

**CITY OF EAGLE LAKE
FEBRUARY 6, 2023
CITY COUNCIL MEETING AGENDA
705 Parkway Avenue at 6:00 P.M.**

* Open House from 5:00 P.M.-6:00 P.M. for Retiring Public Works Director Brian Goettl*

City Council meetings are held the first Monday of every month at 6 p.m. All meetings are open to the public. If you wish to address the City Council in person, please contact City Hall at 507-257-3218 or email krausch@eaglelakemn.com or jbromeland@eaglelakemn.com. Written comments or questions for the City Council can be submitted via USPS, email, or dropped off at City Hall. City Council meetings are now live streamed to the City of Eagle Lake’s official YouTube Channel. To view meetings, please visit the City of Eagle Lake website at eaglelakemn.com and click on the “City of Eagle Lake MN City Council Meetings” icon on the home page of the website.

The City Council is provided with background information for agenda items in advance by staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: city policy and practices, input from constituents and a Council Members personal judgment. If you have any comments, questions or information that has not yet been presented or discussed regarding an agenda item, please ask to be recognized by the mayor during the “Open Public Comments” section on the agenda. Please state your name and address for the record. All comments are appreciated.

OPEN HOUSE (5:00 P.M.-6:00 P.M.): The public is invited to attend an open house in honor of retiring Public Works Director Brian Goettl. Light refreshments will be served.

CALL TO ORDER

ROLL CALL

OPEN PUBLIC COMMENTS

Persons may take one opportunity to address the council for three minutes on a topic not on the agenda. Persons commenting on consent agenda may use this opportunity to speak. There will be no discussion or action taken at that time. This is merely to inform the City Council of your issue(s) or concern(s) and for City Staff to do further research.

APPROVAL OF THE AGENDA

APPROVAL OF MEETING MINUTES

Pg. 3

- City Council Meeting Minutes of January 9, 2023

CONSENT AGENDA

1. Monthly Bills	Pg. 11	2. Treasurer’s Report	Pg.
3. Police Report	Pg. 51	4. Fire Report	Pg.
5. Public Works Report	Pg. 55	6. Building and Zoning Permits	Pg. 56
7. Gambling Report	Pg.	8. Res. 2023-12 Accept Donations to City	Pg. 57
9. Res. 2023-13 Disposal of City Records	Pg. 58	10.	Pg.

If you have any questions, please feel free to contact City Hall at 507.257.3218 or email at jbromeland@eaglelakemn.com.

PRESENTATIONS

1. Roger and Nathan Bechel, 308 and 312 S. Agency Street: Sidewalk Concerns Pg. 61

NEW BUSINESS

1. Recess Regular Meeting and Adjourn into Closed Session as Permitted by Minnesota Statutes Pg. 63
 - a. The meeting will be closed as permitted by the attorney-client privilege (section 13D.05, subdivision 3 (b)) to discuss pending litigation involving Citizens Against Motorsports Park, et al. vs. City of Eagle Lake.
 - b. The meeting will be closed as permitted by section 13D.05, subdivision 3 (b), to consider pending litigation related to the property at 317 LeRay Avenue.
2. Resume Regular Meeting
3. Schedule Public Hearing to Amend Ordinance Related to Expanding Timeframe to Clear Sidewalks Pg. 64
4. Eagle Ridge Phase II Escrow and Request from Developer to Release Remaining Funds Pg. 67
5. Audit Engagement Letter Pg. 84
6. Assign Committed Fund Balance for Capital Outlay Pg. 93
7. Agreement for IT Consulting Services Pg.102
8. Request for Keeping of Chickens within City Limits Pg.175
9. Request to Adjust Emergency Part-Time Snow Plow Operator Hourly Wage Pg.185
10. Amended Use Agreement Pg.186
11. Agreement for MS4 Services Pg.192

OTHER

1. Bobcat Demo Opportunity for Eagle Lake Public Works at Park-PW Director Hartman Pg.197

CITY ADMINISTRATOR REPORT

Pg.198

1. Update on TA Grant Application Process
2. Hiring Updates
3. Water Tower Rehab and Design
4. Upcoming Remote Meeting with Legislators about WTP Funding
5. Recap of Insurance Appraisal

COUNCIL MEMBER'S REPORT

ANNOUNCEMENTS

- Next Regular **City Council** Meeting – March 6, 2023 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **EDA** Meeting – February 23, 2023 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Park Board** Meeting – February 9, 2023 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Planning Commission** Meeting – February 27, 2023 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave

ADJOURNMENT

If you have any questions, please feel free to contact City Hall at 507.257.3218 or email at jbromeland@eaglelakemn.com.

**CITY OF EAGLE LAKE
CITY COUNCIL MEETING
JANUARY 9, 2023**

CALL TO ORDER

- Mayor Norton called the meeting to order at 6:00 p.m.

ROLL CALL

- Council Members present: Garrett Steinberg, Beth Rohrich, Anthony White, John Whittington, and Mayor Tim Auringer.
- Staff present: City Administrator Jennifer Bromeland, Police Chief John Kopp, and Public Works Director Andrew Hartman.

PUBLIC COMMENTS

- None

APPROVAL OF THE AGENDA

- Requested to be added to the agenda under New Business is Resolution 2023-12 Appointing Chris Willette to the Fire Department Active Roster and a Letter from Region 9 asking for a City appointment to their Commission.
- Council Member White moved, seconded by Council Member Rohrich, to approve the agenda as amended. The motion carried with Council Members Steinberg, Rohrich, White, Whittington voting in favor. Mayor Norton abstained due to not being at the December 5th meeting.

APPROVAL OF MEETING MINUTES

- Council Member White moved, seconded by Council Member Rohrich, to approve the December 5, 2022 City Council minutes as presented. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

CONSENT AGENDA

- Council Member White moved, seconded by Council Member Rohrich, to approve the consent agenda.
 - Monthly Bills
 - Treasurer's Report
 - Police Report
 - Fire Report
 - Public Works Report
 - Building & Zoning Permits
 - Gambling Report
 - Res. 2023-01 Designating Official Depositories
 - Res. 2023-02 Designating Official Newspaper
 - Res. 2023-03 Approving 2023 Fee Schedule
 - Res. 2023-04 Electronic Fund Transfer Designated Authority
 - Res. 2023-05 Mayoral Appointments
 - Res. 2023-06 Resignation of Tyler Wallert
 - Res. 2023-07 Appointment of Tom Paulson to Planning Commission
 - Res. 2023-08 Accept Grant from Compeer Financial
- Mayor Norton brought to Council's attention the resignation of Tyler Wallert from Police Department, the appointment of Tom Paulson to the Planning Commission and the grant received from Compeer Financial.
- The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

PRESENTATIONS

1. Luke Israelson, KJ Walk: Escrow Funds

- Mr. Israelson with KJ Walk expressed concerns with the City retaining \$46,000 of escrow funds for repair of boulevards relating to Eagle Ridge Phase 2 development project for work still needing to be done in 2023 and that the City would be hiring an outside contractor to make repairs. He stated he was never informed of this possibility and does not feel the \$46,000 represents the work still needing to be done. He also stated that all work has been completed and that he should receive all remaining escrow funds.
- Mr. Israelson stated that while he did not personally inspect the boulevard work, he was told the work was completed. He stated he is willing to put in the castings and was never made aware they were missing.
- Mr. Israelson explained that he asked for escrow funds to be released in October and then again in November and learned it would be on the December Council meeting which he did not think he would need to attend and that he did not get a copy of Mr. Sarff's letter. He stated that communication from the city was lacking.
- Mr. Israelson stated he could make the necessary improvements for much less than the \$46,000 and would have his company make the needed repairs and that there are many vacant lots which will be developed by contractors.
- Council discussion included that the City has photos of the current state of the boulevards and that there is debris in the poor quality of dirt laid and there are safety concerns with the gap between the sidewalk and boulevard and that this sidewalk is a nice walking loop which gets used.
- Council also mentioned that for several years there has been a lack of communication from the developer and now the City finally has his attention by the withholding of escrow funds. They voiced concern that if funds were released what would the likelihood and timeliness of the repairs being made.
- Also discusses was the purpose of the escrow funds, which are to ensure that there are funds on hand in the event that the City needs to do work not completed by the developer.
- Council Member Rohrich stated she was in full support of withholding these funds.
- Mayor Norton stated she has asked for all emails and she has seen that KJ Walks has failed to communicate with the city repeatedly.
- Administrator Bromeland stated she sent an email on September 29th with pictures advising of concerns and the City did not hear anything back. She stated the \$46,000 retained was the amount suggested by the City's engineer who did consult a contractor as to estimated cost for repairs.
- Council stated that at the December meeting Administrator Bromeland stated that funds in excess of the cost of making repairs would be returned to the developer.
- Council Member Rohrich moved, seconded by Council Member Whittington, to have Mr. Israelson provide the City with a quote for the price of having the work done along with a timeline for the work to be completed and for this to be brought to the February Council meeting for consideration. Motion carried with Council Members Steinberg, Rohrich, White, Whittington and Mayor Norton voting in favor.
- Mr. Sarff recommended that work should be completed by April 30th to allow for seeding during the seeding window.

2. Brian Sarff, Bolton and Menk: WTP Campus Concept Plan, and 2023 Infrastructure CIP

- Mr. Sarff explained that in 2022 the City executed a purchase option for a parcel for a water treatment facility on the west side of Eagle Lake. In September the City received the hydro-ecological assessment finding which included multiple high-capacity wells are feasible at this site, which is located at the northwest corner of 211th and 598th Avenue. Meetings have taken place with Bolton and Menk and City staff to create a conceptual layout of the parcel, which is not a final layout. The goal was to determine how much land is needed which would dictate the next steps.

- Approximately 5 acres of land are needed to be acquired and would be bounded by 211th and 598th and the extension of Peregrine Avenue. Consideration has been given to what is needed to construct a plant and for future expansion, as well as future needs such as a water tower and street improvements in this area. The plant building would have additional storage factored in. A future water tower project is possible 20 years in the future.
 - Well needs were assessed with the possibility of two wells on opposite ends of the parcel, however both wells could not be run simultaneously and one well would be sufficient to service the City. Existing wells #2 and #3 are located in Lake Eagle Park and consideration was given to leave these in service as an emergency backup. It may make sense to construct a raw water line in the future to connect the existing wells to the treatment facility. Well #1 is located by the current water tower and would be sealed and abandoned.
 - A bonding bill is needed to go much further in the process. A bonding bill will allow the City to score higher on future funding applications. The city has one item which is manganese content in the water supply. 2025 would be the earliest possible construction date.
 - The site would have a lot of green space which Council could determine its best use.
 - Council discussion included that the City has a 5 year option with Gary and Kim Hiniker on the parcel and that a sale price has not been identified. Wells have a 50 foot set back for development.
 - Administrator Bromeland confirmed that this concept is sufficient to move forward if funding is received. She has submitted requests for low interest loan/grant funding but has concerns if the project will score high enough without recognition of manganese levels. A meeting in January with legislators to provide them with an update on project would be beneficial since more information has been obtained since the last meeting with them. This project will not be possible without grant funding and a low interest loan.
 - Mr. Sarff stated the purpose of this process is to set the City up for conversations and potential land acquisition.
 - Mayor Norton expressed concern for wanting to ensure future utility bills remain affordable for residents.
 - Mr. Sarff stated the City's existing capital improvement plan for infrastructure needs to be updated periodically and that is what is being done now to include items such as the wastewater treatment plant and CSAH 27 trails. This is a planning and prioritization tool. Current items on the plan include watermain looping in the area of Valley Lane and Cedar Path as well as several full street improvements construction projects which would include water and sewer line work.
 - A CIP can provide the opportunity to prioritize projects and establish timeframes. Street reconstructions would also include sidewalks on one side of the road and include ADA ramps.
 - Mr. Sarff stated that the 429-assessment process is also looked at and stated that the City's current assessment policy is not in touch with benefits received and that the City should consider updating the assessment policy.
 - Administrator Bromeland explained that she is working on a grant application for a shared use path and two sidewalk segments to improve connectivity in the southeast area of Eagle Lake, that the City has submitted a letter of intent and was approved to submit an application which is due by January 13, 2023. She also stated that Shannon Sweeney with David Drown and Associates was present at the meeting and that she would like to work with him on future street and utility project needs and funding options, utility rates and to determine the amount of debt service the City can handle taking on.
3. Randy King, Prokore Inspection: Building Inspection Services
- Mr. King addressed the City Council by stating his company provides building inspection services for Mankato and other communities. He said that he has been contacted by some Eagle Lake community members and that through Prokore's work with the City of Mankato, he feels there would be improvements that could be made in Eagle Lake with administration and enforcement of the state building code and

consistency. He also stated they do not provide zoning review services but that they do deal with soil erosion control and are certified in this area. Currently Prokore is staffed by himself and a partner and that they will soon be hiring an additional staff person. Residential permits currently take 7-10 days for review and issuance and commercial permits 10-14 working days.

- Administrator Bromeland explained the current process includes her reviewing building permit applications for zoning, these are then forwarded on to the Dan Murphy with City Building Inspection Services. Non-zoning permit applications go directly to Dan Murphy for review and issuance. Administrator Bromeland also explained that Mr. King reached out to the staff and she recommended Mr. King come before Council since this was not a City initiated contact.
- Council Member White explained he has worked with Mr. King on a professional basis in the real estate setting and stated he feels Mr. King is willing to go the extra mile and would be an asset to the City.
- Council discussion included that there are no complaints with the current building inspector and that through personal experience Mr. Murphy is very responsive. It was also stated that there is value in consistency and that Mr. Murphy knows the community.
- Council Member Rohrich stated that unless there is a major cost difference for this service, there is a benefit to having someone who is familiar with the City. And that it may be best to stay with who we have.
- Council indicated they would like to compare fees for services offered and were open to opening this service to a request for proposal.

NEW BUSINESS

1. Resolution Requesting Parking Restrictions on CSAH 56 from CSAH 17 to Highway 14
 - Administrator Bromeland explained that following the discussion at the December 5th City Council meeting about whether parking should be allowed on CSAH 56 from CSAH 17 to Highway 14, she reached out to Blue Earth County Engineer Ryan Thilges to find out the next step in this process. Mr. Thilges advised that the Eagle Lake City Council needed to adopt a resolution requesting parking be prohibited on this segment of CSAH 56. The resolution states that the City of Eagle Lake agrees that it will post no parking signs and that the City will be responsible for enforcement of the parking restrictions in this area.
 - Council Member White moved, seconded by Council Member Steinberg, to approve Resolution 2023-09 restricting parking along both sides of CSAH 56 from CSAH 17 to Highway 14. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
2. Resolution Supporting State Bonding for Regional Water Resource Recovery Facility
 - Administrator Bromeland stated an update was provided at Mankato's fall server customer meeting that was held on November 15th at the City of Mankato about the Water Resource Recovery Facility (WRRF) disinfection and digester project costs. The project was initially projected to cost about \$45 million but now is estimated to cost between \$84 million and \$89 million.
 - The City of Mankato is asking member jurisdictions to partner together to lobby legislators for bond funding for this project since it is a critical regional project. Eagle Lake sends its sewage and wastewater to the City of Mankato WRRF for treatment before it is discharged into the Minnesota River. This is a need, not a want. Without improvements, the sewer capacity of the region becomes more fragile.
 - Council Member Steinberg moved, seconded by Council Member White, to approve Resolution 2023-10 A resolution supporting state bonding for the regional water resource recovery facility. The motion carried with Council Members Steinberg, Rohrich, White, Whittington and Mayor Norton voting in favor.
3. Resolution Providing for Issuance and Sale of GO Water Revenue Note. Series 2023A
 - Shannon Sweeney with David Drown and Associates provided information regarding the application for funding through the Minnesota Rural Water Midi-Loan program to fund the water tower renovation project.
 - The total project cost is \$561,690. This includes construction, engineering, and contingency costs and MN Rural Water fees. The funding sources to be utilized to finance the project include a 2023 A General

Obligation Note totaling \$462,000 and a cash contribution of \$99,690 using American Rescue Plan Act (ARPA) funds.

- Mr. Sweeney also explained that past capital planning has identified the needed utility rate structure and the need for a 5% rate increases for the water utility per year for 2023 through 2026 to reach a break even result in 2026 recognizing that small deficits will be incurred in 2024 and 2025. The 2022 water rate was \$31.30 and will increase to \$38.05 in 2026 with a 5,000 gallon per month water usage.
- The terms of the recommended financing is 10 years and can be prepaid any time after February 1, 2030. The interest rate is 3.75%. If approved, the closing date will January 23, 2023.
- Council discussion included the funding will result in \$100,000 in interest being paid.
- Mr. Sweeney suggested that the City can look at when other debt service payments will drop off to plan for when a new project can be taken on. He stated it is his goal to help the city manage its funds well and to understand how decisions impact the City's finances before spending money and to be able to prioritize projects.
- Council Member Whittington moved, seconded by Council Member Rohrich, to approve Resolution 2023-11 a resolution providing for the issuance and sale of a \$462,000 General Obligation Water Revenue Note, Series 2023A, and pledging net revenues for the security and payment thereof. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

4. Fox Meadow Townhomes, LLC, TIF Agreement Modification and Resolution

- Administrator Bromeland explained that a development agreement by and between the City of Eagle Lake and Fox Meadows Townhome. LLC, was adopted in April of 2022 and included a construction start date of August 1, 2023 and a construction end date of January 14, 2023. Due to unforeseen delays on the developer's end with the wetland delineation and EAW processes, the construction start and end dates will now require modification to reflect the actual start and end dates.
- The new language to the First Amendment to Development Agreement will state: "Construction shall begin by May 1, 2023 and the construction of the Project will be substantially completed on or before July 1, 2024, subject to Unavoidable Delays."
- Shannon Sweeney explained that the delay will only impact what is being reimbursed to the developer which will be less. The City's invest in the project would be less.
- Council Member Rohrich moved, seconded by Council Member Steinberg, to approve the modifications included in the First Amendment to Development Agreement for the Fox Meadows TIF Agreement. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

5. Use Agreement with Gary and Kim Hiniker and Steve Wolfe

- Administrator Bromeland explained that before Council is a proposed Use Agreement by and between Gary and Kim Hiniker, Steve Wolfe, and the City of Eagle Lake. The proposed agreement was drafted by legal counsel. The purpose of the agreement is to allow the City of Eagle Lake the ability to create wind rows on farmland owned by Gary and Kum Hiniker when necessary to help combat snow drifting along 598th Avenue in exchange for performing snow removal on three vacant lots owned by Hiniker's on Creekside Drive. The agreement also contains a provision giving staff the authority to issue monetary compensation to the tenant that farms the land in exchange for leaving up rows of either corn or beans to serve as a snow fence in this area.
- Included in the proposed agreement is that the value of the crop left for a snow fence would be calculated by the value of the crop left in the field based on the bushel price on November 1st of each year.
- Administrator Bromeland explained this is similar to the agreement allowing the City to haul leaves to a site owner by Hiniker's and in return the City mows vacant lots.

- Public Works Director Andrew Hartman stated that snow allows for windrows to be created further back from the road, but that corn is also beneficial and more cost effective due to having to contract someone to move snow into windrows.
 - Council Member Rohrich moved, seconded by Council Member Steinberg, to authorize the Use Agreement with Gary and Kim Hiniker and Steve Wolf. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
6. Planning Commission CUP Recommendation for Fox Meadows Housing Development
- Administrator Bromeland explained that a public hearing was held at the December 19th Planning Commission meeting to consider an application for Conditional Use Permit (CUP) from Troy Schrom and the area in the Fox Meadows Housing Development that is zoned R-4 for the 8-plex structures. Mr. Schrom intends to construct thirteen 8-plex structures in the part of the development that is zoned R-4, totaling 104 units. A CUP is being sought for grouped housing consisting of a total of thirteen buildings, each containing eight units to be located in the plat of Fox Meadows. Three buildings to be located in Block 4, eight buildings to be located in Block 5, and two buildings to be located in Block 7. Grouped housing projects are allowed in an R-4 district subject to the regulations for conditional uses. The applicant indicates that no variances will be required.
 - The Planning Commission recommends that the CUP application for the area zoned R-4 in the Fox Meadows Housing Development be approved.
 - Council Member Rohrich moved, Seconded by Council Member White, to grant the Conditional Use Permit. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
7. Website Redesign
- Administrator Bromeland explained that the City's website was down on Monday, January 2nd, and appears to have been compromised. Per an inquiry to the City's current web host, Greg Lee with Webicine, the most likely reason that the website was compromised is because the site is running an older version of Concrete 5 and needs to be upgraded to get security holes patched. Mr. Lee recommends that the site be moved to WordPress to secure it better. The last website refresh was in 2016. The current costs include a \$300 annual fee for web hosting and a \$25 fee for the domain renewal.
 - Two proposals were presented for website redesign. The first from Webicine is the one-time amount of \$5,100. The other from GovOffice in the form of a 4-year contract with an annual cost of \$4,475. The proposal from Webicine is more basic while the proposal from GovOffice offers new and different features and services but at a higher annual cost.
 - Mr. Lee has indicated that WordPress is user friendly and similar to what we are using at the present time with on-page editing. It is anticipated that the process to move to the new platform would take approximately one month. Given that the City's website platform is currently obsolete and the website is vulnerable to being compromised, City staff recommended that the estimate from Webicine be approve using funds set aside in general government, and that the conversion process be implemented as soon as possible.
 - Council Member Rohrich moved, seconded by Council Member Steinberg, to accepted the estimate from Webicine to upgrade and redesign the City's website. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
8. Resolution 2023-09 Add Christopher Willette to Active Fire Department Roster
- Council Member Whittington moved, seconded by Council Member Rohrich, to approve Resolution 2023-12 appointing Christopher Willette to the active fire department roster. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

9. Region 9 Development Commission Appointment

- Mayor Norton stated a letter has been received requesting that the City's vacant seat on the Region Nine Commission be filled. Mayor Norton volunteered to fill this seat if no other Council Member was interested.
- Mayor Norton moved, seconded by Council Member White, to appoint Mayor Norton to the Region Nine Commission. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

OTHER

- None

CITY ADMINISTRATOR REPORT

1. Hiring Update for 4th FT PW Worker, 4th FT Police Officer, and Community Development Coordinator
 - Job announcements will be posted externally on January 9th for the 4th full-time public works worker and 4th full-time police officer. Very few applications have been received for the newly created community development coordinator position. A review of applications will take place and interviews scheduled for those that meet minimum qualifications.
2. Upcoming Friday Family Fun Programming
 - The Mankato Area Public Schools Community Education Enrichment staff in partnership with the City of Eagle Lake Park Board and Eagle Lake Elementary School will be opening Eagle Lake Elementary School from 6:30-8:30 p.m. on Friday evenings from February 3rd-March 24th. A variety of activities are being planned, including open gym, library and maker space activities, bingo and trivia. Each week different activities will be offered for families to enjoy. There is no cost to participate and all activities are free and open to the Eagle Lake community.
3. Upcoming 4th Annual Winter Activities at Lake Eagle Park on Feb. 4th from 2-4 p.m.
 - The Park Board will host the 4th Annual Winter Activities Event at Lake Eagle Park on Saturday, February 4th from 2:00-4:00 p.m. This is a free event and open to the public. It is geared towards encouraging outdoor physical activity and winter fun at the park.
4. Winter Newsletter
 - The newsletter will be printed and mailed to all postal patrons with a 56024 zip code shortly.

COUNCIL REPORTS

1. Council Member Steinberg passed along a resident's comment that the City's roads are not in good shape before snow emergencies are lifted and voiced his agreement with this comment. The resident also stated that the Public Works department is doing a good job. Public Works Director Andrew Hartman explained that the purpose of the snow emergency was to allow for the pushing of snow back and making the roads wider. Once accomplished the snow emergency was lifted and staff continued to clear the remainder of the snow.
2. Council Member Steinberg stated he would like to see the City establish a task force to look into the possibility of a Eagle Lake community center, stating that venues are highly sought after. A task force could determine what could be part of a regional aspect.
3. Council Member Rohrich stated that Council should determine their goals and start addressing them.
4. Council discussed the times of the EDA and Park Board meetings and determined the 6:45 a.m. meetings are working well.

