

CITY OF EAGLE LAKE
APRIL 4, 2022
CITY COUNCIL MEETING AGENDA
705 Parkway Avenue at 6:00 P.M.

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 to be read at the meeting. 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.

CALL TO ORDER

ROLL CALL

___ Auringer ___ Steinberg ___ Rohrich ___ White ___ Whittington

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

- City Council Meeting Minutes from March 7, 2022 Pg. 3

CONSENT AGENDA

- | | | | |
|--|---------|--|--------|
| 1. Monthly Bills | Pg. 19 | 2. Treasurer's Report | Pg. |
| 3. Police Report | Pg. 55 | 4. Fire Report | Pg. 60 |
| 5. Public Works Report | Pg. 61 | 6. Building and Zoning Permits | Pg. 62 |
| 7. Gambling Report | Pg. 62A | 8. Res. 2022-16 Appoint Don Wesely to Park Board | Pg. 63 |
| 9. Res. 2022-17 Appoint Election Judges | Pg. 64 | 10. Res. 2022-18 Resignation of Aran Augustin from Fire Department | Pg. 65 |
| 11. Res. 2022-19 Resignation of Joshua Norton from Planning Commission | Pg. 66 | 12. Resignation 2022-20 Resignation of Katherine Scheurer from Planning Commission | Pg. 67 |

PRESENTATIONS

1. Tony Steffensmeier: Parcel R121007200001 Pg. 68
2. Jesse Samuelson with LJP Waste Solutions: Spring Cleanup and Fuel Surcharge Pg. 81
3. Julie Blackburn and Paul Marston with ISG: Owl Ln Stormwater Pond Testing Options Pg. 87
4. Anne Wolff with MnDOT: Hwy 14/CR 56 Construction Pg. 101
5. Vern Simpson, Eagle Lake Fire Chief: Recap of Recent Truck Inspection Pg. 102

PUBLIC HEARING (7:00 P.M.)

1. Public Hearing for Tax Increment Financing District 3-2 Pg. 103

OLD BUSINESS

NEW BUSINESS

1. Resolution 2022-21: Resolution Adopting Approving the Modification of Municipal Development District No. 3, the Adoption of the Modified Development Plan relating thereto, the Creation of Tax Increment Financing District No. 3-2 therein, and Adoption of the TIF Plan Pg. 104
2. Letter from LJP Waste Solutions Related to Fuel Surcharge Pg. 156
3. Mankato Motorsports Supplemental EAW and Proposals Obtained for Third Party Review Pg. 162
4. Request for Annexation from Property Owners of Parcel R430912400006 Pg. 172
5. Bella's House of Doodles and Upcoming Hearing for Amended CUP Pg. 174
6. All Pets Impound Agreement Pg. 181
7. Recommendation to Hire Part-Time Police Officer Pg. 185
8. Proposal from South Central Service Cooperative Pg. 186

OTHER

1. Electric Vehicle Charging Station Concept Pg. 190
2. Integrated Mosquito Management Program (IMM) - with Larval Control Proposal Pg. 193

CITY ADMINISTRATOR REPORT

Pg. 200

1. Community Survey - Part of Strategic Economic Development Planning Process
2. All Seasons Arena
3. Rec on the Go and Outdoor Movie Event – Summer 2022
4. Dates for Music on Parkway - 2nd Series
5. Microphone Update

COUNCIL MEMBER'S REPORT

ANNOUNCEMENTS

- Next Regular **City Council** Meeting -May 2, 2022 at 6:00 p.m., City Hall – Council Chambers, 705 Parkway Avenue
- Next Regular **EDA** Meeting – April 28, 2022 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Park Board** Meeting – April 14, 2022 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Planning Commission** Meeting – April 18, 2022 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave

ADJOURN INTO CLOSED SESSION. The meeting will be closed as permitted by section 13D.05, subdivision 3(c), to develop or consider offers for the purchase of a portion of parcel R430913400005 for the purpose of acquiring land to construct a possible future new water treatment plant.

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
MARCH 7, 2022**

CALL TO ORDER

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

ROLL CALL

- Council Members present: Beth Rohrich, Anthony White, John Whittington, and Mayor Tim Auringer.
- Staff present: City Administrator Jennifer Bromeland, Police Chief John Kopp, Public Works Director Brian Goettl, Fire Chief Vern Simpson, and Deputy Clerk Kerry Rausch.

PUBLIC COMMENTS

- None.

APPROVAL OF THE AGENDA

- Council Member White moved, seconded by Council Member Rohrich, to approve the agenda. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

APPROVAL OF MEETING MINUTES

- Page three of the February 16, 2022 needs to be amended as to who moved and seconded to adjourn meeting.
- Council Member Whittington moved, seconded by Council Member Rohrich, to approve the February 7, 2022 and February 16, 2022 City Council meeting minutes as amended. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

CONSENT AGENDA

- Mayor Auringer pointed out the consent agenda includes a resolution appointing Tony Dickmeyer to the EDA Board.
- 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
 - Resolution 2022-12 Establish Present and Polling Place
 - Resolution 2022-13 Accepting Music on Parkway Donation
 - Resolution 2022-14 Appoint Tony Dickmeyer to EDA
- The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

PRESENTATIONS

1. Angela DeMartini, Owner of Bella's House of Doodles: Updated Business Plan
 - Administrator Bromeland stated that an updated business plan for Bella's House of Doodles was included in the City Council packet and that Mrs. DeMartini is present at the meeting to answer any questions.
 - For purposes of providing background, Administrator Bromeland explained that Mrs. DeMartini was asked to attend the January 19th City Council meeting so that the City Council could review the Conditional Use Permit (CUP) for 107 598th Avenue and determine whether alleged violations warranted its revocation

and/or whether an extension of the expired agreement to temporarily operate the business out of the secondary building was appropriate to continue so long as certain conditions were met. One of the items required was an updated business plan to accurately reflect the use of each building as well as give a clearer picture of the overall scope of the business. The Council packet included copies of letters sent to Mrs. DeMartini on January 5th and January 26th.

- Administrator Bromeland stated that included in the updated business plan is a reference to add a loft or second floor in the tall building. The City's Building Inspector advises that plans are needed with a code analysis from an architect with changes that are being proposed. The analysis should address all buildings on the property. The need for a code analysis from an architect has been conveyed to Mrs. DeMartini. To date, a zoning application for a fence has been received. It was explained to the applicant that to place the fence directly on the property line, a notarized agreement from affected property owners is needed. The fence permit was subsequently rescinded. A site plan has been submitted for the parking lot showing 10 parking stalls including one handicapped accessible stall. The total number of parking stalls required will be dependent upon the use of the buildings and code requirements. An application for a dog run has been submitted. Lot coverage requirements will need to be reviewed. An application for the ancillary building that was placed without a building permit being secured first has also been received. It is not possible to process this application until it is determined if there are any requirements in state building code requiring a certain distance of separation between the building to the east. The City's building inspector will make this determination based on use of buildings and code requirements.
 - Mr. Rick DeMartini stated the second floor of the tall building is for future planning potentially 2-3 years in the future and would be made of engineered steel. It's purpose would be for storage and a play area for dogs. As of today, the HVAC system is 98% complete, needing a gas line in the primary building, the air conditioning is not installed and the floors are being epoxied.
 - Mayor Auringer explained that the use of the tall building has changed and the addition of a second floor may change the use again. The concern lies with the heating system being compliant with code for the current and possible future use. He also stated that the building official needs to review documentation which the DeMartini's need to provide him.
 - Council discussion included the maximum number of dogs allowed on site at any given time. The City's attorney, Chris Kennedy, explained that puppies under a certain age are not counted in the maximum capacity of dogs. The DeMartini's clarified stating, including their own dogs, the maximum number of dogs on the premise will be capped at 45 and that they will not expand the business to allow for more than 45 dogs.
 - The next steps the DeMartini's need to take are to meet with the City's building inspector and have all buildings reviewed with future uses considered, City staff need to receive said results of building review, schedule a public hearing at the April 4th City Council meeting, and hold a public hearing at the May 2nd City Council meeting to modify the CUP.
 - Discussion included that once the certificate of occupancy is issued that it would be acceptable for the DeMartini's to start using the primary building's office and to house puppies, all other operations will need to wait.
2. Steve Mohr with MetroNet: Utility Easement for Cabinet
- Steve Mohr with MetroNet stated that they are asking for an easement to install a fiber cabinet near the water tower. This cabinet is needed to feed service to Eagle Lake.
 - City Attorney, Chris Kennedy, stated the following concerns with the draft agreement: 1) the easement is freely assignable meaning that MetroNet and other future parties would be able to transfer their interest without notifying the City; 2) the right of way is perpetual; 3) there is no language that would allow the City to terminate the easement; and 4) ensuring the ballard posts are located within the easement and not outside

of it. Included in the updated draft is language stating that if MetroNet stops using the site, the location would revert back to original state and revert back to the City.

- Mr. Mohr stated that the beige metal cabinet will be 5 feet tall, and that rock could be placed around it for easier maintenance, no fence would be installed. He also stated the hope is that ariel work can start the beginning of May and all work would be completed and service ready for customers use by the end of July. Residents interested in MetroNets service can sign up online now and will be added to their build out list.
- Council Member Whittington moved, seconded by Council Member Rohrich, to approve Resolution 2022-15 authorizing the issuance of a utility easement and right-of-way to MetroNet. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

3. Vern Simpson, Fire Chief: Proposal for Air Packs for Truck 4311

- Chief Simpson explained that pumper truck 4311 has been listed for sale for \$40,000 with no interest shown to date. He stated the truck could be used as a blocker truck and a spare vehicle for mutual aid calls. There is room in the station to house the truck. In order to keep the truck NFPA compliant air packs for each seat need to be on the truck. South Central College's fire school is closing and they are selling air packs. Eagle Lake would be able to purchase six used self-contained breathing apparatus packs with 12 bottles for \$9,000.
- Chief Simpson also stated that there will be approximately an additional \$5,000 worth of purchases, such as hoses and a ladder, needed to keep this vehicle in use, but those purchases could be budgeted for in the next year or two. He also stated that the planned purchase of a side-by-side this year will not take place.
- This purchase was not a planned 2022 budgeted expenditure. To date, \$21,700 of the \$59,370 allocated funds for capital outlay for 2022 has been expended, leaving a balance of \$37,670.
- Council Member Rohrich moved, seconded by Council Member White, authorizing the fire department to purchase 6 air packs and 12 bottles for \$9,000. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

PUBLIC HEARING

- None

OLD BUSINESS

1. Spring Clean Up

- Administrator Bromeland explained that at the February 7th meeting discussion took place regarding spring cleanup and Council directed staff to explore options available for a curbside cleanup through alternate haulers. Since that time, City staff has reached out to Waste Management and Hansen Sanitary. City staff was able to confirm that Waste Management would conduct a cleanup via a centralized drop off location, same as what LJP Waste Solutions is offering, but was unable to find out if curbside collection was even an option. Hansen Sanitary out of Kasota will not do a curbside collection for a spring cleanup.
- LJP notified the City that curbside pickup will not be an option this year for the spring cleanup due to labor shortages and not having enough drivers to work an extra Saturday. LJP Waste Solutions is proposing a drop off site on Saturday, May 14th from 8:00 a.m. to Noon. In the past, the drop off site has been the parking lot at Lake Eagle Park for the fall cleanup.
- Council consensus was to schedule the spring cleanup as a drop off collection event for Saturday, May 14, 2022.

NEW BUSINESS

1. Communications System Right of Way and Easement

- See Presentations.

2. Departmental Expenditure Request for Air Packs for Fire Truck 4311
 - See Presentations.
3. Resolution No. 2022-15: Resolution Calling for Public Hearing on Proposed Creation of Municipal Development District No. 3 and Tax Increment Financing District No. 3-2
 - Administrator Bromeland explained that as part of the Tax Increment Financing (TIF) process, the Planning Commission will be asked to consider a resolution at their March 21st meeting in which a finding will be made if the TIF District/Development District is consistent with the development goals of the City and plans for future growth. This is the only action required for the TIF process in March.
 - Administrator Bromeland provided background explaining that Troy Schrom with Schrom Construction is proposing a 104-unit multi-family housing project in Eagle Lake. The proposed project would include parcel R12.10.48.400.013 (38.7 acres of ag land located within Eagle Lake city limits). Included with the overall proposed housing development would be parcel R39.10.18.400.005 (40 acres of ag land located in LeRay Township). The part of the development for which TIF would be sought is currently located entirely within city limits. Phase 1 would include 56 units – (28) 3-bedroom units and (28) 2-bedroom units. Phase 2 would consist of 48 units – (24) 3-bedroom units and (24) 2-bedroom units. Shannon Sweeney, a professional tax increment financing (TIF) consultant with David Drown Associates, is assisting the City with the TIF process.
 - Administrator Bromeland stated that Mr. Sweeney is willing to come talk to the Council at a special meeting to explain TIF in more detail. His schedule would work best for a noon meeting.
 - Administrator Bromeland explained the TIF project would assume a tax capacity rate for a market rate project and the actual duration for a potential subsidy would likely be less than the full duration provided for in statute. The developer would be required to make units available to people of specific income levels if TIF were approved – 20% of units made available to families at 50% of the area median income or 40% of the units made available to families at 60% of the area median income. Mr. Schrom has indicated that the proposed development will not occur but-for the use of TIF. He is requesting a 13-year term for TIF assistance. Per MN Statute, up to a 26-year term could be approved. TIF is a method of stimulating economic development. It uses additional property taxes paid because of the new development to pay for the development. As the property increases because of the new development, the increases above the original tax capacity are captured. The taxes paid on the captured value are called increments. The result of a TIF project is an increased tax base that benefits all local taxing jurisdictions. Mr. Schrom currently has TIF agreements with the cities of Belle Plaine, Jordan, and Northfield. City staff has reached out to community and economic development staff with these cities to learn about the length and other business subsidy terms they have with Schrom Construction.
 - Before Council is a resolution calling for a public hearing to authorize a TIF development and tax increment financing.
 - Council discussion included if the rental cost would change for income qualified tenants, that TIF would not be used for the entire project, only the 104 units in phase 1 and phase 2.
 - Administrator Bromeland stated this project is complex and may warrant hiring an outside consultant to assist City staff with re-zoning and appropriate classification based on proposed use in different areas within the development. The developer needs to complete the wetland delineation process and will be required to complete any required environmental review such as an EAW.
 - Council Member Rohrich moved, seconded by Council Member Whittington, adopt Resolution 2022-15 Creating a Tax Increment Financing District Number 3-2 and the adoption of the Tax Increment Financing Plan. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

4. Motorsports Park Project

- Administrator Bromeland explained that a Supplemental Environmental Assessment Worksheet (EAW) has been received from Bradford Development for the Mankato Motorsports Park Project. City staff is currently in the process of seeking proposals from consultant to complete a Third-Party Review. Staff expressed that the developer has not offered to pay for the supplemental EAW, whereas the developer paid for the initial 3rd party review on the original EAW.
- Administrator Bromeland provided background history of this project stating that Bradford Development previously prepared a mandatory EAW for the proposed Mankato Motorsports Park Project located within the City of Eagle Lake. The purpose of the EAW was to identify any potential environmental impacts resulting from the project and determine if an environmental impact statement (EIS) was warranted. A third-party review was completed by Houston Engineering and paid for by Bradford Development at a cost of \$14,000. Following the City's determination that an EIS was not warranted, an appeal was filed by a group called CAMP "Citizens Against Motorsports Park, Michael Guentzel and Erin Guentzel". The matter was heard in the State of Minnesota Court of Appeals with the Court of Appeals reversing and remanding a new EIS determination on two issues – impacts to wildlife and climate change.
- Administrator Bromeland explained that the supplemental EAW focuses on the two narrow issues requiring further environmental review. This is not an opportunity to go back and revisit all the other items included in the original EAW. Upon City Council's authorization to contract with a party to conduct the third-party review and the review is completed, the document will be presented to the City Council as the RGU to review and determine if the supplemental EAW is complete for distribution or if more information is needed. Once determined complete, the supplemental EAW will be submitted to the EQB and the process for notification and publication is started. This includes a review by the agencies listed in Minnesota Rules 4410.1500 as well as a public comment period.
- Mike Guentzel, 22083 604th Avenue, asked Council to consider not using the same third-party review if the only reason to do so is that their bid comes in as the low bid. The City's attorney, Chris Kennedy, explained that per Minnesota statute the city must except the lowest responsible bid.
- As bids are received Council can assess if a special meeting will be needed to accept a bid.
- Council Member White moved, seconded by Council Member Rohrich, authorizing staff to receive estimates from third-party reviewers and to contact the developer to determine who will pay for the review. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.
- Administrator Bromeland stated that she will email Mike Guentzel a copy of the EAW.
- Mayor Auringer stated that there will be a public hearing in the future in which public comments will be heard and that the court says that only the two items needing to be reviewed in the EAW are the noise impact to wildlife and climate change, not the entire document. When asked by Mr. Guentzel why the City just doesn't do an EIS, Mayor Auringer stated that EIS's are not typically done, unless determined necessary.

5. Mosquito Control Agreement with Clarke Environmental Mosquito Management

- Administrator Bromeland stated that in the Council packet is a proposal from an Environmental Mosquito Management (EMM) Program. There are two options. One option consists of 9 bi-weekly treatments at \$685 per treatment, and the other option consists of 15 weekly treatments at \$619.50 per treatment. In 2021, the City contracted for 9 bi-weekly treatments and 1 mile of extra spray for parks and trails at a cost of \$379,800 per treatment. The cost for the EMM program is budgeted and paid for out of budget line item, parks-professional services and funds have been allocated for this purpose.
- Council discussion included that treatment dates may be changed if weather conditions dictate doing so. The number of treatments have never been reduced, but could possibly be added at Council's request. The company will work around community events and they do spray at both Lake Eagle Park and Frazee Park.

- Nicole Davros, 101 Valley Lane, addressed Council stating there are better options that are more target specific. She suggested the City explore other options including a little fogging and add a larvicide as well. She stated that she understands this may not be possible to incorporate other treatment options for 2022, but could possibly incorporate in 2023.
- Council Member White moved, seconded by Council Member Whittington, to authorize 9 bi-weekly mosquito control treatments. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

OTHER

1. Open Book Meeting Notice

- The Open Book meeting for Eagle Lake will be held at the Blue Earth County Property and Environmental Resource Offices at 9:00 a.m., Monday through Friday, April 18-22, 2022. The purpose of this meeting is to determine whether property in the jurisdiction has been property valued and classified by the assessor.

2. Summary of Performance Evaluation as Required by MN Statutes 13D.05, Subd. 3

- Administrator Bromeland explained that a closed session was held at the February 7, 2022 City Council meeting for the purpose of completing the annual performance evaluation of the city administrator. The meeting was closed as permitted by statute. Given the city administrator position is under the direction of the City Council, the evaluation was held at a public meeting. At its next open meeting, the public body shall summarize its conclusion regarding the evaluation.
- There were 5 rating factors and 19 elements used. The City Administrator, Jennifer Bromeland, received a rating of “meeting standards or exceeding standards” for all the rating factors and elements. Comments included “the need to provide ongoing leadership to senior staff by setting clear expectations to achieve departmental goals, continue displaying a positive attitude and outlook, continue building confidence in decision making, continue displaying a willingness to take on new projects and work, and overall pleased with performance in a variety of areas.

3. Blue Earth County Fair Sponsor Request Letter

- Administrator Bromeland explained that a request has been received asking for Blue Earth County Fair sponsorships. This is a non-budgeted request.
- Council discussion included that this is not something they are uncertain is an allowable public expenditure.

CITY ADMINISTRATOR REPORT

1. Update on Microphone Order and Installation

- Video Services emailed stating they are waiting on one more piece of equipment, the expander, to be able to install the microphones. The manufacturer estimates 14 weeks on the order. In the short term, everyone using the old microphones needs to remember to speak directly into the microphone.

2. Music on Parkway, Series #2 – Status of Funding and Planning

- A request for funding was submitted to the American Legion Post 617 Gambling Fund. A donation in the amount of \$5,000 was received. In total, there is a budget of \$10,000 to work with for the Music on Parkway series this summer. The planning committee will meet next week to continue planning work. Once the schedule has been determined, it will be communicated to the public.

3. Highway 14/CR56 Construction Update

- Ann Wolfe with MnDot was planning to attend this evening’s meeting to present staging maps but has informed staff that they are a couple months behind and will instead attend an upcoming meeting.

4. Recap of Recent CGMC Legislative Action Day and Recent Communication with Legislators about Water Improvements Needed in Eagle Lake
 - A Zoom call was held with local legislators to discuss Eagle Lake's water treatment needs. Both legislators expressed their support for Eagle Lake's project and asked for updated numbers on planning and design so that legislation could be drafted and considered during the bonding session.
 - Top legislative policies for 2022, which are important to Eagle Lake, include changes to the Local Government Aid (LGA) formula which could increase Eagle Lake's aid, EDA programs, childcare, housing and environmental.
5. Utility Extension Project for 800 and 804 Parkway Avenue
 - A meeting was recently held with the property owners of 800 and 804 Parkway Avenue to discuss the utility easement needed to be able to extend sewer and water. Letters were sent to the two properties to the west of 800 Parkway Avenue notifying of the possibility of extending utilities contingent upon annexation. One of the property owners has responded and requested a meeting to learn more about what is involved with extending utilities and possible annexation. The property owner is not committing to anything, and this will just be an informational meeting to make them aware of options related to connecting to City utilities.
6. Status of Agency Street Lighting
 - Per an update from Xcel Energy, a new light was installed on the north end of the project but the mast arms for the other 9 lights on the existing poles are on back order until mid-June.
7. Upcoming Free EAB Outdoor Field Workshop
 - A free outdoor Emerald Ash Bore (EAB) field workshop will be held in St. Clair. The public works department will be sending two employees to attend this workshop and the City Administrator is planning to attend as well. Minnesota Department of Agriculture staff will be leading free EAB field workshops at several locations around the state with the closest being St. Clair. These hour-long outdoor workshops will provide an opportunity to get a firsthand look at EAB-infested trees and will assist in becoming familiar with early detection. Workshops are provided free of charge through support from the US Forest Service and the Environment and Natural Resources Trust Fund.
8. Planning and Zoning Related Work
 - An overview of current planning and zoning work items was reviewed as it may be more efficient to consider contracting with a consultant for assistance as it relates to specific work items in unique situations where significant staff time and expertise is required for more complex planning and zoning issues.
9. MAPO Pedestrian Connectivity Study
 - Mayor Auringer asked about the status of the MAPO Pedestrian Study. This is anticipated to be completed this summer. There is nothing the City needs to do at this time.
10. Strategic Plan-SMIF Grant
 - A public engagement component will be included.

COUNCIL REPORTS

1. Mayor Auringer stated with the increase of inflation he would ask that staff look for ways to control costs and attempt to reduce fuel costs. If there are items that need to be purchased, to consider purchasing early as prices may increase.
2. Mayor Auringer stated the employee cost of living adjustments will need to be looked at and determine how to handle and what is an appropriate level of an increase.

ADJOURNMENT

- Council Member White moved, seconded by Council Member Rohrich, moved to adjourn the meeting at 8:02 p.m. The motion carried with Council Members Rohrich, White, Whittington, and Mayor Auringer voting in favor.

Tim Auringer, Mayor

Kerry Rausch, Deputy Clerk

**CITY OF EAGLE LAKE
ECONOMIC DEVELOPMENT AUTHORITY
TUESDAY, MARCH 1, 2022**

Call to Order:

Members Present: Brooke Wach, Brian Hughes, Christine Black-Hughes, John Whittington, Anthony White, Jim Beal and Anthony Dickmeyer

Staff Present: Jennifer Bromeland and Kerry Rausch

Approval of Agenda

Treasurer's Report

The treasurer's report was presented.

New Business

1. Review Application for EDA Vacancy from Anthony Dickmeyer

- The application from Anthony (Tony) Dickmeyer was presented and Mr. Dickmeyer introduced himself. Upon consensus, the EDA recommended that Tony Dickmeyer's appointment to the EDA be brought before City Council for approval.

2. Strategic Economic Development Planning Process with Region 9

- Alejandra Begarano and Leah Petricka from Region 9 were present and recapped their last meeting with the EDA.
- They explained that a Strategic Plan should be a living vehicle for community leaders to think strategically, to make sound decisions in a sea of game changing circumstances, to focus efforts, and develop consensus for collaboratively solving problems. A Strategic Plan shapes a community's future, defines the purpose of the community, allows the community to be responsive and better positioned to attract funding opportunities, and coordinates efforts and lays the foundation for effective and practical economic development efforts.
- Federal EDA priorities include equity, economic recovery, workforce development, manufacturing, technology based economic development, environmentally sustainable development and exports and FDI.
- Eagle Lake data points were presented.
 - Population has increased and there is an increase in young residents. The largest age group is people under the age of 18, followed by 18-34-year-old, then 45-60-year-old. 35-44-year-old and then 65 and over make up the last two age groups.
 - Income/Poverty- 8.1% of Eagle Lake residents are living below the poverty level.
 - Educational Attainment-97.3% of residents have obtained their GED/diploma and 33% have obtained their bachelor's degree or higher.
- Stakeholder engagement was discussed which included resident survey, interviews/small groups, and an open house.
- The EDA stated they would like to be involved in the process, including reviewing the survey prior to distribution. A subcommittee may be formed if needed in this process.
- Potential survey categories and questions were presented with EDA input provided.

Adjournment: The meeting adjourned at 8:17 a.m.

ECONOMIC DEVELOPMENT AUTHORITY
WEDNESDAY, MARCH 24, 2022

Call to Order: The meeting was called to order by Brian Hughes at 6:49 a.m.

Members Present: Jim Beal, Brooke Wach, Brian Hughes, and Tony Dickmeyer
Staff Present: Jennifer Bromeland and Mandy Auringer

Approval of Agenda

Treasurer's Report

- The treasurer's report was presented.

New Business

1. Resume Strategic Economic Development Planning Process with Region 9

- Alejandra Bejarano with Region Nine was present to go over and receive feedback on the survey. She stated that Region 9 will put out a paper copy of the survey to all residents within city limits which will include a link and a QR code option to complete the survey online. Their distribution will include a paper copy with a postage paid return envelope, flyers, and a reminder letter depending on the resident responses received back. The survey is designed specifically for residents within city limits allowing them to voice their opinions directly to the City instead of on social media.
- Question 1 asks residents to rate the "quality of life" in Eagle Lake, it was recommended to either explain "quality of life" or change the wording to "rate your experience living in Eagle Lake".
- Other suggestions included:
 - Age range of household
 - When you think of Eagle Lake what is your first thought?
 - In the question asking what activities you participate in, add a list of some activities i.e., Music on Parkway, Tator Days, Winter Activities Event, Fire Department open house, Safety Fair etc. Did you know about these activities?
 - When asking about patronizing businesses within Eagle Lake, it was suggested to replace the word "patronize" with easier to understand wording.
 - Rate the quality of each service, i.e., police, fire department, sidewalks, water, crime, city staff, parks, streets etc. Add NA or unknown to the answer options.
 - Have you accessed the City's website in the last 12 months?
 - Which of these sources are you using for city information i.e., Newsletter, website, social media, word of mouth, city staff, city council meetings, other city board meetings?
 - How many of household purchases are purchased in Eagle Lake?
- It was brought up to add to the survey letter, either how long the survey will take or how many questions are on the survey. On the online survey it states at the bottom how many questions there are and how many you have completed.
- More than one person from each household will be able to complete the survey either online or by picking up a copy from City Hall.

- Some concerns that were discussed were: nonresidents completing the survey, residents completing the survey multiple times, whether to put it out on Facebook, and responses being clouded by current issues such as the spring cleanup change made by the hauler.

Adjournment

The meeting adjourned at 7:55 a.m.

Respectfully Submitted,
Mandy Auringer
Administrative Clerk

CITY OF EAGLE LAKE
March 21, 2022
PLANNING COMMISSION MEETING

Call to Order

- Meeting was called to order at 6:00 p.m. by Commissioner Beckel.
Present: Commissioners Beckel, Hughes, Rose, and Miller.
Absent: Chairman Talle, Commissioners Norton, Scheuer, and McCarty.
Staff Present: City Administrator Bromeland and Administrative Clerk Mandy Auringer.
Others Present:

Approval of Agenda

- One item was added to the agenda. The resignation from Planning Commission member Joshua Norton.
- Commissioner Rose moved, seconded by Commissioner Hughes to approve the agenda. A roll call vote was taken with all in favor. Motion carried.

Approval of Minutes

- Commissioner Miller moved, seconded by Commissioner Rose to approve the Planning Commission meeting minutes from February 28, 2022. A roll call vote was taken with all in favor. Motion carried.

New Business

1. Resolution Recommending Approval of Modification of Municipal Development District No. 3, Adoption of Modified Development Program, Establishment of TIF District No. 3-2, and Adoption of Modified Development Program and TIF Plan.

- Administrator Bromeland gave the Planning Commission background for a TIF plan drafted by Shannon Sweeney with David Drown Associates. The findings consisted of whether the proposed development is generally consistent with the City's development plan and zoning ordinances, will the project serve to complement the City's plans for the creation of development opportunities in the City, and will the project serve to promote the City's development objectives. The boundary of Development District No. 3 is being modified to include parcel number R-121018400013. In establishing the TIF District, the City will need to find that the TIF District qualifies as a housing district, the proposed development will not reasonably be expected to occur without the use of TIF, the TIF Plan conforms to the general plan for development/redevelopment of the City as a whole, and the TIF Plan affords maximum opportunity for the development of the project area by private enterprise. The project developer has indicated that TIF assistance is necessary to control

certain development costs such that unit rents can be maintained at affordable levels. The developer is intending to construct rental housing units and will assist in meeting the demand for market rate and affordable rental housing. The first phase was originally intended to include 56 units but will now include 64 units and the second phase was originally intended to include 48 units but will now include 40 units. The total number of units will remain the same, but the units in each phase will change.

- Commissioner Rose asked if there would be single family homes. Administrator Bromeland stated there are single family homes included on the preliminary concept plan provided by the developer, which will be owner occupied and slab on grade twin homes. This development will be in an association which includes maintenance. It was noted that TIF is being sought for the 8-plex units. It was noted on the concept plan that the developer is proposing 16 single family homes in an association and a possible 76 detached single-family dwellings within the development. In total, the developer is proposing a possible 225 housing units in the development.
- Commissioners Beckel and Miller asked about the zoning. Administrator Bromeland stated the parcel is currently A1. It was noted that there could be different zoning classifications within the development for different types of housing such as single family and multiple family and that careful consideration should be given to zoning classification to ensure that there are areas zoned specifically for single family housing.
- Commissioner Miller stated he believes that this proposed project meets all 3 points, it is generally consistent with the City's development plan and zoning ordinance, the project will serve to complement the City's plans for creation of development opportunities in the City, and it will serve to promote the City's development objectives. Administrator Bromeland added that this project would help finish the water looping project.
- Commissioner Rose moved, seconded by Commissioner Hughes, to approve the attached resolution for TIF district modifications with findings. A roll call vote was taken with all voting in favor. Motion carried.

2. Resignation from Planning Commission Members Katherine Scheurer and Joshua Norton.

- Notice of resignations were received from Planning Commission members Katherine Scheurer and Joshua Norton.
- Commissioner Miller moved, seconded by Commissioner Rose, to accept the resignations of Planning Commission members Katherine Scheurer and Joshua Norton. A roll call vote was taken with all voting in favor. Motion carried.

3. Discuss Filling Vacancy and Review of Current Roster of Members.

- Following the April 4th City Council meeting in which a resolution will be included accepting the resignation of Katherine Scheurer and Joshua Norton, an announcement can be made advertising the vacancy. At the present time, the Planning Commission consists of 7 members and 1 alternate.
- Commissioner Hughes asked what are ways we can find new members. Commissioner Miller stated he thought it might be a good idea to invite people to see what the Planning Commission

does and how it runs. Commissioner Beckel asked if it could be announced at the next City Council meeting. Administrator Bromeland stated that it will be announced at the next City Council meeting and will also be placed in the up-and-coming newsletter. She also asked the Planning Commission to reach out to people they think might be interested.

Other

1. Building and Zoning Permit Activity: Permit activity was presented for the months of February and March.
2. Chapter 6 City Code Update and Land Use Plan and Map Update.
 - Jessica Steinke, Program Director with Minnesota Valley Council of Governments (MVOCG), will be at the April 18th meeting to talk about assisting the Planning Commission with a code review and update. Discussion should also take place about utilizing MVOCG to complete a land use plan and map update. The City is a member of MVOCG. The current land use plan was adopted in 2006 and in need of being updated. The land use map has been updated more recently but should also be updated to accurately reflect future types of growth desired.
3. Motorsports Park Project and Supplemental EAW.
 - At this time, a supplemental EAW has been received. City staff was directed by the City Council to obtain proposals for a possible 3rd party review. All of the proposals have been received and will be presented to the City Council at the April 4th meeting.
 - The next regular scheduled Planning Commission meeting is April 18, 2022, at 6:00 p.m. in City Hall Council Chambers, 705 Parkway Avenue.

Adjournment

- Commissioner Rose moved, seconded by Commissioner Miller to adjourn. A roll call vote was taken with all voting in favor. Meeting adjourned at 6:42 p.m.

Trent Talle, Chairman

Mandy Auringer, Administrative Clerk

**CITY OF EAGLE LAKE
PARK BOARD MEETING
THURSDAY, MARCH 10, 2022**

Call to Order: Chair Horkey called the meeting to order at 6:47 a.m.

Members Present: Jeremy Horkey, Don Wesely, Ryan Short, Beth Rohrich, Joan Back, and Tim Auringer.

Staff Present: Jennifer Bromeland, Brian Goettl, and Kerry Rausch

Treasurer's Report: The treasurer's report was presented.

Business

1. Application for Park Board Vacancy from Don Wesely

- Administrator Bromeland stated that an application to serve on the Park Board was received from Don Wesely. Upon consensus, the Park Board recommended that Don Wesely's appointment to the Park Board be brought before City Council for approval.

