

Regular City Council Meeting
Mountain Lake City Hall
Monday, September 20, 2021

6:30 p.m.

AGENDA

1. Meeting Called to Order *Additional information on agenda item is attached or at City Hall
2. Approval of Agenda and Consent Agenda
 - a. Bills: Checks # 25300-25345, 744E- 745E (1-5)
 - b. Payroll: Checks #66207 – 66237 (6)
 - c. Approve September 9, Utilities Commission Minutes (7-9)
 - d. Approve September 16, Utilities Commission Minutes – Special Meeting (10-11)
 - e. Approve September 7. City Council Minutes (12-13)
 - f. Approve September 14, City Council Minutes – Special Meeting(14)
 - g. Approve September 13, Lake Commission(15-16)
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern or provide comments to the Council.
4. Discuss and Act on request of Bob Jass for sanitary sewer hookup – outside of the city limits.(17-18)
5. Approve contract for repair of the Mountain Lake Band Shell (19)
6. Approve contract with Cottonwood County for maintenance of County State Aid streets in city limits.(20-22)
7. Discuss and act on request of the Mountain Lake Utility Commission regarding bond issue (23)
8. Discuss and act on request of Ambulance and Fire for approval to hire an architectural firm to draft a design for a new facility.(24-33)
9. Discuss and act on adopting a proposed 2022 General Fund, Debt Service, Library, Fire, Ambulance, Lake Commission and EDA (34)- PLEASE NOTE IF YOU WISH TO HAVE A COMPLETE FINANCIAL PACKAGE WITH THE CHANGES – SEND AN EMAIL AND ONE WILL BE PROVIDED.
10. Adopt Resolution setting 2022 proposed levy and setting date for Truth in Taxation Hearing(35-36)

11. Discuss and act on hiring of the City Administrator/Clerk.

12. City Attorney

13. City Administrator

14. Adjourn

CITY OF MOUNTAIN LAKE

***Check Detail Register©**

Batch: 9-16-21ck2,9-17-21cks,9-21AMBWH,9-21edacks,9-3-21ck3

*September 20, 2021
mtg
ck # 25300-25345
744E + 745E*

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 United Prairie 10100					
25300	09/03/21	MUSKE, SUHRHOFF & PIDDE			
G 101-15506		PREPAID-LEGAL FEES	\$1,400.00		SEPTEMBER LEGAL RETAINER
G 101-15506		PREPAID-LEGAL FEES	\$1,400.00		JUNE LEGAL RETAINER
		Total	\$2,800.00		
25301	09/13/21	COMMISSIONER OF REVENUE			
G 101-21702		State Withholding	\$214.30		
		Total	\$214.30		
25302	09/13/21	IRS-DEPT OF TREASURY			
G 101-21701		Federal Withholding	\$424.11		
G 101-21703		FICA Tax Withholding	\$1,538.28		
		Total	\$1,962.39		
25312	09/20/21	CITIZEN PUBLISHING CO.			
E 205-46500-343		Busnes Recrut/Comm De	\$144.30		BUILDING FOR SALE AD-FULDA CREDIT BLDG
		Total	\$144.30		
25313	09/20/21	HANSON PLUMBING			
E 608-46330-380		Elec,Water,Sewer	\$283.80	8209	WORK AT 1623 5TH AVE
		Total	\$283.80		
25314	09/20/21	KDOM RADIO			
E 205-46500-343		Busnes Recrut/Comm De	\$50.49		MONTHLY ADS
		Total	\$50.49		
25315	09/20/21	KEITH WILLARD			
E 608-46330-401		Repairs/Maint Buildings	\$200.00		CEILING FANS 1621
E 607-46330-401		Repairs/Maint Buildings	\$40.00		CLOGGED DRAIN 400B
E 609-46330-401		Repairs/Maint Buildings	\$40.00		GARAGE DOOR--1024
E 608-46330-401		Repairs/Maint Buildings	\$20.00		GARAGE DOOR 407
		Total	\$300.00		
25316	09/20/21	MINNESOTA ENERGY RESOURCES COR			
E 610-46330-383		Gas Utilities	\$20.30		1026 ESTATE DRIVE
E 608-46330-383		Gas Utilities	\$8.40		1651 5TH AVE
		Total	\$28.70		
25317	09/20/21	MOUNTAIN LAKE UTILITIES			
E 610-46330-380		Elec,Water,Sewer	\$115.64		1026 ESTATE DRIVE
E 608-46330-380		Elec,Water,Sewer	\$17.81		HERITAGE DRIVE ST LITE
E 607-46330-380		Elec,Water,Sewer	\$9.17		HERITAGE DRIVE ST LITE
E 610-46330-380		Elec,Water,Sewer	\$111.75		1028 ESTATE DRIVE
E 610-46330-380		Elec,Water,Sewer	\$110.59		1030 ESTATE DRIVE
		Total	\$364.96		
25318	09/20/21	PLUNKETT'S			
E 610-46330-401		Repairs/Maint Buildings	\$404.01	7222609	PEST CONTROL AT APTS
E 608-46330-401		Repairs/Maint Buildings	\$404.01	7222609	PEST CONTROL AT APTS
E 607-46330-401		Repairs/Maint Buildings	\$202.00	7222609	PEST CONTROL AT APTS