ADJOURNMENT

- Council Member Rohrich moved, seconded by Council Member White, to adjourn the meeting at 8:28 p.m. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

Lisa Norton, Mayor

Kerry Rausch, Deputy Clerk

CITY OF EAGLE LAKE

01/31/23 1:53 PM

Page 1

*Check Summary Register©

January 2023

Name	Check Date	Check Amt	
10100 Cash			
1617e PSN	1/4/2023	\$610.32	December 2022 fees
1618e MN DEPT OF LABOR & INDUSTR	1/4/2023	\$229.00	4th Qtr 2022 Fees
1619e PERA	1/4/2023	\$5,277.69	BW 01-05-23
1620e MN DEPT OF REVENUE	1/4/2023	\$1,698.00	December 2022 Sales Tax
1621e PERA	1/17/2023	\$4,790.86	BW 01-19-23
1622e WEX HEALTH INC.	1/17/2023	\$453.86	BW 01-19-23
1623e WEX HEALTH INC.	1/17/2023	\$22.00	December Fee
1625e PITNEY BOWES GLOBAL FINAN	1/23/2023	\$104.48	Ink for meter
1626e PERA	1/23/2023	\$40.00	MO 01-23
1627e AFLAC	1/26/2023	\$146.76	December 2022 Premium
1628e AFLAC	1/26/2023	\$146.76	January Premium
45016 ARAMARK	1/5/2023	\$50.69	
45017 BUREAU OF CRIMINAL APPREH	1/5/2023	\$375.00	Gullemette 2023 Training
45018 CETRIX TECHNOLOGIES INC	1/5/2023	\$159.00	GLOVES
45019 CHRISTOPHER KENNEDY	1/5/2023	\$783.00	December Fees
45020 CITY BUILDING INSPECTION SR	1/5/2023	\$6,549.41	2022 Inspections
45021 COALITION OF GREATER MN CI	1/5/2023	\$6,122.00	2023 Dues
45022 COMPUTER TECHNOLOGY SOL	1/5/2023	\$2,236.51	
45023 CONSOLIDATED COMMUNICATI	1/5/2023	\$577.42	Acct 507-150-0101/0
45024 CORNERSTONE STATE BANK-LE	1/5/2023	\$194,622.00	Refunding Bond, Series 2021B
45025 DELTA DENTAL OF MN	1/5/2023	\$841.21	January 2023 Premium
45026 EAGLE EXPRESS	1/5/2023	\$1,365.25	December 2022 Fuel
45027 EMBLEM ENTERPRISES INC	1/5/2023	\$386.95	
45028 FRESH START CLEANING AND	1/5/2023	\$100.00	December Service
45029 GOPHER STATE ONE CALL	1/5/2023	\$21.60	December Tickets
45030 LEAGUE OF MN CITIES	1/5/2023	\$350.00	Lisa Norton-Elected Leaders Institute
45031 MATHESON TRI GAS INC	1/5/2023	\$101.62	
45032 MENARDS	1/5/2023	\$171.96	
45033 MJM MEDICAL DIRECTION CONS	1/5/2023	\$500.00	2023 Medical Direction
45034 MN CHIEFS OF POLICE ASSOC.	1/5/2023	\$342.00	Membership Renewal
45035 MN STATE FIRE DEPT ASSOC.	1/5/2023	\$225.00	2023 Membership Dues
45036 NORTHLAND TRUST SERVICES	1/5/2023	\$60,068.75	Refunding Bond Series 2017A
45037 PRINCIPAL LIFE INSURANCE CO	1/5/2023	\$202.84	Jan-Feb 2023 Premium
45038 STREICHERS	1/5/2023	\$192.98	John Kopp
45039 U.S. BANK	1/5/2023	\$87,120.00	GO Bond Series 2021A
45040 UNITED STATES POSTAL SERVI	1/5/2023	\$289.00	Winter Newsletter
45041 VOLUNTEER FIREFIGHTERS BE	1/5/2023	\$190.00	2023 Membership Dues
45042 BCBS OF MN	1/18/2023	\$13,921.16	February Premium
45043 CASEYS BUSINESS MASTERCA	1/18/2023	\$3,197.76	
45044 PRINCIPAL LIFE INSURANCE CO	1/18/2023	\$202.84	January/February Premium
45045 US BANK EQUIPMENT FINANCE	1/18/2023	\$114.00	Equipment Lease
45046 Verizon Wireless	1/18/2023	\$276.67	
45047 ACTIVE 911 INC	1/31/2023	\$108.15	Family SMS for an Agency
45048 ADP, LLC	1/31/2023	\$397.35	
45049 ARAMARK	1/31/2023	\$253.91	
45050 ASCAP	1/31/2023	\$420.00	2023 License for Music on Parkway
45051 AURINGER, MANDY	1/31/2023	\$33.32	Winter Park Event Supplies
45052 BADGER METER	1/31/2023	\$95.76	Hosting Service
45053 BAYNON DATA SYSTEMS INC	1/31/2023	\$2,565.00	SOFTWARE AND SUPPORT
45054 BATTERIES PLUS	1/31/2023	\$23.31	
45055 BENCO ELECTRIC	1/31/2023	\$514.13	STREET LIGHTING
45056 BHE COMMUNITY SOLAR LLC	1/31/2023	\$1,330.04	December Charges
45057 BLUE EARTH COUNTY CHIEF AS	1/31/2023	\$120.00	2023 Chief Association Dues (Fire)
45058 BLUE EARTH COUNTY FINANCE	1/31/2023	\$1,905.50	Annual Sheriff Training Contract

L1

CITY OF EAGLE LAKE

*Check Summary Register©

January 2023

Name	Check Date	Check Amt	
45059	BLUE EARTH COUNTY HIGHWA	1/31/2023	\$2,424.36 December Sand and Salt Charges
45060	B. E. COUNTY SHERIFFS DEPT	1/31/2023	\$360.00 4th Qtr Record Keeping Fee
45061	BOLTON & MENK INC	1/31/2023	\$6,582.00 Fox Meadows Development - 2022 Expense
45062	BROMELAND, JENNIFER	1/31/2023	\$93.09 Reimbursements
45063	C & S SUPPLY CO INC	1/31/2023	\$85.96 Quick Lock Grease Coupler
45064	CANON FINANCIAL SERVICES IN	1/31/2023	\$217.00 Copier Contract Fee
45065	CARRIAGE REPAIR INC	1/31/2023	\$564.29 2006 GMC Rescue
45066	CENTER POINT ENERGY	1/31/2023	\$3,064.94 November Billing Period
45067	CLARK, TIFFANY	1/31/2023	\$9.07 UTILITY BILL REFUND - OVERPAYMENT
45068	CONSOLIDATED COMMUNICATI	1/31/2023	\$578.95 Account # 507-150-0101/0
45069	CORNERSTONE STATE BANK	1/31/2023	\$35.00 Safe Deposit Box Rent
45070	DELTA DENTAL OF MN	1/31/2023	\$943.29 February Premium
45071	ECKBERG LAMMERS, P.C.	1/31/2023	\$649.00 Kopp-Field Teaching Officers Certification Cour
45072	EMERGENCY APPARATUS	1/31/2023	\$4,592.10 Engine 4324 (old 4311)
45073	FEDEX	1/31/2023	\$5.15
45074	GOPHER STATE ONE CALL	1/31/2023	\$50.00 2023 Annual facility Operator Fee
45075	GOVERNMENT FORMS & SUPPLI	1/31/2023	\$172.50 Window Envelops
45076	HAWKINS	1/31/2023	\$50.00
45077	J.R. BRUENDER CONSTRUCTIO	1/31/2023	\$245.00 Skating Rink Location
45078	LEAGUE OF MN CITIES	1/31/2023	\$489.00 Rohrich and Bromeland, Land Use Regulstion
45079	LINDE GAS & EQUIPMENT INC	1/31/2023	\$76.82
45080	LJP ENTERPRISES	1/31/2023	\$11,907.60 Small = 945 houses Large = 121 houses
45081	LOFFLER COMPANIES INC	1/31/2023	\$171.00 Copier Fee
45082	MANKATO BEARING CO.	1/31/2023	\$20.69 Screw Lock Set
45083	MANKATO CLINIC	1/31/2023	\$424.92 Ruel and Goettl
45084	MENARDS	1/31/2023	\$395.56
45085	METRO SALES INC	1/31/2023	\$464.05 Contract Rate
45086	MN DNR-OMB	1/31/2023	\$273.51 Water Permit 1979-4363
45087	MN PUBLIC FACILITIES AUTHOR	1/31/2023	\$1,938.74 Interest Payment
45088	MN PUMP WORKS	1/31/2023	\$21,790.87 Lift Station - replace pump #3
45089	MN STATE FIRE DEPT ASSOC.	1/31/2023	\$225.00 2023 MSFDA Dues
45090	MN VALLEY REGIONAL FIREFIG	1/31/2023	\$100.00 2023 Dues
45091	MINNESOTA WASTE PROCESSI	1/31/2023	\$8,134.00 December Charges
45092	MODERN MARKETING INC	1/31/2023	\$2,577.51 MxGlide Pens
45093	NORTH CENTRAL INTERNATION	1/31/2023	\$15.86 Flaps
45094	NORTHLAND SECURITIES	1/31/2023	\$435.00 Annual Report
45095	PITNEY BOWES GLOBAL FINAN	1/31/2023	\$0.00 Ink for meter
45096	SCHWICKERTS	1/31/2023	\$320.00 Service Call
45097	SOUTHERN MN INITIATIVE FOU	1/31/2023	\$1,000.00 2023 Contribution
45098	STAPLES BUSINESS ADVANTA	1/31/2023	\$152.20
45099	STATE OF MINNESOTA	1/31/2023	\$200.00 Well House #1
45100	STREICHERS	1/31/2023	\$680.01 Guillimette
45101	TEAM LAB	1/31/2023	\$92.50 Class Cleaner
45102	THINK! INK	1/31/2023	\$171.96 PW Ink
45103	WEBICINE	1/31/2023	\$2,550.00 Website Redesign
45104	West Bank Trust-BLC	1/31/2023	\$262.57 UTILITY BILL REFUND - OVERPAYMENT
45105	XCEL	1/31/2023	\$7,249.95
		Total Checks	\$485,783.84

FILTER: ((([Act Year]='2023' and [period] in (1)))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??') or [EFT])) and [Cash Act]='10100'

12

CITY OF EAGLE LAKE

01/31/23 9:30 AM

Page 1

***Check Summary Register©**

January 2023

Name	Check Date	Check Amt	
10101 EDA Cash			
475	GREATER MANKATO GROWTH-I	1/31/2023	\$7,187.58 2023 REDA AGREEMENT
	Total Checks	\$7,187.58	

FILTER: ((([Act Year]='2023' and [period] in (1))) and ((true)) and [Cash Act]='10101')

13

Pay Dates 01/05/2023, 01/19/2023, 01/26/2023

Payroll Name	Pay Date	Net Pay
Auringer, Mandy L	01/05/2023	781.03
Auringer, Mandy L	01/19/2023	830.59
Bromeland, Jennifer J	01/05/2023	2,806.06
Bromeland, Jennifer J	01/19/2023	2,888.29
Goettl, Brian K	01/05/2023	2,083.03
Goettl, Brian K	01/19/2023	1,854.08
Guillemette, Connor M	01/05/2023	1,620.09
Guillemette, Connor M	01/19/2023	1,574.58
Haber, Jerald L	01/05/2023	52.13
Hartman, Andrew R	01/05/2023	1,974.83
Hartman, Andrew R	01/19/2023	1,891.79
Jensen, Dustin D	01/05/2023	2,366.04
Jensen, Dustin D	01/19/2023	1,651.57
Konz, Noah J	01/26/2023	36.94
Kopp, John A	01/05/2023	2,418.66
Kopp, John A	01/19/2023	2,264.59
Lee, Matthew A	01/05/2023	92.35
Nicklay, Michael L	01/05/2023	1,082.83
Nicklay, Michael L	01/19/2023	1,296.86
Norton, Elizabeth Jean	01/26/2023	349.40
Rausch, Kerry L	01/05/2023	1,201.95
Rausch, Kerry L	01/19/2023	1,247.71
Rohrich, Elizabeth K	01/26/2023	277.05
Ruel, Nathan W	01/05/2023	1,407.80
Ruel, Nathan W	01/19/2023	1,155.06
Simpson, Vern L	01/26/2023	199.40
Steinberg, Garrett R	01/26/2023	277.05
White, Anthony D	01/26/2023	277.05
Whittington, Johnnie L	01/26/2023	277.05

14

Wire Transfers Made in 2023

<u>Date</u>	<u>Description</u>	<u>Initiated by</u>
1/26/2023	Initated \$350,000 transfer from Now Acct to ICS account	Kerry

In January, we participated in our winter qualification with the Blue Earth County Sheriff's office. This is Post Mandated, and all officers completed this training.

At the end of February, Officer Dustin Jensen will be attending (FTO) training or Field Officer Training. This will assist the department with training new hires and evaluating their progress.

We will be at the Winter Park festival celebration on February 4th. We will be visiting with the children and their parents and handing out items to the children and their parents. This is a great way to interact with the children and their parents.

If the Council has any questions or concerns, please feel free to contact me at 507-257-3110 or at elpd@eaglelakemn.com.



Chief John Kopp
Eagle Lake Police Department

Eagle Lake Police Department Accumulative Report

Traffic Ticket Report	January	February	March	April	May	June	July	August	September	October	November	December	Total
Careless Driving	0												0
DAS/DAR/DAC	1												1
Equipment Violations	0												0
Expired Tabs	0												0
Other	2												2
Seatbelt	0												0
Speeding	0												0
Stop Sign	0												0
Traffic Stops	28												28
Warnings	26												26
													Total
Calls for Service													
Accidents	1												1
Administrative Citations	0												0
Alarms	1												1
Animal Comp.	4												4
Assaults	0												0
Assist	6												6
Assist Ambulance	4												4
Assist Fire Dept	1												1
Assists OA	9												9
Burglary	0												0
Call Outs	9												9
Civil	3												3
Directed Patrol	58												58
Disturbance	3												3
Domestic	0												0
Driving Comp.	1												1
DWI	1												1
Fraud	0												0
Harrassment	0												0
Miscellaneous	32												32
Narcotics	1												1
Noise Comp	0												0
Ordinance Viol.	4												4
Party Comp.	0												0
Property Damage	0												0
Runaway/Missing Person	1												1



Andrew Hartman
Public Works Director
90 LeRay Avenue
Eagle Lake, MN, 56024
(507)257-3218
ahartman@eaglelakemn.com

February 2023

To: Mayor Norton, City Council and City Administrator Jennifer Bromeland

From: Andrew Hartman Public Works Director

Water: We will be getting a new heater put in the main well house at the park. Met with the Fire Chief to start planning for the water tower rehab.

Sewer: We have been monitoring the temp controls at the main lift station. MN Pump did our annual maintenance on all of the lift stations.

Streets: We have been cleaning out cul-de-sacs. We have been scraping streets and sanding trying to get the ice pack off the streets. We have been fixing and doing regular maintenance on all the snow removal equipment.

Parks: We have been clearing paths of snow. I have been working with a few contractors on drawings and getting bids for a pavilion.

Storm Sewer: We have been working to clear snow from in front of catch basins throughout town.

If you have any questions or concerns, please feel free to contact me at ahartman@eaglelakemn.com

Andrew Hartman

2023 Building Permits Issued

<u>HOUSE #</u>	<u>STREET</u>	<u>VALUE</u>	<u>Project Description</u>
221	Connie Ln	\$ 10,575.00	AC/Furnace
313	LeSueur Ave	\$ 5,000.00	Furnace
203	Perry St	\$ 23,000.00	Reside
110	Plainview St.	\$ 12,696.00	Foundation Repair

RESOLUTION NO. 2023-12
A RESOLUTION ACCEPTING A DONATION TO THE CITY.

WHEREAS the City of Eagle Lake is generally authorized to accept donations pursuant to Minnesota Statutes for the benefit of its public recreational services.

WHEREAS the following entity has offered to contribute the cash amount set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Cub Food East	Cookies
Scheels	2 gift cards
WOW Zone	Coupons
Dairy Queen	Coupons
Bromeland Law	Football and Soccer Ball
Borgs Homes	5 Large Stuffed Animals and Cotton Candy

WHEREAS, the terms or conditions of the donations, if any, are as follows:

To be applied towards the Park Board Winter Event projects.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Eagle Lake, MINNESOTA AS FOLLOWS:

1. The donation described above is accepted and shall be used towards the Park Board Winter Park Event.

Passed by the City Council of Eagle Lake, Minnesota this 6th day of February 2023.

Lisa Norton
Mayor

Attested:

Jennifer J. Bromeland
Administrator

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2023-13**

A Resolution Accepting the Disposal of City Records

WHEREAS, Eagle Lake City Council has adopted the State of Minnesota Record Retention Standards; and

WHEREAS, current records were reviewed and records that may be disposed of are listed in Attachment A; and

WHEREAS, the City believes it is appropriate for the disposal of these records.

NOW THEREFORE BE IT RESOLVED, that the City Council accepts the disposal of these records

Adopted by the City Council of Eagle Lake, MN this 6th day of February 2023.

Lisa Norton, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(SEAL)

RECORD RETENTION - 2023 DISPOSAL LOG
Attachment A - Number of Boxes: 5

<u>Year</u>	<u>DESCRIPTION</u>
2013	Bank Statements
2014	Bank Statements
2016	Building Surcharge Reports
2016	BEC Taxpayer escrow
2016	Direct Deposit
2016	Articles & Publications
2016	Property Searches
2016	Sales & Use tax
2016	Voided Checks
2016	Unemployment Reports
2016	Accounts Payable Invoices
2016	Employment Training-gone 5 years
2021	Dog License
2020-2022	ACH Forms-Residents who moved
2012	Payroll Fed & State
2012	Property Tax Statements
2015-2016	UB Receipt Book
2016-2019	Rental License- 217 Falcon Rn
2016	Building Permits
2016	Health Care Certificates
2016	Health Care Group Contracts
2016	Group Member Life Insurance
2016	Small Group Renewal Checklist
2020	Solicitor License
2020	Chamber Rental Agreements
2020	Dog license
2018	Employment Medical Reports
2018-2019	ROW Permits
2014	Employment Apps & Background checks-not hired
2014	Affirmative Action Recruitment Form
2006	Liquor License-On Sale

2007-2011	Kennel license
2006-2007	Health Care Ins.
2007-2008	Insurance Quote
2006-2007	Property Ins.
2021	Solicitor License
2021	Dog license
2020	UB Tabs
2021	Chamber Rentals
2020	Outage Reports
2019	Move in/out forms



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Sidewalk Concerns – Roger and Nathan Bechel, 308 and 312 S. Agency Street

Roger Bechel, 308 S. Agency Street, and Nathan Bechel, 312 S. Agency Street, have requested via an email sent to City staff on January 26th, a copy of which is attached, that they be added to the agenda this evening to speak with you about sidewalk concerns. Specifically, they would like to discuss sidewalk winter maintenance, equipment used to maintain/clear snow from the sidewalk, and posting for “recreational vehicles not allowed”.

For purposes of providing background, City staff received an email on January 7th from Roger Bechel advising that snowmobilers were using the sidewalks past 312 South Agency Street. Mr. Bechel requested that the City post signs on the power poles informing snowmobilers that they are not allowed on any sidewalks. Upon receiving the email from Mr. Bechel, City staff notified the Chief of Police and asked that the Police Department monitor the situation. In addition, City staff inquired with Xcel Energy about the possibility of posting signage on power poles. Xcel Energy responded that they generally discourage any attachments to their poles. City staff followed back up with Mr. Bechel on January 12th to advise that the Police Department was notified so that they can monitor and that Xcel Energy was contacted about the possibility of posting signage and told that it is generally discouraged to add any attachments to their poles. Another email was received on January 15th from Mr. Bechel advising that snowmobiles were on the sidewalk along South Agency Street that day. Nathan Bechel advised via email on January 22nd of another snowmobile traveling down the sidewalk of South Agency Street.

Roger and Nathan Bechel will be at this evening’s meeting to discuss the matter in more detail with the City Council.

Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Nathan Bechel <nathan.bechel@gmail.com>
Sent: Thursday, January 26, 2023 11:49 AM
To: Jennifer Bromeland
Cc: Bechel, Roger (Minnesota Paving and Materials)
Subject: Re: meeting with you when you return

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jennifer,

We'd like to meet with you 02/03/2023 during your latest available time slot that day. So 4:00 pm the first Friday of February would work best for us if possible. This meeting will serve as a precursor to us being on the city council meeting agenda 02/06/2023, and I am formally requesting to be on the agenda via this email. We would like to discuss in greater detail the challenges regarding snow/maintenance on Agency Street. We want to discuss the proposed update to snow removal policy and what is expected of residents in maintaining City connectivity paths. We have a related safety concern with recreational vehicles travelling down the sidewalk for enjoyment and not maintenance. We want to be involved and heard in regards to expectations and the policy we as residents are to follow. The best way we can think of to find collaborative and practical solutions and accurately descriptive City code is to demonstrate the challenges we face as residents. Please confirm a meeting time as soon as possible. Thank you for your time and consideration.

Bechels

Nate, would you wish to reply to Jennifer per below? Rewrite as you see fit.

Would 2-3-23 later afternoon work for a meeting with Jennifer?

Nathan and Roger Bechel would request to be added to the agenda for the 2-6-23 city council meeting. Topics will include sidewalk winter maintenance, equipment used to maintain/clear snow from the sidewalk, posting for "recreational vehicle not allowed".

Other items you wish to address.

On Mon, Jan 23, 2023 at 7:40 PM Jennifer Bromeland <jbromeland@eaglelakemn.com> wrote:

Hi Roger,

To confirm, I did receive the email sent by Nathan, and yes, I can meet with you when I return to the office. I'll be back next week. What day and time typically works best for you? Once I hear back from you, I will check my meeting schedule and then let you know a time to meet.



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023


To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Closed Session

The regular meeting will be recessed to adjourn into closed session as permitted by Minnesota Statutes:

1. The meeting will be closed as permitted by the attorney-client privilege (section 13D.05, subdivision 3 (b)) to discuss pending litigation involving Citizens Against Motorsports Park, et al. vs. City of Eagle Lake.
2. The meeting will be closed as permitted by section 13D.05, subdivision 3 (b), to consider pending litigation related to the property at 317 LeRay Avenue.

Legal counsel will be present during the closed session.

Following the closed session, the regular meeting will resume.


Jennifer J. Bromeland
City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023


To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Sidewalks and Snow Removal

Discussion took place at a recent City Council meeting about the need to look into the timeframe with which property owners have to clear sidewalks of snow and ice following a snow or other precipitation event. Concern was expressed that the current timeframe of twelve hours to remove snow and ice from sidewalks is too short and poses challenges for property owners. Attached is an excerpt of City Code - Chapter 3, Section 3.010, Subdivision 3(A) – related to public nuisances affecting peace and safety. Also attached is an excerpt from the City’s Snow Plowing Policy which also includes a reference to public sidewalks.

City staff was asked to survey area cities and find out how long property owners are given to clear sidewalks. Below is a summary of findings.

City	Timeframe to Clear Sidewalks of Snow and Ice
Eagle Lake	12 Hours
Janesville	24 Hours
Lake Crystal	24 Hours
Le Center	12 Hours
Le Sueur	24 Hours
Madison Lake	24 Hours
Mankato	24 Hours
Mapleton	36 hours
North Mankato	48 Hours
St. Peter	24 Hours
Waseca	24 Hours

Discussion should ensue. If there is an interest in amending Chapter 3, Section 3.010, Subdivision 3(A), to expand the timeframe to clear sidewalks, then a public hearing should be scheduled to that effect for the upcoming March 6th City Council meeting.


Jennifer J. Bromeland
City Administrator

64

Chapter 3 of City Code

- L. All public exposure of people having a contagious disease requiring quarantine;
- M. Any offensive trade or business as defined by Minnesota statutes not operating under local license;
- N. Any other acts, omissions of acts, occupations, and uses of property which are a menace to the health of any of the inhabitants of the City;

Subd. 2. Public Nuisances Affecting Morals and Decency. The following are hereby declared to be nuisances affecting public morals and decency:

- A. All gambling devices, slot machines, and punch boards, except as otherwise authorized by ordinance;
- B. Betting, bookmaking, and all apparatus used in such occupations;
- C. All houses kept for the purpose of prostitution or promiscuous sexual intercourse, gambling houses, houses of ill fame, and bawdy houses.
- D. All places where intoxicating liquor is manufactured or disposed of in violation of law, people are permitted to resort for the purpose of drinking intoxicating liquor, or where intoxicating liquor is kept for sale or disposition in violation of law, and all liquor and property used for maintaining such a place.

Subd. 3. Public Nuisances Affecting Peace and Safety. The following are declared to be nuisances affecting public peace and safety:

- A. All snow and ice not removed from public sidewalks 12 hours after the snow or other precipitation causing the condition has ceased to fall.
- B. All trees, hedges, billboards, or other obstructions which prevent persons from having a clear view of traffic approaching an intersection from cross streets in sufficient time to bring a motor vehicle moving at a reasonable speed to a full stop before the intersection is reached.
- C. All wires and limbs of trees which are less than 15 feet above the surface of any public street or sidewalk.
- D. Haphazard planting of tree farms or any heavy concentration of coniferous plants or shrubbery causing possible fire hazards within 40 feet of any building, unless such planting meets generally acceptable landscaping standards.
- E. No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, safety, or welfare of any person or precludes their enjoyment of property.
(Amended 05-01-17)

Excerpt from Snow Removal Policy

Cul-de-sacs. It takes considerably longer to clear snow from cul-de-sacs than other “uninterrupted” stretches of City streets. Because of the low traffic volume and high cost-to-benefit ratio, cul-de-sacs and dead-end streets have the lowest priority. Cul-de-sacs will be cleared, but it will likely be several days after a storm ends.

In an effort to become more efficient, crews will, when feasible, use the following standard in plowing snow in cul-de-sacs:

1. One full pass will be made around the perimeter of the cul-de-sac with a snowplow, pushing the snow to the outside of the cul-de-sac.
2. As time allows after a heavy snow, the snow will be plowed out of the center of the cul-de-sac and dispersed to the sides of the street.

Sidewalks. Eagle Lake Property owners are responsible for keeping all sidewalks along their property clear of snow and ice. The City requires residents to clear their sidewalks within 12 hours after a snowstorm. City crews are responsible for clearing sidewalks at City’s facilities. Snow removed from sidewalks and driveways should be placed in the boulevard area or on private property and **NOT** in the public roads.

Driveways. Snow moved by a snowplow blade has no place to go but in the road right-of-way, which includes driveways. Many times snowplowing forms snow drifts across driveway approaches, which may create hardships for some residents. However, the City possesses neither the personnel nor equipment to clear driveway approaches within the City. Snow removal of the driveway approaches is the resident's responsibility.

Mail Delivery. In most cases, damage occurs during the plowing process because aged posts or improperly mounted boxes are unable to withstand the rigors of the winter plowing season. The City will replace the mailbox and/or post if it is actually struck and damaged by a snowplow. Mailboxes should be installed to withstand heavy or wet snow coming off the end of the plow. The final cleaning adjacent to mailboxes is the responsibility of the property owner. If damage occurs due to snow discharge or snow storage, the City will not be responsible for repairs.

Trails. Some paved sections of the City's trail system will be cleared of snow by City crews as time allows. Unpaved areas are left unplowed for various forms of winter recreation. The trails are the last priority and will be cleared after all other roads in the City have been addressed.

Fire Hydrants. There are many fire hydrants located throughout Eagle Lake. During this time of year, we can expect that snow and snow removal activities may cause snow to be piled near fire hydrants and obstruct their access. It is important for residents living and businesses operating near fire hydrants to keep this in mind and take action during their personal snow removal activities. It is recommended that a



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

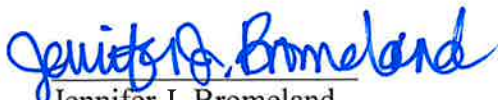
To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Escrow Funds - KJ Walk, Inc.

Luke Israelson with KJ Walk appeared before the City Council at the January 9th meeting to contest the escrow funds that have been withheld for the purpose of completing necessary restoration work involving boulevards. A motion was made and passed at the January 9th meeting requesting that Mr. Israelson provide a quote of what it will cost him to complete the work along with a timeline for the work to be completed for the City Council's review and consideration at the February 6th meeting. Since the January 9th meeting, a response has been received from Mr. Israelson via email, a copy of which is attached. Of the \$46,057.50 remaining escrow funds, Mr. Israelson indicates that only \$5,008 is needed for his crew to complete the boulevard restoration work.

For purposes of providing background, the \$46,057.50 figure was recommended by the City's engineer with Bolton and Menk, Brian Sarff, and based upon pricing that he obtained from a local contractor to complete the work if hired by the City. Per Mr. Sarff, the MnDOT seeding window is April 1st-June 30th. Mr. Sarff recommends that a deadline of April 30th be established so that if the work isn't completed, the City still has some time to hire a contractor and complete the work before the seeding window is closed. In addition, backfilling is needed sooner rather than later due to safety concerns.

For reference purposes, attached is the information that was included with the January 9th packet. Also attached is a map showing the boulevard area to be restored.

Discussion should ensue.


Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Luke Israelson <luke@kjwalk.com>
Sent: Tuesday, January 10, 2023 9:41 AM
To: Jennifer Bromeland
Cc: Amy Skillestad; Warren Israelson
Subject: Eagle Ridge 2nd Boulevard Restoration Cost and Escrow Funds

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jennifer, please make sure this communication is forwarded on to the Mayor, City Engineer and City Council members.

To whom it may concern:

In answer to the question I received at last night's meeting about the estimated cost for the restoration work; in 2022 KJ Walk billed out \$4 per square yard for boulevard restoration to the City of Lakeville for a section of roadway that we constructed for them adjacent to one of our developments. The work in Lakeville was completed using material from on site and is a very similar situation to what exists in Eagle Ridge 2nd with it being a new roadway and new bituminous trails. In the new phase of Eagle Ridge 2nd we installed approximately 2,049 lineal feet of sidewalk and there is roughly 5.5 feet of boulevard between the sidewalk and curb resulting in 1,252 square yards of restoration. Accordingly, we would budget \$5,008 (1,252 SY * \$4/SY) toward restoration work assuming the entire site needs to be reworked. This amount would cover 2 operators with equipment for 2 days plus fuel, mobilization and overhead which should be sufficient to complete the work.

My understanding of the resolution from the December 6th (minutes) and January 9th (attended in person) meetings is that the City of Eagle Lake is being told by their City Engineer and agrees that \$46,057.50 is a representative number for the work outstanding for boulevard restoration if completed by an outside contractor and that KJ Walk has forfeited the escrow funds and has no further rights to that money without a new resolution by the City Council.

It was said several times during the January 9th meeting that taking the \$46,057.50 was needed to get our attention. I dispute the truth of that statement. I requested the escrow funds be returned on October 11th and after that date no notice of deficiencies in the work completed by KJ Walk, or any other substantial communication whatsoever, was given until AFTER the city had deemed the \$46,057.50 forfeited by KJ Walk at the December 6th City Council meeting. I will reiterate here what I've written in earlier emails; had we been notified of the issue back in October, we could have assessed and, more than likely, resolved the issue before we had snowfall shut us down for the year.

Please confirm my understanding of the current status of the outstanding \$46,057.50 and let me know if you have any questions for me.

Thank You,



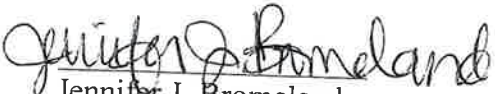
705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

January 9, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Escrow Funds - KJ Walk, Inc.