2. Tree Canopy Ideas for Parks (Community Forestry Member Rachel James)

- Rachel James, Community Forestry Member, explained that the Forestry Corp is new program which started last year. She is working on preparing the City for emerald ash bore (EAB) and that staff will be attending a workshop today to learn how to identify EAB.
- It was recommended that the City and residents consider expanding the tree canopy to diversify tree types to avoid the loss of several trees due to infestation and disease.
- Ms. James has completed a tree inventory on public property and stated Lake Eagle Park is comprised of approximately 60% ash trees and over the next ten years several trees will need to be removed. She is writing an EAB plan and a tree replacement plan as well as providing a cost estimate. She recommended the City consider removing and replacing trees instead of treatment due to the fact that trees will eventually die if treatment stops. She stated that some trees could be treated while others are replaced as an approach to allow for incremental replacement of trees.
- The City of Lake Crystal is looking at doing injections into the roots of the tree and they may be willing to share equipment if staff are trained on the equipment. There are not many companies doing EAB treatments. Rainbow Tree Care out of the cities is the main company to do the treatment. Treatment will kill any insect that would eat the leaf of a tree.
- Replacement tree recommendations and cost were presented.
- The City has grant from the DNR to remove and plant seven trees this year.
- The disposal of a tree with emerald ash bore is more difficult due to Blue Earth County being in a quarantined status due to EAB being in the county. Affected wood can be burned or mulched and repurposed, otherwise trees need to be brought to Minnesota Paving and Materials - Pilgram Demolition Landfill. There is a charge for the disposal of infected trees.
- The emerald ash bore only moves a couple of miles a year on its own.
- It was recommended that city code be reviewed and updated to include how diseased and infested trees should be handled on private property.

3. Update on Memorial Bench and Balance Beams (PW Director Goettl)

- This will be discussed at a later meeting.

4. Lake Eagle Park Master Planning Process (Continued) – Jonathan Nelson

- Jonathan Nelson with Bolton and Menk was present and asked for feedback on the concept sketches he prepared. Some of the primary concerns identified at the last meeting were parking, the need of a shelter and placement of it, and trails and their connectivity.
- Discussion identified the desire for a resident survey to provide input as to what park amenities residents would utilize and that contacting key community resources to assist in determining youth interests. A community meeting including youth may be considered to gain input.

- The goal is to design the space on master plan as a long-term goal. The plan can be updated to adjust the plan. Short term planning could include installing a simple, portable shelter which could be used in another location as long-term plans come to fruition.
- Jonathan Nelson will work on drafting a survey to review at next meeting.
- Other items discussed included carpeting the batting cage area and that MAYBA is planning to complete work on dugouts and the scoreboard.

Adjournment: The meeting adjourned at 8:15 a.m.

CITY OF EAGLE LAKE

03/31/22 10:46 AM

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*Check Summary Register©

March 2022

Name	Check Date	Check Amt	
10100 Cash			
1500e MN DEPT OF REVENUE	3/3/2022	\$1,738.00	FEBRUARY SALES TAX
1501e FURTHER	3/3/2022	\$387.09	BW PA 03-03-22
1502e PERA	3/3/2022	\$5,254.58	BW PA 03-03-22 & HABER/ERLANDSON PM
1503e PITNEY BOWES PURCHASE PO	3/3/2022	\$604.50	POSTAGE
1504e AFLAC	3/3/2022	\$146.76	FEBRUARY PREMIUM
1505e PSN	3/3/2022	\$553.83	FEBRUARY CHARGES
1506e PITNEY BOWES GLOBAL FINAN	3/8/2022	\$124.44	LEASE PMT
1507e FURTHER	3/14/2022	\$387.09	BW 03-17-22
1508e PERA	3/14/2022	\$4,543.82	BW 03-17-22
1509e FURTHER	3/18/2022	\$8,287.50	1ST QTR EMPLOYER H.S.A. CONTRIBUTIO
1510e PERA	3/18/2022	\$32.50	MO PA 03-31-22
1511e PERA	3/28/2022	\$4,332.12	BW 03-31-22
1512e FURTHER	3/28/2022	\$387.09	BW 03-31-22
44304 ALEX AIR APPARATUS INC	3/4/2022	\$2,469.02	HOSES AND COUPLERS
44305 ARAMARK	3/4/2022	\$36.79	
44306 BADGER METER	3/4/2022	\$94.38	HOSTING SERVICE
44307 BOLTON & MENK INC	3/4/2022	\$410.00	CSAH 27/AGENCY ST
44308 BROMELAND, JENNIFER	3/4/2022	\$531.56	REIMBURSEMENTS
44309 CENTER POINT ENERGY	3/4/2022	\$1,851.37	
44310 CHRISTOPHER KENNEDY	3/4/2022	\$126.00	
44311 CITY BUILDING INSPECTION SR	3/4/2022	\$922.22	CITY FORCE FEES 1ST QTR
44312 COMPUTER TECHNOLOGY SOL	3/4/2022	\$2,218.81	
44313 CONSOLIDATED COMMUNICATI	3/4/2022	\$559.86	ACCT # 507-052-1848/0
44314 COURTYARD BY MARRIOTT	3/4/2022	\$0.00	MCFOA CONFERENCE-RAUSCH
44315 EAGLE EXPRESS	3/4/2022	\$1,143.99	FUEL
44316 GOETTL BRIAN	3/4/2022	\$383.25	CONFERENCE REIMBURSEMENT
44317 GOPHER STATE ONE CALL	3/4/2022	\$4.05	FEBRUARY TICKETS
44318 GOVERNMENT FORMS & SUPPLI	3/4/2022	\$270.00	LASER CHECKS
44319 LEAGUE OF MN CITIES	3/4/2022	\$20.00	SAFETY & LOSS CONTROL WORKSHOP
44320 MATHESON TRI GAS INC	3/4/2022	\$56.62	
44321 METERING & TECHNOLOGY SOL	3/4/2022	\$205.90	
44322 NICKLAY, MICHAEL	3/4/2022	\$383.25	CONFERENCE REIMBURSEMENT
44323 PLUNKETTS PEST CONTROL	3/4/2022	\$46.80	
44324 PRINCIPAL LIFE INSURANCE CO	3/4/2022	\$458.68	MARCH/APRIL PREMIUM
44325 STAPLES BUSINESS ADVANTA	3/4/2022	\$74.95	
44326 BHE COMMUNITY SOLAR LLC	3/7/2022	\$1,841.99	SOLAR GARDEN
44327 FLAGSHIP RECREATION	3/7/2022	\$1,960.00	STEEL BENCH
44328 I & S GROUP INC	3/7/2022	\$2,032.50	MS4 PROGRAM MANAGEMENT
44329 MN DEPT OF LABOR & INDUSTR	3/7/2022	\$10.00	UM PRESSURE VESSEL
44330 MN VALLEY COUNCIL GOVERNM	3/7/2022	\$2,840.04	MEMBER ASSESSMENTS
44331 ROMIG, BEN	3/7/2022	\$179.30	CONFERENCE REIMBURSEMENT
44332 Verizon Wireless	3/10/2022	\$277.42	
44333 BCBS OF MN	3/17/2022	\$13,553.62	APRIL PREMIUM
44334 CASEYS GENERAL STORE EAGL	3/17/2022	\$54.63	
44335 CORNERSTONE STATE BANK	3/17/2022	\$30.00	SAFE DEPOSIT BOX RENT
44336 DELTA DENTAL OF MN	3/17/2022	\$733.65	APRIL PREMIUM
44337 TALLE, TRENT	3/17/2022	\$242.49	TRAINING AND SUPPLIES
44338 BOMSTAD, JESSE	3/21/2022	\$114.66	MILEAGE REIMBURSEMENT
44339 TSB JANESVILLE LLC	3/21/2022	\$30,812.26	2021 TAX ABATEMENT PAYMENT
44340 KERRY RAUSCH	3/29/2022	\$833.61	REIMBURSEMENT
44341 ROMIG, BEN	3/29/2022	\$47.59	REIMBURSEMENT
44342 US BANK EQUIPMENT FINANCE	3/29/2022	\$114.00	
44343 ADP, LLC	3/31/2022	\$379.95	
44344 ALPHA WIRELESS	3/31/2022	\$383.98	QUARTERLY MAINTENANCE AGREEMENT

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CITY OF EAGLE LAKE

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*Check Summary Register©

March 2022

Name	Check Date	Check Amt
44345	ARAMARK	3/31/2022 \$215.48
44346	AUTO ZONE	3/31/2022 \$85.66 OIL AND FILTER
44347	BADGER METER	3/31/2022 \$94.50 HOSTING SERVICE
44348	BENCO ELECTRIC	3/31/2022 \$512.57 MARCH FEES
44349	BHE COMMUNITY SOLAR LLC	3/31/2022 \$2,483.33 FEBRUARY FEES
44350	BLUE EARTH COUNTY HIGHWA	3/31/2022 \$1,760.00 SAND/SALT MIX
44351	BLUE EARTH COUNTY PROPER	3/31/2022 \$156.00 ESCROW ACCOUNT REPLENISH
44352	BOLTON & MENK INC	3/31/2022 \$2,843.50 SANITARY SEWER DESIGN WORK
44353	BROMELAND, JENNIFER	3/31/2022 \$16.38 REIMBURSEMENT
44354	C & S SUPPLY CO INC	3/31/2022 \$5.99 ELECTRICAL TAPE
44355	CENTER POINT ENERGY	3/31/2022 \$1,532.72
44356	MAPS COMMUNITY EDUCATION	3/31/2022 \$176.80 WINTER PARK ACTIVITY
44357	COMPUTER INFORMATION SYS	3/31/2022 \$360.00 SYSTEM MAINTENANCE AND SUPPORT
44358	CONSOLIDATED COMMUNICATI	3/31/2022 \$575.96 ACCT: 507-150-0101/0
44359	DIVERSIFIED METAL FABRICAT	3/31/2022 \$8,392.48 TABLES, BENCHES, TRASH CANS
44360	EMERGENCY APPARATUS	3/31/2022 \$1,028.25 BRASS BALL VALVE
44361	FIRST SYSTEMS TECHNOLOGY I	3/31/2022 \$525.00 VERIFICATION OF 8" REGENCY METER
44362	FITZLOFF ELECTRIC	3/31/2022 \$363.09 WIRE NEW COMPRESSOR
44363	FREE PRESS	3/31/2022 \$296.97 PUBLIC HEARING
44364	FRESH START CLEANING AND	3/31/2022 \$100.00 MARCH CLEANING
44365	HAWKINS	3/31/2022 \$2,796.70
44366	J.R. BRUENDER CONSTRUCTIO	3/31/2022 \$230.00
44367	LEAGUE OF MN CITIES	3/31/2022 \$20.00 BRIAN GOETTL
44368	LINDE GAS & EQUIPMENT INC	3/31/2022 \$58.48
44369	LJP ENTERPRISES	3/31/2022 \$10,868.86 64 GALL=935 96 GAL= 119
44370	MED COMPASS	3/31/2022 \$2,920.00 MEDICAL EXAMS FOR 20 MEMBERS
44371	MENARDS	3/31/2022 \$793.98
44372	MN DEPT OF HEALTH	3/31/2022 \$2,604.00 1ST QTR CONNECTION FEES
44373	MN DEPT OF HEALTH	3/31/2022 \$55.00 MICHAEL NICKLAY-EXAM AND CERTIFICATI
44374	MN STATE FIRE CHIEF ASSN.	3/31/2022 \$220.00 ADDITIONAL MEMBERSHIPS
44375	MN STATE FIRE DEPT ASSOC.	3/31/2022 \$225.00 MSFDA MEMBERSHIP 2022
44376	MINNESOTA WASTE PROCESSI	3/31/2022 \$5,039.88 FEBRUARY FEES
44377	NFPA	3/31/2022 \$175.00 ANNUAL MEMBERSHIP
44378	PLOOG ELECTRIC	3/31/2022 \$195.80 MOTION LIGHT SENSORS
44379	SOUTH CENTRAL COLLEGE	3/31/2022 \$11,163.40 EMT REFRESHER - WITTE
44380	STAPLES BUSINESS ADVANTA	3/31/2022 \$215.45
44381	TACTICAL ADVANTAGE LLC	3/31/2022 \$172.00 RADAR & LASER CERTIFICATION
44382	UNITED STATES POSTAL SERVI	3/31/2022 \$270.91 SPRING NEWSLETTER
44383	UNITED STATES POSTAL SERVI	3/31/2022 \$270.91 RELIEF ASSOCIATION BULK MAILER
44384	VIKING FIRE & SAFETY LLC	3/31/2022 \$438.13 EXTINGUISHER ANNUAL INSPECTION
44385	XCEL	3/31/2022 \$4,974.48
Total Checks		\$160,721.17

FILTER: ((([Act Year]='2022' and [period] in (3))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??') or [EFT])) and [Cash Act]='10100')

CITY OF EAGLE LAKE

03/31/22 10:47 AM

Page 1

*Check Summary Register©

March 2022

Name	Check Date	Check Amt
10101 EDA Cash		
467 KERRY RAUSCH	3/29/2022	\$16.98 REIMBURSEMENT
	Total Checks	\$16.98

FILTER: ((([Act Year]='2022' and [period] in (3))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??') or [EFT])) and [Cash Act]='10101')

21

Pay Dates 03/03/2022, 03/17/2022, 03/31/2022

Payroll Name	Pay Date	Net Pay
Auringer, Mandy L	03/03/2022	797.25
Auringer, Mandy L	03/17/2022	797.26
Auringer, Mandy L	03/31/2022	797.26
Auringer, Timothy A	03/31/2022	304.04
Bromeland, Jennifer J	03/03/2022	2,739.96
Bromeland, Jennifer J	03/17/2022	2,739.96
Bromeland, Jennifer J	03/31/2022	2,739.97
Crary, Amy L	03/03/2022	184.31
Crary, Amy L	03/17/2022	749.47
Goettl, Brian K	03/03/2022	1,645.21
Goettl, Brian K	03/17/2022	1,645.21
Goettl, Brian K	03/31/2022	1,577.93
Haber, Jerald L	03/03/2022	113.58
Hartman, Andrew R	03/03/2022	1,252.71
Hartman, Andrew R	03/17/2022	1,269.97
Hartman, Andrew R	03/31/2022	1,258.44
Jensen, Dustin D	03/03/2022	1,757.75
Jensen, Dustin D	03/17/2022	1,481.93
Jensen, Dustin D	03/31/2022	1,629.39
Konz, Noah J	03/31/2022	36.94
Kopp, John A	03/03/2022	2,205.47
Kopp, John A	03/17/2022	2,378.67
Kopp, John A	03/31/2022	2,583.60
Nicklay, Michael L	03/03/2022	1,160.57
Nicklay, Michael L	03/17/2022	1,149.91
Nicklay, Michael L	03/31/2022	1,149.90
Rausch, Kerry L	03/03/2022	1,200.61
Rausch, Kerry L	03/17/2022	1,241.43
Rausch, Kerry L	03/31/2022	1,146.16
Rohrich, Elizabeth K	03/31/2022	207.79
Romig, Benjamin T	03/03/2022	1,825.37
Romig, Benjamin T	03/17/2022	1,664.89
Romig, Benjamin T	03/31/2022	1,504.47
Shoemaker, Brian J	03/03/2022	102.81
Shoemaker, Brian J	03/31/2022	659.57
Simpson, Vern L	03/31/2022	199.40
Steinberg, Garrett R	03/31/2022	207.79
White, Anthony D	03/31/2022	207.79
Whittington, Johnnie L	03/31/2022	207.79

22



Sales and Use Tax - Return Submitted

Thank you, your request has been submitted. Please allow 3 business days for your return to appear online. Please allow 3 business days from 3-Mar-2022 for your payment to appear online. You can change or cancel this request until 5:00 p.m. Central time.

Confirmation Summary

Submitted Date and Time:	3-Mar-2022 9:14:08 AM
Legal Name:	EAGLE LAKE CITY OF
Federal Employer ID:	41-6005110
User Who Submitted:	krausch
Type of Request Submitted:	Return and payment request
Account Name:	EAGLE LAKE CITY OF
Minnesota ID:	8021730

Return Summary

Return Confirmation Number:	1-985-089-184
Account Type:	Sales & Use Tax
Filing Period:	28-Feb-2022
Projected Amount/Credit Due:	\$1,738.00

Payment Summary

Account Type:	Sales & Use Tax
Filing Period:	28-Feb-2022
Payment Amount:	\$1,738.00
Payment Date:	3-Mar-2022
Bank Name:	CORNERSTONE STATE BANK
Bank Account Number:	**0152

Contact Us

If you need further assistance, contact our Sales and Use Tax Division at 651-296-6181, (toll-free) 800-657-3777, or (email) SalesUse.Tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

Date Paid 3-3-22 *epmt*

Amount Paid 1738- Ref 19820

Acct Code See to Right

Authorization *[Signature]*

101-20300 = 1651-

601-444 = 7.00

101-20301 = 80-



Your last visit was Thu 02/17/2022 12:15 PM CST

Make a Payment

My Payment

MN PERA Payment

PERA Employer ID Number

Payroll Paid Date
(MMDDYYYY)

Invoice/Credit Memo Number
1

Invoice/Credit Memo Amount
1

Invoice/Credit Memo Number
2

Invoice/Credit Memo Amount
2

Haber & Erlanson prints

Date Paid 3-3-22 *epmb*

Amount Paid 5254.58 Ref 19822

Acct Code 21704

Authorization *[Signature]*

Payment Information

Frequency One Time

Payment Amount

Payment Date Pay Now
 Pay on a future date

Payment Method

Saved Payment Methods Use a new payment account

Account Nickname CornerStone State Ba

Bank Routing Number 091905059

Bank Account Number *0152

Bank Name CORNERSTONE STATE BANK

Bank Account Type Checking

Bank Account Category Business

Email Address

24



Your last visit was Tue 03/01/2022 09:37 AM CST

Review Payment

Please review the information below and select Confirm to process your payment. Select Back to return to the previous page to make changes to your payment.

Payment Details

Description MN PERA
MN PERA Payment
<http://www.mnpera.avenet.net>

Payment Amount \$4,543.82

Payment Date 03/17/2022

PERA Employer ID Number 435600

Payroll Paid Date 03172022
(MMDDYYYY)

Payment Method

Account Nickname CornerStone State Ba

Bank Routing Number 091905059

Bank Name CORNERSTONE STATE BANK

Bank Account Number *0152

Bank Account Type Checking

Bank Account Category Business

Confirmation Email krausch@eaglelakemn.com

Date Paid 3-14-22

Amount Paid 4543.82
Ref 14613

Acct Code 21704

Authorization [Signature]

Re-enter your Password

By clicking "I Accept", I authorize the payee to electronically debit my bank account for the amount(s) and at the frequency and date set forth above.

If this is a single payment, this authorization is valid for this transaction only. If this is a recurring payment, this authorization is to remain in full force and in effect until I notify my bank or notify the payee of its termination. I understand that I do this by canceling any pending payments and recurring payment instructions within this system at least three banking days before my account is scheduled to be debited.

If a convenience fee is added to the transaction, I understand that the convenience fee displayed will be included in the total payment amount.

In the event that a payment is returned for insufficient funds, I authorize the payee to electronically debit my bank account for the original amount of the transaction, as well as a returned item fee, up to the maximum amount allowed by law.

PLEASE PRINT A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS

Group ▾ Members ▾ Contributions ▾



Reports & Invoices My Profile ▾

Set Date Add Contributions  Define Banking  Review

Add Contributions - Define Banking

Choose the date to pull funds and directly deposit these contributions. If applicable, you may also choose a bank. If you need to add a bank, click "Save for Later" so you can add the bank on the Group menu and then return to complete the contribution information.

ACH Pull Date

03/18/2022



MM/DD/YYYY

Bank Name:
CORNERSTONE STATE BANK - 0152

[Change Bank](#) 

Total:
\$8,287.50

Date Paid 3-18-22

Amount Paid 8,287.50 Ref 14614

Acct Code 41000-132

Authorization 

ACH Pull Amount: \$8,287.50

Cancel

Next

[Save for Later](#)



Your last visit was Fri 03/18/2022 08:26 AM CDT

Review Payment

Please review the information below and select Confirm to process your payment. Select Back to return to the previous page to make changes to your payment.

Payment Details

Description MN PERA
MN PERA Payment
<http://www.mnpera.avenet.net>

Payment Amount \$4,332.12

Payment Date 03/29/2022

PERA Employer ID Number 435600

Payroll Paid Date 03312022
(MMDDYYYY)

Payment Method

Account Nickname CornerStone State Ba

Bank Routing Number 091905059

Bank Name CORNERSTONE STATE BANK

Bank Account Number *0152

Bank Account Type Checking

Bank Account Category Business

Confirmation Email krausch@eaglelakemn.com

Date Paid 3-28-22

Amount Paid 4332.12 Ref 14648

Acct Code 21704

Authorization 

Re-enter your Password

By clicking "I Accept", I authorize the payee to electronically debit my bank account for the amount(s) and at the frequency and date set forth above.

If this is a single payment, this authorization is valid for this transaction only. If this is a recurring payment, this authorization is to remain in full force and in effect until I notify my bank or notify the payee of its termination. I understand that I do this by canceling any pending payments and recurring payment instructions within this system at least three banking days before my account is scheduled to be debited.

If a convenience fee is added to the transaction, I understand that the convenience fee displayed will be included in the total payment amount.

In the event that a payment is returned for insufficient funds, I authorize the payee to electronically debit my bank account for the original amount of the transaction, as well as a returned item fee, up to the maximum amount allowed by law.

PLEASE PRINT A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS

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Alex Air Apparatus, Inc
 11897 Co Rd 87 SE
 Alexandria, MN 56308

INVOICE

Date	Invoice #
2/16/2022	INV-45342

Bill To

Eagle Lake Fire Department
 PO Box 93
 Eagle Lake, MN 56024

Date Paid 2-28-22

Amount Paid 21,700 Ref 19802

Ship To

Eagle Lake Fire Dept
 101 Plainview St
 Eagle Lake, MN, 56024 2-28-22
 Dan Ruschmeyer elfdchief@eaglelakemn.com

Amount Paid 14,850 - Ref 19801

42300-510

Acct Code 42300-510

Authorization [Signature]

S.O. No.	CUSTOMER PO	TERMS	DUE DATE	REP
SO-10368	JB-DR	Net 30	3/18/2022	818

Quantity	Item Code	Description	Price Each	Amount
1	BAU-VAC8-E1	Bauer Verticus 8.4 scfm, 3-Stage, 7.5hp, Single Phase, 6000psi, Enclosed Compressor, 230V	26,800.00	26,800.00
1	BAU-ADD ONS	-Rubber Feet on Compressor -Filter Wrench (WRH-005/ASY) -(2) Thumb Drive Manuals	0.00	0.00
1	CSCD-6-4	Cascade System, 6000 psi, 4 Cylinder	7,550.00	7,550.00
1	Install	Installation	1,000.00	1,000.00
1	1 Ship	Shipping & Handling	1,200.00	1,200.00

Date Paid 2-25-2022

Amount Paid \$21,700⁰⁰

Acct Code 42300-510

Authorization [Signature]

Date Paid 2-25-2022

Amount Paid \$14,850⁰⁰

Acct Code Gambling

Authorization [Signature]

INVOICES NOT PAID WITHIN 30 DAYS ARE SUBJECT TO A 1.5% FINANCE CHARGE	Subtotal	\$36,550.00
F.O.B. Shipping Point, Freight Prepaid and Added	Sales Tax (6.875%)	\$0.00
Please Pay From This Invoice, A Statement Will Not Be Sent. A 3% fee will be added on to credit card payments over \$2,000	Total	\$36,550.00
	Payments/Credits	\$0.00
	BALANCE DUE	\$36,550.00

Phone #	Fax #	E-Mail	Web Site
(800) 264-2320	(320) 763-9077	orders@alexairapparatus.com	www.alexairapparatus.com

28



CenterPointEnergy.com

CUSTOMER
CITY OF EAGLE LAKE

ACCOUNT NUMBER
8000014147-5
BILLING DATE
02/22/2022

Page 1 of 4
DATE DUE Mar 21, 2022
AMOUNT DUE \$ 1,851.37

Gas leak or emergency
Leave immediately, then call
800-296-9815, 24 hours a day

Customer service
612-372-4727 or 800-245-2377
Monday - Friday, 7 am - 7 pm

Call before you dig
Call 811
24 hours a day

Comments
PO Box 1144
Minneapolis, MN 55440-1144

ACCOUNT SUMMARY

Previous amount due		\$ 1,378.47
Payment Feb 16, 2022	Thank you!	- 1,378.47
Current gas charges		+ 1,851.37
Total amount due		\$ 1,851.37

How to pay your bill

Online Visit: CenterPointEnergy.com/paybill Pay immediately, schedule a payment or set up automatic monthly payments.

Phone Call: 1-877-809-3803 and make a payment using your checking or savings account or by debit or credit card.

In person: To find a payment location, visit: CenterPointEnergy.com/paybill or call 1-877-809-3803.

Mail: Return the payment stub below, with your check or money order, using the return envelope.

Summary of current charges by account

	ACCOUNT NUMBER	ACCOUNT NAME SERVICE ADDRESS	BILLING PERIOD RATE	USAGE	CURRENT CHARGE
1	5963924-5	EAGLE LAKE FIRE DEPT 101 Plainview Ave Eagle Lake MN 56024-7713	12/31/2021 - 02/01/2022 Com/Ind Firm Rate	639 THM	584.5 <i>Line</i>
2	5976705-3	EAGLE LAKE WATER DEPT 95 N 3rd St Eagle Lake MN 56024	12/31/2021 - 02/01/2022 Com/Ind Firm Rate	0 THM	18.5 <i>601</i>
3	7093618-2	CITY OF EAGLE LAKE 100 Thomas Dr Eagle Lake MN 56024	12/31/2021 - 02/01/2022 Com/Ind Firm Rate	91 THM	105.2 <i>601</i>
4	7871154-6	CITY OF EAGLE LAKE 90 Leray Ave Eagle Lake MN 56024-9761	12/31/2021 - 02/01/2022 Com/Ind Firm Rate	1278 THM	1,142.9 <i>4 way plus split 275</i>

Date Paid 3-4-22 Total current charges by account **\$1,851.37**

Amount Paid 1,851.37 Ref 1905

Acct Code See above

Authorization [Signature]

Please keep this portion for your records

Service Address
90 Leray Ave
Eagle Lake MN 56024-9761

Meter Number: M20081475786
Day Billing Period: 33
Next scheduled read date: Mar 3, 2022
Next billing date: Mar 4, 20

Account number: 7871154-6
Rate schedule: Com/Ind Firm Rate

Billing Period	Current Reading	Previous Reading	Total	x	Therm factor	=	Usage
12/30/21 - 02/01/22	38647	37580	1067		1.19753		1278 THM
Basic charge							\$ 21.1
Delivery charge				1,278 therms x \$	0.20580		263.3
Decoupling adjustment				1,278 therms x -\$	0.00424		-5.1
Gas Affordability PRG				1,278 therms x \$	0.00264		3.4
Feb 2021 Weather Event				1,278 therms x \$	0.04610		58.9
Cost of gas*				1,278 therms x \$	0.54082		691.1
Interim rate adjustment							31.1
City franchise fee							0.0
County sales tax							5.0
State sales tax							73.0
Total current charges							\$ 1,142.9

*includes a purchased gas adjustment of \$0.08862

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Total current charges by account **\$1,851.37**

Computer Technology Solutions,
 Inc.
 200 Belgrade Ave.
 North Mankato, MN 56003
 (507) 388-3880



Bill To:
City of Eagle Lake Attn: Jennifer Bromeland 705 Parkway Avenue PO Box 159 Eagle Lake, MN 56024

Date	Invoice
03/01/2022	MSP103277

Terms	Due Date	PO Number
Net 30 days	03/31/2022	
- Monthly Managed Firewall - Monthly Managed Back UP		

Products & Other Charges	Quantity	Price	Amount
Agreement CTS VIP Renewal			
CTS_VIP_05-10: CTS VIP SERVICES (Billed monthly)	10.00	\$170.00	\$1,700.00
VIP Service Includes: Unlimited On-Site And Remote Support Automated Updates For Windows and Applications Real-time Network Monitoring & Management Ransomware Protection Email Spam Filtering Service Enterprise Antivirus Enterprise Firewall - All Hardware, Licensing, Installation, and Management Included Hybrid Backup Solution - All Hardware, Licensing, Cloud Storage, Installation, and Management Included Enterprise Email Solution - Office 365 Essentials Licensing Included For All Users Annual vCIO Assessment Extensive Reporting Catered to Your Needs Coordinate With 3rd Party Vendors to Support Business Specific Applications Support For Common Applications - Web Browsers, QuickBooks, Microsoft Office, Adobe, Etc. Extended support hours of 7AM to 6PM. 10% Discount On All Project Labor VIP Services Does Not Include: Major infrastructure changes such as cabling, server migration, large scale network changes, new phone system, new wireless system, etc. - Definition of major infrastructure change at the discretion of CTS. Training and configuration of 3rd Party Applications. Coverage of unsupported operating systems such as Windows XP or Server 2003. After hours emergency support. Phone, camera, or access control systems not installed by CTS 3 year agreement. Quantity/Pricing to be renegotiated annually.			
Agreement Microsoft 365 Monthly			
CTS-5321930: Office 365 GCC G3	14.00	\$20.00	\$280.00
CTS-5321929: Office 365 GCC G1	8.00	\$8.00	\$64.00
Agreement Mail Protection Monthly			

Date Paid 3-4-22
 Amount Paid 2218.81 RA-19505
 Acct Code 41600-310
 Authorization [Signature]

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CTS_Barracuda_Tier_1_Monthly: Barracuda Email Security	19.00	\$2.99	\$56.81
Agreement Managed Backup - Monthly			
CTS-MBU-00500: CTS Managed Backup - 500GB	0.00	\$119.00	\$0.00
CTS-MBU-VM: CTS Managed Backup - Virtual Machine License	0.00	\$9.00	\$0.00
Agreement Managed Firewall - Branch			
MSSP-T20-Branch: CTS Managed Branch Office Appliance	2.00	\$59.00	\$118.00
<ul style="list-style-type: none"> * Branch office addition to CTS Managed Firewall for site-to-site connections for shared services such as VoIP, files, printing, etc. * Standard Support only. Please select an additional CTS Managed Firewall if full security services are needed. * Quarterly updates and patches * Reporting * CTS live support * No capital investment * 3 year agreement 			
MSSP-T15: CTS Managed Firewall - WatchGuard T15	0.00	\$89.00	\$0.00
Total Products & Other Charges:			\$2,218.81
- Monthly Managed Firewall			
- Monthly Managed Back UP			
Minimum service charge of 1 hour for on-site support and 0.5 hours for remote support. Service done outside of regular business hours will be billed at 1.5 x the normal service rate. Holiday hours will be billed at 2 x the normal service rate. Make checks payable to Computer Technology Solutions, Inc.	Invoice Subtotal:		\$2,218.81
	Sales Tax:		\$0.00
	Invoice Total:		\$2,218.81
	Payments:		\$0.00
	Credits:		\$0.00
	Balance Due:		\$2,218.81

Office Hours: M-F 8:00am - 5:00pm
 For Billing Questions, please contact Justin @ 507-388-3880 or JCafourek@yourcts.com

All invoices include a 3% cash/check payment discount. Payment by credit/debit card shall result in forfeiture of this discount.

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Statement

Date

3/1/2022

Eagle Express of Eagle Lake LLC
 101 Parkway Ave
 Eagle Lake, MN 56024

City of Eagle Lake
 P.O. Box 159
 Eagle Lake, MN 56024

NON-NEGOTIABLE
 CASH ON HAND
 NOT CASH

		Amount Due	Amount Enc.
		\$2,061.40	
Date	Transaction	Amount	Balance
01/31/2022	Balance forward	32.84	<i>Paid</i> 917.41
02/01/2022	INV #02-01-4078.	61.25	950.25
02/02/2022	INV #02-01-4124.	28.57	1,011.50
02/02/2022	INV #02-01-4304.	29.63	1,040.07
02/02/2022	INV #02-01-4151.	16.73	1,069.70
02/03/2022	INV #02-01-4509.	32.21	1,086.43
02/04/2022	INV #02-01-4738.	26.47	1,118.64
02/05/2022	INV #02-01-4963.	35.32	1,145.11
02/05/2022	INV #02-01-4820.	23.71	1,180.43
02/06/2022	INV #02-01-6132.	28.18	1,204.14
02/07/2022	INV #02-01-5324.	22.77	1,232.32
02/08/2022	INV #02-01-5533.	20.52	1,255.09
02/09/2022	INV #02-01-5763.	44.57	1,275.61
02/09/2022	INV #02-01-5634.	56.00	1,320.18
02/10/2022	INV #02-01-5790.	33.70	1,376.18
02/11/2022	INV #02-01-6151.	19.34	1,409.88
02/12/2022	INV #02-01-6318.	13.14	1,429.22
02/13/2022	INV #02-01-6516.	30.85	1,442.36
02/13/2022	INV #02-01-6514.	24.72	1,473.21
02/13/2022	INV #02-01-6701.	18.53	1,497.93
02/16/2022	INV #02-01-7104.	24.37	1,516.46
02/17/2022	INV #02-01-7292.	17.27	1,540.83
02/18/2022	INV #02-01-7535.	31.64	1,558.10
02/18/2022	INV #02-01-7438.	54.53	1,589.74
02/18/2022	INV #02-01-7377.	22.72	1,644.27
02/19/2022	INV #02-01-7747.	26.34	1,666.99
02/20/2022	INV #02-01-7996.	24.76	1,693.33
02/21/2022	INV #02-01-8205.		1,718.09
			Amount Due
			\$2,061.40

Date Paid 3-4-22

Amount Paid 1143.99 Ref 19826

Acct Code See attached

Authorization [Signature]

Thank you for your business!

Finance Charges will accrue after 30 days (1.5% per month).

917.41
1143.99

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BEREAVEMENT
 STATEMENTS
 DO NOT
 MAIL
 THIS
 STATEMENT
 TO
 A
 NON-MAILING
 ADDRESS

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
352914	Mar 28, 2022	\$1,841.99

BHERENEWABLES
 A Berkshire Hathaway Energy Business

Customer Service: 800-329-6257
 P O Box 8019 Davenport IA 52808-8019

CITY OF EAGLE LAKE

Statement Date: 02/25/22
 Statement Number: 11405704
 Billing Period: 1/1/2022 to 1/31/2022

ACCOUNT SUMMARY

OPENING BALANCE	PAYMENTS RECEIVED	BALANCE FORWARD	CURRENT CHARGES	AMOUNT DUE
\$1,488.11	\$1,488.10CR	\$0.01	\$1,841.98	\$1,841.99

The amount due after Mar 28, 2022 is \$1,869.62 which includes a late payment charge of \$27.63.