CITY OF MOUNTAIN LAKE

09/16/21 12:38 PM

Page 2

***Check Detail Register©**

Batch: 9-16-21ck2,9-17-21cks,9-21AMBWH,9-21edacks,9-3-21ck3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 609-46330-401		Repairs/Maint Buildings	\$202.00	7222609	PEST CONTROL AT APTS
		Total	\$1,212.02		
25319	09/20/21	ROBERT ANDERSON			
E 205-46500-308		Training & Instruction	\$955.59		CONFERENCE EXPENSES
E 205-46500-331		Travel Expenses	\$147.84		CONFERENCE EXPENSES
		Total	\$1,103.43		
25320	09/20/21	ST JAMES PUBLISHING			
E 608-46330-430		Miscellaneous	\$159.20		APARTMENT FOR RENT AD
		Total	\$159.20		
25321	09/20/21	STICK-IT DECALS & DESIGNS			
E 205-46500-343		Busnes Recrut/Comm De	\$30.00		EDA-FOR LEASE SIGN
		Total	\$30.00		
25322	09/20/21	WILCON CONSTRUCTION SERV LLC			
E 610-46330-434		Project Expense	\$10,000.00		FINAL PAY
		Total	\$10,000.00		
25323	09/16/21	A&B BUSINESS INC.			
E 211-45500-200		Office Supplies	\$54.46	IN872321	LIBRARY 9-10-21 TO 10-9-21 CONTRACT
		Total	\$54.46		
25324	09/16/21	ACTIVE911 INC			
E 221-42200-433		Dues and Subscriptions	\$240.50		FD-ANNUAL SUBSCRIPTION
E 231-42154-433		Dues and Subscriptions	\$227.50		AMB-ANNUAL SUBSCRIPTION
		Total	\$468.00		
25325	09/16/21	ALEX AIR APPARATUS INC.			
E 221-42200-404		Repairs/Maint Machinery/	\$950.88	4443	FD-COMPRESSOR SERVICE & AIR QUALITY TEST
		Total	\$950.88		
25326	09/16/21	COMPUTER LODGE LLC			
E 205-46500-200		Office Supplies	\$48.75	MSP=20705	EDA-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-42100-200		Office Supplies	\$48.75	MSP-20705	PD-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-00000-430		Miscellaneous	\$78.75	MSP-20705	UT-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-41400-200		Office Supplies	\$48.75	MSP-20705	OFFICE-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
		Total	\$225.00		
25327	09/16/21	COUNTRY PRIDE SERVICES			
E 231-42154-212		Motor Fuels	\$250.64		AMB FUEL
E 221-42200-212		Motor Fuels	\$1,441.10		FD-WATER PROSHED FIRE
E 101-42100-212		Motor Fuels	\$307.19		PD GAS
E 101-43100-212		Motor Fuels	\$539.00		ST DEPT GAS
E 101-45200-212		Motor Fuels	\$344.92		PARKS GAS
E 101-43100-404		Repairs/Maint Machinery/	\$1,008.10	2400215,240	ST-SKIDLOADER TIRES,TIRE REPAIR
E 101-45200-404		Repairs/Maint Machinery/	\$92.54	2810200,282	PARKS-SCREWS,TRASHBAGS,TRIMMER LINE

CITY OF MOUNTAIN LAKE

09/16/21 12:38 PM

Page 3

***Check Detail Register©**

Batch: 9-16-21ck2,9-17-21cks,9-21AMBWH,9-21edacks,9-3-21ck3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43150-220		Repair/Maint Supply	\$21.77	2810401	GREEN PAINT-STORM SEWER
E 231-42154-404		Repairs/Maint Machinery/	\$41.66	2810743,281	AMB-ANTI FREEZE & DETAIL SPRAY
E 211-45500-220		Repair/Maint Supply	\$96.11	2820932,281	LIBRARY-SURGE STRIP,BOWL CLEANER,PAPER TOWELS
E 221-42200-210		Operating Supplies	\$9.58	2821154	FD-BOTTLED WATER
E 101-45183-401		Repairs/Maint Buildings	\$5.87	2830317	SIGN AT CAMPGROUND
E 221-42200-401		Repairs/Maint Buildings	\$9.61	2830360	FD-GARAGE DOOR LUBE
E 221-42200-212		Motor Fuels	\$80.00	8/11/21	FD FUEL
		Total	\$4,248.09		
25328	09/16/21	DAWN FAST			
E 101-41400-200		Office Supplies	\$7.00		CLEANING SUPPLIES
		Total	\$7.00		
25329	09/16/21	DENNIS HULZEBOS			
E 211-45500-400		Janitor-Repairs/Maint	\$345.00		SEPTEMBER LIBRARY MAINT
		Total	\$345.00		
25330	09/16/21	EXPERT BILLING LLC			
E 231-42154-300		Professional Srvs	\$620.00	8975	AUGUST AMB RUNS
		Total	\$620.00		
25331	09/16/21	GFC LEASING - WI			
E 101-42100-200		Office Supplies	\$481.00	IN13452146	POLICE DEPT COPIER YRLY LEASE 9/5/21 TO 9/4/22
		Total	\$481.00		
25332	09/16/21	HEIMAN FIRE EQUIPMENT			
E 221-42200-404		Repairs/Maint Machinery/	(\$14.00)		CREDIT ON ACCOUNT
E 221-42200-210		Operating Supplies	\$124.95	0901159-IN	FIRE LINE BARRICADE TAPE
		Total	\$110.95		
25333	09/16/21	HOMETOWN SANITATION SERVICE			
E 101-45183-384		Refuse/Garbage Disposal	\$120.00	429945	GARBAGE AT CAMPGROUND
		Total	\$120.00		
25334	09/16/21	INGRAM DISTRIBUTION GROUP INC.			
E 211-45500-590		Capital Outlay Books	\$394.66		LIBRARY BOOKS
		Total	\$394.66		
25335	09/16/21	JOSEPH P MCCABE			
E 101-43160-500		Capital Outlay	\$406.10		REIMBURSE SOLAR STREET LIGHTS FOR GOLF COURSE ROAD
		Total	\$406.10		
25336	09/16/21	KDOM RADIO			
E 101-00000-430		Miscellaneous	\$30.09	21080168	MONTHLY ADV
		Total	\$30.09		
25337	09/16/21	LEAGUE OF MN CITIES-FINANCE			
E 101-41400-433		Dues and Subscriptions	\$2,363.00		2021-2022 MEMBERSHIP DUES
		Total	\$2,363.00		

