

CITY OF EAGLE LAKE
JUNE 5, 2023
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. 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

OPEN PUBLIC COMMENTS

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

APPROVAL OF THE AGENDA

APPROVAL OF MEETING MINUTES

Pg. 3

- City Council Meeting Minutes of May 1, 2023

CONSENT AGENDA

- | | | | |
|---|--------|---|--------|
| 1. Monthly Bills | Pg. 20 | 2. Treasurer’s Report | Pg. |
| 3. Police Report | Pg. 69 | 4. Fire Report | Pg. 73 |
| 5. Public Works Report | Pg. 74 | 6. Building and Zoning Permits | Pg. 75 |
| 7. Gambling Report | Pg. 76 | 8. Tator Days Contiguous Area Permits-Eagle’s Nest & Legion | Pg. 78 |
| 9. Res. 2023-28 Donations for Music on Parkway-S.A.L. and J. Horkey | Pg. 82 | 10. Tator Days Parade Permit and Road Closure Permit and Goofy Goat Farm Update as Post-Parade Activity | Pg. 83 |

PUBLIC HEARING PRESENTATIONS

- | | |
|---|--------|
| 1. Julie Blackburn with ISG: Annual MS4 Presentation | Pg. 90 |
| 2. Mike Kennedy, City Insurance Agent with AIA: P&C Insurance Renewal and Updates | Pg. 93 |

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

OLD BUSINESS

1. Request for Release of Escrow for Eagle Ridge, Phase II Pg. 94

NEW BUSINESS

1. Re-Evaluate Mosquito Spraying for Summer 2023 Pg. 96
2. Proposal for GIS Site Location Analysis/Study for New Fire Hall Pg. 113
3. Undertaking and Escrow Agreement for Fox Meadows Housing Development Pg. 123
4. Withdrawal Request #1 for Distribution from Escrow Funds for Fox Meadows Housing Development Pg. 135
5. Placement of Sidewalk on Blace Avenue in Fox Meadows Housing Development Pg. 143
6. Amendment to Personnel Policy Adding Juneteenth as a Holiday in 2023 Pg. 145
7. Burgess Cemetery Request Pg. 147
8. Utility Billing Complaint Pg. 150
9. Minimum Maintenance Road Repair Pg. 156
10. Johnson Street Storm Outlet Repair Pg. 160
11. Lease Agreement for Bobcat Mower Pg. 164
12. Park Board Recommendation for Pavilion at Lake Eagle Park Pg. 166
13. J.R. Bruender Construction Contract for Porta-Toilets Pg. 183
14. Schedule Public Hearing to Amend Chapter 18 of City Code Pg. 185
15. Ballpark Advertising Policy Pg. 218
16. Amendment to City Credit Card Policy Pg. 220

OTHER

1. Regency of Minnesota – Demolition Status Update Pg. 223
2. Update from Consolidated Communications and Fiber Build Project Pg. 225

CITY ADMINISTRATOR REPORT

Pg. 230

1. UPWP Application for Highway 14 Corridor Study
2. Capital Budget Request for Water Treatment Plant Project
3. Outdoor Warning Siren at Fire Hall and Communication from Blue Earth County EMS
4. 2024 Budget Process and Timeline
5. Rec on the Go Schedule for Summer
6. June 15th Music on Parkway Event - To be held at Lake Eagle Park due to Water Tower Rehab Project
7. Outdoor Movie: August 18th at Eagle Lake Elementary
8. Website Update – High Resolution Photos Needed

COUNCIL MEMBER REPORTS

ANNOUNCEMENTS

- Next Regular **City Council** Meeting – June 5, 2023 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **EDA** Meeting – June 22, 2023 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Park Board** Meeting – June 8, 2023 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Planning Commission** Meeting – June 26, 2023 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave

ADJOURNMENT

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

**CITY OF EAGLE LAKE
CITY COUNCIL MEETING
MAY 1, 2023**

CALL TO ORDER

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

ROLL CALL

- Council Members present: Garrett Steinberg, Beth Rohrich, Anthony White, John Whittington, and Mayor Lisa Norton.
- Staff present: City Administrator Jennifer Bromeland, Police Chief John Kopp, Public Works Director Andrew Hartman, and Deputy Clerk Kerry Rausch.

PUBLIC COMMENTS

- None

APPROVAL OF THE AGENDA

- Added to the agenda under New Business was #13-Overlay Project and under Other #3 was Flag Protocol.
- Council Member Whittington moved, seconded by Council Member Rohrich, to approve the agenda as amended. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

APPROVAL OF MEETING MINUTES

- Council Member White moved, seconded by Council Member Rohrich, to approve the April 3, 2023 City Council minutes as corrected. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

CONSENT AGENDA

- Mayor Norton pointed out the resolution appointing Roger Sward to the Fire Department's Day Time Rescue.
- Mayor Norton asked for discussion relating to the Server Warranty and Replace UPS. Administrator Bromeland explained that the two quotes included in the Council packet are to replace the UPS and that CTS recommends that batteries be replaced at 3 years and that the unit is replaced at 6 years. The batteries were replaced approximately 3 years ago. The second quote is to extend the server warrant either 1 or 2 years. CTS is recommended that the server be replaced in 2025. Staff is requesting a two-year server warrant be considered.
- Council Member Steinberg moved, seconded by Council Member White, to approve the consent agenda.

Monthly Bills	Treasurer's Report	Police Report
Fire Report	Public Works Report	Building & Zoning Permits
Gambling Report	Res. 2023-1 Appoint Sward to Day Time Rescue	
Server Warrant and Replace UPS		
- The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

PUBLIC HEARING

1. Amendment to Chapter 3 Allowing Chickens in City Limits

- Administrator Bromeland stated tonight's public hearing is to consider amending Chapter 2, Section 3.110 of Eagle Lake City Code to exclude "chickens" from the definition of farm animal and fowl. Also, as part of the public hearing, the addition of Section 3.140 to Chapter 3 is proposed to allow chickens on any lot with a single-family residence that is issued a permit to do so by the City.
- Administrator Bromeland explained that the topic of keeping chickens in City limits was brought forth by Mayor Norton and Council Member Steinberg at the February 6th meeting. Discussion took place at both the February 6th and April 2nd City Council meetings. City staff was directed to schedule a public hearing for this evening's meeting to consider amending Chapter 3 to allow chickens in city limits and to add provisions related to the keeping, transporting, treatment, and housing of chickens.
- Administrator Bromeland went on to explain that if the motion is amended a fee will need to be set for the required permit and that the ordinance will take effect upon publication in the City's official newspaper. Staff suggested a fee of \$50 to apply for a chicken permit.
- Mayor Norton opened and closed the public hearing with no comments being offered.

PRESENTATIONS

1. Mitch Kleist with MAYBA: In-Ground Irrigation System and Sponsorship Banners

- Mitch Kleist with MAYBA stated MAYBA has reviewed the expired contract with the City and he would like to request a new contract be entered into to establish a commitment for the use of the ballfields and that he would like to see a 5 year agreement.
- Mr. Kleist stated that MAYBA would like to install an in-ground irrigation system on the 90-foot ballfield, which MAYBA would pay for and asked if the City could pay for the water usage. If approved, the installation is anticipated to occur several months from now.
- Mr. Kleist explained MAYBA recruits sponsors and asked for Council consideration in allowing banners to be hung from the fence, scoreboard, and on the dugouts. MAYBA is also asking for permission to install bull pens for pitchers to warm up.
- Council discussion included being open to installation of an in-ground irrigation system, the city installing a water meter, construction of bull pens, and being open to sponsor banners being placed on fence, scoreboard and dug outs. Discussion on preferred locations of banners was also discussed, as was the option for the City to request the ability to ask for banners to be removed if deemed inappropriate.
- Al Kiefer with MAYBA stated that banners on the score board would be replaced every two years. He also stated that the softball field will be used by MAYBA Monday through Thursday from now until July 20th and that the 90-foot baseball field will be used Monday and Wednesdays for games and Tuesday and Thursday for practices. When asked, Mr. Kiefer requested that if the fields are chalked for a game, that the fields not be disturbed prior to the game.

2. Consolidated Communications – 2023 Fiber Expansion Plans

- Mark Sharpless, with Consolidated Communication, explained that Consolidated Communications Inc. (CCI) is planning to continue the fiber build in Eagle Lake and their plan is to complete the build this year. Mr. Sharpless also explained that Fidium Fiber Build is part of CCI.
- Nick Sorenson, with Consolidated Communications, stated the build in the area south of Chuck's Body Shop has been completed as well as the Maple Lane area. The next area of build will be on the eastern edge of the community to build out from CCI's office. Mr. Sorenson explained they will completely finish restoration work in one area before moving to another area of town. He also stated they will install the fiber through boring which will take place in the right-of-way. To inform residents of their work in town, they plan to do mailings and place information on doorknobs.

- Administrator Bromeland stated she was contacted by Blue Earth County about their concerns with pedestals.
3. Brian Sarff with Bolton and Menk: Eagle Ridge Phase II
 - Brian Sarff with Bolton and Menk shared pictures of the current status of work in Eagle Ridge Phase II development. Mr. Sarff explained that the original work was unsatisfactory and that the developer was given until May 1st to restore boulevard to a satisfactory condition. The developer has been in town to complete work and currently there are 2-inch drops in some areas adjacent to the sidewalk. The developer has commented that this area will be disturbed when new homes are constructed. Mr. Sarff also stated there is a section of sidewalk and driveway missing due to a sewer issue which arose this winter. He went on to state that he feels the developer is passing the responsibility onto the builders and that there are large clumps of dirt in this area.
 - Council discussion included asking if the developer will water the hydroseeded soil and that if not watered weeds will grow instead of grass. It was confirmed that the hole in the asphalt has been repaired.

OLD BUSINESS

- None

NEW BUSINESS

1. Developer's Agreement between City and Eastgate Townhomes
 - Administrator Bromeland explained that before the Council is a developer's agreement between the City and New Era Developments, Inc. for the Eastgate Townhomes. She explained that a landscaping plan will need to be submitted prior to a land disturbance permit being issued, there will be a parkland dedication fee and language regarding water and sewer area connection charges, and that all necessary easements must be in place, including easements for the water looping. She also stated that the City's attorney has reviewed and approved this agreement.
 - Council discussion included asking if the fire department's concerns have been met. Nate Myhra, the project manager with Bolton and Menk, stated the hydrants cover the projects' needs and the looping on their property. The hydrants cover 300 feet and the buildings have a sprinkler system. Emergency vehicle turnaround needs have been taken into consideration.
 - Council Member Steinberg moved, seconded by Council Member White, to approve the developer's agreement with New Era Developments, Inc. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
2. Planning Commission recommendation for Eastgate townhomes Final Plat
 - Administrator Bromeland explained that a public hearing for a final plat was held at the April 17th Planning Commission meeting with no public comments offered. The applicant is seeking to develop the property into a townhome housing development. In total, there are 20 townhome units proposed in the development.
 - Administrator Bromeland also explained that a meeting was previously held with the developer, the developer's representative from Bolton and Menk, the City's engineer with Bolton and Menk, the Eagle Lake Public Works Director, and herself to review the proposed subdivision for compliance with the design standards as set forth in Chapter 5 of City Code.
 - Council Member White moved, seconded by Council Member Steinberg, to approve the final plat along with the recommended landscaping plan provision which was included in developer's agreement. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
3. Planning Commission Recommendation for Eastgate Townhomes CUP
 - Administrator Bromeland explained that a public hearing for a Conditional Use Permit (CUP) application was held at the April 17th Planning Commission meeting. The CUP is being sought for the purpose of

allowing grouped housing in an R-3 district. There were no members of the public in attendance that spoke either for or against the project for which the conditional use permit is being sought. The applicant is seeking to develop the property into a townhome housing development. Grouped housing projects are allowed in an R-3 district subject to the regulations for conditional uses. The applicant indicates that no variance will be required.

- The Planning Commission recommends that the Conditional Use Permit application for grouped housing in an R-3 district be approved.
- Council Member Steinberg moved, seconded by Council Member Rohrich, to approve the Conditional Use Permit application. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

4. Amendment to Chapter 3 Allowing Chickens in City Limits

- Administrator Bromeland explained the draft ordinance before Council was sent to the City's attorney for review and that the attorney recommended leaving the draft language in for Council review and that modifications can be made to the draft ordinance.
- Council discussion included the desire to change Section II, A. General Requirements, Premises #7 to say chickens may not be slaughtered and to delete "in public view", and in the same section change #8 to read "inside a coop, a fenced in run, or a fenced in yard".
- Discussion relating to D4 and fencing was discussed. It was determined that a fence could be up to the property line and that the setbacks in D4 would not change due to placement of the fence.
- D7 should include the word "coop" height of 6 feet.
- Item B7, relating to 75% of the adjacent property owners must approve the application was discussed in detail with Council members not agreeing on how to ensure property owners are informed of and provided the opportunity to voice their approval or disapproval for issuing a chicken permit. Council also agreed to remove "withing fifty (50) feet" of adjacent properties.
- Council Member Steinberg moved, seconded by Mayor Norton, to table discussion to later in the meeting. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
- Council Member Steinberg moved, seconded by Mayor Norton, to reopen discussion relating to Chapter 3 proposed ordinance change and keeping of chickens within city limits. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
- Administrator Bromeland asked for clarification on what the City Council is proposing for language in A8 with the addition of fenced in yard with concerns if this includes conflicting language, asking when a chicken can run range free and that in another place in the ordinance it says chickens must always be confined in a coop or fenced in run. It was also asked if the reason to require chickens be in a coop or fenced in run with a roof might be to protect them from predators. Mayor Norton stated if chickens are contained within a fenced in yard, it is not considered ranging fee and that it is inhumane to contain chickens into such a small space.
- A suggestion relating to the adjacent property owner's approval language was proposed by Council to read, "the applicant will be responsible for obtaining signatures from adjacent property owners. If there is no response from a neighbor, the City will send that property owner a letter. If there is no response to the City's letter after 15 days, it will be considered as approval".
- Council Member White moved, seconded by Council Member Rohrich to approve the ordinance with the discussed and agreed upon changes and to allow for a summary publication in the City's official newspaper with a full copy available in the city office for review. The roll call vote was taken with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

5. MAYBA Agreement

- Administrator Bromeland explained that the term of the agreement will run May 1, 2023 to May 1, 2028 and that both parties are aware that the previous agreement expired and have been in communication as to terms for the new agreement. She also stated the City staff appreciates the ongoing positive working relationship with MAYBA reps, specifically Al Kiefer and Mitch Kleist and all the many hours of work that they put into keeping the ballfield looking nice for our community.
- Administrator Bromeland explained that the City's attorney reviewed the agreement and stated it is similar to the previous agreement. The cost of watering cannot be determined at this time, but the City can monitor usage and address this later if need be.
- Council discussion included wanting to ensure the City Council will have the authority to reject a sponsor if they are deemed inappropriate and to allow staff to removed damaged or broken signs.
- Council Member Rohrich moved, seconded by Council Member Steinberg to approve the MAYBA agreement and to authorize the installation of an irrigation system, bull pen, and to allow sponsor banners to be hung upon Park Board approval of location at their May 11th Park Board meeting. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

6. Purchase of AEDs for Fire Department

- Trent Talle, 424 Thomas Drive, was present representing the Fire Department. He stated pricing has been obtained to purchase two new AED response systems from Stryker in the amount of \$5,401.60. These AEDs have the ability to link into the department's Lucas machine. The proposed purchase will be paid for with grant funding received from the Carl and Verna Schmidt Foundation and the fire departments' gambling funds.
- Council Member Steinberg moved, seconded by Council Member White, to authorize the purchase of AEDs for the Fire Department. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

7. 2023 Blacktop Repairs

- Public Works Director Andrew Hartman explained that he received two quotes for street repairs. He asked the two contractors to meet onsite to get a visual of working needed and only one of the contractors, WW Blacktopping met this request. Mr. Hartman stated while WW Blacktopping's bid is higher than the other contractor it is due to them having a better understanding of the repair work needed and it was his recommendation to accept the bid from WW Blacktopping in the amount of \$53,327.65.
- The 2023 budget was set at \$100,000 for street repairs and there is a remaining balance of \$91,397.89.
- Council discussion included if there is need for any other repairs needed that could be done while the contractor is in town. Council also asked about a 10-year plan for road repairs, which staff is working on.
- Council Member White moved, seconded by Council member Steinberg, to accept the bid from WW Blacktopping and to approve up to \$10,000 of additional road repairs if needed. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

8. EDA Recommendation for Forgivable Childcare Loan Program Request from Little Sprouts

- Administrator Bromeland explained that a Blue Earth County Childcare Forgivable Loan Program application has been received from Erica Tummers, owner of Little Sprouts, LLC. The loan request totals \$26,945.11 and is comprised of security improvements, a retrofit to create an additional classroom, furnishing for additional classroom, and other equipment needed to improve operational efficiencies.
- Administrator Bromeland provided background explaining that Eagle Lake was originally allocated \$35,000 for this program and there is \$18,723.11 remaining. This program was created in 2018 with the goal of expanding or improving the availability of childcare in the County. The program was designed to help communities with a population of 5,000 or less. The funds can be issued to both in-home daycare providers or centers.

- Also explained was that 20 percent of the original loan is forgiven annually if the center remains in business and continues to make interest payments. After 5 years of business operations and interest payments, the loan is forgiven in its entirety. The applicant must provide collateral to secure the loan. Per Blue Earth County staff, the Board of Commissioners set the interest rate at the first meeting of each year based off the federal prime rate. For 2023, the interest rate has been set at 7%. If the loan recipient defaults, repayment by the City and County is 50/50. The business plan and financials for Little Sprouts were reviewed by Bryan Stading with CEDA and City staff.
 - The Blue Earth County Childcare Forgivable Loan request received from Little Sprouts was reviewed by the Eagle Lake Economic Development Authority (EDA) at its April 27th meeting. The EDA recommends that the application from Little Sprouts be approved in the amount of \$18,723.11.
 - Council Member White moved, seconded by Council Member Rohrich, to approve the loan request from Erica Tummers for Little Sprouts in the amount of \$18,723.11. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
9. Authorization for City Credit Card
- Administrator Bromeland stated that at this time the City does not have a city issued credit card due to City staff not wanting to provide a personal guarantee and the difficulty finding a local bank willing to issue a credit card without a personal guarantee. Staff are encountering more vendors that require payment by credit card and in those situations City staff are having to use a personal credit card and then turn in a reimbursement. This is a hassle for staff to remember to turn in a reimbursement request and then must wait to get reimbursed until payables are approved for payment and processed.
 - If approval is granted, Administrator Bromeland explained a motion will be needed to add the Bank of Elk River to the official depositories for the City of Eagle Lake. A motion would also need to be adopted the proposed Credit Card Use Policy.
 - Staff is recommending approval authorizing staff to pursue a credit card and approve the credit card use policy upon the city's attorney review.
 - Council Member White moved, Council Member Rohrich seconded, to authorize staff to pursue a city issued credit card. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
 - Council Member White moved, Council Member Rohrich seconded, adopt resolution 2023-25 a resolution adding the Bank of Elk River MN to the City's official depositories. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
 - Council Member White moved, Council Member Rohrich seconded, the proposed credit card policy upon the city attorney's review. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
10. Addendum to Internal Control Procedures Policy
- Administrator Bromeland explained that the addendum to the Internal Control Procedures Policy relates to Menards purchases and even more specifically, rebates. After consulting with the City's auditor on the matter, City staff was advised to adopt an internal control policy to ensure rebates be used for public purpose items only.
 - Council Member Steinberg moved, seconded by Council Member Whittington, approving the addendum to the Internal Control Procedures Policy. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
11. Police Department Access Policy
- Administrator Bromeland explained that Police Chief John Kopp has advised that the BCA now requires that all personnel with access to the police department office be fingerprinted and backgrounded. Per an inquiry to legal counsel, it is advised that the City Administrator go through the process required by the

BCA to be able to access the police department if needed, without a law enforcement employee present. All other non-law enforcement personnel will be prohibited from entering the police department office without a law enforcement employee present.

12. Possible Resolution Requesting that MAPO Conduct a Grade Separated Study for the Intersection at CR 17 and Highway 14

- Administrator Bromeland explained that Mayor Lisa Norton recently asked that City staff pursue funding for a study at the intersection of CR 56 and US 14. City staff reached out to both MnDOT and Mankato Area Planning Organization (MAPO) staff. MnDOT responded via email indicating that construction of an interchange on US 14 at CR56 is cost prohibitive and that MnDOT would not be supportive of a study at this location. MnDOT however indicated that they would be interested in pursuing a demonstration project at CR 17 that would close the direct lefts off US 14.
- Council Member Steinberg explained that the last time Council pursued changes to the design of Highway 14, MnDOT installed R-cuts. He also expressed his strong concern that the access at CR 17 and Highway 14 needs to remain open.
- The council and staff voiced opinions that the City should be able to contact MnDOT without concerns that contact will result in changes to the highway design.
- The council consensus was they would like to invite MnDOT to a special city council meeting, hopefully in May to discuss concerns and options.
- Council Member Steinberg moved, seconded by Council Member White, to take no official action at this time and to invite MnDOT to a special council meeting to allow for discussion. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

13. Bituminous Overlay Project on CSAH 27

- Administrator Bromeland explained that per Stefan Gantert, Assistant County Engineer with Blue Earth County, a bituminous overlay project on CSAH 27 between Thomas Drive and 206th Street is planned for 2023. According to Mr. Gantert, the road will remain open with flaggers during the overlay project. Blue Earth County has indicated they need municipal consent for this project.
- Council Member Steinberg moved, seconded by Council Member White, approving a resolution giving consent for a bituminous overlay project on CSAH 27 from Thomas Drive to 206th Street. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

OTHER

1. Summary of Performance Evaluation as Required by MN Statute 13D.05, Subd. 3

- Administrator Bromeland explained that a closed session was held at the April 3, 2023 City Council meeting for the purpose of completing the annual performance evaluation of the city administrator. The meeting was closed as permitted by Minnesota Statute 13D.08, Subdivision 3(a). There were 5 rating factors and 19 rating elements used. City Administrator Jennifer Bromeland received a rating of “meeting standards or exceeding standards” for all the rating factors and elements.

2. Community Center Task Force

- Administrator Bromeland explained that city staff was directed to add “Community Center Task Force” to the agenda to allow City Council to discuss next steps and to appoint Council Member Steinberg to lead the task force. It was explained that the purpose of the task force is to study the concept of a community center and bring back information to the City Council. The task force does not have authority to expend city funds on a community center or enter into any binding agreements, it is designed to gather information to bring to the full City Council for further evaluation.
- Discussion included the desire to poll the public and to establish a task force. A date of May 24th at 7:00 p.m. at City Hall was set to host a public meeting for members of the community to provide input and to establish a task force relating to a Community Center.

- Administrator Bromeland explained that only two members of the City Council could attend this meeting to avoid open meeting law violations.
 - Council Member Steinberg moved, seconded by Mayor Norton, to set up a Community Center Task Force. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
3. Flag Protocol
- Mayor Norton stated she was contacted by a resident over the weekend as was City Hall on Monday by residents expressing concern about flag protocol.
 - Administration Bromeland explained that staff researched flag protocol relating to inclement weather and found that flags must be all-weather flags to be flown in inclement weather. She contacted the public works department who provided her with packaging showing that the flags the city uses are all-weather flags.
 - Council Member White moved, seconded by Council member Rohrich, to train all staff on how to correctly remove a damaged flag. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

CITY ADMINISTRATOR REPORT

1. Letter from LJP about Possible Future “Modified” Curbside Cleanups
 - Administrator Bromeland explained that other communities LJP serves who will be having curbside spring clean ups is due to the language in their contract and that Eagle Lake’s contract does not have this language. The City’s attorney has reviewed the City’s contract and has indicated there is nothing the City can do.
 - In meeting with Administrator Bromeland, Jesse with LJP indicated that a modified curbside fall or spring pickup may be possible in the future, but items such as large couches would not be picked up.
 - Council discussion included that residents need to keep in mind that clean up events are provided by the City at no cost to the residents.
2. Letter from Mankato about 2022 Sanitary Sewer final Costs and 2023 Expected Costs
 - Eagle Lake’s final refund for calendar year 2022 is \$19,623.63. The expected cost for 2023 is \$203,092.14.
3. 2022 Drinking Water Report
 - Each year all community water systems must distribute a drinking water report to their customers. This report is known as a Consumer Confidence Report (CCR). In lieu of mailing the full report, the City has the option to mail a postcard with information notifying customers of where they can access the report. The postcard will be mailed shortly.
 - The council asked if the water advisory from last year could be included to make new residents aware.
4. New Resident Welcome Bag – EDA Initiative
 - The council was provided with a letter that was sent to all Eagle Lake businesses for the purpose of informing them of a New Resident Welcome Bag initiative and to introduce them to the City’s new Community Development Coordinator Olivia Adomabea who will be contacting them to schedule visits.
5. Outdoor Movie Night – Save the Date: August 18th at Eagle Lake Elementary
 - The City of Eagle Lake is again partnering with Mankato Area Public Schools Community Education and Recreation to hold another Outdoor Movie Night at Eagle Lake Elementary on August 18th. The cost for the outdoor movie will be paid for via business sponsorships. At this time, the movie title will be Mighty Ducks.
6. Transportation Alternatives Funding Award Letter for Eagle Lake Pedestrian Connectivity Project
 - MnDOT sent an award letter informing the City that Eagle Lake’s TA project was selected for funding through the MnDOT District 7 Area Transportation Partnership 2027 solicitation. The TA program has set aside \$475,982 in federal funds towards the construction cost of Eagle Lake’s project in fiscal year 26. The local funds share will be split 50/50 between the City and County. A meeting was recently held with Blue

Earth Council Engineer to talk about next steps. The first step will be to enter into a cost participation agreement. More information is to follow. City staff will be exploring other grants available to help offset the local share.

7. Upcoming Annual LMC Conference and Communications Panel

- Administrator Bromeland will be attending the Annual LMC Conference June 21-23 in Duluth and was invited to speak on a communications panel from a small city perspective during one of the sessions. Due to serving on the panel the fee of the conference registration will be waived. Eagle Lake will be the first stop of the Region 9 Bus Tour on June 21st from 9:15 a.m. – 10:45 a.m. She will leave immediately following the bus tour and head to Duluth.

COUNCIL REPORTS

1. Mayor Norton explained that she is part of the legislative policy committee with Region 9. The manganese issue the City of Eagle Lake is experiencing is a region wide issue. Region 9 is making this a regional issue and will try to create more awareness.

ADJOURNMENT

- Council Member Steinberg moved, seconded by Council Member White, to adjourn the meeting at 8:59 p.m. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

Lisa Norton, Mayor

Kerry Rausch, Deputy Clerk

**CITY OF EAGLE LAKE
CITY COUNCIL MEETING
MAY 22, 2023**

CALL TO ORDER

- Mayor Norton called the meeting to order at 7:00 p.m.

ROLL CALL

- Council Members present: Garrett Steinberg, Beth Rohrich, Anthony White, John Whittington, and Mayor Lisa Norton.
- Staff present: City Administrator Jennifer Bromeland, Police Chief John Kopp, and Deputy Clerk Kerry Rausch.