SUMMARY

Xcel Account Number	Customer Premise Number	Allocated Generation (kWh)	Total Current Charges
5580526	302523015	1,299	\$152.90
5580526	302876014	623	\$87.33
5580526	302977831	6,532	\$768.81
5580526	302995410	653	\$91.54
5580526	303276595	82	\$11.49
5580526	303636646	326	\$45.70
5580526	303737347	326	\$45.70
5580526	304160271	680	\$95.32
5580526	304163128	4,615	\$543.19
Total		15,136	\$1,841.98

MESSAGE CENTER

At BHE Renewables, our goal is to provide exceptional service to you our valued customer. You can access your bill statements online at bherenewables.com. For more information about these services, please contact our Customer Service Department at 800-329-6257, Monday - Friday, 7 a.m. to 5 p.m. (CT) or send an email to support@midamericaneenergyservices.com

Please note, prior to making any change to an account or premise identifier with Xcel Energy, it is IMPORTANT that you contact us as this could impact receiving your bill credit.

3-7-22
 Date Paid
 Amount Paid 1841.99 Ref 14604
 Acct Code see attached
 Authorization [Signature]

Keep

Page 1 of 6



DO NOT REMOVE

Invoice

Flagship Recreation
 11123 Upper 33rd Street North
 Lake Elmo, MN 55042

Date 2/25/2022

Phone # 763-550-7860

Invoice # F9393

P.O. Number

Bill To

CITY OF EAGLE LAKE
 PO BOX 159
 EAGLE LAKE MN 56024

Ship To

Public Works
 90 LeRay Ave.
 Eagle Lake MN 56024

Quantity	Item	Description	Price Each	Total Amount
1	59-60	6' PERFORATED STEEL BENCH - SURFACE MOUNT RECYCLE BLUE	1,310.00	1,310.00T
1	PLAQUE	2" X 10" PLAQUE 033324 WAIBEL	380.00	380.00T
1	DUMOR FR...	Delivery to site, items are delivered unassembled and on pallets. Customer responsible for unloading and installation. 762-133240-22A	270.00	270.00T
<p>Brian Goetl cell phone 507-420-3510</p> <p>Date Paid <u>3-7-22</u></p> <p>Amount Paid <u>1960 - Ref 14605</u></p> <p>Acct Code <u>42500-430</u></p> <p>Authorization <u>[Signature]</u></p>				

Thank you for your order!	Subtotal	\$1,960.00
	Sales Tax (0.0%)	\$0.00
	Total	\$1,960.00
	Deposit	\$0.00
	Balance Due	\$1,960.00

Terms - Net 30 days 1.5% finance charge on remaining balance

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NON-NEGOTIABLE
DO NOT CALL



I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

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

Invoice Number 79707
Date 02/28/2022

Project 21-25041 2020 MS4 General
Permit - Eagle Lake, MN

Progress billing for professional services provided through date of invoice

Description	Current Billed
Phase 2 - MS4 Program Management	\$2,032.50
	\$2,032.50

Invoice Amount \$2,032.50

Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice, please e-mail ar@ISGInc.com

Date Paid 3-7-22
Ref 14406
Amount Paid 2032.50
Acct Code 201-300
Authorization [Signature]

[Signature]
2/4/22

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NOT CASH - NON NEGOTIABLE - DO NOT

For: 1st Half Member Assessment

Invoice Number: 13384

Invoice Date: 3/3/2022

Customer Number: 11101

Description	Quantity	Price	UOM	Original Invoice	Adjusted	Paid	Amount Due
MVCOG- MEMBER ASSESSMENTS ADMIN-MVCOG	1.000	\$2,840.04	EACH	\$2,840.04	\$0.00	\$0.00	\$2,840.04

Please put Invoice Number on your check.

Make Checks Payable to: MN Valley Council of Governments

Remit Payment to: MN Valley Council of Governments, 10 Civic Center Plaza, PO Box 3368, Mankato, MN 56002-3368

Invoice Total:

\$2,840.04

Date Paid 3-4-22
 Amount Paid 2840.04 RA 14208
 Acct Code 41000-433
 Authorization [Signature]

[Signature]

3/7/22

101-41000-433

Total YR cost: \$5,680.08

**BlueCross
BlueShield**
Minnesota

P.O. Box 64560
St. Paul, MN 55164
Phone: (651)662-0088

REGULAR

INVOICE SUMMARY
Page 1 of 4

CITY OF EAGLE LAKE
Kerry Rausch
PO BOX 159
Eagle Lake, MN 56024-0159

BILL ACCOUNT NUMBER: 2045820001
BILL ACCOUNT NAME: CITY OF EAGLE LAKE
CLIENT NUMBER: 204582
CLIENT NAME: CITY OF EAGLE LAKE

INVOICE NUMBER: 220302478704
INVOICE MONTH(S): April 2022
PREPARED DATE: 03/02/2022
PAYMENT DUE DATE: **03/21/2022**

Prior Billing Information

Last Bill Amount	\$	13,553.62	
Payments Received Through 03/01/2022	(\$	13,553.62)	
Balance Forward			\$ 0.00

Current Charges

Premium Summary	\$	13,553.62	
Total Current Charges			\$ 13,553.62

Total Due

Date Paid	<u>3-17-21</u>	\$	13,553.62	
Amount Paid	<u>13,553.62</u>			\$ 13,553.62
Acct Code	<u>41000-131 = 1671681</u>			
Authorization	<u>6014002-131 = 1694,21 each</u>			

Please note: If you are a current EFT or eBill Customer with recurring payment, DO NOT PAY. This invoice is for your reference, the total amount due will be withdrawn from your account on (or shortly after) the payment due date.

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ION-NEGOTI
00

Kerry Rausch

From: Jennifer Bromeland
Sent: Thursday, March 17, 2022 6:25 PM
To: Kerry Rausch
Subject: FW: Tax Abatement Payment to TSB Janesville
Attachments: Abatement Calculation for Taxes Payable 2021.xls

Importance: High

Kerry,

I'm fairly certain this amount is correct. You can go ahead and process a check for the mayor to sign. Before I sign and we send out, I will make sure Shannon confirms the amount (\$30,812.26) is correct.

Thank you!

From: Jennifer Bromeland
Sent: Thursday, March 17, 2022 6:23 PM
To: Shannon Sweeney <Shannon@daviddrown.com>
Subject: Tax Abatement Payment to TSB Janesville

Good Evening,

Attached is the tax abatement spreadsheet for TSB Janesville. Each year, I send to you as another check to make sure the payment looks correct. I updated the spreadsheet with 2021 market values and the 2021 tax rate of 36.76%. The amount calculated to TSB Janesville is \$30,812.26. Does this look correct?

We usually process payment in January/early February but this got overlooked until now.

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
C: (507) 399-1030

Date Paid 3-17-22
Ref 14621
Amount Paid 30,812.26
Acct Code 222-443
Authorization [Signature]





ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
352914	Apr 20, 2022	\$2,483.33

Customer Service: 800-329-6257
 PO Box 8019 Davenport IA 52808-8019

CITY OF EAGLE LAKE

Statement Date: 03/21/22
 Statement Number: 11426170
 Billing Period: 2/1/2022 to 2/28/2022

ACCOUNT SUMMARY

OPENING BALANCE	PAYMENTS RECEIVED	AMOUNT DUE
\$1,841.99	\$1,841.99CR	\$2,483.33

The amount due after Apr 20, 2022 is \$2,520.58 which includes a late payment charge of \$37.25.

SUMMARY

Xcel Account Number	Customer Premise Number	Allocated Generation (kWh)	Total Current Charges
5580526	302523015	3,775	\$444.32
5580526	302876014	931	\$130.50
5580526	302977831	6,550	\$770.93
5580526	302995410	943	\$132.19
5580526	303276595	118	\$16.54
5580526	303636646	471	\$66.02
5580526	303737347	471	\$66.02
5580526	304160271	1,040	\$145.79
5580526	304163128	6,041	\$711.02
Total		20,340	\$2,483.33

MESSAGE CENTER

Date Paid 3-31-22

At BHE Renewables, our goal is to provide exceptional service to you our valued customer. You can access your bill statements online at bherenewables.com. For more information about these services, please contact our Customer Service Department at 800-329-6257, Monday - Friday, 7 a.m. to 5 p.m. (CT) or send an email to support@midamericanenergyservices.com

Please note, prior to making any change to an account or premise identifier with Xcel Energy, it is **IMPORTANT** that you contact us as this could impact receiving your bill credit.

Authorization _____

Keep

Page 1 of 6

Send Please include this portion with your payment. Your payment must arrive by the due date to avoid a late payment penalty.



ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
352914	Apr 20, 2022	\$2,483.33

The amount due after Apr 20, 2022 is \$2,520.58.

IDFRT84.000021030100110



CITY OF EAGLE LAKE
 PO BOX 159
 EAGLE LAKE MN 56024

BHE Community Solar, LLC
 PO Box 8019
 Davenport IA 52808-8019



0300000352914290000024833300000252058010100000004

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BLUE EARTH COUNTY HIGHWAY DEPARTMENT
P.O. Box 3083
MANKATO, MN 56002-3083
PHONE: (507) 304-4025
FAX: (507) 304-4049

Bill To:

0025 EAGLE LAKE CITY OF
JENNIFER BROMELAND - ADMINISTR
PO BOX 159
EAGLE LAKE MN 56024-

Statement:
5041

Date 3/10/2022
Page 1 of 1

Previous Balance \$1,980.00

Date	Description	Uom	Units	Rate	Amount	Taxable?
Current Payments						
02/28/2022	PAYMENT ON ACCOUNT				(\$1,980.00)	
Total Payments					(\$1,980.00)	
Current Charges						
02/03/2022	SAND/SALT MIX	YARD	32.00	55.0000	\$1,760.00	
Total Charges					\$1,760.00	

Balance Due \$1,760.00

*PAYMENT DUE UPON RECEIPT
MAKE CHECK PAYABLE TO BLUE EARTH COUNTY*

Date Paid 3-31-22
Amount Paid 1760 - Ref 14627
Acct Code 42100-224
Authorization _____

**PAYMENTS AND CHARGES RECEIVED AFTER
FEBRUARY 28, 2022
ARE NOT INCLUDED IN THIS STATEMENT**

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Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Eagle Lake
Jennifer Bromeland, City Administrator
City Hall
P. O. Box 159
Eagle Lake, MN 56024

March 11, 2022
Project No: 0M1.126205
Invoice No: 0285625
Client Account: ELAK

Eagle Lake/2022 Sanitary Sewer

Extension of City Utilities to Serve Ragan Property, and Others *Design work*

Meeting with Ragan Family at City Hall

Professional Services from December 18, 2021 through February 18, 2022:

Professional Services

	Hours	Amount	
Principal	4.00	640.00	
Administrative	.50	47.50	
Totals	4.50	687.50	
Total Labor			687.50
Total this Invoice			\$687.50

3/24/22

Date Paid 3-21-22

Amount Paid 687.50 Ref 14654

Acct Code 402-300

Authorization _____



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Eagle Lake
Jennifer Bromeland, City Administrator
City Hall
P. O. Box 159
Eagle Lake, MN 56024

March 11, 2022
Project No: 0M1.126429
Invoice No: 0285626
Client Account: ELAK

Eagle Lake/Lake Eagle Park Master Plan

- Prepare for and Attend Project Kickoff Meeting with Park Board

Professional Services from January 6, 2022 through February 18, 2022:

Professional Services

	Hours	Amount	
Landscape Architect	8.50	1,207.00	
Administrative	.50	49.00	
Technician	7.50	900.00	
Totals	16.50	2,156.00	
Total Labor			2,156.00
			Total this Invoice \$2,156.00

Date Paid 3-31-22

Amount Paid 2156 - Ref 14655

Acct Code 42500-300

Authorization _____

3/24/22

101-42500-300



CUSTOMER
CITY OF EAGLE LAKE

ACCOUNT NUMBER
8000014147-5
BILLING DATE
03/23/2022

Page 1 of 4
DATE DUE **Apr 19, 2022**
AMOUNT DUE **\$ 1,532.72**

CenterPointEnergy.com

Gas leak or emergency
Leave immediately, then call
800-296-9815, 24 hours a day

Customer service
612-372-4727 or 800-245-2377
Monday - Friday, 7 am - 7 pm

Call before you dig
Call 811
24 hours a day

Comments
PO Box 1144
Minneapolis, MN 55440-1144

ACCOUNT SUMMARY

Previous amount due		\$ 1,851.37
Payment Mar 17, 2022	<i>Thank you!</i>	- 1,851.37
Current gas charges		+ 1,532.72
Total amount due		\$ 1,532.72

How to pay your bill

Online Visit: CenterPointEnergy.com/paybill Pay immediately, schedule a payment or set up automatic monthly payments.
Phone Call 1-877-809-3803 and make a payment using your checking or savings account or by debit or credit card.

In person To find a payment location, visit: CenterPointEnergy.com/paybill or call 1-877-809-3803.

Mail Return the payment stub below, with your check or money order, using the return envelope.

Summary of current charges by account

ACCOUNT NUMBER	ACCOUNT NAME SERVICE ADDRESS	BILLING PERIOD RATE	USAGE	CURRENT CHARGES
1	EAGLE LAKE FIRE DEPT 101 Plainview Ave Eagle Lake MN 56024-7713	02/02/2022 - 03/02/2022 Com/Ind Firm Rate	552 THM 601 FIRE	\$534.50
2	EAGLE LAKE WATER DEPT 95 N 3rd St Eagle Lake MN 56024	02/02/2022 - 03/02/2022 Com/Ind Firm Rate	0 THM 601	18.58
3	CITY OF EAGLE LAKE 100 Thomas Dr Eagle Lake MN 56024	02/02/2022 - 03/02/2022 Com/Ind Firm Rate	82 THM 601	100.49
4	CITY OF EAGLE LAKE 90 Leray Ave Eagle Lake MN 56024-9761	02/02/2022 - 03/02/2022 Com/Ind Firm Rate	926 THM 4 way PROFIT 219.79	879.15

Total current charges by account \$1,532.72

Date Paid 3-31-22

Amount Paid 1532.72 Ref 1465p

Acct Code See above

Authorization _____

Please keep this portion for your records

Please return this portion with your payment. Please do not include letters or notes.

ACCOUNT NUMBER 8000014147-5



Enroll in AutoPay today. See form on the back of this stub.

DATE DUE **Apr 19, 2022**
AMOUNT DUE **\$ 1,532.72**

Write account number on check and make payable to CenterPoint Energy.

\$ _____
Please enter amount of your payment

00000082 -

CITY OF EAGLE LAKE
PO BOX 159
EAGLE LAKE MN 56024-0159

CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671

43

0400157602824

007200800001414758000001532720000015327200

Diversified Metal Fabricators

1500 S. 169 Hwy
Smithville, Mo 64089

Parks capt. out lay

Invoice

PHONE: (816) 532-0352 FAX: (816) 532-3982
Web Site: DMFInc.com

Customer No.: MNMEAGLEL001
Invoice No.: 20878

Bill To: **CITY OF EAGLE LAKE**
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

Ship To: **CITY OF EAGLE LAKE**
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

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

Date		Ship Via		F.O.B.		Terms	
03/01/22		ROADWAY		Origin		NET 30	
Purchase Order Number			Order Date		Sales Person		DMF Number
			02/21/22		Eric Watkins		21828
Quantity		Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.					
4	4	ET85		RIVER BLUFF TABLE-ADA, PORT 8' TOP, 6' SEATS - CENTERED Frame Black / Vinyl Green		920.00	3680.00
4	4	EB63		TRAILSIDE BENCH, 6', PORTABLE Frame Black/ Vinyl Green		480.00	1920.00
4	4	ETR32 CFL		TRASH CAN PACKAGE, 32 GLN FL32, LINER32, CHAIN32 Vinyl Green		405.00	1620.00
1	1	LTL YRC		www.YRC.com OR 800-610-6500 TO TRACK YOUR SHIPMENT PRO # 653-131322-7		0.00	0.00
1	1	LTL YRC		www.YRC.com OR 800-610-6500 TO TRACK YOUR SHIPMENT PRO # 653-131322-7		0.00	0.00

Need us - 9

Invoice subtotal 7220.00
Freight charges 1172.48
Invoice total 8392.48

Date Paid 3-31-22

Amount Paid 8392.48 Ref 14631

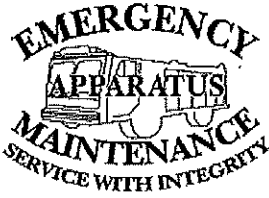
Acct Code 42500-510

Authorization _____

Thank You
INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR).
MINIMUM FINANCE CHARGE OF \$5.00.

44

Invoice



Send Payment To:
 Emergency Apparatus Maintenance, Inc.
 7512 4th Avenue
 Lino Lakes, MN 55014
 TEL: 651.786.4463 · 1.800.EAM.3911
 FAX: 651.786.0517
 EML: service@eamservice.com

Work Order: 122456
Type: Service
WO Date: 03/01/2022
Invoiced: 03/22/2022
PO:
Reference:

Accounts Payable
 Eagle Lake Fire Department
 P. O. Box 93 / 101 Plainview
 Eagle Lake, MN 56024

Amount Due: \$1,028.25

Terms: Net 30 Days

Service Summary

Tanker 4321 **Miles:** 3686 **Hours:** 286

Request	Work Completed
<p>1 Vern called; SERVICE CALL - Valve for front bumper line froze and split, replace as necessary.</p> <p>Look at the way this is piped to see if we can add drains before and after valve so this doesn't happen again. Valve was replaced by department 5/13/20 Invoice #112378</p>	<p>1.1 Disconnected the actuator and removed the valve from the flanges. Removed the flange from the discharge pipe and installed the new valve on the pipe. Removed the flange from the discharge hose and had to remove the vic clamp at the other end of the hose to thread the hose on to the new valve. Put the vic clamp back on the hose. Ran the pump to check for leaks - no leaks found.</p> <p>Ordered new OEM valve, long lead-time. New valve that was installed is temporary to keep the truck in service until correct electrically actuated valve arrives.</p>

Parts Installed & Summary of Charges

Qty	Price	Total	Part	Part Number	Summary of Charges												
1.0	\$195.30	\$195.30	2" Brass Ball Valve (female x female)	0427071	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Total Labor</td> <td style="text-align: right;">\$771.25</td> </tr> <tr> <td>Total Parts</td> <td style="text-align: right;">\$195.30</td> </tr> <tr> <td>Total Accessories</td> <td style="text-align: right;">\$61.70</td> </tr> <tr> <td>Subtotal:</td> <td style="text-align: right;">\$1,028.25</td> </tr> <tr> <td>Tax:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$1,028.25</td> </tr> </table>	Total Labor	\$771.25	Total Parts	\$195.30	Total Accessories	\$61.70	Subtotal:	\$1,028.25	Tax:	\$0.00	Total:	\$1,028.25
Total Labor	\$771.25																
Total Parts	\$195.30																
Total Accessories	\$61.70																
Subtotal:	\$1,028.25																
Tax:	\$0.00																
Total:	\$1,028.25																

Date Paid 3-28-2022
 Amount Paid \$1,028.25
 Acct Code 42300-220
 Authorization [Signature]

Date Paid 3-31-22
 Amount Paid 1028.25 Ref 14467
 Acct Code 42300-220
 Authorization _____

Original

INVOICE

Total Invoice	\$2,796.70
Invoice Number	6143213
Invoice Date	3/15/22
Sales Order Number/Type	3794803 SL
Branch Plant	56
Shipment Number	4414134



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Sold To: 108187

ACCOUNTS PAYABLE
CITY OF EAGLE LAKE
PO Box 159
Water Department
Eagle Lake MN 56024

Date Paid 3-31-22
Ref 14633
Amount Paid 2796.70
Acct Code LDL-30

Ship To:

122581
CITY OF EAGLE LAKE
Water Department
705 Parkway Ave
Eagle Lake MN 56024

Authorization

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
4/29/22	Net 45	PPD Origin	HWTG			044

Line #	Item Number	Item Name/Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
2.000	499991	Freight Charge	N	1.0000	EA	\$10.0000	EA	1.0 LB	\$10.00
		UNIT ECH		1.0000	EA			1.0 GW	
2.010	Fuel Surcharge	Freight	N	1.0000	EA	\$29.5000			\$29.50
3.000	41868	Hydrofluosilicic Acid	N	40.0000	GA	\$1.1252	LB	406.0 LB	\$456.83
		1 LB BLK (Mini-Bulk)		406.0000	LB			439.0 GW	
4.000	41879	LPC-AM	N	100.0000	GA	\$1.9148	LB	1,143.0 LB	\$2,188.62
		1 LB BLK (Mini-Bulk)		1143.0000	LB			1,143.0 GW	
5.000	706150	#2 Santoprene Pump Tube	N	5.0000	EA	\$22.3500	EA	.2 LB	\$111.75
		Ferrules 1/4" INCL		5.0000	EA			.2 GW	

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total	\$2,796.70
---------------	------------

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. Seller specifically NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION .

Please Remit To: **Hawkins, Inc.**
P.O. Box 860263
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1929055

46

LJP ENTERPRISES INC

Refuse

Jan 2022 rates go to \$5.99

Recycling

Jan 2022 rates go to \$4.27 for small and \$4.63 for large bins

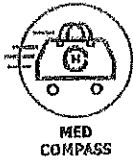
DATE	Refuse Households	Recy House-64	Recy House-96	202-386		203-384		Total
				Recycling	Refuse	Recycling	Refuse	
1/1/2022	1056	933	117	\$ 4,525.62	\$ 6,325.44	\$ 10,851.06		
2/1/2022	1057	935	119	\$ 4,543.42	\$ 6,331.43	\$ 10,874.85		
3/1/2022	1056	935	119	\$ 4,543.42	\$ 6,325.44	\$ 10,868.86		

Date Paid 3-31-22

Amount Paid 10,874.85 Ref 14636

Acct Code 202-386 = 4543.42
203-384 = 6325.44

Authorization _____



Med Compass

(952) 542-9333 fax (952) 542-0095
 Minneapolis, MN 55426
 7841 Wayzata Boulevard #214

Invoice

DATE	INVOICE #
2/15/2022	40797

BILL TO
Eagle Lake Fire Dept Accounts Payable 213 Parkway Ave Eagle Lake, MN 56024

P.O. NO.	TERMS	DUE DATE	TECHNICIAN	LOCATION
	Net 10	3/5/2022	JN	Your Dept

QUANTITY	DESCRIPTION	RATE	AMOUNT
20	SCBA User- Medical Exam	75.00	1,500.00
20	Blood Chemistry Analysis	70.00	1,400.00
1	Mailing & Processing Fee	20.00	20.00
Date Paid <u>3-28-2022</u> Amount Paid <u>\$ 2,920.00</u> Acct Code <u>42300-306</u> Authorization <u>[Signature]</u>		Date Paid <u>3-31-22</u> Amount Paid <u>Ref 14609</u> Acct Code <u>42300-306</u> Authorization _____	
MOBILE HEALTH SERVICES LLC, dba MED COMPASS		Total	\$2,920.00
		Balance Due	\$2,920.00

48

Community Water Supply Service Connection Fee

According to Minnesota Statutes, section 144.3831:

1. You must collect \$9.72 annually from every service connection served by your water supply as of July 1 of that year (Line 1).
2. Supplies with 50 service connections or more are required to pay one fourth of the total yearly fee each calendar quarter (Line 4). Supplies with fewer than 50 service connections may make one payment annually (due June 30).
3. If you do not submit payment within 30 days of the due date, you must pay an additional late fee. The late fee is 5 percent of the actual amount of the fees collected on service connections (Line 5).

If the number of service connections for your system does not match the number on the form, please cross out and indicate the correct number. Please recalculate the amount due and indicate that also. Submit the statement and payment in the envelope provided by the date indicated on the form (Line 4).

Submit payment for this statement only--DO NOT combine with any other payments made to the Minnesota Department of Health for training, certification, etc. Thank you for last quarter's payment.

STATE OF MINNESOTA
 Minnesota Department of Health
 Drinking Water Protection Section
 P.O. Box 64494
 St. Paul, Minnesota 55164-0494
 Questions? Call 651-201-4700



Community Water Supply Service Connection Fee

For Period: 01/01/2022 - 03/31/2022
 For System: 1070002 Eagle Lake

CITY OF EAGLE LAKE
 CITY HALL
 P.O. BOX 159
 EAGLE LAKE MN 56024

If address is incorrect, cross out and print correct address on back.

Return this portion with your payment in the envelope provided.

	EXPLANATION	MDH Records	Correction
1	Number of Service Connections	1071	1071
2	Single Service Connection Fee	9.72	9.72
3	Annual Amount	10410.00	10419-
4	Quarterly Amount Due 03/31/2022	2602.00	2604-
5	If postmarked after 04/30/2022 add:	130.00	
6	Total Amount Due if postmarked after 04/30/2022	2732.00	

All Fees are Rounded to Lower Dollar Amount.

Make check payable to MINNESOTA DEPARTMENT OF HEALTH
 Printed 2/23/2022

Date Paid 3-31-22

Amount Paid 2604- Ref 141039

Acct Code 101-22800

Authorization _____

49

Minnesota Waste Processing Co.

2160 Ringhofer Drive
 North Mankato, MN 56003
 Phone 507-385-3420

STATEMENT 21490

Statement Date: 02/28/2022

To: City of Eagle Lake
 705 Parkway
 P.O. Box 159
 Eagle Lake, MN 56024

Account: 72

Terms: Net 30

Date	Reference	Description	Tons/Amt	Rate	Per/Ld	Tax	Charge	Credit
2/ 3/2022	410865	MSW 2.7% Discount	6.81 Tn	98.32	\$0.00	\$0.00	\$669.56	
2/ 3/2022	410877	MSW 2.7% Discount	5.96 Tn	98.32	\$0.00	\$0.00	\$585.99	
2/10/2022	411147	MSW 2.7% Discount	6.95 Tn	98.32	\$0.00	\$0.00	\$683.32	
2/10/2022	411163	MSW 2.7% Discount	5.94 Tn	98.32	\$0.00	\$0.00	\$584.02	
2/15/2022	8352	Payment - Thank You	0		\$0.00	\$0.00		\$7,022.39
2/17/2022	411419	MSW 2.7% Discount	6.60 Tn	98.32	\$0.00	\$0.00	\$648.91	
2/17/2022	411437	MSW 2.7% Discount	5.80 Tn	98.32	\$0.00	\$0.00	\$570.26	
2/24/2022	411659	MSW 2.7% Discount	9.57 Tn	98.32	\$0.00	\$0.00	\$940.92	
2/24/2022	411667	MSW 2.7% Discount	3.63 Tn	98.32	\$0.00	\$0.00	\$356.90	
			Date Paid <u>3-31-22</u>					
			Amount Paid <u>5039.88 Ref 14640</u>					
			Acct Code <u>203-384</u>					
			Authorization _____					
Tons/Amt Detail			Charges and Credits				\$5,039.88	\$7,022.39
Loads	Units	Yards	Tons	State Waste Tax				\$0.00
9	0.00	0.00	51.26	State Sales Tax				\$0.00
			State Waste and County Tax				\$0.00	
			Current Total Charge				<u>\$5,039.88</u>	
			Previous Balance				\$12,529.60	
			Finance Charge				\$0.00	
			New Balance Due				\$10,547.09	
Aging Detail								
<u>0 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>Over 90</u>					
\$5,039.88	\$5,507.21	\$0.00	\$0.00					

THANK YOU FOR YOUR BUSINESS!



South Central
COLLEGE

Term: Spring 2022
Customer Id: 00057564

Invoice Date: MAR 07, 2022
Due Date: APR 06, 2022
Invoice Number: 00175927
Total Amount Due: 432.68

CITY OF EAGLE LAKE
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

Please return top portion with payment

Term: Spring 2022
Customer Id: 00057564

Invoice Date: MAR 07, 2022
Due Date: APR 06, 2022
Invoice Number: 00175927
Total Amount Due: 432.68

CITY OF EAGLE LAKE
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

Remit To: South Central College
Attn: Cashier/Bookstore
PO Box 1920
North Mankato MN 56002-1920
Contact Phone: (507) 389-7227

Name	Id	Description	Amount Due
Witte, Chad	00037189	SPRING SEMESTER 2022 EMT REFRESHER 2/19-2/20/2022	432.68

Date Paid 3-28-2022
Amount Paid \$432.68
Acct Code 42300-438
Authorization [Signature]

Date Paid 3-21-22
Amount Paid 432.68 Ref 14673
Acct Code 42300-438
Authorization _____



South Central COLLEGE

Customer ID: 00058138

Invoice Date: 03/15/2022
Due Date: 04/14/2022
Invoice Number: 00175976
Amount Due: \$9,000.00

Credit Card No:
Expiration Date:
Signature:
Amount:

EAGLE LAKE FIRE DEPARTMENT
krausch@eaglelakemn.com
PO BOX 93
EAGLE LAKE MN 56024

*** Do not fax or email this invoice if paying by credit or other payment card method ***

Please return top portion with payment

Customer ID: 00058138

Invoice Date: 03/15/2022
Due Date: 04/14/2022
Invoice Number: 00175976

EAGLE LAKE FIRE DEPARTMENT
krausch@eaglelakemn.com
PO BOX 93
EAGLE LAKE MN 56024

Remit To: South Central College
Attn: Cashier/Bookstore
PO Box 1920
North Mankato MN 56002-1920

Contact Phone:

Table with 3 columns: Date, Description, Balance Due. Row 1: 03/15/2022, Attn: Vern Simpson; 6 MSA G1 Air Packs 4500#-80 minute bottles (2 bottles/pack); 6@ \$1,500, \$9,000.00. Row 2: Total Amount Due, \$9,000.00.

Date Paid 3-28-2022
Amount Paid 9000.00
Acct Code 42300-510
Authorization [Signature]

Date Paid 3-31-22
Amount Paid 9,000 - Ref 14674
Acct Code 42300-510
Authorization



South Central
COLLEGE

Term: Spring 2022
Customer Id: 00057564

Invoice Date: FEB 24, 2022
Due Date: MAR 26, 2022
Invoice Number: 00175903
Total Amount Due: 1,730.72

CITY OF EAGLE LAKE
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

Please return top portion with payment

Term: Spring 2022
Customer Id: 00057564

Invoice Date: FEB 24, 2022
Due Date: MAR 26, 2022
Invoice Number: 00175903
Total Amount Due: 1,730.72

CITY OF EAGLE LAKE
PO BOX 159
101 PLAINVIEW ST
EAGLE LAKE, MN 56024

Remit To: South Central College
Attn: Cashier/Bookstore
PO Box 1920
North Mankato MN 56002-1920
Contact Phone: (507) 389-7227

Name	Id	Description	Amount Due
Bomstad, Jesse	13526654	SPRING SEMESTER 2022 EMT REFRESHER 2/19-2/20/2022	432.68
Sandey, Steve	10564218	SPRING SEMESTER 2022 EMT REFRESHER 2/19-2/20/2022	432.68
Simpson II, Vern	00118177	SPRING SEMESTER 2022 EMT REFRESHER 2/19-2/20-2022	432.68
Stenzel, Timothy	00037399	SPRING SEMESTER 2022 EMT REFRESHER 2/19-2/20/2022	432.68

Date Paid 3-28-2022
Amount Paid \$1,730.72
Acct Code 42300-438
Authorization [Signature]

Date Paid 3-31-22
Ref 14675
Amount Paid 1730.72
Acct Code 42300-438
Authorization _____



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
EAGLE LAKE CITY OF PO BOX 159 EAGLE LAKE MN 56024-0159	51-5580526-8	04/21/2022
	STATEMENT NUMBER	STATEMENT DATE
	772554792	03/22/2022
		AMOUNT DUE
		\$4,974.48

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 02/10	\$7,564.16
Payment Received	Check 03/02	-\$7,564.16 CR
Balance Forward	Date Paid <u>3-31-22</u>	\$0.00
Current Charges	Ref <u>14678</u>	\$2,433.60
Other Recurring Charges	Amount Paid <u>4974.48</u>	\$2,543.77
Non-Recurring Charges / Credits		-\$2.89 CR
Amount Due <i>(Cantidad a pagar)</i>	Acct Code <u>See attached</u>	\$4,974.48

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
302523015	208 THOMAS DR	MAIN LIFT	\$145.31
302876014	101 PLAINVIEW ST	FIRE DEPT	\$77.45
302926895	97 N AGENCY ST	WELCOME SIGN	\$16.43
302977831	100 THOMAS DR	WELLS	\$651.10
302995410	455 CONNIE LN	AERATOR AT PARK	-\$124.99 CR
303010637	118 PLAINVIEW ST	TENNIS COURT	\$13.63
303199829	519 S AGENCY ST	WELCOME SIGN	\$16.43
303219348	119 LERAY AVE	WELCOME SIGN	\$16.43
303276595	97 N 3RD ST	WELL #1 AND TOWER	\$958.40
303636646	417 CONNIE LN	RINK	\$388.92
303667749	431 OWL ST	SEWER LIFT STATION	\$31.11
303737347	200 EAGLE AVE	SEWER LIFT	\$93.89
304160271	90 LERAY AVE	CITY SHOP	\$149.49
304163128	705 PARKWAY AVE	CITY HALL	NOT INCLUDED
Total			\$2,433.60

Authorization _____

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
51-5580526-8	04/21/2022	\$4,974.48	

Please see the back of this bill for more information regarding the late payment charge. Pay on or before the date due to avoid assessment of a late payment charge.
 Make your check payable to XCEL ENERGY

APRIL						
S	M	T	W	T	F	S
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

EAGLE LAKE CITY OF
 PO BOX 159
 EAGLE LAKE MN 56024-0159

|||||
 XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477

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We participated in the Post required Defensive Tactics/Use of Force training with Blue Earth County and the other municipalities on March 16th.

We will be participating in the Towards Zero Deaths (TZD) distracted driving wave which starts in April. This is a campaign to remind people to put the phone down and cut down on the distractions while they are driving.

I will be at the Chief's conference on April 4 thru April 7th. The conference offers great leadership presentations and classes.

We will be recommending to hire a part time officer at the Council meeting. His name is Connor Guillemette. He is finishing up his school in Alexandria and will be eligible to be licensed in July of this year.

We will have an Officer down at Lake Eagle Park for the Easter Egg Hunt on April 16th at 10am.