CITY OF MOUNTAIN LAKE

09/16/21 12:38 PM

Page 4

***Check Detail Register©**

Batch: 9-16-21ck2,9-17-21cks,9-21AMBWH,9-21edacks,9-3-21ck3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
25338	09/16/21	LEAGUE OF MN CITIES-FINANCE			
E 101-41110-433		Dues and Subscriptions	\$30.00		MAYOR MEMBERSHIP 9-21 TO 9-22
		Total	\$30.00		
25339	09/16/21	MACQUEEN EQUIPMENT			
E 101-43100-404		Repairs/Maint Machinery/	\$472.96	P36429	ST DEPT--PIRANHA SEGMENT BINS
		Total	\$472.96		
25340	09/16/21	MINNESOTA WEST-JACKSON CAMPUS			
E 221-42200-308		Training & Instruction	\$1,850.00	00262992	FD-PROPANE EMERGENCIES
		Total	\$1,850.00		
25341	09/16/21	NICKEL CONSTRUCTION			
E 101-43150-220		Repair/Maint Supply	\$1,641.53	24055	STORM SEWER WORK ON BOXELDER ST
		Total	\$1,641.53		
25342	09/16/21	NICKEL CONSTRUCTION			
E 211-45500-401		Repairs/Maint Buildings	\$8,806.09	23888	REPLACE SEWER LINE AT LIBRAY
		Total	\$8,806.09		
25343	09/16/21	SW/WC SERVICE COOPERATIVES			
E 101-42100-131		Employer Paid Health	\$4,033.24		OCTOBER HEALTH INS-POLICE DEPT
E 101-41400-131		Employer Paid Health	\$1,753.12		OCTOBER HEALTH INS-OFFICE
E 101-43100-131		Employer Paid Health	\$3,155.62		OCTOBER HEALTH INS-ST DEPT
E 101-45200-131		Employer Paid Health	\$1,051.87		OCTOBER HEALTH INS-PARKS DEPT
E 101-46200-131		Employer Paid Health	\$1,051.87		OCTOBER HEALTH INS-CEMETERY
E 205-46500-131		Employer Paid Health	\$1,753.12		OCTOBER HEALTH INS-EDA
E 101-42100-135		Employer Paid Other	\$620.00		OCTOBER HEALTH INS-BRIAN LUNZ
E 101-45200-131		Employer Paid Health	(\$316.20)		JAKE AUG HLTH INS
E 101-46200-131		Employer Paid Health	(\$210.80)		JAKE AUG HLTH INS
E 101-45200-131		Employer Paid Health	(\$316.20)		JAKE SEPT HLTH INS
E 101-46200-131		Employer Paid Health	(\$210.80)		JAKE SEPT HLTH INS
E 101-45200-131		Employer Paid Health	\$1,051.87		JAKE AUG HLTH INS
E 101-46200-131		Employer Paid Health	\$701.25		JAKE AUG HLTH INS
E 101-45200-131		Employer Paid Health	\$1,051.87		JAKE SEPT HLTH INS
E 101-46200-131		Employer Paid Health	\$701.25		JAKE SEPT HLTH INS
		Total	\$15,871.08		
25344	09/16/21	VALLEY ASPHALT PRODUCTS INC.			
E 101-43121-224		Street Maint Materials	\$691.31	13258	TAR
		Total	\$691.31		
25345	09/16/21	JOSEPH P MCCABE			
E 101-41400-111		Contract	\$5,549.66		AUGUST 2, 2021 TO AUGUST 31, 2021 CONTRACT
		Total	\$5,549.66		
10100		United Prairie 10100	\$64,390.45		

5

CITY OF MOUNTAIN LAKE

09/16/21 12:38 PM

Page 5

***Check Detail Register©**

Batch: 9-16-21ck2,9-17-21cks,9-21AMBWH,9-21edacks,9-3-21ck3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
---------	------------	-------------	--------	---------	---------

Fund Summary

10100 United Prairie 10100

101 GENERAL FUND	\$33,382.94
205 ECONOMIC DEVELOPMENT AUTHORITY	\$3,130.09
211 LIBRARY FUND	\$9,696.32
221 FIRE DEPT FUND	\$4,692.62
231 AMBULANCE FUND	\$1,139.80
607 EDA---4 PLEX FUND	\$251.17
608 EDA---8 PLEX FUND	\$1,093.22
609 EDA- MASON MANOR	\$242.00
610 EDA-MIDWAY ESTATES	\$10,762.29
Total	\$64,390.45

744 e	09/07/21	UNITED PRAIRIE BANK		
G 609-22900		Notes Payable - EDA	\$545.62	MASON MANOR-PRINC PAYMENT
E 609-46330-610		Interest	\$744.91	MASON MANOR-INTEREST PAYMENT
		Total	\$1,290.53	

745 e	09/07/21	UNITED PRAIRIE BANK		
E 101-41400-301		Auditing and Acct g Servic	\$4.00	BETTY BENNER NSF FEE
		Total	\$4.00	

CITY OF MOUNTAIN LAKE

09/16/21 11:19 AM

Page 1

*Check Summary Register©

September 2021

6
Payroll

66207-66237

Name	Check Date	Check Amt
10100 United Prairie 10100		
66207 KRUSER, DARLA	9/13/2021	\$592.28
66208 ADRIAN, EMILY	9/13/2021	\$807.45
66209 CURRY, RANDY	9/13/2021	\$916.99
66210 GOHR, KAYLENE M.	9/13/2021	\$298.93
66211 JANZEN, TIM	9/13/2021	\$435.90
66212 JENSEN, ASHLEY	9/13/2021	\$350.00
66213 LUNA, MARY LOU	9/13/2021	\$44.32
66214 LUNZ, BRIAN T.	9/13/2021	\$650.35
66215 O'BANNON, ALLEN	9/13/2021	\$1,031.63
66216 PANKRATZ, SCOTT	9/13/2021	\$350.93
66217 WARNER, MARK O.	9/13/2021	\$64.64
66218 WATKINS, DAVID	9/13/2021	\$1,270.14
66219 WENNER, NEIL	9/13/2021	\$73.88
66220 YOUNGWIRTH, HEATHER	9/13/2021	\$1,311.71
66221 YSKER, ANDREW J.	9/13/2021	\$447.30
66222 ANDERSON, ROBERT M.	9/9/2021	\$1,013.06
66223 FAST, DAWN L.	9/9/2021	\$1,217.53
66224 GARLOFF, TABITHA	9/9/2021	\$550.52
66225 BRISTOL, DOUGLAS G.	9/9/2021	\$1,857.72
66226 KINNETZ, ANDREW M.	9/9/2021	\$1,772.51
66227 MCHENRY, BENJAMIN	9/9/2021	\$458.48
66228 POHLMANN, WILLIAM	9/9/2021	\$2,091.77
66229 WATKINS, ADAM	9/9/2021	\$1,846.29
66230 FRIESEN, DARON J.	9/9/2021	\$1,387.81
66231 KARSCHNIK, JACOB	9/9/2021	\$902.79
66232 PETERS, STEVE M.	9/9/2021	\$1,276.36
66233 REMPEL, CALVIN	9/9/2021	\$949.91
66234 HANSON, KARI	9/9/2021	\$1,364.48
66235 SCHROEDER, DANA	9/9/2021	\$338.32
66236 SCHROEDER, SANDY	9/9/2021	\$753.53
66237 STOESZ, KARIN	9/9/2021	\$31.29
Total Checks		\$26,458.82

Mountain Lake Utilities Commission Meeting
Mountain Lake City Hall
Thursday, September 9, 2021
7 AM

Members Present: Sue Garloff, Todd Johnson, City Council Liaison Dean Janzen, David Savage, Brian Janzen

Members Absent: Mark Langland

Staff Present: Joe McCabe, Interim Clerk/Administrator; Lynda Cowell, Utilities Office Manager, Jill Falk, Utilities Office Asst Manager, Dave Watkins, Electric Superintendent; Taylor Nesmoe, Water/Wastewater Superintendent; Lane Anderson, Lineman; Scott Pankratz, Water/Wastewater Worker

Others Present: Mike Thielen

Call to Order

The meeting was called to order at 7 AM. Nothing added to the agenda.