PUBLIC COMMENTS

- Mary Maul, 509 Linda Dr, stated there has been a multitude of accidents and one fatality and that the most recent upgrades to Highway 14 are a bandage. Nicollet has an overpass and with Eagle Lake's growth it is time to do something.
- Robert Gospeter, 209 Ann Drive, asked where the initial design came from and how did we get to the point of needing to cross over 2 lanes of traffic and the line-of-sight issue never fixed.
- Gabriel Norton, 212 Ann Drive, stated he does not like the current design of the J-turn saying it is difficult to judge which lanes cars are in when turning west onto Highway 14.
- Josh Norton, 212 Ann Drive, stated he has witnessed cars in the winter having difficulty crossing the lanes of traffic and accelerating to get across on poor road conditions. He also stated his concern with the line-of-sight issue and that he feels the J-turn is not safe. He believes there needs to be a better design.
- Mike Guentzel, 60374 224th Lane, Madison Lake, stated he lives north of Highway 14 on County Road 27 and has personally witnessed several illegal uses of the J-turn at this intersection and that this intersection needs to be closed down. He understands an overpass is not feasible, and that none of the current designs make sense. He went on to say that the City has pigeon holed itself and that the people need another option to get to Mankato. He also stated this was all brought up with the EAW with the Motorsports Park and that forward thinking is needed.

NEW BUSINESS

1. Conversation with MnDOT District 7 Traffic Engineer Scott Thompson about Highway 14 Safety Concerns in Eagle Lake
 - Scott Thompson, an engineer with MnDOT District 7, explained that the current circumstance is due to funding and that MnDOT's funding was cut. MnDOT has since realized the error of their way and that is why other cities have grade separation. He explained that Eagle Lake is land locked to the north and development to the south.
 - Mr. Thompson stated that MnDOT is willing to work with the City of Eagle Lake to look at options for road design by working with MAPO to do a study of Highway 14 from County Road 12 to Highway 60. This study would look at where access is needed. The partners for this study would be the City of Eagle Lake, Blue Earth County, and MnDOT. He encouraged the City Council to consider adopting the revised resolution.
 - City Council discussion included the potential closing of left turn lanes. Mr. Thompson stated the goal should be to look at interim and future safety improvements and to pursue funding. MnDOT would like to

continue the discussion. He also explained that 60% of the accidents were left turning accidents, 30% were rear end accidents, and 10% were fluke accidents.

- The Council asked if any size vehicle could utilize J-turns. Mr. Thompson responded stating the MnDOT uses a semi-trailer as the design vehicle when designing J-turns.
- Also discussed was the differences between all the intersections, specifically at County Roads 56, 17 and 27 and asking to compare these intersections with the stop lights on Highway 14 in Bryon. Mr. Thompson responded stating that MnDOT's experience is that traffic signals along high-speed roadways show severe traffic safety concerns and that MnDOT is contemplating their removal, but this would be based on funding.
- Ryan Thilges, Blue Earth County Engineer, addressed a comment about Blue Earth County available funding for road work. He stated that the cost to construct an interchange would be shouldered by MnDOT, Blue Earth County and the City of Eagle Lake. He stated he is passionate about the County Road 17 intersection and its safety concerns. The signage has been changed to an LED enhanced stop sign. The line-of-sight concern is related to the curvature of the road and is affected when the sun rises. Blue Earth County is eager to get external funding, but the County is not able to pay for a project of this magnitude. He also stated that he personally and Blue Earth County are in favor of this study. He urged people to use County Road 12 for safety purposes.
- Dennis Terrell, 60604 211th Street, asked about lowering the speed to 55 mph on the highway by Eagle Lake. Mr. Thilges stated he does not believe this would be effective and that people drive at the speed that feels safe for the road design. Mr. Thompson stated that by dropping the speed, more people will offend the speed limit and it would result in increases of crashes. Mr. Thilges explained that Minnesota Statute 169.14 calls out speed limits on divided highways and that the Commissioner of Transportation is the only person who can set speed limits.
- Mr. Thilges stated that the proposed study would be the first step in a long process and that the study through MAPO would begin in 2024 and is estimated to be finished by mid-2025, possibly sooner. The study would be paid for with MAPO funding and MnDOT would pay for any cost in excess of MAPO's funding amount.
- It was pointed out that conducting this study does not automatically mean there is a project. The purpose of the study is to identify options and determine feasibility.
- Mayor Norton stated that members of the fire department were not able to attend due to a call, but wanted to voice concerns that there is no access to Highway 14 when a training goes through Eagle Lake and that there should be consideration given for emergency vehicles ability to access Highway 14.
- Mr. Thompson explained that the study would be a fact-finding exercise and would identify future growth locations, collect traffic counts for roads that connect to Highway 14 and would be conducted by a third party. No roadways would be shut down as part of the study. The City of Eagle Lake, Blue Earth County and MnDOT would be partners in this study, and all would contribute to identifying short-term solutions. When asked if this study could undo construction that was already done and limit access point, Mr. Thompson responded by stating everything is on the table.
- Mr. Thompson stated that since the J-turn has been installed there have been 4 accidents, all of which have result in property damage only. When asked if the lower usage of highway access roads could be the reason for the decrease in accidents, he responded with that could be possible. There are over 60 J-turns installed in Minnesota and these have resulted in a dramatic reduction in the severity of accidents. He also stated that J-turns typically do not have acceleration lanes. He address the comment that J-turns are not suitable for large/heavy vehicles which are not able to get up to speed quickly by stating that this is a common concern, but data does not support this. He addressed a comment stating that when the redesign of Highway 14 took place a few years ago, the design was not intended to force traffic to County Road 12 and that it is MnDOT's goal to balance safety and access to the City of Eagle Lake.

- Discussion on Eagle Lake’s historic and future growth was discussed which tied into the need to look to the future needs of the City and where road access will be needed.
- Drivers need to be reminded to slow down, to be patient, and to wait until it is safe to proceed when entering onto Highway 14. It was also mentioned that the City may want to consider reserving future right-of-ways to be able to plan ahead.
- Council Member Rohrich moved, seconded by Council Member Whittington.
- Discussion included the desire to conduct the study prior to closing access points. When asked, Mr. Thompson indicated that it may be possible to close the east bound access left turns and keep open the west bound left turns, if it is deemed necessary to limit left turn access points.
- The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

ADJOURNMENT

- Council Member Steinberg moved, seconded by Council Member Rohrich, to adjourn the meeting at 8:31 p.m. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.

Lisa Norton, Mayor

Kerry Rausch, Deputy Clerk

CITY OF EAGLE LAKE PARK BOARD MEETING
THURSDAY, MAY 11, 2023

CALL TO ORDER

Present: Chair Jeremey Horkey, Garrett Steinberg, Beth Rohrich, Joan Back, and Don Wesely.
Absent: Shane Wendland and Ryan Short
Staff Present: Jennifer Bromeland, Andrew Hartman, and Kerry Rausch
Meeting called to order at 6:45 a.m.

TREASURER'S REPORT

- The treasurer's report was presented.

BUSINESS

1. Request to Allow Sponsorship Banners at Ballfield: Mitch Kleist with MAYBA
 - Administrator Bromeland explained that a new agreement with MAYBA was signed and that MAYBA wants to hang banners on the fence and scoreboard, to develop bullpens, and install an irrigation system. The City Council approved allowing banners to be placed and gave the park board discretion as to where to allow the banners to be hung. The City retains the right to use discretion as to the appropriateness of the banners.
 - Administrator Bromeland explained that the City's attorney recommended that language about banners and their placement be left out of agreement but have a separate city-wide policy which addresses banners.
 - Park Board discussion included the concerns City Council mentioned about location of banners relating to shaded areas of the park and the possible obstruction of view as well as the possibility of obscuring the view to the pond which is a focal point of the park.
 - The Park Board discussed that MAYBA could have banners hung from April 1st to September 1st and that they will need to remove the banners removed for the winter months. The Park Board also stated that MAYBA will be responsible for taking down broken and faded banners. The Park Board indicated that MAYBA should have sole rights to hang banners since they maintain this field.
 - Administrator Bromeland explained that the City Council approved MAYBA's request to pay for and install an in-ground irrigation system and stated that the City will be responsible for the purchase and installation of a water meter and water. It was noted that it is unknown at this time what the water consumption will be and that the public works will monitor usage.
2. Resident Inquiry about Possibility of Basketball Hoop at Eagle Heights Park
 - Administrator Bromeland explained that discussion took place at the April 13th Park Board meeting about an inquiry received from a resident about installing a basketball hoop at Eagle Heights Park. Following that meeting, Publish Works Director Andrew Harman assessed the layout of Eagle Heights Park and space available to add a basketball hoop.
 - Public Works Director Andrew Hartman explained that due to the utility easement for the pipeline that runs through Eagle Heights Park, there is space to develop a 16' x 16' basketball area.
 - Park Board discussion included that the residents in the area of Eagle Heights Park offered

and understood that if a small basketball court would be developed, that they would be responsible for fundraising and that the City would not cover the costs.

- Park Board and City Council Member Rohrich explained that she has not been involved in spearheading this request, but that she did submit her opinion about this proposed basketball court as a resident.
- Park Board discussion included that they did not feel there was an appropriate enough space to install a basketball hoop and slab and asked staff to contact the person who initiated this request to let them know.

3. Park Shelter Pricing and Next Steps

- Administrator Bromeland stated that Public Works Director Andrew Hartman is taking the lead on this project.
- Public Works Director stated the bids from J.R. Murilla and Schabert were very comparable and that there were no concerns with either bid. It was noted that the bid from J.R. Murilla had a disclaimer that the fees for the building permit were not included and that Schabert's bid included connecting the plumbing.
- The exact review fees from Bolton and Menk for an in-depth review is not available but it is anticipated this review may cost approximately \$5,000 and will be paid for out of parks professional services.
- Park Board discussion included if the addition of the pavilion and ADA bathroom will trigger updates to the existing bathroom facility. City staff will research this.
- Administrator Bromeland stated she will bring to the City Council for consideration the ability of staff to apply for grants and other funding sources to assist with the cost of this project.
- Chair Jeremy Horkey moved, seconded by Don Wesely, to move forward with the bid from J.R. Murilla Construction totaling \$129,200 for the pavilion at Lake Eagle Park. The motion carried.

4. Vandalism at Park-Porta Toilet Damage

- Administrator Bromeland explained that Bruender Construction has informed City staff that the ADA porta toilet at the park next to the rink has been vandalized. The roof on the unit is caved in and will need to be repaired. The cost of the repairs is unknown at this time. In addition to the roof being caved in, Bruender Construction reported that someone is smearing feces on the walls of the inside of the unit and that it has been going on for weeks and not considered part of their normal maintenance on the unit as part of the rental. The City was first notified of these issues on May 8th and the police department is aware of recent activity and has been asked to monitor this area more closely.
- Park Board discussed exploring the possibility of adding security cameras in the park and options available. The Park Board asked if it would be possible to have more of a police presence in the park which could include foot and/or bicycle patrol.

5. 3 on 3 Basketball and Street Hockey – Don Wesley.

- Don Wesley stated he would like to wait until after July 4th to start the 3 on 3 programming and that based on survey results he will hold events one weekday and a couple of evenings a week and that each event will be open to all youth.
- Adult volunteers are needed to supervise events.
- Staff will promote this programming once promotional materials are received.

6. Annual Sunflower Contest

- Administrator Bromeland stated a resident has contacted the city about the sunflower contest

and asked if this is something the Park Board would like to continue. She also explained that community interest seems to be waning on this competition.

- Park Board consensus was to hold the sunflower contest again but stated this will be the last year if there isn't much interest.

7. Pond Maintenance

- Administrator Bromeland stated that Joan Back reached out to Ryan Wersal about pond maintenance relating to the pond in Lake Eagle Park. Park Board consensus was that they would like Public Works Director Andrew Hartman to meet with Ryan Wersal to learn his suggestions for pond maintenance and for Mr. Hartman to bring this information back to the Park Board.

8. Tator Days

- Beth Rohrich explained that JaDee Pals with the Eagle Lake Tator Days committee contacted her and explained that the Eagle Lake queen pageant contestants are required to do a community service project and that this years theme is environmental. Ms. Pals asked if there would be any community impact projects contestants could be involved with. The majority of their work would be between June and August, but their commitment would be one year long and there could be anywhere from two to eight candidates.
- The Park Board brainstormed project ideas. Administrator Bromeland will talk with Ms. Pals regarding this proposal.

9. T-Ball -Jeremy Horkey

- Jeremy Horkey stated that T-ball has 70 kids registered this year and that kids from many of the surrounding communities will be involved in this program. Mr. Horkey thanked the fire department for their generous donation of \$500 which was used to purchase new equipment. He also expressed appreciation for the coaches and sponsors.

Submitted by:
Kerry Rausch

ECONOMIC DEVELOPMENT AUTHORITY
THURSDAY, MAY 25, 2023

Call to Order

- The meeting was called to order by Chair Brian Hughes at 6:49 a.m.
Members Present: John Whittington, Brooke Wach, Anthony White, Jim Beal, Brian Hughes, Christine Black-Hughes, and Tony Dickmeyer
Staff Present: Jennifer Bromeland and Kerry Rausch

Approval of Agenda

- The agenda was approved as presented.

Treasurer's Report

- The treasurer's report was presented.
- Administrator Bromeland stated Community Development Coordinator Olivia Adomaba will be working with loan requests when received.

New Business

- None

Other-Administrator Updates

1. Little Sprouts Forgivable Loan Program Request Approved by Blue Earth County
 - Administrator Bromeland stated that she presented the forgivable loan request for Little Sprouts to Blue Earth County and that the request was approved. The City will receive the paperwork from the County.
2. Highway 14 Safety Concerns and Corridor Study Request Submitted
 - Administrator Bromeland explained the City Council held a special council meeting on May 22nd regarding Highway 14 safety concerns. Initially the City of Eagle Lake asked for a study of the three intersections for Eagle Lake. Scott Thompson with MnDOT indicated their interest in looking at a study of the Highway 14 corridor from County Road 12 to Highway 60. This study would be lead by MAPO with the City of Eagle Lake, Blue Earth County, and MnDOT as partners in the study. Administrator Bromeland explained that she has been in contact with Ryan Thilges with Blue Earth County and Greg Ous with MnDOT regarding this study as well.
 - The EDA along with the City Council needs to keep in mind future development and the need to acquire right of ways north of Highway 14 for future road design options. MAPO will receive the city's request for the study and should begin in 2024.
3. Transportation Alternatives Grant Award for Pedestrian Connectivity Project
 - Administrator Bromeland stated she submitted an application for the Pedestrian Connectivity Project and that the City received \$475,000 which will include two sidewalk segments and a trail segment along 211th Street and S Agency. There is a local share component which includes the City of Eagle Lake and Blue Earth County. It is anticipated that the earliest this project will begin is 2024.

4. Upcoming Region 9 Bus Tour (June 21st at 9:15 a.m.-10:45 a.m.)
 - Alejandra Bejarano and Nate George with Region Nine will be present to give information about the Eagle Lake Strategic Development Plan they worked on. Eagle Lake will be the first stop on this tour.
 - Administrator Bromeland encouraged EDA members to attend this stop on the tour.

5. REDA Joint Services Agreement and Next Steps
 - Administrator Bromeland, Community Development Coordinator Adomaba and Jim Beal attended the recent REDA meeting which was held in Eagle Lake. REDA will schedule a time to attend an Eagle Lake City Council or EDA meeting.
 - Administrator Bromeland stated it is important for the City to ask questions and to learn how the city benefits from their services. The new joint services agreement will go into effect in January 2024 upon being signed. At this time the City has not signed the agreement.
 - Administrator Bromeland will update the EDA when a meeting date has been scheduled.

6. Eagle Lake's New Community Development Coordinator will be at the June EDA Meeting
 - Community Development Coordinator, Olivia Adomaba, will begin working full-time June 1st and will attend the next EDA meeting. She is working on the welcome bags and has received items for the bags from a couple of businesses. The feedback from businesses resulting from the letter mailed has been positive.
 - Brooke Wach stated that she spoke to a former renter of Eagle Lake and asked them if they felt like part of the community as a renter and their response was no. When asked if they would have received a welcome bag if that would have helped and they said it would have. Administrator Bromeland stated that Eagle Lake does have a high number of rental units and it is important renters feel they are part of the community.

General Discussions

1. Freedom Security – Administrator Bromeland has reached out to Mr. Bales and will continue to do so.
2. Mankato Motorsports Park –it was noted that no updates are available at this time as a second appeal was filed and following the legal process for an appeal.
3. New developments are required to pay a park dedication fee if they are not dedicating parkland.
4. County Road 27 repaving work is being done by Blue Earth County.
5. Jim Beal stated there is a section of 598th Avenue that does not have a trail and in that area there are several people who use the road itself to walk, bike, and use wheelchairs. It may be pertinent for the City of look into extending the path.
6. The state's bonding bill did not include line an item specifically for the City of Eagle Lake, however, there may be other sources which can be looked into.
7. Interior work on the water tower is taking place. When the interior work is completed the exterior work will begin. The goal is to have this project completed by July's Music on Parkway event.

Adjournment

The meeting adjourned at 7:29 a.m.

CITY OF EAGLE LAKE

*Check Summary Register©

May 2023

Name	Check Date	Check Amt	
10100 Cash			
1670e	AFLAC	5/4/2023	\$160.08 April Premium
1671e	PSN	5/4/2023	\$628.48 April Fees
1672e	MN DEPT OF REVENUE	5/5/2023	\$1,813.00 April Sales Tax
1673e	WEX HEALTH INC.	5/8/2023	\$215.41 BW 05-11-23
1674e	PERA	5/8/2023	\$4,877.31 BW 05-11-23
1675e	WEX HEALTH INC.	5/8/2023	\$24.75 April Fees
1676e	PERA	5/22/2023	\$4,554.80 BW 05-25-23
1677e	WEX HEALTH INC.	5/22/2023	\$215.41 BW 05-25-23
1678e	PERA	5/23/2023	\$45.00 MO 05-23
1679e	AFLAC	5/26/2023	\$160.08 May Premiums
45321	ANCOM	5/1/2023	\$22,806.20 Noise Cancelling Headsets
45322	C & S SUPPLY CO INC	5/1/2023	\$6.98
45323	CARRIAGE REPAIR INC	5/1/2023	\$195.15 F350-Grass Truck
45324	CENTER POINT ENERGY	5/1/2023	\$1,243.40
45325	EAGLE EXPRESS	5/1/2023	\$1,549.93 Fuel
45326	MATHESON TRI GAS INC	5/1/2023	\$137.66
45327	MN POLLUTION CONTROL AGEN	5/1/2023	\$45.00 Certification Fee
45328	TALLE, TRENT	5/1/2023	\$332.05 Pump Parts, Extrication Hand Tool, Parts
45329	LINDE GAS & EQUIPMENT INC	5/1/2023	\$58.31
45330	WHITE, HAYLEE	5/1/2023	\$31.77 Refund-Other Payment of Utility Bill
45331	BCBS OF MN	5/10/2023	\$11,901.67 June Premium
45332	BENCO ELECTRIC	5/10/2023	\$519.55 STREET LIGHTING
45333	BHE COMMUNITY SOLAR LLC	5/10/2023	\$3,452.88 SOLAR GARDEN
45334	CHRISTOPHER KENNEDY	5/10/2023	\$1,242.00 May Charges
45335	METRONET	5/10/2023	\$409.43
45336	PRINCIPAL LIFE INSURANCE CO	5/10/2023	\$178.62 May/June Premium
45337	US BANK EQUIPMENT FINANCE	5/10/2023	\$114.00
45338	Verizon Wireless	5/10/2023	\$276.66
45339	CANON FINANCIAL SERVICES IN	5/22/2023	\$217.00
45340	CASEYS BUSINESS MASTERCA	5/22/2023	\$356.34
45341	DELTA DENTAL OF MN	5/22/2023	\$790.16 June Premium
45342	MADDEN GALANTER HANSEN	5/22/2023	\$500.00 February Services
45343	ADP, LLC	5/22/2023	\$399.90
45344	A & M PLUMBING AND HEATING	5/31/2023	\$1,096.30 Faucet at Lake Eagle Park
45345	ALLIED OVERHEAD DOOR INC	5/31/2023	\$97.50 South Door at Public Works
45346	ARAMARK	5/31/2023	\$316.52
45347	BADGER METER	5/31/2023	\$1,091.64 Hosting Service
45348	BAUERS SPECIALTY SALES	5/31/2023	\$55.98 Trimmer Head
45349	BENCO ELECTRIC	5/31/2023	\$532.22 STREET LIGHTING
45350	BOLTON & MENK INC	5/31/2023	\$17,155.50 Fox Meadows Development
45351	BROMELAND, JENNIFER	5/31/2023	\$155.79 Reimbursement
45352	CARRIAGE REPAIR INC	5/31/2023	\$190.00 Rebuild Cylinder
45353	CENTER POINT ENERGY	5/31/2023	\$779.57
45354	CITY BUILDING INSPECTION SR	5/31/2023	\$16,517.45
45355	COMPUTER TECHNOLOGY SOL	5/31/2023	\$4,920.24 Replace Switch and UPS
45356	CONSOLIDATED COMMUNICATI	5/31/2023	\$198.53
45357	CORE & MAIN	5/31/2023	\$417.68 Snap On Pentagon Socket
45358	FEDEX	5/31/2023	\$9.70 Shipping
45359	FIRE CATT	5/31/2023	\$1,862.38 Hose Testing
45360	FREE PRESS	5/31/2023	\$99.01 Notice of MS4 Public Meeting
45361	FRESH START CLEANING AND	5/31/2023	\$200.00 March Service
45362	GOPHER STATE ONE CALL	5/31/2023	\$132.30 April Fees
45363	GOVERNMENT FORMS & SUPPLI	5/31/2023	\$338.67 Business Cards - Adomaba
45364	HARRISON FORD	5/31/2023	\$61.85 2020 Ford Explorer

20

CITY OF EAGLE LAKE

*Check Summary Register©

May 2023

	Name	Check Date	Check Amt	
45365	HAWKINS	5/31/2023	\$13,873.25	
45366	ISG	5/31/2023	\$440.00	SWPPP Administration
45367	J.R. BRUENDER CONSTRUCTIO	5/31/2023	\$325.00	Skating Rink Location
45368	LJP ENTERPRISES	5/31/2023	\$11,941.35	Small=947 Large=122
45369	LOFFLER COMPANIES INC	5/31/2023	\$176.00	Lease
45370	LOKENS ASPHALT MAINTENANC	5/31/2023	\$4,042.50	Street Sweeping
45371	MAC TOOLS	5/31/2023	\$159.99	Axle Nut Service Kit
45372	MACQUEEN EMERGENCY	5/31/2023	\$2,277.85	Chanelllock Rescue Tool Cable Cutteer
45373	CITY OF MANKATO	5/31/2023	\$25,386.52	Sanitary Sewer Charge
45374	MENARDS	5/31/2023	\$518.61	
45375	METERING & TECHNOLOGY SOL	5/31/2023	\$112.30	
45376	MN STATE FIRE CHIEF ASSN.	5/31/2023	\$520.00	2023 Membership Renewal
45377	MINNESOTA WASTE PROCESSI	5/31/2023	\$7,398.71	
45378	NORTON, LISA	5/31/2023	\$134.37	
45379	PLOOG ELECTRIC	5/31/2023	\$198.50	Light Fixture
45380	PLUNKETTS PEST CONTROL	5/31/2023	\$104.22	
45381	SANCO EQUIPMENT LLC	5/31/2023	\$499.92	Bearing
45382	SCHWICKERTS	5/31/2023	\$784.00	Planned Service Contract
45383	SOUTH CENTRAL COLLEGE	5/31/2023	\$2,250.00	CDL Class - Nathan Ruel
45384	SPS COMPANIES INC	5/31/2023	\$26.72	
45385	STAPLES BUSINESS ADVANTA	5/31/2023	\$188.74	
45386	STENZEL, TIM	5/31/2023	\$33.98	Reimbursement
45387	TRACTOR SUPPLY CREDIT PLA	5/31/2023	\$646.03	Hand Pump
45388	UNITED STATES POSTAL SERVI	5/31/2023	\$290.00	Permit #12 First Class Presort Annual Renewal
45389	WESELY, DON	5/31/2023	\$341.98	3 on 3 Equipment
45390	XCEL	5/31/2023	\$4,267.37	
45391	XTREME GRAFIX	5/31/2023	\$635.00	Clothing
	Total Checks		\$183,260.72	

FILTER: ((([Act Year]='2023' and [period] in (5)))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??') or [EFT])) and [Cash Act]='10100'

CITY OF EAGLE LAKE

06/02/23 8:25 AM

Page 1

*Check Summary Register©

May 2023

	Name	Check Date	Check Amt	
10101	EDA Cash			
478	BROMELAND, JENNIFER	5/31/2023	\$27.64	Reimbursements
		Total Checks	\$27.64	

FILTER: ((([Act Year]='2023' and [period] in (5))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??') or [EFT])) and [Cash Act]='10101')

22

Pay Dates 05/11/2023, 05/25/2023

Payroll Name	Pay Date	Net Pay
Adomabea, Olivia	05/11/2023	255.61
Adomabea, Olivia	05/25/2023	554.74
Anderson, Jim	05/11/2023	561.33
Anderson, Jim	05/25/2023	641.47
Auringer, Mandy L	05/11/2023	830.61
Auringer, Mandy L	05/25/2023	830.58
Beckmann, Jacob Donald	05/11/2023	1,303.24
Beckmann, Jacob Donald	05/25/2023	1,221.07
Bromeland, Jennifer J	05/11/2023	2,888.28
Bromeland, Jennifer J	05/25/2023	2,888.27
Guillemette, Connor M	05/11/2023	1,425.33
Guillemette, Connor M	05/25/2023	1,370.89
Haber, Jerald L	05/25/2023	95.40
Hartman, Andrew R	05/11/2023	1,749.58
Hartman, Andrew R	05/25/2023	1,749.56
Jensen, Dustin D	05/11/2023	1,531.95
Jensen, Dustin D	05/25/2023	1,562.80
Konz, Noah J	05/25/2023	36.94
Kopp, John A	05/11/2023	2,962.02
Kopp, John A	05/25/2023	2,302.31
Nicklay, Michael L	05/11/2023	1,142.76
Nicklay, Michael L	05/25/2023	1,142.76
Norton, Elizabeth Jean	05/25/2023	393.07
Rausch, Kerry L	05/11/2023	1,379.94
Rausch, Kerry L	05/25/2023	1,277.06
Rohrich, Elizabeth K	05/25/2023	323.22
Ruel, Nathan W	05/11/2023	1,155.06
Ruel, Nathan W	05/25/2023	1,217.87
Simpson, Vern L	05/25/2023	199.40
Steinberg, Garrett R	05/25/2023	323.22
White, Anthony D	05/25/2023	323.22
Whittington, Johnnie L	05/25/2023	323.22

23

We are trying to be more visible at the parks to help stop the vandalism. We are trying to interact more with the kids at the park and continue to be involved with the community.

We participated in the Towards Zero Deaths (TZD) May seatbelt wave.

We will be participating in the June TZD Speed enforcement wave as well.