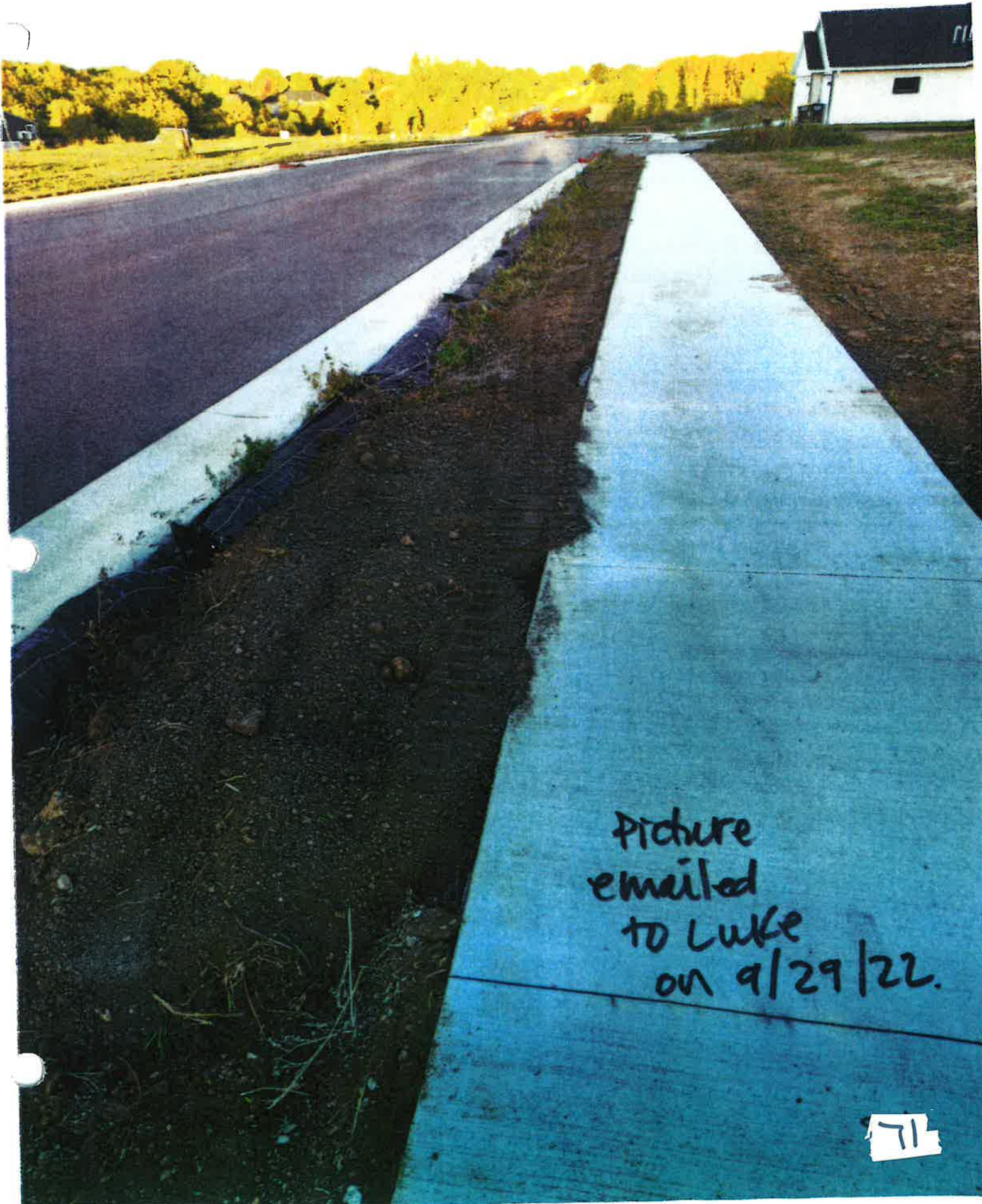
Luke Israelson with KJ Walk has requested the ability to appear before the City Council this evening to contest the escrow funds that have been withheld for the purpose of completing necessary restoration work involving boulevards.

For reference purposes, attached is an excerpt of last month's minutes in which this matter was discussed and other supporting informational items. Included are some pictures showing the unsatisfactory condition of the boulevards which were sent to Mr. Israelson on September 29th by Mr. Sarff. Included in Mr. Sarff's email was a reminder to finish the boulevard restoration and that some areas would need to be excavated to allow for 6" of topsoil. City staff is unaware of any follow-up communication by Mr. Israelson acknowledging the concern about boulevard restoration corrective action or a timeline for when the restoration work would be completed so that a timely follow-up inspection could take place to verify that the final product did or did not meet city standards.


Jennifer J. Bromeland
City Administrator

10. Release of Escrow for Eagle Ridge, Phase II, from KJ Walk

- Administrator Bromeland stated she received a request from Amy Skillestad, Vice President of KJ Walk Inc, for a release of funds deposited with the City of Eagle Lake in 2021 for outstanding punch list items for Phase Two of the Eagle Ridge Subdivision. The funds were required as part of a supplemental agreement to the original developer's agreement.
 - Brian Sarff with Bolton and Menk stated that in 2021 KJ Walk provided the City with \$154,257.50 to be placed in escrow to cover items on the punch list. Punch list items included a damaged gate valve in the street, storm water pond corrections, bituminous warecourse, and the sidewalks. All items on the punch list have been completed, however the restoration work along the installed sidewalk remains incomplete. It was noted that the sidewalks were constructed but the restoration in conjunction with the sidewalks is outstanding. The boulevards were left untouched since the sidewalk crew came in. There is gravel in the boulevard and it is not graded properly. Due to this Mr. Sarff deems the work incomplete and that funds should be retained in the event that the City hires a contractor in the spring to complete the work. He also recommended that if the City chooses to complete this work, that the work be completed by May 1st to allow for the seeding window to adequately restore the project. The escrow portion of for the sidewalks was \$46,057.50.
 - Mr. Sarff stated that KJ Walk is aware of the restoration work still needed. The supplemental agreement states that the plan was to release the funds as the issues were completed.
 - Council Member Rohrich asked how excess retained funds would be handled if restoration work cost less than the retained funds. Brian Sarff stated this would be a legal question. He also stated that the deadline to have the work completed was September 30, 2022 and that there were several items on the punch list that did not meet this deadline. All items except for the boulevard restoration have been completed.
 - Council Member Rohrich asked at what point the City may want to take over the completion of the restoration work to ensure that it is completed in a timely manner. Discussion included that we are at that point.
 - Mayor Auringer asked the status of streetlight installation. Due to adverse weather conditions the installation has been pushed out to next week and that the original plan was to have streetlighting installed by the end of December.
 - Council Member Rohrich moved, seconded by Council Member Steinberg, to release escrow funds in excess of the anticipated \$46,057.50 needed to complete restoration work.
 - Council Member Rohrich added to her motion to include that the City will take responsibility of the boulevard restoration work and may choose to contract out this service. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Auringer voting in favor.
 - Public Works Director Andrew Hartman asked about street plowing of Eagle Ridge Phase II. Council discussion included the desire to verify if the street has been accepted. Mr. Sarff stated the street work is complete.
 - Council asked that all property owners of this development be sent a letter informing them of the City's code requirement of snow removal on sidewalks.
 - Mayor Auringer stated next year's Council may want to review City code which requires snow to be removed from sidewalks within 12 hours.
11. Parking along County Road 567 in Eagle Lake between Highway 14 and County Road 17
- Administrator Bromeland explained that staff fielded a question asking if parking should be allowed along County Road 56 in Eagle Lake between Highway 14 and County Road 17. Cars were observed parked along this stretch of road for a short duration.
 - City staff reached out to Blue Earth County Engineer Ryan Thilges to find out which entity has the authority to make the determination about whether parking is allowed on a county roadway within city limits. Mr.



Picture
emailed
to Luke
on 9/29/22.

71

Pictured emailed
on 9/29/22.



72



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

December 5, 2022


To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Request to Release Security Funds

Attached is an email request from Amy Skillestad, Vice President of KJ Walk Inc, for a release of funds deposited to the City of Eagle Lake in 2021 for outstanding punch list items for Phase Two of the Eagle Ridge Subdivision. The funds were required as part of a supplemental agreement to the original developer's agreement.

Also attached you will find a copy of the Supplemental Agreement.

Brian Sarff with Bolton and Menk will be at this evening's meeting and will provide a recommendation on the amount to release at this time based on punch list items satisfactorily completed.

Discussion should ensue and a motion made to release escrow funds in the amount recommended by Mr. Sarff.


Jennifer J. Bromeland
City Administrator

CITY OF EAGLE LAKE
BLUE EARTH COUNTY, MINNESOTA

SUPPLEMENTAL AGREEMENT TO THE EAGLE RIDGE DEVELOPER'S AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this 4th day of November, 2021, by and between the City of Eagle Lake, a municipal corporation, in the State of Minnesota, hereafter called "City" and KJ Walk, Inc. a Florida Corporation, hereafter called the "Developers".

The Developers have asked the City to temporary allow the issues of building permits for sale of lots in Eagle Ridge Second Addition with a cash deposit to the City of \$154,257.50 to complete items on Exhibit "A" for Item # 1-4.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The City agrees that it will allow for the submission of applications for building permits, and will issue building permits to those properties that qualify, prior to KJ Walk's completion of the project, as long as this agreement is in place. Once the items in Exhibit A have been completed, the City agrees to review building permit applications and issue building permits as it would in any case.
2. The City agrees to draw down the cash deposit of \$154,257.50 and reimburse KJ Walk, Inc. for completion of items on Exhibit "A" listed as Item # 1-4.
3. The Developers understands that the amount reimbursement will be based on the estimate amount on Exhibit "A" and not actual cost by the Developers.
4. The Developers agrees and understands that the amount reimbursement will be the estimated amount listed on Exhibit "A" minus engineering fees from the City. Payment will be made by the City to the Developer 30 days after the City has received a completion notice and invoice from the City Engineer. Reimbursements will be made as each item is completed.
5. The Developers agrees to forfeit the remaining amount of the cash deposit if Items #1-4 of Exhibit "A" has not been completed by September 30, 2022.
6. Developers agree and understand that this is a supplemental agreement and not intended to replace the original agreement.
7. After completion of #1-4 of Exhibit "A", the remaining amount of the \$154,257.50 minus engineering fees from the City will be reimburse to the Developers.
8. This Supplemental Agreement will expire on September 30, 2022.

CITY OF EAGLE LAKE

Janifer J. Brownland 11/9/21
City Administrator

KJ Walk, Inc.

[Signature]
Owner

Drafted by:
KJ walk

74

" EXHIBIT A"

COST ESTIMATE: EAGLE RIDGE SECOND ADDITION PUNCH LIST

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
PAVING CONSTRUCTION					
1	1 1/2" Bit Wear Course	Ton	810	\$ 70.00	\$ 56,700.00
2	5" Sidewalk	SF	10235	\$ 4.50	\$ 46,057.50
3	Repair GV	Each	1	\$ 1,500.00	\$ 1,500.00
4	Pond Corrections	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
TOTAL					\$ 154,257.50

18



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

December 2, 2022

Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
Eagle Lake, MN 56024-0159

RE:

Eagle Ridge Phase II Improvements
City of Eagle Lake, MN
Project No.: M17.114487

Dear Ms. Bromeland,

The City entered into a supplemental agreement with Developer KJ Walk, Inc on November 9th, 2021. The developer issued a cash deposit of \$154,257.50 to the City that would be drawn down as the developer completed the outstanding items needed before turning the public infrastructure over to City control. The supplemental agreement states that items of work left incomplete by September 30, 2022 would result in forfeiture of the respective portion of the cash deposit.

To date, the developer has completed the following work:

- Damaged gate valve was repaired
- Corrections to the stormwater pond were completed
- Bituminous wearing course was constructed on October 11th, 2022.

The concrete sidewalks were constructed this year; however, the associated boulevard turf restoration was not. The boulevards need to be excavated to remove gravel and concrete, graded to the planned grades, and reseeded. Therefore, I recommend that the \$46,057.50 sidewalk cash deposit be retained in the event that the City needs to hire a contractor to finish restoration in the spring.

Though the pond corrections were completed, our inspection this fall revealed that the soil, rock, and debris need to be removed from the outlet control structure and casting assemblies need to be furnished and installed on the storm sewer outfall structures leading to the new pond. I believe the \$46,057.50 sidewalk cash deposit to be adequate to cover these and the boulevard restoration costs if the developer fails to complete the work. I recommend that all work be completed by May 1, 2023.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Brian J. Sarff, P.E.

Consultant City Engineer

76

Jennifer Bromeland

From: Jennifer Bromeland
Sent: Friday, November 18, 2022 12:46 PM
To: Brian Sarff
Subject: FW: Eagle Lake Security Refund

Hi Brian,

Forwarding an email from Amy with KJ Walk. She is asking about acceptance of the infrastructure and release of escrow funds. Would you be able to provide a letter for the December 5th City Council meeting advising what items should be accepted and which should not and what amount of security should be retained for the boulevard restoration and any other outstanding items?

Thank you.

Jennifer J. Bromeland

City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507) 257-3218



From: Jennifer Bromeland
Sent: Friday, November 18, 2022 12:43 PM
To: 'Amy Skillestad' <amy@kjwalk.com>
Subject: RE: Eagle Lake Security Refund

Hi Amy,

I will forward this to the City's engineer and be in touch shortly. This matter will be added to the December 5th City Council agenda. We are not able to process payment until approval by the City Council is obtained to release funds in escrow. They will want to hear from the City's engineer about acceptance.

Thank you.

Sincerely,

Jennifer J. Bromeland



City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507) 257-3218



From: Amy Skillestad <amy@kjwalk.com>
Sent: Wednesday, November 16, 2022 12:53 PM
To: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Subject: Eagle Lake Security Refund

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Jennifer,

Luke asked me to reach out to see if the City has been able to inspect the wear course and verify that all the punchlist items were completed for Eagle Ridge 2nd. We would like to formally request acceptance and the subsequent release of the security we have held at the city.

Thank you,

Amy Skillestad, Vice President



Jennifer Bromeland

From: Brian Sarff <Brian.Sarff@bolton-menk.com>
Sent: Thursday, September 29, 2022 10:48 AM
To: Jennifer Bromeland; luke@kjwalk.com
Cc: Public Works; Brian Goettl; Lyle Femrite
Subject: RE: Safety concern
Attachments: 20220928_184550.jpg; 20220928_184006.jpg

Importance: High

Thanks for the heads up, Jennifer. We will continue to monitor the work, including the boulevard restoration.

Luke, can you talk to your crew that's out there digging the pond? For the time being they should fill this spot at the lip of curb with gravel and compact – they should do it today.

As a reminder, when you come to finish the boulevard restoration, some areas will need to be excavated to allow for the 6" of topsoil.

Let me know that you received this. Thanks.

Brian Sarff P.E.
Bolton & Menk, Inc.
Phone: 507-625-4171 ext. 2812
Mobile: 507-327-2825

(email included
two pictures)

From: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Sent: Thursday, September 29, 2022 10:29 AM
To: Brian Sarff <Brian.Sarff@bolton-menk.com>
Cc: Public Works <elpw@eaglelakemn.com>; Brian Goettl <bkgoettl@eaglelakemn.com>
Subject: FW: Safety concern

Hi Brian,

Forwarding an email from the Mayor about Falcon Run and Owl Lane and the new sidewalk.

Thank you.

Jennifer J. Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507) 257-3218
C: (507) 399-1030



From: Tim Auringer <mayorauringer@eaglelakemn.com>
Sent: Thursday, September 29, 2022 10:06 AM
To: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Subject: Safety concern

Jennifer,

I was walking last night and noticed that the bituminous at the intersection of Falcon Run and Owl Lane where KJ Walk installed sidewalk.

Can we get them to cone it off or fill it in ASAP. It's been this way for a while and someone is going to get hurt pretty badly if it is not addressed.

Will Bolton & Menk inspect the boulevard sodding/seeding to make sure proper material is used when planting is accomplished. It all looks like clay and gravel with lots of concrete mixed in.

Jennifer Bromeland

From: Jennifer Bromeland
Sent: Tuesday, October 11, 2022 10:39 AM
To: Brian Sarff
Subject: FW: Eagle Ridge Wear Course

Hi Brian,

Before we release any escrow monies, wanted to get a letter from you advising that all punch list items are complete (restoration work complete, meets city standards, etc.). Have the outlets and inlets been checked with the pond to make sure they are cleaned out and not full of sediment?

Thank you.

Jennifer J. Bromeland

City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507) 257-3218



From: Luke Israelson <luke@kjwalk.com>
Sent: Tuesday, October 11, 2022 10:12 AM
To: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Subject: Re: Eagle Ridge Wear Course

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jennifer,

Now that we've got all the punch list items complete, how do we go about getting the cash escrow back from the city?

Thanks,

Jennifer Bromeland

From: Jennifer Bromeland
Sent: Wednesday, July 20, 2022 11:47 AM
To: Luke Israelson
Cc: Brian Sarff; Brian Goettl
Subject: Supplemental Agreement
Attachments: Supplemental Agreement.pdf

Hi Luke,

Attached is a copy of the supplemental agreement. It is set to expire September 30, 2022. Are you available for a phone call or meeting with me and the City's engineer with Bolton and Menk (Brian Sarff) to review outstanding items and anticipated timeframe to complete? What day or time works best for you?

Also, please let us know in advance when you will be putting in the sidewalks. Brian Sarff can let you know the City's benchmark for sidewalk specs.

Thank you.

Jennifer J. Bromeland

City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507) 257-3218
C: (507) 399-1030



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Audit Engagement Letter

Attached is an engagement letter from Eide Bailly which represents their understanding of the auditing services to be provided to the City of Eagle Lake for the year ending 2022. The fee for the audit is estimated to be \$25,500.

Below you will find the quoted fee schedule for recent years with Eide Bailly:

2021-\$24,500

2022-\$25,500

City staff will request another 3-year proposal from Eide Bailly for years 2023-2025.

\$26,500 is allocated in the 2023 budget for auditing services (see line item 101-41600-301). The audit is scheduled for the week of April 17th.

A motion is necessary to authorize Mayor Norton to sign the Audit Engagement Letter from Eide Bailly.


Jennifer J. Bromeland
City Administrator



January 6, 2023

The Mayor and City Council
City of Eagle Lake
705 Parkway Ave
Eagle Lake, MN 56024

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Eagle Lake ("the City") as of December 31, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65 will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- a. Schedule of Employer's Share of Net Pension Liability (PERA)
- b. Schedule of Employer's Contributions (PERA)

Supplemental information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- a. Combining Balance Sheet – Nonmajor Governmental Funds
- b. Combining Schedule of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- a. Listing of Elected and Appointed Officials

Auditor Responsibilities

We will conduct our audits in accordance with GAAS and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65. As part of an audit of financial statements in accordance with GAAS and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
- d. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
- e. Additional information that we may request from management for the purpose of the audit;
- f. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- g. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- h. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- i. For acceptance of nonattest services, including indentifying the proper party to oversee nonattest work;
- j. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- k. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- l. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- a. Prepare or assist with preparing financial statements based on information provided by you
- b. Propose certain cash to accrual conversion entries and fund to government wide entries to be reviewed and approved by management
- c. Prepare ACA tax forms.
- d. Maintain depreciation schedules
- e. Prepare and submit the Office of the State Auditor annual financial reporting form

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and record complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly’s secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to “read only” to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Jamie Fay is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. **We expect to begin our audit in March 2023.**

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fees for the audit will be as follows:

Audit of the financial statements	\$25,500
--	-----------------

As noted above actual out-of-pocket expenses will be billed if onsite services are requested, plus the travel time of the professional(s) coming onsite at 50% of their standard hourly rates.

If the City has significant capital projects, new long-term debt issuances, or refunding bond transactions that cause additional audit testing requirements or preparation time, we will bill the added time at the hourly rates of the professionals performing the work. Changes at the City such as software conversions, software updates, and/or staffing transitions that cause additional audit time will also be billed at the hourly rates of the professionals being impacted by the extra work.

If the City’s federal expenditures exceed \$750,000 and an audit over those funds is required, the fee will be assuming one major program to be tested. If additional programs are required to be tested, it will be an additional per program.

GASB No. 87 became effective for fiscal years beginning after June 15, 2021. The requirements of this standard will result in material changes to most governmental entity’s financial statements, both with respect to financial statement presentation and related disclosures. Our fees related to the performance of audit procedures related to your implementation of this standard will be dependent upon the number and nature of the entity’s lease arrangements.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Mankato, Minnesota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,


Jamie Fay, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Eagle Lake by:

Name: _____

Title: _____

Date: _____



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Capital Outlay and Committed Fund Balance

Attached is a printout of the ending fund balance for capital outlay as of December 31, 2022. The ending balance is \$1,712,996.68. Per the recommendation of City's auditor with Eide Bailly, the City Council is advised to specially approve whatever amount is desired for year-end. This action should be completed in January or February of each year, prior to the audit. Capital outlay funds are reflected as "committed" funds on the balance sheet of the annual audit.

For reference purposes, please see a copy of the memo related to capital outlay from the May 3, 2021 City Council packet.

A motion is needed to designate \$1,712,996.68 as a "committed" fund balance for capital outlay as of December 31, 2022.

A handwritten signature in blue ink that reads "Jennifer J. Bromeland".

Jennifer J. Bromeland
City Administrator

	2013 Audit Balances	2014 Set Aside (550)	2014 Expenses (510)	2014 Y-E Balance
101-41000 General Government	\$ 228,643.00	\$ 5,000.00	\$ -	\$ 233,643.00
101-42100-550 Street (CRP)	\$ 545,895.00	\$ 35,604.00	\$ (191,182.81)	\$ 390,316.19
101-42200-550 Police (CRP)	\$ 82,691.00	\$ 18,730.00	\$ (60,277.56)	\$ 41,143.44
101-42300-530 Fire (CRP)	\$ 410,739.00	\$ 86,272.00	\$ -	\$ 497,011.00
101-42300-520 Fire Equipment (? Gambling)	\$ 31,658.58	\$ 10,204.55	\$ (11,381.85)	\$ 30,481.28
101-42500-550 Park	\$ 26,251.00	\$ 4,244.00	\$ (2,669.82)	\$ 27,825.18
101-42500-570 Park Board	\$ 7,036.78	\$ 20,000.00	\$ (518.95)	\$ 26,517.83
??Escrow Acct Trails	\$ 48,129.00	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ 90,000.00	\$ -	\$ (2,800.00)	\$ 87,200.00
	\$ 1,471,043.36	\$ 180,054.55	\$ (268,830.99)	\$ 1,382,266.92

	2015 Set Aside	2015 Expenses	2015 Y-E Balance	2016 Set Aside	2016 Expenses	2016 Y-E Balance
101-41000 General Government	\$ 5,000.00	\$ -	\$ 238,643.00	\$ 5,000.00	\$ -	\$ 243,643.00
101-42100-550 Street (CRP)	\$ 45,500.00	\$ (3,416.50)	\$ 432,399.69	\$ 48,000.00	\$ 1,403.80	\$ 481,803.49
101-41500-550 Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-41900-500 City Hall	\$ -	\$ (1,438.00)	\$ (1,438.00)	\$ 5,000.00	\$ -	\$ 3,562.00
101-42200-550 Police (CRP)	\$ 22,000.00	\$ (5,501.01)	\$ 57,642.43	\$ 22,000.00	\$ (1,353.03)	\$ 78,289.40
101-42300-530 Fire (CRP)	\$ 88,860.00	\$ -	\$ 585,871.00	\$ 91,527.00	\$ -	\$ 677,398.00
101-42300-520 Fire Equipment (? Gambling)	\$ 30,516.00	\$ (23,902.22)	\$ 37,095.06	\$ 56,000.00	\$ (2,858.75)	\$ 90,236.31
101-42500-550 Park	\$ 4,000.00	\$ (3,416.50)	\$ 28,408.68	\$ 14,000.00	\$ (17,253.80)	\$ 25,154.88
101-42500-570 Park Board	\$ 20,000.00	\$ (1,357.33)	\$ 45,160.50	\$ 20,000.00	\$ (31,875.12)	\$ 33,285.38
??Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ -	\$ -	\$ 87,200.00	\$ 70,000.00	\$ -	\$ 157,200.00
	\$ 215,876.00	\$ (39,031.56)	\$ 1,559,111.36	\$ 331,527.00	\$ (51,936.90)	\$ 1,838,701.46

	2017 Set Aside	2017 Expenses	2017 Y-E Balance	2018 Set Aside	Reallocated 2018 Cap Out	2018 Expenses	2018 Y-E Balance
101-41000 General Government	\$ 5,000.00	\$ -	\$ 248,643.00	\$ -	\$ -	\$ (90,000.00)	\$ 158,643.00
101-42100-550 Street (CRP)	\$ 50,750.00	\$ -	\$ 532,553.49	\$ -	\$ 52,350.00	\$ (41,252.12)	\$ 543,651.37
101-41500-500 Administration	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
101-41900-500 City Hall	\$ 5,000.00	\$ -	\$ 8,562.00	\$ -	\$ -	\$ (1,739.00)	\$ 6,823.00
101-42200-550 Police (CRP)	\$ 24,000.00	\$ (51,297.97)	\$ 50,991.43	\$ -	\$ 26,000.00	\$ (7,487.94)	\$ 69,503.49
101-42300-530 Fire (CRP)	\$ 94,272.00	\$ (3,196.43)	\$ 768,473.57	\$ 109,452.16	\$ 97,101.00	\$ (73,660.89)	\$ 804,264.84
101-42300-520 Fire Equipment (? Gambling)	\$ -	\$ -	\$ 90,236.31	\$ 45,000.00	\$ -	\$ (7,701.05)	\$ 127,535.26
101-42500-550 Park	\$ 4,000.00	\$ (2,040.25)	\$ 27,114.63	\$ 14,000.00	\$ -	\$ (18,160.37)	\$ 22,954.26
101-42500-570 Park Board	\$ 20,000.00	\$ (11,795.16)	\$ 41,490.22	\$ 35,000.00	\$ -	\$ (14,612.65)	\$ 61,877.57
??Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ -	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ 50,000.00	\$ -	\$ 207,200.00	\$ -	\$ -	\$ -	\$ 207,200.00
	\$ 254,022.00	\$ (68,329.81)	\$ 2,024,393.65	\$ 203,452.16	\$ 175,451.00	\$ (254,614.02)	\$ 2,051,581.79

	2019 Set Aside	2019 Expenses	2019 Y-E Balance	2020 Set Aside	2020 Expenses	2020 Donations	2020 Y-E Balance
101-41000-550 General Government	\$ -	\$ (45,474.75)	\$ 113,168.25	\$ -	\$ -	\$ -	\$ 113,168.25
101-42100-550 Street (CRP)	\$ 25,000.00	\$ (160,543.43)	\$ 408,107.94	\$ 25,000.00	\$ (21,261.11)	\$ -	\$ 411,846.83
101-41500-510 Administration	\$ 1,200.00	\$ -	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,200.00
101-41900-550 City Hall	\$ 2,500.00	\$ -	\$ 9,323.00	\$ -	\$ -	\$ -	\$ 9,323.00
101-42200-550 Police (CRP)	\$ 26,000.00	\$ (15,847.44)	\$ 79,656.05	\$ 35,026.50	\$ (51,027.82)	\$ -	\$ 63,654.73
101-42300-530 Fire (CRP)	\$ 100,014.00	\$ (132,819.73)	\$ 771,459.11	\$ 103,013.00	\$ (426,536.23)	\$ -	\$ 447,935.88
101-42300-520 Fire Equipment (Gambling)	\$ 45,000.00	\$ (24,433.67)	\$ 148,101.59	\$ 28,000.00	\$ (118,178.23)	\$ -	\$ 57,923.36
101-42500-550 Park	\$ 1,400.00	\$ (1,504.59)	\$ 22,849.67	\$ 3,500.00	\$ (31,630.93)	\$ -	\$ (5,281.26)
101-42500-570 Park Board	\$ 25,000.00	\$ (3,675.64)	\$ 83,201.93	\$ 50,000.00	\$ (117,927.16)	\$ 39,178.50	\$ 54,453.27
Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ -	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ 5,000.00	\$ (14,646.00)	\$ 197,554.00	\$ 15,000.00	\$ (3,464.13)	\$ -	\$ 209,089.87
101-42430-510 Civil Defense	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	\$ 231,114.00	\$ (398,945.25)	\$ 1,883,750.54	\$ 261,539.50	\$ (770,025.61)	\$ 39,178.50	\$ 1,414,442.93

	2021 Set Aside	2021 Expenses	Donations	2021 Y-E Balance	2022 Set Aside	2022 Expenses	2022 Y-E Balance
101-41000-550 General Government	\$ -	\$ (5,000.00)	\$ -	\$ 108,168.25	\$ -	\$ (5,927.61)	\$ 102,240.64
101-42100-510 Street (CRP)	\$ 50,240.00	\$ (60,123.77)	\$ -	\$ 401,963.06	\$ 98,553.00	\$ (340.60)	\$ 500,175.46
101-41500-510 Administration	\$ -	\$ -	\$ -	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
101-41900-550 City Hall	\$ -	\$ -	\$ -	\$ 9,323.00	\$ -	\$ -	\$ 9,323.00
101-42200-510 Police (CRP)	\$ 40,500.00	\$ (85,994.25)	\$ -	\$ 18,160.48	\$ 62,198.50	\$ -	\$ 80,358.98
101-42300-530 Fire (CRP)	\$ 106,105.00	\$ -	\$ -	\$ 554,040.88	\$ 126,082.00	\$ (33,532.11)	\$ 646,590.77
101-42300-520 Fire Equipment (Gambling)	\$ -	\$ (2,544.30)	\$ -	\$ 55,379.06	\$ -	\$ -	\$ 55,379.06
101-42500-510 Park	\$ 4,900.00	\$ (1,763.72)	\$ -	\$ (2,144.98)	\$ 8,891.01	\$ (8,733.08)	\$ (1,987.05)
101-42500-570 Park Board	\$ 50,000.00	\$ (72,189.08)	\$ 16,958.11	\$ 49,222.30	\$ 54,722.85	\$ (36,011.20)	\$ 67,933.95
Escrow Acct Trails	\$ -	\$ -	\$ -	\$ 48,129.00	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ 15,000.00	\$ (23,437.00)	\$ -	\$ 200,652.87	\$ 15,000.00	\$ (15,000.00)	\$ 200,652.87
101-42430-510 Civil Defense	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	\$ 266,745.00	\$ (251,052.12)	\$ 16,958.11	\$ 1,447,093.92			\$ 1,712,996.68

94

City of Eagle Lake
Balance Sheet – Governmental Funds
December 31, 2021

	General Fund	2010 Debt Service	CSAH 27 Street Project	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 2,878,964	\$ -	\$ -	\$ -	\$ -
Restricted cash	153,127	-	-	710,713	3,589,677
Receivables	-	-	-	15,974	169,101
Taxes	11,968	-	-	-	-
Special assessments	7,143	885	-	1,932	14,785
Accounts	17,525	116,175	-	4,525	127,843
Notes	-	-	-	-	17,525
Due from other funds	165,910	-	-	19,242	19,242
Prepaid items	31,943	-	-	-	165,910
Total Assets	\$ 3,266,580	\$ 117,060	\$ -	\$ 752,386	\$ 4,136,026
Liabilities					
Accounts payable	\$ 51,112	\$ -	\$ 2,207	\$ 75	\$ 53,394
Accrued payroll liabilities	14,830	-	-	-	14,830
Due to other funds	-	15,434	149,433	1,043	165,910
Due to borrower	-	-	-	15,974	15,974
Total liabilities	65,942	15,434	151,640	17,092	250,108
Deferred inflows of resources	-	-	-	-	-
Unavailable revenue	14,691	116,175	-	4,525	135,391
Fund Balances					
Nonspendable	31,943	-	-	-	-
Restricted	-	-	-	19,242	51,185
Committed - <i>Capital Outlay</i>	1,447,094	-	-	712,570	712,570
Unassigned	1,706,910	(14,549)	(151,640)	-	1,447,094
Total fund balances	3,185,947	(14,549)	(151,640)	(1,043)	1,539,678
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 3,266,580	\$ 117,060	\$ -	\$ 752,386	\$ 4,136,026

The notes to the financial statements are an integral part of the financial statements



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Capital Outlay

Attached is an excerpt from the City's audit for year ending December 31, 2019. Included on the excerpt are some general fund balances highlighted in yellow. City staff requests that an "assigned" fund balance be included on the balance sheet of the annual audit showing capital outlay funds that have been set aside for capital outlay expenditures. Presently, capital outlay funds are reflected in the "unassigned" fund balance.