Approval of Minutes and Bills

Motion by Garloff, seconded by Johnson, to approve the August 26th Minutes, and Check Numbers 21120-21148 & 338e-339e. Motion carried.

Electric Department

Mike Thielen was present to discuss options for replacing the Fairbanks generator. With the assistance of Chris Farabee, they still have not found where the water leak is in the engine. This also makes it very difficult to determine an exact quote for the repair. He believes that it would be a better option to replace the Fairbanks for a used Caterpillar engine. The Caterpillar is easier to operate and believes Fairbanks no longer produces that exact engine. The install cost for the new engine is rough \$1 per kwh, however, that does not include the cost to move out the old engine. This could run around \$48,000 plus the cost to remove parts of the building to get the old one out. Mike also stated that the quote from CE Power did not include all the equipment and supplies needed, such as, radiator, electrical, auxiliary, etc. He recommends that our Electrical department begin putting together a list of plans and specifications including mechanical, structural, electrical, and environmental specifications. It was also recommended to purchase the equipment with the radiator and control panel supplied.

MCCabe stated that Northland is willing to issue a bond for the purchase of the engine. He is hoping to add the \$1.5M bond to be issued in November and then have on reserve until needed. With less than 1% rate and no closing cost, after 10 years, we can easily make the bond

payment without effecting the utility rates. Thielen will try to produce more clear numbers by the end of the month so that we can get the bond issued.

Water/Wastewater Department

Nesmoe mentioned that the water shortage is under control. Well #1 which was originally thought to be down had a meter that was not working properly. It has been cleaned and the well is up and running. However, Well #6 is still not running. The RO is intermittent, it was shut down due to the Hutterite fire. Currently the RO is turned down, so water is not as soft as normal, but it is still running pretty consistently.

So far, they have only received one quote from a Ford dealer for the cost of the new truck. This quote, however, does not include the cost of the Utility box. They are still waiting to hear back from a few other dealers. With such a limited supply, most dealerships are ignoring and deleting state bids and would prefer to work with their lease or financed customers instead.

It was brought up that a meeting for the Wellhead protection plan will take place before the end of the year. We are using an outside source to handle any documentation needed.

Previously it was discussed that Andrew Evers on Midway Road was interested in hooking up to City Water. However, he does not want to be annexed into the city and would need additional trenching needed. He has decided against city water but does currently have sewer hooked up. He would like to know if the shop building on the property would also be able to hook up to sewer. He is aware that he would be responsible for the tapping fees and installations costs as well. Cowell wanted to know what the shop would be used for. If he is doing any sort of commercial work, he would need to be at a commercial rate which is based on water usage. This is also needed to know what kind of byproducts will be going down the drain into the sewer line. Nesmoe said that he does have the ability to hook directly up to the current line but would prefer to have a second line installed instead. It would be up to the Council to decide if the resident would need to be annexed into city limits.

Nesmoe presented a quote from C. Emery Nelson for \$3,492.56 to clean the RO system. It was recommended to start with a low PH clean which will help to dissolve calcium and other buildup. They will watch the numbers for a few days to determine if any other action is needed. The quote was approved, and they will move forward with the clean.

Office:

McCabe wanted to mention that the pond system has been approved to be completely up and running by November 1st.

Adjourn

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

Approved September 10, 2021

ATTEST:

Jill Falk, Utilities Office Asst Manager

**Mountain Lake Special Utilities Commission Meeting
Mountain Lake City Hall
Thursday, September 16, 2021
7 AM**

Members Present: Sue Garloff, Todd Johnson, City Council Liaison Dean Janzen, David Savage, Mark Langland

Members Absent: Brian Janzen

Staff Present: Joe McCabe, Interim Clerk/Administrator; Lynda Cowell, Utilities Office Manager, Jill Falk, Utilities Office Asst Manager, Dave Watkins, Electric Superintendent; Lane Anderson, Lineman

Others Present: None

Call to Order

The meeting was called to order at 7 AM. Nothing added to the agenda.

Electric Department

It has been decided to replace the Fairbanks generator with a used Caterpillar. The original estimate presented was for \$1.1 million. McCabe mentioned that there are two types of bonds: the Revenue Bond and General Obligation bond. The new bond for the engine would be a General Obligation Bond, which would put the responsibility for the payments onto the Utilities and the city would only cover if the payments default. The interest rate would range from 0.03% to 1.25%, with no additional issuing costs since the bond is being refinanced. He also presented an estimate, including payments, for the refunding of the \$1.215 million bond. Since we cannot get an exact quote for the replacement, this makes it difficult to determine how much is needed for the bond. There are so many different variables it is more logical to increase the bond size, then to fall short and be forced to use the reserve. Then, if there are any funds that are not spent, they can be applied towards the bond payments. Watkins did mention that the ceiling in the Power Plant needs replacing for possible asbestos and if there are funds left over, he would like to be able to use some of the bond for that as well. When installing the generator, the wall would need to be removed, so it would make things easier to repair everything at once. Motion by Savage to request that the city include in the refunding of the City of Mountain Lake 2013A Bond an amount of \$1.7 million for the Electric department to cover the cost of replacing and installing the generator as well as any additional costs that will go along with it: Second by Garloff.

Unrelated to the bond, Watkins wanted to mention that Anderson had noticed a reddish streak on the Wind Tower. They contacted Jason DeRuyter at Midwest Power Partners (MPP), who is responsible for the maintenance of the Tower. He came out and determined a Hydraulic

Line had been leaking. There were about 20 gallons of fluid lost, however, there is no mechanical damage. The damage could have been much worse if it had gone unnoticed. They upgraded the computer system and will start checking the water tower regularly. Watkins and Anderson also stated they will make it a point to check it occasionally as well for any noticeable issues.