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



Chief John Kopp
Eagle Lake Police Department

Eagle Lake Police Department Accumulative Report

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Traffic Ticket Report													
Careless Driving	0	0	0	0	0								0
DAS/DAR/DAC	1	0	1	1	1								4
Equipment Violations	0	0	0	0	0								0
Expired Tabs	0	0	0	0	0								0
Other	2	4	2	1	0								9
Seatbelt	0	1	0	0	0								1
Speeding	0	0	9	6	1								16
Stop Sign	0	0	0	0	0								0
Traffic Stops	28	23	43	27	23								144
Warnings	26	18	32	20	21								117
													Total
Calls for Service													
Accidents	1	1	0	0	5								7
Administrative Citations	0	0	0	0	0								0
Alarms	1	1	1	3	0								6
Animal Comp.	4	5	6	10	15								40
Assaults	0	1	0	0	0								1
Assist	6	3	2	4	4								19
Assist Ambulance	4	6	4	10	8								32
Assist Fire Dept	1	1	4	2	4								12
Assists OA	9	9	13	11	15								57
Burglary	0	0	0	0	0								0
Call Outs	9	1	2	7	4								23
Civil	3	6	5	2	4								20
Directed Patrol	58	49	37	18	38								200
Disturbance	3	2	1	3	3								12
Domestic	0	2	1	1	1								5
Driving Comp.	1	1	2	1	5								10
DWI	1	0	1	1	1								4
Fraud	0	4	2	0	3								9
Harrasment	0	0	1	0	0								1
Miscellaneous	32	21	15	29	41								138
Narcotics	1	0	1	0	0								2
Noise Comp	0	0	0	0	3								3
Ordinance Viol.	4	2	6	2	13								27
Party Comp.	0	0	1	0	0								1
Property Damage	0	1	1	1	1								4
Runaway/Missing Person	1	0	0	1	1								3

7

EAGLE LAKE FIRE DEPARTMENT 2023 CALL REPORT

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	% OF TOTAL
Assist Law Enforcement	2	3	1	-	-	-	-	-	-	-	-	-	6	9.0%
Assist Law Enforcement (cancelled)	-	1	-	-	-	-	-	-	-	-	-	-	1	-
Explosion (No Fire)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Fire (Commercial)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Fire (Residential)	-	-	1	-	-	-	-	-	-	-	-	-	1	1.5%
Fire (Standby)	1	-	-	-	-	-	-	-	-	-	-	-	1	1.5%
Fire (Vehicle)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Fire (Wildland)	-	-	-	1	-	-	-	-	-	-	-	-	1	1.5%
Fire Alarm	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Fire Assist	-	1	-	-	-	-	-	-	-	-	-	-	1	1.5%
Fire CO	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Fire False Alarm	-	-	1	-	-	-	-	-	-	-	-	-	1	1.5%
Fire Mutual Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Gas Leak	-	-	2	-	2	-	-	-	-	-	-	-	4	6.0%
Hazardous (No Fire)	-	-	-	-	1	-	-	-	-	-	-	-	1	1.5%
Medical (Cancelled)	-	-	-	-	1	-	-	-	-	-	-	-	1	1.5%
Medical (Response)	6	3	4	9	7	-	-	-	-	-	-	-	29	43.3%
Medical Lift Assist	1	4	-	3	3	-	-	-	-	-	-	-	11	16.4%
Missing Person Search	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Motor Vehicle Accident w/Injury	-	-	1	-	2	-	-	-	-	-	-	-	3	4.5%
Motor Vehicle Accident w/o Injury	1	1	-	1	-	-	-	-	-	-	-	-	3	4.5%
Motor Vehicle Accident (Fatality)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Motor Vehicle Accident (Cancelled)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Odor Investigation	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Power Lines	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Rescue (Entrapment/Machinery)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Rescue (Grain Bin)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Rescue (Water)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Smoke Investigation	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Smoke/CO Alarm Malfunction	-	-	1	-	-	-	-	-	-	-	-	-	1	1.5%
Special Incident	-	-	-	1	1	-	-	-	-	-	-	-	2	3.0%
Weather	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total	11	13	11	15	17	-	-	-	-	-	-	-	67	99%
RESPONSE AREA														
Eagle Lake	10	10	8	11	13	-	-	-	-	-	-	-	52	77.6%
St. Clair	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Good Thunder	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Kasota (Lime Twp)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Le Ray TWP	1	3	3	3	4	-	-	-	-	-	-	-	14	20.9%
Madison Lake (Le Ray Twp)	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Mapleton	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Mankato	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Mankato Twp	-	-	-	1	-	-	-	-	-	-	-	-	1	1.5%
Total	11	13	11	15	17	-	-	-	-	-	-	-	67	100%

June 2023

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

From: Andrew Hartman Public Works Director

Water: We have been monitoring pressure relief valves during the tower project. I have been in close contact with Bolton and Menk about the progress of the tower.

Sewer: We have been monitoring the temp controls at the main lift station. The control panels have been pushed back a bit from the factory, while they wait on parts that are taking longer than they thought.

Streets: WW Blacktopping should be here at the beginning of June to complete the work that was proposed at the last meeting. We have been filling potholes as needed.

Parks: We are waiting on parts to fix the Volito swing at Lake Eagle Park. The bathrooms have been opened and we had to make a few repairs to the plumbing as well.

Storm Sewer: We have been conducting MS4 inspections and have been cleaning catch basins after rain events to prevent debris from getting into the storm sewer systems.

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



Andrew Hartman

2023 Building Permits Issued

<u>HOUSE #</u>	<u>STREET</u>	<u>VALUE</u>	<u>Project Description</u>
101-115	Connie Ln. E.	\$ 55,000.00	Foundation/Footings
100-114	Arctic Fox Path	\$ 55,000.00	Foundation/Footings
70	LeRay Ave	\$ 21,500.00	Reroof-commercial
204	Blace Ave	\$ 13,500.00	Reroof
229	Oak Dr.	\$ 5,500.00	Deck
200	Blace Ave	\$ 6,386.00	Deck
201	Eagle Ave	\$ 23,577.00	Residing-Commercial
330	Falcon Run	\$ 9,900.00	Deck
712	Maple Ln	\$ 520,000.00	New Home
100	Linda Dr.	\$ 18,000.00	Reside
101-115	Connie Ln	\$ 55,000.00	Plumbing
100-114	Arctic Fox Path	\$ 55,000.00	Plumbing
409	Thomas Dr. E.	\$ 8,000.00	Furnace/AC

<u>Zoning #</u>	<u>Address</u>	<u>Type</u>
23-9	104 Falcon Ct.	Fence
23-11	328 Falcon Run	Fence

Eagle Lake Fire Relief
Gambling Fund Report April 2023

Balance	4/1/23	\$24,437.84
Income:		
Paper Pull Tabs		\$5,286.00
Electronic		\$20,395.00
Interest Income		\$7.97
Total Income		<u>\$25,688.97</u>
Total Funds Available		\$50,126.81
Less Total Disbursements		<u>(\$25,791.82)</u>
Balance	4/30/23	\$24,334.99

2023 Profit / Community Donations

Net Profit:		
	1/23	(\$10,954.21)
	2/23	\$2,927.69
	3/23	\$4,442.89
	4/23	(\$1,493.30)

Total Profit To Date: (\$5,076.93)

Community Donations To Date: \$0.00

Eagle Lake Fire Relief
May 9 2023
Items To Be Approved

<u>To</u>	<u>For</u>	<u>Amount</u>
Eagles Nest	Rent	\$3,822.29
Randy Hoffmann	Accounting	\$700.00
Chad Witte	Wages	\$277.05
Triple Crown Gaming	Pull Tabs	\$1,867.51
	Invoice #9191824, #9196241 #9196246 Due 5/14/23	
Pilot Games	E-Bingo Prizes & Fees	\$448.01
Triple Crown Gaming	E-Tabs (No Check)	\$3,126.56
MN Revenue	State Tax (No Check)	\$8,825.00
Total		\$19,066.42

**Temporary License to Sell Liquor in a Contiguous Area
to a Licensed Premises**

Applicant's Name DAVID DETTRICH	
Applicant's Address 100 2ND STREET N	
Home Phone	Business Phone
Name of Licensed Establishment EAGLE'S NEST, INC	
Address of Licensed Establishment 100 2ND STREET N.	
Describe the dates and hours that the non-enclosed premises will be in operation JULY 15, 2023 BEER GARDEN 3PM TO 1AM	
<small>(Note: Temporary Non-enclosed Premises Licenses may not exceed one three day period)</small>	
Briefly describe what barriers will be used to delineate the non-enclosed areas and what methods will be used to prevent removal of beverages outside licensed area. 4' SNOW FENCE AROUND AREA POLICE AT ENTRANCE	

Temporary License to Sell Liquor in a Contiguous Area to a Licensed Premises

Briefly address each of the following concerns:

Type of chairs and/or tables used and their anchoring:

NO TABLES OR CHAIRS

Location and number of sanitary facilities provided:

1 PORT-O-POTTY

Type of beverage container used:

CANS OR RED SOLO CUPS (NO GLASS)

Number of personnel required to supervise non-enclosed area:

TBD... USUALLY 4

Maximum number of persons who may be present at any one time:

TBD

Please attach a scaled drawing showing the following elements:

- Barriers
- Seating
- Ingress and Egress Arrangements
- Sanitary Arrangements
- Any other Pertinent Equipment

Applicant and any and all officers and partners of the licensee will strictly comply with all the laws of the State of Minnesota and all ordinances of the City. Applicant certifies that all information given in this application is accurate and complete.



Signature of Applicant

5-23-23

Date

**Temporary License to Sell Liquor in a Contiguous Area
to a Licensed Premises**

Applicant's Name Tamie Guentzel

Applicant's Address
(legion →) 100 N. 3rd Street Eagle Lake, MN

Home Phone _____ Business Phone _____

Name of Licensed Establishment
Eagle Lake American Legion Post 617

Address of Licensed Establishment
100 N. 3rd Street Eagle Lake, MN 56024

Describe the dates and hours that the non-enclosed premises will be in operation
Thursday July 13 - Saturday July 15th
7/13 3p - 12:30a 7/15 9am - 12:30am
7/14 3p - 12:30a
(Note: Temporary Non-enclosed Premises Licenses may not exceed one three day period)

Briefly describe what barriers will be used to delineate the non-enclosed areas and what methods will be used to prevent removal of beverages outside licensed area.
The Legion will have fencing around back parking lot area to pavillion.
The Legion will also have closed entrance / exit with fencing.
Staff & volunteers will monitor during business hour events

**Temporary License to Sell Liquor in a Contiguous Area
to a Licensed Premises**

Briefly address each of the following concerns:

Type of chairs and/or tables used and their anchoring: picnic tables

Location and number of sanitary facilities provided: We will use restrooms in pavillion - inside building

Type of beverage container used: cans or plastic

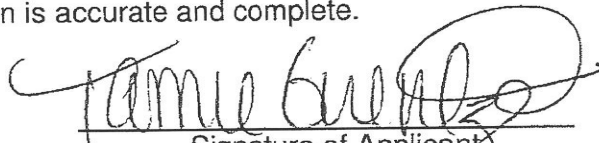
Number of personnel required to supervise non-enclosed area: max. 12 min. 8 depends on time & event(s)

Maximum number of persons who may be present at any one time: 250

Please attach a scaled drawing showing the following elements:

- Barriers
- Seating
- Ingress and Egress Arrangements
- Sanitary Arrangements
- Any other Pertinent Equipment

Applicant and any and all officers and partners of the licensee will strictly comply with all the laws of the State of Minnesota and all ordinances of the City. Applicant certifies that all information given in this application is accurate and complete.



Signature of Applicant

5-24-23

Date

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2023-28**

A RESOLUTION ACCEPTING A DONATION TO THE CITY

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

WHEREAS the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Sons of the American Legion Post 617	\$300
Jerney Horkey	\$300

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

To be applied towards the 2023 Music on Parkway costs.

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

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

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Eagle Lake, Minnesota this 5th day of June 2023.

Lisa Norton
Mayor

Attested:

Jennifer J. Bromeland
Administrator



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Tator Days – Application for Road Closing Permit and Parade Permit

Attached is an application for road closing permit for Tator Days. Also attached is an application for a parade permit for Tator Days.

While no formal action is required, attached is an email from Tator Days coordinator JaDee Pals informing the City Council of plans to have the goofy goat farm in town for Tator Days. The goofy goat farm will be a post-parade kids activity and set up in the grassy area between the American Legion Post 617 and Parkway Avenue.

A motion is necessary to approve the submittal of both above described applications to Blue Earth County.


Jennifer J. Bromeland
City Administrator

BLUE EARTH COUNTY MINNESOTA

APPLICATION FOR ROAD CLOSING PERMIT

This application, printed or typed, with an attached route map should be delivered to the Blue Earth County Engineer's Office at Box 3083, 35 Map Drive, Mankato, MN 56001 at least 14 days in advance of the requested road closing date (or date of substantial interference with the use of road) in order that agencies involved in processing may have time to review the application. This permit must be approved by the Blue Earth County Highway Engineer and the Blue Earth County Sheriff.

NAME OF APPLICANT: City of Eagle Lake for Tator Days

ADDRESS: 705 Parkway Ave, PO Box 159

TELEPHONE: 507-257-3218

SPONSORING ORGANIZATION: City of Eagle Lake

ADDRESS: Same as above

TELEPHONE: ↓

OCCASION: Tator Days - Annual Community Celebration

DATE OF ROAD CLOSING Sat. July 15, 2023

TIME OF ROAD CLOSING 1:00 P.M. TIME OF ROAD OPENING 5:00 P.M.

Briefly describe necessity of using the road and need for closing:

Would like to block off the area in front of fire hall & Am. Legion for community celebration - Parkway Ave (SAH 17) between 3rd St & Plainview Street

As a duly authorized agent or representative of the sponsoring organization, I hereby make application for a permit to use or close County Road No. 17 or County State Aid Highway No. _____ for the purpose described on this application and in accordance with the Regulations for Road Closing as described on the reverse side of this permit.

SIGNED: Janis J. Brumland DATE: May 25, 2023

CITY OFFICIAL APPROVAL SIGNATURE: Janis J. Brumland DATE: 5/25/23

Pursuant to the Blue Earth County Commissioners' Resolution No. 86-368 dated July 22, 1986, I hereby authorize the above applicant subject to the provisions and conditions which may be necessary for the safety of the participants and the orderly and safe movement of the public traffic. This permit shall be valid only for the date and time indicated.

SIGNED: _____ DATE: _____, 20____
Blue Earth County Sheriff

SIGNED: _____ DATE: _____, 20____
BEC Highway Engineer

BLUE EARTH COUNTY

REGULATIONS FOR ROAD CLOSING

APPLICANT'S RESPONSIBILITIES

1. Applicant is required to have signed approval by a City Official if closing a city street.
2. Set up and remove barricades. Barricades may be borrowed from the County Highway Department for public events as approved by the County. There is no rental charge, but if damaged or destroyed, a \$80.00 replacement charge will be required.
3. Road not to be closed after dark.
4. Leave road, boulevard, and adjacent property in a clean manner.
5. Any complaints received by the local Police Department or County Sheriff may cause the approval to be denied and the street to be re-opened to traffic (block parties).
6. For emergency reasons, at no time is the street to be blocked inside the closed area with vehicles.
7. The applicant hereby agrees to indemnify, save, and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the road closing. Further, the applicant agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever nature or whatever character arising as a result of the road closing.
8. **SPECIAL REQUIREMENTS:**

BLUE EARTH COUNTY MINNESOTA

APPLICATION FOR PARADE PERMIT

This application, printed or typed, with an attached route map should be delivered to the Blue Earth County Engineer's Office at Box 3083, 35 Map Drive, Mankato, MN 56001 at least 14 days in advance of the requested parade date (or date of substantial interference with the use of road) in order that agencies involved in processing may have time to review the application. This permit must be approved by the Blue Earth County Highway Engineer and the Blue Earth County Sheriff.

NAME OF APPLICANT: City of Eagle Lake for Tatar Days

ADDRESS: 705 Parkway Ave, PO Box 159

TELEPHONE: 507-257-3218

SPONSORING ORGANIZATION: City of Eagle Lake

ADDRESS: 705 Parkway Ave, PO Box 159

TELEPHONE: 507-257-3218

OCCASION: Tatar Days - Annual Community Celebration

DATE OF PARADE July 15, 2023

TIME OF PARADE 1 A.M./P.M. (line up starts at noon)

Briefly describe necessity of using the road/s and complete route:

The route includes Creekside Dr., Lesueur Dr, Linda Dr, Agency St. (CSA# 27) & Parkway Ave (CSA# 17). See attached map.

As a duly authorized agent or representative of the sponsoring organization, I hereby make application for a permit to use County Road No. 27 or County State Aid Highway No. 17 for the purpose described on this application and in accordance with the Regulations described on the reverse side of this permit.

SIGNED: Janice J. Brandard DATE: May 25, 20 23.

CITY OFFICIAL APPROVAL SIGNATURE: Janice J. Brandard DATE: 5/25/23

Pursuant to the Blue Earth County Commissioners' Resolution No. 86-368 dated July 22, 1986, I hereby authorize the above applicant subject to the provisions and conditions which may be necessary for the safety of the participants and the orderly and safe movement of the public traffic. This permit shall be valid only for the date and time indicated.

SIGNED: _____ DATE: _____, 20____
Blue Earth County Sheriff

SIGNED: _____ DATE: _____, 20____
BEC Highway Engineer

BLUE EARTH COUNTY

REGULATIONS PARADE

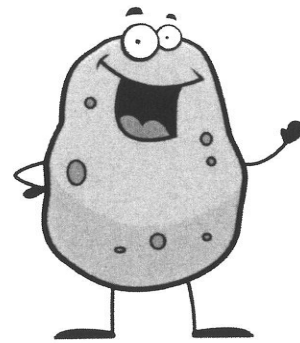
APPLICANT'S RESPONSIBILITIES

1. Applicant is required to have signed approval by a City Official if closing a city street.
2. Leave road, boulevard, and adjacent property in a clean manner.
3. Any complaints received by the local Police Department or County Sheriff may cause the approval to be denied.
4. The applicant hereby agrees to indemnify, save, and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the road closing. Further, the applicant agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever nature or whatever character arising as a result of the parade permit.

5. SPECIAL REQUIREMENTS:

EAGLE LAKE TATOR DAYS PARADE

Saturday, July 15, 2023 at 1pm



- **When:** Parade Line up from 12pm – 12:30, Parade Starts at 1pm
- **Where:** Check-in at the corner of 598th and Creekside Drive in Eagle Lake
 - o From Highway 14, exit at the Casey's in Eagle Lake and proceed South on 598th Ave past the roundabout until you reach Creekside Drive.
- **Registration Deadline:** Please register by Friday, July 7th. The sooner the better!
- **Line-up assignments:** We understand plans can change leading up to the event. That's why we communicate line-up numbers and location during check-in. Thanks for understanding!
- **Donations:** Recommended minimum donation is \$25 per entry. Thank you for your generosity!
- **Register:** See registration form below. Retain a copy for your records.
- **Candy:** Yes please! Candy/Promo items can be shared. Hand-out/Toss is just fine!
- **Safety:** Please watch for kids around moving vehicles. Toss candy far enough away from traffic.
- **There's More!** Stay after the parade lots of fun for all! Check our page on Facebook for details!
- **Questions?** Contact Perry Madden @ 507-327-6583 or @ tatordays@hotmail.com
- **Mail form & donation to:** TATOR DAYS COMMITTEE – PARADE. PO Box 274; Eagle Lake MN 56024

Thank you for writing legibly:

ORGANIZATION NAME: _____

CONTACT NAME(S): _____

MAILING ADDRESS: _____

CONTACT CELL PHONE (S): _____

EMAIL ADDRESS: _____

PLEASE CHECK ALL THAT BEST DESCRIBE YOUR ENTRY:

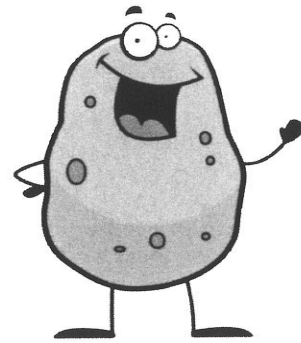
- | | | |
|---|----------------------|-------------------|
| _____ COLOR GUARD | _____ OTHER MILITARY | _____ WALKERS |
| _____ QUEEN/COURT | _____ MARCHING BAND | _____ RIDERS ONLY |
| _____ FLOAT | _____ RIDING BAND | _____ MUSIC |
| _____ LARGE TRUCKS | _____ OTHER | _____ NO MUSIC |
| _____ APPROXIMATE FLOAT SIZE (LENGTH IN FEET) | | |

NOTES: _____

We look forward to seeing you at our Eagle Lake Tator Days Celebration!

EAGLE LAKE TATOR DAYS PARADE

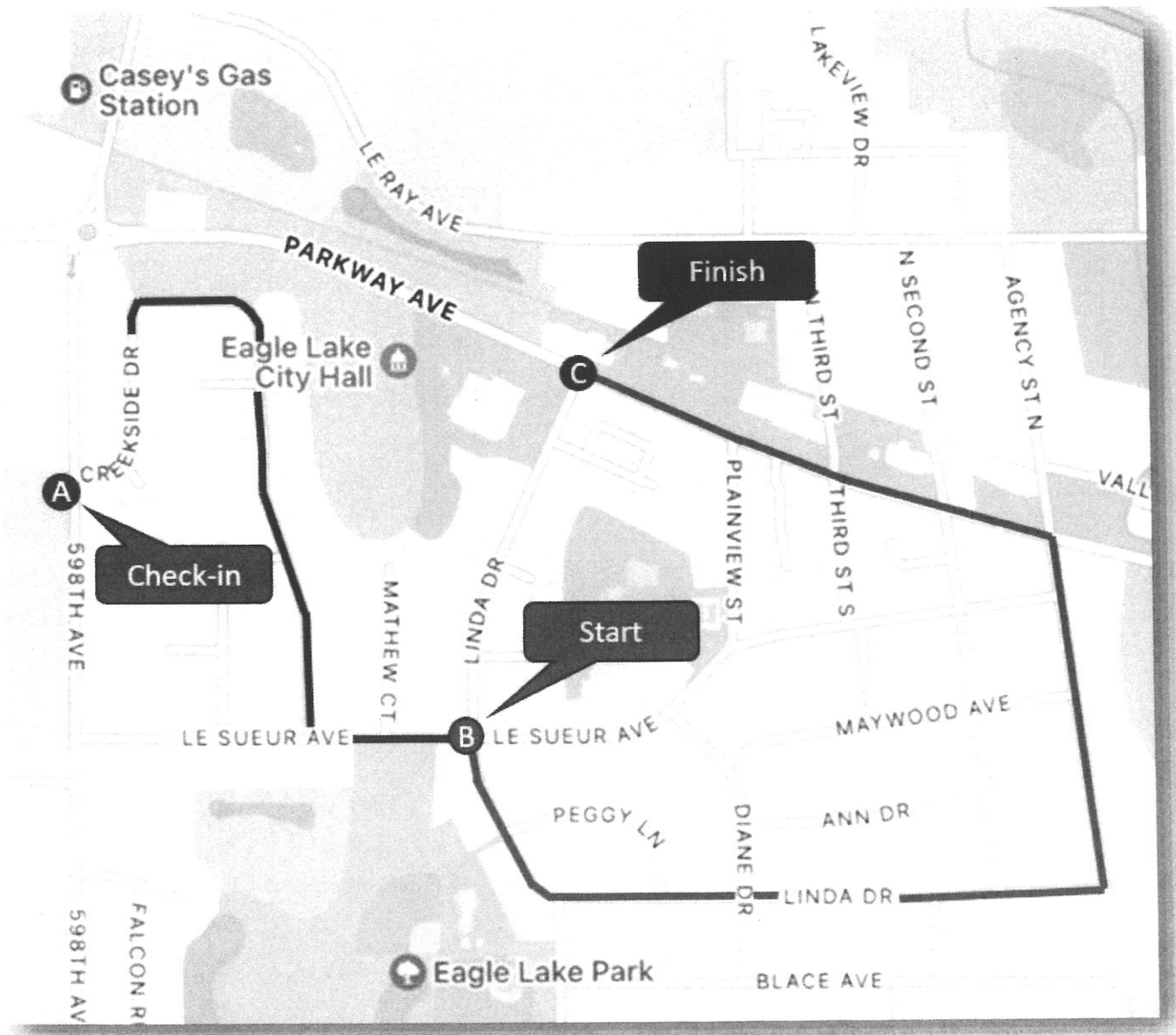
Saturday, July 15, 2023 at 1pm



Check-in at the corner of 598th and Creekside Drive between 12p – 12:30p

From Highway 14, exit at the Casey's in Eagle Lake and proceed South on 598th Ave until you reach Creekside Drive. Reference the Map below for check-in location, line-up area, and parade route.

Questions? Contact Perry Madden @ 507-327-6583 or @ tatordays@hotmail.com



Jennifer Bromeland

From: Jennifer Bromeland
Sent: Tuesday, May 16, 2023 7:02 PM
To: JaDee
Cc: Perry Madden; alicia.peters89@gmail.com; Sarah Barna
Subject: Re: Tator days question

Hi JaDee,

That sounds like a great idea and something fun for the kids. 😊 As long as the American Legion doesn't have an issue with it, it should be fine. We can give the City Council a heads up at their June meeting but I don't foresee them having an issue with it.

Sent from my iPhone

> On May 16, 2023, at 6:57 PM, JaDee <jadee.pals@hotmail.com> wrote:

>

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

>

> Hi Jennifer,

> Do you have any concerns with us having the goofy goat farm in town for Tator Days? We'd have them join as part of the post-parade kids activities in the grassy area between the Legion and Parkway. Sounds like they are available and the pricing is pretty competitive compared to a full petting zoo. I sent a note to Tamie @ the Legion and she doesn't have any concerns. They will be fenced in and the property will be picked-up following the event.

> Thanks!

> JaDee, Alicia, and Sarah

>

> Sent from my iPhone




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

June 5, 2023

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Annual MS4 Presentation

Julie Blackburn with ISG will be at the meeting to give the annual MS4 presentation and answer any questions as it relates to the City's MS4 permit and overall stormwater pollution prevention program.


Jennifer J. Bromeland
City Administrator



May 22, 2023

NOTICE IS HEREBY GIVEN that the City of Eagle Lake will be holding its regular meeting at City Hall, 705 Parkway Avenue, on Monday, June 5, 2023 at 6:00 p.m. for the purpose of conducting a public meeting regarding the City of Eagle Lake's Storm Water Pollution Prevention Program (SWPPP). The purpose of the public meeting is to provide the opportunity for the public to review and comment on the adequacy of the SWPPP.

Jennifer J. Bromeland
Eagle Lake City Administrator

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DATE 05/22/23

Public Notice

May 24, 2023

NOTICE IS HEREBY GIVEN that the City of Eagle Lake will be holding its regular meeting at City Hall, 705 Parkway Avenue, on Monday, June 5, 2023 at 6:00 p.m. for the purpose of conducting a Public Information meeting regarding the City of Eagle Lake's Storm Water Pollution Prevention Program (SWPPP). The purpose of the public meeting is to provide the opportunity for the public to review and comment on the adequacy of the SWPPP.

Jennifer J. Bromeland

Eagle Lake City Administrator

Client:

CITY OF EAGLE LAKE
PO BOX 159
EAGLE LAKE, MN 56024-0000
(507) 257-3218

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

June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Property and Casualty Insurance Renewal and Updates

The City's insurance agent with Alliance Insurance Agency (AIA), Mike Kennedy, will be at Monday's meeting to review property and casualty insurance renewal information and updates. The League of Minnesota Cities Insurance Trust (LMCIT) is a self-insured member cooperative of which the City of Eagle Lake participates to obtain coverage.

LMCIT partnered with HCA Asset Management to develop an appraisal report for the City of Eagle Lake. According to LMCIT, there will not be another appraisal for approximately 6 years. The purpose of the appraisal is to find out the replacement cost for insurance purposes. The report includes buildings and structures, contents and machinery, and equipment.

Overall, the updated values that resulted from the recent survey will have a significant impact on premiums and will be higher than what we have seen in recent years. Because of the timing of the survey and renewal schedule, the increase in values were not known when the 2023 budget was set. An increase in property and casualty premiums will be factored into the 2024 budget resulting in a noticeable increase.

Jennifer J. Bromeland
City Administrator



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

June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Eagle Ridge Phase II - Escrow Release Request from Developer

Brian Sarff, engineer with Bolton and Menk, will be at the meeting to present his recommendation as it relates to the required corrective action work completed by KJ Walk in Phase II of the Eagle Ridge Subdivision. Since the May 1st meeting, there has been hydroseeding and curb patch work completed. City staff has been in contact with the developer to advise of concerns with a fissure and erosion involving the pond due to heavy rains and request that the fissure be repaired and erosion control blankets installed.