For reference purposes, a copy of the City's fund balance policy is attached which contains an "assigned" fund balance definition.

We can discuss in more detail at the meeting.

A motion is necessary to add an assigned fund balance for capital outlay in the annual audit, beginning with year ending December 31, 2020.

Jennifer J. Bromeland
City Administrator

121 96

CITY OF EAGLE LAKE

GASB 54 POLICY-FUND BALANCES

FUND BALANCES

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this city is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the city's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the city's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the city council and that remain binding unless removed by the city council by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a city to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a city fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The city shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The city will strive to maintain a minimum unassigned general fund balance of 50% percent of the annual budget.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the city will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the city council is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the council.

VIII. ASSIGNING FUND BALANCE

The city council, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The council also delegates the power to assign fund balances to the City Administrator. Assignments so made shall be reported to the city council on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the city council.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The city council will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

City of Eagle Lake
Balance Sheet – Governmental Funds
December 31, 2019

	General Fund	2010 Debt Service	Tax Increment District 2-1	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 2,982,877	\$ -	\$ 80,555	\$ 372,767	\$ 3,436,199
Restricted cash	-	-	-	18,709	18,709
Receivables	-	-	-	-	-
Taxes	14,760	-	-	-	14,760
Special assessments	13,086	156,338	-	-	182,510
Accounts	16,948	-	-	13,086	16,948
Notes	-	-	-	-	-
Due from other funds	15,876	-	-	45,669	45,669
Prepaid items	128,717	-	-	-	15,876
Total Assets	\$ 3,172,264	\$ 156,338	\$ 80,555	\$ 450,231	\$ 3,859,388
Liabilities					
Accounts payable	\$ 49,919	\$ -	\$ 45,878	\$ -	\$ 95,797
Accrued payroll liabilities	12,484	-	-	-	12,484
Due to other funds	-	15,876	-	-	15,876
Due to borrower	-	-	-	-	-
Total liabilities	62,403	15,876	45,878	18,709	18,709
Deferred inflows of resources	-	-	-	18,709	142,866
Unavailable revenue	24,562	156,338	-	-	-
Fund Balances	24,562	156,338	-	13,086	193,986
Nonspendable	128,717	-	-	-	-
Restricted	-	-	-	-	128,717
Unassigned	2,956,582	(15,876)	34,677	418,436	453,113
Total fund balances	3,085,299	(15,876)	34,677	418,436	2,940,706
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 3,172,264	\$ 156,338	\$ 80,555	\$ 450,231	\$ 3,859,388

add "assigned"
for capital outlay

12/31/20 "Assigned" \$1,414,442.93 (pre-audit adjustments)

	2013 Audit Balances	2014 Set Aside (\$50)	2014 Expenses (\$510)	2014 Y/E Balance
\$ 226,643.00	\$ 5,000.00	\$ -	\$ -	\$ 233,643.00
\$ 545,895.00	\$ 35,604.00	\$ (81,182.81)	\$ -	\$ 500,316.19
\$ 82,691.00	\$ 18,730.00	\$ (60,277.56)	\$ -	\$ 41,143.44
\$ 410,739.00	\$ 86,272.00	\$ -	\$ -	\$ 497,011.00
\$ 31,658.58	\$ 10,204.55	\$ (11,381.85)	\$ -	\$ 30,481.28
\$ 26,251.00	\$ 4,244.00	\$ (2,689.82)	\$ -	\$ 27,825.18
\$ 7,036.78	\$ 20,000.00	\$ (518.95)	\$ -	\$ 26,517.83
\$ 48,128.00	\$ -	\$ -	\$ -	\$ 48,128.00
\$ 80,000.00	\$ -	\$ (2,800.00)	\$ -	\$ 77,200.00
\$ 1,477,043.36	\$ 180,054.55	\$ (268,830.99)	\$ -	\$ 1,388,266.92

101-41000 General Government
 101-42100-550 Street (CRP)
 101-42200-550 Police (CRP)
 101-42300-550 Fire Equipment (7 Gambling)
 101-42500-550 Park
 101-42600-570 Park Board
 77Escrow Acct
 101-42100-560 Sidewalks

	2015 Y/E Balance	2015 Set Aside	2015 Expenses	2015 Y/E Balance
\$ 5,000.00	\$ 238,843.00	\$ -	\$ -	\$ 243,843.00
\$ 45,500.00	\$ (3,416.50)	\$ 432,399.69	\$ 1,403.80	\$ 481,803.49
\$ -	\$ (1,438.00)	\$ -	\$ -	\$ -
\$ 22,000.00	\$ (5,501.03)	\$ 5,000.00	\$ -	\$ 3,502.00
\$ 88,860.00	\$ 57,642.43	\$ 22,000.00	\$ -	\$ 78,289.40
\$ 30,516.00	\$ 365,871.00	\$ 91,527.00	\$ -	\$ 677,398.00
\$ 4,000.00	\$ (23,902.22)	\$ 37,095.06	\$ -	\$ 90,236.31
\$ 20,000.00	\$ (3,416.50)	\$ 28,408.68	\$ -	\$ 25,154.88
\$ -	\$ (1,357.33)	\$ 45,150.50	\$ -	\$ 33,295.38
\$ -	\$ -	\$ 48,129.00	\$ -	\$ 48,129.00
\$ 212,876.00	\$ (89,031.56)	\$ 1,559,111.36	\$ 331,527.00	\$ 1,837,701.46

101-41000 General Government
 101-42100-550 Street (CRP)
 101-42200-550 Administration
 101-42300-550 City Hall
 101-42400-550 Police (CRP)
 101-42500-550 Fire Equipment (7 Gambling)
 101-42600-570 Park Board
 77Escrow Acct
 101-42100-560 Sidewalks

	2017 Y/E Balance	2017 Set Aside	2017 Expenses	2017 Y/E Balance
\$ 5,000.00	\$ 248,643.00	\$ -	\$ -	\$ 253,643.00
\$ 50,750.00	\$ 532,553.49	\$ -	\$ 52,350.00	\$ 543,653.37
\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
\$ 5,000.00	\$ (51,297.97)	\$ 8,562.00	\$ -	\$ 1,739.00
\$ 94,272.00	\$ (3,196.45)	\$ 50,991.43	\$ 26,000.00	\$ (7,487.94)
\$ 4,000.00	\$ (2,040.25)	\$ 90,236.31	\$ -	\$ 73,660.89
\$ 20,000.00	\$ 27,114.63	\$ 14,000.00	\$ -	\$ 40,000.00
\$ 50,000.00	\$ (11,795.16)	\$ 48,129.00	\$ -	\$ 48,129.00
\$ 254,022.00	\$ (68,329.81)	\$ 2,024,393.65	\$ 203,452.16	\$ 2,051,581.79

101-41000 General Government
 101-42100-550 Street (CRP)
 101-42200-550 Administration
 101-42300-550 City Hall
 101-42400-550 Police (CRP)
 101-42500-550 Fire Equipment (7 Gambling)
 101-42600-570 Park Board
 77Escrow Acct
 101-42100-560 Sidewalks

	2019 Y/E Balance	2019 Set Aside	2019 Expenses	2019 Y/E Balance
\$ 25,000.00	\$ (65,674.75)	\$ 113,168.25	\$ -	\$ 113,168.25
\$ 1,200.00	\$ (160,543.45)	\$ 408,107.94	\$ -	\$ 411,846.83
\$ 2,500.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00
\$ 26,000.00	\$ (15,847.44)	\$ 9,323.00	\$ -	\$ 9,323.00
\$ 109,074.00	\$ (32,819.23)	\$ 79,656.05	\$ 35,026.50	\$ (51,027.82)
\$ 45,000.00	\$ (24,433.67)	\$ 771,459.11	\$ 103,013.00	\$ (426,536.23)
\$ 1,400.00	\$ (1,504.59)	\$ 22,849.67	\$ -	\$ 28,000.00
\$ 25,000.00	\$ (3,675.64)	\$ 83,201.93	\$ -	\$ 35,000.00
\$ 5,000.00	\$ (14,646.00)	\$ 197,554.00	\$ 15,000.00	\$ 39,178.50
\$ 231,114.00	\$ (388,945.25)	\$ 1,843,750.51	\$ (5,464.13)	\$ 2,000.00

101-41000-550 General Government
 101-42100-550 Street (CRP)
 101-42200-550 Administration
 101-42300-550 City Hall
 101-42400-550 Police (CRP)
 101-42500-550 Fire Equipment (7 Gambling)
 101-42600-570 Park Board
 Escrow Acct
 101-42100-560 Sidewalks
 101-42400-510 Civil Defense

	2021 Y/E Balance	2021 Set Aside	2021 Expenses	2021 Y/E Balance
\$ 50,240.00	\$ (5,000.00)	\$ 108,168.25	\$ -	\$ 108,168.25
\$ -	\$ -	\$ 462,086.83	\$ -	\$ 462,086.83
\$ 40,000.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00
\$ 106,105.00	\$ (910.75)	\$ 103,654.73	\$ -	\$ 9,323.00
\$ 4,900.00	\$ (9,107.51)	\$ 554,040.88	\$ -	\$ 103,654.73
\$ 50,000.00	\$ -	\$ 57,012.61	\$ -	\$ 554,040.88
\$ 15,000.00	\$ -	\$ 109,781.27	\$ -	\$ 57,012.61
\$ 266,245.00	\$ (5,910.75)	\$ 1,878,105.18	\$ 1,680,105.18	\$ 2,000.00

101-41000-550 General Government
 101-42100-550 Street (CRP)
 101-42200-550 Administration
 101-42300-550 City Hall
 101-42400-550 Police (CRP)
 101-42500-550 Fire Equipment (7 Gambling)
 101-42600-570 Park Board
 Escrow Acct
 101-42100-560 Sidewalks
 101-42400-510 Civil Defense

Park Board	Budgeted	Used	Balance
2014	\$ 20,000.00	\$ 518.95	\$ 19,481.05
2015	\$ 20,000.00	\$ 1,357.33	\$ 38,123.72
2016	\$ 20,000.00	\$ 31,875.00	\$ 26,248.72
2017	\$ 20,000.00	\$ 11,795.16	\$ 34,453.56
2018	\$ 25,000.00	\$ 14,612.65	\$ 54,840.91
2019	\$ 25,000.00	\$ 3,675.64	\$ 76,165.27
2020	\$ 82,750.75	\$ 117,927.18	\$ 40,988.86

101



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: IT Consulting Services

The City of Eagle Lake currently contracts with CTS for IT consulting services and has since at least 2014. Due to concerns with increasing IT costs, a request for proposal was put together. In addition to pricing obtained from CTS, proposals have been received from Pantheon, CIT, and VC3. Attached are copies of the complete proposals.

Below you will find a summary of the proposals.


IT Consultant	Estimated Monthly Cost
CTS	\$2,624.29 – Includes Office 365 licenses and firewalls
CIT	\$1,584.40 – Does not include licenses and firewalls
Pantheon	\$2,450 – Does not include licenses or firewalls
VC3	\$4,564.79 – Does not include firewalls

An important takeaway from this process is that the police department most likely requires its own server to ensure compliance with BCA requirements. This has been communicated to both the chief of police and CTS, and they are in the process of determining what is appropriate.

On average, CTS currently spends about 14 hours a month supporting the City of Eagle Lake.

If the City Council wishes to remain with CTS, then the attached Agreement for Consulting Services should be approved. The agreement has been reviewed at no charge by an attorney with the League of Minnesota Cities who provides contract review services.

We will plan to discuss and review the proposals in more detail at the meeting.


Jennifer J. Bromeland
City Administrator



Agreement for Consulting Services

This Agreement is made as of 10/21/2022 (the "Effective Date"), by and between Computer Technology Solutions, Inc. ("Consultant") and City of Eagle Lake ("Client").

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and will continue until terminated by either party following sixty (60) days written notice of an intent to terminate.
2. **Services Provided.** Consultant will provide the following Services under this Agreement:
 - a. Consultant agrees to provide consulting services related to computer hardware, software, network configuration, operating systems, networks, cloud services, and other similar work.
 - b. **Regular Consulting Hours.** Regular Consulting Hours shall consist of any time Consultant works for Client during regular business hours. Regular business hours are defined as 8:00 AM to 5:00 PM Monday through Friday, excluding national holidays.
 - c. **Extended Consulting Hours.** Extended Consulting Hours shall consist of any hours worked by Consultant outside of the period defined as Regular Consulting Hours. This includes weekends, the period of 5:00 PM to 8:00 AM during weekdays, and all national holidays. Extended Consulting Hours require a minimum of 48 hours' notice prior to the work being performed. Consulting performed without notice shall be defined as Emergency Consulting Hours.
 - d. **Emergency Consulting Hours.** Emergency Consulting Hours shall consist of any hours worked by Consultant outside of the period defined as Regular Consulting Hours, and not otherwise defined as Extended Consulting Hours. This includes weekends, the period of 5:00 PM to 8:00 AM during weekday, and all national holidays.
 - e. Consultant shall bill Client for travel time equal to the total time traveled to and from Client location at a rate equal to the corresponding service rate as may be the case.
3. **Additional Work.** After receipt of an order that adds to the Services, Consultant may take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant at the rates herein for such action and expenditure as set forth in any such order.
 - a. There is a one-hour minimum charge for all onsite visits for services not covered by a separate managed services agreement. There is a half-hour minimum charge for remote support services not covered by a separate managed services agreement.



4. Cost of Services. All Regular Consulting Hours, as defined in this Agreement will be provided at the rates listed below. All Extended Consulting Hours, as defined in this Agreement will be provided at one and one-half times the rates listed below. All Emergency Consulting Hours, as defined in this Agreement will be provided at two times the rates listed below.
- a. Bench Repair. Bench Repair is defined as physical PC hardware, software, and mobile device support provided within one of Consultant's locations. Bench Repair services will be provided at a rate of \$125 per hour.
 - b. Engineer I Consulting. Engineer I Consulting is defined as PC hardware, software, and mobile device support provided outside of one of Consultant's locations either remotely or physically. Engineer I Consulting will be provided at a rate of \$150 per hour.
 - c. Engineer II Consulting. Engineer II Consulting is defined as network, cloud, server, VoIP, Surveillance, and other similar work. Engineer II Consulting will be provided at a rate of \$200 per hour.
 - d. Engineer III Consulting. Engineer III Consulting is defined as advanced network, cloud, server, VoIP, and other similar work. Engineer III Consulting will be provided at a rate of \$250 per hour.
 - e. Cabling Tech Consulting. Cabling Tech Consulting is defined as low voltage cabling work such as CAT6 and fiber optic cable installation and repair, as well as the installation and repair of surveillance, access control, and wireless networking hardware performed at the direction of a Cabling Lead. Cabling Tech Consulting will be provided at a rate of \$90 per hour.
 - f. Cabling Lead Consulting. Cabling Lead Consulting is defined as low voltage cabling work such as CAT6 and fiber optic cable installation and repair, as well as the installation and repair of surveillance, access control, and wireless networking hardware performed alone or in the direction of a team. Cabling Lead Consulting will be provided at a rate of \$110 per hour.

These rates are subject to change, subject to a thirty (30) day written notice.

Client understands that not all work will fit directly into one of the above Consulting tiers. Consultant holds the sole right to classify Consulting services into one of the above defined tiers as it deems appropriate.

5. Payment Terms.
- a. All invoices to Client shall be due within thirty (30) days.
 - b. Any past due balances over 60 days old shall bear interest at the rate of one and one-half percent (1.5%) per month. Costs of collection, including reasonable attorney's fees, shall be added to the amounts due from Client.



- c. Consultant reserves the right to refuse service of any kind on all accounts with past due balances.
6. Confidential Information.
- a. Consultant shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, any confidential information to any person or entity, or use any confidential information for Consultant's own benefit or for the benefit of any person or entity other than Client, without the prior written consent of Client. Consultant shall take all necessary action to ensure the protection, confidentiality and security of all confidential information.
 - b. Notwithstanding anything herein to the contrary, Consultant may give access to Client's confidential information to any employees, agents, contractors, and representatives, including but not limited to third party subcontractors, provided that Consultant shall require such parties to handle confidential information as required by this Agreement.
 - c. Consultant acknowledges that federal, state, and local privacy statutes and regulations protect information including (a) protected health information and medical records; (b) personally identifiable information such as banking and financial records, social security numbers, tax identification numbers, and credit information; and (c) other private information. Should Consultant have access to information implicated by such privacy laws, Consultant shall act in accordance with the requirements of these laws and treat such information as confidential information under this Agreement.
7. Staff. Consultant is an independent contractor and Consultant is not employed by Client. Consultant is hereby contracting with Client for the services described in this Agreement and Consultant reserves the right to determine the method, manner, and means by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time.

Consultant shall not be required to devote its full time and resources to the performance of services required hereunder, and it is acknowledged that Consultant has other clients and offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of the Consultant. Client shall not provide any insurance coverage of any kind for the Consultant, and Client will not withhold any amount that would normally be withheld from an employee's pay.

8. Non-solicitation of Employees. Client acknowledges that Consultant is involved in a highly strategic and competitive business. Client further acknowledges that Client would gain substantial benefit and that Consultant would be deprived of such benefit, if Client were to directly hire any personnel employed by Consultant. Except as otherwise



provided by law, Client shall not, without the prior written consent of Consultant, solicit the employment of Consultant's personnel or induce any of Consultant's personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. Client agrees that Consultant's damages resulting from breach by Client of this provision would be extremely difficult to ascertain. Therefore, in the event Client violates this provision, Client shall immediately pay Consultant an amount equal to \$250,000.00 as liquidated damages and Consultant shall have the option to terminate this Agreement without further notice or liability to Client. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Consultant would incur to identify, recruit, hire and train suitable replacements for such personnel.

9. **LIMITED WARRANTY.** Consultant hereby warrants to Client that the materials, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified personnel.

Other than expressly stated herein, Consultant hereby specifically disclaims any and all representations or warranties, express or implied, arising by law or otherwise, arising under or relating to this Agreement or the subject matter hereof, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Without limiting the foregoing, Consultant makes no representations or warranties that the services provided will be uninterrupted or error-free. Consultant makes no representations or warranties as to system availability and functionality during any phase of its support services and makes no representations or warranties regarding ability to resolve computer-related problems, to recover data, or to avoid losing data.

In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to \$25,000.00 as liquidated damages and not as a penalty.

10. Notices.

- a. Notices to Consultant should be sent to:
200 Belgrade Avenue
North Mankato, MN 56003



b. Notices to Client should be sent to:

705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
United States

11. Complete Agreement. This Agreement and any Attachments to this Agreement contain the entire agreement between the parties hereto with respect to matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties hereto with respect to this subject matter hereof. Client acknowledges that it is entering into this Agreement and any Attachments to this Agreement solely on the basis of the representation contained herein.
12. Amendment. The terms of this Agreement are contractual and may not be amended, changed, modified, altered, or supplemented, nor may any covenant, representation, warranty, or other provision be waived, except by agreement in writing signed by the Party against whom enforcement of the amendment, change, modification, alteration, supplementation, or waiver is sought.
13. Non-Waiver. No course of dealing between the parties will change, waive, modify, vary, or terminate any provision of this Agreement or any rights or obligations of any party under this Agreement. No delay on the part of any party in exercising any right under this Agreement shall operate as a waiver of such right. No waiver, express or implied, by any party of any right or any breach by any other party shall constitute a waiver of any other right or breach by the breaching party or any other party to this Agreement.
14. In the event of a conflict in the provisions of any Attachments to this Agreement and the provisions set forth in this Agreement, the provisions of such Attachments shall govern.
15. Jurisdiction. The enforcement of this Agreement shall be governed by the laws of the State of Minnesota, without regard to its choice of law principles. The parties agree that any suit or proceeding arising out of or related to this Agreement shall be venued in the state courts located in Nicollet County, Minnesota.
16. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and

COMPUTER TECHNOLOGY SOLUTIONS

507-388-3880

YOURCTS.NET



agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

The parties have signed this Agreement and agree that it shall be binding upon the parties and their respective heirs, successors, and assigns as of the Effective Date.

Todd B. Tanhoff

12/16/22

Todd Tanhoff

Date

Computer Technology Solutions, Inc.

Jennifer Bromeland
City of Eagle Lake

Date

108



Computer Technology Solutions, Inc.
 200 Belgrade Ave. - -
 Phone: 507-388-3880 - Fax: 507-388-3881 - Email: sales@yourcts.net

QUOTE

Date	Quote #
10/21/22	AAAQ51508

Sold To: City of Eagle Lake
 Jennifer Bromeland
 705 Parkway Avenue
 PO Box 159
 Eagle Lake, MN 56024
 United States

Phone: (507) 257-3218
Fax: (507) 257-3220

Ship To: City of Eagle Lake
 Jennifer Bromeland
 705 Parkway Avenue
 PO Box 159
 Eagle Lake, MN 56024
 United States

Phone: (507) 257-3218
Fax: (507) 257-3220

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
Net 30 Days	Todd		

Ln #	Qty	Description	Unit Price	Ext. Price
1	15	CTS VIP SERVICES (Billed monthly)	\$105.00	\$1,575.00
2	4	Office 365 Government G1	\$8.00	\$32.00
3	17	Office 365 Government G3	\$20.00	\$340.00
4	21	Barracuda Email Security	\$2.99	\$62.79
5	1	CTS Managed Backup - 1TB	\$129.00	\$129.00
6	3	CTS Managed Backup - Virtual Machine License	\$39.00	\$117.00
7	2	CTS Managed Branch Office Firewall - WatchGuard T20	\$59.00	\$118.00
8	1	CTS Managed Firewall - WatchGuard T40	\$149.00	\$149.00
9	15	Sophos Central Intercept X Advanced	\$4.50	\$67.50
10	4	Sophos Central Intercept X Advanced for Server	\$8.50	\$34.00
11		Renewal Action Items		
12	1	CTS: Project Install - Technical Team	\$0.00	\$0.00

Backup:
 Replace backup solution according to standard deployment practices.

Firewall:
 Replace the main firewall at City Hall according to standard deployment practices.

Sophos:
 Create a new Sophos tenant and provision licensing for all servers and computers.
 Create baseline security policies based on security defaults.
 Work with the customer to create endpoint control policies for web access, file sharing, removable media, etc.

we own server & switches

109

Ln #	Qty	Description	Unit Price	Ext. Price
		Remove existing antivirus from all systems. Revoke licensing for the old product and notify the admin team to cancel billing if applicable. Install the endpoint product on all systems and verify that they report to the cloud console as expected. Configure email alerts to go to the customer to notify them of potential security threats. (Alert CTS if VIP Customer) Review the platform for initial security threats that are identified. Verify that licensing is automatically syncing between Sophos and our billing platform. Thoroughly update documentation.		
		Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.		

Recurring Amounts: \$2,624.29
 Select your preferred payment option / purchase terms*

SubTotal	\$2,624.29
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$2,624.29

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

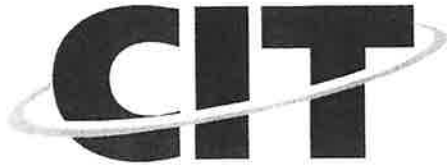
Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE AFTER 30 DAYS- PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING FOR ALL RETURNED HARDWARE AND LICENSING.

PAYMENT BY CREDIT CARD WILL RESULT IN A 3% SURCHARGE.