Adjourn

The meeting was adjourned at 7:38 a.m.

Approved September 16, 2021

ATTEST:

Jill Falk, Utilities Office Asst Manager

**City of Mountain Lake
Regular City Council Meeting
Mountain Lake City Hall – 930 Third Ave
Monday September 8, 2021
6:30 p.m.**

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

City Staff Present: Joe McCabe, Interim City Administrator/Clerk, Maryellen Suhrhoff, City Attorney.

Others Present: Doug Regehr, Alan Rahn

Call to Order

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

Approval of Agenda & Consent Agenda

Motion by Kruser seconded by Kass, to approve the agenda and consent agenda. Motion carried 5-0.

Bills: Checks #25236(void) 25237-25299, 743E

Payroll: Checks #66190 – 66206

Approve August 26 Utilities Commission Minutes

Approve August 16 City Council Minutes

Public

Alan Rahn, Doug Regehr spoke during this portion of the meeting.

Street Department Report

Daron Friesen was not present for the meeting and his report was included in the council packet. Mike Nelson informed the council that the playground equipment that was moved to the Pioneer Village has been installed. He also reminded the council of Pioneer Days which will be held on the 11th of September and encouraged all members to attend.

2022 Budget

The council reviewed the 2022 levy and requested that the staff adjust the budget prior to the levy resolution being presented to the council at its next meeting. No action was taken regarding the Capital Improvement Plan or the 2022 budget.

City Attorney

Maryellen informed the council that the city will be taking a two prong approach to addressing the issue of junked vehicles in the residential area. The city will pursue civil and criminal court proceedings.

Mike Nelson informed the council of the lack of response to the request by the building official for property owners which were identified with hazardous buildings to either make repairs or remove the structures. Maryellen indicated that she would work with staff to address the properties and proceed with whatever action can be used to bring the properties into compliance.

City Administrator

A request was made by the Cottonwood County Animal Rescue for assistance regarding cats from Mountain Lake being turned into them for adoption. They also requested that the council consider adopting a cat ordinance to limit the number of cats running loose in the community. No action was taken by the council.

Adjourn

The meeting was adjourned at 7:35 p.m.

Joe McCabe, Interim City Administrator

**City of Mountain Lake
Special City Council Meeting
Mountain Lake City Hall – 930 Third Ave
Monday September 14, 2021
3:00 p.m.**

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

City Staff Present: Joe McCabe, Interim City Administrator/Clerk

Others Present: Mike Humpal

Call to Order

The meeting was called to order by Mayor Nelson at 3:02 p.m.

Purpose of the Meeting

The City Council interviewed four candidates for the position of City Administrator/Clerk in closed session prior to the meeting.

A Motion was made by Dean Janzen to offer the position to Christopher Webb, seconded by Dana Kass. Motion carried 4-1.

Mike Humpal was instructed to put together a detailed benefit package with wages starting at step 1 and movement to step 2 after six months and with a satisfactory job review, all other benefits would be the same as all other employees, with the exception of comp-time would be available for the administrator/clerk position and a severance package would also be included in the contract.

The city attorney will be asked to draft a contract, subject to council approval.

Adjourn

The meeting was adjourned at 3:20 p.m.

Joe McCabe, Interim City Administrator

**Lake Commission Meeting
Monday, September 13, 2021, 6:30 p.m.**

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

Members Absent: Randy Loewen

Guests Present: Mike Nelson, Rachel Yoder, Joe McCabe (Interim City Adm.)

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

Open Forum: Rachel Yoder spoke during the public portion of the meeting.

M/S/P Bucklin/Rahn to approve the minutes of the August 9, 2021 meeting.

Treasurer's Report (9/9/2021):

Income:

UPB - Interest 9.58

Expenses:

Country Pride - Fuel for Weed Harvester 132.69

Ending Balance \$44,356.00

Savings Balance 22,025.19

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

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

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

Total Savings Balance: \$72,025.19

M/S/P Rahn/Bargen to approve Treasurer's Report.

Weed Harvester: The weed harvester is out of the lake. Jason wasn't sure if the Hydraulic seal has been fixed. He will check with the Freedom Riders to see if we can use an old tent to use as a tarp to cover the harvester for the winter.

Memorial Benches: Tim Rahn will order materials for two memorial benches from Country Pride.

Beach: Jason will measure the fire pit to see how many landscaping blocks we need. After the city crew mows the weeds growing on the beach, it can be tilled. A work night will be scheduled when we get the landscaping blocks

County Property: The City Council requested to purchase the forfeited property next to Randy Loewen's from the county. The status of that request is not known.

Lake:

1. Jason and Joey were able to retrieve 12 thin ice signs from the lake. There are currently about 20 signs, however, some of them need to be replaced. Jason will order the decals and suggested using leftover signs that the City might have on hand.
2. The fishing pier will be moved later this fall.
3. Joey Morey will contact Brian Janzen to ask him to look at the aluminum fishing dock to see what it will take to fix it.

Trail:

1. Mike Nelson contacted Bargen, Inc. and asked them about filling the holes and cracks on the trail. He is waiting to hear from them.
2. These maintenance items still need to be completed:
 - Open blind spot by Heppner's curve.
 - Remove felled trees and widen trail on the island.
 - Remove dead tree by Schmidt memorial bench.
 - Remove three dead trees by marker #6.
 - Cut down the volunteer trees growing up in the area by the Cottonwood tree.
 - Trim weeds around signs, markers, and benches.