For purposes of providing background, the developer (KJ Walk) was given until May 1st to complete all necessary corrective action work required for the city to release the remaining cash escrow balance.

At the present time, the city is holding \$46,057.50 in escrow for Eagle Ridge, Phase II.

Discussion should ensue.


Jennifer J. Bromeland
City Administrator

- Council discussion included the thought that twelve hours is not sufficient time for residents to clear sidewalks, the desire to look at acceptable equipment for snow remove on sidewalks, and the concern about snowmobiles using sidewalks.
 - Council Member White moved, seconded by Mayor Norton, to research snow removal timeframes, snow removal equipment and snowmobiles using sidewalks and bring to the March City Council meeting. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
5. Eagle Ridge Phase II Escrow and Request from Developer to Release Remaining Funds
- Administrator Bromeland explained that Luke Israelson with KJ Walk responded to the City Council's request for him to present his estimated costs for boulevard restoration in the Eagle Heights Phase II development. She read the correspondence received from Mr. Israelson in which he stated his estimated cost for this restoration would be \$5,008 for his crew to do the required work. She also explained that if the developer defaults on making corrections, it will cost the City substantially more to do required work. Also explained was that the developer also inquired about utilizing a letter of credit, but currently the City has the actual funds in hand.
 - Council discussion including the cost the City could expect to haul in the necessary dirt, with Public Works Director Hartman estimating the dirt, hauling and grading cost could be \$10,000 and this would not include seeding costs. Discussion also included that the developer missed the original deadline to have all work completed and that the City was generous to provide a second chance.
 - Council Member White moved, seconded by Council Member Rohrich, to give the developer, KJ Walk, until May 1, 2023 to have work completed to the City's satisfaction and if work is not completed by May 1, 2023 the City will contract out for this work. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
6. Audit Engagement Letter
- Administrator Bromeland explained the City has received an engagement letter from Eide Bailly for audit services for year end 2022 at cost of \$25,500. She stated she has requested a three-year proposal for years 2023-2025.
 - Council Member Whittington moved, seconded by Council Member Rohrich, to authorize Mayor Norton to sign the Audit Engagement Letter from Eide Bailly. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
7. Assign Committed Fund Balance for Capital Outlay
- Administrator Bromeland explained that the City's auditors have requested that the Council approve year end 2022 capital outlay balance amounts. The December 31, 2022 year-end capital outlay balance is \$1,712,966.68. Capital outlay funds are reflected as "committed" funds on the balance sheet of the annual audit.
 - Council Member Whittington moved, seconded by Council Member Rohrich, to establish a balance of \$1,712,966.68 in capital outlay as of December 31, 2022. The motion carried with Council Members Steinberg, Rohrich, White, Whittington, and Mayor Norton voting in favor.
8. Agreement for IT Consulting Services
- Administrator Bromeland stated the City currently contracts with CTS for IT consulting services and has since at least 2014. Due to concerns with increasing IT costs, a request for proposal was put together. In addition to pricing obtained from CTS, proposals have been received from Patheon, CIT, and VC3. An important takeaway from this process is that the police department most likely requires its own server to ensure compliance with BCA requirements. This has been communicated to both the chief of police and CTS, and they are in the process of determining what is appropriate. On average, CTS currently spends about 14 hours a month supporting the City of Eagle Lake.



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Re-Evaluate Mosquito Control

Pricing for mosquito control was presented at the April 3rd City Council meeting. Discussion included measuring the effectiveness of the treatments and feedback received in recent years from residents concerned about the negative impact on pollinators. Ultimately, a motion was made to not do any regular spraying for mosquitoes in 2023 and re-evaluate as needed.

With the wetter than normal spring, mosquitoes are out and in full force. This has generated inquiries from residents asking if the city will be spraying mosquitoes as it has done in recent years. Attached to this memo are comments received both in support of and opposition to spraying mosquitoes. Not included are phone calls received from residents asking for this service to be re-instated.

Following the April 3rd City Council meeting, City staff did inquire with Clarke to learn more about measuring the effectiveness of mosquito control. City staff was advised that we could set up automatic traps that count mosquitoes and send back data in real-time (cellular) to see what mosquito populations are at any given time. This can be used to prove or disprove whether the spray is working. The charge for setting traps and monitoring is approximately \$2,000 per season per trap.

City staff has confirmed with Clarke that they are able to work Eagle Lake back into the schedule. They propose keeping the original number of treatments and spraying two weeks in a row to get ahead of mosquitoes. A regular schedule of sprays is recommended versus spraying in advance of special events only or just at the parks. It was suggested that if there is only an interest in spraying in advance of special events that a backpack fogger be used instead of a spray due to the fogger leaving a residual that will remain for approximately 7-10 days. With the product that is sprayed from the truck, once it is no longer in the air, it is no longer viable and disintegrates into the environment. This was discussed in 2022 when the pollinator question was posed. At that time, Clarke indicated that they treat at a time when the pollinators are not present (in their hives generally or in the ground) and that once the product was no longer in the air, it is not a threat to pollinators.

For reference purposes, attached is an excerpt from the April 3rd City Council minutes and a copy of the packet memo and supporting information.

Discussion should ensue.

If there is an interest in re-instating mosquito spraying, then a motion to that effect is needed.



Jennifer J. Bromeland
City Administrator



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

April 3, 2023


To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Mosquito Control Options and Pricing

Attached is a proposal for an Environmental Mosquito Management (EMM) Program from Clarke. There are two options. One option consists of 9 bi-weekly treatments at \$825.00 per treatment, while the other option consists of 15 weekly treatments at \$775.00 per treatment.

City staff was also contacted by Total Lawn Care and Landscape with a quote to provide mosquito and tick control at two of the three city parks. The quote consists of 4 liquid applications totaling \$4,688.

For purposes of providing background, the City contracted with Clarke Environmental Mosquito Management, Inc. during years 2018-2020 for 9 bi-weekly treatments at a cost of \$630.00 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 \$679.80 per treatment. During 2022, the City paid for 9 bi-weekly treatments at a cost of \$685 per treatment. The cost for the EMM program is budgeted and paid for out of line item 101-42500-300. Fund are allocated in this line item for this purpose.

Discussion should ensue about whether there is an interest in contracting for mosquito control this summer and, if so, which might be most effective option-spraying the entire community or focusing solely on the parks or a combination.


Jennifer J. Bromeland
City Administrator

98

**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. Adulciding in Residential Areas:

1. Option 1:

Nine (9) bi-weekly community-wide truck ULV treatments of all city streets at \$825.00 per treatment; with Biomist 4+4® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$865.00 per treatment.

2. Option 2:

Fifteen (15) weekly community-wide truck ULV treatments of all city streets at \$775.00 per treatment; with Biomist 4+4® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$815.00 per treatment.

B. Adulciding 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.

2023 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.

**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 2023 Professional Services Cost Outline, the total for the 2023 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

Please Check Box for Option 2

II. **Approved Contract Period and Agreement:**

Please check one of the following contract periods:

2023 Season

2023 - 2025 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: 3/14/2023

**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

101

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #89

SENT ON:

Mar 14, 2023

RECIPIENT:

City Of Eagle Lake

208 Thomas Drive
Eagle Lake, Minnesota 56024

*Lake Eagle
park*



Phone: 507-642-3363

Website: www.totallawnmn.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Mosquito and Tick Control for main park area	Liquid application of mosquito and tick control that is effective up to 30 days	4	\$600.00	\$2,400.00
				Optional
Mosquito and Tick Control-back park area	Liquid application of mosquito and tick control that is effective up to 30 days	4	\$500.00	\$2,000.00

Total **\$4,400.00**

WELCOME TO THE TOTAL PACKAGE!

Here at Total Lawn Care & Landscape we are here to service all your outdoor needs! Take advantage of all our services including: Full Service Lawn Care, Mowing, Fertilizer, Weed Control, Spring & Fall Clean Up, Aeration, Pruning & Sculpting of Shrubs, Irrigation, Mosquito & Tick Control, Excavating/Dirt Work, Retaining/Boulder Walls, Paver/Concrete Patios, Firepits, Concrete Edging, Planting, Winter Maintenance, Plowing, Shoveling, Salting/Sanding and MUCH MORE!

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #90

SENT ON:

Mar 14, 2023

RECIPIENT:

City Of Eagle Lake

317 Le Ray Avenue
Eagle Lake, Minnesota 56024

*FRANZ
PUNK*



Phone: 507-642-3363

Website: www.totallawnmn.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Mosquito and Tick Control	Liquid application of mosquito and tick control that is effective up to 30 days	4	\$72.00	\$288.00

Total	\$288.00
--------------	-----------------

WELCOME TO THE TOTAL PACKAGE!

Here at Total Lawn Care & Landscape we are here to service all your outdoor needs! Take advantage of all our services including: Full Service Lawn Care, Mowing, Fertilizer, Weed Control, Spring & Fall Clean Up, Aeration, Pruning & Sculpting of Shrubs, Irrigation, Mosquito & Tick Control, Excavating/Dirt Work, Retaining/Boulder Walls, Paver/Concrete Patios, Firepits, Concrete Edging, Planting, Winter Maintenance, Plowing, Shoveling, Salting/Sanding and MUCH MORE!

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #91

SENT ON:

Mar 14, 2023

RECIPIENT:

City Of Eagle Lake

241 Oak Drive
Eagle Lake, Minnesota 56024

Eagle Heights



Phone: 507-642-3363

Website: www.totallawnmn.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Lawn Aeration and seeding	Core Aeration to be completed in the fall. All cores will be blown off concrete surfaces.	1	\$500.00	\$500.00

Not related to mosquito & tick control

Total \$500.00

WELCOME TO THE TOTAL PACKAGE!

Here at Total Lawn Care & Landscape we are here to service all your outdoor needs! Take advantage of all our services including: Full Service Lawn Care, Mowing, Fertilizer, Weed Control, Spring & Fall Clean Up, Aeration, Pruning & Sculpting of Shrubs, Irrigation, Mosquito & Tick Control, Excavating/Dirt Work, Retaining/Boulder Walls, Paver/Concrete Patios, Firepits, Concrete Edging, Planting, Winter Maintenance, Plowing, Shoveling, Salting/Sanding and MUCH MORE!

Jennifer Bromeland

From: gregory@webicine.com
Sent: Thursday, June 1, 2023 11:22 PM
To: Jennifer Bromeland; Kerry Rausch; Mandy Auringer
Subject: Contact Form Submission

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

There has been a submission of the form Contact through your concrete5 website.

Name

Jon Arndt

Email

Comments

Just wanted to send a message pertaining to the Mosquito spraying. My wife, Son and I as well as many neighbors on Maple Lane hope you reconsider your discontinuation of the spraying. It's rough in town already and we all felt it helped tremendously.

Thank you!

Jon Arndt

To view all of this form's submissions, visit
<https://eaglelakemn.com/index.php/dashboard/reports/forms?qsid=1468009582>

Jennifer Bromeland

From: gregory@webicine.com
Sent: Friday, June 2, 2023 8:25 AM
To: Jennifer Bromeland; Kerry Rausch; Mandy Auringer
Subject: Contact Form Submission

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

There has been a submission of the form Contact through your concrete5 website.

Name

Arlin Penner

Email

Comments

Is the city planning on spraying for mosquitos this year? With all the rain this year, they are very bad . Thank you

To view all of this form's submissions, visit

<https://eaglelakemn.com/index.php/dashboard/reports/forms?qsid=1468009582>

Jennifer Bromeland

From: gregory@webicine.com
Sent: Wednesday, May 31, 2023 2:42 PM
To: Jennifer Bromeland; Kerry Rausch; Mandy Auringer
Subject: Contact Form Submission

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

There has been a submission of the form Contact through your concrete5 website.

Name

Rachel Snyder

Email

Comments

When will the City be spraying for mosquitos? In the last few days they have come out in swarms. Thank you.

To view all of this form's submissions, visit

<https://eaglelakemn.com/index.php/dashboard/reports/forms?qsid=1468009582>

Jennifer Bromeland

From: Mandy Auringer
Sent: Friday, June 2, 2023 9:50 AM
To: Paula Garvey; Kerry Rausch
Cc: Jennifer Bromeland
Subject: RE: Mosquito Spray

Paula,

We will forward your email on to the City Council.

Thank you,

Mandy Auringer
Administrative Clerk
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024
P: (507)257-3218



From: Paula Garvey
Sent: Friday, June 2, 2023 9:48 AM
To: Kerry Rausch <krausch@eaglelakemn.com>; Mandy Auringer <MAuringer@eaglelakemn.com>
Subject: Mosquito Spray

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Good Morning,

I am sure you are both being bombarded with emails this morning so I apologize for jumping on that train. If you could please pass this email along to the city council members for the upcoming Monday meeting, I would really appreciate it.

I am emailing in hopes that the City will reconsider spraying for mosquitos throughout the town. I have thought it has helped tremendously. While it doesn't eliminate them all, I do think it helped and really have appreciated the city doing that these past years. Even my daycare provider made the comment, she's been in Eagle Lake before the city sprayed and she said it made the world of a difference.

I really hope the city reconsiders spraying and continues to do so in the coming years.

Jennifer Bromeland

From: gregory@webicine.com
Sent: Wednesday, May 31, 2023 1:08 PM
To: Jennifer Bromeland; Kerry Rausch; Mandy Auringer
Subject: Contact Form Submission

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

There has been a submission of the form Contact through your concrete5 website.

Name

Jenny Adams

Email

Comments

Hello,

I was wondering if the minutes from council and other committee meetings could be posted to the website and possibly even the city Facebook page shortly following the meetings? I see a lot of questions come up on the community Facebook page with responses noting it was discussed at the last council meeting (mosquito spraying for example), but for those of us that are unable to attend the meetings, we don't see that information since the minutes aren't posted online until almost the next meeting or even later. If there is a reason it has to wait, I understand, just thought I'd reach out as it may help community members stay more informed.

As a side note on the mosquito spraying, so many of those sprays are toxic to butterfly's, bees, and other insects so I appreciate the decision to hold off for this year.

Thank you!

Jenny

To view all of this form's submissions, visit

<https://eaglelakemn.com/index.php/dashboard/reports/forms?qsid=1468009582>

Jennifer Bromeland

From: Jenny Adams
Sent: Friday, June 2, 2023 9:42 AM
To: Jennifer Bromeland
Subject: Re: Contact Form Submission

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

Hi Jennifer,

Yes, that is just fine. Since they are revisiting the topic, I would like to add that while the mosquitos have been thick this year, I don't think the spraying actually makes much of a difference as it's more dependent on weather conditions for the year. I remember a summer a couple years ago where the mosquitos were really bad and it was shortly after they had sprayed. Since these chemicals can be harmful to other insects, and it's quite costly, I think the city would be better served using those funds elsewhere and letting individual homeowners treat their property if they choose.

Thank you!
Jenny Adams

On Jun 2, 2023, at 9:03 AM, Jennifer Bromeland <jbromeland@eaglelakemn.com> wrote:

Hi Jenny,

Are you okay with me forwarding your email onto the City Council related to mosquito spraying? We are compiling feedback from residents both in support of and against mosquito spraying to share with the City Council that we receive at City Hall. They will be revisiting the topic of spraying for mosquitoes at their meeting on Monday evening.

Thank you.

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

-----Original Message-----

Jennifer Bromeland

From: Kerry Rausch
Sent: Friday, June 2, 2023 7:37 AM
To: Jennifer Bromeland
Subject: FW: Water Bill & Mosquito Spraying

See item 2 below.

Kerry Rausch
Deputy Clerk
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake MN 56024
P: (507) 257-3218
F: (507) 257-3220



From: Jeanne Burrows <jear>
Sent: Friday, June 2, 2023 7:17 AM
To: Kerry Rausch <krausch@eaglelakemn.com>
Cc: Mandy Auringer <MAuringer@eaglelakemn.com>
Subject: Water Bill & Mosquito Spraying

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

Good Morning and Happy Friday,

Couple of things that I need to inquire about.

1. Our water bill is \$20.00-\$25.00 more than what it has been and the only watering we did was this last week and not enough to raise it that much. Did a software change occur because it appears ours is not the only one that is higher? Or is it because of the water tower being temporarily decommissioned?
2. Was told I needed to write in regarding the Clarke Mosquito spraying that was put on hold, because some did not like it. There is a very noticeable difference this year, the bugs are awful. We have thought that the spraying was very effective and we would like to get it back, and soon. Please pass on to the City Council for the next meeting on Monday, that some of us would like it back. I am sure you have seen all the Facebook comments.

In the future, I will remember to write in when things are going good, and not just when there is a problem. You both do a wonderful job for the City of Eagle Lake and I greatly appreciate that. Have a good Friday and weekend! Thank you

Jennifer Bromeland

From: Kerry Rausch
Sent: Friday, June 2, 2023 7:45 AM
To: Jennifer Bromeland
Subject: FW: Mosquitoes

Kerry Rausch
Deputy Clerk
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake MN 56024
P: (507) 257-3218
F: (507) 257-3220



From: Klenk, Patricia <
Sent: Friday, June 2, 2023 7:43 AM
To: Kerry Rausch <krausch@eaglelakemn.com>; Mandy Auringer <MAuringer@eaglelakemn.com>
Subject: Mosquitoes

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

Hello-

I just realized the city was no longer spraying for mosquitoes. We were here before the city started spraying, and the mosquitoes were awful. We tried to control on our lot, but never were able to get control on our own. We were so thankful when the city started to control mosquitoes. Money well spent.

With the creeks and wetlands around us, the mosquitoes are thick and hard to control without a citywide effort. Some residents may be spraying their own lots, but that doesn't help if you want to go get the mail, go for a walk or bike ride, let the kids play in neighborhood with their friends, or just enjoy our city in general.

Please reconsider citywide spraying for mosquitoes; it made a huge difference. It really was working.

Thank you,
Tricia Purrier
507-317-2193

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June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Proposal for GIS Study for New Fire Hall


Attached is a proposal from Five Bugles Design for a GIS site location analysis for a new fire hall.

According to Five Bugles Design, Station Location Studies are generally developed based on the following considerations: using GIS mapping to create response time polygons based on 3-5 years of past National Fire Incident Reporting System (NFIRS) data; ability of the department to meet National Fire Protection Association 1720 (volunteer) requirements; the City's planned future growth documents; Insurance Services Office (ISO) rating of the City; and other potential issues specific to the community (e.g., railroad, highway, etc.).

For purposes of providing background, \$5,000 was allocated in the 2023 fire department budget for the purpose of conducting an analysis to determine the best location for a new fire hall.

A meeting was recently held with the Fire Chief, Assistant Chiefs, the Mayor, me, and representatives from Five Bugles Design to talk about next steps to undertake a GIS study.

A motion is needed to accept the proposal from Five Bugles Design for a GIS study. The cost of the study will be paid for using funds allocated in line item 101-42300-535.


Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Robert W. Krzyzanowski <rkrzyzanowski@wendelcompanies.com>
Sent: Friday, May 26, 2023 11:13 AM
To: Jennifer Bromeland
Cc: Eagle Lake Fire Chief; Trent Talle
Subject: Eagle Lake GIS Proposal
Attachments: 220425 - 612901 Watertown Study w Appendix.pdf; Eagle Lake MN GIS Proposal 5.25.23 .pdf

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

Administrator Bromeland,

Sorry it has taken a bit to get back to you, but I have been out with vacations and various conferences the last few weeks. Attached is our proposal for the GIS study that we talked about last month. As discussed, we also added the conceptual planning as an optional service should you decide to pursue that as well. Please let me know if you have any questions.

I am also attaching a study that we did for Watertown, WI. This helps you understand what you are ultimately getting in the end regarding GIS, but also has the conceptual planning and cost estimating that we included as an optional service to you. It really is the road map to any project moving forward.

Please call with any questions and I hope you have a wonderful Memorial Day weekend.

Thank You,
Robert W Krzyzanowski
Director of Emergency Services and CSL
Associate Principal



ARCHITECTURE | ENGINEERING | ENERGY EFFICIENCY | CONSTRUCTION MANAGEMENT

p. 715.832.4848 **ff.** 833.667.9556 **m.** 715.559.0297 **e.** rkrzyzanowski@wendelcompanies.com **w.** fivebuglesdesign.com

CONFIDENTIALITY NOTICE: This email transmission is confidential and is intended only for the person(s) named above. Any distribution, copying or disclosure of this email is strictly prohibited.

May 25, 2023

CITY OF EAGLE LAKE FIRE DEPARTMENT

**GIS Site Location Analysis
Optional Services: Programming and
Conceptual Design**

Eagle Lake, MN

Jennifer Bromeland
City Administrator
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024

SUBJECT: CITY OF EAGLE LAKE FIRE DEPARTMENT GIS

Dear Ms. Bromeland,

Thank you for requesting a proposal for professional services on this project and it was great meeting you the other day. We are extremely excited to discuss your facility needs and that you have taken the next step in getting your facility location reviewed by our team. We have also included as an optional service conceptual planning. This would include programming and then test fitting any new facility conceptually to those potential sites brought forward from GIS. Attached is our proposal for services to provide the services as indicated below.

A. SCOPE OF WORK:

A. Geographical Information System (GIS)

Station Location Studies are generally developed based on the following considerations:

- Using GIS Mapping to create response time polygons based on 3-5 years of past National Fire Incident Reporting System (NFIRS) data.
- Ability of the Department to meet National Fire Protection Association 1720 (Volunteer) requirements.
- City's Comprehensive Plan and Planned future growth.
- Insurance Services Office (ISO) rating of the City.
- Other potential issues specific to the Community (Railroads, rivers, highways, etc.)

B. (Optional) Programming/Space Needs and Conceptual Design

1. Our team will meet with the department and staff as required to review current space usage, deficiencies, and projected growth. A space program will be developed that details existing and projected space needs for the next 20 years. Programming will include the following:
 - i. Program Space Needs for replacement of current station. Conduct stakeholder/department interviews to confirm individual space program needs, support space requirements, area adjacency requirements, etc.
 - i. Prepare conceptual "bubble diagram" options showing global space needs and adjacencies.
 - ii. Prepare a conceptual site plan diagram using aerial photos/maps to evaluate potential building locations/orientation, utility service impacts and parking/circulation impacts based on specific sites given to our team by the department.
 - iii. Review/discuss advantages and disadvantages of each option with Owner and select preferred plan and site plan alternatives for further refinement.
2. Project cost estimates will be developed for options developed on a high level, square foot-based opinion of probable cost. Estimates will include all known costs required to develop a completed project.

B. DELIVERABLES

1. Five Bugles Design will provide the following final report and presentations.
 - One electronic copy of our final report.
 - 5 hard copies of the final report
 - One presentation to the district or other governing body
-

C. PROPOSAL FEE:

We trust the above scope of work meets the Department's requirements. We are proposing to perform the scope of work presented in this proposal for a lump sum fee. The proposed fee for the project is detailed below.

PROPOSAL FEE	
Task	Proposed Fee
Five Bugles Design (Lump Sum)	Labor
Task A – Geographical Information System (GIS)	\$5,000.00
TOTAL	\$5,000.00
Task B – (Optional/Additional) Space Needs and Conceptual Design	\$14,500.00

Fee Notes:

- 1) Wendel offers the GIS services above at a reduced rate to facilitate a good faith effort in working with the client to move forward the project and ultimately procure the design services for this potential project. If the client moves forward and does not retain Wendel for the design services, Wendel reserves the right to invoice the client an additional \$2,500.00. If the client moves forward with Wendel for design/construction services, any additional dollars spent will be absorbed into the new agreement. If the project fails to move forward, Wendel will absorb any costs above the amounts indicated above.
- 2) Should Five Bugles Design be required to perform additional services beyond those outlined above, Five Bugles Design shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 3) Our fee and schedule proposal is valid for 60 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal.

D. PROPOSED SCHEDULE:

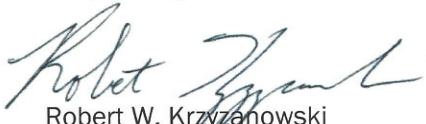
We anticipate a 8 week turn-around of deliverables of GIS Study upon receipt of this signed contract.

Five Bugles Design anticipates starting work after receipt of this signed proposal. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

E. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed e-mail copy to our office.

Respectfully Submitted,



Robert W. Krzyżanowski
Director of Emergency Services
Associate Principal

Should Five Bugles Design's proposal be accepted, Wendel Architecture, P.C., a Minnesota State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Five Bugles Design" and we will refer to ourselves as Five Bugles Design throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20_____

Print Name: _____

Signature: _____

Title: _____



RETURN TO:

Robert Krzyzanowski

e-mail: rkrzyzanowski@wendelcompanies.com

119

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Undertaking and Escrow Agreement for Fox Meadows Housing Development

Attached is an Undertaking and Escrow Agreement for the Fox Meadows Housing Development. As per the Developer's Agreement between Fox Meadow Townhomes LLC and the City of Eagle Lake, the developer is responsible for providing financial security to the City for the cost of improvements (including but not limited to site grading, streets, curbs and gutters, sanitary sewer, watermain, storm water drainage and management facilities, utilities, etc.). The purpose of the Undertaking and Escrow Agreement is to define and outline the obligations and duties of all parties involved as it relates to the opening of escrow, distribution from the escrow funds, escrow agent, and other miscellaneous provisions.

The agreement has been reviewed and approved by the City Attorney.

The developer has delivered into escrow the total sum of \$2,976,387.54. This money is being invested in a federally insured, separate, interest-bearing account with Cornerstone State Bank.

A motion is necessary to authorize the Mayor and City Administrator to execute the Undertaking and Escrow Agreement on behalf of the City of Eagle Lake.


Jennifer J. Bromeland
City Administrator

UNDERTAKING AND ESCROW AGREEMENT

THIS UNDERTAKING AND ESCROW AGREEMENT (“**Agreement**”) is made as of this ____ day of May, 2023, between Fox Meadow Townhomes LLC, a Minnesota limited liability company (“**Developer**”) and the City of Eagle Lake, a municipal corporation in the State of Minnesota (“**City**”) and Cornerstone State Bank (collectively, the "**Parties**" or "**parties**", as applicable).

RECITALS:

On December 6, 2022, Developer and City entered into that certain Developer’s Agreement Between the City of Eagle Lake, Minnesota and Fox Meadow Townhomes LLC (the “**Developer’s Agreement**”) detailing the construction of new residential housing units and attendant infrastructure. All capitalized terms in this Agreement shall have the same meanings as in the Developer’s Agreement, unless expressly provided otherwise herein.

Developer is responsible for the improvements indicated on the Final Plat, including, but not limited to: site grading; surveying and staking; streets, curbs, and gutters, sanitary sewers; watermains; storm water drainage and management facilities; lot and block monuments; utilities including gas, telephone, cable, fiber, and electrical; street lights and identification signs; traffic control signs; and sidewalks (the “**Improvements**”). The Improvements are more particularly described in the scope set forth on **Exhibit A** attached hereto (the “**Plans**”). Developer shall engage Holtmeier Construction (“**Holtmeier**”) to perform the Improvements pursuant to the Plans.

Developer is also responsible for providing financial security to the City for the cost of the Improvements. As financial security, Developer has delivered into escrow the total sum of **\$2,976,387.54** (the “**Escrow Funds**”) with the Escrow Agent for the purpose of paying for the construction of the Improvements. The Escrow Funds include the costs of the Plans (\$2,485,806.85) and estimated costs for erosion control and dirtwork to be provided by Developer (\$220,000.00) plus a ten percent (10%) contingency (the “**Contingency Funds**”) (\$270,580.69). The Escrow Agent has agreed to receive, hold and disburse the Escrow Funds in accordance with the terms and provisions of this Escrow Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration to each of the parties in hand paid by each of the other parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

AGREEMENT:

I OPENING OF ESCROW

1.1 Appointment of Escrow Agent. Subject to the terms and provisions of this Escrow Agreement, the Parties hereby designate Escrow Agent as the escrow agent with respect to the

escrow of the Escrow Funds. Escrow Agent hereby accepts the obligations and duties of Escrow Agent with regard to the retention and disposition of the Escrow Funds in accordance with the terms and provisions of this Escrow Agreement and hereby agrees to serve as Escrow Agent hereunder.