Signature: _____ Date: _____

WD



REQUEST FOR PROPOSAL

Request for Proposal for IT
Consulting Services

More information at www.cit-net.com

Date: 01.30.2023

Prepared For:

City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
Jennifer Bromeland
507.257.3218
jbromeland@eaglelakemn.com

Prepared By:

Computer Integration Technologies, Inc. (CIT)
2375 Ventura Drive
Woodbury, MN 55125
Austin Zett
507.513.7804
austin.zett@cit-net.com



TABLE OF CONTENTS

ANALYSIS OF THE CURRENT STATE OF THE CONTRACTOR'S BUSINESS OPERATIONS

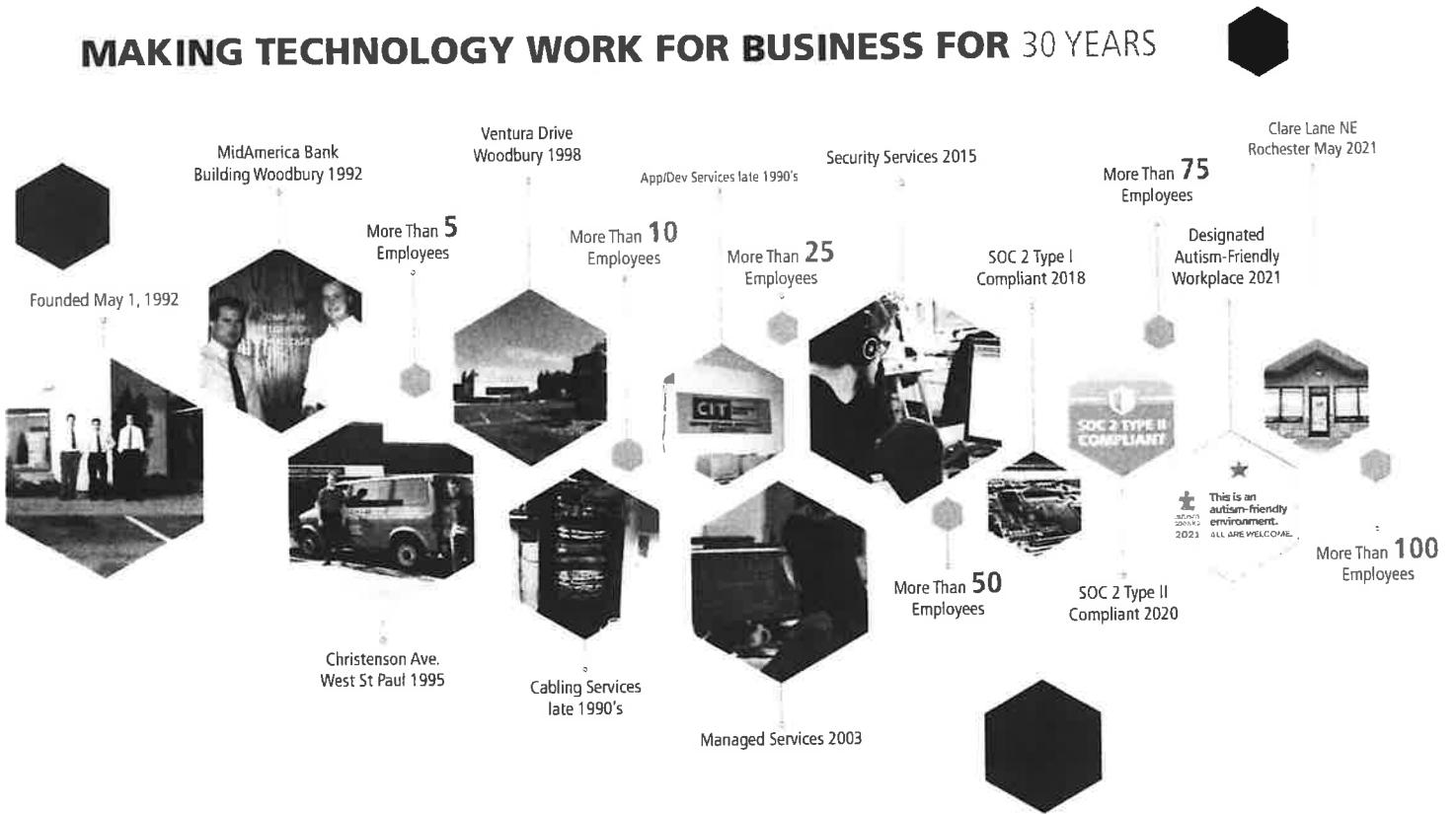
- 3 ABOUT CIT
- 5 PROPOSED APPROACH & SOLUTION
- 6 MANAGED SERVICES
- 7 SECURITY SERVICES
- 8 ENDPOINT DETECTION & RESPONSE (EDR)
- 9 SUMMARY OF MS INCLUDED SERVICES
- 11 HOW TO CONTACT SUPPORT
- 12 SOLUTIONS OVERVIEW
- 13 PARTNERS
- 14 HOURLY BILLING RATES
- 15 NUMBERS OVERVIEW
- 16 REFERENCES
- 17 INSURANCE CERTIFICATE





ABOUT COMPUTER INTEGRATION TECHNOLOGIES, INC (CIT)

MAKING TECHNOLOGY WORK FOR BUSINESS FOR 30 YEARS



It all started with two guys on a fishing dock. Their goal was to make technology clear, understandable, and painless for business. Since 1992 Computer Integration Technologies' focus on people, solutions, cybersecurity, hardware, software, and the future makes technology work for everyone. CIT is the I.T. member on your team. We are the experts in the ever-changing technology landscape so you can focus on what truly matters to you and your business.



This is an autism-friendly environment.
ALL ARE WELCOME.

113



CORE VALUES



Our People



Passion for our Customers



Integrity



Our Culture



Our Solutions

Incorporated: 1992

Years in Business: 31

SOC 2 Type 2 Compliant

CIT Authorized Signer: Sarah Burns

Number of Full-Time Employees: 129

Technical Staff: 75

Non-technical Staff: 53

Locations: Headquarters, 2375 Ventura Drive, Woodbury, MN 55125, and Satellite location 2571 Clare Ln NE Unit 107, Rochester, MN 55906

CIT Services Team are subject to background checks and vetted by the Minnesota Bureau of Criminal Apprehension (BCA) Workforce Certificate of Compliance.

CIT is small enough to provide great service through dedicated resources and relationships, but large enough to provide scalable enterprise solutions to meet the needs of our clients. Larger organizations struggle with the ability to provide this level of personal relationship, trust and true understanding of their unique needs and technology goals. Today, CIT has 130 W-2 employees and services over 500 customers located throughout the Minnesota metro area and western Wisconsin. CIT headquarters are in Woodbury and through our hybrid workforce the majority of employees are dispatched from this location, with a small portion of employees working remotely throughout the United States.

CIT technical resources hold certifications

across our major manufacturer partners vendors and are assigned to clients based on the client infrastructure and support requirements.

CIT is an equal opportunity employer and all qualified applicants will receive consideration for employment, regardless of their race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status or status with regard to public assistance. CIT also has an affirmative action plan in place to continuously strive to maintain a diverse workforce. Lastly, CIT also holds a workforce certificate of compliance through the MN Department of Human Rights.

CIT uses Automatic Data Processing (ADP)'s background checks system through its workforce now Human Resources (HR) management system to verify the financial and criminal background of each new employee. Upon acceptance of a position, contingent upon a successful background check, each individual is verified by through one of ADP's agencies. Our standard background screening checks include:

- Identity Validations
- Address History
- Criminal Court Records
- Driving Records
- Credit Records
- Government Registries
- Workers' Compensation Records
- Reference Verifications
- Substance Abuse Testing

In addition, ADP helps us create customized, position-



specific background screening packages. ADP's checks allow us to perform Fair Credit Reporting Act (FCRA) – compliant employment background checks. We are confident our identity validations, criminal background checks and other screens will deliver us the information to make informed decisions. As a company, we have a very low turnover rate. We have over a 90% retention rate.

NAME OF COMPANY: Computer Integration Technologies, Inc. (CIT)
ADDRESS: 2375 Ventura Drive
CITY, STATE, ZIP: Woodbury, MN 55125
OFFICE NUMBER: 651.255.5780
FEDERAL EIN: 41-1720479
DUNS NUMBER: 80-574-3632
E-RATE SPIN NUMBER: 143014000
SWIFT VENDOR ID: 0000868280
SWIFT CONTRACT ID: 81434

PROPOSED APPROACH AND SOLUTION

CIT is responding to the City of Eagle Lake's Request for Proposal for IT Consulting Services. CIT understands that the city needs a provider to support your utility of IT operations. Our goal for the City of Eagle Lake is that they have the right technology partner to manage their technology needs, provide education, insight, and direction. We are committed to providing solutions designed for City of Eagle Lake's organizational IT needs and budget.

Please review our response and let us know if you have any questions or concerns. We look forward to the opportunity to meet with you in hopes of earning your long-term business.

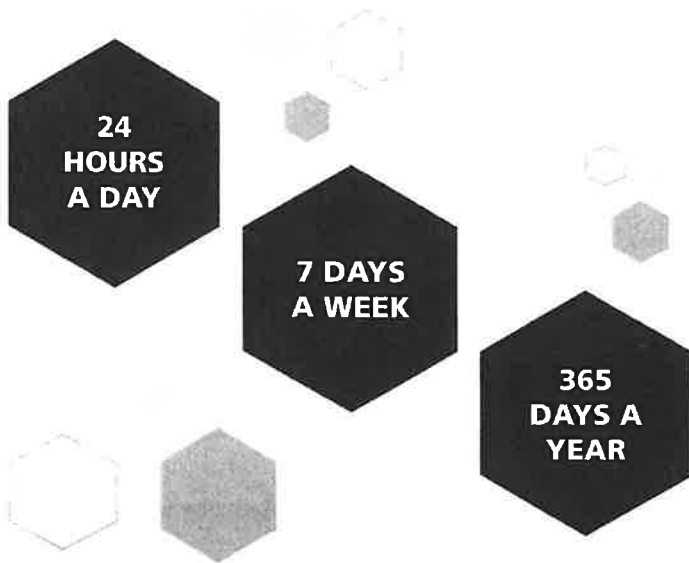
WHAT'S INCLUDED

IN THE UPCOMING PAGES

- pg. **6** OVERVIEW OF **MANAGED SERVICES**
- pg. **7** OVERVIEW OF **SECURITY SERVICES**
- pg. **8** OVERVIEW OF **EDR**
- pg. **9** WHAT'S INCLUDED IN **MANAGED SERVICES**
- pg. **11** AN OVERVIEW OF **HOW TO CONTACT SUPPORT**
- pg. **14** NUMBERS **BREAKDOWN**



YOUR BUSINESS DOESN'T STOP AT 6PM WE DON'T EITHER



OUR TEAM IS YOUR TEAM

With our Managed Services team structure you get custom support from beginning to end

- **Account Executive**
 - Austin is your ally throughout your entire lifecycle here at CIT
- **Customer Strategy Advisor (CSA)**
 - Strategic Engagement drives the technology changes to support your business goals and strengthen our engagement with you
- **Managed Services support pods**
 - Our pod structure is designed to funnel your tickets to the right resource with the right certification for faster ticket response and resolution
- **In-house IT experts across our solutions**
 - We know IT can go beyond Managed Services so we've got the experts for whatever projects and future goals City of Eagle Lake has in mind

KEY BENEFITS OF CIT

IT Support on demand

Consistent endpoint management

Reduce cybersecurity risks

Access to IT experts with guided solutions

Leverage data on IT systems for better business decisions



MANAGED SERVICES BY CIT





ACCORDING TO ACCENTURE'S COST OF CYBERCRIME STUDY, **43% OF CYBER ATTACKS ARE AIMED AT SMALL BUSINESSES, BUT ONLY 14% ARE PREPARED TO DEFEND THEMSELVES.**



Unsure of where to start?
Our cybersecurity team has a roadmap for securing your business using the NIST framework.

WHO IS MAKING SURE YOUR CYBERSECURITY PROVIDER IS SECURE?



An Independent 3rd party validated CIT's security program. Designed to protect your data.

IDENTIFY - GOVERNANCE

Policy & Procedures, Hardware & Software Asset Management



PROTECT - ADMINISTRATIVE AND TECHNICAL CONTROLS

Data encryption, User training, & Access Management



DETECT - DETECTION OF INTERNAL AND EXTERNAL THREATS

Anomalous Threats, Vulnerability Detection & Continuous Monitoring



RESPONSE - ABILITY TO RESPOND TO DETECTED THREATS

NDR/EDR/XDR, Geo Filtering, Migrations Efforts, etc.



RECOVER - BUSINESS CONTINUITY & DISASTER RECOVERY

Data Backups, Disaster Recovery Plan & Tabletop Exercises



Following the National Institute of Standards & Technology (NIST) framework means:

- Ensuring your technical resources & people are secure
- Creates the foundation for achieving compliance for your industry-specific regulations
- Deploying a complete set of tools to create a handcrafted solution
- Continuous monitoring of your security controls

HOW WE APPLY THE FRAMEWORK SECURES YOUR BUSINESS

Getting to know you & your technology environment

This starts with a conversation about your unique business and your current security posture. Working with our in-house security team feels like working with a member of your own team - what's important to you matters to us.

Communicating the ever-changing threat landscape & what that means for your business

No matter the size of your business cybersecurity threats are happening on a global scale.

Developing a handcrafted plan

We use Industry-specific frameworks delivering security solutions that fit your business.

Taking a holistic approach to security across all aspects of your business

The Security Services are designed to ensure confidentiality, integrity, & availability.



INCLUDED MS TOOL: **ENDPOINT DETECTION & RESPONSE (EDR)**
***POWERED BY SENTINELONE**

EDR VS ANTIVIRUS

Antivirus was first created in the late 1980s. While it has changed & updated throughout the years, the threats it was originally designed to mitigate have evolved beyond the scope of Antivirus capabilities. As the threat landscape continues to evolve security tools continue to do so as well. EDR tool sets like that deployed by CIT include "Nextgen AV" as well as Threat Detection, threat hunting, AI-assisted prevention & automated response.

24/7 SECURITY OPERATIONS CENTER (SOC) SUPPORT

REASONS WHY YOU NEED EDR

- Forensic capabilities
- Detect attacks that have gone unnoticed
- Respond faster to potential incidents



WHAT IS EDR?

Endpoint security software is a program that is installed on laptops, desktops, and/or servers that protects them from the slew of attacks that can infect an endpoint – malware, exploits, live attacks, script-based attacks, and more – with the purpose of stealing data, profiting financially, or otherwise harming systems, individuals, or organizations.



IDENTIFY



PROTECT



DETECT



RESPOND



RECOVER

EDR

ANTI VIRUS

WHY USE OUR SOLUTION?

- Our partner is the only vendor to deliver 100% visibility with zero missed detections across all tested operating systems
- In-house certified security expert's analysis provides you with thorough insights and guidance



Section 7 of the Executive Order on Improving the Nation's Cybersecurity directs to deploy an EDR initiative to support proactive detection of cybersecurity incidents

COMPLIANCE REQUIREMENTS?

Our solution includes flexible and scalable security functionality that satisfies compliance requirements

WHICH OPERATING SYSTEMS RUN EDR?

- Windows
- macOS
- Linux
- Includes no-longer supported operating systems



WHAT'S INCLUDED WITH MANAGED SERVICES (MS)



MANAGED ENDPOINT FOR SERVERS, LAPTOPS, & WORKSTATIONS

- Performance and Availability Monitoring and Reporting
- Asset Management with Hardware/Software Inventory and Warranty
- Remote Control Support Capability
- Microsoft and Third-Party Application* patching
- Endpoint Lockdown, Event Log, USB Device and Encryption monitoring
- End user Help Desk

NETWORK INFRASTRUCTURE MANAGEMENT

- ISP Monitoring
- Firewall/Managed Switch/Wireless Controller Monitoring
- IP Address / VLAN Management
- Real-Time Network Mapping
- Secure DNS *Powered by Cisco Umbrella



MANAGED SECURITY SERVICES

- End Point Detection and Response *Powered by SentinelOne
 - › Advanced Automated AI threat hunting and detection
 - › Human Verification 24x7
- Cybersecurity Education and Testing *Powered by KnowB4
 - › Guided Training and Phishing Campaigns by CIT's security team
 - › DarkWeb Monitoring
- Assessments and check-ups
 - › Security and Vulnerability Scans





WHAT'S INCLUDED WITH MANAGED SERVICES (CONTINUED)



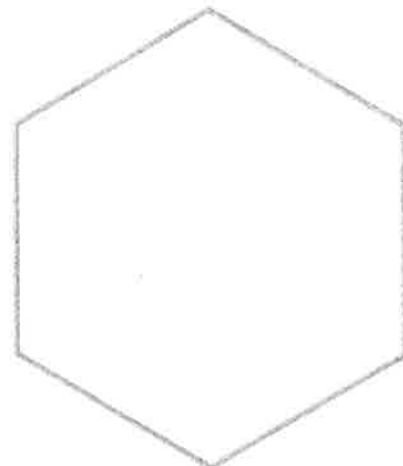
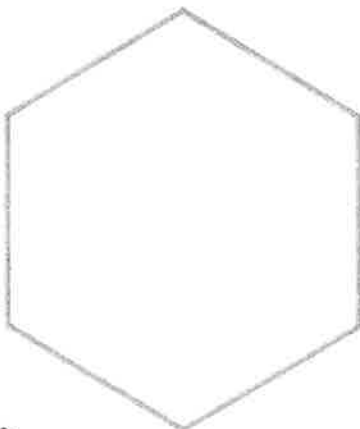
STRATEGIC CONSULTING

- Managed Service team dedicated for understanding your organization better
- Customer Strategic Advisor to assist with technical needs alignment and services from CIT to your organization.
- In-House security team for guided reeducation
- Reporting and Tracking with a dedicated customer dashboard and weekly reporting
- Strategic Business Review (Monthly, Quarterly or Weekly) with CIT team members



SOLUTION & TECHNOLOGY DEPLOYMENT SERVICES

- Greatly reduced rate hourly support services
 - › Deployment Services
 - › Reoccurring on-site presence
 - › New workstation deployments
 - › New technology installations
 - › Hours may be used for towards all CIT solution offerings
- Monthly hours valid for 12 months
 - › Hours carry over





HOW IT WORKS:



CALL

651.255.5799



EMAIL

support@cit-net.com



LIVE CHAT

cit-net.com/support

WHEN SUBMITTING A NEW TICKET

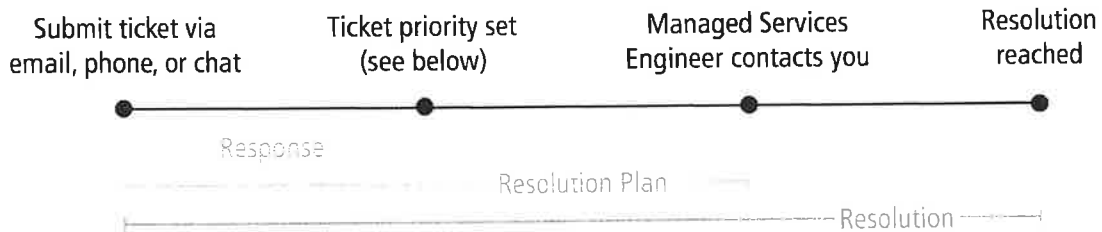
Please let our Dispatch Team know or include in your email the following:

1. Provide your company name, your name, best call back number, and email address.
2. Describe the issue?
3. When did the issue start?
4. How many people is it affecting?
5. Have any troubleshooting steps been taken by you or us in the past?
6. Are you remote or on-site?
7. Is this impacting any other part of your ability to work today or co-workers/company?

WHEN COMMUNICATING ABOUT EXISTING TICKETS

Please provide the ticket number and let our Dispatch Team know if the engineer working with you has requested additional information. They will be able to gather that information or get you connected with the engineer.

TICKET TIMELINE:



CIT RESPONSE (SLA):

PRIORITY	REMEDATION	IMPACT	RESPONSE	RESOLUTION PLAN	RESOLUTION
1	Critical	Over 50% of users	Within 1 hour	Within 2 hours	Within 8 hours
2	Serious	Under 50% of users	Within 4 hours	Within 8 hours	Within 24 hours
3	Standard	Single user	Within 8 hours	Within 24 hours	Within 72 hours

STAY UP TO DATE

Our team updates status.cit-net.com in real time to keep you updated on system conditions. Subscribe to email to have updates delivered to your inbox.

IN-HOUSE SOLUTIONS

Managed Services	Cybersecurity	Compliance
IT Services	App Development	Low Voltage
Physical Security	Hardware	Software
Training	Cloud Solutions	Voice Solutions



PARTNERS





COMPUTER INTEGRATION TECHNOLOGIES, INC. (CIT) BILLING RATES
EFFECTIVE JANUARY 1, 2023

HOURLY BILLING RATES

Desktop Technician	\$125
In-House Depot Repair Services	\$155
Managed Services Engineer Services	\$220
Network Engineer	\$220
Sr. Network Engineer	\$250
SOC	\$224
Security Services	\$275
Security Incident Response (Prepaid Retainer Required)	\$295
Project Management	\$155
Software Development Services	\$195
Sr. Software Development Services	\$270
Standard Training Services (Excludes Security Training)	\$185
vCIO/vCISO	\$285

Emergency services are available and are subject to an emergency dispatch fee of \$400 and will be billed at 1.5 x rates Monday-Saturday and 2 x rates Sundays and holidays.

Standard Service Rates are billed for work performed during normal business hours, which are defined as 8 a.m. to 5 p.m., Monday through Friday (except holidays).

CABLING HOURLY BILLING RATES

Copper	\$135
Specialty Services*	\$175
Fiber OTDR Tester Fee	\$500
Fusion Splicer Fee	\$500

*(Fiber, Surveillance, Access Control, Alarms, AV)

SERVICE RETAINERS

Service retainers are available.



CITY OF EAGLE LAKE'S INVESTMENT

Customer Profile

Description		Qty
Endpoints	Servers & Workstations	21
KNE	Firewalls & Managed Switches	5
Sites	Primary and additional sites with more than 50 users	1

Monthly Expense Summary

Description		Monthly Recurring
Proactive Endpoint Monitoring and Management		\$483.00
Proactive Network Monitoring and Management		\$50.00
Proactive Site Monitoring		\$80.00
Service Hours Agreement (3 hours per month)		\$555.00
	Monthly subtotal:	\$1,168.00
	Monthly Managed Services subtotal (36-month commitment)	\$934.40
	20% discount:	
Datto Siris 5 - 2TB - Time Based 1 Year - 36 Month		\$650.00
	Monthly total:	\$1,584.40



REFERENCES

City of Rosemount

Jayson Solberg

jayson.solberg@ci.rosemount.mn.us

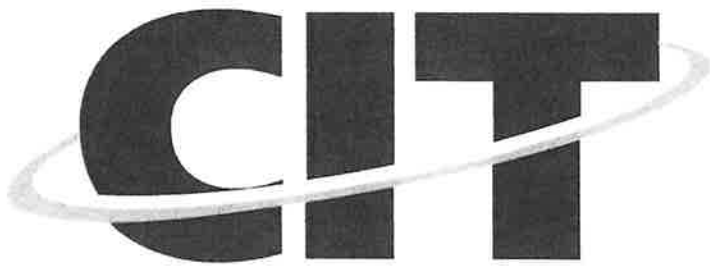
952.913.5427

City of Hudson

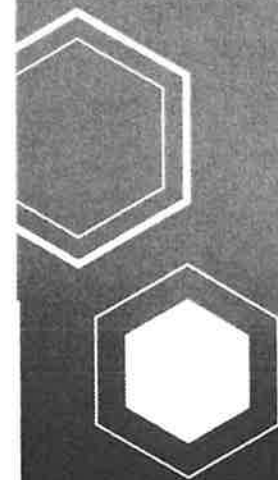
Brian Watson

bwatson@hudsonwi.gov

715.386.4765



651.255.5780 | info@cit-net.com | www.cit-net.com





RFP for Eagle Lake's
Request on Proposal for IT Consulting
Services



507-835-2212 | sales@pantheoncomputers.com | www.pantheoncomputers.com



To the City of Eagle Lake,

Thank you for the opportunity to provide a proposal on IT Consulting Services.

By going through the process of building this RFP, you understand the complexity of building both the right IT infrastructure and partnering with the right service provider.

We hope you will find that not only does our proposal meet all your requirements, but that you will also get a feeling of what it will be like working with our team at Pantheon Computers. We have focused our business on working with only organizations that value Information Technology to help them do what they do, only better. As you will see, we have been working with cities of a similar size to Eagle Lake and have a 25-year history of doing so. You will also learn that we stay actively involved with the Minnesota BCA and are one of their MSP Vetted Vendors.

We look forward to meeting you and learning more about the City of Eagle Lake and how Information Technology can help you serve the citizens of Eagle Lake.

Regards,

Jon Stagman
Owner and President



1206 W. Front Street #4
Albert Lea, MN 56007
507-373-0402

118 - 1st Avenue NE
Faribault, MN 55021
507-331-2212

424 North Riverfront Dr
Suite 110
Mankato, MN 56001
507-387-2212

400 15th Ave SE
Waseca, MN 56093
507-835-2212

Fax 507-835-2256

www.pantheoncomputers.com

130



A Brief Profile of Pantheon Computers

History

Pantheon Computers was founded in 1997 when two young men combined forces to create a computer hardware and services company. One came from networking PC's in small business with the other from a computer hardware supplier. They chose their hometown of Waseca because rural southern Minnesota is who they were. Established on the foundation of always *helping people in business make better use of their computers*, Pantheon has always focused on **the people** using the technology we support, not the tech itself.

Throughout the years, Pantheon has successfully transitioned through a variety of expansions in our region to extend our reach to surrounding communities so that we can be closer to our clients and provide quicker support. We currently have offices in Faribault, Mankato, and Albert Lea, keeping our headquarters in Waseca (the owner's hometown). We are active Chamber members in all four of these communities along with two others.

In 2012, owner Jon Stagman bought out his founding partner when his partner wanted to pursue another career. This started a chain of events that first started with the purchase of an Albert Lea computer company. Then 2015, Jon joined an industry peer group to accelerate Pantheon's maturity as a Managed Services Provider. Today we focus only on providing Managed Services with a heavy focus on Information Security.

Organizational Structure

Pantheon Computer Systems, Inc, DBA Pantheon Computers, is an S-Corporation filled in the state of Minnesota and is in good standing. This corporation is 100% owned by 45-year-old Jon Stagman who is active in the day to day operation and Pantheon's business development. Pantheon has a well mapped out succession plan to ensure operations will continue even without any key persons including its owner.

Qualifications of business to provide the services requested.

We hope it is apparent through our detailed proposal and our long history of working with similar size cities that we are certainly qualified to provide the services you are requesting. We encourage you to speak with our current clients, don't just take our word for it.

However, to be more specific, we are a Managed Services Provider using the best products (hardware, software, and solutions) in our industry. We are always seeking the most current information about our industry. Many of our staff attend a variety of industry conferences and events each year. We hold relevant training certifications and partner accreditations with the vendors of the products we use. We participate in vendor development teams to make these products even better for our industry.

We follow NIST security standards as part of our best practices for all clients. We help keep our regulated clients in the Banking, Medical, and Law Enforcement industries compliant with the FDIC, HIPPA standards, and the BCA regulations. Members of our team that are working with Police Departments are obviously BCA vetted.

We have also given special attention to developing all aspects of our business to ensure that we are a better business to work with. Not only does our technical staff stay educated and up to date about the technical side of our industry, but we have taken the time to develop our client communications approach with Annual Reviews, Client Check-ins, Tactical Technical Reviews, and Strategic Planning Sessions to ensure that our clients know and feel like we are invested in our partnership and the success of their business.

Customer Account Team

Pantheon Computers will provide a designated Tech Team to assist your business for day-to-day assistance. This team is comprised of our Coordinator, Success Advisor and Technicians. Below is a description of the roles and their function:

Designated Tech Team

Our Coordinator receives and reviews phone requests and schedules on-site/installations.

The Success Advisor will provide consultation and recommendation in the form of an On-Boarding Review and Annual Review in addition to being accessible for strategic planning and collaboration with our Security, Project, and Network Operations Center specialists.

Technicians will assist with on-site requests, installation of new equipment and remote support.

My Designated I.T. TEAM

Daily Advisor: **Kylie Scharfe** Service Coordinator:

Designated Tech Team:

Angel Anderson **Adam Kirsch** **Jacques-Lood Lowies** **Corbyn Zimbrich**

CONTACT INFO:
Email: service@pantheoncomputers.com
Designated Number: 507-310-0007
507-387-2212 (Mankato) | 507-331-2212 (Faribault!)
www.pantheoncomputers.com

Hours of Operation

Remote Help Desk and Remote Servicing of the Client's IT networks will be provided to the Client by Pantheon Computers between the hours of 8:30 am and 5:00 pm Monday through Friday, excluding holidays. On-Site Servicing of the Client's IT networks will be scheduled between the hours of 8:30 am and 5:00 pm Monday through Friday, excluding holidays. Network Monitoring Services will be provided 24/7/365.