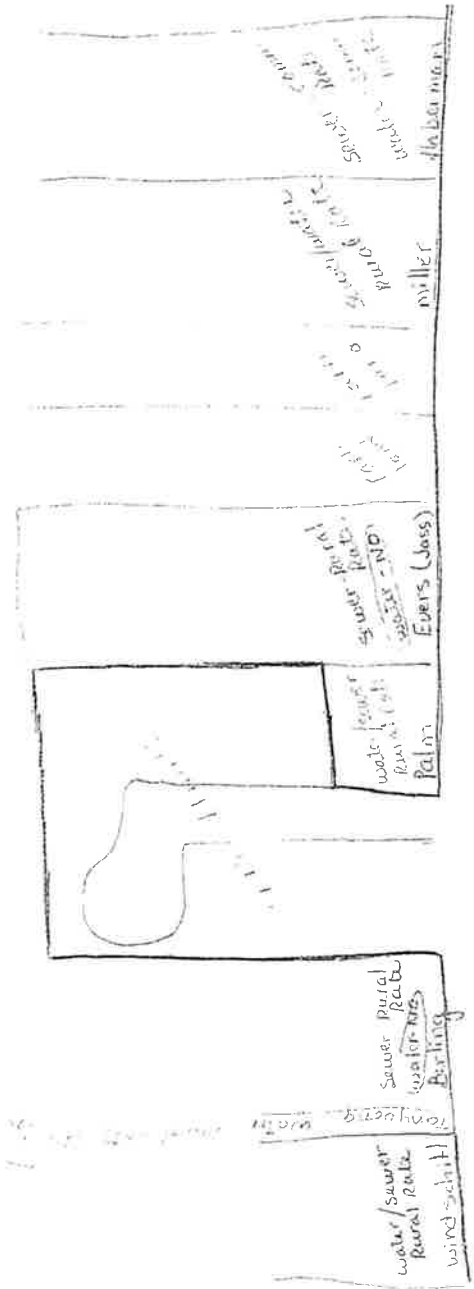
Can Bin: A work night to empty the can bin is scheduled at 4:00 p.m. on Tuesday, Oct. 5th.

Next Lake Commission meeting will be **Tuesday, Oct. 12, 2021.**

Respectfully submitted,

Jean Haberman
Secretary/Treasurer

Request of Bob Jass on Midway Road to install a sanitary sewer line from his shop to the sanitary sewer main line. The sanitary sewer service would be for a toilet and possibly a shower in the shop. As they may live in part of the shop while they build a new house on the property. The property is outside the city limits and is currently served with sanitary sewer at the rural rate. They do not have city water service. See attached map.



BARGEN INCORPORATED

GENERAL CONSTRUCTION DIVISION

A Design-Build Company • Get the job done right the first time!

606 County Road 1
Phone (507) 427-2924
Mountain Lake, MN 56159

Members National Association of Home Builders
MN Building Contractor License #20125765

August 16th 2021

City of Mt. Lake Band Shell Project August 16,2021

City of Mt. Lake
C/o Daron Friesen
Mt. Lake, MN 56159

Cell # 507-476-2983:

The following Estimate is to Repair & Restore the front east wall of the existing band shell.

We will remove and replace (26 courses) of the entire east brick wall, approx. 32' and 30" of the connecting south and north walls. The brick repairs will be tied back into the existing clay block walls. The replacement brick will be coursed on a running bond and is not priced as decorative, like the original. Also the damaged 32'x30" concrete platform that rests on the east wall section will also be removed and replaced.

The remaining concrete platform and brick walls will not be removed or replaced at this time. The existing metal handrail will also remain and not be replaced. Replacement costs to the existing landscaping and asphalt walkway is not included at this time.

Removal and Restore Costs:

The labor and material cost to repair and restore the east wall section and platform will be \$13,975.

You are authorized to proceed as specified above.

Date of Acceptance _____

Customer Signature _____

I am confident you will be happy with our work if you should choose to proceed with us. We strive to do quality work, to complete the work in a neat and timely fashion. Thank you for the opportunity to provide this quotation. I hope we can work for you!

Sincerely,

Randy Strom
Sales & Design
Bargen Inc.

Our Mission

Bargen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their investment.

AGREEMENT

THIS AGREEMENT made and entered into by the County of Cottonwood, Minnesota, hereinafter referred to as the “**County**” and the City of Mt.Lake, Minnesota, hereinafter referred to the “**City**”.

WHEREAS, Pursuant to Minnesota Statutes of 2002, Section 162.17, Subdivision 3, the parties desire to enter into an agreement relating to the routine maintenance certain County State Aid Roadways as listed below, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, The parties do agree as follows:

SECTION I

The City will, during the term of the agreement, do the routine winter maintenance on those portions County State Aid Highways listed as follows:

<u>CSAH Number</u>	<u>Termini</u>	<u>Centerline Miles</u>
27	On 3 rd Avenue from west Jct. TH 60 to Jct. TH 60	2.19
29	On 10 th Street from CSAH 27 to Mt. Lake outlet Bridge	0.81
	Total	3.00

SECTION II

The routine maintenance to be performed by the City shall consist of the following:

- A. Keep the aforesaid portions of County State Aid Highways reasonably free and clear from ice and snow and undertake proper sanding/salting and hauling of snow when necessary. It shall be the City’s responsibility to maintain the fluid traffic lanes to their full width during the winter months within a reasonable period of time following each storm. The County will assist with the sanding/salting at the two intersections with State Highway 60.
- B. Furnish all labor, materials and other items necessary for the performance of the work provided for in this agreement.

SECTION III

The routine maintenance to be performed by the County shall consist of the following:

- A. Maintain said County roads so as to keep them smooth and in good repair for the passage of traffic.
- B. Do all extraordinary maintenance (such as seal coats, overlays, crack sealing) construction or reconstruction.
- C. Maintain all traffic signs, striping, and other marking according to the Minnesota Manual on Uniform Traffic Control Devices.

SECTION IV

A. Compensation

The County will pay the City for snow and ice control operations as specified in Section I and II of this agreement, the amount of One Thousand Two Hundred Dollars (1,200.00) per center line mile.

On this basis the County will reimburse the city for 3.00 miles of roadway the total Amount of \$3,600.00 for the year 2020-2021.

B. Terms of Payment

The City shall submit an invoice by November 1st to Cottonwood County Highway Department for the services provided in October, November and December 2021. The city shall submit another invoice by January 1st to the Cottonwood County Highway Department for services provided in January, February, March and April of 2022. Payment will be made within thirty (30) days after receipt of the invoice.

This agreement shall terminate on the 30th day April 2022, provided, however, the parties may extend this agreement on a year basis, or modify the maintenance cost. However, a new agreement shall be executed by the parties if major terms of the agreement are to be changed.

IN TESTIMONY WHEREOF, The City and the County have caused these presents to be executed by their respected officers.