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

TZD shifts for April 2022 Tentative

April 8 2pm to 4pm 4376

April 9th 2pm to 4pm 4376

April 11th 4pm to 7pm 4371

April 18th 4pm to 8pm 4371

April 16th 4pm to 8pm 4371

Thanks

John

2022 APRIL

<- MARCH

MAY ->

4371-John
4372-
4374-
4375-Amy
4376-Ben
4377-
4378-Dustin
4379-

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Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	31	1 78-DC/N 71-VAC	2 71-DC 78-N
3 78-DC/N	4 71-T 76-DC/N	5 71-T 76-DC/N	6 71-T 78-N	7 71-T 78-DC/N	8 71-D 76-N	9 71-DC 76-N
10 76-DC/N X	11 71-D 78-N	12 71-D 78-N	13 71-D 1000- 130p 76-N	14 71-D 76-N	15 71 DC/N 4-2 78-VAC	16 71-DC 78-N
17 78-DC/N	18 71-D 76-N	19 71-D 76-N	20 71-D 730-330 78-N	21 71-D 78-N	22 71-D 76-N	23 76-DC/N
24 76-DC/N X	25 71-D 78-N	26 71-D (in 8am) 78-N	27 71-D (in 845) 76-N	28 71-D 76-N	29 71-D(7:30- 2:30) 78-N	30 78-DC/N
1	2	3	4	5	6	7

TZD Schedule
to Follow on
separate page

EAGLE LAKE FIRE CHIEF'S REPORT

Greetings. The snow has finally melted and the lakes are starting to open up. This means the spring rains will be coming soon. Until then please be careful when burning anything, whether it's a small bonfire or a big brush pile. There is a lot of dry grasses and fields that have not turned green yet. This makes the risk of wildland fires high right now. Thanks for your consideration!

MARCH CALLS

Fire Alarm-2
Fire Assist-3
Fire False Alarm-1
Fire CO-3
Fire Mutual Aid-0
Medical Response-11
MVA-0

CALL AREAS

Eagle Lake-19
Le Ray TWP-1
Mankato TWP-0

WE ARE HIRING

Are you interested in helping out in our community by becoming a Firefighter or an EMT? If so, please complete an application form and submit it to the City Clerk's office. Maybe you're a little curious about what we do or what takes to be a Firefighter/EMT? Well, You're in luck! We are having a recruitment open house at the Fire Station on April 13th And 27th from 7-9pm. We are looking forward to seeing you there!!



Brian Goettl
Public Works Director
90 Le Ray Avenue
Eagle Lake, MN 56024
(507)257-3218
bkgoettl@eaglelakemn.com

April, 2022

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

From: Brian Goettl Public Works Director

Water: We are still working with John Graupman at Bolon-Menk and Minnesota Pump Works to get our needs and a price for a SCADA system for our water and sewer system.

Sewer: Minnesota Pump Works will be doing our annual maintenance on all the lift stations.

Streets: We will be getting quotes and bids ready for street sweeping, crack sealing, street repairs and sidewalk repairs.

Parks: We received 4 picnic tables, benches and garbage cans that were assembled and placed at the parks. We will be trimming some of the city trees and picking up garbage and branches with the warmer weather.

Storm Sewer: Jennifer and I we be working with ISG Engineering on the 2022 MS4 permit and storm water ponds, we'll be meeting with them this month.

If you have any questions or concerns, please feel free to contact me at 507-420-3510 or bkgoettl@eaglelakemn.com

Brian K. Goettl

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<u>HOUSE #</u>	<u>STREET</u>	<u>VALUE</u>	<u>Project Description</u>
236	Ann Dr	\$ 6,282.00	Window
328	Falcon Run	\$ 375,000.00	New Home
406	Linda Drive	\$ 4,988.00	Furnance
320	Blace Ave	\$ 4,988.00	Furnance
417	S Agency	\$ 5,000.00	Furnace
406	Owl Ln	\$ 3,000.00	Removing & replacing deck footings
208	Thomas Dr		Reroof baseball dugouts- fees all donated
113	Peregrine Ave.	\$ 325,000.00	New Home
308	Falcon Run	\$ 300,000.00	New Home
417	Owl Ln		Deck
194	Creekside Dr.	\$ 1,200.00	Basement bedroom

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Eagle Lake Fire Relief
Gambling Fund Report February 2022

Balance	2/1/22		\$12,212.50
Income:			
Paper Pull Tabs		\$6,571.00	
Electronic		\$20,714.00	
Interest Income		\$0.73	
Cash Bank		\$4,000.00	
Total Income			<u>\$31,285.73</u>
Total Funds Available			\$43,498.23
Less Total Disbursements			<u>(\$31,628.85)</u>
Balance	2/28/22		\$11,869.38

2022 Profit / Community Donations

Net Profit:			
	1/22		(\$5,877.13)
	2/22		\$247.53

Total Profit To Date: (\$5,629.60)

Community Donations To Date: \$0.00

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**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2022-16**

A Resolution Appointing Don Wesely to the City of Eagle Lake Park Board

WHEREAS, the City had an open seat available and Don Wesely has agreed to serve on the City of Eagle Lake Park Board; and

WHEREAS, the City feels it is in the best interest of the community to have Don Wesely serve on the City of Eagle Lake Park Board; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Eagle Lake, Minnesota that Don Wesely is hereby appointed to serve on the City of Eagle Lake Park Board.

Adopted by the City Council of Eagle Lake, Minnesota this 4th day of April 2022.

Tim Auringer, Mayor

ATTEST:

Jennifer J. Bromeland, City Administrator

(S E A L)

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2022-17**

A Resolution Approving Election Judges for the 2022 Special Primary Election

WHEREAS, a Special Primary Election will most likely be held on Tuesday, May 24, 2022; and

WHEREAS, MN Statute 204B.21, subd.2, requires election judges for precincts in a municipality be appointed by the governing body of the municipality; and

WHEREAS, the City of Eagle Lake has one voting precinct; and

WHEREAS, the following individuals have agreed to serve as election judges and have met the qualifications established by the State of Minnesota and have received training and are eligible to serve meeting the qualifications established by the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that the City of Eagle Lake hereby appoints the following persons identified to serve as election judges for the 2022 Special Primary Election with the understanding that amendments may be necessary to the appointments in order to fill vacancies and meet party splits;

THEREFORE, BE IT ALSO RESOLVED that the City of Eagle Lake approves payment of an hourly wage of \$10.33 for election judges and that meals shall be provided by the City.

JUDGES: Kerry Rausch Jennifer Bromeland
 Noah Smith Audra Whittington
 Julie Laughlin
 Karla Larson
 Elyse Haugen

THEREFORE, BE IT ALSO RESOLVED, Head Election Judge duties will be performed by Kerry Rausch, Eagle Lake Deputy Clerk and has received Head Election Judge training. The active Head Election Judge shall have authority to designate additional elections judges should an emergency arise.

Adopted by the City Council of the City of Eagle Lake this 4th day of April 2022.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(S E A L)

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2022-18**

**A Resolution Accepting the Resignation of Volunteer Firefighter Aran Augustin from the City of
Eagle Lake, Minnesota**

WHEREAS, Volunteer Firefighter Employee Aran Augustin has resigned from the City of Eagle Lake's Fire Department; and

WHEREAS, the City Council recognizes and appreciates the service from Aran Augustin in the role of a Volunteer Firefighter for the Eagle Lake Fire Department.

NOW THEREFORE, BE IT RESOLVED, the City accepts the resignation of Aran Augustin from the City of Eagle Lake Fire Department effective March 8, 2022.

Adopted by the City Council of Eagle Lake, Minnesota this 4th day of April 2022.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(S E A L)

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2022-19**

**A Resolution Accepting the Resignation of Planning Commission Member Joshua Norton from
the City of Eagle Lake, Minnesota**

WHEREAS, Planning Commission Member Joshua Norton has resigned from the City of Eagle Lake's Planning Commission; and

WHEREAS, the City Council recognizes and appreciates the service from Joshua Norton in the role of a Planning Commission Member.

NOW THEREFORE, BE IT RESOLVED, the City accepts the resignation of Joshua Norton from the City of Eagle Lake's Planning Commission effective April 4, 2022.

Adopted by the City Council of Eagle Lake, Minnesota this 4th day of April 2022.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(S E A L)

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**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2022-20**

**A Resolution Accepting the Resignation of Planning Commission Member Katherine Scheurer
from the City of Eagle Lake, Minnesota**

WHEREAS, Planning Commission Member Katherine Scheurer has resigned from the City of Eagle Lake's Planning Commission; and

WHEREAS, the City Council recognizes and appreciates the service from Katherine Scheurer in the role of a Planning Commission Member.

NOW THEREFORE, BE IT RESOLVED, the City accepts the resignation of Katherine Scheurer from the City of Eagle Lake's Planning Commission effective April 4, 2022.

Adopted by the City Council of Eagle Lake, Minnesota this 4th day of April 2022.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(SEAL)



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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Parcel R121007200001

Tony Steffensmeier, owner of parcel R121007200001, recently contacted the City to find out what he needs to do to convert his parcel from ag to commercial. Mr. Steffensmeier was advised that he should attend tonight’s meeting to discuss his plans with the City Council and find out if there is an interest at this time in allowing the parcel to be developed separate from the proposed Mankato Motorsports Park Project. But for the proposed project, the parcel would not have been annexed into City limits.

For purposes of providing background, parcel R121007200001 was annexed into City limits in October of 2019 as part of a joint resolution for orderly annexation between the City of Eagle Lake and LeRay Township for the proposed Mankato Motorsports Park Project. Once annexed, the parcel converted to an ag district for city zoning purposes. To change the use of the parcel, rezoning would need to occur. At the time of annexation, the parcel was owned by Bernadine Kopachek and then later sold at auction. When contacted by City staff, the developer of the Mankato Motorsports Park Project indicated that the sale of the parcel would not affect the viability of his project and that the project could move ahead without the parcel. According to Mr. Steffensmeier, he is a separate entity from the Mankato Motorsports Park Project.

Included in the joint resolution is a reversion clause. As per the agreement, “should the property not be developed and retains its rural character, thirty-six months after the execution of this agreement, the property shall revert back to the township. The parties agree to follow the detachment process as outlined in MN Statute Section 414.06.”

Legal counsel advised that LeRay Township be notified of the matter as the City wouldn’t want to approve a use that might not be allowed if the property were to revert to LeRay Township. City staff spoke with Phyllis Daschner, LeRay Township Chair, who indicated that she may attend tonight’s meeting to learn more about Mr. Steffensmeier’s plans for the parcel and to ask questions. It’s my understanding that the matter will likely be discussed at the upcoming LeRay Township meeting.

Attached for reference purposes is a copy of the joint resolution.

Legal counsel will be present at the meeting to advise on the matter. Discussion should ensue.


Jennifer J. Bromeland
City Administrator

LeRay Township Resolution 2019- /
City of Eagle Lake Resolution 2019-25

JOINT RESOLUTION FOR DESIGNATION OF AN AREA IN NEED OF
ORDERLY ANNEXATION FROM LERAY TOWNSHIP TO THE CITY OF
EAGLE LAKE AND FOR A DESIGNATION OF AN AREA FOR
IMMEDIATE ANNEXATION PURSUANT TO MINNESOTA STATUTES
SECTION 414.0325

WHEREAS, the City of Eagle Lake (hereinafter the "City") and LeRay Township (hereinafter "Township") deem it necessary and appropriate that they work together to develop and implement a process for the orderly and controlled growth of the City and Township; and

WHEREAS, the City and Township agree that municipal governments must efficiently provide governmental services in areas that are developed for residential, commercial, industrial and governmental purposes; and

WHEREAS, a joint notice of intent to designate the area for annexation was published on July 20, 2019;

WHEREAS, the Board of Supervisors of LeRay Township passed this resolution on October 8, 2019;

WHEREAS, the City of Eagle Lake passed this resolution on September 9 2019;

WHEREAS, the Township and City are in agreement as to approving the designation for orderly annexation and request immediate annexation to the City of Eagle Lake, certain land legally described in the attached Exhibit A and graphically described on Exhibit B (hereinafter the "Orderly Annexation Area" or "OAA") in accordance with the same terms set forth herein; and

WHEREAS, Minnesota Statute Section 414.0325 provides a procedure whereby the City of Eagle Lake and LeRay Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the parties agree that should the developer determine that it will not improve the property, or pay for the full costs of the improvement, and the property has not changed its current character, then the parties agree that they will cooperate with a detachment of the property from the City of Eagle Lake pursuant to Minnesota Statute Section 414.06; and

WHEREAS, the City of Eagle Lake and LeRay Township have agreed to all terms and conditions for the annexation of the Property and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) day, order the annexation in accordance with the terms of the resolution.

NOW THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Eagle Lake and the Township Board of LeRay Township as follows:

1. **Designation of Orderly Annexation Areas.** The City and Township here designate the following areas as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325: See Exhibit A and Exhibit B attached and incorporated herein. The parties agree that this property shall be immediately annexed.

2. **Acreage/Population/Zoning.** The immediate annexation property consists of approximately 220 acres, the population is 2, upon annexation the Property shall be zoned as follows:

Any land annexed to the City of Eagle Lake in the future shall be placed in the A-1, Agricultural District, until placed in another district by action of the City Council after recommendation of the Planning Commission. Once developed, the land will be zoned for mixed use development.

3. **Jurisdiction.** The Township and the City, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge as to accomplish annexation of the Immediate Annexation Property in accordance with the terms of this resolution.

4. **Municipal Reimbursement.** The City and the Township agree pursuant to Minnesota Statute Section 414.036, reimbursement from the City to the Township shall occur for the taxes collected on land annexed into the City, according to the following schedules and thereafter all tax revenues will be the property of the City. All percentages are to be multiplied by the Township's share of property taxes from such annexed property in the year in which such property is annexed:

Property Tax payments to Township:

2019 \$3,655.89

2020 \$3,655.89

2021	\$3,655.89
2022	\$3,655.89
2023	\$3,655.89
2024	\$3,655.89
2025	\$3,655.89
2026	\$3,655.89
2027	\$3,655.89
2028	\$3,655.89
2029	\$3,290.30
2030	\$2,924.71
2031	\$2,559.12
2032	\$2,193.53
2033	\$1,827.95
2034	\$1,462.36
2035	\$1,096.77
2036	\$731.18
2037	\$365.59
2038 and onward	\$0.00

That the City shall make three annual payments for the amounts due in 2019, 2020 and 2021. In 2022 the remaining payments will be paid to the Township.

The first three payments once they have been paid shall be the property of the Township.

5. **Township Road.** The proposed property is accessed through a road owned by the Township and described in Exhibit C. The City agrees to maintain the Township road described in Exhibit C as long as the property described in Exhibits A and B remain in the City. Should the property revert back to the Township the road will be the responsibility of the Township. The City will return the road in the same condition that it is currently in.

6. **Review and Comment.** The City and the Township agree that upon the receipt of this resolution passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the immediate annexation of the immediate annexation area in accordance with the terms of this resolution.

7. **Provision of Utilities to Annexed Properties.** In the event that the City provides municipal sewer service to any rural residential zoned properties annexed under the terms of this agreement, the City shall not require any such property to connect to the municipal sewer system for a period of seven years from the date of the most recent septic certification provided that the system does not fail in that seven year time period.

8. **Building Inspection.** Upon annexation of the orderly annexation property described in Exhibit A and B, all new building permits shall be issued and

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administered by the City. All building permits already issued by the effective date of this agreement shall continue to be administered by the Township, until a certificate of occupancy is issued. The Township shall provide building permits and site plans for annexed properties to the City.

9. Reversion. Should the property not be developed and retains its rural character, thirty-six months after the execution of this agreement the property shall revert to back to the Township. The parties agree to follow the detachment process as outlined in Minnesota Statute Section 414.06.

Adopted by affirmative vote of all of the members of the LeRay Township Board of Supervisors this 8 day of October, 2019

LERAY TOWNSHIP

By: Paul Baer
Chairperson
Board of Supervisors

By: Ann M. Hundt
Township Clerk

CITY OF EAGLE LAKE

Adopted by affirmation vote of all of the member of the City Council of Eagle Lake this 9 day of September, 2019.

By: Tim Auringer
Tim Auringer, Mayor

By: Jennifer Bromeland
Jennifer Bromeland, City Administrator

Exhibit A

to

LeRay Township Resolution 2019-1
City of Eagle Lake Resolution 2019-25

Legal Descriptions

Parcel No. R12.10.07.326.003 (C L Dauk Family LLP – 23.70 acres) and Parcel No. R39.10.07.400.010 (C L Dauk Family LLP – 134.39 acres):

E 1/2 SE 1/4 and SW 1/4 SE 1/4 and Government Lot Number 3 and the E 1/2 of Government Lot Number 4, all in Sec. 7-108-25.

Except the following tracts:

1. That part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Seven (7), Township One Hundred Eight (108) North, Range Twenty-five (25) West, Blue Earth County, Minnesota, described as follows, to-wit: Commencing at the Southwest corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), thence East along the South line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 707.63 feet to the intersection of Blue Earth County Road No. 17 and the centerline of the driveway, bearing North, which provides access to the parcel or real estate herein described, thence North along the centerline of said driveway a distance of 355 feet to the true point of beginning; thence East along a line parallel with the South line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 169 feet, thence North along a line parallel with the West line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 280 feet, thence West along a line parallel with the South line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 260 feet, thence South along a line parallel with the West line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 280 feet, thence East along a line parallel with the South line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) a distance of 91 feet, more or less, to the point of beginning, and including an easement to the grantees across the existing driveway for ingress to and egress from the above described tract of land.
2. A tract of land located in the Southeast Quarter of Section 7-108-25, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 7-108-25, thence Westerly along the Northerly line of said Southeast Quarter 580 feet, thence Southerly and parallel with the Easterly line of said Southeast Quarter 65 feet to the point of beginning of the parcel to be described; thence continuing South, parallel with the East line of said Southeast Quarter 446 feet, thence West 487 feet, thence North 446 feet, thence East 487 feet to the point of beginning, containing 5 acres of land more or less. Together with a permanent access easement for driveway purposes from County Road No. 27, running thence Westerly to the parcel of land described herein.
3. Part of the East Half of Government Lot 4 and part of the Southwest Quarter of the Southeast Quarter all in Section 7, Township 108 North, Range 25 West, Blue Earth

County, Minnesota, described as: Beginning at the Southeast corner of Government Lot 4; thence South 89 degrees 59 minutes 32 seconds West (assumed bearing) on the South line of Government Lot 4, a distance of 656.45 feet to the Southwest corner of the East Half of Government Lot 4; thence North 00 degrees 04 minutes 14 seconds West on the West line of the East Half of Government Lot 4, a distance of 602.99 feet to the centerline of a 15 foot wide waterway; thence North 55 degrees 44 minutes 19 seconds East on the centerline of said 15 foot waterway, 94.00 feet to the centerline of a 25 foot wide waterway; thence South 80 degrees 01 minutes 41 seconds East, on said centerline, 175.00 feet; thence South 74 degrees 23 minutes 16 seconds East, on said centerline, 217.00 feet; thence South 71 degrees 32 minutes 55 seconds East, on said centerline, 96.00 feet; thence South 62 degrees 42 minutes 36 seconds East, on said centerline, 76.00 feet; thence South 41 degrees 44 minutes 00 seconds East, on said centerline, 64.00 feet; thence South 21 degrees 02 minutes 50 seconds East, on said centerline, 60.00 feet; thence South 02 degrees 54 minutes 11 seconds East, on said centerline, 99.00 feet; thence South 00 degrees 14 minutes 08 seconds West, on said centerline, 120.00 feet; thence South 03 degrees 00 minutes 05 seconds East, on said centerline, 179.52 feet to a point on the South line of the Southeast Quarter of Section 7; thence North 89 degrees 58 minutes 17 seconds West, on said South line, 38.52 feet to the point of beginning. Contains 9.21 acres of land being subject to right-of-way for LeRay Avenue across the southerly boundary and is also subject to and together with any and all easements of record.

4. That part of the Southwest Quarter of the Southeast quarter, Section 7, Township 108 North, Range 25 West described as follows;

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 58 minutes 17 seconds East, assumed bearing, along the south line of said Southwest Quarter of the Southeast Quarter, 62.56 feet to the point of beginning; thence continuing South 89 degrees 58 minutes 17 seconds East, 502.08 feet to a southerly right of way line of Trunk Highway Number 14; thence North 00 degrees 03 minutes 04 seconds East, along said right of way, 61.58 feet to a point on a 511.37 foot radius curve to the left, having a central angle of 24 degrees 21 minutes 23 seconds and a 215.75 foot chord which bears North 77 degrees 52 minutes 20 seconds East; thence on said curve, also being along said right of way, 217.39 feet; thence North 06 degrees 01 minutes 12 seconds East, along said right of way, 117.38 feet; thence North 48 degrees 02 minutes 38 seconds West, along said right of way, 31.60 feet to the point of curvature of a 2446.48 foot radius curve to the left, having a central angle of 19 degrees, 42 minutes, 18 seconds; thence on the curve, along said right of way, a distance of 841.36 feet; thence South 00 degrees 14 minutes 08 seconds West, 509.61 feet; thence South 03 degrees 00 minutes 05 seconds East, 180.11 feet to the point of beginning. Said parcel's southerly boundary is subject to and together with a roadway easement for County State Aid Highway Number 17 and is subject to and together with any and all other easements of record. Said parcel contains 7.8 acres of land more or less.

5. U.S. Trunk Highway #14.

Exhibit A (Continued)
to
LeRay Township Resolution 2019-1
City of Eagle Lake Resolution 2019-25

Legal Descriptions

Parcel No. R39.10.07.400.005 (James and Darlene Dauk – 0.11 acres):

That part of the Southeast Quarter (SE1/4) of Section Seven (7), Township One Hundred Eight (108) North, Range Twenty-five (25) West, described as:

Commencing at the Southwest corner of the Southeast Quarter (SE1/4) of Section Seven (7);

thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the South line of Section Seven (7), a distance of 707.63 feet;

thence North 0 degrees 00 minutes 00 seconds East 354.55 feet to the point of beginning;

thence North 00 degrees 00 minutes 00 seconds East 169.03 feet;

thence North 90 degrees 00 minutes 00 seconds East 280 feet;

thence South 00 degrees 00 minutes 00 seconds West 260.03 feet;

thence South 90 degrees 00 minutes 00 seconds West 280 feet;

thence North 00 degrees 00 minutes 00 seconds East 91 feet, to the point of beginning

EXCEPTING THEREFROM, 1.56 acres pursuant to Minnesota Department of Transportation Right of Way Plat No. 07-46, according to the plat thereof on file and of record with the Blue Earth County Recorder.

Exhibit A (Continued)
to
LeRay Township Resolution 2019-1
City of Eagle Lake Resolution 2019-25

Legal Descriptions

Parcel No. R39.10.07.400.006 (James and Darlene Dauk - 5 acres):

A tract of land located in the Southeast Quarter of Section 7-108-25, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 7-108-25, thence Westerly along the Northerly line of said Southeast Quarter 580 feet, thence Southerly and parallel with the Easterly line of said Southeast Quarter 65 feet to the point of beginning of the parcel to be described; thence continuing South, parallel with the East line of said Southeast Quarter 446 feet, thence West 487 feet, thence North 446 feet, thence East 487 feet to the point of beginning, containing 5 acres of land more or less. Together with a permanent access easement for driveway purposes from County Road No. 27, running thence Westerly to the parcel of land described herein.

Exhibit A (Continued)
to
LeRay Township Resolution 2019-1
City of Eagle Lake Resolution 2019-25

Legal Descriptions

Parcel No. R39.10.07.200.003 (Kopacheck - 92.25 acres less 12 acres):

The Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) and Government Lot 2, all in Section Seven (7), Township One Hundred Eight (108), Range Twenty-five (25), containing 92.25 acres, Blue Earth County, Minnesota.

LESS:

That part of Government Lot 2, Section 7, Township 108 North Range 25 West, Blue Earth County, Minnesota, described as:

Commencing at the East Quarter corner of said Section 7; thence North 00 degrees 40 minutes 01 seconds West, (Minnesota County Coordinate System – Blue Earth County Zone – HARN NAD83 – 1996), along the east line of the Northeast Quarter of said Section 7, a distance of 1316.22 feet to the northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 7; thence South 89 degrees 48 minutes 59 seconds West, along the north line of the Southeast Quarter of the Northeast Quarter of said Section 7 and along the north line of said Government Lot 2, a distance of 2154.83 feet to the southeasterly corner of Schneider Second Subdivision, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence continuing South 89 degrees 48 minutes 59 seconds West, along the south line of said Schneider Second Subdivision, a distance of 25.69 feet to the point of beginning; thence South 35 degrees 19 minutes 33 seconds West, a distance of 1615.37 feet to a point on the south line of said Government Lot 2; thence South 89 degrees 50 minutes 20 seconds West, along said south line, a distance of 90 feet, more or less, to the point of intersection with the easterly water's edge of Eagle Lake; thence northerly, along said water's edge, 1600 feet, more or less, to the point of intersection with the south line of said Schneider Second Subdivision; thence North 89 degrees 48 minutes 59 seconds East, a distance of 810 feet, more or less, to the point of beginning. Containing 12 acres, more or less.



BRADFORD DEVELOPMENT

Mankato Motorsports Park
Bradford Development

Project Parcels to be Annexed

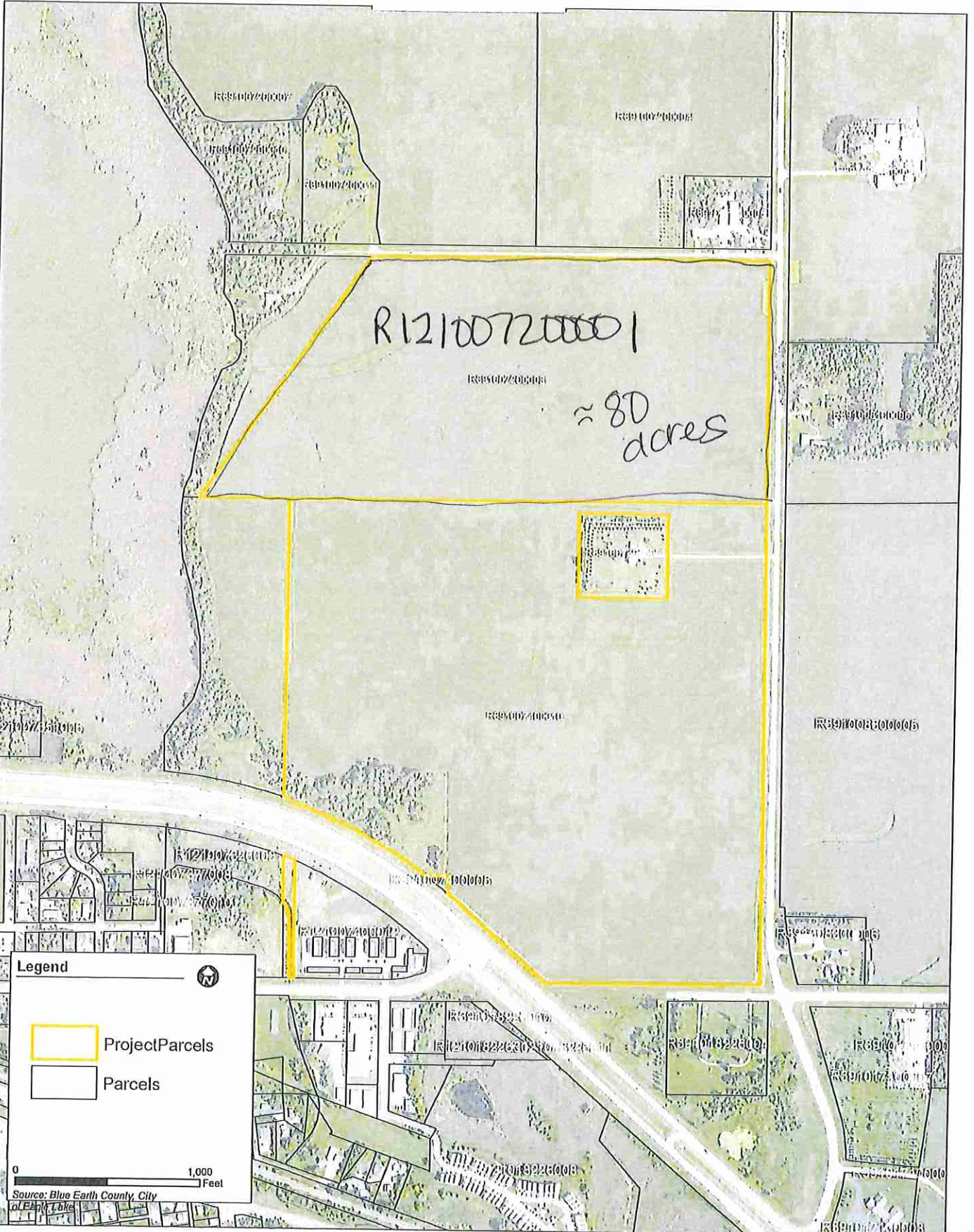


October 2019

Real People. Real Solutions.

EXHIBIT B

Map Document: \\arsserver\gis\BRADDEV_P\PM\151192561\ESR\Map\Project_Location\10-11-19.mxd | Date Saved: 10/11/2019 4:41:02 PM



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EXHIBIT C



Legend

- Parcel Point Urban
 - Centroid
 - Non Centroid
- Cartography Urban
 - Lot Dim Carto 100
 - Lot Number Carto 100
 - Parcel Acreage Carto 100
 - Parcel Dim Carto 100
 - Parcel Owner Hool 100
 - Railroad Name Carto 100
 - Road Name Carto 100
 - Sub Blk Number Carto 100
- Cadastral Line
 - <all other values>
 - Corp Line
 - Geo Twp Line
 - Lot Line
 - Mon Linear
 - Parcel Line
 - Pol Twp Line
 - Railroad ROW
 - Road ROW
 - Section Line
 - Sub Line 100
 - Sub Line 400
 - Water Line
 - Parcel Links



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

April 4, 2022

To: Honorable Mayor Auringer and City Council
 From: Jennifer J. Bromeland, City Administrator
 Re: LJP Waste Solutions - Spring Cleanup and Fuel Surcharge

Jesse Samuelson, Director of Business Development with LJP Waste Solutions, was asked to attend this evening's meeting to discuss concerns with the spring cleanup change and the fuel surcharge notice that was received at City Hall.

Spring Cleanup. City staff shared with Mr. Samuelson that a comment was received on the City of Eagle Lake Facebook page asking about residents that are disabled and unable get their items to the drop off location. Mr. Samuelson responded that LJP Waste Solutions will coordinate pickup of items for residents that are disabled and who have no other means to get their items to the drop off location. Residents who have a disability which prevents them from getting their items to the drop off location will need to contact City Hall so that a pickup time can be coordinated with LJP Waste Solutions. A response was posted to the comment on the City's Facebook page asking the resident to contact City Hall but to date no response has been received. Information will be included in the Spring City Newsletter.

Other cities were contacted to learn more about spring cleanups held around the area. Below is some information collected.

CITY	HAULER	CLEANUP
Janesville	Waste Management	Central Drop Off Location in 2022; Only holds a curbside cleanup every couple of years due to cost involved.
Madison Lake	LJP Waste Solutions	Central Drop Off Location in 2022; In years past, cleanup has been curbside.
Lake Crystal	LJP Waste Solutions	Does not offer a cleanup.
St. Peter	LJP Waste Solutions	Does not offer a cleanup.
North Mankato	West Central Sanitation	Curbside in 2022; During COVID, curbside was suspended- reinstating curbside this year.
Mankato (obtained info online)	West Central Sanitation	Drop Off Location

West Central declined offering this service to Eagle Lake. Hansen Sanitary would offer a centralized drop off location (same as LJP) but not curbside in Eagle Lake. City staff had a

difficult time getting a response from Waste Management and was transferred from one department to another.

Here are some suggestions received from residents:

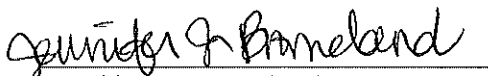
1. Give each resident a bag and let them fill it up with spring cleanup items for pickup with normal trash collection.
2. Have neighborhood dumpsters for a specific weekend.
3. Complete a curbside cleanup in increments by sectioning off the town.
4. Have the garbage trucks park at the entrance to the park so that vehicles don't have to drive into the park and turn around.

The above-listed suggestions were conveyed to Mr. Samuelson. He agreed that having the garbage trucks park at the entrance to the park so that vehicles don't have to drive in the parking lot and turn around will hopefully make the process more efficient. It was suggested that a city employee be on hand to assist with directing traffic.

An issue in 2020 during the spring cleanup was the long line of vehicles and vehicles blocking residential driveways along the 500 block of Linda Drive. One possible solution might be to have yard signs made to place along the west side of the 500 block of Linda Drive advising vehicles where not to park while waiting in line to prevent blocking driveways. The on-duty police officer would need to monitor for compliance and address any issues. Discussion should ensue if there is interest in yard signs being placed in this area during the cleanup.

The cost for the spring cleanup is based on a per ton charge for refuse delivered to Minnesota Waste Processing Company and charged to the refuse fund. The rate is subject to the CPIU increase schedule of price increases. Per LJP Waste Solutions, a fall cleanup was added a few years ago and charged by both tonnage and truck/labor. Because the cost of the spring cleanup is based on the tonnage of items disposed of, only residents are allowed to dispose of items. What you don't want to have happen is for the cleanup to be abused by people from outside of city limits bringing items for disposal or residents disposing of items that were hauled in from outside of city limits.

Fuel Surcharge. Attached is a fuel surcharge notice received from LJP Waste Solutions advising that a temporary fuel surcharge will be added to the City's account, effective March 1, 2022. LJP Waste Solutions indicates in their notice that the surcharge is based on the increase in fuel costs and that once fuel prices fall below \$3.50 a gallon, the surcharge will be removed. Per a review of the contract, there is no language referencing a fuel surcharge. Absent any language to this effect, the City may wish to refuse to pay the surcharge included on monthly invoices. Section 8 of the contract states that the contractor shall haul all refuse and recyclables at its own expense to the required disposal or recycling center. Legal counsel was contacted and advises that the City can refuse to pay fuel surcharge fees. Discussion should ensue.


Jennifer J. Bromeland
City Administrator

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March 14, 2022

City of Eagle Lake
Attn. Jennifer Bromeland
705 Parkway Ave.
Eagle Lake, MN 56024

RE: Temporary Fuel Surcharge

This letter is a follow up to our need to implement a temporary fuel surcharge on your contract.