After-hours Support

After-hours support is available for urgent (work stoppage) and emergency issues. If you have an emergency, calling after hours will follow the below procedure:

1. Our answering service will answer the phone
2. After the request has been received, the Answering Service will call down our contact list until they reach one of our team members
3. The on-call technician will call you back to let you know what our plan for response is
4. Our target SLA is to start work on the issue within 1 hour

Client Communication

We have developed a Client Communication Approach strategy to make sure we stay in contact throughout the year. These contact events will be with your Success Advisor to provide the opportunity to discuss changes within the business, larger issues, or future solutions.

For Onboarding, you can expect the following events:

- An Orientation Meeting
- A Series of weekly/bi-weekly check-in calls
- A 90 Day Review Meeting
- Annual Review session



January 31, 2023

The Statement of Understanding

The City of Eagle Lake is looking to have a better understanding of what informational technology has to offer for all the employees. From experience, The City of Eagle Lake has felt left out of what informational technology and the functions and operations they have that are safe and reliable.

Pantheon Computers understands that The City of Eagle Lake is requesting a better understanding of what updated technology can do for the City of Eagle Lake. What security procedures it will have to be able to protect them. What the cost will be to upgrade what they currently are using for technology.

Partnering with Pantheon will give you access to the process, applications, and the security that we offer for The City of Eagle Lake. Pantheon feels that you should have to knowledge, ability, and the understanding what we can do for you. Pantheon wants to be transparent in our partnership to make sure you have the understanding on how to make City of Eagle Lake more efficient, safer, compliant, and more productive. The City of Eagle Lake will have the peace of mind that Pantheon Computers will give them what they will need to move forward.

Thank you for this opportunity to present our proposal to The City of Eagle Lake.

1206 W. Front Street
Albert Lea, MN 56007
507-552-2212

330 Heritage Place
Suite 113B
Faribault, MN 55021
507-331-2212

124 East Walnut Street
Suite 250
Mankato, MN 56001
507-387-2212

400 15th Ave SE
Waseca, MN 56093
507-835-2212

www.pantheoncomputers.com

135



Scope of Work

The City of Eagle Lake is seeking a Managed Service Provider. With this, the city is likely looking to increase their technology's security, reliability and performance while also increasing staff productivity and efficiency.

In taking on the responsibility of managing and maintaining the city's technology infrastructure, we believe it is essential to take a relational approach. A very specific request for proposal like the one released by the City of Eagle Lake is a great tool to get comparative data on several possible IT partners. However, we hope to be able to work with the city to further customize the scope of work to their specific needs.

Managed Services

A Managed Services Provider should function as an outsourced IT department for the city. As a leading Managed Services Provider in South Central Minnesota, we excel at all of the functions provided by a good MSP – Security, VCIO Services, Help Desk, Monitoring and Alerting, Project Management, Documentation and Compliancy, etc. and will fulfill the scope of work needed within this arena.

However, being the Managed Service Provider to a city means more than providing anti-virus, managing updates and patching, providing help desk services, maintaining IT documentation, tracking and meeting compliancy standards, etc. – although all of this is extremely vital. It means providing a true technology partnership to the city. It means helping city council to understand and budget for the city's IT needs. It means working with the city administrator to sculpt an IT vision for the city's future and putting the groundwork in place to make the vision a reality. It means understanding the importance of the city's functioning. It means understanding how difficult keeping a police department fully BCA compliant is and making sure our staff is trained and informed on any changes to the CJIS Security Policy so we can help your LASO stay current. It means understanding that a city's first responsibility is to its citizens and all decisions – including IT decisions – need to be made within that framework.

Some things that we would address immediately include:

- The City and Police networks are meshed. This is a BCA violation.
- We would increase physical security, such as privacy screens.
- Address some security issues; Including DNS filtering, encryptions, and the AV not being consistent or monitored.

Description of Services:

Server Monitoring and Maintenance

- Monitoring of CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status, RAID Alerts and Shadow Protect Backup Software Success Reports
- Managed Anti-Virus if its use is determined to be advantageous by our Senior Technician
- Additional Monitoring of Applicable Services (Active Directory Domain Services, DNS/DNS Server, DHCP, Exchange Services, Print Spooler, Remote Procedure Call (RPC), Terminal Server)
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Monthly Manual Review of Windows Log Alerts
- Remediation of Normal Maintenance Issues

Workstation Monitoring and Maintenance

- Monitoring on CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Remediation of Normal Maintenance Issues

Network and Server Administration

- Necessary Adjustments or Updates to Operating System/Firmware Configurations
- Management of Active Directory, Group Policy, Login Scripts and other User and Security Settings
- Oversee Network Connectivity through Cabling and Wireless Devices

Multi-Layered Security Services

- Managed Anti-Virus
- SPAM Filtering with Email Continuity
- Email Attachment Scanning
- Click Protect for URLs sent via email.
- DNS Filtering
- Firewall Management and Administration

Help Desk Support for Users

- Help Desk Call Center
- Onsite Assistance

Virtual CIO Consulting

- Assist in Reviewing and Understanding Current IT Infrastructure
- Maintain Records on Hardware and Software and Manage Subscriptions

- Assist during Compliancy Audits
- Present Options for New Technologies and Processes that may Advance your Business.

Hassle Free Vendor Management

- Manage Technology Relationships
- Single Point-Of-Contact for Vendor Issues

Guidelines on Equipment/Services Covered by a Fully Managed Agreement:

Covered/Included:

- Servers and PC's that are less than 60 months (5 years) old and whose OS is currently supported.
- Labor to replace printers and other simple network peripherals.
- Restoration of server image from the backup if Pantheon's preferred backup software is being used and the local storage device is deemed compliant at the
- Client's annual review.
- Routine updates and maintenance to
- existing software
- Support of current software's network functionality. (i.e. it is running, computers are connecting to it, data is accessible, reports can be printed, etc.)

Not Covered/Included:

- Parts and labor needed to replace or service any non-warranted PC or Server
- Labor to replace Firewalls and Servers as well as replacing or upgrading more than 1/3 of your PCs— unless included in Agreement.
- Any significant add, change, or move.
- Consulting, installation, or training on software new to the Client's environment
- Support of software functionality or features, including training.
- Large Software Updates
- Anything quoted as a project.

Prioritization and Response Targets:

Pantheon Computers will respond to the Client Partner's Service Tickets based on the prioritization level assigned to the ticket during the triage process.

Prioritization will be assigned according to the following definitions:

Priority	Definition
Priority 1 – Emergency Response	The network or an essential system is down. We are experiencing a work stoppage for a significant portion of the staff or for a key process, and we need to have a technician respond now.
Priority 2 – Critical Response	We have a critical issue that is either making work difficult for everyone or is preventing one of our key personnel from working.
Priority 3 – Normal Response	One or more employees are experiencing an issue that is making work difficult for them.
Priority 4 – Flexible Response	There is an issue we would like to have looked at. While we want it done in a timely manner, it is not especially urgent and can wait for service for a little while.
Priority 5 – Longer Term Item	This issue is not time sensitive. We would like to have this looked at or explored, but at this point, we do not have a particular time frame in mind.

For each priority level, Pantheon set targets for response and resolution for both the Response Team and the Client Partner’s Designated Technical Team. These targets are measured and reported on to the Client Partner in a monthly report. Our goal is to meet or exceed these targets on 80% or more of all tickets submitted. A response is defined as contact with you to confirm that we have received the request, have assigned a technician to the issue and the technician has a plan to address the issue. Resolution is defined as addressing the presenting issue with a solution that works for the Client Partner or as agreeing with the Client Partner that that issue is not to be resolved for some reason. Should additional issues come up while addressing the presenting issue, another ticket will be created for those issues and appropriate priorities and targets will be set for those tickets.

Our response and resolution goals are as follows:

Priority	Response Goal	Resolution Goal
Priority 1 – Emergency Response	30 Minutes	4 Hours
Priority 2 – Critical Response	1 Hour	1 Business Day
Priority 3 – Normal Response	1 Business Day	3 Business Days
Priority 4 – Flexible Response	1 Business Day	2 Weeks
Priority 5 – Longer Term Item	1 Business Day	4 Weeks

Summary

Pantheon Computers is uniquely positioned to form true partnerships with cities and police departments. Our experience working with city departments housed in separate buildings throughout the city is a testament to our capability of servicing the City of Eagle Lake and its departments spread across the city in three different buildings.

We take care to partner with the right vendors and companies to ensure that our clients' needs are met with high quality hardware and equipment to increase productivity while reducing downtime and disruption to workflows. We understand the demands of successfully running a city and have the experience and tools available to keep all departments functioning, secure, and compliant.



We have prepared a quote for you

Managed Services

Quote # 002643
Version 1

Prepared for:

City of Eagle Lake

Jennifer Bromeland
jbromeland@eaglelakemn.com



400 15th Ave SE
Waseca, MN 56093

507.835.2212

Monthly Services

Description	Recurring	Qty	Ext. Recurring
Managed Service Agreement Fully Managed: Server, Workstation, Network, Security Services, Virtual CIO	\$2,450.00	1	\$2,450.00
Subtotal:			\$2,450.00

142



We have prepared a quote for you

Firewall for City Hall and 2 Satellite locations

Quote # 002608
Version 1



Prepared for:

City of Eagle Lake

Jennifer Bromeland
cityadmin@eaglelakemn.com



Hardware

Description	Price	Qty	Ext. Price
City Hall			
WatchGuard Firebox T40 Network Security/Firewall Appliance - 5 Port - 1000Base-T - Gigabit Ethernet - 4 x RJ-45 - 3 Year Total Security Suite (US) - Tabletop 	\$2,740.00	1	\$2,740.00
Satellite Locations			
WatchGuard Firebox T20 Network Security/Firewall Appliance - 5 Port - 1000Base-T - Gigabit Ethernet - 5 x RJ-45 - 3 Year Total Security Suite (WW) - Tabletop 	\$1,425.00	2	\$2,850.00
Subtotal:			\$5,590.00

Labor/Services

Description	Price	Qty	Ext. Price
Project Labor - Hard Bid	\$1,200.00	1	\$1,200.00
Project Labor Fixed Fee: See Initial Scope of Work for project labor details.			
Subtotal:			\$1,200.00



400 15th Ave SE
Waseca, MN 56093

507.835.2212

Firewall for City Hall and 2 Satellite locations

Prepared by:

Pantheon Computers, Inc.

Kyle Scharfe

(507) 835-2212

kyle.scharfe@pantheoncomputers.com

Prepared for:

City of Eagle Lake

705 Parkway Ave

P.O. Box 159

Eagle Lake, MN 56024

Jennifer Bromeland

(507) 257-3218

cityadmin@eaglelakemn.com

Quote Information:

Quote #: 002608

Version: 1

Delivery Date: 01/26/2023

Expiration Date: 02/22/2023

Quote Summary

Description	Amount
Hardware	\$5,590.00
Labor/Services	\$1,200.00
Subtotal:	\$6,790.00
Estimated Tax:	\$466.82
Total:	\$7,256.82

Payment Options

Description	Payments	Interval	Amount
GreatAmerica			
12 Months, \$1 Lease, 0 Advance Payments	12	Monthly	\$663.63
24 Months, \$1 Lease, 0 Advance Payments	24	Monthly	\$355.22
36 Months, \$1 Lease, 0 Advance Payments	36	Monthly	\$244.00
12 Months, FMV Lease, 0 Advance Payments	12	Monthly	\$582.39
24 Months, FMV Lease, 0 Advance Payments	24	Monthly	\$316.65
36 Months, FMV Lease, 0 Advance Payments	36	Monthly	\$220.93

Summary of Selected Payment Options

Description	Amount
GreatAmerica: 12 Months, \$1 Lease, 0 Advance Payments	
Selected Payment	\$663.63
Total of Payments	\$7,963.56



400 15th Ave SE
Waseca, MN 56093
507.835.2212

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Pantheon Computers, Inc.

City of Eagle Lake

Signature: _____

Name: Kyle Scharfe

Title: IT Success Advisor

Date: 01/26/2023

Signature: _____

Name: Jennifer Bromeland

Date: _____



January 30, 2023

To Whom It May Concern:

The City of Virginia has partnered with Pantheon Computers since 2019 and would recommend their services. During this time, they have assisted with:

- Implementing Backup
- Change of Internet Service Provider
- Networking on a new site

Pantheon has provided a Partnership approach by actively identifying and discussing options on mitigating risk along with advanced communication on critical equipment or services expiring. Pantheon has been up-front and encourages open communication to help appropriately prioritize current issues with larger impacts to the business.

Sincerely,
CITY OF VIRGINIA

Britt See-Benes
City Administrator



To Whom It May Concern:

I am writing this letter to recommend the services of Pantheon Computers to you.

Pantheon was awarded our contract through an RFP process in 2015. They have customized their approach to align with our vision for both the direction of our City and the role that technology plays in that vision. Pantheon has worked with each department to solve specific departmental issues and continues to work with the departments to achieve efficiency.

During the past eight years, our City has been working with Pantheon Computers on numerous different projects. The company offers quality services, and we rely on their expertise to provide technology support and planning.

General Partnership Notes:

- Client since 2015
- Proactive Maintenance Agreement

Completed Project:

- City Hall Rewiring/Network Project
- Server Infrastructure Project
- BCA Compliance Project w/Advanced Security Services

Sincerely,
April Van Genderen
City Clerk



To Whom It May Concern:

I am writing this letter to recommend the services of Pantheon Computers to you.

Recognizing that technology in law enforcement is growing rapidly, we are constantly expanding the number of tools we have to get the job done efficiently and effectively.

Pantheon Computers was able to come into our department and identify vulnerabilities and deficiencies in our network and operating systems. They were then able to provide us with a number of solutions that limit and actively monitor our exposure to any threats. Pantheon Computers has been instrumental in ensuring our department is up to date and in compliance with all CJIS/FBI Security Policies.

Sincerely,

Shawn Morgan

Lieutenant at North Mankato Police Department

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



Response For:



City of Eagle Lake
Request for Proposal
Information Technology (IT) Services
February 1st, 2023



800.787.1160 | info@VC3.com | www.VC3.com

1301 Gervais Street, Suite 1800 | Columbia, SC 29201

Assess | Improve | Manage
Information Technology

Table of Contents

Cover Letter	3
Company Profile	4
Business Overview & Market Focus.....	4
General Business Information.....	4
Financial and Audit Information	5
Municipal League/Association Endorsements and Partnerships	6
Client Relationship Management	6
Project Narrative	7
Additional Business Information	17
General Business Information.....	17
E-Verify (Federal Program for Employment Verification).....	17
VC3 Employee Background Checks.....	17
SERVICE DESK PRIORITIES & SERVICE LEVEL AGREEMENT (SLA)	18
RESUMES OF KEY SUPPORT STAFF	20



Cover Letter

February 1st, 2023
Sandy Reeser
VC3, Inc.
1301 Gervais St., Suite 1800
Columbia, SC 29201

Response to: Request for Proposal, Information Technology (IT) Services

Attention:
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024

Dear City of Eagle Lake:

VC3, Inc. respectfully submits the enclosed response for the Request for Proposal, Information Technology (IT) Services, for the City of Eagle Lake, MN. This proposal and subsequent agreement will be between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and City of Eagle Lake, MN, having its principal place of business at 705 Parkway Avenue, PO Box 159, Eagle Lake, MN 56024 ("Client").

With over 28 years of IT experience and over 1,100 municipal government clients in 23 states, VC3 offers a longstanding history of combining stable day-to-day operations with forward thinking IT leadership to establish a high technology orientation for cities as they grow and evolve.

Our key contact for this proposal is:

Hannah Pauly, Account Executive
(612) 417 - 1008
hannah.pauly@vc3.com

VC3 appreciates the opportunity to submit these qualifications.

Sincerely,

Sandy Reeser, CEO
(803) 978-2700
Sandy.Reeser@vc3.com



Company Profile

Business Overview & Market Focus

Since 1994 VC3 has intentionally focused on municipal government. Accordingly, VC3 has created service offerings to align with local government-specific needs including security & audit requirements, diverse technology needs across many city departments, IT budgeting, and financial models designed to contain costs and adapt to shifting priorities across fiscal years and administrations.

General Business Information

- Full legal company name: VC3, Inc.
- VC3 Organizational Chart (See Page 18)
- Total Full-Time Employees: 575
- Key Personnel: <https://www.vc3.com/key-personnel/>
- Average Employee Tenure: 4.7 years
- Largest client by user is a 418-user municipality
- Certifications:
 - **CJIS:** As a condition of employment at VC3, all technical employees are required to maintain CJIS certification at federal and state levels:
 - **FBI & NCIC Requirements:** VC3 has approximately 300 engineers, Account Managers, Project Managers, and Virtual Chief Information Officers that:
 - Have completed the Criminal Justice Information System's (CJIS) Security and Awareness Training
 - Are certified as completing the Level 4 CJIS Security Training.
 - Are approved to access networks that connect to the Federal Bureau of Investigation's (FBI) National Crime Information Center (NCIC) Systems, therefore meeting the requirements needed for local law enforcement audits.
 - **MNBCA** certified and background checked
 - The following selected highlighted certifications below are held among VC3 engineers, managers, and support staff — including senior-level, long-term employees:
 - Certified Information Security Systems Professional (CISSP)
 - Certified Government Chief Information Officer (CGCIO)
 - VMware:
 - VMware Certified Professional



- Data Center Virtualization
- VMware Sales Professional
- Multiple years and versions of each across staff
- Microsoft:
 - Microsoft Certified Solutions Associate (MCSA)
 - Microsoft Certified Professional (MCP)
 - Microsoft Certified Systems Engineer (MCSE)
 - Microsoft Certified Technology Specialist (MCTS)
 - Microsoft Certified IT Professional (MCITP)
 - Microsoft Server (various years)
- Cisco:
 - Cisco Certified Entry Network Technician (CCENT)
 - Cisco Certified Network Associate (CCNA):
 - CCNA Routing & Switching
 - CCNA Security
 - Cisco Certified Network Professional (CCNP)
 - Cisco Certified Network Professional – Security (CCNP-S)
- Certified Wireless Network Administration (CWNA)
- Project Management Professional (PMP)
- Lean Six Sigma Yellow Belt
- Certified Business Continuity Professional
- Information Technology Information Library (ITIL) Certification
- CompTIA Security+

Financial and Audit Information

- **Financial Information:** For security purposes, audited financials are available via Teams presentation.
- **SOC 2 Compliance:** VC3 maintains a SOC 2 certification, asserting that standards & controls are followed to keep client data secure, available, and confidential. SOC 2 is a voluntary compliance standard and requires regular audits. SOC 2 compliance information is available upon request.



Municipal League/Association Endorsements and Partnerships

VC3 is proud to be endorsed by eleven state leagues of municipalities who have chosen to partner with and/or endorse VC3:

- Tennessee Municipal League
- Vermont League of Cities & Towns
- New Hampshire Municipal Association
- North Carolina League of Municipalities
- Municipal Association of South Carolina
- Alabama League of Municipalities
- Georgia Municipal Association
- Iowa League of Cities
- Connecticut Conference of Municipalities
- Kentucky League of Cities
- Massachusetts Municipal Association

Client Relationship Management

The City of Eagle Lake will be managed on a day-to-day basis by key team members (assigned VCIO, account manager, and dedicated support engineer) and will have access to the entire VC3 engineering staff when needed.

Support Staff Categories and Domain Expertise

- Chief Technology Officer – 1
 - Chief Information Security Officer – 1
 - VCIOs (IT Directors) – 30+
 - Service Delivery Managers – 10+
 - Help Desk Engineers – 40+
 - System Engineers – 100+
 - Senior System Engineers – 10+
 - Network Engineers – 5
 - Architect & Escalation Engineers (domain experts) – 10+
 - Account Managers (primary business contact) – 15+
 - Project Managers & Engineers – 25+
 - Application Development Engineers – 20+
- Total Engineering Resources – 300+**



Project Narrative

INTRODUCTION

The City of Eagle Lake, MN is pursuing a fully managed model of IT support. VC3 proposes a solution to fulfill this need called Service Advantage.

VC3 will assume management of City IT and become the first call for any IT issue city-wide. VC3 staff will also be dispatched when onsite support is necessary as an included part of the service (h).

During daily operations, City staff will have access to VC3's technical resources, knowledge, and expertise as part of this agreement.

Through the Service Advantage offering, VC3 will work with all city employees to ensure fast and efficient IT support for all IT related needs.

IT ASSESSMENT (a)

Prior to onboarding, VC3 will perform a network scan (at no charge) to ensure that proper device counts, and pricing is being given to the City of Eagle Lake. This will be a non-invasive scan of the environment done with one of our CJIS certified presales engineers.

PUBLIC RECORDS ASSISTANCE (i)

VC3 will assist in retrieving public records and ensure that proper archiving is put in place so that City of Eagle Lake staff has appropriate access to email information according to the City's policy that will co-authored between City staff and the assigned VCIO.

IMPLEMENTATION AND CONFIGURATION

Implementation of Service Advantage will be led by two people from VC3: a Virtual Chief Information Officer (VCIO) and a dedicated Project Manager.

(f) The VCIO will have first-hand knowledge and relevant experience in managing IT for a comparable municipal environment. The VCIO assumes responsibility for the City's overall strategy, vision, and direction for IT. The VCIO will also create and manage the City's technology roadmap, providing guidance on purchases, additional hires, budget, and managing progress to align with the City's current needs and usher the City into a higher level of technology orientation.

At the onset of the agreement, the VCIO will create an IT Steering Committee that includes department heads and IT stakeholders so that the City's IT strategy is informed by a comprehensive view of technology needs across the organization. The VCIO will implement a mutually agreed-upon communication rhythm with the City's IT Steering Committee and perform onsite visits as needed.



The VCIO will create and maintain a 36-month technology roadmap that is updated annually during budgeting season to stay up to date with City needs from one fiscal year to another.

The dedicated Project Manager will be responsible for the implementation of technical elements of the City's Service Advantage agreement. He/she will create timelines for installation, manage deployment of VC3 staff onsite to City of Eagle Lake facilities during onboarding, and ensure that the City's technology users are equipped with the information needed to get support on a timely basis. The project manager will also create a rhythm of regular communication and standing meetings.

The project management team is led by a certified Project Management Professional (PMP), and the VC3 Project Management team utilizes the guidelines set forth by the Project Management Body of Knowledge (PMBOK®). PMBOK® provides the fundamentals of project management as they apply to a wide range of projects. By following these guidelines (Initiating, Planning, Executing, Monitoring & Controlling, and Closing), the project manager can successfully accomplish project objectives and ensure client satisfaction by delivering a quality solution.

Among the 1,100+ municipalities that VC3 actively supports each day, VC3 has successfully implemented and maintains dozens of Service Advantage agreements.

ONGOING SUPPORT

1. ENDPOINT AND PRINTER MANAGEMENT

For network, server, and workstation monitoring, VC3 will implement an industry leading professional services automation tool called *ConnectWise Automate* for its primary 7x24x365 Remote Monitoring and Management (RMM) tool. *ConnectWise Automate* allows VC3 to monitor the health and performance of the entire network, as well as allowing VC3 to proactively stay on top of whitelisted updates and patches, perform maintenance tasks, and address performance issues before they become larger problems.

VC3 will also leverage *ConnectWise Automate* monitoring services to provide an inventory of the equipment on the network, monitor and troubleshoot hundreds of services that run on the City's infrastructure, perform scheduled system updates, install security patches, and remotely support the monitored IT systems and infrastructure.

Remote and onsite support is provided on an unlimited basis, 24x7x365. VC3's Remote Management and Monitoring (RMM) tool will provide and manage the following:

- i. Inventory Control & Reporting

- ii. Warranty Management
- iii. Asset Tracking
- iv. Patching and compliance for Operating Systems and Installed Applications (b)
- v. Antivirus and Antimalware management and remediation
- vi. Endpoint Detection and Response
- vii. Security Policy Management
- viii. Workstation patching (b)
- ix. Remote monitoring of hardware and software for errors, warnings, or noncompliance

If existing UPS units have the capability of being monitored, they will be monitored 24x7x365 via the RMM tool. All maintenance and management of existing UPS units will be provided as part of this agreement. If existing UPS units do not meet best practice standards, the VCIO will advise on upgrades and installation of new units.

The city's Virtual Chief Information Officer will work with individual departments to determine needs and deploy appropriate solutions for endpoint encryption as well as Mobile Device Management solutions.

All documented City staff will have unlimited access to VC3's helpdesk services when troubleshooting needs arise, and VC3 will interface with vendors to coordinate repairs and resolution.

2. SERVER MANAGEMENT (c)

Using the same Remote Monitoring and Management (RMM) tool mentioned above, VC3 will provide 24x7x365 support for City's servers (remote and onsite). VC3 will manage, monitor, and track the performance of the City's server infrastructure. Management will be administered by a longstanding team of network engineers with certifications in Microsoft Server and VMware (see list of highlighted certifications on page 5).

VC3 will utilize its RMM tool to provide the following:

- Inventory Control & Reporting
- Warranty Management
- Asset Tracking
- Patching and compliance for Operating Systems and Installed Applications
- Antivirus & Antimalware management and remediation
- Endpoint Detection and Response
- Security Policy Management
- Remote Monitoring of hardware and software for errors, warnings, or noncompliance
- Daily backup verification provided and visible to City's staff
- Management of Offsite Backup storage and Disaster Recovery of City's data and applications (e)
- Management of City's Virtual Servers
- Monitoring of SNMP Enabled devices such as UPS's and Server Hardware.
- Monitoring and Maintenance of City's Server Backups.



VC3 will manage endpoint encryption for offsite servers (if applicable). VC3 will also assume management of third-party vendors and interface with them to provide support for their hardware and services.

VC3 will also maintain ongoing reports of server health performance via the City's VCIO. The VCIO will keep the city up to date with reporting on server health and coordinate with internal IT staff to guide needed projects and upgrades.

3. NETWORK MAINTENANCE AND MANAGEMENT (d)

The City's VCIO and a VC3 networking specialist engineer will evaluate the City's use of its network and wireless technologies, creating thorough documentation, and provide recommendations to enhance network resiliency and reliability when necessary.

VC3 will monitor, maintain, and manage the City's network across all its locations 24x7x365. Along with its RMM tool, VC3 will utilize Professional Services Automation and monitoring software PRTG to monitor and track performance of the City's infrastructure.

A 30-minute response time SLA for all network outages, 24x7x365, will be provided by VC3.

VC3 will maintain expertise in network maintenance and management that includes senior level, long-term employees with advanced skill sets and specialties including Cisco CCENT, Cisco CCNA, and CWNA certifications (see list of highlighted certifications on page 5).

PRTG displays in real-time the up/down status of all City network components. Access to the PRTG dashboard will be available to City staff.

VC3 will use PRTG in conjunction with customized power shell scripts and software to capture both the up/down status of all City network components and to capture data points around the utilization of these resources. With this data, VC3 can forecast and predict future performance issues.

VC3 will be able to monitor hundreds of services running on the City's infrastructure and will automatically trigger failed services to restart and minimize user downtime without the need for the user to create a ticket.

When services are restarted, VC3 captures these events in the ticketing system to identify trends & patterns and resolve root-causes of failure. This minimizes the likelihood and impact of future failures and downtime.

PRTG can be configured to check the status of network assets as often as every 60 seconds. For any critical services, this in turn will automatically alert VC3's service desk so immediate action can be taken to remediate the failed service.

As part of on-boarding, VC3 will deploy and configure the above tools.



VC3 will provide regular review of the network for security updates to firmware and configuration.

Additionally, VC3 will provide the following for network maintenance and management via its RMM tool:

- Inventory Control & Reporting
- Warranty Management
- Asset Tracking
- Patching and compliance for Operating Systems, appliance upgrades, and all network equipment including firewalls, switching, routing, and wireless infrastructure
- Security Policy Management

VC3 will utilize the VCIO (Virtual Chief Information Officer) and Service Delivery Team to ensure Change Management is being handled to the standards of ITIL (IT Infrastructure Library). VCIOs and the Service Delivery Team are trained in the ITIL Change Management Methodology which is the IT Standard for business Change Management.