1.2 Deposit and Administration of Escrow Funds. As of the Effective Date, Escrow Agent has received the Escrow Funds. Escrow Agent shall invest the Escrow Funds in a federally insured, separate, interest-bearing account with Cornerstone State Bank. All income derived from interest earned on account of the Escrow Funds held by Escrow Agent during the term hereof shall become part of the Escrow Funds. Escrow Agent shall hold the Escrow Funds in escrow pursuant to the terms and provisions of this Escrow Agreement until such time as an event described in Article III hereof shall occur, at which time the Escrow Agent is authorized to release and deliver the applicable part of the then undisbursed balance of the Escrow Funds, if any, in accordance with the provisions of Article III hereof.

II DISTRIBUTIONS FROM THE ESCROW FUNDS

2.1 Withdrawals from the Escrow Funds.

(a) In connection with performance of the Improvements, Developer shall be authorized to receive periodic withdrawals (but not more than once a month) from the applicable Escrow Funds to pay or reimburse for costs owed to Holtmeier or Developer for the portion of the applicable Improvements most recently completed, subject to Developer delivering to the City and Escrow Agent a written request for withdrawal (as applicable, a "**Withdrawal Request**") containing the following: (i) written certification that the portion of the Improvements related to the particular Withdrawal Request in question has been completed in accordance with the Plans; (ii) reasonable detail as to the expenses to which the Withdrawal Request relates; and (iii) invoices and conditional lien waivers (e.g., namely, lien waivers conditioned upon payment of the amounts referenced therein which shall be consistent with the invoices related thereto) covering the work and amounts from each contractor and subcontractor who performed work covered by the Withdrawal Request. Each Withdrawal Request must be approved or deemed approved by the City as provided in Sections 2.1(b) and (c) below.

(b) The City shall review the Withdrawal Request at the next regularly scheduled City Council meeting following delivery to the Escrow Agent and City of a Withdrawal Request and accompanying documentation required above. Within one (1) business day following the City Council meeting, the City shall notify the Developer and Escrow Agent in writing whether the City approves or objects to such Withdrawal Request. Escrow Agent shall thereafter promptly pay to the Developer from the applicable Escrow Funds the specified amount set forth above in relation to the applicable Withdrawal Request.

(c) The City shall not unreasonably object to any Withdrawal Request delivered as provided above. If the City does object to a particular Withdrawal Request, then Escrow Agent shall not disburse funds with respect to any matter(s) objected to by the City until such time as Escrow Agent receives written notice to disburse same from both the Developer and the City or

pursuant to the written decision of the Arbitrator, as set forth in Section 4.3 below. Any objection by the applicable City to a particular Withdrawal Request shall be in writing, shall be sent to the Developer and Escrow Agent, and shall state with reasonable specificity the reasons for such objection, the amount attributable to such objection, and the amount of the Withdrawal Request to which the City has no objection, if any. If the City only objects to a portion of a particular Withdrawal Request, then the portion of such Withdrawal Request to which the City does not object (as specified by the City in its notice of objection) shall be distributed by Escrow Agent in accordance with such request. The Parties shall, in good faith, diligently attempt to reasonably resolve any such objection of the City. Upon resolution of all objections of the City to a particular Withdrawal Request and written notice thereof to Escrow Agent, Escrow Agent shall fund to the Developer the specified amount set forth above in relation to the applicable Withdrawal Request from the available Escrow Funds as provided herein (or the remaining portions of such amount that was not disbursed due to the objections of the City resolved) within one (1) business day.

2.2 Release of Contingency Funds. Each approved release of Escrow Funds shall include a five percent (5%) proportionate release of Contingency Funds. (For example, a release of Escrow Funds for an approved Withdrawal Request in the amount of \$100,000.00 will include a release of \$5,000.00 from the Contingency Funds.) Each Withdrawal Request shall specify the amount of Escrow Funds and the amount of Contingency Funds for release.

2.3 Release of Escrow Funds after Performance of the Improvements. Upon any request from any party to this Agreement, Escrow Agent shall provide the Developer and all other parties to this Agreement with an account summary of the Escrow Funds. Upon written notice from either party to Escrow Agent that the Improvements have been completed and all applicable Escrow Funds have been applied towards the payment thereof in accordance with this Agreement, Escrow Agent shall immediately deliver a notice of such request to all parties. If no party objects within ten (10) business days thereafter, Escrow Agent shall deliver any remaining Escrow Funds then held by Escrow Agent to Developer.

III **ESCROW AGENT**

3.1 Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document reasonably believed, in the exercise of commercially reasonable judgment, by Escrow Agent to be genuine and to be signed by the proper party or parties.

3.2 Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice in writing is given to an officer of Escrow Agent of such default and unless it is indemnified in a manner satisfactory to it against any such expense or liability.

3.3 Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct, negligence or its own breach of this Escrow Agreement, and Escrow Agent shall have no duties to anyone except those signing this Escrow Agreement.

3.4 Escrow Agent may seek advice from legal counsel in the event of any dispute or questions as to the construction of the provisions hereof, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

3.5 It is understood and agreed that in the case of any controversy, Escrow Agent may, but is not obligated to, refrain from acting in any manner until it receives written agreement from all parties hereto, or Escrow Agent may interplead the subject matter of this Escrow Agreement into a court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder. The parties expressly acknowledge Escrow Agent's right to interplead the money into a court of competent jurisdiction in Blue Earth County, Minnesota.

3.6 The Escrow Agent shall not have any liability due to any of the parties (other than Escrow Agent) filing for bankruptcy or the consequences or effect of a bankruptcy on the funds and/or documents deposited under this Agreement.

3.7 Upon mutual agreement by each of the parties, the Escrow Agent may be removed, with or without cause, and a substitute escrow agent appointed or otherwise designated and the Escrow Funds disposed of without any other formality than by giving written notice to Escrow Agent at Escrow Agent's address set forth below, in which event Escrow Agent shall deliver the Escrow Funds in accordance with the joint written and signed instructions of the parties and shall thereupon be deemed to be removed as of the date designated in such notice, or if no date is designated, as of the date such delivery is made.

IV MISCELLANEOUS PROVISIONS

4.1 Severability. In the event any provision of this Escrow Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall in no way affect the remainder of this Escrow Agreement which shall remain in full force and effect.

4.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4.3 Arbitration. Where arbitration is provided for the resolution of disputes, it shall be expedited arbitration with the losing party paying all costs of the arbitration and the prevailing party's reasonable legal fees in connection with the arbitration. For purposes of this Agreement, an arbitration shall be deemed to "commence" if the applicable party files all required information

and documentation with the American Arbitration Association ("AAA") to commence an arbitration before one arbitrator of the AAA and the other applicable party has been served within such time period. Any disputes or claims or causes of action under this paragraph shall be submitted to arbitration before the AAA in Blue Earth County, Minnesota under the Expedited Procedures provisions of the Commercial Arbitration Rules.

4.4 Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered and received when actually received by the intended recipient or, whether actually received or not, (a) within two (2) business days after deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address shown below, (b) within one (1) business day after deposited with a nationally recognized overnight delivery service (e.g., FedEx or UPS), service fully paid for, addressed to the intended recipient at the address shown below, (c) transmitted by facsimile (with confirmed transmission) to the intended recipient at the facsimile number shown below, or (d) transmitted by email (with confirmed transmission) to the intended recipient at the email address shown below.

TO DEVELOPER:

Fox Meadow Townhomes LLC
704 Parkway Avenue
Eagle Lake, MN 56024
Attention: Troy Schrom
Email: troyschrom@gmail.com

WITH A COPY TO:

Fredrikson & Byron, P.A.
111 South Second Street, Suite 400
Mankato, MN 56001
Attention: Abbie S. Olson
Email: aolson@fredlaw.com

TO CITY:

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

WITH A COPY TO:

Kennedy & Kennedy Law Office
99 Navaho Avenue
Suite 104
Mankato, MN 56001
Attention: Christopher M. Kennedy
Email: knklaw@hickorytech.net

ESCROW AGENT:

Cornerstone State Bank
415 North Main
Le Sueur, MN 56058
Attention: _____
Phone: _____
Email: _____

The parties may, from time to time, change their respective addresses upon the giving of five (5) days' written notice to the other parties.

4.5 Entire Agreement; Amendment. This Escrow Agreement contains the complete understanding and agreement of the parties with respect to all matters specifically dealt with herein; and all prior representations, negotiations and understandings with respect thereto are superseded by this Escrow Agreement; provided, however, that this Escrow Agreement may be modified, amended, cancelled or terminated only by the written consent of the parties hereto and their respective successors and assigns.

4.6 Attorney Fees. If any party to this Escrow Agreement shall be required to employ an attorney to enforce or defend the rights of such party herein, the prevailing party shall be entitled to recover reasonable attorney fees and costs of suit.

4.7 Time of Essence. Time is of the essence of this Escrow Agreement. If performance of any part of this Escrow Agreement falls on a Saturday, Sunday, or legal holiday (as defined below), the deadline for performance shall be extended to the next business day immediately after the Saturday, Sunday, or legal holiday. A "business day" shall be any day which is not a Saturday, Sunday, or legal holiday; and a "legal holiday" shall be any day national banks are closed for business in Blue Earth County, Minnesota.

4.8 Governing Law; Venue. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Escrow Agreement, without regard to conflict of laws principles. The obligations of the parties under this Escrow Agreement are performable in Blue Earth County, Minnesota, and venue for any dispute in connection with this Escrow Agreement shall be in a court of competent jurisdiction in Blue Earth County, Minnesota.

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IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement to be effective as of the Effective Date.

DEVELOPER:

FOX MEADOW TOWNHOMES LLC

By: Troy Schrom
Its: President

THE CITY OF EAGLE LAKE:

By: Lisa Norton
Its: Mayor

By: Jennifer Bromeland
Its: City Administrator

ESCROW AGENT:

CORNERSTONE STATE BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF IMPROVEMENTS / PLANS

HOLTMEIER CONSTRUCTION

Proj Bid:	FOX MEADOWS - PHASE 1 HOLTMEIER BID ITEMS ONLY				
Contact:	JONES HAUGH SMITH				
Bid Date:	Tuesday, March 28, 2023				
Bid Time:	3:00 PM				
Addenda:	1			Printed:	5/12/23 4:43 PM
ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	EST. QUANTITY	AMOUNT
SCHEDULE ONE: SITE & MISCELLANEOUS CONSTRUCTION					
1	MOBILIZATION	LS	\$156,933.00	1	\$156,933.00
2	REMOVE TILE INLET	EA	\$100.00	2	\$200.00
3	REMOVE AGRICULTURAL DRAIN TILE	LS	\$2,500.00	1	\$2,500.00
4	SAWING BITUMINOUS OR CONCRETE PAVEMENT	LF	\$5.00	455	\$2,275.00
5	REMOVE BITUMINOUS PAVING	SY	\$5.50	516	\$2,838.00
6	REMOVE CONCRETE CURB & GUTTER	LF	\$5.75	325	\$1,868.75
7	RANDOM RIPRAP CLASS 3	TON	\$63.00	90	\$5,670.00
8	TRAFFIC CONTROL	LS	\$2,500.00	1	\$2,500.00
9	96" DIAMETER 12" TH. CLASS 5 GRAVEL TURNAROUND	EA	\$13,945.00	2	\$27,890.00
SITE & MISC. CONSTRUCTION SUBTOTAL:					\$202,674.75
SCHEDULE 2: STREET CONSTRUCTION					
10	AGGREGATE BASE, CLASS V *Drill 1.25hr/rd	TON	\$21.50	10805	\$232,307.50
11	TYPE SP 3 BITUMINOUS NON WEAR COURSE 2.5"-3" THICK SPNWB330C	TON	\$81.70	2198	\$179,576.60
12	TYPE SP 3 BITUMINOUS WEAR COURSE 1.5"-2" THICK SPWEA340C	TON	\$93.20	1374	\$128,056.80
13	TYPE SP 3 BITUMINOUS PATCH	SY	\$53.00	57	\$3,021.00
14	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.75	685	\$1,883.75
15	4" CONCRETE WALK	SF	\$7.35	22700	\$166,845.00
16	CONCRETE CURB & GUTTER, DESIGN "EDINA"	LF	\$15.95	8236	\$131,364.20
17	CONCRETE VALLEY GUTTER	EA	\$5,978.25	4	\$23,913.00
STREET CONSTRUCTION SUBTOTAL:					\$866,967.85
SCHEDULE 3: SANITARY SEWER CONSTRUCTION					
18	CONNECT TO EXISTING SANITARY SEWER	EA	\$5,750.00	2	\$11,500.00
19	8" PVC PIPE SEWER (SDR 35)	LF	\$43.90	2185	\$95,921.50
20	8" PVC PIPE SEWER (SDR 26)	LF	\$53.20	80	\$4,256.00
21	10" PVC PIPE SEWER (SDR 26)	LF	\$118.10	50	\$5,905.00
22	12" PVC PIPE SEWER (SDR 26)	LF	\$116.35	891	\$103,667.85
23	4" RESIDENTIAL SERVICE	EA	\$1,428.45	18	\$25,712.10
24	6" MULTI-FAMILY SERVICE	EA	\$1,992.60	10	\$19,926.00
25	CONSTRUCT DRAINAGE STRUCTURE, DES. 48-4007C	VF	\$538.10	181.9	\$97,880.39
26	CONSTRUCT SANITARY SEWER INSIDE DROP ASSEMBLY	VF	\$910.30	22.85	\$20,800.36

132




June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Withdrawal Request #1

Attached is Withdrawal Request #1 for distribution from the escrow funds for the Fox Meadows Housing Development. The request is in the amount of \$1,064,304.57.

Brian Sarff with Bolton and Menk has reviewed the request and recommends that the escrow funds be released as requested.

A motion is necessary to authorize the release of Withdrawal Request #1 in the amount of \$1,064,304.57 to the developer.


Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: accounting@schromconstruction.com
Sent: Tuesday, May 30, 2023 4:38 PM
To: Jennifer Bromeland
Cc: 'Troy Schrom'
Subject: Fox Meadow Escrow Draw #1
Attachments: doc20230530114440.pdf; Fox Meadow Escrow AIA Draw #1.pdf

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

Jennifer,
Please see attached for Fox Meadows escrow withdrawal request #1.

I have put together an AIA for the entirety of the escrow funds agreement along with supporting documentation of Holtmeier's pay application.

Please let me know if there is any additional information needed from me or if there are any questions. Also, please let me know if there is anyone else you need me to include in these draw requests.

Thanks,

Please note our address has changed. Our new address is 1116 N Riverfront Dr. Mankato, MN 56001. Please adjust your records accordingly

Nathan Roberts

Controller

Schrom Construction
1116 N Riverfront Dr.
Mankato, MN 56001

507-257-5102 (Direct)
507-257-5110 (Main)



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES 4

TO OWNER: Fox Meadow Townhomes, LLC
 1116 N Riverfront Dr.
 Eagle Lake, MN 56024

PROJECT: Fox Meadow Townhomes
 Eagle Lake, MN 56024

APPLICATION NO: 1

FROM CONTRACTOR: Schrom Construction, Inc.
 1116 N Riverfront Dr.
 Mankato, MN 56001

PERIOD TO: FINANCIAL BANK: City of Eagle Lake
 Escrow Funds

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 INVESTORS
 FINANCE BANK

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,976,387.54
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,976,387.54
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,064,304.57

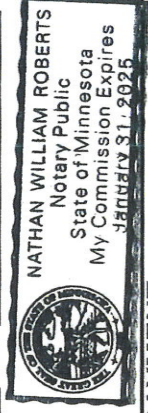
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 0.00
 (Column D + E on G703)
 - b. % of Stored Material \$ -
 (Column F on G703)

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,064,304.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,912,082.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ -
8. CURRENT PAYMENT DUE \$ 1,064,304.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,912,082.97

CONTRACTOR: *Paul*

Date: *5-30-23*

State of: Minnesota County of: Blue Earth
 Subscribed and sworn to before me this *30th* day of *May* 2023
 Notary Public: *Paul Leo*
 My Commission Expires: *August 31, 2025*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,064,304.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

137

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Draw 1
 APPLICATION DATE: 5/30/2023
 PERIOD TO: 5/30/2023
 PROJECT: Fox Meadow Townhomes

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Erosion Control and Earthwork	\$220,000.00	\$ -	\$ 110,000.00		\$ 110,000.00	\$ 110,000.00	
2	Improvements of the plans-(Holtmeter Construction)	\$2,485,806.85	\$ -	\$ 903,623.40		\$ 903,623.40	\$ 1,582,183.45	
3	Contingency(10%)	\$270,580.69	\$ -	\$ 50,681.17		\$ 50,681.17	\$ 219,899.52	
	GRAND TOTALS	\$2,976,387.54	\$ -	\$ 1,064,304.57	\$ -	\$ 1,064,304.57	\$ 1,912,082.97	\$ -

138

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PROJECT: Fox Meadows Townhomes

1

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

PERIOD TO: 1/1/2023 - 5/30/2023

PROJECT NOS:

CONTRACT DATE:

VIA ARCHITECT:

FROM CONTRACTOR:

Holtmeier Construction Inc.

3301 Third Ave

Mankato, MN 56001

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,485,806.85
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	2,485,806.85
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	903,623.40

5. RETAINAGE:	\$	\$0.00
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$	Included in above
b. <u> </u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	903,623.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	903,623.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,582,183.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR:

By:  Date: 5/30/23

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

139

34	24" RCP PIPE SEWER, CLASS 3	\$37,243.80	\$3,267.00	\$0.00	\$903,623.40	36.35%	\$33,976.80	\$0.00
35	24" HDPE POLYPROPYLENE PIPE SEWER	\$81,424.40						\$0.00
36	27" RCP PIPE SEWER, CLASS 3	\$27,851.70	\$27,851.70			100.00%	\$0.00	\$0.00
37	29" RCPA PIPE SEWER, CLASS 3	\$39,111.60						\$0.00
38	30" RCP PIPE SEWER, CLASS 3	\$83,684.20	\$45,820.95			54.75%	\$37,863.25	\$0.00
39	12" RC PIPE APRON	\$1,208.50						\$0.00
40	21" RC PIPE APRON WITH TRASH GUARD	\$2,466.35						\$0.00
41	24" RC PIPE APRON WITH TRASH GUARD	\$891.10						\$0.00
42	24" RC PIPE APRON WITH TRASH GUARD	\$7,983.90						\$0.00
43	29" RC PIPE ARCH APRON WITH TRASH GUARD	\$3,725.80						\$0.00
44	30" RC PIPE APRON WITH TRASH GUARD	\$7,331.40	\$3,665.70			50.00%	\$3,665.70	\$0.00
45	CONSTRUCT DRAINAGE STRUCTURE, DES G	\$1,985.20						\$0.00
46	CONSTRUCT DRAINAGE STRUCTURE, DES SD-1	\$56,569.50	\$14,040.00			24.82%	\$42,529.50	\$0.00
47	CONSTRUCT DRAINAGE STRUCTURE, DES 4020/22-48	\$41,627.30	\$8,794.50			21.13%	\$32,832.80	\$0.00
48	CONSTRUCT DRAINAGE STRUCTURE, DES 4020/22-60	\$74,747.40	\$43,123.50			57.69%	\$31,623.90	\$0.00
49	STORMWATER POND OUTLET STRUCTURE	\$17,187.40						\$0.00
50	STORM CASTING ASSEMBLY	\$36,389.75						\$0.00
SCHEDULE 5: WATERMAIN CONSTRUCTION								
51	CONNECT TO EXISTING WATER MAIN	\$6,409.20	\$6,409.20			100.00%	\$0.00	\$0.00
52	10" MJ GATE VALVE & BOX	\$16,786.60	\$16,786.60			100.00%	\$0.00	\$0.00
53	8" MJ GATE VALVE & BOX	\$26,735.40	\$26,735.40			100.00%	(\$0.00)	\$0.00
54	6" MJ GATE VALVE & BOX (INCLUDES MF BUILDINGS)	\$38,307.60	\$27,666.60			72.22%	\$10,641.00	\$0.00
55	10" WATER MAIN CROSS	\$2,107.60	\$2,107.60			100.00%	\$0.00	\$0.00
56	10" X 8" WATER MAIN TEE	\$1,436.00	\$1,436.00			100.00%	\$0.00	\$0.00
57	10" X 6" WATER MAIN TEE	\$1,291.30	\$1,291.30			100.00%	\$0.00	\$0.00
58	8" X 6" WATER MAIN TEE	\$4,714.50	\$3,771.60			80.00%	\$942.90	\$0.00
59	6" 90 DEGREE BEND	\$1,632.30	\$544.10			33.33%	\$1,088.20	\$0.00
60	10" 22.5 DEGREE BEND	\$1,964.40	\$1,964.40			100.00%	\$0.00	\$0.00
61	10" X 8" WATER MAIN REDUCER	\$760.90	\$760.90			100.00%	\$0.00	\$0.00
62	HYDRANT	\$34,316.40	\$22,877.60			66.67%	\$11,438.80	\$0.00
63	FLUSHING HYDRANT	\$11,438.80	\$11,438.80			100.00%	\$0.00	\$0.00
64	8" MJ PLUG	\$1,011.00	\$1,011.00			100.00%	\$0.00	\$0.00
65	10" MJ PLUG	\$518.75	\$518.75			100.00%	\$0.00	\$0.00
66	10" PVC C-900 WATER MAIN WITH TRACER WIRE	\$67,260.00	\$67,260.00			100.00%	\$0.00	\$0.00
67	8" PVC C-900 WATER MAIN WITH TRACER WIRE	\$81,571.20	\$81,571.20			100.00%	\$0.00	\$0.00
68	6" PVC C-900 WATER MAIN WITH TRACER WIRE	\$19,975.00	\$1,785.00			8.94%	\$18,190.00	\$0.00
69	1" RESIDENTIAL WATER SERVICE, COMPLETE	\$32,841.00	\$10,947.00			33.33%	\$21,894.00	\$0.00
70	6" MULTI-FAMILY WATER SERVICE, COMPLETE	\$43,152.00	\$38,836.80			90.00%	\$4,315.20	\$0.00
GRAND TOTALS		\$2,485,806.85	\$903,623.40	\$0.00	\$903,623.40	36.35%	\$399,139.69	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

140

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 5/30/2023

PERIOD TO: 1/1/23 - 5/30/23

ARCHITECTS PROJECT NO: FOX MEADOWS

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
SCHEDULE ONE: SITE & MISCELLANEOUS CONSTRUCTION										
1	MOBILIZATION	\$156,933.00			\$78,466.50		\$78,466.50	50.00%	\$78,466.50	\$0.00
2	REMOVE TILE INLET	\$200.00								\$0.00
3	REMOVE AGRICULTURAL DRAIN TILE	\$2,500.00								\$0.00
4	SAWING BITUMINOUS OR CONCRETE PAVEMENT	\$2,275.00								\$0.00
5	REMOVE BITUMINOUS PAVING	\$2,838.00								\$0.00
6	REMOVE CONCRETE CURB & GUTTER	\$1,868.75								\$0.00
7	RANDOM RIPRAP CLASS 3	\$5,670.00								\$0.00
8	TRAFFIC CONTROL	\$2,500.00								\$0.00
9	96" DIAMETER 12" TH. CLASS 5 GRAVEL TURNAROUND	\$27,890.00								\$0.00
SCHEDULE 2: STREET CONSTRUCTION										
10	AGGREGATE BASE, CLASS V	\$232,307.50								\$0.00
11	TYPE SP 3 BITUMINOUS NON WEAR COURSE 2.5"-3" THICK SPNWB330C	\$179,576.60								\$0.00
12	TYPE SP 3 BITUMINOUS WEAR COURSE 1.5"-2" THICK SPWEA340C	\$128,056.80								\$0.00
13	TYPE SP 3 BITUMINOUS PATCH	\$3,021.00								\$0.00
14	BITUMINOUS MATERIAL FOR TACK COAT	\$1,883.75								\$0.00
15	4" CONCRETE WALK	\$166,845.00								\$0.00
16	CONCRETE CURB & GUTTER, DESIGN "EDINA"	\$131,364.20								\$0.00
17	CONCRETE VALLEY GUTTER	\$23,913.00								\$0.00
SCHEDULE 3: SANITARY SEWER CONSTRUCTION										
18	CONNECT TO EXISTING SANITARY SEWER	\$11,500.00			\$11,500.00		\$11,500.00	100.00%	\$0.00	\$0.00
19	8" PVC PIPE SEWER (SDR 35)	\$95,921.50			\$95,921.50		\$95,921.50	100.00%	\$0.00	\$0.00
20	8" PVC PIPE SEWER (SDR 26)	\$4,256.00			\$4,256.00		\$4,256.00	100.00%	\$0.00	\$0.00
21	10" PVC PIPE SEWER (SDR 26)	\$5,905.00			\$5,905.00		\$5,905.00	100.00%	\$0.00	\$0.00
22	12" PVC PIPE SEWER (SDR 26)	\$103,667.85			\$103,667.85		\$103,667.85	100.00%	(\$0.00)	\$0.00
23	4" RESIDENTIAL SERVICE	\$25,712.10			\$8,570.70		\$8,570.70	33.33%	\$17,141.40	\$0.00
24	6" MULTI-FAMILY SERVICE	\$19,926.00			\$17,933.40		\$17,933.40	90.00%	\$1,992.60	\$0.00
25	CONSTRUCT DRAINAGE STRUCTURE, DES. 48-4007C	\$97,880.39			\$91,477.00		\$91,477.00	93.46%	\$6,403.39	\$0.00
26	CONSTRUCT SANITARY SEWER Change to Inside Drop per approved plans OUTSIDE DR	\$20,800.36								\$0.00
27	SANITARY CASTING ASSEMBLY	\$11,796.60								\$0.00
SCHEDULE 4: STORM SEWER CONSTRUCTION										
28	12" POLYPROPYLENE PIPE SEWER	\$18,482.15								\$0.00
29	15" POLYPROPYLENE PIPE SEWER	\$25,132.65								\$0.00
30	12" RCP PIPE SEWER, CLASS 5	\$17,824.50			\$6,931.75		\$6,931.75	38.89%	\$10,892.75	\$0.00
31	15" RCP PIPE SEWER, CLASS 5	\$1,748.40								\$0.00
32	18" RCP PIPE SEWER, CLASS 3	\$10,582.00			\$2,860.00		\$2,860.00	27.03%	\$7,722.00	\$0.00
33	21" RCP PIPE SEWER, CLASS 3	\$29,369.50			\$3,850.50		\$3,850.50	13.11%	\$25,519.00	\$0.00

14

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Draw 1**
 APPLICATION DATE: **5/30/2023**
 PERIOD TO: **5/30/2023**
 PROJECT: **Fox Meadow Townhomes**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Erosion Control and Earthwork	\$220,000.00	\$ -	\$ 110,000.00			\$ 110,000.00	50.00%	\$ 110,000.00	
2	Improvements of the plans-(Holtmeier Construction)	\$2,485,806.85	\$ -	\$ 903,623.40			\$ 903,623.40	36.35%	\$ 1,582,183.45	
3	Contingency(10%)	\$270,580.69	\$ -	\$ 50,681.17			\$ 50,681.17	18.73%	\$ 219,899.52	
GRAND TOTALS		\$2,976,387.54	\$ -	\$ 1,064,304.57			\$ 1,064,304.57	35.76%	\$ 1,912,082.97	\$ -

142




June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Placement of Sidewalk in Fox Meadows Housing Development

Discussion took place at the April 3rd City Council meeting about placement of the sidewalk along Blace Avenue in the Fox Meadows Housing Development. Attached is an excerpt of the minutes from that meeting. It was determined at that time that a future meeting be set up with the developer and adjacent property owner to re-evaluate placement of the sidewalk on the south side of Blace Avenue in the Fox Meadows Housing Development.