As you know the current unrest overseas is leading to an unprecedented increase in global fuel prices. In addition, the waste and recycling business is considered a very high user of fuel. To that end, it's imperative that we implement a temporary fuel surcharge on your account effective March 1, 2022. Per the conversation we will be adding a line item to your invoice with a fuel surcharge which will be based on the increase in our fuel expense to service your city. I have enclosed a sample of the fuel surcharge calculation for your review.

LJP values the partnership we have with the City of Eagle Lake, we absorbed the significant rise in fuel costs up to \$3.50 a gallon and will remove the surcharge when fuel prices fall below that level. Please feel free to contact myself if you have any questions.

Sincerely

Steve Metz, CEO

cc: Jesse Samuelson, LJP Waste Solutions

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Fuel Surcharge Calculation

Municipality	Eagle Lake	
Average Hours/Month	86.6	
Average Fuel consumption/hour	4	
Fuel Gallons Used per month	346.4	
Base Fuel Price	\$ 3.50	
Current Fuel Price	\$ 4.65	https://www.eia.gov/petroleum/gasdiesel/
Fuel Surcharge Overage Calculation	\$ 398.36	

PETROLEUM & OTHER LIQUIDS

OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Period:

[Download Series History](#) [Definitions, Sources & Notes](#)

Show Data By:		Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	View History
<input checked="" type="radio"/> Product	<input type="radio"/> Area							
Gasoline - All Grades		3.103	3.217	3.270	3.129	3.171	3.416	1993-2022
All Grades - Conventional Areas		3.058	3.172	3.223	3.081	3.127	3.365	1994-2022
All Grades - Reformulated Areas		3.349	3.462	3.529	3.389	3.412	3.693	1994-2022
Regular		3.044	3.158	3.211	3.069	3.112	3.357	1992-2022
Conventional Areas		3.011	3.125	3.176	3.032	3.079	3.318	1992-2022
Reformulated Areas		3.240	3.355	3.423	3.279	3.304	3.587	1994-2022
Midgrade		3.369	3.478	3.534	3.403	3.439	3.685	1994-2022
Conventional Areas		3.294	3.403	3.459	3.324	3.365	3.603	1994-2022
Reformulated Areas		3.648	3.756	3.821	3.696	3.715	3.986	1994-2022
Premium		3.736	3.841	3.898	3.774	3.810	4.049	1994-2022
Conventional Areas		3.634	3.742	3.796	3.669	3.710	3.943	1994-2022
Reformulated Areas		4.041	4.137	4.208	4.084	4.113	4.364	1994-2022
Diesel (On-Highway) - All Types		3.296	3.554	3.624	3.505	3.594	3.891	1994-2022
Ultra Low Sulfur (15 ppm and Under)		3.296	3.554	3.624	3.505	3.594	3.891	2007-2022

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

-- = No Data Reported; - = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 6, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/7/2022

Next Release Date: 3/14/2022

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PETROLEUM & OTHER LIQUIDS



OVERVIEW DATA ANALYSIS & PROJECTIONS

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Period:

Download Series History		Definitions, Sources & Notes						
Show Data By:		2016	2017	2018	2019	2020	2021	View History
Product	Area							
Gasoline - All Grades	<input type="checkbox"/>	2.143	2.405	2.667	2.541	2.085	2.944	1993-2021
All Grades - Conventional Areas	<input type="checkbox"/>	2.125	2.388	2.640	2.500	2.042	2.899	1994-2021
All Grades - Reformulated Areas	<input type="checkbox"/>	2.258	2.516	2.816	2.764	2.321	3.189	1994-2021
Regular	<input type="checkbox"/>	2.056	2.311	2.596	2.486	2.027	2.885	1992-2021
Conventional Areas	<input type="checkbox"/>	2.041	2.297	2.577	2.456	1.995	2.852	1992-2021
Reformulated Areas	<input type="checkbox"/>	2.150	2.401	2.708	2.661	2.214	3.083	1994-2021
Midgrade	<input type="checkbox"/>	2.299	2.570	2.894	2.793	2.353	3.208	1994-2021
Conventional Areas	<input type="checkbox"/>	2.274	2.547	2.848	2.720	2.283	3.135	1994-2021
Reformulated Areas	<input type="checkbox"/>	2.459	2.722	3.075	3.060	2.608	3.478	1994-2021
Premium	<input type="checkbox"/>	2.561	2.862	3.215	3.137	2.714	3.570	1994-2021
Conventional Areas	<input type="checkbox"/>	2.530	2.831	3.152	3.041	2.616	3.473	1994-2021
Reformulated Areas	<input type="checkbox"/>	2.763	3.060	3.435	3.423	2.998	3.861	1994-2021
Diesel (On-Highway) - All Types	<input type="checkbox"/>	2.259	2.596	3.110	2.955	2.426	3.214	1994-2021
Ultra Low Sulfur (15 ppm and Under)	<input type="checkbox"/>	2.259	2.596	3.110	2.955	2.426	3.214	2007-2021

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

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Release Date: 3/7/2022
Next Release Date: 3/14/2022

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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Owl Lane Stormwater Pond Assessment Recap and Next Steps for Testing

Julie Blackburn and Geoff Kramer with ISG presented an assessment of the Owl Lane stormwater pond in the fall of 2021. The impetus for the assessment/study was ongoing resident concerns about appearance and odor.

Attached for reference purposes is a copy of the Owl Lane Pond Assessment.

Ms. Blackburn and Mr. Kramer will be at the meeting to recap the Owl Lane stormwater pond assessment and to advise about possible next steps and associated cost.

Spring is the appropriate time to begin testing. Discussion should ensue as to next steps as it relates to testing and treatment of the pond.


Jennifer J. Bromeland
City Administrator

APRIL 4, 2022



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

RE: PROFESSIONAL SERVICES PROPOSAL FOR OWL LANE POND MONITORING OPTIONS
EAGLE LAKE, MINNESOTA

Jennifer,

Based on the preliminary assessment of the Owl Lane Ponds 15 and 16 completed in September 2021, ISG has compiled the following monitoring plan and pond management options for the City to consider.



The following background information should be considered while evaluating the monitoring plan options:

- Pond volumes have been reduced only slightly since construction
- There are no obvious structural, hydrologic, or hydraulic causes driving nuisance algae conditions in the ponds
- The ponds are consistent with existing MPCA design criteria, except for the presence of mature trees surrounding Pond 16, and within 25 feet of the Pond 15 outlet structure
- Numerous environmental conditions (such as drought or excessive rainfall) directly contribute to pond conditions, which impact algal growth, amount of inflow and outflow, dissolved oxygen levels, and nutrient levels
- Conducting water quality monitoring of the ponds would assist the City with identifying the source of nutrients, which would guide the selection of treatment options

PROPOSED MONITORING OPTIONS

To gain a better understanding of the extent of these impacts, we present the two options below.

Water Quality Monitoring Option 1, Comprehensive (total cost \$10,075):

- Water quality sampling to evaluate phosphorus loading and discharge throughout the growing season
- 2 sampling events per month from May through September, for a total of 10 sampling events
- Samples distributed between dry periods and during/following rain events



- Sample locations of pond inlets, in pond, and outlet of pond
- Pollutants analyzed include Total Phosphorus, Ortho-Phosphorus, Total Kjeldahl Nitrogen, Chlorophyl-a, and Total Suspended Solids (could be removed to save \$850)
- Install and maintain continuous water stage level monitoring equipment. Monitoring equipment will include a level sensor, datalogger, solar panel, and batteries to power the equipment.

Water Quality Monitoring Option 2, Less Comprehensive (total cost \$5,037.50):

- Water quality sampling to evaluate phosphorus loading and discharge throughout the growing season, simplified sampling plan
- 1 sampling event per month from May through September, for a total of 5 sampling events
- Sampling conducted during/after dry months whenever possible, with at least one late season sample collected during a dry period
- Pollutants analyzed include Total Phosphorus, Ortho-Phosphorus, Total Kjeldahl Nitrogen, Chlorophyl-a, and Total Suspended Solids (could be removed to save \$425)
- Install and maintain continuous water stage level monitoring equipment. Monitoring equipment will include a level sensor, datalogger, solar panel, and batteries to power the equipment.

MONITORING OPTION COST BREAKDOWN

Monitoring Option 1	
Staff	
3 hrs/event, \$120/hr	\$360/event
Events	
May	2
June	2
July	2
August	2
September	2
Total	10
Lab Costs	
Parameter	Cost/sample
Total Phosphorus	\$20
Ortho-phosphorus	\$29
Total Kjeldahl Nitrogen	\$28
TSS	\$17
Chl-a	\$36
Full suite cost/event	\$130
Samples	
Inlet/s	3
Pond	1
Outlet/s	1
Total/Event	5
Cost Summary	
Staff	\$ 3,600.00
Samples	\$ 6,475.00
Total	\$ 10,075.00

Monitoring Option 2	
Staff	
3 hrs/event, \$120/hr	\$360/event
Events	
May	1
June	1
July	1
August	1
September	1
Total	5
Lab Costs	
Parameter	Cost/sample
Total Phosphorus	\$20
Ortho-phosphorus	\$29
Total Kjeldahl Nitrogen	\$28
TSS	\$17
Chl-a	\$36
Full suite cost/event	\$130
Samples	
Inlet/s	3
Pond	1
Outlet/s	1
Total/Event	5
Cost Summary	
Staff	\$ 1,800.00
Samples	\$ 3,237.50
Total	\$ 5,037.50

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POND MANAGEMENT OPTIONS

Option 1: Mechanical Removal

- Mechanical removal of algae to provide immediate relief of nuisance conditions
- Estimated \$5,400 - \$6,000/yr. assuming removal is completed in 1 day with easy access to ponds

Option 2: Barely Straw

- Continuous suppression of algal growth using barley straw bales
- Estimated \$100/yr. applied early in spring

Option 3: Chemical Treatment

- Periodic pond treatment using one of the following: blue dye (inhibits algae growth), algaecides (kills existing algae), phosphorus binding material (prevents phosphorus release from pond bottoms)
- Estimated \$240/yr. for blue dye and \$2,000 - \$3,000/yr. for algaecides

Option 4: Aeration

- Installation of pond aerator(s) to oxygenate water
- Estimated \$20,000 - \$30,000 with on-going operational costs

Option 5: Iron Enhanced Sand Filter

- Retrofit one or both ponds with an iron-enhanced sand filter to capture dissolved phosphorus
- Feasibility study would be needed; can be highly effective but with correspondingly high cost and level of maintenance

ADDITIONAL CONSIDERATIONS

- Providing outreach to landowners on stormwater pond functions and managing expectations
- Removal and management of tree growth around ponds
- Developing formal goals for the City's management of stormwater ponds
- Sampling to determine if toxin producing algae are present during algal blooms

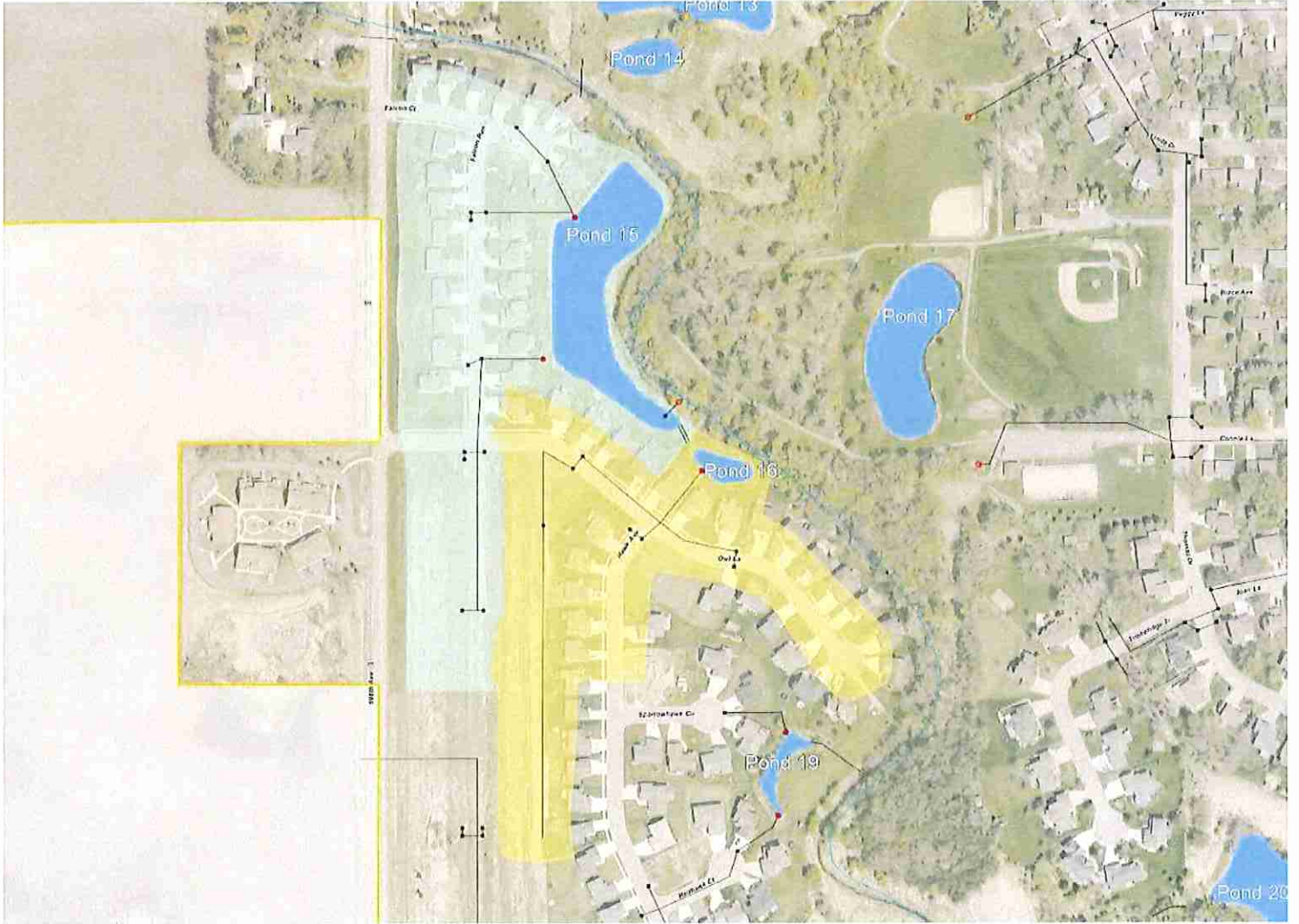
Please call me at 507.387.6651 if you have any comments or questions, or if you would like to proceed with the scope of work provided. Upon acceptance of this proposal, please sign the acknowledgment box below and return a copy to our office.

Sincerely,

Julie Blackburn
Environmental Practice Group Leader
Julie.Blackburn@ISGInc.com

ACKNOWLEDGEMENT OF ACCEPTANCE	
Accepted this _____ day of _____, 2022.	
Signature: _____	
Printed Name: _____	
Title: _____	
This proposal is valid for 45 days	

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Owl Lane Pond Assessment

Eagle Lake, MN

September 23, 2021

Project No. 21-25446



Architecture
Engineering
Environmental
Planning
ISGinc.com

REPORT FOR:
City of Eagle Lake
Jennifer Bromeland
705 Parkway Avenue
Eagle Lake, MN 56024
507.257.3218
jbromeland@eagelakemn.com

FROM:
ISG
Geoff Kramer, PE, CFM
6465 Wayzata Blvd + Suite 970
St Louis Park, MN 55426
952.426.0699
geoff.kramer@ISGinc.com

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PURPOSE OF STUDY

Staff from the City of Eagle Lake (City) contacted ISG in May of 2021 about concerns expressed by residents along Owl Lane and neighboring streets about the condition of the ponds (Ponds 15 and 16, shown in Figures 1 and 2, respectively) behind their residences. Both the appearance and odor of the ponds had become a nuisance to surrounding residents. ISG was asked to prepare a proposal to assess the ponds and develop recommendations for further investigation or to address deficiencies identified by the study. The proposal was presented to the City Council on June 7, 2021 and approved.



Figure 1: Pond 15 in May 2021



Figure 2: Pond 16 in May 2021

LOCATION AND PROJECT BACKGROUND

The study area (shown in the Appendix) is located on the western side of the City. Ponds 15 and 16 are located west of the open ditch and east of properties on Owl Lane, Falcon Run, and Falcon Court.

Goals of this study were to:

1. Confirm relevant elevations of culverts and outlet structures
2. Compare existing and as-constructed pond volumes
3. Evaluate runoff volume with respect to pond volume for existing and fully developed conditions
4. Inspect pond and outfall as required by the City's MS4 permit and provide training to City staff
5. Provide recommendations for maintenance, pond improvements, or further study

INVERT COMPARISON

Design and as constructed (2005) elevations were reviewed along with 2021 survey data to assess any changes in relevant invert elevations. Table 1 lists as-designed, as-constructed (2005), and existing (2021) elevations. The outlet structure from Pond 15 to the open ditch is shown in Figure 3 with as-designed elevations for reference. The only elevation change greater than 0.1 ft is the increase in minimum elevation of the overflow orifice on top of the Pond 15 outlet structure from 970.26 to 970.40 ft. The increase in the elevation of the orifice does not significantly affect discharge from Pond 15 because discharge is ultimately limited by the 12" PVC outlet pipe. The existing elevation for the 12" PVC outlet pipe from Pond 15 was observed to be approximately 967.90 ft as water in Pond 15 was approximately 0.1 ft lower than the 24" RCP equalizing culverts (elevations 968.08 and 968.12) and approximately 0.1 ft above the 12" PVC pipe invert. Because the 12" PVC pipe ultimately controls normal outflow from the ponds, there has been no significant change in pond hydraulics caused by changes in invert elevations.

Table 1. As-Designed, As-Constructed, and Existing Invert Elevations of Relevant Structures

Structure	Location	As-Designed Elevation (ft)	As-Constructed Elevation (ft)	Existing Elevation (ft)
Pond 15 outlet pipe (12" PVC); permanent pool elevation	Inlet	968.00	967.90	approx. 967.90
	Outlet	967.65 (calculated)	967.55 (calculated)	967.55
Pond 15 overflow orifice rim	Bottom	970.20	970.26	970.40
	Top	970.85	N/A	970.83
Pond 15/16 equalizing culverts (2 x 24" RCP)	Upstream	968.00	N/A	968.06/968.09
	Downstream	968.00	968.00/968.02	968.08/968.12
Open ditch 72" culvert (upstream/downstream)	Upstream	N/A	N/A	965.82
	Downstream	N/A	N/A	965.54

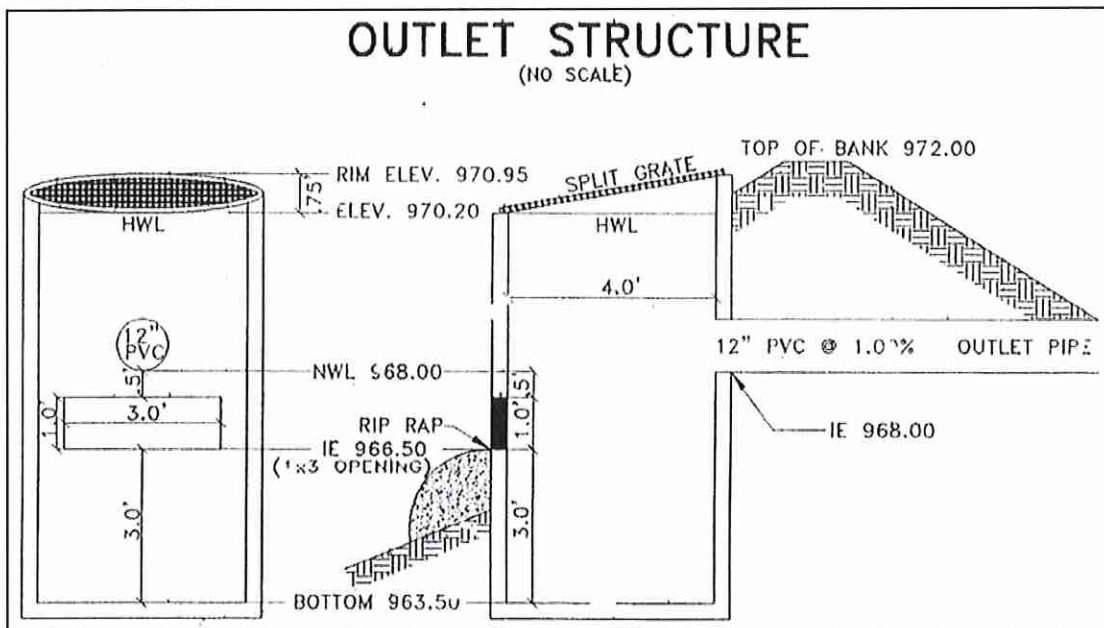


Figure 3. Pond 15 Outlet Structure Detail with Design Elevations

POND VOLUME COMPARISON

Topographic survey data were compared for 2005 and 2021 conditions to assess the change in pond volume over time. Pond volumes were calculated at various elevations for both the 2005 and 2021 conditions:

- 965 ft, near the pond bottom;
- 968 ft, the designed permanent pool elevation; and
- 971 ft, just above the 100-yr water surface elevation of 970.70 ft as listed in the as-constructed documents.

Table 2 summarizes 2005 and 2021 pond volume, and the change in storage, at these three elevations. Volumes listed in Table 2 are for the combined storage in Ponds 15 and 16. Results show that there has been aggradation of sediment within the basin, though it has occurred at a relatively low rate. For example, just 1.7 percent of the storage below 968 ft, approximately equal to the permanent pool, has been lost to sediment aggradation. At 971 ft, approximately the 100-yr water surface elevation, 2.4 percent of the pond storage has been lost. Depending on the elevation considered, the average sediment deposition depth varies from 0.56 to 1.4 inches.

Table 2. As Constructed and Existing Combined Volumes for Ponds 15 and 16

Elevation	As-Constructed Storage (ac-ft)	Existing Storage (ac-ft)	Change in Storage (ac-ft; %)	Average Sediment Deposition Depth (in)
965	0.68	0.62	-0.06 (8.1%)	0.62
968	5.20	5.10	-0.10 (1.7%)	0.56
971	12.03	11.75	-0.29 (2.4%)	1.40

HYDROLOGIC AND HYDRAULIC ANALYSIS

A hydrologic and hydraulic analysis was conducted using HydroCAD to model runoff from each of the subcatchments draining to Ponds 15 and 16, as well as the hydraulic effects of the pond outlet structures and associated stage-storage-discharge relationships. The Pond 15 and 16 subwatersheds are 12.0 and 9.2 acres in size, respectively. Eight models were created to determine the impacts on peak water surface elevations from the following factors:

- Updated rainfall depths from Atlas 14
- Full development of the Pond 15 and 16 drainage area
- Changes in pond volume from 2005 to 2021

Rainfall events modeled in each of the 8 models were the 2-, 5-, 10-, 25-, 50-, and 100-yr 24-hr storm events. Runoff curve numbers were developed for all land uses and based on soil types in the study area.

Rainfall Data

The best available rainfall-frequency data has been updated since the design and construction of Ponds 15 and 16. Technical Paper 40 (TP-40), developed in 1961, was in use until the publication of the National Oceanic and Atmospheric Administration's (NOAA's) Atlas 14 in 2013. Atlas 14 incorporated new data measured after the publication of TP-40 to provide revised estimates of rainfall depths for different durations (e.g., a 24-hr storm) and recurrence intervals (e.g., the 5-year event). A comparison of TP-40 and Atlas 14 rainfall depths for relevant storm events is shown in Table 3. All rainfall events included in Table 3 had increases of at least 7 percent using Atlas 14 rainfall data. More dramatic increases are shown in the 25-, 50-, and 100-yr events, with the 100-yr event increasing by 1.4 inches or 24 percent. Increases in runoff resulting from increased precipitation depths are typically disproportionately higher (as a percentage) than increases in precipitation due to limited infiltration capacity of soils.

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Table 3. Comparison of TP-40 and Atlas 14 24-Hour Rainfall Depths

24-hr Storm Event	TP-40 (in)	Atlas 14 (in)	Change (in)	Change (%)
2-yr	2.68	2.88	0.20	7%
5-yr	3.38	3.62	0.24	7%
10-yr	3.95	4.31	0.36	9%
25-yr	4.66	5.36	0.70	15%
50-yr	5.28	6.27	0.99	19%
100-yr	5.85	7.25	1.40	24%

Land Use

Existing and fully developed land use were considered to estimate the impact of additional impervious area as a result of full development of the Pond 15 and 16 drainage areas. The fully developed land use change will convert approximately 5.5 acres of undeveloped area to approximately 4.1 acres of residential and 0.4 acres of roads.

Change in Pond Storage

Changes in pond storage were considered to estimate the impact of changes in pond volume on pond response to rainfall events.

Model Results

Abridged model results are presented below to summarize peak water surface elevations (WSELs) at three unique points in time:

- 2005: as-constructed pond volumes and outlet elevations, current land use, and TP-40 rainfall data
- 2021: existing pond volumes and outlet elevations, current land use, and Atlas 14 rainfall data
- Future full development: existing pond volumes and outlet elevations, fully developed land use, Atlas 14 rainfall data

Table 4. Pond 15 Peak WSELs for 2005, 2021, and Fully Developed Conditions

24-hr Storm Event	2005 (ft)	2021 (ft)	Change from 2005 to 2021 (ft)	Fully Developed (ft)	Change from 2005 to Fully Developed (ft)
2-yr	968.91	969.35	0.44	969.45	0.54
5-yr	969.23	969.70	0.47	969.83	0.60
10-yr	969.49	970.05	0.56	970.18	0.69
25-yr	969.83	970.57	0.74	970.71	0.88
50-yr	970.12	970.95	0.83	971.01	0.89
100-yr	970.39	971.16	0.77	971.22	0.83

Table 5. Pond 16 Peak WSELs for 2005, 2021, and Fully Developed Conditions

24-hr Storm Event	2005 (ft)	2021 (ft)	Change from 2005 to 2021 (ft)	Fully Developed (ft)	Change from 2005 to Fully Developed (ft)
2-yr	969.51	969.69	0.18	969.82	0.31
5-yr	969.88	970.07	0.19	970.20	0.32
10-yr	970.16	970.41	0.25	970.55	0.39
25-yr	970.52	970.98	0.46	971.10	0.58
50-yr	970.87	971.37	0.50	971.48	0.61
100-yr	971.12	971.67	0.55	971.74	0.62

Modeling results confirm the adequacy of Ponds 15 and 16 to control runoff as designed in the 100-yr rainfall event in the 2005 condition. Peak WSELs of 970.39 and 971.12 ft in Ponds 15 and 16, respectively, are lower than their overflow elevations of 970.80 and 971.30 ft. Additional modeling data not presented here showed that neither Pond 15 nor Pond 16 would overtop in the 100-yr rainfall event for any combination of land uses and pond elevations considered when the outdated SCS Type II rainfall event (TP-40) was used. This confirms that even full development and the loss of pond storage considered in this study would still have allowed the ponds to control the 100-yr rainfall event without overtopping.

Modeling results show increases in peak WSELs ranging from 0.12 to 0.64 ft (approximately 1.5 to 8 inches) for 2021 conditions relative to the 2005 condition. This is a result of changes in rainfall data, pond volumes, and pond volumes. Peak WSELs increase further when considering fully developed conditions and range from 0.23 to 0.76 ft (approximately 3 to 9 inches) across all rain events and both ponds. While modeling results showed that none of the SCS Type II (TP-40) rainfall events led to overtopping of either pond, MSE3 (Atlas 14) models showed overtopping in all 100-yr events and nearly all 50-yr events.

Additional analysis (multiple linear regression) was completed to understand the extent to which each variable (land use conversion at full development; changes in pond volumes; and changes in precipitation from Atlas 14) affects increases in peak WSEL. This analysis was carried out for the 100-yr rainfall event and is summarized in Table 6.

Table 6. Summary of Multiple Linear Regression Analysis of Factors Influencing Peak WSELs for the 24-hr 100-yr Rainfall

Variable	Change in Pond 15 Peak WSEL		Change in Pond 16 Peak WSEL	
	(ft)	(in)	(ft)	(in)
Land Use	0.07	0.8	0.09	1.1
Pond Volumes	0.03	0.3	0.03	0.4
Precipitation	0.67	8.1	0.45	5.4
Total	0.77	9.2	0.57	6.9

Results in Table 6 of the multiple linear regression analysis of the 100-yr rainfall event show that the variable driving much of the increases in WSELs from the 2005 condition is the increased precipitation as a result of new rainfall data from Atlas 14. The change in precipitation accounts for 0.67 ft of the 0.77 ft increase (88 percent) in Pond 15 and 0.45 ft of the 0.57 ft increase (79 percent) in Pond 16. It is important to note that the full modeled increase in peak WSEL reflects future fully developed land use and as such does not reflect existing conditions. Based on results in Table 6, fully developed land use will only account for approximately 1 inch of the overall peak WSEL increases of 9.2 and 6.9 inches in Ponds 15 and 16, respectively.

REVIEW OF MPCA STORMWATER POND DESIGN CRITERIA

Minnesota Pollution Control Agency (MPCA) stormwater pond design criteria were reviewed to ensure that Ponds 15 and 16 are consistent with current requirements and recommendations. The ponds are consistent with current requirements with the following exception: “Woody vegetation should not be planted or allowed to grow within 15 feet of the toe of the [pond] embankment or 25 feet from the inlet and outlet structures.” Mature trees are present around the entirety of Pond 16 and within 25 feet of the Pond 15 outlet structure. While aesthetically pleasing, these trees supply phosphorus-rich leaf litter and pollen directly to the ponds and can limit wind mixing that circulates dissolved oxygen in the ponds.

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SUMMARY

A comparison of 2005 and 2021 conditions showed that less than 1 percent of the original permanent pool storage in Ponds 15 and 16 has been lost to sediment aggradation. There have been no changes in elevations of pipe inverts or outlet structures that will significantly affect the hydraulics of the ponds.

A detailed hydrologic and hydraulic analysis of the ponds confirms that the ponds provide adequate storage to meet the storage required for 2005 conditions, even in the 100-yr rainfall event. However, updated rainfall-frequency data (Atlas 14) released in 2013 shows a significant increase in rainfall depths, notably a 24 percent increase in the 24-hr 100-yr rainfall depth. This increase in rainfall depth produces overtopping in the 50- and 100-yr events for all model scenarios, regardless of land use or pond elevation condition. A detailed analysis of the role of rainfall (Atlas 14 vs TP-40), land use (developed vs. existing), and pond storage volumes (existing vs. as-built) shows that approximately 80 to 90 percent of the overall increase in peak WSEL (9.2 and 6.9 inches in Ponds 15 and 16, respectively) in the ponds in the fully developed condition is as a result of the increase in precipitation. Model results show that fully developed land uses will account for approximately 1 inch of the ultimate increase in pond WSELs during the 24-hr 100-yr rainfall.

Based on the findings of the volume, hydrologic, and hydraulic analyses, there are no obvious issues related to pond volumes or hydraulic characteristics causing of the nuisance algal conditions in the ponds in 2021. It is likely that the cause of the nuisance conditions in the ponds is related to a bio-geo-chemical issue related to the pond and stormwater runoff it receives. It is likely that these conditions were exacerbated in 2021 due to lower-than-normal precipitation. Review of Blue Earth County precipitation data shows that year-to-date precipitation through the end of July was the lowest since 1988 and the 5th lowest on record (1895 to 2021). Lack of precipitation can lead to hypoxia (low dissolved oxygen) in several ways:

- Algal growth, fueled by phosphorus in the pond water column or on the pond bottom, can deplete dissolved oxygen
- Lack of inflow of oxygen-rich stormwater to replace the oxygen consumed by algal production
- Lack of both inflows and outflows reduce mixing within the pond and can lead to hypoxia through the entire pond
- Lack of outflow prevents discharge of phosphorus from the pond
- Hypoxia on the pond bottom surface can lead to additional phosphorus release to the water column, which fuels further algal production

It appears likely that dry conditions in 2021 have contributed to many (or all) of the above phenomena and have exacerbated poor water quality in Ponds 15 and 16. There are also interactions between these processes that can create a snowball effect, for example increased algal production will tend to accelerate oxygen depletion, which may accelerate phosphorus release from bottom sediment and fuel additional algal production.

RECOMMENDATIONS

ISG has several recommendations for further study and methods to control, mitigate, or prevent future algal blooms. Because it is not possible to evaluate the treatment provided by the pond without first understanding the phosphorus loading, in-pond water quality, and algal community, we recommend the following for additional study:

- Water quality sampling to evaluate phosphorus loading and discharge throughout the growing season
- Sampling to confirm presence and types of algae

While we feel it is important to investigate the root cause of the nuisance conditions in the ponds, we also appreciate the City's and residents' desire for more immediate relief. There are several treatment options available that can provide immediate or near-term relief:

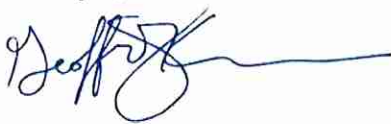
- Mechanical removal of algae to provide immediate relief of the nuisance conditions
- Continuously suppressing algal growth using barley straw bales
- Periodic pond treatment such as:
 - Application of blue dye to inhibit algal growth on an as needed basis
 - Approximately monthly application of algaecides to kill existing algae
 - Application of phosphorus binding material (e.g., Phoslock) approximately annually to prevent phosphorus release from the pond bottoms
- Installation of one or more pond aerators to oxygenate water and provide mechanical mixing of water in the ponds to reduce the potential for low dissolved oxygen concentrations and release of phosphorus from pond bottom sediments.
- Retrofitting one or both ponds with an iron-enhanced sand filter, which is used to capture dissolved phosphorus that is typically present in high concentrations in stormwater runoff

ISG recommends a low-cost, low risk, treatment method such as some combination of mechanical algae removal, barley bales, blue dye, or algaecides to remove algae and inhibit growth. This approach will provide short- to medium-term relief while a study can be completed to better understand water quality conditions. Once pond conditions are better understood, further recommendations can be developed for ongoing maintenance (e.g., periodic algaecide or Phoslock applications), installation of aeration equipment, or construction of an iron-enhanced sand filter.

Additionally, ISG recommends the removal of all trees and woody vegetation within 25 feet of inlet and outlet structures to protect those structures. There is also relatively dense woody vegetation surrounding the ponds, particularly Pond 16, that should be selectively removed to ensure that adequate ground cover can be maintained to ensure bank stability and prevent erosion and sediment loading to the ponds.