The VCIO and a dedicated account manager will drive and coordinate regular management update meetings to deliver reports on monthly and yearly accomplishments, needs and trends. These meetings will occur at an interval agreed upon by City staff and VC3 based on the needs of the City.

4. HELPDESK SUPPORT AND ON-SITE SUPPORT (g) and (h)

As mentioned above, the City's dedicated VCIO will create and lead an IT Steering Committee that consists of department heads and users from across the city. The recommendations and needs derived from this steering committee will be used in the creation of the City's IT roadmap managed by the VCIO.

The IT roadmap will include capital needs planning and major system enhancements. The VCIO will advise on the most efficient, least disruptive, and most cost-effective way to implement the objectives laid out in the roadmap.

In creating the roadmap, the VCIO's duty will be to discern IT needs apart from IT wants, and to inform City leadership of what the City needs from IT to achieve its objectives. This will be accomplished by using input and observations from across city departments, the IT Steering Committee, and reporting data.

All documented City computer users will have direct access to VC3's helpdesk, and VC3 will provide a centrally managed ticketing system. Service will be provided by VC3's Service Delivery Team. The Service Delivery Team is trained to follow regimented processes that ensure optimal response times, high levels of client satisfaction, and prompt escalation to an advanced engineer (within 15 minutes) if a support request is beyond the initial receiving engineer's level of skill or expertise.

Every end-user support interaction is documented, and City staff will receive regular status updates and ongoing communication regarding support issues.

As a condition of employment, all VC3 technical staff are required to pass criminal background checks and maintain Level 4 CJIS certification to comply with federal CJIS and NCIC requirements, and all staff providing support to clients are required to maintain state-level compliance with the Tennessee Bureau



of Investigation (TBI) (and/or other state/local governing authorities) by having fingerprints on file (see *Certifications under General Business Information* on page 4).

During onboarding, the dedicated Project Manager will ensure that all City staff are trained on the four methods available to obtain support from VC3's helpdesk: phone, email, chat, and via the VC3 logo icon in the System Tray on City workstations (installed during implementation).

Users will be instructed that High priority issues must be placed via phone to ensure the timeliest response. Summarily, troubleshooting activities will begin immediately.

City staff will be encouraged to make VC3 the first call for all IT related issues. VC3's helpdesk will provide:

- Application and Operating System helpdesk services
- Guidance and user support pertaining to proper use of city applications and systems
- Guidance and user support pertaining to proper response to security concerns such as websites, emails, and application behavior.

VC3 will maintain a knowledge base of support resolutions and instruction on best practices for quickly resolving City support needs tailored to the City's environment on VC3's documentation management system. An export of City-specific content can be provided at the City's request.

All support requests will flow through VC3, and VC3 will assign tickets to the appropriate resource based on need. VC3's helpdesk is staffed by direct employees of VC3 on all three shifts daily to provide 24x7x365 support for City staff. All requests for assistance will be logged and tracked in a central ticketing system.

Support requests will first be addressed remotely. If unable to be resolved remotely, VC3 will dispatch resources on-site.

Proactive alerts from all monitoring systems will be reviewed and triaged by the helpdesk to help prevent potential outages before they become an issue.

VC3 will work with all third-party vendors on behalf of the city.

VC3 will provide record keeping and administration for maintenance and support contracts for server and network related software. This will include timely notification of pending contract and/or license renewals.

The City's VCIO will provide monthly service desk reports on problems, issues, affected users, and problem categories.

5. CYBER SECURITY (e)

To provide a strong security posture for the City, VC3 will evaluate the City's existing environment against standards provided by the National Institute of Standards and Technology (NIST). VC3 will implement best practices designed for an effective municipal cyber security strategy.

Effective security tools and policies must be configured in such a way that neither inappropriately hinders user productivity nor encourages staff to circumvent or bypass security systems.



The security strategy will be continually monitored for effectiveness and updated by VC3's internal security team – a dedicated team of credentialed, full-time security engineers including multiple Certified Information Systems Security Professionals (CISSPs – see selected certifications on page 5).

VC3 will implement the security tools necessary, and current tools owned by City of Eagle Lake will be evaluated for sufficiency. VC3 will provide a 24x7x365 Security Operations Center (SOC) that will continually monitor for symptoms of an active breach and respond immediately to perceived threats.

When City's existing tools and systems meet enterprise-class standards and can adhere to best practices, VC3 will:

- Monitor and manage the existing DNS Security and content filtering system
- Monitor and manage existing Anti-Malware System
- Monitor and manage existing Next-Gen Antivirus (Endpoint Detection and Response) security system

Depending on criticality of function, tools and systems that are absent from the City's environment or cannot adhere to best practices in their current state will either be added to the IT roadmap, or the VCIO will recommend immediate action.

VC3 will provide standard Antivirus software and deploy, manage this software to all endpoints & servers, and maintain any city-owned cyber security software already in place.

A Learning Management System will provide an ongoing Phishing Simulator and User Awareness Training as part of this solution. Training will be curated for City staff, and reporting from results of Phishing Simulator will be available to City management via reporting provided by the VCIO.

In the event of a security event, up to 8 hours of support and consulting from VC3's Chief Information Security Officer (CISO) will be provided. (See included resumes.)

6. VENDOR MANAGEMENT

VC3 will manage relationships with third party vendors who provide services and/or software to the City. VC3 will provide expertise on City applications.

To ensure reliable operation of City applications, VC3 will maintain subject matter expertise on managing systems for optimal use of City applications (requirements for hosting, configurations, etc.). VC3 will coordinate with vendors and City staff on appropriate timing to apply updates to the City's software.

If services stop working or troubleshooting is necessary, VC3 will initiate contact with vendors and provide support to resume services. VC3 will also assist in the management of vendor contracts and new purchases.

VC3 will maintain a knowledge base of vendors, applications, services, and instructions for best practices to quickly resolve City support needs. An export of City specific content can be provided at the City's request.



7. NETWORK ARCHITECTURE AND DESIGN

As part of the IT roadmap created by the VCIO, network architecture and design will be addressed to advance the City's ability to achieve objectives and long-term goals. VC3 will review all aspects of the City's IT environment during the initial onboarding assessment, and provide recommendations driven by best practices for a municipality its size.

VC3 will work with the City's management and IT Steering Committee to establish priorities and provide appropriate budget estimates for necessary changes so that the City will maintain:

- A functional, resilient, and modern network topology
- Critical government operations in the event of natural disasters, technological, biological, or nuclear attacks – or other situations that would require extended periods of time during which City facilities are offline or disconnected from the main network.

The VCIO will provide guidance on strategic improvements regarding the City's use of hosting, services, data storage, security issues, and other Disaster Recovery issues discussed above.

The VCIO will lead the city in regular, planned evaluation and testing of DR (Disaster Recover) operations and strategies.

VC3 will stay ahead of City needs, providing ongoing guidance as technology evolves, and proactively advise improvements that the city should consider implementing. These recommendations will be provided on a hierarchical basis, segmenting critical issues from long-range and non-urgent recommendations.

8. NEW BUILDING DESIGN

When the City begins planning for the construction of new buildings, VC3's VCIO (or specialized delegate) will provide IT leadership for and participate in planning with any necessary parties: architects, engineering firms, department heads, etc.

The VCIO and VC3's project services staff will have first-hand experience in creating plans and specifications for new facilities. VC3 will utilize best practices, processes, and domain expertise in the planning and building of new municipal facilities such as police stations, fire stations, city hall buildings, and public facilities that utilize technology.

The VCIO will consider current needs for each new building and configure building requirements in an adaptable manner so that new facilities can evolve to meet future technological needs.

VC3 will manage and coordinate all technology vendors associated with a new building including cabling installation, telecommunications, access control, etc.



ESTIMATED PRICING

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Service Advantage					
SA Support Seats	21.00	\$109.99	\$2,309.79	\$0.00	\$0.00
Server(s) - SA/SAL <i>Physical or virtual server that is running a server operating system.</i>	4.00	\$202.02	\$808.08	\$0.00	\$0.00
Managed Backups					
VC3 Backup - Server <i>VC3 Managed Backups per Server</i>	3.00	\$32.00	\$96.00	\$0.00	\$0.00
VC3 Backup - GB <i>Per GB data stored in backup repository. This number is an estimate and will vary from month to month depending on how much data is backed up, data optimization, and client retention requirements.</i>	1,000.00	\$0.05	\$50.00	\$0.00	\$0.00
Office 365 Products					
Office 365 G1	4.00	\$8.80	\$35.20	\$0.00	\$0.00
Office 365 G3	17.00	\$22.00	\$374.00	\$0.00	\$0.00
Discount - Office 365 Migration Tool <i>Discounting Migration Tool pricing bundled into one-time fee when Office 365 Pricing is in proposal.</i>	1.00	(\$393.75)	\$0.00	(\$393.75)	\$0.00
Hardware as a Service					
SonicWall TZ370 w/Advanced Protection Service Suite <i>Includes SonicWALL TZ370, Advanced Protection Service Suite, and Rackmount Kit</i>	2.00	\$107.09	\$214.18	\$0.00	\$0.00
SonicWall TZ470 w/Advanced Protection Service Suite <i>Includes SonicWALL TZ470, Advanced Protection Service Suite, and Rackmount Kit</i>	1.00	\$152.54	\$152.54	\$0.00	\$0.00
One-Time Services					
Implementation - Firewalls <i>Initial Design Services for</i>	1.00	\$1,577.60	\$0.00	\$1,577.60	\$0.00



implementation of 3 firewall devices.					
VC3 Protect - Managed Security					
Protect - Shield <i>Includes Dark Web Protect, Cyber Aware, Endpoint Protect, Web Protect, E-Mail Protect, Cloud Protect, 24/7/365 Security Monitoring and Quarterly Reporting</i>	21.00	\$25.00	\$525.00	\$0.00	\$0.00
Total Services Monthly:	\$4,564.79				

Notes:

- Prices shown above are valid for 30 days from date of work order.
- Managed Backups - Assumption is 1 Physical Server with 3 Guest Virtual Machines
- Managed Backups - Backup Volume is an estimate based on what was provided in RFP. Actual storage will normally be around 4x the native data on the servers. Likely this will be from \$50-200.00 a month. Insufficient data was provided to provide good estimate.
- Protect Shield Pricing has been adjusted to be inclusive of 10 Year Archive

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$5,617.39	\$4,564.79	\$0.00

* One-Time fees may include implementation if required.



Additional Business Information

General Business Information

- Incorporated in 1994
- State of Incorporation: Delaware
- Federal Tax ID: 57-0993240
- Dun & Bradstreet Number: 926120601
- NAICS Code: 541512 - Computer Systems Design Services

E-Verify (Federal Program for Employment Verification)

VC3 has participated in E-Verify since June 2010. VC3's E-Verify Company ID Number is 336262.

VC3 Employee Background Checks

All VC3 employment offer letters are contingent upon completion of credit, criminal, and Department of Motor Vehicle (DMV) background checks.

a. Additional office locations:

- 333 Fayetteville Street, Suite 516, Raleigh, NC 27601
- 315 W Ponce De Leon Avenue, Suite 150, Decatur, GA, 30030
- 57 Germantown Court, Suite 201, Memphis, TN 38018
- 160 Yeager Parkway, #200, Pelham, AL 35124
- 5815 Clark Rd, Bath Twp, MI 48808
- 5614 Grand Ave, Duluth, MN 55807
- 2415 Annapolis Ln N Suite #100, Plymouth, MN 55441
- Suite 101, 15511 – 123 Avenue NW, Edmonton, Alberta T5V 0C3
- Suite 355, 3115 – 12 Street NE, Calgary, Alberta T2E 7J2

SERVICE DESK PRIORITIES & SERVICE LEVEL AGREEMENT (SLA)

Incidents and Service Requests are triaged and prioritized to effectively resolve the most critical issues in a timely manner. VC3 utilizes the following priorities, criteria, and response metrics:

- A. **Priority 1:**
 - System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
 - **30-minute response time**
- B. **Priority 2:**
 - System/device/service down causing work to cease and potential business impact for an individual user, no workaround available.
 - Level of service degraded causing impact to the organization or a whole department, no workaround available.
 - **24x7 Support:** Priority 2 incidents will be addressed 24 hours a day, 7 days a week basis including holidays.
 - **60-minute response time**
- C. **Priority 3:**
 - Level of service degraded causing impact to an individual user, no work around available.
 - Operational impact to the organization or a whole department though work continues because of implementing a workaround or use of other system/device/service.
 - A request to enable or configure a system/device/service within 2 business days.
 - Incidents related to Backup system failures.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
 - **4 business hours response time**
- D. **Priority 4:**
 - Operational impact to the organization, department or user exists though work continues because of implementing a workaround or use of another system/device/service.
 - A request to enable or configure a system/device/service within 5 business days.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
 - **8 business hours response time**
- E. **Priority 5:**
 - Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
 - A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
 - Requests that have longer lead times to implement than possible within 5 business days.
 - **8 business hours response time**
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



RESUMES OF KEY SUPPORT STAFF

VC3 Team Member Resumes - Confidential

The information contained in this section is confidential and should only be used by current or potential VC3 clients for the purposes intended. VC3 respects the privacy of our employees and does not authorize this information to be shared with any third party, copied, or reproduced in any way.

Virtual Chief Information Officer – Pat Spampinato, CGIO

Pat has been a key employee of VC3 since 2009. He has 25 years of experience in Information Technology management positions. In the commercial sector, Pat has held IT Director positions in various industries including laboratory, pharmaceutical, and manufacturing.

As a VCIO, Pat works alongside municipal clients across the country to ensure their technology best supports their needs and goals. He provides strategic leadership, develops roadmaps, and assists with building appropriate technology budgets. He monitors metrics to measure performance and availability and designs and implements necessary improvements. He ensures compliance with regulatory requirements, best practices, and the client's policies and procedures.

Pat holds a Bachelor of Science degree in Business and is a Certified Government Chief Information Officer (CGCIO) from the University of North Carolina at Chapel Hill.

Virtual Chief Information Officer – Anthony Hicks

Anthony joined VC3 in January 2022 and works remotely from the Nashville, TN area. He has 25 years of IT experience in Systems Administration, Implementations, Project Management, and Operations. Anthony has a vast background working with Healthcare, Financial Services, Telecommunications, and Government clients in both operational and strategic account management roles. As VCIO, he evaluates current IT infrastructure and identifies technologies to improve security, scalability, and reliability of the overall environment through IT assessments and business process analysis.

He is proficient with OS & Application Patch Management, Imaging, Endpoint Security, VMware, and Cloud Management. The combination of his well-rounded knowledge and experience in Operating Systems, Networking, Security, Telephony, and Backup Management along with his experience leading and managing IT organizations enables him to assess the needs and goals of his municipal clients by listening to common support challenges encountered by end-users, observing IT operations, and analyzing technology usage data and trends. Anthony uses his IT background in the areas of system automation, monitoring, and maintenance to provide efficient and reliable IT environments.



Systems Engineer – Shane Harvey

Shane has been with VC3 since 2017 and has 18 years of experience in IT. He is a resident of Spring Hill, TN and holds a BBA in Computer Information Systems from Middle Tennessee State University.

Certifications:

- Network +
- HDI (Helpdesk Institute)

VP of Service Delivery – Nathan Eisner

Nathan has been with VC3 for the past 10 years and has more than 22 years of experience in IT. For the past 15 years, Nathan has focused on the municipal IT space. As the VP of Service Delivery, Nathan oversees a team of Virtual Chief Information Officers, Service Managers, and Account Managers. He leads his region's teams in maintaining standardized processes and procedures that create predictable, stable environments for VC3 clients and a quiet experience for end-users. He also works alongside the VCIOs (Virtual Chief Information Officers) to help build a strategic roadmap that enables our team to provide effective, strategic, and forward-thinking IT strategies for our clients. Nathan has a Bachelor of Science in Electrical Engineering from Georgia Tech.

Certifications:

- Microsoft Certified Technology Specialist
- Microsoft Certified Solutions Expert

Service Manager – David Cissell

David has been with VC3 for the past 10 years and has more than 20 years of experience in IT. He attended the ITT Technical Institute in Memphis and held a variety of engineering roles before becoming Service Manager for Team TN. As the Service Manager, David is the highest level of escalation for troubleshooting issues and oversees daily operations of all other engineers on his team.

Director of Integration – Amy McKeown

Amy began her employment with VC3 in 2004 as an Account Manager and has since transitioned into the role of Director of Integration, where she oversees all projects for every VC3 client. She is dedicated to discovering proficient ways to complete tasks. Not only is Amy behind the scenes planning and structuring projects, but she also participates in onsite deployments, providing excellent customer service and ensuring that projects are completed smoothly and efficiently. She brings over 20 years of experience in customer relations and project management. Amy received her Bachelor of Arts in Studio Art from the University of South Carolina and earned the Project Management Professional (PMP) certification from the Project Management Institute (PMI). Through Amy's extensive experience, she implements clients' technological visions and turns them into a structured reality. Tuned in to all aspects of the industry, she effectively produces the desired output, while keeping the client looped in every step of the way. The VC3 Project Management team utilizes the guidelines set forth by the Project

Management Body of Knowledge (PMBOK®) best practices, which is an internationally recognized standard. PMBOK® provides the fundamentals of project management as they apply to a wide range of projects. By following these guidelines (Initiating, Planning, Executing, Monitoring & Controlling, and Closing), Amy and her Project Team can successfully accomplish project objectives and ensure client satisfaction by delivering a quality solution.

Senior Network Engineer – Cameron Scruggs

Cameron joined VC3 in 2019 as a Senior Network Engineer with the Project Services Team. He brings over 15 years of deployment, operational management and control of networking infrastructure to the VC3 team. Cameron strives to provide the best technically viable solution to client's needs, while maintaining cybersecurity disciplines and best practices. Cameron is an Army veteran, serving 4 years with 2 tours of duty. He continued to serve as a DoD contractor another 6 years overseas as well.

Technical Specializations:

- Network Design and Implementation
- Network Security
- Advanced knowledge of network operating systems including Cisco, JUNOS, and IOS.
- High level problem-solving and communication skills.

Certifications:

- Cisco Certified Network Associate Routing & Switching (CCNA)
- SEC+

Project Engineer – Michael Glasser

Michael joined VC3 in 2020 as a Systems Engineer with the Project Services Team. He has over 8 years of experience in IT with various technologies including, Linux, MacOS and Windows. He is detailed in his work and exceptional at troubleshooting. Michael has his Associates in Computer Science from Midlands Technical College.

Technical Specializations:

- Windows Server Operating Systems, Active Directory, Group Policy Management, Hyper-V, PowerShell
- Microsoft 365 and Azure
- VMware ESXi, vSphere and vCenter
- Dell Storage Center SAN
- ProofPoint Email Security



Senior Project Engineer – Devin McCubbins

Devin joined VC3 in 2010. Devin's goal is to bring technical solutions to the people he encounters in a way that is productive, and efficient for the end user. As part of the Project Team, he is responsible for deploying and migrating VOA (Virtual Office Advantage) Environments and resolving escalated issues in the VOA Environment.

Technical Specializations:

- VMWare ESXi
- Citrix XenApp 6, 6.5 and 7.6
- Citrix XenDesktop
- OPsView
- Active Directory Administration
- Windows Server (2003, 2008 and 2012)
- Ubuntu Linux
- Microsoft Exchange (2003, 2010)
- Cisco Networking Equipment including ASA's, Router and Switches

Certifications:

- Citrix Certified Administrator

Enterprise Solutions Senior Architect – Ryan Gallier

Ryan is a Senior Engineer for VC3's Enterprise Solutions Division and joined VC3 in 2006. He received his bachelor's degree in Finance from Coastal Carolina University and has been a Cisco Certified Network Professional since 2007. Before joining VC3, Ryan worked as a Network Analyst and a Systems Analyst. Ryan currently has his CCNA and CCNP certifications. He has passed the written portion for the CCIE (Certified Cisco Internetwork Expert) in Routing & Switching and has over 15 years of experience in the field of IT. Most recently, Ryan obtained the highest Citrix certificate, the Citrix Certified Integration Architect. He has extensive knowledge in many technology areas including Routing and Switching, Windows Server, Active Directory design, implementation, VMware, Linux, and troubleshooting Citrix XenApp and XenDesktop.

Technical Specializations:

- Routing and Switching
- Citrix XenApp and XenDesktop
- Windows Server
- Active Directory
- VMware



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Keeping of Chickens within City Limits

Mayor Lisa Norton and Council Member Garrett Steinberg have requested that the topic of keeping chickens within City limits be discussed this evening.

Attached is an excerpt from City Code – Chapter 3, Section 3.110 – related to farm animals and fowl. Eagle Lake code defines chickens as “farm animals”.

For reference purposes, attached is an excerpt from a League of Minnesota Cities Information Memo entitled “Animal Regulation in Cities” in which chickens are discussed. Also attached is a guide from the University of Minnesota Extension entitled “Raising Chickens for Eggs”.

If there is an interest in allowing chickens within City limits, an ordinance amendment will eventually be needed to exclude chickens from “farm animals”. A chicken ordinance would also be required regulating the keeping of chickens within City limits. City staff will need some time to do research and put together a draft ordinance for consideration and discussion.

Discussion should ensue and staff directed accordingly.


Jennifer J. Bromeland
City Administrator

- D. That the owner will thoroughly clean the property to remove all contamination before the property is used; and
- E. That the owner releases and agrees to indemnify the City, its staff, and the Eagle Lake City Council from all liability to the owner and/or third persons for injuries or damages caused, or alleged to have been caused, by the contaminated property.

Subd. 15. Violations and Penalties. Any person violating any provision of this ordinance is guilty of a misdemeanor. In addition, the City shall be entitled to seek any other remedy available at law or in equity in order to protect the health, safety and welfare of the community, including temporary and permanent injunctions.

SECTION 3.110 FARM ANIMAL(S) AND FOWL

Subd. 1. Definitions. The term farm animal(s) shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules) bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (duck, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stables.

Subd. 2. Keeping. It is unlawful for any person to keep farm animal(s) or fowl, not in transit, as defined by Section 3.110 within the City limits/boundaries of the City of Eagle Lake.

Subd. 3. Violations. Any person who shall violate the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed \$1,000 and/or 90 days in jail in accordance with Minnesota State Law. Each day in which a violation exists shall constitute as a separate offense.

SECTION 3.120 ADMINISTRATIVE CITATION AND ENFORCEMENT

Subd. 1. Purpose and Intent.

- A. Administrative enforcement procedures established pursuant to this chapter are intended to provide the City of Eagle Lake with an informal, cost-effective and more efficient alternative to criminal prosecution or civil litigation for certain violations of the city ordinances.
- B. The City of Eagle Lake retains the right to enforce ordinance violations by bringing criminal charges or commencing civil litigation in any case where the city determines it is appropriate or necessary, but finds that an administrative process is beneficial to the residents of the city and finds that such a process is a legitimate and necessary alternative method of enforcement of ordinance violations.

RELEVANT LINKS:

Minn. Stat. 609.833, subd.4.
"Service Animals,"
Minnesota Council on
Disability.

Section III-A, *Minnesota Pet
and Companion Animal
Welfare Act.*

Minn. Stat. § 346.16.

Stewart v. Frisch, 381
N.W.2d 1 (Minn. Ct. App.
1986).

State v. Nelson, 499 N.W.2d
512 (Minn. Ct. App. 1993).

"Backyard Chicken Basics,"
University of Minnesota
Extension, Small Farms.

Second and subsequent violations are a misdemeanor. A sign may be posted in places of public accommodation advising the public of this law.

C. Farm animals

Farm animals generally include animals that live on farms, such as cattle, sheep, goats, pigs, and horses. A city can define "farm animals" in its ordinance to include whatever animals it wishes.

In addition to the Animal Welfare Act requirements, cities take different approaches in how they regulate farm animals in their communities. Some cities will only allow farm animals in certain zoning districts, such as land zoned for agricultural uses. Other cities allow some farm animals anywhere in the city as long as the requirements in the ordinances are met, such as having a lot over a specified size. It is important to be clear what animals the ordinance covers and to provide clear definitions.

1. Farm animals at large

If any person herds cattle, horses, asses, mules, sheep, swine, or goats on land over the protest of the land owner, the animals are considered to be running at large. Court opinions have determined that "at large" means when animals are not restrained or confined. Any person who knowingly allows animals to run at large is liable for damage caused.

2. Chickens

Like other animals, cities take different approaches for regulating chickens. Some cities include chickens in the same regulations that apply to other farm animals or livestock. Other cities have ordinances that allow chickens in the city under certain circumstances. However the city decides to regulate chickens, it is important to be clear about the regulations.

A Minnesota court has found that, unless specifically included in the definition, chickens and roosters do not fall under the regulation of ordinances that reference livestock. If the city would like to include chickens in this category, it may do so by defining the term to include chickens, poultry, fowl, or other similar descriptions. The bottom line here is that if the city wants to regulate chickens, it should make sure that chickens are covered by the ordinance.

"Urban chickens," also called "city chickens," are becoming a more common issue in cities across the state and country. The urban chicken "movement" is often linked to the increased desire for people to be closer to their food sources. Urban chickens allow people to raise chickens at their homes to have access to fresh eggs on a regular basis.

177

RELEVANT LINKS:

“Backyard Poultry,” Centers for Disease Control and Prevention (Nov. 16, 2022).

Contact the LMC Research Department for sample ordinances.

“Apiary Program Information,” Minnesota Department of Agriculture. Minn. Stat. § 17.445.

“Beekeeping Help,” University of Minnesota Bee Lab.

This small-scale keeping of chickens is different than a business that raises hens for eggs and meat. Those businesses are regulated differently than residents who want to keep a few chickens in their backyards.

There are no state laws that address urban chickens or keeping of chickens in cities, so it is up to the city council to decide if it wants to regulate the keeping of chickens. The city may choose to allow, allow if a permit is obtained from the city, or prohibit urban chickens. The city can do this in a number of ways, including regulation under the general animal or farm-animal ordinance or by passing an ordinance specific to keeping chickens.

If the city chooses to regulate the keeping of urban chickens, some common requirements include:

- Allowing only hens (no roosters).
- Limiting the number of hens allowed.
- Maintaining coops or runs in a sanitary and humane condition.
- Keeping chickens contained or under control at all times.
- Locating coops a certain distance from property lines and other structures like houses.

3. Farm animals as pets

It is not uncommon for a resident to want to keep a farm animal, such as a miniature horse or potbelly pig, as a pet. Some city ordinances would not allow for these animals as pets because the ordinance includes them as farm animals and prohibits them in residentially zoned areas. Other cities may allow for these types of animals by specific ordinance provisions, sometimes requiring a permit from the city. Given that these animals have been gaining in popularity, it is a good idea for the city to consider the issue and have an ordinance in place.

D. Insects and bugs

Insects and bugs are a part of life in Minnesota. While cities cannot regulate where insects and bugs choose to live, there are some things a city can do, such as regulating beekeeping or abating mosquitoes.

1. Beekeeping

Since 2006, beekeeping is no longer regulated by state law, except for apiary inspection services related to the transportation of bees to other states. Cities may choose to regulate beekeeping within city limits. Some cities prohibit the practice while others allow it after obtaining a permit or allow it outright.

RELEVANT LINKS:

Minn. Stat. § 18G.14.

2. Mosquitoes

The abatement or suppression of mosquitoes is advisable and necessary for the maintenance and improvement of the health, welfare, and prosperity of the people. Areas where mosquitoes incubate or hatch are considered public nuisances and may be abated under state law. Cities have the direct authority to participate in mosquito abatement efforts. If the city engages in mosquito abatement, it must establish a mosquito abatement board to oversee abatement efforts. The city may also levy a tax or issue certificates of indebtedness to pay for the program.

3. Local pest control

A city may establish and fund a program to control native or exotic pests that are likely to cause economic or environmental harm or harm to human health. The city may levy a tax or issue certificates of indebtedness to pay for the programs. This sort of program may be useful in dealing with tree pests, such as the emerald ash borer.