A meeting was held with Troy Schrom (developer), Eugene and Kip Bruender (property owner), Brian Sarff, and me on May 9th to discuss relocation of the sidewalk from the north side of Blace Avenue to the south side of Blace Avenue. The outcome of that meeting is that all parties are agreeable to relocating the sidewalk to the south side of Blace Avenue with the understanding that pricing will need to be obtained for pedestrian ramps and cost-sharing determined between the City and developer. It is anticipated that the developer will have pricing for the additional pedestrian ramps associated with relocating the sidewalk at the meeting.

Discussion should ensue.


Jennifer J. Bromeland
City Administrator

PRESENTATIONS

1. Eugene and Joyce Bruner: Sidewalk Concerns

- Kip Bruender, 204 Joan Lane, spoke as a representative for Eugene and Joyce Bruender who live at 425 S. Agency Street, regarding the sidewalk in the Fox Meadows subdivision. Mr. Bruender asked Council to review the sidewalk plans closely for this development. He stated he feels it makes more sense to have sidewalks on the south side of Blace Avenue since there will be less driveways than on the north side. He also stated he would be happy to meet with Administrator Bromeland and staff relating to this. Mr. Bruender also stated that safety will out way any additional cost.
- Brian Sarff with Bolton and Menk stated that Connie Lane has been realigned. He also explained this project has a 60-foot right-of-way on Blace with 27 feet of this right-of-way on the Bruender side (the north side) of the roadway with an 8 foot boulevard. From the midsection of the road to the right-of-way is 18 feet 10 inches and there would be a 5-foot sidewalk with a 2 ½ foot boulevard, which is very narrow and will make it harder for maintenance.
- Council discussion included location and potential use of sidewalk based on location.
- Developer Troy Schrom stated by having the sidewalk on the north side, it will allow for an east/west connection. There are two wetlands, one in phase 1 and the other in phase 2 and that this design has gone through the wetland delineation process and they need to stay out of the wetlands. The moving of the sidewalk would cost approximately \$20,000-\$30,000 and the developer's agreement would need to be redone.
- Mr. Bruender reiterated that he is only asking for Council to review plans for the development and is not asking for a decision at tonight's meeting.
- Council asked that a future meeting be set to review plans and expressed the desire to look at the big picture relating to sidewalk installation.

2. Roger and Nathan Bechel: Sidewalk Maintenance Concerns

- Roger Bechel, 308 S. Agency Street, and Nathan Bechel, 312 S. Agency Street, presented their concerns about snow removal on sidewalks which includes ice chunks thrown onto the sidewalk when snow was removed from the street which has damaged his snow removal equipment. Roger Bechel stated he feels the City should pursue county state aid funding to remove snow on the sidewalks along the county road. Roger again asked Council to consider adding language to city code to state what is allowable equipment residents can use for snow removal. He stated when he uses his tractor unit he does not have problems with snow removal.
- Nathan Bechel stated their assessment for the CSAH 27 project was \$8,000 for the value added to their property, but now they are incurring additional costs to remove snow from the new sidewalk.
- Council discussion included the possibility of reviewing the maintenance contract with Blue Earth County which expires on December 31, 2023. Council also indicated that this winter snow removal has been difficult for the entire community.

OLD BUSINESS

- None

NEW BUSINESS

1. Planning Commission Recommendation for Rezoning for Eastgate Townhomes (Parcel R12.10.18.201.019)

- Administrator Bromeland explained that a public hearing was held at the March 30th Planning Commission meeting to consider an application for rezoning for parcel R12.10.18.201.019. The applicant is seeking to rezone the parcel from L-1 Light Industrial to R-3 Limited Multiple Family Residential for the purpose of developing the property into a townhome housing development. According to the concept plan, the development is proposed to consist of a 2-unit townhome, two five-unit townhomes, and two four-unit



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Juneteenth – Amendment to Personnel Policy


A bill to establish Juneteenth as a state-recognized holiday was signed into law by Governor Tim Walz and passed by the Senate and House.

The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was scheduled to go into effect on August 1, 2023, however, the bill signed into law this session changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed.

An amendment to the City's Personnel Policy is needed to reflect the June 19 holiday this year. Attached is a proposed amendment, consisting of a strikeout of "(effective in 2024)".

A motion is necessary to approve the above-described amendment.


Jennifer J. Bromeland
City Administrator

HOLIDAY PAY

The City observes the following official holidays for all regular full-time and part-time employees:

HOLIDAYS	
Holiday	Date
New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 (effective in 2024)
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday following the Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities that are closed on holidays. Police Officers will observe the holiday on the actual day of the holiday.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are in paid status (approved vacation, sick leave, paid medical leave, or funeral leave) on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Paid holidays are not available to temporary, intermittent, seasonal, part-time employees or employees on unpaid leave, except as stated below.

Employees eligible for holiday pay will receive pay for eight (8) hours at their regular rate of pay for each holiday listed. Eligible police officers will receive holiday pay equal to their regularly scheduled shift. Full-time employees not scheduled to work on holidays will receive their normal hourly rate exclusive of overtime premiums and shift differential. Part-time employees working a holiday will receive one- and one-half times their regular hourly rate for hours worked on that day.

If an employee who is eligible to receive holiday pay is scheduled or called into work on a holiday, that employee will be paid time and one-half (1 ½ times) for hours in addition to the holiday pay.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.



June 5, 2023

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

A request was received from Jim Anderson (past member of the former Eagle Lake Church of Christ) asking that the City of Eagle Lake take over the Burgess Cemetery, which is in the southwest corner of city limits off 598th Avenue. According to Mr. Anderson, the church owned the cemetery but has no finances left to take care of it. Mr. Anderson said that someone has been volunteering their time mowing the cemetery the past few years but is unsure as to whom that might be. He also said that the cemetery has a lot of history and that the last interment took place in 1969.

Attached is a letter from the City Attorney advising issues that the City Council should take into consideration when deliberating the request.

Mr. Anderson was invited to present his request before the City Council but declined the offer and instead asked that staff relay the request.

Discussion should ensue.

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

Jennifer J. Bromeland
City Administrator

June 1, 2023

Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake MN 56024

RE: Burgess Cemetery
File Number: 23-Pending

Dear City Administrator Bromeland:

I have reviewed the request for the City of Eagle Lake to take over the Burgess Cemetery. Minnesota Statute Section 412.221 sub 9 provides that cities are able to own cemeteries. Cities may also allocate funds for the upkeep of cemeteries under Minnesota Statute 471.84. So it is permissible for the city to have a cemetery, but this does not mean that a city should. The language of the statutes would also imply that these are working cemeteries. The funds that can be used are also limited to \$10,000 per year, which is likely to cover little more than maintenance.

There are a number of issues with the City taking over the Burgess Cemetery. The first and the one that is most problematic is that there is no indication as to who owns the cemetery. There is not an entity to gift the property to the city nor is there an entity from whom the city could buy the property. This means that in order for the city to acquire the property it would need to be condemned. That process would be lengthy and costly. It does not appear that the parties that have contacted the city have any ownership interest in the property.

If the City acquires or funds a cemetery, there is a requirement that it be open to all citizens and that the plots are not restricted to a particular group or religion. The Burgess cemetery is not a working cemetery, there has not been an internment since 1969 and there is no reason to believe that that status is going to change. It is also likely that the any person that was interned in the cemetery either was a member or shared the beliefs of the Eagle Lake Church of Christ, so it is unlikely that the cemetery was open to all.

Any expenditure of city funds need to be for a public purpose. It is not clear what public purpose is served by taking on a cemetery that is not a working cemetery. The cemetery may have historical significance but the City has no program for historical preservation.

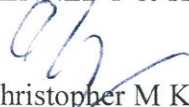
Let me know if you any questions, comments or concerns.

99 Navaho Avenue, Suite 104 Mankato, MN 56001
Phone: 507/345-4582 Fax: 507/345-1010
Email: knklaw@hickorytech.net
Website: kennedykennedylaw.lawoffice.com

* Also Admitted in Iowa

Sincerely,

KENNEDY & KENNEDY



Christopher M Kennedy
CMK/cmk



June 5, 2023

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

A utility billing complaint has been received from a water customer at 100 Blace Avenue alleging that the billing for water and sewer service for the month of April 2023 has been excessive and that it is not possible to have used that much water. The water customer submitted a written complaint, a copy of which is attached, and is requesting that the \$662.43 bill be reduced to the average usage. Included with the complaint are notes from a plumber that was hired by the utility customer along with a copy of a billing history summary showing the discrepancy between the average monthly billing amount and the amount incurred for April's usage.

Per an inquiry to the City's utility billing clerk, the customer uses on average approximately 1,800 gallons of water per month. During the month of April 2023, the meter showed a usage of 40,063 gallons. The Public Works Department switched out the meter with a new meter and sent the old meter to be tested by a 3rd party.

According to Section 8.040 of City Code, if a water consumer files with the City Council a written complaint alleging that the billing for water and sewer service has been excessive, the Council shall cause to have the water meter checked by competent personnel. If the meter check results in a determination that the meter is accurate, the water consumer shall pay for the cost of said water meter check and shall be responsible for payment of the unused balance of the billing. If the meter check results in a determination that the meter was not correct, the City shall bear the cost of such meter check and shall adjust the water billing for the consumer accordingly. Such adjustments shall be made only for a period of three months immediately preceding the filing of the written complaint by the water consumer.

Attached you will find Meter Test Results from Controls & Meters, Inc. The results indicate that the meter is functioning properly. When asked if there could be a malfunction with the automatic read meter (AMR) component, the Public Works Department verified no suspected issues with the AMR. A copy of the meter test result was provided to the utility customer.

Discussion should ensue and a determination made as to whether the water consumer shall pay for the cost of the meter check and be responsible for the water billing.


Jennifer J. Bromeland
City Administrator

P: (507) 257-3218



From: Debby Paulson <

Sent: Wednesday, May 3, 2023 10:26 AM

To: Jennifer Bromeland <jbromeland@eaglelakemn.com>; Andrew Hartman <ahartman@eaglelakemn.com>

Subject: My water bill

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

I got a bill for a 40,000 gallon usage after a call from the city telling me about it (thanks). I had a plumber as well as a city utility worker out here and it was determined the meter needed replacing. The plumber also said there was no way I could use 40,000 gallons of water in a month, and the basement where all the water pipes are is dry. I work from home so would know if there was something running, but then again I would have to have used over 1600 gallons a day to reach the 40,000 gallons. I also do not have an irrigation system.

I believe the meter problem started the month prior (March) since my usage was about 1,000 gallons above my normal usage. At that time I did not check the usage. Believing it was just a price increase.

I am requesting my \$662.43 bill be reduced to my average usage.

Billing History

Due Date	Current Amount	Bills	Last View
5/25/2023	\$662.43	View Statement	N/A
4/25/2023	\$71.43	View Statement	N/A
3/25/2023	\$54.61	View Statement	N/A
2/25/2023	\$58.03	View Statement	N/A
1/25/2023	\$52.74	View Statement	N/A
12/25/2022	\$55.93	View Statement	N/A
11/25/2022	\$61.13	View Statement	N/A
10/25/2022	\$73.39	View Statement	N/A
9/25/2022	\$64.07	View Statement	N/A
8/25/2022	\$78.83	View Statement	N/A
7/25/2022	\$60.37	View Statement	N/A
6/25/2022	\$57.21	View Statement	N/A
5/25/2022	\$54.84	View Statement	N/A
4/25/2022	\$56.28	View Statement	N/A
3/25/2022	\$58.90	View Statement	N/A
2/25/2022	\$57.73	View Statement	N/A
1/25/2022	\$52.63	View Statement	N/A

Also...my meter reading is only showing from what I believe is Monday when it was installed. The old meter said I had used 3,000 gallons over the weekend, which is incorrect too. I do not even use that much in the summer!

The new meter is showing correct usage of water.

I am doing this via email so there is a paper trail behind this request. I also do not want to get emotional over the phone trying to explain all this 😊

Regards, Debby Paulson



Connors Plumbing & Heating LLC
 407 5th Ave SE, Waseca, MN 56093
 507-835-2540

Invoice 226456
 Invoice Date 5/1/2023
 Completed Date
 Customer PO

Billing Address
 Paulson, Debby
 100 Blace Avenue
 Eagle Lake, MN 56024 USA

Job Address
 Paulson, Debby 0013743
 100 Blace Avenue
 Eagle Lake, MN 56024 USA

Description of Work

The city office called Debby this morning and said that she had used 40,000+ gallons of water the previous month. When I arrived I searched the house for any signs of water running when it shouldn't have been and couldn't find anything that would suggest such a large amount of water being used. My opinion is that the water meter malfunctioned and Debby called and had the city guy come out and verify what I had observed and that the meter wasn't acting properly as it was clicking oddly whenever a faucet was open he then went and got a new water meter for me to install. After we installed it we ran some water from the outside faucet and everything appears to be working properly now. The new meter has been upgraded and will give better diagnostic information compared to the old meter allowing the city to better monitor the situation in the future.

Task #	Description	Quantity	Your Price	Your Total
SC	Service Call	1.00		
DS001	Level 1 Diagnostic	1.00		
WP030	Replace water meter with main water shutdown	1.00		

Paid On	Type	Memo	Amount
5/1/2023	Imported Default Credit Card		

Member Savings
 Sub-Total
 Sales Tax Minnesota 6.875%
 Total Due
 Payment
 Balance Due

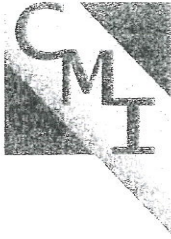
Thank you for choosing Connors Plumbing & Heating LLC

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1 1/2% (\$3.00 minimum) per month shall be applied for overdue amounts.

5/1/2023

I find and agree that all work performed by Connors Plumbing & Heating LLC has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

153



8912 Wentworth Ave S
Bloomington, MN 55420
Office: 952.944.3666
CMI@Cmeters.com
Website: ControlsAndMeters.com

Meter Test Results

Tested for: Controls and Meters (MN)

Work Order Information

Work Order: 15009
Test Date: 05/17/2023
Tested by: Connor Czech

Meter Information

Size:	5/8 x 3/4"	Serial Number:	98265961
Manufacturer:	Badger	Register Type:	RTR
Model:	M25	Registration:	USG
Type:	Disk/Piston	Location:	none listed

Register Readings

	Single Register	Dual Register	
		Low	High
Beginning	38,061		
Ending	38,074		

Test Results

Before		After	
GPM	Percent	GPM	Percent
15.00	100.27	0.00	0.00
2.00	100.79	0.00	0.00
0.25	98.60	0.00	0.00

This Meter meets or exceeds the AWWA standards.

Parts

Comments

Section 8.010 Water Meters

The Contractor shall install two water meters on the premises of each water consumer within the City to determine the volume of water used by each consumer and the amount of the monthly bill to be paid by water consumers. Cost of the meters shall be periodically set by resolution of the City Council.

Section 8.020 Rates

The water rates will be set periodically by resolution of the City Council as deemed necessary. Notice of proposed rates shall be published in the official newspaper at least ten days before the resolution is considered by the Council.

Late fees for utility bills shall be the greater \$5.00 or 5% of the outstanding utility bill balance. (Adopted by Council August 4, 2014)

Section 8.030 Statement and Penalties

Statements shall be computed and issued monthly on or about the 2nd day of each month, and shall be payable on or before the 25th day of the month. Statements include water, sewer, storm drainage, refuse, and recycling, and shall be added to the past due and delinquent bills. Bills paid after the 25th of each month are subject to a penalty set forth by the City Council. Penalties will be added to each monthly balance. Failure to receive a bill will not excuse payment.

Section 8.040 Billing Complaints

If water consumer files with the City Council a written complaint alleging that the billing for water and sewer service has been excessive, the Council shall cause to have the water meter checked by competent personnel. If the meter check results in a determination that the meter is accurate, the water consumer shall pay for the cost of said water meter check and shall be responsible for payment of the unused balance of the billing.

If the meter check results in a determination that the meter was not correct, the City shall bear the cost of such meter check and shall adjust the water billing for the consumer accordingly. Such adjustments shall be made only for a period of three months immediately preceding the filing of the written complaint by the water consumer.

Section 8.050 Unpaid Utility Bills

Subd. 1. Past Due. Any consumer who has an unpaid utility bill at the end of the business day on the 25th of each month shall be considered past due. All past due accounts shall have applied the late fee amount that is set by resolution by the City Council from time to time. (08-07-2017)

Subd 2. Delinquent. Accounts 30 days or more past due shall be considered “delinquent” and shall receive a disconnection of water service notice, sent by regular



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Minimum Maintenance Road (211th Street between 598th Avenue and CR 27) Repair

Attached is an expenditure request form from Public Works Director Andrew Hartman for the repair of the minimum maintenance road on 211th Street between 598th Avenue and CR 27. Included with the request is an estimate from Bruender Construction in the amount of \$2,214. The purpose of the estimate is to address drainage issues in this area.

It should be noted that per the City's engineer with Bolton and Menk, Brian Sarff, the pond and grading in Eagle Ridge, Phase II were built according to plan. Based on topography obtained from the early 2000s, it is believed that there was likely a drainage problem in this area that may have been solved at that time by what appears to have been a channel cut through where the new pond now sits. It is unclear who cut the channel.

A motion is needed to accept the estimate from Bruender Construction in the amount of \$4,214. The cost for this work will be paid for out of line item 101-42100-220.


Jennifer J. Bromeland
City Administrator

**City of Eagle Lake
Departmental Expenditure Request Form**

Project/Equipment Description: Minimum Maintenance Road Repair

Department Name:

Public Works

Requested Amount of Funds:

\$4,214.00

Source of Funds:

Street: General Repair

101 - 42100 - 220

Budgeted Amount:

Balance in Budget:

Capital Outlay Expenditure? Yes No

Replacement Equipment? Yes No

Were Multiple Bids Obtained? Yes No NA

Brief Project/Equipment Justification:

With the pond that was build in the Eagle Ridge Development, water drainage was returned back to how the road is supposed to drain. The drainage path has many trees and is full of sediment that does not allow it to drain. With the work propped by Bruender Construction, they will fix all the drainage problems so that the roadway can drain properly. Currently there is a good portion of the road that is under water. This has been a concern for many residents that use the road as a walking path.

Submitted By: Andrew Hartman

Date: 6/2/2023



City of Eagle Lake
Att: Andrew

June 1, 2023
ahartman@eaglelakemn.com

Job Location: Minimum Maintenance Road

We hereby submit an ESTIMATE quote for the following:

1. Dig ditch to the daylight
2. Remove all trees and shrubs
3. Locate the culvert to allow the area to drain

We hereby propose to furnish the above in accordance with the specification in the sum of:

Four Thousand Two Hundred Fourteen Dollars \$4,214.00

Payment is to be made as follows:

Balance due upon invoice \$4,214.00

The above price does NOT include Sodding, seeding, soil corrections, erosion controls, or permits.

J. R Bruender Construction, Inc

Date

Customer Signature

Date

Please sign and return both copies to us upon acceptance. One copy will be signed and returned.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 10 DAYS.

Terms: Net 10 Days. All past due balances will be assessed a 1.5% finance charge monthly. (18% annually)

Protecting your health and our environment in the Southern Minnesota area since 1965

Phone: 507-257-3238 **Fax:** 507-257-3002 officemanager@jrbruender.com www.jrbruender.com

Contractor's Notice

- A. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contribution.

- B. Under Minnesota Law, you have the right to pay persons who supply labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any material for the improvement and who gave you timely notice.

PLEASE NOTE:

Every person who enters into a contract with the owner for the improvement of real property and who has contracted or will contract with any subcontractors or material men to provide labor, skill, or materials for the improvement shall include in any written contract with the owner the notice required in this subdivision and shall provide the owner with a copy of the written contract. If no written contract for the improvement was entered into, the notice must be prepared separately and delivered personally or by certified mail to the owner or his authorized agent within ten days after the work or improvement is agreed upon.

M239 – (Rev 10/89) Mechanic's Lien – Contractor's Notice M.S.A. 514.011



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Johnson Street Storm Sewer Outlet Repair

Attached is an expenditure request form from Public Works Director Andrew Hartman for the repair of a storm sewer outlet on Johnson Street. The outlet is plugged and full of sediment. According to Public Works Director Hartman, the sediment from the outlet in the pond needs to be dug out and have riprap put in to help keep the sediment from settling in that area again.

The cost for this repair totals \$4,840 and will be paid for out of line item 101-42100-220.

A motion is needed to approve this repair.


Jennifer J. Bromeland
City Administrator

**City of Eagle Lake
Departmental Expenditure Request Form**

Project/Equipment Description: Johnson St. Storm Outlet Repair

Department Name:

Punlic Works

Requested Amount of Funds:

\$4840.00

Source of Funds:

Street: General Repair

Budgeted Amount:

Balance in Budget:

101-42100-200

Capital Outlay Expenditure? Yes No

Replacement Equipment? Yes No

Were Multiple Bids Obtained? Yes No NA

Brief Project/Equipment Justification:

The outlet on Johnson St. is plugged and filled up with sediment. The sediment from the outlet into the pond needs to be dug out and have RipRap put in to help keep the sediment from settling on that spot again.

Submitted By: Andrew Hartman

Date: 6/26/2023

161

**J.R. BRUENDER
CONSTRUCTION, INC.**
60318 206th Street
Eagle Lake, MN 56024-4400



City of Eagle Lake
Att: Andrew

June 1, 2023
ahartman@eaglelakemn.com

Job Location: Johnson St, Eagle Lake Storm Sewer

We hereby submit an ESTIMATE quote for the following:

- 1. Clean storm sewer outlet and all sediment
- 2. Lay heavy fabric in swale for the daylight of the outlet (if needed)
- 3. Place PipRap Class II in the swale to prevent erosion
- 4. Remove all trees and shrubs

We hereby propose to furnish the above in accordance with the specification in the sum of:
Four Thousand Eight Hundred Fourty Dollars \$4,840.00

Payment is to be made as follows:

Balance due upon invoice \$4,840.00

The above price does NOT include Sodding, seeding, soil corrections, erosion controls, or permits.

J. R Bruender Construction, Inc

Date

Customer Signature

Date

Please sign and return both copies to us upon acceptance. One copy will be signed and returned.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 10 DAYS.

Terms: Net 10 Days. All past due balances will be assessed a 1.5% finance charge monthly. (18% annually)

Protecting your health and our environment in the Southern Minnesota area since 1965

Phone: 507-257-3238 **Fax:** 507-257-3002 **officemanager@jrbruender.com** **www.jrbruender.com**

162

Contractor's Notice

- A. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contribution.

- B. Under Minnesota Law, you have the right to pay persons who supply labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any material for the improvement and who gave you timely notice.

PLEASE NOTE:

Every person who enters into a contract with the owner for the improvement of real property and who has contracted or will contract with any subcontractors or material men to provide labor, skill, or materials for the improvement shall include in any written contract with the owner the notice required in this subdivision and shall provide the owner with a copy of the written contract. If no written contract for the improvement was entered into, the notice must be prepared separately and delivered personally or by certified mail to the owner or his authorized agent within ten days after the work or improvement is agreed upon.

M239 - (Rev 10/89) Mechanic's Lien - Contractor's Notice M.S.A. 514.011



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Lease for Bobcat Mower

Attached is a request from Public Works Director Andrew Hartman to lease a bobcat mower instead of purchasing a new mower to replace an existing mower that requires frequent maintenance and repair.

Public Works Director Hartman has advised that lease paperwork will be available at the meeting. City staff recommends that approval be contingent upon the lease agreement being reviewed by an attorney. (The League of MN Cities offers members the ability to send over contracts and agreements to be reviewed by a LMC attorney at no cost.)

A motion is needed to approve leasing a bobcat mower, subject to the lease agreement being reviewed by an attorney.


Jennifer J. Bromeland
City Administrator

**City of Eagle Lake
Departmental Expenditure Request Form**

Project/Equipment Description: Bobcat mower

Department Name:

Public Works

Requested Amount of Funds:

\$367.45 a month

Source of Funds:

Capital Outlay

Budgeted Amount:

Balance in Budget:

Capital Outlay Expenditure? Yes No

Replacement Equipment? Yes No

Were Multiple Bids Obtained? Yes No NA

Brief Project/Equipment Justification:

I am requesting replacement of the 2020 72" Country Clipper. We had this mower in the shop this last month and had some repairs done to get us by, but the shop that worked on it has stated that it has more issues that aren't worth the cost to fix. It is operational now but could change at any moment. It is my recommendation to Lease a mower for 3 years from bobcat and keep trading them off. They have a 3 year warrenty so we would be covered for any issues that come up during the lease.

Submitted By: Andrew Hartman

Date: 6/1/2023

165



June 5, 2023

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


Attached you will find pricing obtained for a new park pavilion at Lake Eagle Park. Public Works Director Andrew Hartman obtained pricing from two contractors – J.R. Murilla and Jon Schabert Construction. The lowest proposal received is from J.R. Murilla Construction in the amount of \$129,000, with the other proposal from Jon Schabert Construction totaling \$131,810, copies of which are both attached.

Presently, the Park Board has \$118,183.37 available in its capital outlay fund. The Park Board plans to seek grant funding and sponsorships to make up the difference. \$50,000 has been allocated annually for this purpose in recent years for parks capital outlay. A similar request will be included with the 2024 budget to help replenish capital outlay for parks. An informational flyer will be distributed shortly to bring awareness to fundraising needs.

Discussion should ensue.

The Park Board recommends that the proposal from J.R. Murilla Construction be approved in the amount of \$129,000.

A motion is needed to accept the recommendation from the Park Board.


Jennifer J. Bromeland
City Administrator



PROPOSAL

PRO

21588 598th Ave
Eagle Lake, MN 56024
License #20094475

Masonry:

- Pour 24" x 8" footing with two #4 rebar.
- Lay five courses of 8" block with the exception around bathroom, storage room and wind block by couter area block to go all the way to ceiling.
- Block above grade to be Rock Faced. **Not Matching existing.**
- 3' steel doors supplied and installed with locks and hardware.
- Pour new slab on interior of Pavilion 4" thick with #3 rebar 2' on center in each direction and control joints made as necessary.
- Exterior sidewalk to be poured from front of existing building 30' back to access new bathroom and Pavilion sidewalk to be 5' wide slopped to exterior.

Framing:

- Set Cedar 6"x 6" 's as shown on plan, 6" x 6" to be anchored in Metal stand off which will be anchored to foundation.
- Set 12" Micro Lamms 3 ply wide on top of post using Steel beam to post connectors.
- Anchor new treated plate to existing bathhouse.
- Set manufactured roof trusses 2' on center with a Hip Roof design.
- Wall between bathroom and storage room to be framed with dimensional lumber.
- Shingle roof with Certainteed Landmark shingle 30 year warrenty.

Soffits & Fascia:

- Aluminum soffits to be done around exterior of building 2 ft overhang and 5 ft overhang.

Interior ceiling:

- Interior ceiling to be done with 1" x 6" T&G pine with a clear finish.
- Micro Lamb beam to be wrapped with Miratec product painted to desired color.



PROPOSAL

PRO

21588 598th Ave
Eagle Lake, MN 56024
License #20094475

J.R. Murilla Construction
21588 598th Ave
Eagle Lake, MN 56024
License #20094475

Proposal Submitted To:
City of Eagle Lake

DATE 4-5-23

We hereby submit specifications and estimate for

Pavilion Remodel:

Demo:

- Remove existing concrete slab.
- Remove existing roof down to Block.