We look forward to continuing to work with the City to find a solution that is cost-effective and provides meaningful improvements for residents.

Thank you,



Geoff Kramer

Appendix

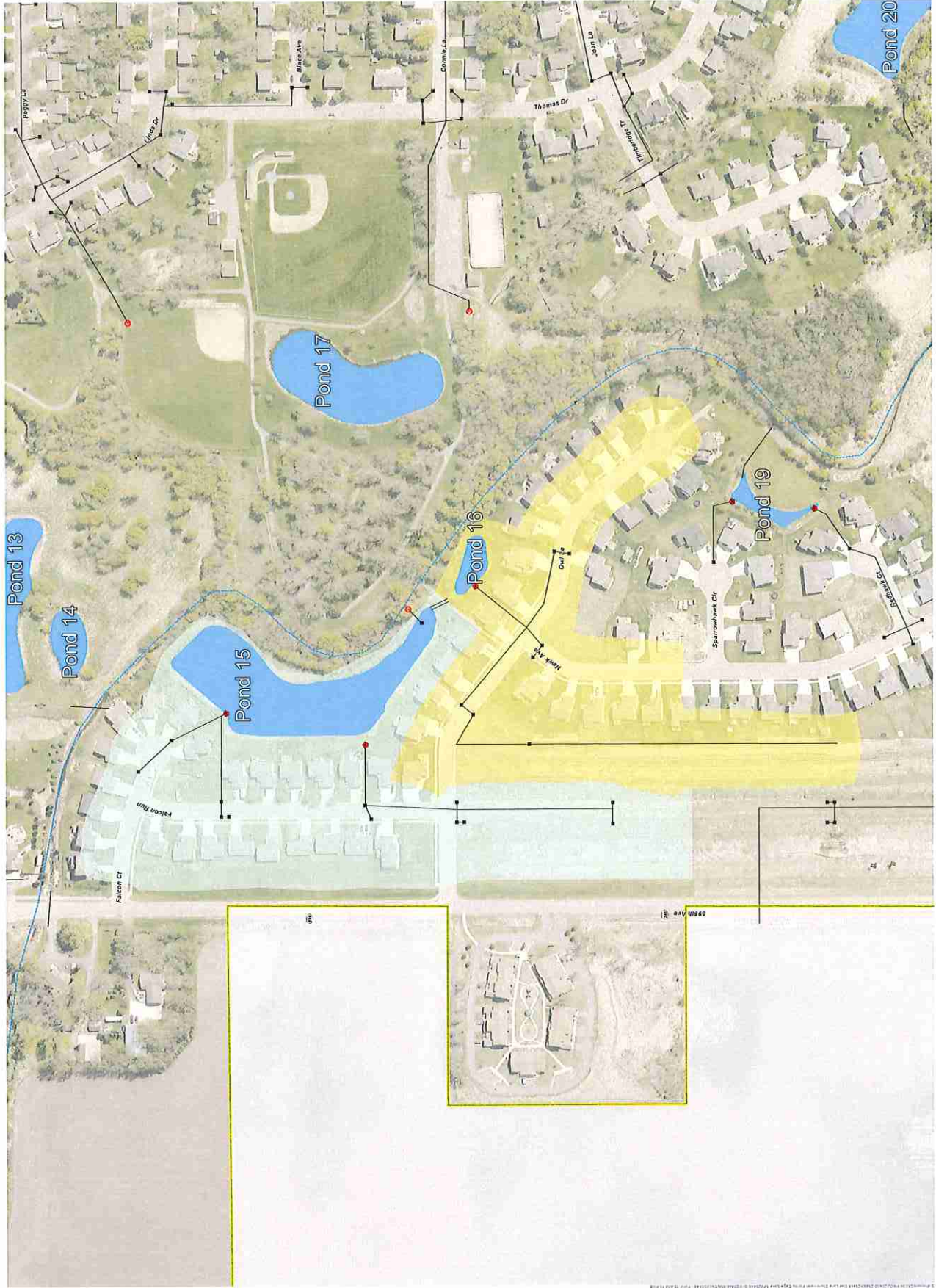


Owl Lane
Ponds 15 and 16
and Subwatersheds
Eagle Lake, Minnesota
Tenthredin August 24, 2021

Legend

- City Limits
- Catch Basins
- Storm Gravity Pipe
- MS4 Outfall
- Non-MS4 Outfall
- Open Ditch
- Storm Water Detention Ponds
- Storm Water Detention Ponds
- Pond 15 Subwatershed
- Pond 16 Subwatershed

Orthophoto (E. Cairns, 2019)
Maplines (P. Cairns, DOT, 02/2017)
Waterline (NWS, 2018)
Roads (PR, DOT)



- Council Member Steinberg moved, seconded by Council Member Rohrich, to adopt Ordinance 2021-01. A roll call vote was taken with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Auringer voting in favor.
- Council Member White moved, seconded by Council Member Rohrich, to authorize the publishing of a summary of Ordinance 2021-01. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Auringer voting in favor.

PRESENTATIONS

1. Julie Blackburn and Goeff Kramer with ISG: Owl Lane Pond Assessment Presentation

- Mr. Kramer presented the results of the pond study.
- This study stemmed from resident concerns with two ponds appearance and odor along Owl Lane.
- Pond design and as constructed elevations were reviewed along with 2021 survey data to assess any changes in relevant invert elevations over time. No substantial changes were noted.
- Pond volume comparisons used 2005 and 2021 topographic survey data. Sediment in the pond is low with 2.4 percent of the pond's storage being lost.
- MPCA pond design criteria were reviewed with these ponds being compliant with MPCA's requirements with the exception of woody vegetation which should not be allowed to grow within 15 feet of the toe of the pond embankment or 25 feet from the inlet and outlet structures. Mature trees are present around the entirety of pond 16 and within 25 feet of pond 15 outlet structures.
- Based on findings of volume, hydrologic, and hydraulic analyses, there are no obvious issues related to pond volume or outlet elevations causing of the nuisance algal conditions. The likely cause of the nuisance conditions in the pond are lack of inflow due to lower-than-normal precipitation and driven by hypoxia.
- Recommendations included: water quality sampling to evaluate phosphorus loading and discharge throughout the growing season and sampling to confirm presence and types of algae.
- Several treatment options, varying in cost, were presented which included: mechanical removal of algae, suppressing algal growth, period pond treatment, install aerators and retrofitting ponds with iron-enhanced sand filters.
- Council asked Mr. Kramer to provide the city with an updated quote for sampling ponds.
- Mr. Kramer updated the City Council on the MS4 process stating the public comment period will end September 24 and that responses need to be submitted within seven days. The city will have one year to meet requirements.

2. Scott McMahon, Senior Lobbyist with Flaherty and Hood, PA: Annual Coalition of Greater MN Cities Visit

- Mr. McMahon presented an overview of the Coalition of Greater MN Cities (CGMC) and what they have been working on.
- They have actively worked on bonding and the dispersal of federal funds. The 2020 election did not impact majority control of the legislature.
- Top CGMC goals for 20210 were: no cuts to local government aid (LGA), infrastructure-focused bonding bill, childcare funding, and city streets.
- The state's budget forecast during the pandemic changed significantly going from a surplus to a deficit, and then back to a surplus. This indicates the economy is coming back strong.
- Accomplishments included funding for six Minnesota initiatives to assist families and children, Border-to-Boarder Broadband Grant Program, addressing potential legislation regarding PFAS and small city street funding.
- Upcoming CGMC events include the Fall Conference in Willmar, November 18-19, 2021, and a Legislative Action Day March 2, 2022.

3. Rick and Angela DeMartini with Bella's House of Doodles: Request to Allow LP Tank for Heating Building

- Rick DeMartini stated that he has spoken with the gas company, and they have stated the gas line could be run at a cost lower than initially quoted, but that it will not be done this year.
- Bella's House of Doodles will require heat and therefore requested consideration for allowing a LP Tank to heat the building.
- Other businesses in this area use water heat, LP heat or other heating sources unique to their business.
- Council discussion included the desire for businesses to connect to natural gas as soon as it is available to them. The size and location of tank was discussed.
- Administrator Bromeland stated the draft agreement has been modeled after the agreement with Scott Borgmeier.



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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Highway 14/County Road 56 Project

Anne Wolf with MnDOT will be in attendance to provide updated information as it relates to the Highway 14/County Road 56 Project in Eagle Lake and answer any questions. The project is scheduled for this summer.

Below is information that will be included in the Spring City Newsletter:

Hwy 14/CR 56 Construction

MnDOT is constructing a Restricted Crossing U-Turn (RCUT, also referred to as a J-Turn) at the intersection of Hwy 14 and Blue Earth County Road 56 this summer (2022). No detour is anticipated for Hwy 14 through traffic; motorists can expect lane restrictions and speed reductions. However, there will be phases of construction that don't allow for specific turns at the intersection. Staging maps will be posted on the project website in advance of construction, and roadway signs will direct motorists during construction.

In the Fall of 2020, MnDOT worked closely with the City of Eagle Lake and Blue Earth County, as well as gathered feedback from the broader community on design concepts to improve the safety of the Hwy 14/CR 56 intersection. Community input, along with environmental regulations, traffic analysis, safety, functionality, funding availability, and other considerations, influenced the decision to construct a J-Turn.

To learn more about the project and to sign up for email updates, visit mndot.gov/d7/projects/hwy14eaglelake.



Jennifer J. Bromeland
City Administrator



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


April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Fire Department Update – Summary of Annual Fire Truck Inspection

Fire Chief Vern Simpson will be in attendance to provide a truck update as it relates to a recent annual truck inspection by Emergency Apparatus. There will be some upcoming truck maintenance that was not planned for but that is necessary, such as rebuilding the radiator on the ladder truck and repairing or replacing a cracked tube on the downstream side of the turbo on the tanker truck.

These repairs were not anticipated and therefore not budgeted for truck maintenance, but necessary.

Due to the estimated dollar amount of the repairs, Fire Chief Simpson will obtain pricing and seek approval to commence repair/replacement work on the ladder and tanker truck.



Jennifer J. Bromeland
City Administrator

Public Hearing

March 23, 2022

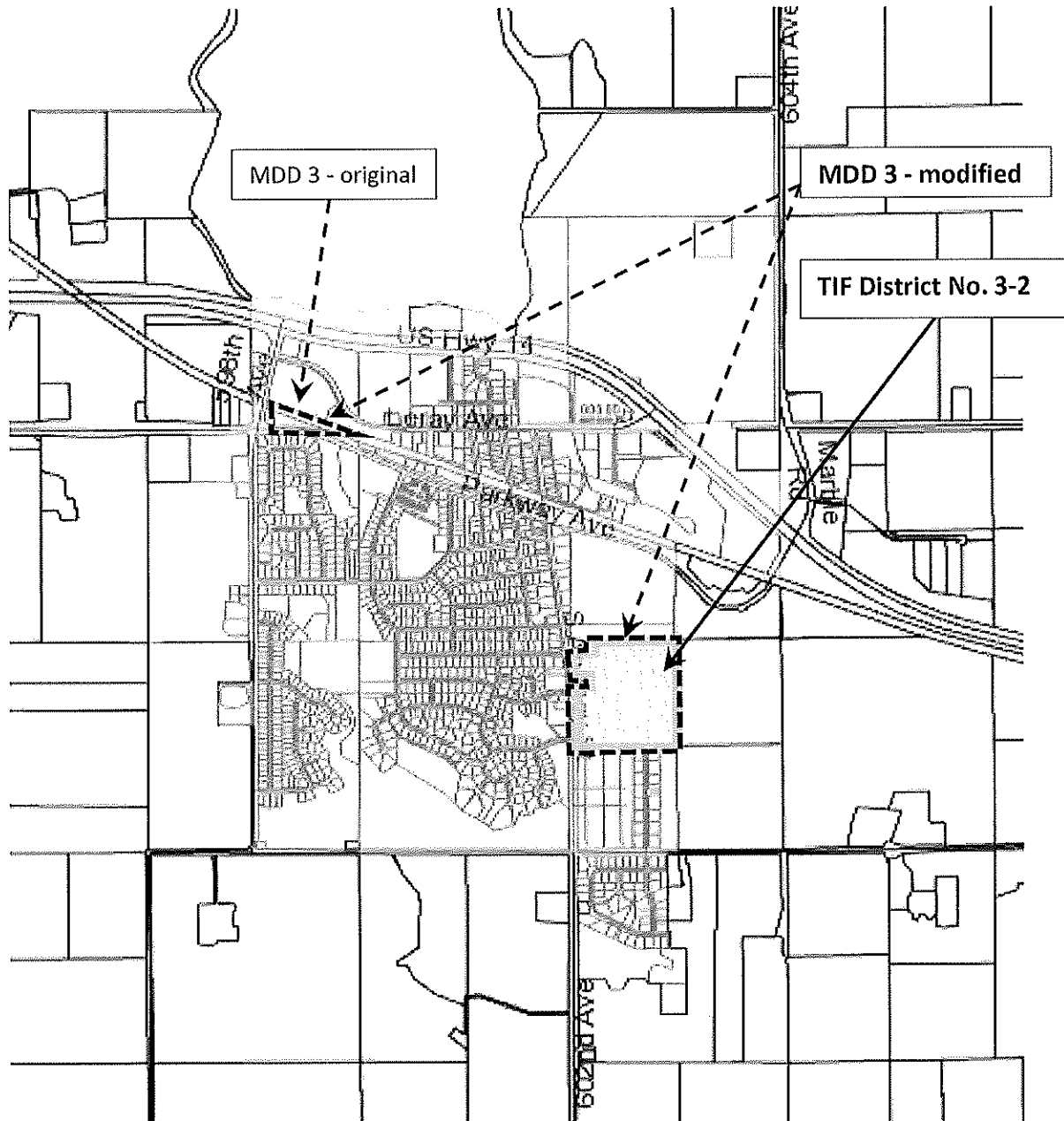
NOTICE OF PUBLIC HEARING

ON THE MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 3, THE ADOPTION OF A MODIFIED DEVELOPMENT PROGRAM RELATING THERETO, THE CREATION OF TAX INCREMENT FINANCING DISTRICT NO. 3-2 THEREIN, AND THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Eagle Lake, Blue Earth County, Minnesota, will hold a public hearing on Monday, April 4, 2022, at 7:00 p.m., at the Eagle Lake City Hall, 705 Parkway Avenue, in the City of Eagle Lake, Minnesota, relating to (a) the proposed modification of Municipal Development District No. 3, (b) the proposed adoption of the modified development program relating thereto, (c) the proposed creation of Tax Increment Financing District No. 3-2 located therein, and (d) the proposed adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota TIF Statutes, Sections 469.124 to 469.134 and 469.174 to 469.1794, inclusive, as amended (the "Act").

Copies of the Tax Increment Financing Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Administrator at City Hall.

The property included in Tax Increment Financing District No.3-2 is described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the proposed Tax Increment Financing District 3-2 is set forth below:



Municipal Development District No. 3 is being enlarged to include TIF District No. 3-2

All interested persons may appear at the hearing and present their view orally or in writing.

BY ORDER OF THE CITY COUNCIL
/s/ Jennifer Bromeland
City Administrator

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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: TIF District 3-2

A public hearing has been scheduled for 7:00 p.m. on the modification of municipal development district no. 3, the adoption of a modified development program, the creation of tax increment financing district no. 3-2, and the adoption of a related tax increment financing plan. Shannon Sweeney with David Drown Associates will attend the public hearing and meeting to discuss Tax Increment Financing (TIF) District 3-2 in more detail and answer any questions that you or the public may have.

Attached is a cover letter from Mr. Sweeney, Resolution No. 2022-21, and a Draft TIF Plan.


Troy Schrom of Schrom Construction has been working on the development of a rental housing project within the City of Eagle Lake. The name of the development is Fox Meadow Townhomes, LLC. At this time, TIF is being requested for Phase I of the project, which will include 64-units. Once Phase I is complete and the developer is ready to commence Phase II, the developer will need to again demonstrate the financial need, and a new TIF agreement would need to be authorized by the City Council.

The term of TIF assistance is 13-years. Income restrictions go away once the subsidy is completed (duration of TIF agreement). If the developer asks for additional TIF for subsequent phases, the income restrictions will need to remain in place for the entire project until the Phase II TIF agreement has expired.

It should be noted that execution of the TIF agreement will not take place until after a development agreement addressing zoning, construction, and related issues authorized by the City Council has been approved and executed (see #7 of the attached resolution). City staff and the developer have been in communication regarding proposed terms of a development agreement. The developer must also complete the mandatory EAW process to commence construction.

Discussion should ensue.

A motion is necessary to adopt Resolution No. 2022-21.


Jennifer J. Bromeland
City Administrator



March 30, 2022

City of Eagle Lake
Attn: Jennifer Bromeland, City Administrator
P.O. Box 159
Eagle Lake, MN 56024

RE: Tax Increment Financing District 3-2

Honorable Mayor, Council Members, and Administrator Bromeland:

Troy Schrom of Schrom Construction has been working on the development of a rental housing project within the City of Eagle Lake. Schrom has requested tax increment financing assistance for the proposed Phase 1 project that consists of 64-units.

Tax Increment Financing or TIF is a tool that captures new property taxes that are generated as a result of new development that occurs within the boundaries of a designated TIF District. For the proposed housing project, this capture period can extend for up to 26-years. Schrom has requested that the City reimburse 90% of the captured tax increment for a term of 13-years which we would expect to start with taxes payable 2025.

A housing tax increment financing district requires the implementation of certain income restrictions for rental housing projects which in this instance would include the following:

- (a) *At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and*
- (b) *The limits described in clause (a) must be satisfied through the Termination Date. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.*

A public hearing is required as part of the process for implementing the proposed tax increment financing district, and the hearing for this project has been scheduled for April 4, 2022. The purpose of the public hearing will be to receive public comment regarding the creation of the proposed tax increment district.

Copies of the tax increment plan have been distributed to Blue Earth County and the School District No. 77 in advance of the public hearing. Following the public hearing the City Council will be asked to consider a resolution adopting a tax increment plan and authorizing the execution of a development agreement (documents attached).

A summary of the terms in the development agreement includes the following:

The City will agree to the following:

1. The City Council shall create TIF District 3-2 (housing district) for the purpose of providing tax increment financing assistance for 13-years. The assistance shall; 1) Commence with taxes payable 2025; and 2) Consist of 90% of the available increment; and 3) Said assistance shall not exceed \$802,969. No interest will be paid on the tax increment financing note.
2. Eligible costs for reimbursement will include landscaping, footings, foundations, grading, engineering, survey, environmental testing, soil borings, site preparation, utilities, storm water

ponding, outdoor lighting, onsite road, curb, gutter, driveway, sidewalk, streetscape improvements and parking.

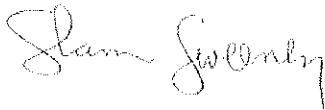
Schrom will agree to the following:

1. Start construction by August 1, 2022, and substantially complete construction of the phase 1 project on the development property by January 1, 2023. Said project is to be constructed according to plans and specifications that are approved by the City of Eagle Lake.
2. Make all property tax and public utility payments on time and in full.
3. Agree to meet income restrictions for housing tax increment financing districts and report January 1 and July 1 each year on the form provided on Exhibit D of the agreement.

Enclosed for council consideration following the public hearing is a draft resolution providing for the adoption of the tax increment financing plan for TIF District 3-2 and authorizes the execution of a development agreement providing specific terms for tax increment financing assistance.

Please feel free to contact me if I can be of any assistance in answering questions regarding the information provided. Thank you for your time and consideration.

Sincerely,



Shannon Sweeney
David Drown Associates, Inc.

**EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY
OF EAGLE LAKE, MINNESOTA**

HELD: April 4, 2022

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Eagle Lake, Blue Earth County, Minnesota, was duly called and held on the 4th day of April, 2022, at 6:00 p.m.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION #2022-21
APPROVING THE MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 3,
THE ADOPTION OF THE MODIFIED DEVELOPMENT PLAN RELATING THERETO,
THE CREATION OF TAX INCREMENT FINANCING DISTRICT NO. 3-2 THEREIN,
AND ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO

WHEREAS:

- A. It has been proposed that the City of Eagle Lake, Minnesota (the "City"), modify Municipal Development District No. 3 and the Development Program relating thereto, create Tax Increment Financing District No. 3-2 within Municipal Development District No. 3, and adopt a tax increment financing plan relating thereto, under the provisions of Minnesota Statutes, Sections 469.124 to 469.134 and 469.174 to 469.1794 (collectively, the "Act"); and
- B. The City of Eagle Lake has investigated the facts and has caused to be prepared the modified development program for Development District No. 3, and a tax increment financing plan for Tax Increment Financing District No. 3-2; and
- C. The City has performed all actions required by law to be performed prior to the modification of Development District No. 3, adoption of the modified Development Program relating thereto, creation of Tax Increment Financing District No. 3-2 within Municipal Development District No. 3 and the adoption of the tax increment financing plan relating thereto, including, but not limited to, notification of Blue Earth County and Mankato Area Public Schools, Independent School District 77, having taxing jurisdiction over the property to be included in Tax Increment Financing District No. 3-2, and the holding of a public hearing upon published notice as required by law.

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

1. Development District No. 3 and Tax Increment Financing District No. 3-2 within Municipal Development District No. 3. The City hereby approves the modification of Development District No. 3 and the adoption of the modified Development Program relating thereto and the establishment of Tax Increment Financing District No. 3-2 within Municipal Development

District No. 3, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.

2. Tax Increment Financing Plan. The Tax Increment Financing Plan is adopted as the tax increment financing plan for Tax Increment Financing District No. 3-2, and the City Council makes the following findings;

- (a) Tax Increment Financing District No. 3-2 is a housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11;

Criteria for this type of district is described in Section 12 of the Tax Increment Financing Plan. The City will assure all development is in compliance with income limits.

- (b) The proposed development, in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 3-2 permitted by the Tax Increment Financing Plan.

The project developer has indicated that TIF assistance is necessary to control certain development costs such that unit rents can be maintained at affordable levels. Without assistance, the developer believes that required rents will exceed affordable levels and the project will not be feasible.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis indicates that:

1. The increase in estimated market value of the proposed development is \$9,319,900; and
 2. The present value of expected tax increments collected over the maximum duration of the TIF District is \$1,610,767; and
 3. The expected increased estimated market value of the site without the use of tax increment is \$750,000.
- (c) The Tax Increment Financing Plan for Tax Increment Financing District No. 3-2 conforms to the general plan for development or redevelopment of the City of Eagle Lake as a whole.

The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.

- (d) The Tax Increment Financing Plan will afford maximum opportunity, consistent with the sound needs of the City of Eagle Lake as a whole, for the development or redevelopment of Tax Increment Financing District No. 3-2 by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development by private enterprise can occur within Development District No. 3.

3. Public Purpose. The adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up to provide employment opportunities to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.

4. Authorization of Interfund Loan. The City has determined that it may pay for certain costs (the "Qualified Costs") identified in the Tax Increment Financing Plan which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from the tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):
 - (a) The City shall repay to the Fund from which Qualified Costs are initially paid, the principal amount of \$3,115,191 (or, if less, the amount actually paid from such fund) together with interest at 4.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota, Statutes, Section 270C.40, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.
 - (b) Principal and Interest on the Interfund Loan ("Payments") shall be paid semi-annually on each February 1 and August 1 commencing with the first February 1 or August 1 occurring after the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of the last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.
 - (c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding six (6) months with respect to the TIF District and remitted to the City by Blue Earth County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes, or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.
 - (d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.
 - (e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the city. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

5. Certification. The Auditor of Blue Earth County is requested to certify the original net tax capacity of Tax Increment Financing District No. 3-2 as described in the Tax Increment Financing Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within Tax Increment District No. 3-2 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.
6. Filing. The City Administrator is further authorized and directed to file a copy of the Tax Increment Financing Plan with the Commissioner of Revenue and the Office of the State Auditor.
7. Execution of Tax Increment Financing Agreement. The Mayor and City Administrator are hereby authorized to execute a Tax Increment Financing Agreement between the City of Eagle Lake and Fox Meadow Townhome, LLC after a Development Agreement addressing zoning, construction, and related issues is authorized for execution by the City Council.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF BLUE EARTH) SS
CITY OF EAGLE LAKE)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Eagle Lake, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the modification of Municipal Development District No. 3 and the establishment of Tax Increment Financing District No. 3-2 therein in the City.

WITNESS my hand this 4th day of April, 2022.

City Administrator

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DRAFT

City of Eagle Lake, Minnesota

Tax Increment Financing Plan for

Tax Increment Financing District No. 3-2

(Schrom Apartment Project)

To be Adopted: April 4, 2022



DDA

David Drown Associates, Inc.
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Modification of Development District No. 3

Background

On August 12, 2015 the City of Eagle Lake adopted the Development Program for Development District No. 3. The proposed modification is for the purpose of incorporating the projects proposed in Tax Increment Financing District No. 3-2. In order to accommodate the proposed project, the boundary of Development District No. 3 shall be amended as follows:

Boundaries of Development District No. 3

The boundary of Development District No. 3 is modified to include parcel number R121018400013. (See map in Exhibit 2).

Tax Increment Financing Plan for Tax Increment Financing District No. 3-2

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the the City of Eagle Lake, Minnesota.

"City" means the City of Eagle Lake, Minnesota.

"City Council" means the City Council of the City of Eagle Lake, Minnesota.

"County" means Blue Earth County, Minnesota.

"County Board" means the County Board of the County.

"Developer" means any person undertaking construction or renovation of taxable property within the Project Area including Schrom Construction.

"Project" means the Development Program for Development District No. 3.

"Project Area" means the geographic area of the Project.

"Public Costs" means the costs of land acquisition, public and site improvements, repayment of debt service on tax increment bonds, and other eligible costs as set forth in the Development Program and Tax Increment Financing Plan(s).

"School District" means the Independent School District No. 77 in Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing District No. 3-2.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section 2 Statement of Need and Public Purpose

There is a need for new development within the corporate limits of the City to provide housing opportunities, to improve the tax base, and to improve the general economy of the state.

Section 3 Statutory Authorization

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

Section 4 Statement of Objectives

See the Development Program for Development District No. 3.

Section 5 Specific Development Expected to Occur in the TIF District

Schrom Construction is intending to construct rental housing units within the City. The proposed project will assist in meeting the demand for market rate and affordable rental housing. The first phase of the project is intended to include 64 units, with a subsequent phase that will include 40 units..

Section 6 Property to be Included in the TIF District

The TIF District includes a one tax parcel that is within the City of Eagle Lake. A map showing the location of the TIF District is provided in Exhibit 1, and the present parcel identification number and values are summarized in Exhibit 2.

The area encompassed by the TIF District shall also include all street rights-of-way and utility or drainage easements located upon or adjacent to the property described in Exhibits 1 and 2

Section 10 Property to be acquired in the TIF District

The Authority may reimburse itself or the developers for the purchase of any or all of the property located within the TIF District, and any such acquisition shall be considered authorized by this TIF Plan. Please see Exhibit 2 for a complete listing of parcels.

Section 11 Estimated Amount of Bonded Indebtedness

The Authority does not plan to provide TIF assistance through the issuance of bonds. However, the Authority reserves the right to issue G.O. TIF bonds of which tax increments will be responsible for the repayment of an amount not to exceed \$1,500,000 in principal and \$250,000 in interest. M.S. 475.58 Subd. 1 allows for the issuance of bonds that have a principal amount of up to 5 times the amount to be paid with tax increment.

Interfund Loans, including a negative balance in the TIF fund, must be authorized by resolution of the entity advancing the loan, within 60 days of the date money is transferred, advanced or spent. The resolution must include the terms and conditions for repayment of the loan to include, at a minimum, the principal amount of the loan, the interest rate and the maximum term. The interest rate to be charged on internal loans shall be 4% based upon the limit of the greater of the rates specified under Minnesota Statutes 270C.40 or 549.09 as of the date this Plan is approved. Terms may be modified or amended by the entity before the latest decertification of any District from which the advance or loan is to be repaid.

Section 12 Designation of TIF District as a Housing District (*not qualified*)

The Tax Increment District qualifies as a housing district. A housing district is a type of tax increment financing district which consists of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined by federal, state and sometimes local legislation. A housing district may contain and provide assistance to commercial, retail, or other nonresidential uses, as long as the square footage of these uses does not exceed 20% of the total square footage of buildings in the TIF District.

Housing districts are subject to various income limitations. For owner occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code. Generally, the initial occupants must have incomes of 100% or less of statewide median income for families of two or less, and 115% of statewide median income for families of three or more.

For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. This requires that at least 40% of the units are rented to families with incomes at or below 60% of county median income, or 20% of the units rented to families with incomes at or below 50% of county median income, adjusted for family size. These requirements apply for the life of the District.

The Authority will assure housing development within the District meets the above criteria. The Authority reserves the right, however, to remove property from the TIF District to accommodate proposed housing development(s) which do not meet these criteria.

Section 13 Original Net Tax Capacity

The County Auditor shall certify the Original Net Tax Capacity of the TIF District, which will be the total Net Tax Capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 1, 2021 for taxes payable in 2022 is estimated to be \$308,100. The Original Net Tax Capacity of the TIF District will be approximately \$3,081.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

1. changes in the tax-exempt status of property;
2. reductions or enlargements of the geographic area of the TIF District;
3. changes due to stipulation agreements or abatements; or
4. changes in classification rates.

Section 14 Original Local Tax Rate

The County Auditor will also certify the Original Tax Capacity Rate of the TIF District. This rate is the sum of all local tax rates that apply to property in the TIF District. This rate must match the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Tax Capacity Rate of the TIF District. The sum of all local tax rates that apply to property in the TIF District for taxes payable in 2021 is **100.84%**. The final Original Local Tax Rate may be higher or lower than this value.

<u>Taxing Jurisdiction</u>	<u>Payable 2021 Tax Rate</u>
City of Eagle Lake	36.76%
Blue Earth County	42.45%
ISD # 77	21.45%
Other	.18%
Total	100.84%

The State property tax on commercial, industrial and certain other property classes is not captured by the TIF District. However, this state property tax does not apply to most residential property. That portion of the school district’s property tax attributed to operating expenses is also not captured as tax increment.

Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment

Each year the County Auditor will determine the current Net Tax Capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference is known as the Captured Net Tax Capacity of the TIF District. It is the Authority’s intention to retain 100% of the Captured Net Tax Capacity of the TIF District. Such amount shall be known as the Retained Captured Net Tax Capacity of the TIF District. Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

Section 16 Statutory Duration of the TIF District

Housing districts may remain in existence through the end of the 25th year following receipt of the first tax increment, resulting in 26 TIF collections. The Authority anticipates that the TIF District will receive the first increment payment in 2025. The District is expected to remain in existence the maximum duration allowed by law (projected to be through 2050). Modifications of this plan (see Section 28) shall not extend these duration limits.

Section 17 Use of Tax Increments – Housing Districts

Tax increments derived from a housing district must be used solely to finance the costs of projects defined in Section 12. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the Authority may be included in the cost of a housing project.

Section 18 Use of Tax Increments – General

Each year the county treasurer will deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

1. pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 22);
2. pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;
3. accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
4. pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
5. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both County Boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment cannot be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or Federal government. This prohibition does not apply to the construction or renovation of a parking structure, a common area used as a public park, or a facility used for social, recreational, or conference purposes and not primarily for conducting the business of the community.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section 19 “Green Acres”

A TIF District may NOT include parcels that qualified as “green acres” in any of the five (5) years preceding the request for certification, unless 85% of development in the district is restricted to qualified manufacturing or distribution facilities directly related to production of tangible personal property and paying at least 90% of its employees wages equal to or greater than 160% of the federal minimum wage, or the development in the district is a qualified housing project.

Section 20 4-Year Knock-Down Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

Section 21 Tax Increment Pooling – 5-year Rule

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District. No more than 20% of the tax increments may be spent on costs outside of the TIF District, but within the boundaries of the Project Area. All administrative expenses are considered to have been spent outside of the TIF District. Revenues derived from tax increments

paid by properties in the district are considered to have been spent within the TIF District if such amounts are:

1. actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
2. used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
3. used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority also elects the option provided by M.S. 469.1763 to increase the amount of expenditures permitted outside the District by up to an additional 10%. However, these expenditures are limited to assisting housing which meets the requirements of a low income housing building defined under section 42(c) of the Internal Revenue Code.

The Authority expects that a portion of tax increments may be used for housing expenses elsewhere within the boundaries of Redevelopment Project No. 1.

Section 22 Excess Tax Increment

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. Excess increments may only be used to:

1. prepay any outstanding tax increment Bonds;
2. discharge the pledge of tax increments on any outstanding Bonds;
3. pay amounts into an escrow account dedicated to the payment of any outstanding Bonds; or
4. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Allocation of excess increments must be completed by September 31st in the year following the year in which the excess increments were generated

Section 23 Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

1. amounts paid for the purchase of land;
2. amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
3. relocation benefits paid to, or services provided for, persons or businesses located within the TIF District; or
4. amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increment expenditures of the project.

Section 24 Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of

the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the Net Tax Capacity of each improvement for which a building permit was issued.

Section 25 Development Agreements

If more than 10% of the acreage of a project (which contains an economic development district) is to be acquired by the Authority with proceeds from tax increment bonds then, prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

Section 26 Exempt from Business Subsidy Laws

Minnesota Statutes 116J.991 requires an Authority providing a business with a subsidy worth \$25,000 to complete a subsidy approval process. Housing assistance, however, is exempt from the requirements.

Section 27 Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District. The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable.

The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

Section 28 Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

1. the only modification is elimination of parcels from the Project Area or the TIF District; and
2. the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section 29 Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority must submit a copy of such plan to the State Auditor's Office and the Department of Revenue. The Authority must also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority must submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority must also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County will distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF

Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

1. Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
2. If the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
3. Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - a. the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply;
 - b. the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
 - c. if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

Section 30 Financial Reporting and Disclosure Requirements

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

1. Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
 - a. tax increment received and expended in that year
 - b. Original Net Tax Capacity
 - c. captured Net Tax Capacity
 - d. amount of outstanding bonded indebtedness
 - e. increments paid to other government bodies
 - f. administrative costs
 - g. increments paid directly or indirectly outside of the district
 - h. if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, and the municipality.

2. Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, and the governing body of the municipality, if the municipality is not also the authority.

Section 31 Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

1. The TIF District qualifies as a housing district;

See Section 12 of this document for the reasons and facts supporting this finding.