CITY OF MT. LAKE

ATTEST:

SIGNED:

By _____
City Clerk

By _____
Mayor

Date _____

Date _____

COUNTY OF COTTONWOOD

ATTEST:

SIGNED:

By _____
County Auditor

By _____
Chairperson of County Board

Date _____

Date _____

RECOMMENDED FOR APPROVAL:

County Engineer

Date _____

Approved as to form and execution

Cottonwood County Attorney

Date _____

Request of the Mountain Lake Utility Commission dealing with the refunding of the 2013A bond issue. The Utility Commission has reviewed the financial status of the Electric Department and been in consultation with Northland Securities regarding the funding for the possible replacement of the Fairbanks Generator. They have approved the hiring of a consultant to prepare plans and specifications for replacing the generator with a used caterpillar generator which will compliment the current generators. At this time the only figure that is firm is the cost for the removal of the Fairbanks unit.

Northland Securities has indicated that the funding can be part of the refunding of the 2013A bond issue, with no additional costs for the bond issue. As the bond would be a General Obligation bond issue the city would be responsible for the bond payment in the event of a default of the Utility Commission.

With the number of unknowns at this time, they are requesting to have included in the bond issue \$ 1,700,000.00. In the event there are excess funds when the project is completed those funds would be transferred to the bond fund for debt service of future bond payments.



MANKATO
225 BELGRADE AVE
NORTH MANKATO, MN 56001

HOPKINS
1040 SIXTH ST SOUTH
HOPKINS, MN 55343

September 8, 2021

City of Mountain Lake
Attn. Scott Pankratz
930 Third Avenue
Drawer C
Mountain Lake, MN 56159

RE: Professional Design Services for Mountain Lake Fire & EMS Facility

Dear Mr. Scott Pankratz:

We appreciate your consideration for our professional design services on the Mountain Lake Fire & EMS Facility. It is the attention to detail that determines the difference between a good project and a great one. Our staff is dedicated to working side by side with our clients and guiding them through the entire design and construction process to ensure the success of your project.

Project Understanding

It is our understanding that the City of Mountain Lake is seeking to build a combination fire and EMS facility including, but not limited to: seven fire bays, two EMS bays, office space for both departments, kitchen, meeting room, restrooms with showers, ample storage, and space for washer/dryer and gear extractor. The proposed site is approximately ten acres and is already owned by the City. The building construction type will be determined after reviewing the design and budget. Our Architects and Engineers are prepared to collaborate and provide you with a design that exceeds the expectations while staying on budget. It is our understanding that the services needed will encompass Architectural and Interior Design along with Structural, Civil, Mechanical and Electrical Engineering.

ARTICLE 1 Scope of Services

1.1 Preliminary Design Phase

- 1.11 Programming: Take inventory of required rooms and spaces for each department and organize into a program list to refine overall square footage for cost estimation.
- 1.12 Develop adjacency diagrams for use in planning discussions.
- 1.13 Concept floor plans, a site plan, and exterior/design aesthetics will be developed based on the approved scope.
- 1.14 Conceptual Exterior Rendering.
- 1.15 Preliminary Cost Estimating based on approved scope.



1.2 Schematic Design Phase

- 1.21 Refine concept floor plans, site plan, and exterior design.
- 1.22 Building code analysis and review of site requirements.
- 1.23 Hold a meeting for review and approval of the Schematic Design Phase documents and drawings with associated costs.
- 1.24 Provide preliminary site plans, floor plans and elevations for local City Planning and Zoning approval, as required.
- 1.25 Refined Exterior Renderings.
- 1.26 Refined Cost Estimate.

1.3 Design Development Phase

- 1.31 Prepare necessary drawings to convey the next level of detail based on the approved Schematic Design Phase. Brunton Architects & Engineers will refine the design, prepare draft specifications, and prepare color and material options for your review and approval.
- 1.32 Meet with IT, Security, and Facilities Management to determine specialized requirements.
- 1.33 Coordination with the civil, structural, mechanical and electrical design teams.
- 1.34 Develop interior design concepts for review and approval with your project representatives, including interior renderings.
- 1.35 Work with Ownership group to interview and hire Construction Manager. Assist with and review CMaR contracts.
- 1.36 Coordinate and assist Owner with FFE selection with vendor, if required.
- 1.37 Refined Exterior Renderings.
- 1.38 Refined Cost Estimate.

1.4 Construction Document Phase

- 1.41 Preparation and coordination of detailed architectural, interiors, structural, civil, mechanical and electrical plans and specification drawings in preparation for permit review and City approval.
- 1.42 Final construction documents meeting for review and approval with your project representatives.
- 1.43 Final Review of the International Building Code and ADA accessibility code compliance.
- 1.44 Refined Exterior Renderings.
- 1.45 Refined Cost Estimate.

1.5 Bidding & Construction Administration Phase



Sr. Mechanical Engineer 2	\$168.00
Sr. Mechanical Engineer 1	\$157.00
Architectural Technician 2	\$115.00
Architectural Technician 1	\$105.00
Interior Designer	\$110.00
Interior Design Intern	\$ 65.00
Mechanical Technician	\$105.00
Clerical	\$ 68.00
Mileage Charge	\$ 00.58 per mile
Consultants	1.10 times cost
Printing Reproduction	1.10 times cost
Postage	1.10 times cost

*Rates are valid for the 2021 calendar year and are adjusted annually as dictated by market conditions.

ARTICLE 4 PAYMENT

- 4.1 Billing shall be monthly based on the percentage of the work complete on the last day of the month. Payment shall be due no later than 30 days after the statement date.
- 4.2 Late charges shall be added at a rate of 1-1/2 percent of the past due amount beginning on the thirty-first day after the statement date.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 The prices quoted herein shall be in effect until thirty days past the date of the proposal and are subject for review and revision for any work not authorized to be completed after that date.
- 5.2 Drawings shall remain the property of Brunton Architects and are to be used for the construction of this project only.

ARTICLE 6 MECHANIC'S LIENS

- 6.1 Any person or company supplying labor or materials for this project may file a lien against your property if that person or company is not paid for the contributions.

Thank you again for your consideration in our professional design services. Please email or call our office at 507.386.7996 with any questions or concerns regarding the information contained in this document.



Sincerely,



Corey Brunton, AIA / Principal / Owner
Brunton Architects & Engineers

Signature of Authorization & Date



Agreement for Professional Services

This Agreement is effective as of September 14, 2021, between City of Mountain Lake, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Emergency Services Building Preliminary Design.