Excavation:

- Excavate foundation for new addition, excavation to be below frost level.
- Import sand for interior envelope of new foundation and compact in 12" rises to proper grade.
- Import sand on exterior for sidewalk and compact.
- Backfill exterior to existing grade all excess fill to be removed from site.
- No seeding or sod included.

PRO



PROPOSAL

PRO

21588 598th Ave
Eagle Lake, MN 56024
License #20094475

Bathroom Finishes:

- Install new ceilings in existing bathrooms and new bathroom and storage room ceilings to be Jamies Hardie product painted white.
- Wall between new Bathroom and Storage area to be done with FRP board.

Plumbing:

- 1 American standard (3249.001.020) white 12" RI flushometer style toilets.
- 1 Sloan (3911634) regal XL chrome flush valves.
- 1 Church (295CT-000) white open front less cover toilet seats.
- 1 Krown HS-18 wall hung hand sink
- 1 Watts (TCA-411) lavatory carriers.
- 1 Chicago 802-336ABCP vandal proof push - tilt handle faucet.
- 1 Sioux 2" adjustable floor drains
- Plastic waste and vent piping.
- Pex water piping.
- Supply stops for sinks.

Electrical:

- Allowance \$3000.00

Notes:

- Building permit not included.
- All debris to be removed from jobsite.
- Hooking on to existing sewer price to be determined.
- Nothing figured for anything Engineer calls for.



PROPOSAL

PRO

21588 598th Ave
Eagle Lake, MN 56024
License #20094475

INSURANCE

- JR Murilla Construction to provide workmanscomp insurance on his employees, and see to it each subcontractor has his own valid insurance source.

We hereby propose to furnish labor and material – complete in accordance with the above specifications, for the sum of: \$ 129,200.00 (one hundred twenty nine thousand two hundred dollars)

Payments to be made as follows:

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

DATE: _____

SIGNATURE: _____

172

Jon Schabert Construction

31800 421st LN
 St.Peter, MN 56082
 Lic#BC-20524896

Estimate

Date	Estimate #
5/9/2023	338

Name / Address
City of Eagle Lake Pavilion

			Project
Description	Qty	Rate	Total
Remove roof and rafters from existing building.Remove existing concrete pad.Dig footings and post holes at least 4' deep.Install 20"x8" footings for block wall and install 12 coarses of block.Fill post holes with concrete.Pour concrete floor 4" thick with rebar 3'O/C.Install 6x6 green treated posts with LVL attached at the top.Install rafter system with all required bracing.Install all fascia and overhangs.Install OSB on rafters.Install ODE,Ice and Water,synthetic tar paper,Shingles and cap shingles.Install soffit and fascia on overhangs.Install 1x6 endmatched pine car siding with clear coat on ceiling of pavilion area.Install doors on new bathroom and storage room.Remove partial concrete in existing mechanical room to tie into existing plumbing.Replace concrete.Plumb in ADA toilet sink and floor drain connecting to existing plumbing.Install LED lighting and outlets in new portion of building.Install counter top along full height wall and along storage room.		131,810.00	131,810.00
Includes all labor,materials,and disposal.All work done according to plans and code.		0.00	0.00
All colors to be picked by city official.		0.00	0.00
\$25000.00 up front and progress payments as job is completed.		Total	\$131,810.00

173

DESCRIPTION

Stainless Steel 1-Station Wall-Mounted Handwashing Sink.

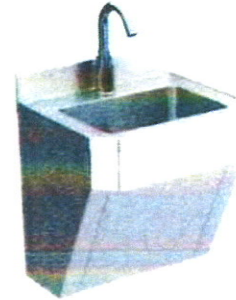
DETAILS

- Material: Stainless Steel
- Width: 19" (483mm)

FEATURES

Stainless Steel Hand Washing Sink with the following features:

- Sink constructed from 14 gauge, Type 304 stainless steel with brushed stainless
- Cabinet constructed from 18 gauge, Type 304 stainless steel with brushed stainless
- Outer rim of sink raised to help prevent splashing and dripping on floors
- Angled front corners to enhance ease of use and protect users from sharp corners
- "Lift-out" style front access panel for easy maintenance access
- 1 1/2" stainless steel dome strainer with integral tailpiece and P-Trap
- Z-clip" wall hanger for mounting (fasteners by others)
- Sink is shipped pre-plumbed for easy installation



COMPLIANCES & CERTIFICATIONS



(cUPC Certified)

RECOMMENDED SPECIFICATION

Sloan Stainless Series Handwashing Sink model no. EHS 1000. Product to be made of 14 gauge type 304 stainless steel with Sloan sensor faucets (sold separately).

DOWNLOADS

- EHS-1000/ESS-2000/3000 Series Repair and Maintenance Guide
- Additional Downloads

NOTES





All information contained within this document subject to change without notice.

Looking for other variations of the EHS-1000 product? View the general spec sheet with all options.

Find a compatible faucet for this sink.

Find a matching soap dispenser for this sink.

SUGGESTED FAUCETS

	Name	Description
	SF-2250	View more info
	SF-2200	View more info
	EBF-85	View more info
	ETF-770	View more info

174



SLOAN® SENSOR FAUCET
SF-2250-4-BAT-TEE-CP-0.5GPM-MLM-IR-FCT
 (General Model Name: SF2250-4 CP FCT G'NECK 4" BATT 0.5GPM)

CODE NUMBER

3362144

DESCRIPTION

4" Trim Plate, Battery Power Supply, Back-Check Tee, Polished Chrome Finish, 0.5 gpm, Multi-Laminar Spray, Infrared Sensor, Sloan® Battery-Powered Deck-Mounted Gooseneck Body.

DETAILS

- Flow Rate: 0.5 gpm (1.9 Lpm) (0.5GPM)
- Spray Type: Multi-Laminar (MLM)
- Sensor Type: Infrared (IR)
- Mounting Type: Single Hole (1)
- Trim Plate: 4" (102mm) (4)
- Power Supply: Battery (BAT)
- Temperature Mixer: Back-Check Tee (TEE)
- Finish: Polished Chrome (CP)
- Factory Default Timeout: 30s
- Factory Default GPC: 0.25

FEATURES

Commercial Grade, ADA Compliant, Electronic, Sensor-Activated, Brass Gooseneck Hand Washing Faucet with the following features:

- Adjustable Infrared Sensor Range
- 36" (914 mm) Long Sensor Cable
- 24" (610 mm) Long Flex Hose
- Filtered Solenoid Valve with serviceable Strainer Filter
- Includes Four (4) AA-size Batteries
- Includes appropriate Mounting Hardware

ELECTRICAL SPECIFICATIONS

- Battery Life: 2 years 8,000 cycles/month
- Timeout Adjustment Settings: 30s

VIDEOS

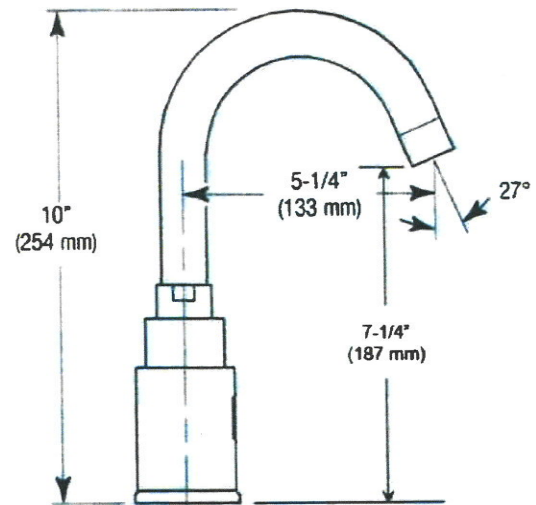
- SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Parts Breakdown
- SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Module Replacement
- SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Battery Replacement- Sensor Range Adjustment

DOWNLOADS

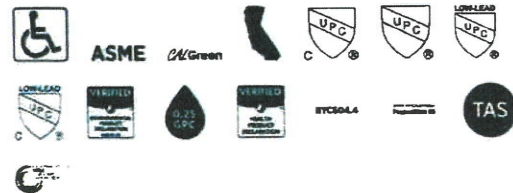
- SF Series Installation Instructions
- SF Series (FR) Installation Instructions
- SF Series (SP) Installation Instructions
- SFP 35-A Installation Instructions
- Trim Plate Guide
- Sloan 2100/2150 Repair and Maintenance Guide
- Additional Downloads



Variation not shown: 4" Trim Plate



COMPLIANCES & CERTIFICATIONS



(ADA Compliant, ASME A112.18.1 Compliant, CalGreen Compliant, CEC Compliant, cUPC Certified, UPC Certified, UPC Low Lead Compliant, cUPC Low Lead Compliant, EPD, GPC 0.25 or less, HPD, NYC604.4, Proposition 65, TAS, WELL Building Standard)

NOTES

All information contained within this document subject to change without notice.

Sloan 10500 Seymour Ave, Franklin Park, IL 60131
 Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com

176



SLOAN® SENSOR FAUCET
SF-2250-4-BAT-TEE-CP-0.5GPM-MLM-IR-FCT
(General Model Name: SF2250-4 CP FCT G'NECK 4" BATT 0.5GPM)

Looking for other variations of the SF-2250 product? View the general spec sheet with all options.

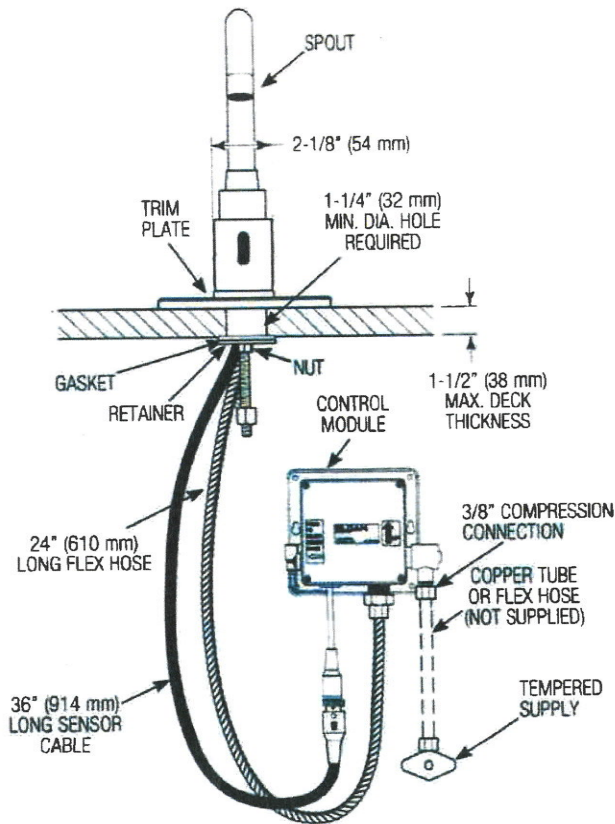
Find a matching soap dispenser for this faucet.

Find a compatible sink for this faucet.

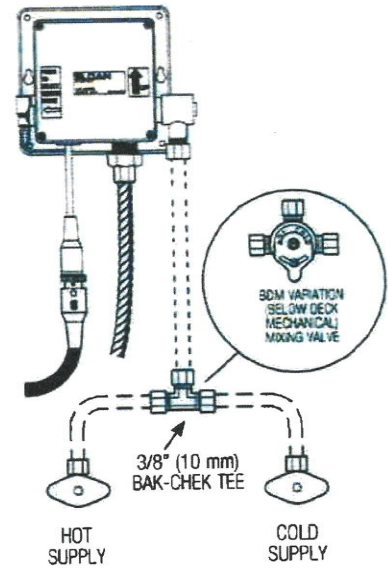
WARRANTY

View Warranty Information

ROUGH-IN



HOT AND COLD WATER SUPPLY APPLICATIONS
(SPECIFY IN MODEL VARIATION)



Sloan 10500 Seymour Ave, Franklin Park, IL 60131
Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com

177

CODE NUMBER

3911203

DESCRIPTION

1.6 gpf, Rough Brass Finish, Fixture Connection Rear Spud, Single Flush, 10.75 L Dimension, Royal® Concealed Manual Water Closet Flushometer.

DETAILS

- Flush Volume: 1.6 gpf (6.0 Lpf)
- Finish: Rough Brass (RB)
- Valve: Diaphragm
- Valve Body Material: Semi-red Brass
- Fixture Type: Water Closet
- Fixture Connection: Rear Spud
- Rough-In Dimension: 9" (229mm)
- Spud Coupling: 1 1/2" (38mm)
- Supply Pipe: 1" (25mm)
- L Dimension: 10 3/4" (273mm) (10-3/4-LDIM)

FEATURES

- PERMEX® Synthetic Rubber Diaphragm with Dual Filtered Fixed Bypass
- 1" I.P.S. Wheel Handle Bak-Chek® Angle Stop
- Vacuum Breaker
- Spud Coupling, Wall and Spud Flanges for 1 1/2" Exposed Top Spud
- Elbow Flush Connection
- Non-Hold-Open Handle, Fixed Metering Bypass and No External Volume Adjustment to Ensure Water Conservation
- Diaphragm, Handle Packing and Vacuum Breaker to be molded from PERMEX® Rubber Compound for Chloramine Resistance
- ADA Compliant Metal Oscillating Non-Hold-Open Handle



COMPLIANCES & CERTIFICATIONS



(ADA Compliant, cUPC Certified, BAA Compliant)

RECOMMENDED SPECIFICATION

Valve Body, Cover, Tailpiece and Control Stop shall be in conformance with ASTM Alloy Classification for Semi-Red Brass. Valve shall be in compliance with the applicable sections of ASSE 1037 and ANSI/ASME 112.19.2.

VALVE OPERATING PRESSURE (FLOWING)

15-80 PSI (103-552 kPa). Specific fixtures may require greater minimum flowing pressure - consult manufacturer requirements.

DOWNLOADS

- Sloan Concealed Installation Instructions
- Control Stop Repair and Maintenance Guide
- Flush Connections Flanges Repair and Maintenance Guide
- Tail Piece Repair and Maintenance Guide
- Concealed Flushometers Repair and Maintenance Guide
- Additional Downloads

NOTES

All information contained within this document subject to change without notice.

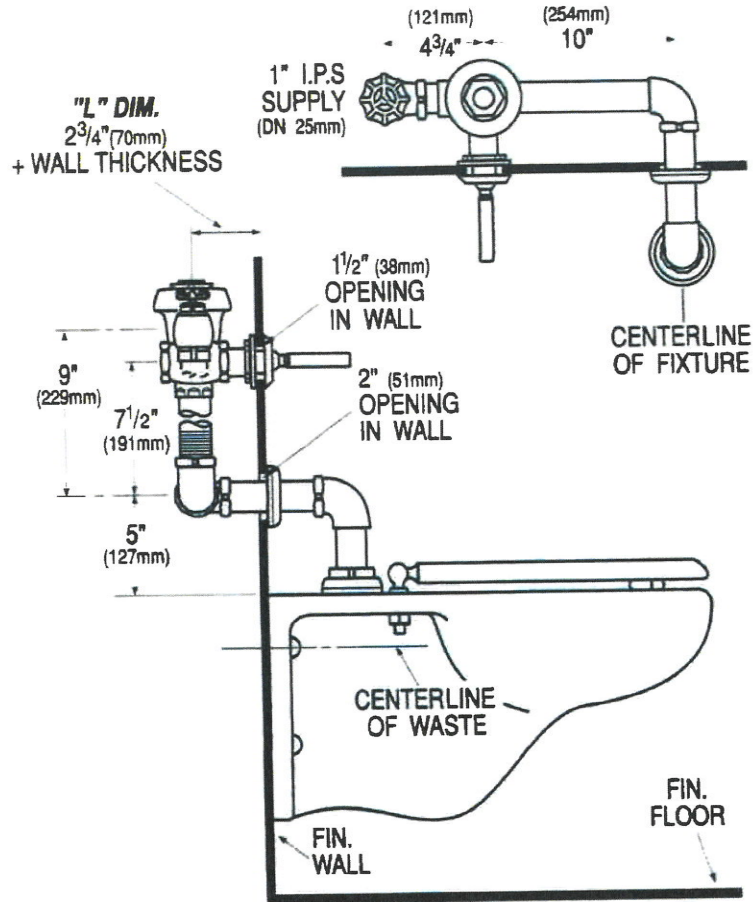
Looking for other variations of the ROYAL 142 product? View the general spec sheet with all options.

Find a compatible urinal for this flushometer.

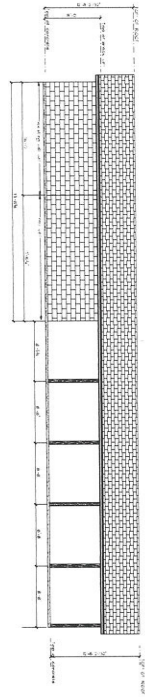
Find a compatible water closet for this flushometer.

Sloan 10500 Seymour Ave, Franklin Park, IL 60131
Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com

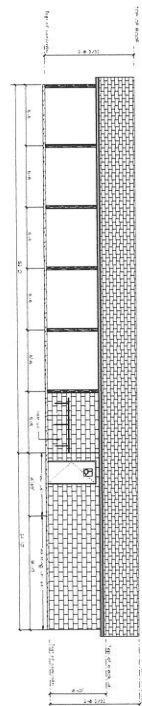
ROUGH-IN



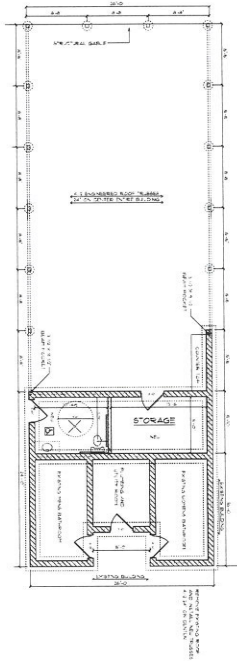
Sloan 10500 Seymour Ave, Franklin Park, IL 60131
Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com



REAR ELEVATION
SCALE 1/8" = 1'-0"

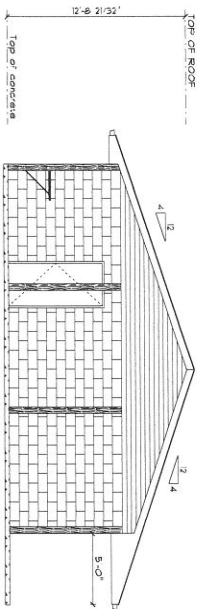
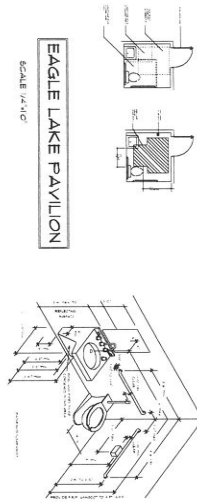


FRONT ELEVATION
SCALE 1/8" = 1'-0"



EAGLE LAKE PAVILION
SCALE 1/4" = 1'-0"

MAIN FLOOR
SCALE 1/8" = 1'-0"



LEFT ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"

180

From: [Jonathan Nelsen](#)
To: [Jennifer Bromeland](#); [Jason Graham](#)
Cc: [Andrew Hartman](#); [Brian Sarff](#)
Subject: RE: Eagle Lake Park Shelter
Date: Tuesday, May 9, 2023 2:47:15 PM
Attachments: [image001.png](#)

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

Hi Jennifer,

I spoke with Jason Graham who I've CC'd on this message regarding the structural review. Jason will be stepping in for David Stark, who has moved on from Bolton & Menk. We both agree that it makes the most sense to select a company to work with and then we can provide structural review to that plan set, instead of doing 2 separate reviews.

Let us know if you have any questions on this, or need any further information.

Thanks,

Jonathan D Nelsen, PLA

He/Him/His

Bolton & Menk, Inc.

Phone: 952-890-0509 ext. 2975

Mobile: 608-692-0331

Email: jonathanne@bolton-menk.com

From: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Sent: Tuesday, May 9, 2023 1:21 PM
To: Jonathan Nelsen <Jonathan.Nelsen@bolton-menk.com>; David Stark <David.Stark@bolton-menk.com>
Cc: Andrew Hartman <ahartman@eaglelakemn.com>; Brian Sarff <Brian.Sarff@bolton-menk.com>
Subject: Eagle Lake Park Shelter

Good Afternoon,

We finally received all of the pricing today. Attached is pricing from two different contracts – JR Murilla Construction and Jon Schabert Construction. We have a Park Board meeting on Thursday. Is the next step for the Park Board to select a proposal and then we send to Bolton and Menk to complete a structural engineering review? Will additional plans be needed to complete the structural engineering review or is what is attached enough? Also, do you think we need to have a review done by your team now of both proposals to determine which is best before selecting a contractor?

I'm available for a phone call until about 3:00 p.m. today if it works better to talk it over.

and understood that if a small basketball court would be developed, that they would be responsible for fundraising and that the City would not cover the costs.

- Park Board and City Council Member Rohrich explained that she has not been involved in spearheading this request, but that she did submit her opinion about this proposed basketball court as a resident.
- Park Board discussion included that they did not feel there was an appropriate enough space to install a basketball hoop and slab and asked staff to contact the person who initiated this request to let them know.

3. Park Shelter Pricing and Next Steps

- Administrator Bromeland stated that Public Works Director Andrew Hartman is taking the lead on this project.
- Public Works Director stated the bids from J.R. Murilla and Schabert were very comparable and that there were no concerns with either bid. It was noted that the bid from J.R. Murilla had a disclaimer that the fees for the building permit were not included and that Schabert's bid included connecting the plumbing.
- The exact review fees from Bolton and Menk for an in-depth review is not available but it is anticipated this review may cost approximately \$5,000 and will be paid for out of parks professional services.
- Park Board discussion included if the addition of the pavilion and ADA bathroom will trigger updates to the existing bathroom facility. City staff will research this.
- Administrator Bromeland stated she will bring to the City Council for consideration the ability of staff to apply for grants and other funding sources to assist with the cost of this project.
- Chair Jeremy Horkey moved, seconded by Don Wesely, to move forward with the bid from J.R. Murilla Construction totaling \$129,200 for the pavilion at Lake Eagle Park. The motion carried.

4. Vandalism at Park-Porta Toilet Damage

- Administrator Bromeland explained that Bruender Construction has informed City staff that the ADA porta toilet at the park next to the rink has been vandalized. The roof on the unit is caved in and will need to be repaired. The cost of the repairs is unknown at this time. In addition to the roof being caved in, Bruender Construction reported that someone is smearing feces on the walls of the inside of the unit and that it has been going on for weeks and not considered part of their normal maintenance on the unit as part of the rental. The City was first notified of these issues on May 8th and the police department is aware of recent activity and has been asked to monitor this area more closely.
- Park Board discussed exploring the possibility of adding security cameras in the park and options available. The Park Board asked if it would be possible to have more of a police presence in the park which could include foot and/or bicycle patrol.

5. 3 on 3 Basketball and Street Hockey – Don Wesley.

- Don Wesely stated he would like to wait until after July 4th to start the 3 on 3 programming and that based on survey results he will hold events one weekday and a couple of evenings a week and that each event will be open to all youth.
- Adult volunteers are needed to supervise events.
- Staff will promote this programming once promotional materials are received.

6. Annual Sunflower Contest

- Administrator Bromeland stated a resident has contacted the city about the sunflower contest




June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Pricing for Portable Toilet Rental

Attached is proposed pricing for the portable toilet rental at the park. City staff was able to negotiate a lower rate than what the city is currently being charged so long as a multi-year agreement is entered into.

Discussion should ensue.

A motion is needed to approve entering into a two-year agreement with Bruender Construction for portable toilets as needed at the park and for special events.


Jennifer J. Bromeland
City Administrator

J.R. Bruender Construction, Inc.
 60318 206th St
 Eagle Lake, MN 56024



Phone # 507-257-3238
 Fax # 507-257-3002

BID for Portable Toilet Rental

DATE	Est. #
3/3/2023	12720

TO:
 City of Eagle Lake
 PO Box 159
 Eagle Lake MN 56024

DESCRIPTION	PROJECT	
	POJ Park/Skating Rink	
	QTY	TOTAL
3/2023 - 4/2025 Two-year agreement for the Standard unit at \$115.00 and the ADA Handicap units at \$185.00 per month. Billing cycle invoicing monthly, on the 1st and due by the 10th. Prices effective as of March 1st, 2023.		
Port-O-John Rent & Service	1	115.00
Port-O-John Handicap Unit Rent & Service	1	185.00
Port-O-John Delivery & Pickup Charge (per units) wave \$25 fee per order		25.00

RENTAL AGREEMENT: By renting a Port-O-John (portable toilet or sink) or a Port-O-Stor (portable storage unit) from J R Bruender Construction Inc, as the renter, you agree to be responsible for the theft, vandalism, or damage of any kind (including wind). In the event of any accident resulting in property damage or bodily injury arising from the use of the rental unit(s) while it is in the renter's possession, the renter hereby expressly agrees to assume responsibility for himself, his employees, agents, sub-contractors, and assigns negligence and agrees to indemnify, defend and hold J R Bruender Construction Inc DBA: Port-O-John & Port-O-Stor, the owner, harmless from any claim or action arising there from, including any costs and attorney fees incurred in connection there with.

officemanager@jrbruender.com

www.jrbruender.com

SUBTOTAL \$325.00

SALES TAX (7.375%) \$0.00

TOTAL \$325.00

**TERMS: Due in full prior to delivery.
 Sign and return BID to get delivery scheduled
 per date requested.**

SIGNATURE _____

DATE _____

**PLEASE SIGN AND RETURN ONE COPY TO US UPON ACCEPTANCE.
 THIS BID MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS**

184




June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Schedule Public Hearing to Amend Chapter 18 of City Code

Following a review of Chapter 18 of City Code, City staff recommends that a public hearing be scheduled to make the amendments as noted in the attached copy.

We will review the proposed changes in more detail at the meeting.

A motion is needed to schedule a public hearing for the July 10th meeting for the purpose of amending Chapter 18.


Jennifer J. Bromeland
City Administrator

CHAPTER 18

STORM WATER DRAINAGE UTILITY

- Section 18.010 Storm Water Drainage Utility
- Section 18.020 Stormwater Management
- Section 18.030 Stormwater Illicit Discharge and Connection
- Section 18.040 Animal and Pet Waste
- Section 18.050 Salt and De-icing Material Storage

SECTION 18.010 STORM WATER DRAINAGE UTILITY

Subd. 1. Establishment. There is hereby established a public utility which shall be known as the Storm Water Drainage Utility in and for the City of Eagle Lake. The storm sewer water drainage utility shall be operated as a public utility pursuant to the City Code and applicable statutes. The revenues there from shall be derived subject to provisions if this section and Chapter 444, Minnesota Statutes.

Subd. 2. Fixed Fees and Charges. Storm water drainage shall be established as follows:

- A. A residential unit surcharge shall be considered one metered unit.
- B. A duplex unit surcharge shall be considered two meter units.
- C. The storm water drainage utility rate shall be established by Resolution of the Eagle Lake City Council included in the City Fee Schedule.
- D. Each water/sewer connection will be considered a storm water connection.
- E. Each mobile home/ lot is considered a residential unit.

Subd. 3. Penalty for Late Payment. A penalty charge of past due amount will be added for each month or part thereof that a storm water drainage utility surcharge remains unpaid. The fee will be included in the "City Fee Schedule".

Subd. 4. Past Due. Any consumer who has an unpaid utility bill at the end of the day on the 25th of each month shall be considered past due. All past due accounts shall have applied the late fee amount that is set by resolution by the City Council from time to time. All past due accounts shall be sent a past due reminder indicating the amount past due with the late fee charge applied.