2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The project developer has indicated that TIF assistance is necessary to control certain development costs such that unit rents can be maintained at affordable levels. Without assistance, the developer believes that required rents will exceed affordable levels and the project will not be feasible.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included as Exhibit 5, indicates that:

- a. The increase in estimated market value of the proposed developments is \$9,319,900; and
 - b. The present value of expected tax increments collected over the maximum duration of the TIF District is \$1,610,767; and
 - c. The expected increased estimated market value of the site without the use of tax increment is \$750,000, assuming the land is developed for a single-family residential purpose.
3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.

The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.
 4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.

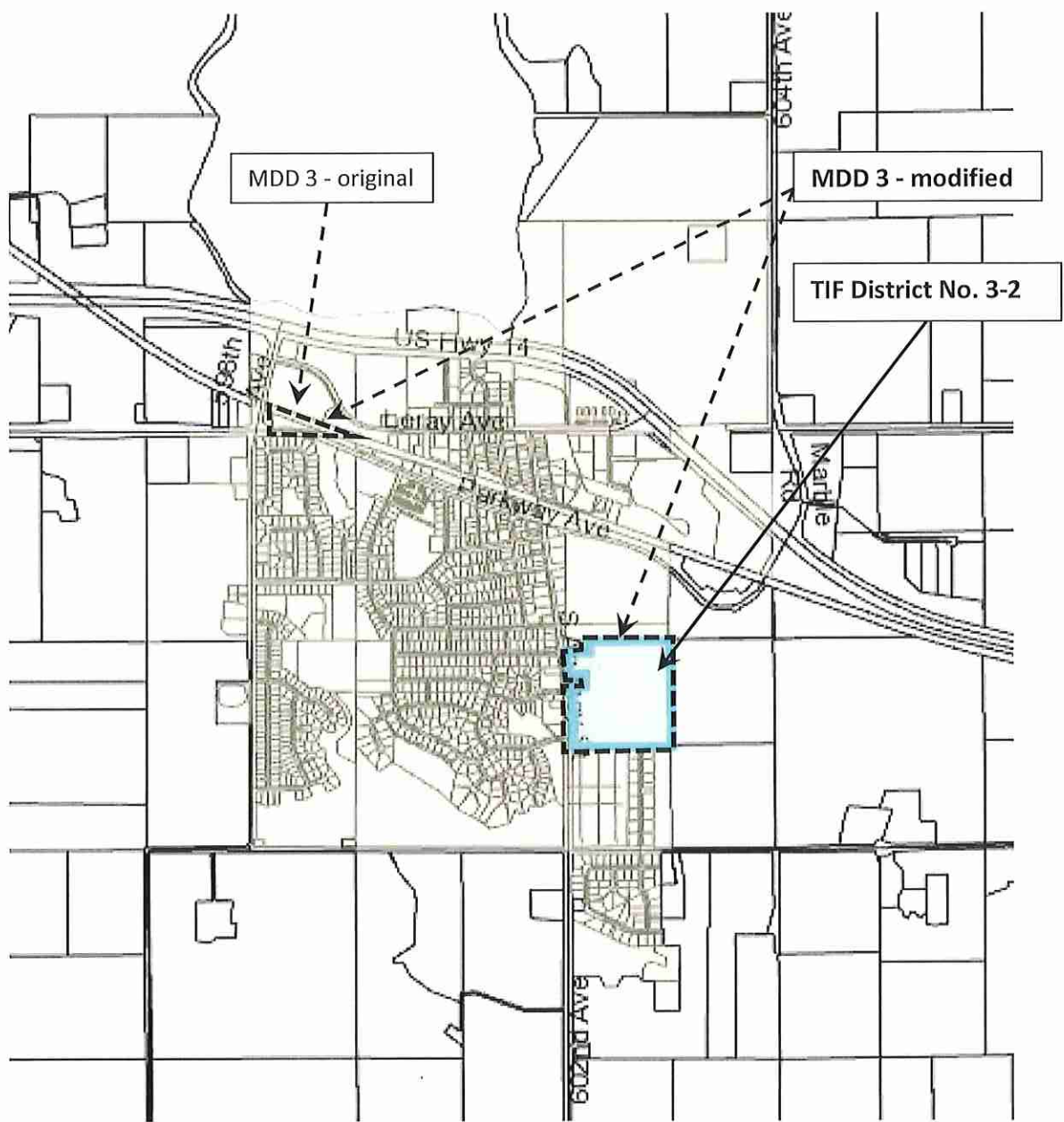
The reasons and facts supporting this finding are that the development activities are necessary so that development by private enterprise can occur within Development District No. 3.

Exhibits

Map of Financing District and Project Area.....	Exhibit 1
Parcels and Valuations.....	Exhibit 2
Tax Increment Projections	Exhibit 3
Statement of Fiscal and Economic Impacts.....	Exhibit 4
Market Value Analysis.....	Exhibit 5

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Eagle Lake, Minnesota
Tax Increment Financing District No. 3-2



Municipal Development District No. 3 is being enlarged to include TIF District No. 3-2

Exhibit 1

**City of Eagle Lake
TIF Projection**

Parcels and Valuations

Tax ID #	Owner	2021/2022 Valuations		
		Land	Building	Total Tax Capacity
R121018400013	D Foley Trust	308,100	-	308,100
		308,100	-	308,100
				3,081 Ag

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City of Eagle Lake

Tax Increment Projection - 104 Unit Multi-Family Project

Valuations & Projected Increases

Original Values	Market Value	Tax Capacity
	308,100	3,081
Increased Value: Phase 1 Multi-Family	5,713,000	71,413
Phase 2 Multi-Family	3,606,900	45,086

Tax Rate Assumptions:

	2021 Rate
City of Eagle Lake	36.76%
Blue Earth County	42.45%
School District	21.45%
Other	0.18%
	100.84%

Projected Tax Increment

Payable Year	Original Tax Capacity	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	Adjustments		TOTAL NET REVENUES
								10.00% Admin. Retainage	0.36% State Auditor's Deduction	
2023	3,081	3,081	-	-	-	100.84%	-	-	-	-
2024	3,081	3,081	-	-	-	100.84%	-	-	-	-
2025	3,081	71,413	68,332	-	68,332	100.84%	68,905	6,891	248	61,767
2026	3,081	71,413	68,332	-	68,332	100.84%	68,905	6,891	248	61,767
2027	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2028	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2029	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2030	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2031	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2032	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2033	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2034	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2035	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2036	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2037	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2038	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2039	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2040	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2041	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2042	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2043	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2044	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2045	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2046	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2047	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2048	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2049	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
2050	3,081	116,499	113,418	-	113,418	100.84%	114,370	11,437	412	102,522
							2,862,702	288,270	10,378	2,584,054

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**City of Eagle Lake
Proposed TIF District 3-2**

STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT

Taxing Jurisdiction	Without TIF District			With TIF District				Hypothetical Decrease in Tax Rate
	2021 Taxable Net Tax Capacity ⁽¹⁾	2021 Local Tax Rate	2021 Taxable Net Tax Capacity ⁽¹⁾	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	
City of Eagle Lake	2,208,431	36.76%	2,208,431	113,418	41,688	2,321,849	34.961%	1.795%
Blue Earth County	93,097,972	42.45%	93,097,972	113,418	48,149	93,211,390	42.401%	0.052%
School District	77,526,906	21.45%	77,526,906	113,418	24,333	77,640,324	21.423%	0.031%
Other ⁽²⁾	---	---	---	---	---	---	---	---
Totals					114,170		98.785%	1.878%

Statement #1: If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

Statement #2: As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

Statement #3: The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$2,882,702.

Statement #4: A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$1,050,740 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

Statement #5: The estimated amount of increment attributed to the school tax levy and captured as a result of the creation of this TIF District is \$613,303.

Statement #6: The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$1,213,599.

⁽¹⁾ Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

⁽²⁾ The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

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City of Eagle Lake

Market Value Analysis - Proposed TIF District 3-2

Market Value Analysis

Increased Market Value of Site	\$	9,319,900
Less Present Value of TIF Revenues	\$	<u>1,610,767</u>
	\$	7,709,133
Estimated Increased Site Value w/out TIF	\$	<u>750,000</u>
Net Value Increase	\$	6,959,133

Present Value of Tax Increments

Calculation Date	3/23/2022
Present Value Factor	4.00%

#	Year	Gross Tax Increment	Present Value
1	2023	-	-
2	2024	-	-
3	2025	68,905	61,257
4	2026	68,905	58,901
5	2027	114,370	94,004
6	2028	114,370	90,389
7	2029	114,370	86,912
8	2030	114,370	83,569
9	2031	114,370	80,355
10	2032	114,370	77,265
11	2033	114,370	74,293
12	2034	114,370	71,435
13	2035	114,370	68,688
14	2036	114,370	66,046
15	2037	114,370	63,506
16	2038	114,370	61,063
17	2039	114,370	58,715
18	2040	114,370	56,456
19	2041	114,370	54,285
20	2042	114,370	52,197
21	2043	114,370	50,190
22	2044	114,370	48,259
23	2045	114,370	46,403
24	2046	114,370	44,618
25	2047	114,370	42,902
26	2048	114,370	41,252
27	2049	114,370	39,666
28	2050	114,370	38,140
		<u>2,882,702</u>	<u>1,610,767</u>

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF EAGLE LAKE, MINNESOTA

AND

FOX MEADOW TOWNHOME, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
Professional Association
2200 IDS Center, 80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2022, by and between the City of Eagle Lake, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Fox Meadow Townhome, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Development District No. 3 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing District No. 3-2 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

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

ARTICLE I.

DEFINITIONS

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

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

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Eagle Lake, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Blue Earth County, Minnesota;

Developer means the Fox Meadow Townhome, LLC, a Minnesota limited liability company and its successors and assigns;

Development District means the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

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

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection review and analysis of the development proposed under this Agreement with the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2025, and each February 1 and August 1 of each year thereafter to and including February 1, 2038; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of a 64-unit multifamily rental project on the Development Property in the City;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 3-2, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on April 4, 2021, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2038, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Schrom Apartment Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

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

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

(2) Based on the representation of the Developer set forth in Section 3.4 below, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements, incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

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

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

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

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

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(7) Construction shall begin by August 1, 2022 and the construction of the Project will be substantially completed on or before January 1, 2023, subject to Unavoidable Delays.

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

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property and Site Improvements. The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of acquiring the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$802,969, or (b) the actual costs of acquisition of the Development Property and construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for the costs of the acquisition of the Development Property and the construction of the Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (i) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and that the Developer has incurred and paid all costs of the acquisition of the Development Property, as described in and limited by Section 3.1, and (2) and shall have submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(3) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at

that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(b) hereof.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2025, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six (6) months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each of qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property

acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the market value as determined by the Blue Earth County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement.
The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.7 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses in excess of the initial deposit of \$10,000 paid to the City by the Developer if requested by the City.

ARTICLE IV.

EVENTS OF DEFAULT

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

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

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

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

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

(5) If the Developer shall

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

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

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

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

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

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

(2) The City may cancel and rescind the Agreement and the TIF Note.

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

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

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

Section 4.5 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a

"housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

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

ARTICLE V.

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer in the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note.

ARTICLE VI.

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing project and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Fox Meadow Townhome, LLC
Attention: _____
705 Parkway Avenue
Eagle Lake, MN 56024

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

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

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 6.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

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

CITY OF EAGLE LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Eagle Lake and Fox Meadow Townhome, LLC.

Fox Meadow Townhome, LLC

By _____

Its _____

This is a signature page to the Development Agreement by and between the City of Eagle Lake and Fox Meadow Townhome, LLC.

EXHIBIT A

Description of Development Property

The legal description or parcel identification number(s) of development property, located in the City of Eagle Lake, Blue Earth County, Minnesota are as follows:

R121018400013

EXHIBIT B

Form of TIF Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF EAGLE LAKE

TAX INCREMENT REVENUE NOTE
(SCHROM APARTMENT PROJECT)

The City of Eagle Lake, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Fox Meadow Townhome, LLC, a Minnesota limited liability company, individually (the "Developer" or the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$802,969 as provided in that certain Development Agreement, dated as of _____, 2022, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable on August 1, 2025, and on each February 1 and August 1 thereafter to and including February 1, 2038, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") derived from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District No. 3-2 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development

Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Eagle Lake, Minnesota and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Eagle Lake, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 202__.

Administrator

Mayor

DO NOT EXECUTE UNTIL A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND PAID INVOICES FOR THE SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Fox Meadow Townhome, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF CITY
ADMINISTRATOR

Fox Meadow Townhome, LLC
Attn: _____
705 Parkway Avenue
Eagle Lake, MN 56204

EXHIBIT C

Site Improvements

Landscaping, including irrigation

Foundations and Footings

Grading/earthwork

Engineering

Survey

Environmental Testing

Soil Borings

Site Preparation

Onsite Utilities

Storm Water/Ponding

Outdoor Lighting

Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements

Parking

EXHIBIT D

Compliance Certificate

The undersigned Fox Meadow Townhome, LLC, does hereby certify that as of the date of this Certificate and for the previous six (6) months prior to the execution of this Certificate not less than 20% of the residential units in the Schrom Apartment Project located at _____ in Eagle Lake, Minnesota (the "Project") were occupied by individuals whose income is 50% or less of the Blue Earth County median income.

Dated this ____ day of _____, 202__.

Fox Meadow Townhome, LLC

By _____

Its _____

[Attach income verification required by Section 3.4.]



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

April 4, 2022

To: Honorable Mayor Auringer and City Council
 From: Jennifer J. Bromeland, City Administrator
 Re: LJP Waste Solutions - Spring Cleanup and Fuel Surcharge

Jesse Samuelson, Director of Business Development with LJP Waste Solutions, was asked to attend this evening's meeting to discuss concerns with the spring cleanup change and the fuel surcharge notice that was received at City Hall.

Spring Cleanup. City staff shared with Mr. Samuelson that a comment was received on the City of Eagle Lake Facebook page asking about residents that are disabled and unable get their items to the drop off location. Mr. Samuelson responded that LJP Waste Solutions will coordinate pickup of items for residents that are disabled and who have no other means to get their items to the drop off location. Residents who have a disability which prevents them from getting their items to the drop off location will need to contact City Hall so that a pickup time can be coordinated with LJP Waste Solutions. A response was posted to the comment on the City's Facebook page asking the resident to contact City Hall but to date no response has been received. Information will be included in the Spring City Newsletter.

Other cities were contacted to learn more about spring cleanups held around the area. Below is some information collected.

CITY	HAULER	CLEANUP
Janesville	Waste Management	Central Drop Off Location in 2022; Only holds a curbside cleanup every couple of years due to cost involved.
Madison Lake	LJP Waste Solutions	Central Drop Off Location in 2022; In years past, cleanup has been curbside.
Lake Crystal	LJP Waste Solutions	Does not offer a cleanup.
St. Peter	LJP Waste Solutions	Does not offer a cleanup.
North Mankato	West Central Sanitation	Curbside in 2022; During COVID, curbside was suspended- reinstating curbside this year.
Mankato (obtained info online)	West Central Sanitation	Drop Off Location

West Central declined offering this service to Eagle Lake. Hansen Sanitary would offer a centralized drop off location (same as LJP) but not curbside in Eagle Lake. City staff had a

difficult time getting a response from Waste Management and was transferred from one department to another.

Here are some suggestions received from residents:

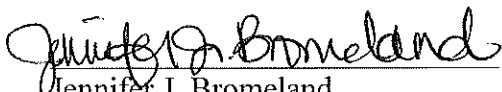
1. Give each resident a bag and let them fill it up with spring cleanup items for pickup with normal trash collection.
2. Have neighborhood dumpsters for a specific weekend.
3. Complete a curbside cleanup in increments by sectioning off the town.
4. Have the garbage trucks park at the entrance to the park so that vehicles don't have to drive into the park and turn around.

The above-listed suggestions were conveyed to Mr. Samuelson. He agreed that having the garbage trucks park at the entrance to the park so that vehicles don't have to drive in the parking lot and turn around will hopefully make the process more efficient. It was suggested that a city employee be on hand to assist with directing traffic.

An issue in 2020 during the spring cleanup was the long line of vehicles and vehicles blocking residential driveways along the 500 block of Linda Drive. One possible solution might be to have yard signs made to place along the west side of the 500 block of Linda Drive advising vehicles where not to park while waiting in line to prevent blocking driveways. The on-duty police officer would need to monitor for compliance and address any issues. Discussion should ensue if there is interest in yard signs being placed in this area during the cleanup.

The cost for the spring cleanup is based on a per ton charge for refuse delivered to Minnesota Waste Processing Company and charged to the refuse fund. The rate is subject to the CPIU increase schedule of price increases. Per LJP Waste Solutions, a fall cleanup was added a few years ago and charged by both tonnage and truck/labor. Because the cost of the spring cleanup is based on the tonnage of items disposed of, only residents are allowed to dispose of items. What you don't want to have happen is for the cleanup to be abused by people from outside of city limits bringing items for disposal or residents disposing of items that were hauled in from outside of city limits.

Fuel Surcharge. Attached is a fuel surcharge notice received from LJP Waste Solutions advising that a temporary fuel surcharge will be added to the City's account, effective March 1, 2022. LJP Waste Solutions indicates in their notice that the surcharge is based on the increase in fuel costs and that once fuel prices fall below \$3.50 a gallon, the surcharge will be removed. Per a review of the contract, there is no language referencing a fuel surcharge. Absent any language to this effect, the City may wish to refuse to pay the surcharge included on monthly invoices. Section 8 of the contract states that the contractor shall haul all refuse and recyclables at its own expense to the required disposal or recycling center. Legal counsel was contacted and advises that the City can refuse to pay fuel surcharge fees. Discussion should ensue.


Jennifer J. Bromeland
City Administrator



March 14, 2022

City of Eagle Lake
Attn. Jennifer Bromeland
705 Parkway Ave.
Eagle Lake, MN 56024

RE: Temporary Fuel Surcharge

This letter is a follow up to our need to implement a temporary fuel surcharge on your contract.

As you know the current unrest overseas is leading to an unprecedented increase in global fuel prices. In addition, the waste and recycling business is considered a very high user of fuel. To that end, it's imperative that we implement a temporary fuel surcharge on your account effective March 1, 2022. Per the conversation we will be adding a line item to your invoice with a fuel surcharge which will be based on the increase in our fuel expense to service your city. I have enclosed a sample of the fuel surcharge calculation for your review.

LJP values the partnership we have with the City of Eagle Lake, we absorbed the significant rise in fuel costs up to \$3.50 a gallon and will remove the surcharge when fuel prices fall below that level. Please feel free to contact myself if you have any questions.

Sincerely

Steve Metz, CEO

cc: Jesse Samuelson, LJP Waste Solutions

Fuel Surcharge Calculation

Municipality	Eagle Lake	
Average Hours/Month	86.6	
Average Fuel consumption/hour	4	
Fuel Gallons Used per month	346.4	
Base Fuel Price	\$ 3.50	
Current Fuel Price	\$ 4.65	https://www.eia.gov/petroleum/gasdiesel/
Fuel Surcharge Overage Calculation	\$ 398.36	

PETROLEUM & OTHER LIQUIDS



OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Period:

Download Series History		Definitions, Sources & Notes								
Show Data By:									View History	
<input checked="" type="radio"/> Product	<input type="radio"/> Area	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22			
Gasoline - All Grades		3.103	3.217	3.270	3.129	3.171	3.416	1993-2022		
All Grades - Conventional Areas		3.058	3.172	3.223	3.081	3.127	3.365	1994-2022		
All Grades - Reformulated Areas		3.349	3.462	3.529	3.389	3.412	3.693	1994-2022		
Regular		3.044	3.158	3.211	3.069	3.112	3.357	1992-2022		
Conventional Areas		3.011	3.125	3.176	3.032	3.079	3.318	1992-2022		
Reformulated Areas		3.240	3.355	3.423	3.279	3.304	3.587	1994-2022		
Midgrade		3.369	3.478	3.534	3.403	3.439	3.685	1994-2022		
Conventional Areas		3.294	3.403	3.459	3.324	3.365	3.603	1994-2022		
Reformulated Areas		3.648	3.756	3.821	3.696	3.715	3.986	1994-2022		
Premium		3.736	3.841	3.898	3.774	3.810	4.049	1994-2022		
Conventional Areas		3.634	3.742	3.796	3.669	3.710	3.943	1994-2022		
Reformulated Areas		4.041	4.137	4.208	4.084	4.113	4.364	1994-2022		
Diesel (On-Highway) - All Types		3.296	3.554	3.624	3.505	3.594	3.891	1994-2022		
Ultra Low Sulfur (15 ppm and Under)		3.296	3.554	3.624	3.505	3.594	3.891	2007-2022		

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/7/2022

Next Release Date: 3/14/2022

PETROLEUM & OTHER LIQUIDS



OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Period:

Download Series History		Definitions, Sources & Notes								
Show Data By:		Area	2016	2017	2018	2019	2020	2021	View History	
Gasoline - All Grades		<input type="checkbox"/>	2.143	2.405	2.667	2.541	2.085	2.944	1993-2021	
All Grades - Conventional Areas		<input type="checkbox"/>	2.125	2.388	2.640	2.500	2.042	2.899	1994-2021	
All Grades - Reformulated Areas		<input type="checkbox"/>	2.258	2.516	2.816	2.764	2.321	3.189	1994-2021	
Regular		<input type="checkbox"/>	2.056	2.311	2.596	2.486	2.027	2.885	1992-2021	
Conventional Areas		<input type="checkbox"/>	2.041	2.297	2.577	2.456	1.995	2.852	1992-2021	
Reformulated Areas		<input type="checkbox"/>	2.150	2.401	2.708	2.661	2.214	3.083	1994-2021	
Midgrade		<input type="checkbox"/>	2.299	2.570	2.894	2.793	2.353	3.208	1994-2021	
Conventional Areas		<input type="checkbox"/>	2.274	2.547	2.848	2.720	2.283	3.135	1994-2021	
Reformulated Areas		<input type="checkbox"/>	2.459	2.722	3.075	3.060	2.608	3.478	1994-2021	
Premium		<input type="checkbox"/>	2.561	2.862	3.215	3.137	2.714	3.570	1994-2021	
Conventional Areas		<input type="checkbox"/>	2.530	2.831	3.152	3.041	2.616	3.473	1994-2021	
Reformulated Areas		<input type="checkbox"/>	2.763	3.060	3.435	3.423	2.998	3.861	1994-2021	
Diesel (On-Highway) - All Types		<input type="checkbox"/>	2.259	2.596	3.110	2.955	2.426	3.214	1994-2021	
Ultra Low Sulfur (15 ppm and Under)		<input type="checkbox"/>	2.259	2.596	3.110	2.955	2.426	3.214	2007-2021	

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 3, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/7/2022

Next Release Date: 3/14/2022

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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Third Party Review Proposals for Supplemental EAW

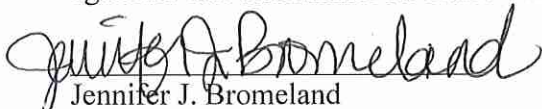
Attached are two proposals received for a Third-Party Review for the Supplemental EAW for the Mankato Motorsports Park Project.

Consultant	Total	Notes
Braun Intertec	\$12,915	
Houston Engineering	\$4,000	Completed 3 rd Party Review of original EAW
ISG	Declined submitting a proposal.	

A supplemental EAW was recently received from Bradford Development for the Mankato Motorsports Park Project. For purposes of providing background, following the City’s determination that an EIS was not warranted when the original EAW was reviewed, an appeal was filed by a group called CAMP “Citizens Against Motorsports Park, Michael Guentzel, and Erin Guentzel”. The matter was heard in the State of Minnesota Court of Appeals with the Court of Appeals reversing and remanding a new EIS determination on two issues - impacts to wildlife and climate change.

As was discussed at the March 7th meeting, a third-party review of the supplemental EAW is not mandatory, but having one completed would be consistent with how the original EAW was handled. **The developer is not required to pay for a third-party review and has recently expressed that while compensation from him for the second 3rd party review isn’t unjustified, he feels that an effort to share the expense could be an equitable alternative for all parties.** Discussion should ensue as to whether the City Council feels a third-party review is critical in determining whether the supplemental EAW sufficiently addresses the environmental concerns requiring further review and study as it relates to wildlife and climate change and whether the City is willing to cover all or any part of the expense.

If the City Council does not wish to move ahead with a third-party review, the City Council as the RGU will need to review and determine if the supplemental EAW is complete for distribution or if more information is needed. Once determined complete, the supplemental EAW will be submitted to the EQB and the process for notification and publication is started. This includes a review by the agencies listed in Minnesota Rules 4410.1500 as well as a public comment period.


Jennifer J. Bromeland
City Administrator



VIA Email: jbromeland@eaglelake.mn

March 18, 2022

City of Eagle Lake
Attn: Jennifer J. Bromeland
City Administrator
PO Bos 159
Eagle Lake, MN 56024

Subject: Third Party Review – City of Eagle Lake – Mankato Motorsports Supplemental EAW

Dear Ms. Bromeland,

Thank you for the opportunity to address the City of Eagle Lake's needs for a third-party review for the supplemental Environmental Assessment Worksheet (EAW) that was completed for the proposed Mankato Motorsports development. For the continuation of this project, Houston Engineering (HEI) understands:

- A mandatory EAW was prepared in 2020, which intended to provide descriptions of the project and provide information needed to determine if the proposed project will have significant environmental impacts necessary to determine if an environmental impact statement (EIS) is required.
- A Findings of Fact and Findings of No Significant Impact was issued by the City of Eagle Lake in April of 2020, which found that the project lacked significant environmental impacts, and that an Environmental Impact Statement was not required. Private residents appealed this decision.
- A court decision was issued on April 26, 2021 (State of Minnesota Court of Appeals A20-0952) that stated that additional investigations were required for several of the EAW items, including Wildlife and Cumulative Effects. A draft supplemental EAW has since been prepared by Bolton & Menk to address these items.

We have prepared a quote for third party review services of the supplemental EAW. **Attachment A** describes our proposed scope of work and provides an estimated compensation based on the scope of services.

Sincerely,

HOUSTON ENGINEERING, INC.

Emmy Baskerville
Environmental Scientist
Direct: 763.493.6669
ebaskerville@houstoneng.com

City of Eagle Lake – Supplemental EAW Third Party Review: Mankato Motorsports
March 18, 2022
Attachment A

ATTACHMENT A. PROPOSED SCOPE OF WORK

The following scope of work is intended to provide an estimate of the tasks required to review the supplemental EAW and assure the city has conducted appropriate due diligence prior to publication. These tasks are the minimum required steps to conduct the third-party review and additional work tasks may be required, as requested by the City. HEI will not begin any additional services without outlining the proposed tasks and receiving approval from the authorized representative of the City. Task 1 below describes HEI's proposed approach to analyze, assess and ultimately provide an objective third-party professional opinion on the completeness of the draft Supplemental EAW. HEI can also assist the city with the EAW process as it moves forward; proposing to review the project proposer's EAW response to any comments, EAW edits from public comments, and assist the RGU with decision documents as needed.

Task 1: Review of Court Decision documents and the Supplemental EAW

The initial step for this project involves reviewing the April 26, 2021 court decision document to understand what the court findings indicate was lacking from the original EAW.

Once the review is complete, we will review the supplemental EAW content and determine if the writers included sufficient information to address the court decision and data to an adequate standard, per guidance outlined in Minnesota Rules 4410.1200 for EAW Content.

Deliverables:

- A technical memo outlining our findings and recommendations of the Supplemental EAW.
- Participation in 1 (one) meeting with city representatives, city council etc, if necessary.

Estimated Compensation: \$4,000

TIME SCHEDULE

HEI can begin working on Task 1 immediately upon authorization from the city. We can complete the work and provide our findings and recommendations technical memorandum within four (4) weeks of the contract authorization. If additional tasks are requested, we can provide a scope of services and quote for those additional tasks, as necessary, as we work through the process with the city.

ESTIMATED COMPENSATION

The estimated fee for time-and-materials is commensurate with the HEI's current fee schedule.

AGREEMENT

HEI's receipt of this accepted proposal constitutes a contract between us and the City of Eagle Lake. We have enclosed *Houston Engineering, Inc. General Terms and Conditions* for reference.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

March 8, 2022

Proposal QTB154859

Jennifer Bromeland, City Administrator
City of Eagle Lake
705 Parkway Avenue, PO Box 159
Eagle Lake, MN 56024

Re: Proposal For Third Party Review
Supplemental Environmental Assessment Worksheet – Mankato Motorsports Park
Eagle Lake, Minnesota

Dear Ms. Bromeland:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal to provide technical support services to the City of Eagle Lake under their duties as the Responsible Government Unit (RGU) for the proposed Mankato Motorsports Park project.

Project Understanding

Based on the available information and recent email correspondence, it is our understanding that the proposed Mankato Motorsports project completed a mandatory EAW. On April 26, 2021, the Minnesota Court of Appeals remanded back to the City of Eagle Lake for a supplemental EAW, requiring a new determination on the need for an EIS. The project proposer's consultant provided a Supplemental EAW (dated February 15, 2022) to the City of Eagle Lake for review and a RGU decision.

Scope of Services

Braun Intertec will provide third party review of the Supplemental EAW, in accordance with the rules and intent of the guidelines set forth by the Minnesota Environmental Quality Board (EQB) (MN Rules Part 4410.0200 to 4410.7500). We will provide a draft review document with our assessment, explanation of the substantive factual comments and concerns, and recommendations. Draft responses will be forwarded to City staff for review and comment prior to scheduling one virtual meeting to discuss the findings of our review and final revisions (if any). For this task, Braun Intertec anticipates one round of comment responses.

Braun Intertec will also assist the City (as requested) in reviewing draft documents, including meeting minutes, Decision Documents, Findings of Facts. It is our understanding that this scope of work does not include Braun Intertec staff resources for RGU assistance in preparing the required RGU paperwork, facilitating the public noticing process, responding to public comments received, or EAW approval process.

Schedule

Based on Braun Intertec's current schedule, we will be able to begin the Scope of Services within one week of our receipt of written authorization. The remainder of the project schedule will be established after initial discussions with City staff during Task 1.

Cost Estimate

Braun Intertec will furnish the services described herein on an hourly, time and materials basis. Based on our current understanding of the proposed project and the assumptions stated in this proposal, we estimate the total cost to perform the Scope of Services described above will not exceed \$12,915. A detailed cost breakdown per task, is as follows:

Task	Estimated Costs
Task 1. EAW File Review	\$ 3,851
Task 2. Supplemental EAW Findings	7,231
Task 3. RGU Assistance	1,833
Total Estimated Cost	\$12,915

All tasks costs include project management and printing expenses. Project management tasks include general phone and email correspondence, project task and budget tracking, management of staff, up to two (2) virtual project meetings.

Additional costs may be incurred for non-scope items, such as meetings with agencies or stakeholder groups. If such a need arises, Braun Intertec will provide a separate scope of work and cost estimate for these efforts.

For the purposes of this proposal, it is our assumption that any relevant field work or supporting technical studies (i.e., biological surveys, air emissions modeling or risk analysis, storm water design, traffic study, and site planning work, etc.) will not be required to be performed or will be performed by others not under contract to Braun Intertec and is therefore outside the present scope of services, as the need for some of this field work cannot always be known until after the work has begun. Should any of these studies become warranted, we will contact you immediately and discuss how you wish to proceed. We also here assume that the project will not require any federal permits or receive and federal money that would trigger implementation of federal Section 106 requirements or separate federal NEPA processing.

General Remarks

Braun Intertec appreciates the opportunity to present this proposal. It is being sent in an electronic version only. Please return a signed copy of the proposal in its entirety.

The Cost Estimate presented in this proposal assumes that the proposal will be authorized within 30 days. If the project is not authorized within 30 days and that others will not delay us beyond our proposed schedule. Should revisions to the proposed scope be required, we will contact you and obtain additional authorization.

We include the Braun Intertec General Conditions, which provide additional terms and are part of our agreement.

We appreciate the opportunity to provide professional services for you on this project. If you have questions regarding the content of this proposal, please contact Travis Fristed at 952.500.1180 or TFristed@braunintertec.com

Sincerely,

BRAUN INTERTEC CORPORATION



Travis Fristed, PWS
Group Manager, Principal Scientist

Kelly Garvey
Senior Scientist

Attachments:
General Conditions – (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, removal, hauling or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



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

March 7, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Request for Annexation - Parcel R430912400006

A letter was sent to the two properties just west of 800 and 804 Parkway Avenue advising of the upcoming utility extension project planned for the summer of 2022 and asking if there was an interest in connecting to City sewer and water. One of the two properties located in this area responded (Roger and Marilyn Barnes) and met with City staff and Bolton and Menk to discuss the process involved with connecting to City sewer and water. Following that meeting, a request for annexation was received (see attached).

Per City staff's research, there is no formal petition form required in this situation. All that is needed is a request from the property owners to be annexed into city limits. Now that a request has been received, the City Council should review. If there is interest in annexing in this parcel, a joint resolution would be presented and need to be approved by both the City of Eagle Lake and Mankato Township. There is no requirement for a public hearing or notice to nearby properties in this area. Once the joint resolution has been adopted by both the City and Township, it will be forwarded to the Office of Administrative Hearings (OAH) and an order issued within 30 days.

The fee to be annexed into City limits is \$500. The property owner has been invoiced. In addition, once annexed and sewer and water are available, there will be a \$400 sewer connection fee and a \$500 water connection fee.

Discussion should ensue.


Jennifer J. Bromeland
City Administrator

Request for Annexation
R43.09.12.400.006

Jennifer Bromeland

From: Marlene Barnes <marlene@c21landmarkrealtors.com>
Sent: Wednesday, March 23, 2022 11:46 AM
To: Jennifer Bromeland
Subject: Re: Annexation

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

Hi Jennifer,

We have decided to request our property PIN R43.09.12.400.006 at 59758 216th St. Eagle Lake, MN 56024 to be annexed into the City of Eagle Lake for the purpose of hooking up water, sewer and garbage. The home has been used previously by family members, but would be rented to an adult and 3 children.

Since we have had no rental inspections done in the past, we would like to have your rental inspector come and make sure it is in compliance and what type of rental it will be.

I look forward to hearing from you.