E. Exotic or regulated animals

State law governs the owning and possessing of exotic animals, called “regulated animals” in the statutes. With very limited exceptions, a person may not own or possess a regulated animal.

Regulated animals are defined as:

- All members of the Felidae family including, but not limited to, lions, tigers, cougars, leopards, cheetahs, ocelots, and servals, but not including domestic cats or cats recognized as a domestic breed, registered as a domestic breed, and shown as a domestic breed by a national or international multibreed cat registry association.
- Bears.
- All nonhuman primates, including, but not limited to, lemurs, monkeys, chimpanzees, gorillas, orangutans, marmosets, lorises, and tamarins.

Further, the term “regulated animal” includes any hybrids or crosses between an animal listed above and a domestic animal and offspring from all later generations of the hybrids or crosses.

If a person owned or possessed a regulated animal on January 1, 2005, and meets all of the requirements of the law, the person is allowed to keep that animal. There are provisions governing replacement of an animal that is lawfully possessed. The law also outlines a process that a city is required to follow if it needs to seize or dispose of a regulated animal.

Minn. Stat. § 346.155, subd. 1(e).

Minn. Stat. § 346.155, subd. 1(e).

Minn. Stat. § 346.155, subds. 2, 3, 4.

Minn. Stat. § 346.155, subds. 5, 6.

179



Raising chickens for eggs

Quick facts

- Raising backyard chickens can be a rewarding experience and a great way to teach kids about nature, agriculture and responsibility of caring for animals.
- Hens begin laying at around six months of age and can continue for five to 10 years, with peak production occurring in the first two years.

Breeds

There are a wide a variety of chicken breeds, developed for egg production, meat production or good looks. While many breeds are adaptable to a backyard setting, certain breeds are better than others for backyard conditions. Medium to large breeds are good for cold winters. A mellow temperament and good egg laying are also pluses. If you see reference to a bantam bird, that is a small version of any particular breed. It will look the same but be smaller.

Popular backyard chicken breeds

These are a few examples of great, mellow breeds for the backyard.

Rhode Island red

- Hens weigh about 6.5 pounds
- Lay brown eggs
- Dark red feathers
- Dual purpose breed, but most often used for laying
- Hardy breed that does well in small flocks



New Hampshire Red and Buff Orpington hens

Wyandotte

- Hens weight about 6.5 pounds
- Lay brown eggs
- Dual purpose breed
- Great for small flocks and rugged conditions
- “Curvy” shape, good disposition
- Many color varieties

Ameraucana

- Many different color varieties
- Lay green eggs
- Great long-term egg production
- Dual purpose breed
- Tolerant to all climates
- Easy to handle

Orpington

- Hens weigh about 8 pounds
- A larger dual purpose breed
- Lay brown eggs
- Many color varieties
- Heavy size is ideal for cold weather

Diet

Chickens are omnivores. They eat grains, fruits, vegetables and insects. Chickens should typically be fed a prepared feed that is balanced for vitamins, minerals and protein. A healthy laying hen diet should also contain crushed oyster shell for egg production and grit for digestion. A 6-pound hen will eat roughly 3 pounds of feed each week.

They love fruit and vegetable scraps from the kitchen and garden as well as bread. Scratch-cracked corn and oats are a nice treat for the chickens that does not supply all their nutritional needs but is fine in moderation.

Feed consumption may increase in the winter when they burn more calories, and it may decrease in the heat of the summer. A critical part of a chicken's diet is continual access to clean, fresh water. This is especially true in the summer as they cool themselves by panting.

Housing

A quality coop is essential to backyard chicken production. Coops must provide protection from the weather and predators.

Layers need nest boxes — one per 4 to 5 birds. Chickens are descended from jungle birds, which means they like to be up high, so a place for them to roost is important.



Quality feed and clean water will help keep birds healthy and productive

There should be a well-insulated area with a light bulb or heat lamp for the winter months as well as ventilation for fresh air. Be sure to have a minimum of 3 to 5 square feet per bird, including outdoor space.

There is an endless variety of coop designs with just as much range in cost. Find a design that provides easy access and otherwise suits your situation. There are many books and websites with coop designs.

Predators

Their main predators are raccoons, rats, owls, hawks and cats. An enclosed space for chickens to stay at night is essential to their protection. Ensure that the coop is free of small holes for predators to sneak in. The space should be free of unnecessary objects like woodpiles or equipment, as they attract predators.

Daily care

Chickens need to be fed and water changed daily. They need to be let out of the coop each morning and put into the coop at dusk each night to protect them from predators. Eggs should be picked up twice a day. The coop and pen should be cleaned out weekly to maintain sanitation and odor control.

Bird health

Healthy birds will be active and alert with bright eyes. They will be moving around — pecking, scratching and dusting — except on hot days when they will find shade. Chickens that are healthy and active will also talk and sing quietly throughout the day.

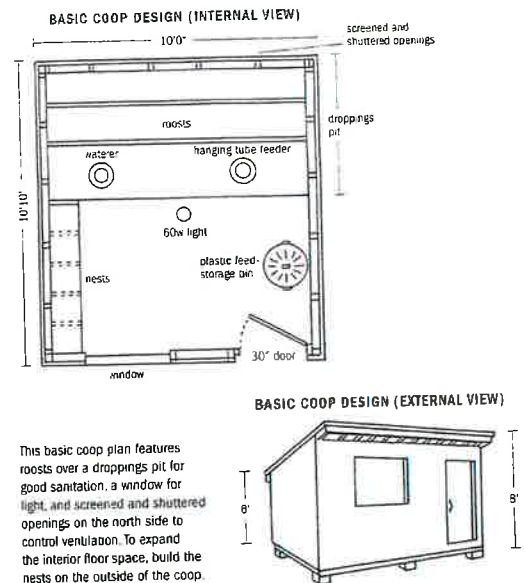
As far as laying and eating habits, each chicken is different, so monitor each chicken to get a feel for her normal production and consumption. Healthy droppings will be firm and grayish brown, with white urine salts. Roughly every tenth dropping is somewhat foamy, smellier than usual and light brown.

Chickens raised in backyard settings generally stay healthy and are not easily susceptible to diseases. The easiest way to find disease in chickens is to know what a healthy bird looks like. When a chicken isn't acting normal, for instance if she doesn't run to the food as usual or she wheezes or sneezes, start investigating.

Possible causes of illness to chickens

Infectious (invasion by another organism)

- Bacteria
- Mold and fungi



Example of simple coop design for up to 16 hens from Storey's Guide to Raising Chickens

- Parasites
- Viruses

Noninfectious (nonbiological in origin)

- Chemical poisoning
- Hereditary defects
- Nutritional deficiencies
- Unknown causes

Credit: *Storey's Guide to Raising Chickens* by Gail Damerow

Sanitation

An important element to bird health is sanitation. In order to maintain a clean, healthy environment, the coop and outdoor area should be cleaned out weekly or as needed to control manure and odor build up. Feeders and waterers should be regularly cleaned and disinfected. Dust baths should be available, as they help control mites. It is important that at least once a year, usually in the spring, a thorough cleaning is done on the coop and yard. Also cleaning before introducing new birds to the area will limit the spread of disease. A fall cleaning is also helpful with mite control over winter.

During this cleaning, safety precautions must be taken in dealing with dust. Wear a dust mask and mist the walls surrounding the area to control dust movement. Inhalation of dried chicken manure can be harmful to humans. Rake and clean out the yard. All feeders should be removed and bedding completely cleared out. It is important to remove dust and cobwebs from corners of the coop. The inside of the coop needs to be disinfected — including troughs, perches and nests. To disinfect, use one-tablespoon chlorine bleach to one gallon boiling water.

Learn how to prevent disease in your poultry with [biosecurity](#).

Manure management

Chicken manure is made up of feed residue, intestinal bacteria, digestive juices, mineral by-products from metabolic processes, and water. In fact, 85 percent of chicken droppings, by weight, is water. This leads to issues with humidity and odor. So what are the options for managing manure?

- One option is to complete thorough cleanings of the coop more than once a year. This will control the odor and fly populations.
- Another option is to pasture the chickens. Moveable shelters are a valuable tool for pasturing chickens and reducing cleaning time. Simply move the location of the house when manure begins to build up. It offers new space for chickens to graze and peck, and it provides free fertilizer for the lawn!

- A third option is composting. Composting can be done right in the chickens' bedding. To start this process, lay down about 4 inches of bedding. Regularly stir up the bedding to prevent clumping, and add fresh bedding until it is 10 inches deep by winter. Continue this process until the bedding gets 12 to 15 inches deep. At this depth, composting actively begins and after 6 months can kill harmful bacteria. This composting releases heat, which keeps chickens warm in cooler months and attracts natural fly predators. To maintain the compost, it must be stirred regularly to prevent crusting. The same process can be done outside of the coop in a separate bin.

Egg production

Hens begin laying at around six months of age and can continue for five to 10 years with peak production occurring in the first two years. They will lay roughly six eggs each week. Egg production drops each year when the hens molt (replace their feathers in the early fall) and as daylight hours are lost. Hens need at least 12 to 14 hours of light each day to continue laying eggs. A regular light bulb is sufficient to supply this light.

Regulations

There are several regulations that you may encounter with chicken ownership. Raising chickens in the backyard may require a permit from your city, and each has different requirements and restrictions. It is not legal in some cities to keep poultry. Some cities may also limit the number of animals you can keep.

If you begin selling eggs or meat, you will encounter additional regulations. The Minnesota Department of Agriculture Dairy and Food Inspection Division manages and enforces these.

Purchasing birds

There are several places to purchase chickens. You can order from major hatcheries online. There are also many individuals breeding and selling poultry. Local farm supply stores may also order them for you.

Sources

- *Storey's Guide to Raising Chickens* by Gail Damerow
- *American Standard of Perfection* by American Poultry Association

Betsy Wieland, former Extension educator and Nora Nolden, former Extension intern

Reviewed in 2018

© Regents of the University of Minnesota. All rights reserved. The University of Minnesota is an equal opportunity educator and employer.



February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Emergency Snow Plow Operator

Public Works Director Andrew Hartman shared that he fielded a request from Matt Lee, who is currently serving as an emergency snow plow operator, asking for an increase to the hourly rate of pay. Currently, the rate of pay for this position is \$20.00 per hour. Mr. Lee is asking that this amount be increased. When Public Works Director Brian Goettl retires, the roster will be down to three full-time employees and one seasonal employee until a part-time worker or fourth full-time employee is hired. In the past, the Public Works Department has operated with three full-time employees, a part-time employee, and a seasonal employee.

If the rate of pay is increased, there needs to be some parameters on when the emergency snow plow operator is utilized to ensure that we are being mindful of resources available. For example, the emergency snow plow operator would not be used when the Public Works Department is sufficiently staffed. The emergency snow plow operator is intended to help when we are short staffed to mitigate disruption to snow removal operations. In 2021, when an employee was out on leave and the Public Works Department was short staffed, Mr. Lee was added to the roster to help with snow plow operations and worked approximately 30 hours that year. In 2022, Mr. Lee assisted with approximately 18 hours of snow removal operations.

There is significant value in having a backup snow plow operator that possesses the necessary certification and knowledge to be able to operate a snow plow truck. Finding someone that has experience and the proper certification to operate a snow plow is difficult.

If we become short staffed and don't have a back up snow plow operator, the City will likely incur more overtime with the full-time staff available compared to if we are able to utilize additional help.

Per Public Works Director Andrew Hartman, Mr. Lee has done a good job for the Public Works Department and helped when needed.

If there is a willingness to increase the rate of pay to \$25.00 per hour, then a motion to that effect is needed.


Jennifer J. Bromeland
City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Possible Amendment to Use Agreement with Gary Hiniker and Steve Wolfe

Approval was obtained at the January 9th City Council meeting to enter into a Use Agreement with Gary and Kim Hiniker and Steve Wolfe, a copy of which is attached. Following the meeting, a copy of the approved agreement was sent to the Hiniker's. Gary Hiniker called and said the agreement looked fine to him but that he would send to Mr. Wolfe for his review. Per an email from Mr. Wolfe, a copy of which is attached, it appears that in order for Mr. Wolfe to agree to the terms, that a possible amendment may be necessary as it relates to the number of acres and also total cost per acre. A message was left with Mr. Wolfe to let me know what figure he has in mind for the effort to make the snow fence and then come back and remove it.

We will plan to discuss in more detail at the meeting.

Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: swolfe1983@gmail.com
Sent: Monday, January 23, 2023 10:03 AM
To: Jennifer Bromeland
Subject: Eagle lake snow fence
Attachments: Snowfence Invoice.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Jennifer,

Good morning, hope all is well. Gary H. forwarded me the agreement for the snow fence. There is a couple of discrepancies I can see that would be an issue. First one is you have it down as 1 acre. When I left the snow fence in the past, it is actually closer to ~1.8 acres of ground that gets left behind. The bushels multiplied by the price on November 1st is agreeable, but the actual size of leftover crop would have to be adjusted. Also as the operator of the land, I have to do a lot of extra work to make the snow fence. Just being paid for the crop doesn't seem fair on my end. I would need to be compensated for my efforts. "Harvest Headache" is how I refer to it to MNDot (we have left them snow fences along Highway 22 in the past as well.)

I have attached the invoice from the last time we left a snow fence in 2019 and it was \$1500/acre. At the current prices of things, we would have to be a little above that number to make this work.

Let me know if this is something you would be interested in.

Thank you!

- Stephen Wolfe



USE AGREEMENT

THIS USE AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between Gary and Kim Hiniker, sometimes hereinafter called "Hiniker's", Steve Wolfe, sometimes hereinafter called "tenant" and the City of Eagle Lake, sometimes hereinafter called "City".

WHEREAS:

1. Hiniker's are the owners of real property located next to but not in the City of Eagle Lake. They own a parcel of land R43.09.13.400.005 that contains one acre. The property adjoins the city limits of the City of Eagle Lake and the property is located on the west side of 598th Avenue, Eagle Lake, Minnesota. Tenant rents the property from the Hiniker's for the purpose of growing crops.

2. The public works department for the City of Eagle Lake has determined that if it can make a number of wind rows on the property, that this would combat snow drifting on the road of the City of Eagle Lake, in particular 598th Avenue.

3. The Hiniker's own three lots that need to be plowed;

4. The City can perform the plowing of the lots as part of its normal snow plowing routine.

Based on a mutual desire to work together, the Hiniker's grant the City the right and agree to leave up rows of crops on the property in order to provide wind rows and prevent drifting in the city, upon the following terms and conditions:

ARTICLE I. TERM

This agreement shall be in effect for the winter season of 2023 and the 2023 and 2024 winter season as defined as November 1 to May 15, unless otherwise agreed by the Hiniker's and City Administrator for the City of Eagle Lake. This agreement will continue for each successive winter season until termination.

ARTICLE II. TERMINATION

Either party may terminate this agreement by providing written notice to the other party.

**ARTICLE III.
CONSIDERATION**

If requested by the City, the Hiniker's will leave on the property rows of crops to provide wind rows and to help prevent drifting in the City of Eagle Lake. The City of Eagle Lake will remove snow from the three lots owned by the Hiniker's. The City will also compensate the tenant for the value of the crops that are left in the field. The value of the of the crops will be determined by the number of bushels left in the field and the sales price for those bushels on November 1 of the year.

**ARTICLE IV.
ASSIGNABILITY**

Section 1. The City may not assign this agreement without written agreement of the Hiniker's.

Section 2. The Hiniker's may not assign this agreement without written consent of the City.

Section 3. The tenant may not assign this agreement without written consent of the Hiniker's and City.

**ARTICLE V.
PERSONS BOUND**

The benefits and obligations of the option herein shall inure to and bind respective heirs, personal representatives, successors, and assigns (where assignment is permitted) of the parties hereto. Whenever used, singular number include plural, the plural singular, and use of any gender shall include all genders.

**ARTICLE VI.
MISCELLANEOUS**

Repairs. The parties understand the conditions of the property. Neither party shall be obligated to make repairs to the other party's property that may be caused by the normal use of the properties. If the damage to property is based on the negligence of a party, an employee or agent of a party, the property will be repaired to the state that it was in at the commencement of this agreement.

Survival of Covenants. No agreement unless incorporated in this agreement shall be binding upon the parties. No covenants and agreements herein shall survive the

closing except warranties of title. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the parties.

IN WITNESS WHEREOF, THE PARTIES have signed and sealed this USE AGREEMENT as of the day and year first above written.

CITY OF EAGLE LAKE

By: _____
Its: _____

By: _____
Its: _____

By: _____
Kim Hiniker

By: _____
Gary Hiniker

By: _____
Steve Wolfe

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Lisa Norton and Jennifer J. Bromeland, the Mayor and City Administrator, of the City of Eagle Lake, a public body corporate and politic of the State of Minnesota, on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Gary and Kim Hiniker.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Steve Wolfe.

Notary Public



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Agreement for MS4 Services

Attached is a proposal from ISG to provide professional services for SWPPP program administration and implementation of the Municipal Separate Storm Sewer System (MS4) General Permit for the City of Eagle Lake. The proposal encompasses a scope of work that ensures that the City of Eagle Lake implements and meets MS4 program requirements and includes program management and specific tasks for each minimum control measure.

The proposal is for years 2023 and 2024 and totals \$30,240, or \$15,120 per year.

There is \$20,000 allocated for professional services in the 2023 stormwater budget for professional services (line item 201-00000-300).

A motion is needed to approve the above-described agreement for MS4 services.


Jennifer J. Bromeland
City Administrator

JANUARY 30, 2023

Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
Eagle Lake, MN 56024
jbromeland@eaglelakemn.com



RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR SWPPP PROGRAM ADMINISTRATION AND IMPLEMENTATION OF THE 2020 MS4 GENERAL PERMIT REQUIREMENTS FOR YEARS 2023- AND 2024

Jennifer,

Thank you for the opportunity to provide you with a proposal for professional services related to the administration and implementation of the Municipal Separate Storm Sewer System (MS4) General Permit for the City of Eagle Lake. This proposal is to continue to support the City of Eagle Lake in implementing and meeting the MS4 program requirements and includes program management as well as specific tasks for each minimum control measure (MCM). This proposal includes services for years 2023 and 2024.

Backed by 500+ in-house, multi-disciplinary professionals, vast industry experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.

TASK 1: SWPPP ADMINISTRATION

The work elements associated with Task 1 are designed to ensure that the City meets all the MS4 program requirements related to the tracking, training, reporting, and evaluation of six minimum control measures (MCM) annually.

Program management

In order to support the City in implementing Best Management Practices (BMPs) outlined in the Stormwater Pollution Prevention Plan (SWPPP), ISG will meet with City Staff on a quarterly basis to review progress, review documentation required to satisfy permit compliance, and provide additional guidance and suggestions to meet requirements.

Record Keeping & Tracking

ISG will work with City staff to follow mechanisms to successfully track and report MS4 related activities throughout the year. This will include integrating the use of any existing recording procedures and programs to maintain organized and easy access records of SWPPP activities to comply with permit requirements, aide in annual report writing, and assist with possible future MPCA audits.

Annual Reporting

Due to MPCA reporting system upgrades, there is a delayed timeline for 2022 MS4 annual report submission. The City's 2022 MS4 activities will need to be reported in 2024 at the same time as the 2023 annual reporting. ISG will develop a 2022 annual report for the City's own program management and outreach purposes. This report can be uploaded on the website and communicated to interested stakeholders at the Annual Meeting. ISG will also prepare the 2022 and 2023 reports for on-line submission to the MPCA when the new electronic system is available.

Assessment of MS4 program

Conduct an evaluation of how the MS4 program is performing for each minimum control measure that is required under the 2020 MS4 Permit. While preparing the 2023 annual report, ISG staff and the City will evaluate program performance, set new metrics (if desired), and update SWPPP. Good housekeeping measures identified in MCM 6 will also be assessed



at this time (*MCM 6-2 and 6-13*) This intentional review time ensures *BMPs 1-7, 2-5, 3-9, 4-8, 5-7, and 6-12* are being completed.

Staff Training & Tracking

ISG will work with City staff to ensure staff training for relevant minimum control measures are up to date. This will include keeping a calendar of required staff training, alerting staff to training opportunities that would fulfill requirements, and reporting on annual training. Specifically, this relates to *BMPs 3-3, 4-5, and 6-5*. ISG can develop and deliver training sessions for an additional fee.

TASK 2: MINIMUM CONTROL MEASURE IMPLEMENTATION

Task 2 is related to the implementation of actions required for each minimum control level.

Minimum Control Measure 1: Public Education Outreach

ISG will assist in developing educational materials on the topics outlined below in order to meet the minimum requirements of the MS4 permit:

- Materials and outreach related to two (2) high priority issues over the permit term life (*BMP 1-1*). One instance of this requirement was met in 2022, leaving one more instance to accomplish in the next 2 years.
- One (1) illicit discharge message (annual) (*BMP 1-2*)
- One (1) deicing salt, reducing deicing salt use, and proper storage of deicing salt (annual) (*BMP 1-3*)
- One (1) pet waste (annual) (*BMP 1-4*)

Additionally, ISG is available to assist the City in refreshing the current MS4 Education and Outreach Plan as an optional service. The current plan meets minimum requirements, delivering written stormwater education materials to all residents via the City newsletter. Additional work could be done to tailor educational materials to specific target audiences.

Minimum Control Measure 2: Public Participation/Involvement

The city is required to hold (1) opportunity for the public to provide input on the adequacy of the SWPPP. In conjunction with the city holding an annual public meeting (*BMP 2-1*), ISG will assist the City Administrator with the following:

- Preparation of the annual SWPPP assessment (*BMP 2-2*)
- Preparation of the public meeting/event presentation
- Writing the meeting notice (*BMP 2-1*)
- Facilitating the public meeting (*BMP 2-4*)
- Preparation of the annual report
- Responding to public comments that may be received (*BMP 2-3*)

Additionally, the city is required to hold one (1) pollution prevention public involvement activity (*BMP 2-4*) on an annual basis. Activities could include storm drain stenciling, clean-up events, rain barrel distribution, etc. While planning and participating in this activity is not included in this fee proposal, ISG is available to assist the City as an optional service. We will also share our ideas for potential events at our regular meeting.



Minimum Control Measure 3: Illicit Discharge Detection and Elimination

As part of the Illicit Discharge Detection and Elimination (IDDE) program, the MS4 permit requires that field staff receive annual training in recognizing and reporting illicit discharges. Additionally, a refresher training on IDDE investigation, location, elimination, and enforcement is required for field staff every three (3) calendar years. ISG will assist in developing and delivering recognition and reporting training materials to meet permit requirements, including holding one (1) in person training event (*BMP 3-3*). The City is responsible for tracking individual staff member training and ensuring permit requirements are met, however ISG will assist in these efforts as part of Task 1.

Minimum Control Measure 4: Construction Site Stormwater Runoff

The City is fully responsible for construction site inspections. ISG staff are available on call to assist in those activities as an optional service.

Minimum Control Measure 5: Post-Construction Stormwater Management

Existing regulatory mechanisms for Post-Construction Stormwater Management will be reviewed and updated to ensure the City assumes ownership of structural stormwater treatment BMPs installed after developments are completed (*BMP 5-1, Ordinance 18.020*).

Currently, there are some privately owned stormwater ponds that within the City that have either not been conveyed to the City yet or have no requirements to be conveyed to the City. Technically, this is allowed because the BMPs were installed prior to the City becoming an MS4. However, the City still assumes responsibility for water quality within its jurisdiction and there is an unknown amount of risk associated with private BMPs. ISG will perform a preliminary risk assessment and provide recommendations for management of privately owned structural BMPs and stormwater ponds.

Minimum Control Measure 6: Pollution Prevention/Good Housekeeping for Municipal Operations

The City is responsible for maintaining a written or mapped inventory of all their owned and operated facilities that could contribute pollutants to stormwater discharges. This includes inspecting all facilities that contribute pollution to stormwater discharge. The City currently has a written inventory and an outdated facilities inspection report. ISG will develop a map of this inventory to correspond with the written language and will annually re-inspect the city's facilities (*BMPs 6-1 and 6-14*).

The MS4 Permit requires all ponds and outfalls to be inspected once within the five-year permit window. Currently, the only stormwater ponds that ISG is aware of being inspected within the 2020 permit window are the Owl Lane ponds. To best support the City's public works department, ISG will coordinate the inspection and training of the public works staff on two city owned stormwater ponds. The City staff can then apply the training to inspect the remaining ponds and outfalls, including those that are not City owned (*BMP 6-8*).

The MS4 permit also requires that all City-owned structural stormwater BMPs are inspected annually for structural integrity, proper function, and maintenance needs. However, at this time and to the best of ISG's knowledge, the City does not own any structural BMPs.

Additionally, the two stormwater ponds that ISG inspects with the public works department, will also include an evaluation of these stormwater ponds for total suspended solids and total phosphorous treatment effectiveness. This is outlined in the established procedure, which requires at least 2 ponds to be initially inspected for treatment effectiveness every year. ISG will provide maintenance reports to the City (*BMPs 6-6 and 6-8*).



The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.

bit.ly/termsconditions_isg

ISG values our collaborative working relationship with the City of Eagle Lake's staff and council. We look forward to continuing to provide on-going services that allow the City to meet MPCA permit requirements in a thoughtful and community minded perspective. Please contact me at 507.387.6651 or via email at Julie.Blackburn@ISGInc.com with any questions regarding our services or this proposal.

Sincerely,

Julie Blackburn, CFM
 Environmental Practice Group Lead

Julie.Blackburn@ISGInc.com

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2023.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

This proposal is valid for 30 days.

196



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Bobcat Demo Opportunity – Public Works Director Andrew Hartman

Public Works Director Andrew Hartman would like to talk to you this evening about a possible upcoming opportunity for Eagle Lake to host a bobcat demonstration at Lake Eagle Park. According to Public Works Director Hartman, this could be advantageous for the Public Works Department in that during the demonstration process, brush around the ponds at Lake Eagle Park could be cut down at no expense to the City.

Public Works Director Hartman will discuss this concept in more detail.

Please note that City staff has not yet had an opportunity to research potential pitfalls without more information about what exactly the event will entail.


Jennifer J. Bromeland
City Administrator



February 6, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: City Administrator Report

1. Update on TA Grant Application Process. An ATP-7 Transportation Alternatives Solicitation Full Application from the City of Eagle Lake was submitted on January 13th. I am scheduled to give a presentation to the ATP Review Committee on March 1st. It's my understanding that the anticipated date to award grants will be April 14th.
2. Hiring Updates. Four interviews are scheduled for February 14th for the Community Development Coordinator position. Those that will be sitting on the interview committee include me, Jess with MVCOG, Personnel Committee members Beth Rohrich and John Whittington, and a rep from the EDA and Planning Commission. It is possible a recommendation to hire will be included on the March 6th agenda if there is a suitable candidate for the position. A review of applications for the 4th Full-Time Public Works Worker and 4th Full-Time Police Officer will be underway this month. It is also possible that a recommendation to hire for each of the positions will be included on the upcoming March 6th agenda if there are suitable candidates for the positions.
3. Water Tower Rehab – Design for Water Tower. With the start date of the water tower rehab project coming up on April 15th (weather permitting), the design for the water tower should be finalized by the March 6th meeting.
4. Upcoming Remote Meeting with Legislators to Discuss WTP Funding. A remote meeting has been scheduled with local legislators, Mayor Norton, and me to discuss legislative bills relating to the proposed Water Treatment Plant project. The purpose of the meeting is to keep the lines of communication open and reiterate the importance of the project and need for funding.
5. Recap of Insurance Appraisal. The City of Eagle Lake is insured through the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT partnered with HCA Asset Management to develop a completed appraisal report for the City of Eagle Lake. Per my review of the report and after speaking with the City's insurance agent, Mike Kennedy with Allied Insurance Agency, the appraisal values are concerning due to some steep increases. This has a direct effect on our premium amounts. It's my understanding that LMCIT will update the City's property schedules to reflect the new values at the upcoming renewal. Mr. Kennedy will be attending an upcoming meeting to review the report with you and talk about next steps and what, if any, options exist or if we have no

choice but absorb the premium increases. As per LMCIT, there will not be another appraisal for approximately 6 years. We will discuss in more detail at the meeting.


Jennifer J. Bromeland
City Administrator