Client's Authorized Representative: Scott Pankratz
Address: 930 Third Avenue
Mountain Lake, MN 56159
Telephone: 507.427.2999 **email:** dripsrus@frontiernet.net

Project Manager: Brian Bergstrom
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 952.215.8118 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Understanding:

The city would like to complete preliminary design for a new Emergency Services Building to house fire and EMS operations. A proposed new facility may be located on an approximately 2.5-acre parcel of land located on the southern edge of town. The building is anticipated to accommodate vehicle storage, administrative offices, training spaces, meeting rooms and other support functions.

Scope of Services: The Basic Preliminary Design Services to be provided by Consultant include:

- Attend one (1) programming meeting to review Fire and EMS Department needs, project goals and expectations. This meeting would also include:
 - Visit to proposed project site to review and identify site design opportunities and potential challenges.
 - Tour existing fire and EMS department buildings to review current challenges and needs.
- Prepare space needs spreadsheet to document building needs and approximate size of facility.
- Prepare preliminary building floor plan and site plan layout.
- Attend one (1) design review meeting with Fire, EMS and City staff to present and review floor and site plan layouts.
- Update preliminary floor and site plans based on feedback and comments.
- Prepare one (1) 3D rendering of the building and site.
- Develop a preliminary estimate of probable project cost.
- Attendance at meeting with SEH funding specialist to review potential funding sources and options for the project. Meeting will be held virtually.

Deliverables:

- Preliminary floor plan drawing
- Preliminary site plan drawing
- 3D rendering of proposed building (1 view)
- Preliminary estimate of probable cost

Schedule: The services described above shall be completed in approximately 8 weeks from receipt of a signed copy of this Agreement.

Payment: The lump sum fee is \$5,500 excluding expenses. Expenses and equipment charges are estimated to \$500.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

http://sehincazure-my.sharepoint.com/personal/bbergstrom_sehinc_com/documents/proposals/mountain lake fire/lr agreement for prof services.docx

Short Elliott Hendrickson Inc.

City of Mountain Lake, MN

By: 

By: _____

Title: Brian Bergstrom, AIA
Principal / Sr. Project Manager

Title: _____

Date: 9.14.2021

Date: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Mountain Lake, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 14, 2021

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Account Number	amount of change	new amount	
101-41400-100	\$ 6,000.00	\$ 128,097.60	reduction due to change in Administrator/ Clerk steps
101-41400-121	\$ 450.00	\$ 9,607.32	reduction in PERA due to wage change
101-41400-122	\$ 459.00	\$ 9,799.47	reduction in FICA due to wage change
101-41400-401	\$ 1,000.00	\$ 3,000.00	reduction in city hall building maintenance
101-43100-404	\$ 1,000.00	\$ 17,000.00	reduction in Street - equipment repairs
101-43100-540	\$ 2,000.00	\$ 15,000.00	reduction in Street - Heavy Machinery
101-43121-224	\$ 4,091.00	\$ 20,909.00	reduction in Paved Streets - materials
101-43121-225	\$ (2,975.00)	\$ 52,975.00	increase in Seal Coat/Crack Filling
101-45200-401	\$ 12,975.00	\$ 4,525.00	reduction in parks repairs - due to insurance settlement
Total Change	\$ 25,000.00		

September 2022 BUDGET AND TAX LEVY FOR THE CITY OF MOUNTAIN LAKE

GENERAL FUND	2022 BUDGET	2022 LGA	REVENUE	OTHER AID	ASSESSMENTS	2022 LEVY	2021 LEVY
General Fund (101)	\$1,685,348.17	\$850,076.50	\$209,330.00	\$36,000.00		\$589,941.67	\$504,046.47
Library Fund (211)	\$156,417.60	\$18,683.00	\$250.00	\$30,000.00		\$107,484.60	\$122,748.76
Fire Fund (221)	\$162,928.72	\$37,366.00	\$52,020.00	\$26,000.00		\$47,542.72	\$44,542.72
Ambulance Fund (231)	\$210,041.00	\$28,024.50	\$131,890.00	\$0.00		\$50,126.50	\$35,017.04
Lake Commission (507)	\$14,250.00	\$0.00	\$8,250.00	\$0.00		\$6,000.00	\$6,000.00
TOTAL	\$2,228,985.49	\$926,432.00	\$401,740.00	\$92,000.00		\$801,095.49	\$712,354.99
BOND FUNDS	2022 Budget	2022 LGA	CASH	OTHER AID	ASSESSMENTS	2022 LEVY	2021 LEVY
2006 Street Bond (308)	\$105,052.50		\$34,378.75	\$1,400.75	\$9,960.00	\$59,313.00	\$60,727.08
City Wide Project (312)	\$124,732.16		\$15,888.16		\$108,844.00	\$0.00	\$0.00
Industrial Park Development - Land Portion (361)	\$32,352.50		\$17,381.88			\$14,970.62	\$27,244.25
Industrial Park Development - Infrastructure Portion (385)	\$144,250.00		\$130,250.00		\$14,000.00		\$0.00
Street Lights (385)	\$23,600.00		\$12,120.37			\$11,479.63	\$14,550.57
TOTAL	\$429,987.16		\$210,019.16	\$1,400.75	\$132,804.00	\$85,763.25	\$102,521.90
SUBTOTAL	\$2,658,972.65		\$611,759.16	\$93,400.75	\$132,804.00	\$886,858.74	\$814,876.89
EDA/Comm Dev (205)	\$167,423.89		\$150,726.01			\$16,697.88	\$13,725.68
GRAND TOTAL W/EDA	\$2,826,396.54					\$903,556.62	\$828,602.57

**City of Mountain Lake
Mountain Lake City Council
Resolution #17-21**

Resolution Adopting Proposed Preliminary Property Tax Levy

Be it resolved by the Council of the City of Mountain Lake, County of Cottonwood, Minnesota, that the following sum of money be levied for the current year, collectible in 2022, upon taxable property in the City of Mountain Lake:

Total levy: \$903,556.62

The Administrator/Clerk is hereby instructed to transmit a certified copy of this resolution to the county auditor of Cottonwood County, Minnesota.

And setting the date for the Truth in Taxation Hearing for December 7, 2021 at 6:30 pm at City Hall, 903 3rd Avenue.

Motion by Member:
Seconded by Member:
Voting Aye:
Voting Nay:
Absent:

Whereupon, said Resolution is hereby declared passed.

Adopted by the City Council on September 21, 2021

Mayor Mike Nelson

ATTEST:

Joe McCabe, Interim City Administrator/Clerk