Roger and Marilyn Barnes

From: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Sent: Wednesday, March 23, 2022 11:27 AM
To: Marlene Barnes <marlene@c21landmarkrealtors.com>
Subject: Annexation

Hi Marlene,

This email is a follow-up to our phone call yesterday about paperwork required for annexation, if you choose to pursue being annexed into City limits. Per my research, there is no formal petition form required in this situation. All that is needed is a request in writing from you requesting annexation that includes the parcel number of the property to be annexed (R43.09.12.400.006), reason for annexation (to receive city utilities), acres (1), population of those on the parcel (number of persons residing or to reside on the parcel), and land use type of parcel to be annexed residential – rental). Once a request for annexation is received, I will forward to the City Council. If they are in support of annexation, a joint resolution would be presented and need to be approved by both the City of Eagle Lake and Mankato Township. There is no requirement for a public hearing or notice to nearby properties in this situation.

A request submitted via email is just fine too.

Don't hesitate to let me know if any questions. Thank you.

Sincerely,

Jennifer J. Bromeland
City Administrator
City of Eagle Lake



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

April 4, 2022


To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Bella’s House of Doodles –Amended CUP

The consensus at the March 7th City Council meeting was for Rick and Angela DeMartini to meet with the City’s building inspector and have all buildings reviewed with future uses considered. Per City staff’s inquiry to the building inspector, a certificate of occupancy was issued for the main building on March 23, 2022, a copy of which is attached.

The DeMartini’s were previously advised of the need to obtain a code analysis with the proposed change of use in the second building. The building currently has a use classification for storage. In the revised business plan, a copy of which is also attached, the second building is used for daycare, short- and long-term boarding, and play areas. Mr. DeMartini has advised that they are working with an architect to complete the needed code analysis and will not have this completed by the April meeting. They will plan to attend the May meeting.

Discussion should ensue as to whether sufficient progress has been made to move ahead with a public hearing for an amended CUP. If the City Council would like to move ahead and schedule a public hearing for May 2nd as was discussed at the March 7th meeting, City staff should be directed to do so accordingly.

Discussion should also ensue as to conditions that the City Council would like to have included in the amended conditional use, such as number of dogs allowed on the property at one time, fencing, number of employee vehicles allowed at any one time, sound mitigation, etc.


Jennifer J. Bromeland
City Administrator

Certificate of Occupancy

I, Dawn S. Murphy acting on behalf of the city of Essex Lake in the capacity of Building Official hereby certify that the described premises and project have been inspected by myself and that the permit or use as authorized by the referenced permit has been completed in compliance with all applicable codes and ordinances and is not in variance with said application and supporting data as of the date of said inspection.

Permit # 21-124 Use and Occupancy Classification: B Type of Construction: IRB

Building Sprinkler System provided: yes no Code Edition in effect during permit issuance: 2015 CBC

PID# _____ Property Address: _____

Owner's Name: Saint's House of Dopless, LLC Street Address: 107 598th AVE

Special Stipulations/and Conditions: none see attached

Signature: [Signature] Date: 3/23/22

TYPE OF CERTIFICATE

Temporary Certificate of Occupancy: Yes No Number of items requiring completion 2
[see attached inspection record]. Expiration Date: N/A A reinspection must be scheduled; provide access for inspection and all items requiring completion need to be inspected and approved prior to the expiration date.

Final Approval: Yes No Owner or Contractor's Signature: [Signature]



BUSINESS PLAN

Bella's House of Doodles LLC
107 598th Avenue
Eagle Lake, MN 56024

Cell 507 5147096
Office 507 257 2011

Web site: www.bellashouseofdoodles.com
Services: bellashouseofdoodles.services@gmail.com

Executive Summary

The Business

Our family lost our beloved labradoodle named Bella in the winter of 2015. It was heartbreaking and emotionally devastating as she was a part of our family. Not only was she a great companion she was our emotional support dog and brought comfort and healing to our family.

When we lost Bella in a tragic way we wanted to honor her. We wanted to be able to give back to people through our puppies, what Bella gave to us. We strive to raise sound, well adjusted puppies.

Puppies that are taught to be empowered and can handle life and what lies ahead of them. Some of our puppies have gone off to be service dogs, therapy, facility dogs and great family companions.

Bella's House of Doodles evolved and has grown by word of mouth.

On January 15, 2021 our family business was turned into an Limited Liability Company(LLC)

The Management

Management structure of the day to day operations will be run by Angela DeMartini.

The Goals and Objects

At Bella's House of Doodles, we raise the finest purebred and designer doodles. We pride ourselves on raising non shedding, hypoallergenic family loving companions.

Many of our fur babies have gone off to be service and therapy dogs.

We do intensive puppy training using a combination of early neurological stimulation, puppy culture and empowered breeder curriculum to get our puppies off to the best start in life and to honor each puppy.

The Product

With the love and respect of dogs we wanted to expand in all areas of the dog world.

With our new facility we will be able to offer;

1. The finest designer doodle and/or purebred
2. Private puppy training class using our proven Baxter and Bella courses
3. Grooming services to the public, welcoming all breeds along with current and future customers.
4. Doggie Daycare, priding ourselves on a small intimate daycare.
5. Boarding, over night, short term and extended time.
6. Retail, dog food, puppy and dog bathing products, health and wellness line, custom dog tags and one of a kind items.
7. Self serve dog wash with private access.

The Target Market

We have been blessed to be able to share our puppies all over the US from New York to California, North Dakota to Georgia. We have a couple of wonderful puppy flight nannies that fly around the country and deliver our puppies to customers who meet the flight nanny at the destination airport. Our puppies only fly in the Cabin with the nanny, never cargo.

We work with near and distant families providing a small intimate daycare and boarding short and long term options. We work with near and distant customers for grooming.

Ownership Background

Angela DeMartini (President/Owner)

6 plus years of dog expert /training/breeder

15 plus years of customer relations

Company Management Structure

Management structure of the day to day operations of the business and involved in all aspects of the business will be by Angela DeMartini: The creation of purebred and designer doodles, small intimate doggie daycare, grooming services and short and long term boarding.

The business will retain between 2-4 part time to full time groomers, Social media marketer, office receptionist, administration assistant, operations manager, puppy specialists, daycare and boarding manager, puppy/dog supervisors and kennel assistants.

Company Assets

Bella's House of Doodles substantial assets are 25 dogs, owned by Bella's House of Doodles LLC that are in the program. We own 2 40x60 buildings, a 12x28 annex building, backup generator, pressure washer, kennel fencing, vehicles, computer, electronics, tool cat with attachments, can am defender, veterinary equipment and retail inventory.

Location Analysis

Bella's House of Doodles LLC has the prime location in Eagle Lake with Mankato neighboring and all the small surrounding towns within minutes of drive time. Also only being only one hour and half from the twin cities and surrounding cities we do attract clients locally and abroad.

Established Customers

Over the course of the years Angela has built many relationships with many dog lovers all over the United States. Angela has established long term relationships with her customers and they all become part of "the doodle family".

We have an extensive number of referral customers and second or third time owners coming back.

Advertising

Signs on our facility, facebook, web site, instagram, and local advertising options

Operations

The business will retain between 2-4 part time to full time groomers, Social media marketer, office receptionist, administration assistant, operations manager, puppy specialists, daycare and boarding manager, puppy/dog supervisors and kennel assistants.

Facilities

Bella's House of Doodles will operate using both 40x60 buildings and the annex 12x28 building. The first short 40x60 building will be used for retail, grooming, offices, kennel nursery and self serve dog wash with separate entrance. In the kennel nursery room there will be 8 to 12 whelping nursery kennels.

The second tall 40x60 building will be for small intimate doggie day care, short term and long term dog boarding. The building will have 20- 5x6 basic kennels for boarding use and quiet time for daycare dogs. We will have 5 10x6 VIP suites(Kennels) for the boarding use, these would be for multiple dogs from the same family. Max occupancy at one time for boarding would be 40 dogs.

Daycare will have 4 separate play areas that are divided up according to the size of dog groups. Doggie daycare would have no more than 8 small breeds at one time in the play area with staff supervision. No more than 6 medium dogs at one time in the play area with staff supervision. No more than 4 large dogs at one time in the play area with staff supervision.

There will be 2 dog runs-one behind the short 40x60 building that one will be used for boarding dogs and daycare dogs to go outside.

The second one will be on the south side of the short building and will only be used for whelping moms and their pups. This run will not be visible from the front or side.

Between the two buildings we have 10 parking spots that are 10ft. wide X 20ft long and one Parking spot that is reserved for handicapped(total of 11 oversized parking spots)

The annex building will be used for any separations or to remove a dog if needed or if a dog comes ill, as not to expose to the others.

Projection 1-3yr plan

Adding a loft or second floor in the tall building utilizing the space with a half loft. This would reduce the noise level as well. We would use it for additional storage or potentially more play area.

Licensing and Permitting

Bella's House of Doodles LLC has applied and received a license from the city of Eagle Lake to operate at 107 598th Ave, Eagle Lake MN 56024. Bella's House of Doodles LLC also has a current State of Minnesota Commercial Breeders License.

Established Market

Bella's House of Doodles LLC uses several social media sites to promote and advertise our puppies along with all of our services such as facebook and instagram. Many of our puppies have their own instagram accounts and followers. We at Bella's House have a closed facebook page for families who have gotten a puppies from us in the past, its a great way to in touch, set play dates and keep up with littermates. We have an extremely large follower base that has grown over the years with many referrals and repeat customers. Many of our families have more than one doodle or pup from us.

Hours of operation

We are open at 7 am until 8pm 7 days a week. We have 24hr surveillance. Other times if needed are by appointment only.



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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: All Pets Impound Agreement

Attached is a modified Impound Agreement from All Pets in Mapleton. Please see the email from All Pets and Chief of Police John Kopp for more background information. In summary, the modified agreement eliminates any reference to “cats”, adds language for animals suspected to have rabies, and includes adjustments to fees that the client pays.

Chief Kopp recommends that the modified Impound Agreement with All Pets in Mapleton be approved.

A motion is needed to accept Chief Kopp’s recommendation.


Jennifer J. Bromeland
City Administrator

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Jennifer Bromeland

From: John Kopp
Sent: Wednesday, March 9, 2022 11:06 AM
To: Jennifer Bromeland
Subject: FW: Impound Agreement
Attachments: Impound Agreement City of Eagle Lake- able to edit.doc

Jennifer,

Just an FYI,

One of the major changes is that people were bringing or trying to bring cats to clinic from Eagle Lake. I just clarified with the clinic that we won't take cats unless it's a stray that has bitten someone or other circumstances where the cat has to be watched for rabbies like the owner is unwilling to cooperate with watching the cat for 10 days for rabbies symptoms.

The clinic had contacted me and explained that even if we were willing to impound cats they were not going to do that for us anymore other then for rabbies watch for a stray cat that had bitten someone or some other special circumstances.

Thanks

John

From: Michelle Bammert <Michelle.Bammert@allpetsvetmed.com>
Sent: Wednesday, March 9, 2022 10:58 AM
To: Jennifer Bromeland <jbromeland@eaglelakemn.com>; Kerry Rausch <krausch@eaglelakemn.com>; John Kopp <elpd@eaglelakemn.com>
Subject: Impound Agreement

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

Good Morning,

I have had some discussions with Officer John from the police department in regards to our impound agreement and what changes need to be made moving forward. We had discussed that we would only be providing this service for dogs and he had requested an addition to the contract in regards to if there is an animal that is suspected to have rabies. We have also made adjustments to the contract in regards to the fees that the client needs to pay, but there is no change to the fees the city would occur if an animal is unclaimed.

I have attached the updated agreement for your review and to pass along to the mayor/council for approval. Please let me know if you have any questions or changes.

Hope you have a great day! Thanks for all that you do 😊

Michelle Bammert, CVT

PROPOSED

Impound Agreement: CITY OF EAGLE LAKE
Eagle Lake, MN 56024
and

ALL PETS CLINIC (ALL PETS)
PO Box 477
Mapleton, MN 56065

1. All animals for impound must be safe for our staff to place a leash for exercise, feed, and water. Any animals found by our staff to be unsafe for daily care must be moved away from All Pets Clinic by the Eagle Lake Police within 24 hours.
2. Impoundment of dogs
 - a. Unclaimed Dogs – will be held for 5 business days (a business day is defined by being open at least four hours). At the end of this holding period, the animal will be disposed of by All Pets in accordance with Minnesota Statutes (Euthanasia or Adoption).
 - i. Eagle Lake Police Department will approve all adoptions.
 - ii. Eagle Lake Police Department will be informed by All Pets of owners who contact All Pets about their animal but refuse to reclaim the animal.
 - iii. City of Eagle Lake will pay All Pets \$75.00 (dog). *(reference to cats eliminated)*
 - b. Reclaimed Dogs – owner pays all fees to All Pets before reclaiming animal.
 - i. Owner will pay base impound fee + boarding fee/day + Rabies vaccination or additional fees.
 - ii. Base impound fee - \$48.25
 - iii. Impound Boarding fee/day - \$20.95 / day
 - iv. Proof of current Rabies vaccination from owner or vaccination for Rabies by All Pets.
 - v. All Pets will forward information on Reclaimed Animals to the Eagle Lake Police Department. Information should include: Owners Name and Address, phone, name, type, color, and rabies vaccination information on the dog.
 - c. Rabies Suspects – all animals are required to be held for ten (10) calendar days.
 - i. Rabies suspects may be released to the owner for the ten day holding period if written authorization is provided to All Pets by the Eagle Lake Police Department.
 - ii. Unclaimed animals – will occur as in “unclaimed animals” above except that the City of Eagle Lake will pay All Pets \$150 (dogs).
 - iii. Reclaimed animals – will occur as in “reclaimed animals” above except that the owner will pay:
 1. Rabies Base impound fee of \$75.00 (dog)
 2. Rabies Boarding fee/day - \$36.75 (dog) *> fee increase*
 - iv. Rabies Suspect Submission *new*
 1. City of Eagle Lake will pay All Pets the below listed fees for any animal they request to be sent in to the University of Minnesota for Rabies testing.
 - a. Euthanasia (\$71.50-\$108.75 size dependent), U of M Lab Fee (\$56.55), Tissue Prep (\$56.45), Fedex Postage (\$40) and Cremation (\$56.45-\$123.30 size dependent)
3. All people wishing to impound an animal found within Eagle Lake city limits will be directed to the Eagle Lake Police Department first and All Pets will not impound without approval from Eagle Lake PD.
4. Eagle Lake Police Department will be provided with a key for access to All Pets, and will place food and water for animals upon impoundment.
5. All Pets will maintain a log with the following information for each animal:
 - a. Animal description and condition upon impoundment.
 - b. Where found (information provided by Eagle Lake Police Dept.)
 - c. Name of person who reclaimed or adopted the animal, or date of euthanasia.
 - d. Fees
 - e. ICR # (provided by Eagle Lake PD) *new*
6. This agreement will automatically renew each January 1st. This contract may be terminated with a 60 days written notice by either party. Either party who requests changes to the contract must give a minimum of 30 days' notice prior to the yearly renewal.

Mayor of Eagle Lake

All Pets Clinic
PO Box 477
Mapleton, MN 56065
(507) 524-3748

Date: _____

City Administrator

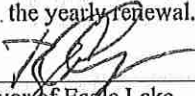
Date : _____

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current


Impound Agreement: CITY OF EAGLE LAKE
Eagle Lake, MN 56024
and
ALL PETS CLINIC (ALL PETS)
PO Box 477
Mapleton, MN 56065

1. All animals for impound must be safe for our staff to place a leash for exercise, feed, and water. Any animals found by our staff to be unsafe for daily care must be moved away from All Pets Clinic by the Eagle Lake Police within 24 hours.
2. Impoundment of dogs and cats
 - a. Unclaimed Animals – will be held for 5 business days (a business day is defined by being open at least four hours). At the end of this holding period, the animal will be disposed of by All Pets in accordance with Minnesota Statutes (Euthanasia or Adoption).
 - i. Eagle Lake Police Department will approve all adoptions.
 - ii. Eagle Lake Police Department will be informed by All Pets of owners who contact All Pets about their animal but refuse to reclaim the animal.
 - iii. City of Eagle Lake will pay All Pets \$75.00 (dog) and \$55.00 (cat).
 - b. Reclaimed Animals – owner pays all fees to All Pets before reclaiming animal.
 - i. Owner will pay base impound fee + boarding fee/day + Rabies vaccination or additional fees.
 - ii. Base impound fee - \$45.00 (dogs) and \$40.00 (cat).
 - iii. Boarding fee/day - \$19.95 / day (dog) and \$15.45 (cat)
 - iv. Proof of current Rabies vaccination from owner or vaccination for Rabies by All Pets.
 - v. All Pets will forward information on Reclaimed Animals to the Eagle Lake Police Department. Information should include: Owners Name and Address, phone, name, type, color, and rabies vaccination information on Dog or Cat.
 - c. Rabies Suspects – all animals are required to be held for ten (10) calendar days.
 - i. Rabies suspects may be released to the owner for the ten day holding period if written authorization is provided to All Pets by the Eagle Lake Police Department.
 - ii. Unclaimed animals – will occur as in “unclaimed animals” above except that the City of Eagle Lake will pay All Pets \$150 (dogs) and \$110 (cats).
 - iii. Reclaimed animals – will occur as in “reclaimed animals” above except that the owner will pay:
 1. Base impound fee of \$70.00 (dog or cat)
 2. Boarding fee/day - \$35 (dog or cat)
3. All people wishing to impound an animal found within Eagle Lake city limits will be directed to the Eagle Lake Police Department first.
4. Eagle Lake Police Department will be provided with a key for access to All Pets, and will place food and water for animals upon impoundment.
5. All Pets will maintain a log with the following information for each animal:
 - a. Animal description and condition upon impoundment.
 - b. Where found (information provided by Eagle Lake Police Dept.)
 - c. Name of person who reclaimed or adopted the animal, or date of euthanasia.
 - d. Fees
6. This agreement will automatically renew each January 1st. This contract may be terminated with a 60 days written notice by either party. Either party who requests changes to the contract must give a minimum of 30 days' notice prior to the yearly renewal.



Mayor of Eagle Lake

All Pets Clinic
PO Box 477
Mapleton, MN 56065
(507) 524-3748



City Administrator

Date 2/5/20

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

April 4, 2022


To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Hiring of New Part-Time Police Officer

An application was recently received for the position of part-time police officer from Connor Guillemette, and an interview completed.

The hiring committee, consisting of Jess Steinke with Minnesota Valley Council of Governments (MVCOG), Police Chief John Kopp, and me, recommend that Connor be hired as a part-time police officer. Connor will be graduating in May with his associates degree from Alexandria Technical Community College and would like to work part-time as a police officer for Eagle Lake while attending MSU for a two-year program. Connor will be POST license eligible on July 1st.

A conditional offer of employment was extended to Connor Guillemette, subject to approval by the City Council and becoming POST licensed, passing the background check, and demonstrating the ability to meet the department's physical and psychological standards. The current starting rate of pay for a part-time police officer is \$19.08. On July 1st, the rate of pay will increase to \$19.46 per hour.

A motion is necessary to hire Connor Guillemette as a Part-Time Police Officer at an hourly rate of \$19.08, subject to the completion of all the above-listed necessary employment eligibility requirements.


Jennifer J. Bromeland
City Administrator

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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Proposal for Planning and Zoning Services Proposal

Attached is a proposal from South Central Service Cooperative (SCSC) for planning and zoning services. City staff requests permission to utilize SCSC on an as needed basis (not to exceed 30 hours in 2022) when there are unique and complex planning and zoning matters that are not routine in nature. There is funding available in the professional services line item (101-41600-300) for consultant work.

An example is rezoning associated within a proposed development involving mixed uses. Given the volume of planning and zoning work and other day to day responsibilities and demands associated with the city administrator position, it would be helpful to be able to utilize a consultant in a scenario such as this.

Discussion should ensue.

If there is consideration to authorize contracting with SCSC on an as needed basis up to 30 hours in 2022 for planning and zoning work, then a motion to that effect is needed.


Jennifer J. Bromeland
City Administrator

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March 31, 2022

Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Park Avenue, P.O. Box 159
Eagle Lake, MN 56025

RE: Planning and Zoning Services Proposal

Dear Ms. Bromeland:

South Central Service Cooperative appreciates the opportunity to present a proposal to the City of Eagle Lake for general planning and zoning services. SCSC has a highly skilled staff offering years of experience in all aspects of local government.

South Central Service Cooperative Overview

Since 1976, South Central Service Cooperative (SCSC) has been facilitating programs and services between local governments across south central Minnesota. Tighter state and federal budgets have increased pressure on local governments to maintain or reduce costs. Sharing services regionally creates economies of scale as well as maintaining a consistency in process that positively impacts local governments. Regionally facilitated programs allow local governments to retain the benefits of decentralized control. This cost-savings strategy can be an effective way to manage costs during difficult financial times.

Respectfully,

Mike Humpal

Mike Humpal, CEcD
Manager, Local Government Solutions
South Central Service Cooperative

PROPOSAL

SCSC planning and zoning services proposal for Eagle Lake, MN

Experienced leadership

Mike Humpal CEcD, Manager of Local Government Solutions, will serve as team leader (résumé is attached). Humpal has over 30 years of local government experience including 25 years as a community development director, managing staff in all aspects of planning, zoning, economic development and building inspection.

Specific experience related to the Eagle Lake's general development

Environmental assessment worksheet process and review:

- CHS \$90 million, 200-acre soybean crushing facility
- Buffalo Lake Energy \$150-million, 200-acre, 100 million gallon-a-year ethanol plant
- Both projects included annexation and wetland migration, significant truck traffic to and from sites, and neighborhood, economic, and noise impact studies. Projects involved coordination of MPCA, MDH, DNR, US Corps of Engineers, and compliance with the city, county, and state regulations, rules, and ordinances.

Shoreland management ordinance:

- Managed the City of Fairmont's shoreland ordinance for 25 years and assisted staff in drafting an update in 2018-2019.
- Completed review and approval process on a lakeshore planned unit development and variance working closely with Minnesota DNR area hydrologist Dan Girolamo.
- Worked with the DNR on several other lakeshore issues over the years including Fairmont's water appropriation permit to take drinking water from Fairmont's chain of lakes.

Platting process:

Reviewed numerous plats from large scale commercial developments (Wal-Mart and surrounding strip center) to single family subdivisions as Fairmont's Community Development Director

Staff review process:

Developed a review process for the city of Fairmont engineer, public works director, planning staff, city attorney, community development director, and economic development coordinator to review each project collectively to determine the impact and appropriateness of the project on the city and its consistency with city code and state law.

Continued on next page

Project scope of services

- Work closely with city administrator and city staff on review of the rezoning and platting process.
- Review all site plans and building permit submittals for consistency with city code and subdivision regulations.
- Attend meetings with city staff and developer to review and discuss the project.
- Attend Planning Commission and City Council meetings as needed.
- Meet with other county and state departments as needed.
- Work with the city attorney in the review process and interpretation of city code and state law.
- Meet with the general public to answer questions concerning the rezoning and platting process at the request of the city administrator.
- Provide written summaries and findings of fact to city staff, Planning Commission and City Council on the review of the rezoning and platting process

Proposed cost

South Central Service Cooperative will consider a variety of scenarios to meet the needs of the City of Eagle Lake for general planning and zoning services.

- Mike Humpal, CEcD, Manager of Local Government Solutions will be the single point of contact.
- SCSC proposes an hourly rate of \$85 billed in 15-minute increments. Time frame is open on an as-needed basis.
- Costs associated with word processing, cell phones, reproduction of common correspondence mailings, and mileage are included in the SCSC hourly rate.
- Out-of-pocket expenses, such as report printing for the general public or others excluding the City of Eagle Lake personnel, elected, and appointed officials, or additional expenses incurred in travel related to the city's general planning issues, excluding travel to and from to the City of Eagle Lake, are additional to the SCSC hourly rate.

Please do not hesitate to contact Mike Humpal, CEcD, Manager Local Government Solutions at 507-236 7651 or mhumpal@mncsc.org for questions or clarification.



mncsc.org

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

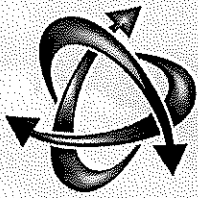
April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Electric Vehicle Charging Station Concept

Mayor Tim Auringer and I recently participated in a conference call with Jody McDevitt, Director of Sales with Emergency Management Solutions, Inc., to talk about a no cost electric vehicle charging station program. At this time, we are still in the information gathering stage and have provided some possible preliminary sites for electric vehicle charging stations. No commitment has been made- just gathering information. More information will be presented if there are viable locations in Eagle Lake for electric vehicle charging stations.

Discussion should ensue if this is a concept the City Council would like to learn more about.


Jennifer J. Bromeland
City Administrator



EMS
Energy Management
Solutions Inc.



FREE ELECTRIC VEHICLE CHARGING STATION PROGRAM



No Cost / No Risk



Meet Sustainability Plan
Goals



Receive Monthly Rental
Income



A Complete Turn-Key
Solution



Profit Sharing



Electrify Your Fleet
EV Lease Options Available



Level 2 & DCFC Stations

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SET UP AN APPOINTMENT TODAY

Jody McDevitt ☎ (612) 503-7169 ✉ Jmcdevitt@EMSenergy.com

Jennifer Bromeland

From: Kyle Swanson <kswanson@emsenergy.com>
Sent: Wednesday, February 16, 2022 10:19 AM
To: Jennifer Bromeland
Cc: Jody McDevitt
Subject: FREE EV Charging Station Program
Attachments: EV Flyer - EMS.pdf

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

Dear Jennifer -

We haven't met. Energy Management Solutions (EMS) and Carbon Solutions Group (CSG) worked with the City of Plymouth and City of New Brighton on the recent approval to implement a 100% turnkey, no cost, no risk electric vehicle (EV) charging station program.

Please see the following link to the press release:

<https://www.startribune.com/plymouth-first-in-minnesota-to-install-network-of-vehicle-charging-stations/600104628/>

We welcome the opportunity to further introduce the no cost / no risk EV charging station program and discuss how we might be able to assist your City with installing EV charging stations. I'm attaching our introductory flyer for your review.

Who do you suggest that I contact?

Thank you.

Sincerely,

Kyle Swanson
Energy Management Solutions, Inc.
684 Excelsior Blvd., Suite 200
P.O. Box 255
Excelsior, MN 55331
(952)-261-3884 Cell
(952) 556-9171 Fax
kswanson@emsenergy.com
www.EMSenergy.com

Using **OUR** Energy to Save **YOURS**™





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

April 4, 2022

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Larval Control Proposal

Discussion took place at the March 7th meeting about concerns with mosquito control treatments and dangers to pollinators and whether there are better and more safer ways to prevent mosquitos by adding a larval control component. Attached is an updated proposal showing what it would cost to implement larval control. The original proposal was approved at the March 7th meeting and sent to Clarke.

Discussion should ensue if there is an interest in adding a larval component next year and budgeting accordingly.


Jennifer J. Bromeland
City Administrator

To: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Cc: Brian Goettl <bkgoettl@eaglelakemn.com>
Subject: RE: 2022 and Beyond Clarke Mosquito Control Agreement

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

Hi Jennifer,

An Integrated Mosquito Management Program (IMM) includes larval control and I think Eagle Lake would greatly benefit from adding this to your program. We use an all-natural product called Natular and you can expect 180 days of control in the water we treat. I have included some literature with this email for your consideration. If you would like me to quote this additional service, please let me know and I will have my GIS department draw up the areas in the city where we would treat.

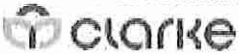
The pollinators question is one I get quite frequently, and we take it very seriously. We treat at a time when the pollinators are not present (in their hives generally or in the ground) and once the product is not in the air, it is no longer viable and it disintegrates into the environment. The pollinators do not come into contact with the product.

Please let me know if you have any additional questions and if you would like a quote to treat the larvae in your city.

Thanks and have a wonderful day!

Rob Olson

Control Consultant



20061 Edison Circle East

Clearwater, MN 55320

rolson@clarke.com

(952)715-2159 Cell

(320)558-9005 Office

(320)558-2223 Fax

Go Green: Please do not print this e-mail unless you really need to!

From: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Sent: Tuesday, March 8, 2022 4:20 PM
To: Robert Olson <rolson@clarke.com>
Cc: Brian Goettl <bkgoettl@eaglelakemn.com>
Subject: RE: 2022 and Beyond Clarke Mosquito Control Agreement

Good Afternoon,

Attached is a signed agreement for the 2022 season.

A question came up at last night's city council meeting about whether the city should explore the concept of larvicide balls for stormwater ponds or catch basins. Do you have any thoughts on whether this might be of value to Eagle Lake? A resident attended the meeting and expressed concern with spraying and impacts to pollinators.

Thank you.

without larva control - approved B17

**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The City of Eagle Lake
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage for The City of Eagle Lake
- E. Program Consulting and Quality Control Staff
- F. Periodic Advisories and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Adult Control

A. Adulticiding in Residential Areas:

1. Option 1:

Nine (9) bi-weekly community-wide truck ULV treatments up to 21 miles of streets at \$685.00 per treatment; with Biomist 4+4® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$730.00 per treatment.

2. Option 2:

Fifteen (15) weekly community-wide truck ULV treatments up to 21 miles of streets at \$619.50 per treatment; with Biomist 4+4® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$670.00 per treatment.

B. Adulticiding Operational Procedures

- 1. Notification of community contact.
- 2. Weather limit monitoring and compliance.
- 3. Notification of residents done by the city.
- 4. ULV particle size evaluation.
- 5. Insecticide dosage and quality control analysis.

2022 Estimated Payment Total Cost for Part I and II: \$?

****Sales Tax is not charged if Sales Tax Exemption Certificate is on file****

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

(15)

**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization for
The City of Eagle Lake
Environmental Mosquito Management (EMM) Program**

I. **Program Payment Plan:** For Parts I and II as specified in the 2022 Professional Services Cost Outline, the total for the 2022 program is TBD based on Option Selected Below. The payments will be invoiced when the treatment is completed. Any additional treatments beyond the core program will also be invoiced when the treatment is completed.

Please Check Box for Option 1

(includes 1 mile parks & trails)

Please Check Box for Option 2

II. **Approved Contract Period and Agreement:**

Please check one of the following contract periods:

2022 Season

2022 - 2024 Season

Price increase not to exceed 3%

Sales Tax is not charged if Sales Tax Exemption Certificate is on file

For customer:

Sign Name: Jennifer J. Brandt Title: City Administrator Date: 3/8/22

For Clarke Environmental Mosquito Management, Inc.:

Name: Rob Olson Title: Control Consultant Date: 2/23/2022

~~with larval control~~

**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The City of Eagle Lake
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage for The City of Eagle Lake
- E. Program Consulting and Quality Control Staff
- F. Periodic Advisories and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Adult Control

A. Adulticiding in Residential Areas:

Nine (9) bi-weekly community-wide truck ULV treatments up to 21 miles of streets at \$685.00 per treatment; with Biomist 4+4® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$730.00 per treatment.

- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents done by the city.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

Part III. Larval Control

**Larval Control with Natular® XRT 180 Day Briquettes in 427 Catch Basins with hand equipment at \$4,842.00. 1 time per season.
3 treatments of Natular® G30 Larviciding with powered backpack equipment for 25 acres of Retention Ponds at \$1,587.00 per treatment. 3 treatments per season totaling \$4,761.00**

2022 Estimated Payment Total Cost for Part I, II and III: \$15,768.00

****Sales Tax is not charged if Sales Tax Exemption Certificate is on file****

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization for
The City of Eagle Lake
Environmental Mosquito Management (EMM) Program**

I. **Program Payment Plan:** For Parts I, II and III as specified in the 2022 Professional Services Cost Outline, the total for the 2022 program is **\$15,768.00**. The payments will be due on July 1, August 1, and September 1 of 2022 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The City of Eagle Lake has the option to extend this program for 2023 and 2024 at rates not to exceed a 5% annual increase with a 3% discount if paid in entirety prior to 4-15-2022.

ESTIMATED PROGRAM PAYMENT PLAN

Month	Amount Due
July 1	\$5,256.00
August 1	\$5,256.00
September 1	\$5,256.00
TOTAL	<u>\$15,768.00</u>

Sales Tax is not charged if Certificate of Exemption is on file

**3% Discount if paid in full prior to 4-15-2022

II. **Approved Contract Period and Agreement:**

Please check one of the following contract periods:

2022 Season

2022 - 2024 Season

Price increase not to exceed 3%

Sales Tax is not charged if Sales Tax Exemption Certificate is on file

For customer:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Rob Olson Title: Control Consultant Date: 3/17/2022

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**Clarke Environmental Mosquito Management, Inc.
Client Authorization for
The City of Eagle Lake
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
Email Address: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an e-mail address that the invoices should be sent to.****

Treatment Address (if different from above): County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

**Please sign and return a copy of the complete contract for our files to:
Clarke Environmental Mosquito Management, Inc., Rob Olson
20061 Edison Circle East, Clearwater, MN 55320
Email: rolson@clarke.com**

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

April 4, 2022

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

1. Community Survey. As part of the strategic economic development planning process, a community survey has been drafted and will be mailed out to residents. The purpose of the survey is to gather input on current and future city needs. The survey will be mailed out in the next month and then residents can complete the paper copy or fill out a survey online.
2. All Season's Arena. With the City of Eagle Lake being a member of the ASA board, notice was recently received advising that the board wishes to explore improvements to the facility. Council member Anthony White serves as the rep for Eagle Lake and may have additional information to add. Given the multitude of needs for our community and funding that may be needed for improvements to the facility and the City's share of those improvements, careful study and evaluation will be needed. As soon as more information is available, it will be forwarded to you.
3. Rec on the Go and Outdoor Movie Planning with Mankato Area Public Schools Community Education and Recreation. Per a recent phone call with Heather Paulson with MAPS CER, Rec on the Go will be held on Wednesdays in Eagle Lake beginning June 15 and ending August 10th. Some sessions will be held in the morning (9:30 a.m.-11:30 a.m.), while others will be scheduled in the afternoon (4:30 p.m.-6:30 p.m.). The sessions will be scheduled mainly at Lake Eagle Park, with at least one session held at Frazee Park and one at Eagle Heights Park. An outdoor movie event will be held on September 9th at Eagle Lake Elementary.
4. Music on Parkway – 2nd Series. The dates have been set for Music on Parkway, Series 2. The performances will be held June 16th, July 14th, and August 18th from 7-10 pm.
5. Microphones Update. Per an email from VSI, the microphones for the council chambers will be installed soon. The expander has shipped. Once it is received, install will be scheduled.


Jennifer J. Bromeland
City Administrator

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