Late fees for utility bills shall be the greater of \$5.00 or 5% of the outstanding utility bill balance. (October 6, 2014)

Subd. 5. Delinquent. Accounts 30 days or more past due shall be considered delinquent and shall receive a disconnection of water service notice, sent by both regular and certified United States Postal Service mail, allowing them 14 days to pay in full. If accounts are not paid in full within the 14 days, water service will be disconnected, and a reconnection fee will be imposed. Water service will not be reconnected until account is paid in full including the reconnection fee which will be determined by the "Fee Schedule" adopted by resolution of the City Council.

Subd. 6. Assessment. On or before October 1 of each year, any utility billing which includes water, sewer, refuse, and storm water drainage not paid within the time limits above specified timeline may have service discontinued to the dwelling. The City Council may then assess such charges against property benefited as a special assessment, pursuant to the provisions of Minnesota Statutes, Chapter 429, for certification to the County Auditor and collection together with current property taxes for the following year.

Subd 7. Dishonored Checks and Payments. A service charge, not to exceed \$30.00, will be imposed immediately on any dishonored check by the payee of holder of the check or rejected Automated Clearing House (ACH) transactions by the payee of holder of the check or account, regardless of mailing a notice of dishonor.

Dishonored check holders will be notified by regular United States Postal Service mail of the dishonored check or rejected Automated Clearing House (ACH) transactions. If the dishonored check or payment is not paid within 30 days after mailing of notice of dishonor, additional penalties may be imposed. This can be as much as the amount of the check plus a civil penalty up to \$100.00 or the value of the check, whichever is greater. If a dishonored check or payment is issued to bring an account current following a notice of disconnection of service, water service shall be disconnected immediately, without prior notice.

The service charge and reconnection charge, plus the balance on the account shall be required to be paid in full, by cashier's check, money order, or cash payment prior to reconnecting service. If a resident issues two (2) dishonored checks or two (2) rejected Automated Clearing House (ACH) transactions within a six (6) month period, all future utility bills must be paid in cash or by cashier's check or money order. Re-establishing the use of checks or Automated Clearing House (ACH) transactions will be determined by the City Administrator.

SECTION 18.020 STORMWATER MANAGEMENT

(July 11, 2022)

Section 18.0201 Statutory authorization.

This chapter is adopted pursuant to the authorization and policies contained in M.S.A. Chapter 462 and Minnesota Rules Parts 7090. This chapter is intended to meet the construction site erosion and sediment control and post-construction stormwater management regulatory requirements authorized by Minnesota Permit MNR040000, the Small Municipal Separate Storm Sewer Systems General Permit.

Section 18.0202 Findings.

The city hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion, areas containing restrictive soils, and uncontrolled stormwater and construction site erosion from land disturbing activities and

land development adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the city to provide adequate water, sewage, flood control, and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage.

Section 18.0203 Purpose.

The purpose of this chapter is to promote, preserve, and enhance the natural resources within the city and to protect them from adverse effects caused by poorly sited or planned development, or incompatible activities by regulating land-disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and unique and environmentally sensitive land. The regulations in this chapter minimize conflicts and encourage compatibility between land-disturbing and development activities, and water quality and environmentally sensitive lands. The regulations in this chapter require detailed review standards and procedures for land-disturbing or development activities proposed for such areas. The regulations thereby achieve a balance between urban growth and development and protection of water quality and natural areas. Specific purposes of this chapter are to establish performance standards that will:

- (1) Assist in meeting NPDES/SDS municipal separate storm sewer system (MS4) and construction stormwater general permit requirements.
- (2) Assist in meeting total maximum daily load (TMDL) plan waste load allocations for impaired waters through quantification of load reductions.
- (3) Protect life and property from dangers associated with flooding.
- (4) Protect public and private property and natural resources from damage resulting from stormwater runoff and erosion.
- (5) Ensure site design minimizes the generation of stormwater and maximizes pervious areas for stormwater treatment.
- (6) Provide a single, consistent set of performance goals that apply to all developments.
- (7) Protect water quality from pollutant loadings of sediment, suspended solids, nutrients, heavy metals, toxics, debris, bacteria, pathogens, biological impairments, thermal stress, and other pollutants.
- (8) Promote infiltration and groundwater recharge.
- (9) Provide vegetated corridors (buffers) to protect water resources from development.
- (10) Protect functional values of all types of natural waterbodies (e.g., rivers, streams, wetlands, lakes, seasonal ponds).
- (11) Sustain or enhance biodiversity (native plant and animal habitat) and support riparian ecosystems.

Section 18.0204 Definitions.

For the purpose of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings stated below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

Applicant: any person or owner of land who wishes to obtain a building permit, zoning, subdivision, stormwater, or erosion and sediment control permit approval.

Best management practices (BMPs): the most effective and practicable means of erosion prevention and sediment control, and water quality management practices that are the most effective and practicable means to control, prevent, and minimize degradation of surface water, including avoidance of impacts, construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, pollution prevention through good housekeeping, and other management practices published by state or designated area-wide planning agencies.

Better site design: the control and management of stormwater quantity and quality through the application of better site design techniques as outlined in the current version of the Minnesota Stormwater Manual. Better site design includes preservation of natural areas, site reforestation, stream and shoreland buffers, open space design, disconnection of impervious cover, rooftop disconnection, grass channels, stormwater landscaping, compost and amended soils, impervious surface reduction, and trout stream protection.

Common plan of development or sale: a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan and one activity is contingent on the other activity. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur.

Control measure: a practice or combination of practices to control erosion and attendant pollution.

Construction activity: construction activity as defined in 40 CFR 122.26(b)(14)(x) and small construction activity as defined in 40 CFR 122.26(b)(15) and construction activity as defined by Minn. Rules 7090.0080 subp. 4. This includes a disturbance to the land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling, and excavating. Construction activity includes the disturbance of less than one acre of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb one acre or more. Construction activity does not include a disturbance to the land of less than five acres for the purpose of routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

Development, new: any development that results in the conversion of land that is currently prairie, agriculture, forest, or meadow and has less than 15 percent impervious surface. Land that was previously developed, but now razed and vacant, will not be considered new development.

Detention facility: a permanent natural or manmade structure, including wetlands, for the temporary storage of runoff which contains a permanent pool of water.

Dewatering: the removal of surface or ground water to dry and/or solidify a construction site to enable construction activity. Dewatering may require a Minnesota Department of Natural Resources (DNR) water appropriation permit, and if dewatering water is contaminated, discharge of such water may require an individual MPCA NPDES/SDS permit.

Energy dissipation: methods employed at pipe outlets to prevent erosion caused by the rapid discharge of water scouring soils. Examples include, but are not limited to concrete aprons, riprap, splash pads, and gabions that are designed to prevent erosion.

Erosion and sediment control plan: a plan for projects that result in land disturbance of equal to or greater than one (1) acre or if a project is part of a common plan of development or sale that ultimately will disturb greater than one (1) acre. The plan identifies erosion prevention and sediment control practices, location and timelines for installation that conform to the current requirements of NPDES/SDS Construction Stormwater General Permit. The plan also includes responsible parties and timelines for inspection and maintenance.

Erosion prevention: measures employed to prevent erosion. Examples include but not limited to soil stabilization practices, limited grading, mulch, temporary erosion protection or permanent cover, and construction phasing.

Floodplain: the areas adjoining a watercourse or water basin that have been or may be covered by a regional flood.

Floodway: the channel of the watercourse, the bed of water basins, and those portions of the adjoining floodplains that are reasonably required to carry and discharge floodwater and provide water storage during a regional flood.

Fully reconstructed impervious surface: areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and pavement rehabilitation projects that do not alter underlying soil material beneath the structure, pavement, or activity are not considered fully reconstructed impervious surfaces. Reusing the entire existing building foundation and re-roofing of an existing building are not considered fully reconstructed.

General contractor: the party who signs the construction contract with the owner or operator to construct the project described in the final plans and specifications. Where the construction project involves more than one contractor, the general contractor could be the party responsible for managing the project on behalf of the owner or operator. In some cases, the owner or operator may be the general contractor. In these cases, the owner may contract an individual as the operator who would become the co-permittee.

Green infrastructure: a wide array of practices at multiple scales that manage wet weather and that maintains or restores natural hydrology by infiltrating, evapotranspiring, or harvesting and using stormwater. On a regional scale, green infrastructure is the preservation or restoration of natural landscape features, such as forests, floodplains and wetlands, couples with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On a local scale, green infrastructure consists of site and neighborhood-specific practices, such as bioretention, trees, green roofs, permeable pavements and cisterns.

Hydric soils: soils that are saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part.

Hydrophytic vegetation: macrophytic plant life growing in water, soil or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.

Impervious surface: a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

Land disturbance: any activity that results in a change or alteration in the existing ground cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, stockpiling, excavation, and borrow pits. Routine vegetation management, and mill and overlay/resurfacing activities that do not alter the soil material beneath the pavement base, are not considered land disturbance. In addition, other maintenance activities such as catch basin and pipe repair/replacement, lighting, and pedestrian ramp improvements shall not be considered land disturbance for the purposes of determining permanent stormwater management requirements.

Linear project: construction or reconstruction of roads, trails, sidewalks, and rail lines that are not part of a common plan of development or sale. Mill, overlay and other resurfacing projects are not considered to be reconstruction.

Major subdivision: all subdivisions not classified as minor subdivisions, including, but not limited to, subdivisions of four or more lots, or any size subdivision requiring any new street or extension of the local government facilities, or the creation of any public improvements.

MIDS: the stormwater minimal impact design standards (MIDS), based on low impact development (LID)—an approach to storm water management that mimics a site's natural hydrology as the landscape is developed. MIDS represents the next generation of stormwater management and contains three main elements that address current challenges: (1) a higher clean water performance goal, (2) new modeling methods and credit calculations, and (3) a credits system and model ordinance package.

Minor subdivision: any subdivision containing not more than three lots fronting on an existing street, not involving any new street or road, or the extension of municipal facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provisions or portion of the comprehensive plan, official map, zoning ordinance, or the subdivision ordinance.

National pollutant discharge elimination system (NPDES): the program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and 33 CFR §§ 1317, 1328, 1342, and 1345.

Normal wetted perimeter: the area of a conveyance, such as a ditch, channel, or pipe that is in contact with water during flow events that are expected to occur from a two-year 24-hour storm event.

Notice of termination: notice to terminate coverage under this permit after construction is complete, the site has undergone final stabilization, and maintenance agreements for all

permanent facilities have been established, in accordance with all applicable conditions of this permit.

Operator: the person designated by the owner, who has day to day operational control and/or the ability to modify project plans and specifications related to the stormwater pollution prevention plan (SWPPP). The operator must be named on the permit as the permittee.

Owner: the person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease, easement, or mineral rights license holder, the party or individual identified as the lease, easement, or mineral rights license holder; or the contracting government agency responsible for the construction activity.

Permanent cover: surface types that will prevent soil failure under erosive conditions. Examples include: gravel, asphalt, concrete, rip rap, roof tops, perennial cover, or other landscaped material that will permanently arrest soil erosion. A uniform perennial vegetative cover (e.g., evenly distributed, without large bare areas) with a density of 70% of the native background vegetative cover for the area must be established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures. Permanent cover does not include the practices listed under temporary erosion protection.

Permittee: a person or persons, firm, or governmental agency or other entity that signs the application submitted to the MPCA and is responsible for compliance with the terms and conditions of the construction permit.

Person: any individual, firm, corporation, partnership, franchisee, association, or governmental entity.

Public waters: all water basins and watercourses of the state as defined in M.S.A. § 103G.005 subd. 15.

Redevelopment: any development that is not considered new development.

Regional flood: a flood that is representative of large floods known to have occurred generally in the state and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of a 100-year recurrence interval.

Resubdivision: a change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Retain: manage stormwater on site using a low-impact development approach so that the rate and volume of predevelopment stormwater reaching receiving waters is unchanged.

Retention facility: a permanent natural or manmade structure that provides for the storage of stormwater runoff by means of a permanent pool of water.

Saturated soil: the highest seasonal elevation in the soil that is in a reduced chemical state because of soil voids being filled with water. Saturated soil is evidenced by the presence of redoximorphic features or other information.

Sediment: solid matter carried by water, sewage, and/or other liquids.

Sediment control: methods employed to prevent sediment from leaving the site. Sediment control practices include: silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, bio rolls, rock logs, compost logs, storm drain inlet protection, and temporary or permanent sedimentation basins.

Small construction activity: small construction activity as defined in 40 CFR 122.26(b)(15). Small construction activities include clearing, grading and excavating that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres.

Stabilized: exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, erosion control blanket, mats or other material that prevents erosion from occurring. Grass, agricultural crop or other seeding alone is not stabilization. Mulch materials must achieve approximately 90 percent ground coverage (typically two ton/acre).

Standard plates: general drawings showing a common or repeated construction activity or practice.

Stormwater: precipitation runoff, stormwater runoff, snowmelt runoff, and any other surface runoff and drainage (as defined in Minn. Rules 7077.0105 subp. 41(b)).

Stormwater pollution prevention plan (SWPPP): a plan for stormwater discharge that includes erosion prevention BMPs, sediment control BMPs and permanent stormwater management systems that, when implemented, will decrease soil erosion on a parcel of land and decrease off-site nonpoint pollution.

Structure: anything manufactured, constructed, or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

Subdivision: the division of a parcel of land into two or more lots or parcels, for the purpose of transfer of ownership or building development. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Surface water or waters: all streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, and irrigation systems whether natural or artificial, public or private, except that surface waters do not include treatment basins or ponds that were constructed from upland.

Temporary erosion protection: methods employed to prevent erosion during construction activities. Examples of temporary erosion protection include; straw, wood fiber blanket, wood chips, vegetation, mulch and rolled erosion control products.

Underground waters (groundwater): water contained below the surface of the earth in the saturated zone including, without limitation, all waters whether under confined, unconfined, or perched conditions, in near surface unconsolidated sediment or regolith, or in rock formations deeper underground. The term groundwater shall be synonymous with underground water.

Waters of the state: all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are

contained within, flow through, or border upon the state or any portion thereof (as defined in M.S.A. § 115.01 subd. 22).

Wetland or wetlands: all areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions (as defined in Minn. Rules 7050.0130 subp. F). Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. For purposes of this definition, wetlands must have the following attributes:

- (1) Have a predominance of hydric soils;
- (2) Are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions;
- (3) Under normal circumstances support a prevalence of such vegetation. Section 18.0205 Scope and effect.

Section 18.0205 Scope and effect.

(a) Applicability.

- (1) All land disturbance activities are subject to this subchapter unless otherwise exempted by section 18.0205 (b). An erosion and sediment control permit shall be required prior to any proposed land disturbing activity that meets any criteria of 18.0208(g)(2).
- (2) No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the stormwater management plan or a waiver of the approval requirements has been obtained in strict conformance with the provisions of this subchapter, or the activity is exempted by section 18.0205(b). An approved stormwater management permit shall be required to any proposed land development that meets any activity of 18.0208(h).

(b) Exemptions. The provisions of this chapter do not apply to:

- (1) Resubdivisions.
- (2) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- (3) Emergency work to protect life, limb, or property.
- (4) Nursery, home garden, and other agricultural practices such as tilling, planting, harvesting, and associated activities that are confined to private property and do not constitute an illicit discharge. Other agricultural activities are not exempt including activities such as construction of structures.
- (5) Silvicultural/forestry activity.

(c) Erosion and sediment control permit exemptions. Land disturbing activities which disturb less than 5,000 square feet and are also not part of a larger common plan of development which disturbs one acre or more are subject to conditions of this subchapter, but do not require an erosion and sediment control permit.

- (d) *Waiver.* The city council, upon recommendation of the planning commission, may waive any requirement of this chapter upon making a finding that compliance with the requirement will involve an unnecessary hardship and the waiver of such requirement will not adversely affect the standards and requirements set forth in section 18.0206. The city council may require as a condition of the waiver, such dedication or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements.

Section 18.0206 Plan approval procedures.

- (a) *Pre-application meeting.* At the discretion of the zoning administrator, the city may facilitate a pre-application meeting with the applicant, city staff (or their authorized representative), and staff of relevant partner agencies (e.g., Blue Earth SWCD, MNDNR, etc.). The purposes of the meeting are to understand the general parameters of the proposed project and to convey the requirements of meeting the provisions of the ordinance.
- (b) *Application.* A written application for stormwater management plan approval, along with the proposed stormwater management plan, shall be filed with the zoning administrator and shall include a statement indicating the grounds upon which the approval is requested, that the proposed use is permitted by right or as an exception in the underlying zoning district, and adequate evidence showing that the proposed use will conform to the standards set forth in this chapter. Prior to applying for approval of a stormwater management plan, an applicant may have the stormwater management plans reviewed by the appropriate departments of the city.

Two sets of clearly legible blue or black lined copies of drawings and required information shall be submitted to the zoning administrator and shall be accompanied by a receipt from the city administrator evidencing the payment of all required fees for processing and approval as set forth in section 18.0207(e), and a bond when required by section 18.0207(d) in the amount to be calculated in accordance with that section. Drawings shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum, the scale shall be one inch equals 100 feet.

The city shall make a determination regarding the completeness of a permit application and notify the applicant in writing if the application is not complete including the reasons the application was deemed incomplete.

- (c) *Plan.* The minimum information requirements of the application shall be consistent with the requirements in the most recent version of the NPDES/SDS construction stormwater general permit. The application information must also include permanent treatment information showing the proposed project treats the water quality volume performance standards identified in section 18.0208. The stormwater management plan shall contain the following information:
 - (1) *Existing site map.* A map of existing site conditions showing the site and immediately adjacent areas, including:
 - a. The name and address of the applicant, the section, township and range, north point, date and scale of drawing and number of sheets;

- b. Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions, towns and districts or other landmarks;
 - c. Existing topography with a contour interval appropriate to the topography of the land, but in no case having a contour interval greater than two feet;
 - d. A delineation of all streams, rivers, public waters and wetlands located on and immediately adjacent to the site, including depth of water, a description of all vegetation which may be found in the water, a statement of general water quality and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;
 - e. Location and dimensions of existing stormwater drainage systems and natural drainage patterns on and immediately adjacent to the site delineating in which direction and what rate stormwater is conveyed from the site, identifying the receiving stream, river, public water, or wetland, and setting forth those areas of the unaltered site where stormwater collects;
 - f. A description of the soils of the site, including a map indicating soil types of areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed and describing any remedial steps to be taken by the developer to render the soils suitable;
 - g. Vegetative cover and clearly delineating any vegetation proposed for removal; and
 - h. 100-year floodplains and floodways.
- (2) *Site construction plan.* A site construction plan, including:
- a. Locations and dimensions of all proposed land-disturbing activities and any phasing of those activities;
 - b. Locations and dimensions of all construction site erosion control measures necessary to meeting the requirements of this chapter;
 - c. Schedule of anticipated starting and completion date of each land-disturbing activity, including the installation of construction site erosion control measures needed to meet the requirements of this chapter; and
 - d. Provisions for maintenance of the construction site erosion control measures during construction.
- (3) *Plan of final site conditions.* A plan of final site conditions on the same scale as the existing site map showing the site changes, including:
- a. Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;

- b. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials which will be added to the site as part of the development;
- c. A drainage plan of the developed site delineating in which direction and at what rate stormwater will be conveyed from the site and setting forth the areas of the site where stormwater will be allowed to collect;
- d. The proposed size, alignment, and intended use of any structures to be erected on the site;
- e. A clear delineation and tabulation of all new and fully reconstructed impervious surface areas; and
- f. Any other information pertinent to the particular project which in the opinion of the applicant is necessary for the review of the project.

Section 18.0207 Plan review procedure.

- (a) *Process.* Stormwater management plans meeting the requirements of section 18.0206 shall be submitted by the ~~developer to the zoning administrator and transmitted to the city engineer to the planning commission~~ for review in accordance with the standards of section 18.0208. ~~The commission city engineer shall recommend approval, recommend approval with conditions, or recommend denial of the stormwater management plan. Following planning commission action, the stormwater management plan shall be submitted to the city council at its next available meeting. City council action on the stormwater management plan must be accomplished within 120 days following the date the application for approval is filed with the zoning administrator.~~
- (b) *Duration.* Approval of a plan submitted under the provisions of this chapter shall expire one year after the date of approval unless construction has commenced in accordance with the plan. However, if, prior to the expiration of the approval, the applicant makes a written request to the zoning administrator for an extension of time to commence construction setting forth the reasons for the requested extension, the zoning administrator may grant one extension of not greater than one single year. Receipt of any request for an extension shall be acknowledged by the zoning administrator within 15 days. The zoning administrator shall make a decision on the extension within 30 days of receipt. Any plan may be revised in the same manner as originally approved.
- (c) *Conditions.* A stormwater management plan may be approved subject to compliance with conditions reasonable and necessary to ensure that the requirements contained in this chapter are met. Such conditions may, among other matters, limit the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, stage the work over time, require alteration of the site design to insure buffering, and require the conveyance to the city or other public entity of certain lands or interests therein.
- (d) *Performance bond or letter of credit.* Prior to approval of any stormwater management plan, the applicant shall ~~submit an enter into a developers agreement with the city~~ to construct such required physical improvements, to dedicate property or easements, or to comply with such conditions as may have been agreed to. Such agreement shall be accompanied by a performance bond or letter of credit to

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cover the amount of the established cost of complying with the agreement. The city council will determine whether a performance bond or a letter of credit will be used to cover costs of complying with the agreement. The agreement and bond or letter of credit shall guarantee completion and compliance with conditions within a specific time, which time may be extended in accordance with subsection (b). The adequacy, conditions and acceptability of any agreement, performance bond or letter of credit shall be determined by the city council or any official of the city as may be designated by resolution of the city council.

- (e) *Fees.* All applications for stormwater management plan approval shall be accompanied by a processing and approval fee according to the City's current fee schedule. All applications that cause the city to expend funds for the payment of city staff or city consultants shall reimburse the city for the actual city staff costs and consultant fees expended by the city in connection with such application.
- (f) *Modification of permitted plans.* The applicant must amend an approved ESC plan or SWPPP to include additional requirements such as additional or modified BMPs designed to correct problems whenever:
 - (1) There is a change in design, construction, operation, maintenance, weather, or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground water.
 - (2) Inspections or investigations by site operators, local, state, or federal officials indicate the plans are not effective in eliminating or significantly minimizing the discharge of pollutants to surface water or underground water or that the discharges are causing water quality standard exceedances.
 - (3) The plan is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with construction activity.
- (g) *Permit completion.* Before work under the permit is deemed complete, the permittee must submit as-builts with associated georeferenced CAD or industry standard hydrologic and hydraulic model, a long-term maintenance plan and agreement and information demonstrating that the stormwater facilities conform to design specifications.

Section 18.0208 Approval standards.

- (a) *Application review.* The applicant shall not commence any construction activity subject to this chapter until a permit has been authorized by the city.
- (b) *Permit authorization.* If the city determines that the application meets the requirements of this chapter, the city may issue approval authorizing the project or activity. The approval shall be valid for one year.
- (c) *Permit denial.* If the city determines the application does not meet the requirements of this chapter, the application must be denied. If the application is denied, the applicant will be notified of the denial in writing including reasons for the denial. Once denied, a new application must be resubmitted for approval before any activity may begin.
- (d) *Better site design.* Whenever possible, development projects shall be designed using the better site design techniques of the current version of the Minnesota Stormwater Manual.

(e) *MIDS calculator.* Final site design and choice of permanent stormwater volume reduction practices shall be based on outcomes of the MIDS calculator (or other model that shows the performance goal can be met) and shall meet the performance goals in section 18.0208(h)(3) of this chapter.

(f) *Buffer requirement.* Buffer locations and widths must comply with the State of Minnesota and Minnesota Pollution Control Agency standards.

(g) *Erosion and sediment control:*

(1) *Site design.* The following general criteria shall be incorporated in site design for erosion and sediment control:

- a. Minimize disturbance of natural soil cover and vegetation.
- b. Minimize, in area and duration, exposed soil and unstable soil conditions.
- c. Protect receiving water bodies, wetlands, and storm sewer inlets.
- d. Protect adjacent properties from sediment deposition.
- e. Minimize off-site sediment transport on trucks and equipment.
- f. Minimize work in and adjacent to waterbodies and wetlands.
- g. Maintain stable slopes.
- h. Avoid steep slopes and the need for high cuts and fills.
- i. Minimize disturbance to the surrounding soils, root systems and trunks of trees adjacent to site activity that are intended to be left standing.
- j. Minimize the compaction of site soils.

(2) *Erosion and sediment control plan.*

- a. Unless otherwise exempted by this chapter in section 18.0205(b) an erosion and sediment control plan shall be submitted and an erosion and sediment control permit shall be required prior to any proposed land disturbing activity that requires coverage under NPDES/SDS Construction Stormwater Permit MNR100001 or its successor or that meets any of the criteria in i through ii, immediately below:
 - i. Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
 - ii. A land disturbing activity, regardless of size, that the city determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set forth in this chapter.

(h) *Post Construction stormwater management.*

(1) *Site design.* The following general criteria shall be incorporated in site design for stormwater runoff to protect surface and ground water and other natural resources by maintaining pre-development hydrological conditions:

- a. Reduce impacts on water.

- b. Protect soils.
- c. Preserve vegetation.
- d. Decrease runoff volume.
- e. Decrease erosion and sedimentation.
- f. Decrease flow frequency, duration, and peak runoff rates.
- g. Increase infiltration (groundwater recharge).
- h. Maintain existing flow patterns.
- i. Reduce peak flows.
- j. Store stormwater runoff on-site.
- k. Avoid channel erosion.

(2) *Stormwater management permit.*

- a. Unless otherwise exempted by section 18.0205(b), an approved stormwater management permit shall be required prior to any proposed land development activity that requires coverage under NPDES/SDS Construction Stormwater Permit MNR100001 or its successor or that meets any of the criteria in i through ii, immediately below. All stormwater management permits shall include an erosion and sediment control plan or a stormwater pollution prevention plan (SWPPP).
 - i. Any project requiring a variance from the current local impervious surface zoning requirements for the property.
 - ii. Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property.

(3) *Stormwater volume reduction performance standards.*

- a. Any applicant for a stormwater management permit as defined in section 18.0208(h)(2), of this article must meet the following performance goals:
 - i. *New development volume control.* For new, nonlinear developments on sites where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres, stormwater runoff volumes will be controlled and the post-construction runoff volume shall be retained on site for 1.0 inches of runoff from all impervious surfaces on the site.
 - ii. *Redevelopment volume control.* For nonlinear redevelopment projects on sites where the sum of the new and existing impervious surface equals one or more acres, the stormwater runoff volumes will be controlled, and the post-construction runoff volume shall be retained on site for 1.0 inches of runoff from all impervious surfaces on the site.
 - iii. *Linear development volume control.* Linear projects on sites where the sum of the new and existing impervious surface equals one or more acres, the

stormwater runoff volumes will be controlled, and the post-construction site shall capture and retain the larger of the following:

- a) 0.50 inches of runoff from the new and fully reconstructed impervious surfaces on the site;
 - b) 1.0 inches of runoff from the net increase in impervious area on the site;
 - c) Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4.
- b. Prioritization of treatment BMPs must take the following guidance into account:
- i. Volume reduction practices must be considered first and shall include infiltration, reuse and rainwater harvesting, and canopy interception and evapotranspiration and/or additional techniques included in the MIDS calculator and the Minnesota Stormwater Manual.
 - ii. Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs. Factors that prohibit the selection of infiltration BMPs are specified in the MPCA's "contamination screening checklist" on the Minnesota Stormwater Manual website and generally include:
 - a) Systems that would receive discharges of vehicle fueling and maintenance areas
 - b) Karst geology.
 - c) Shallow bedrock.
 - d) High groundwater.
 - e) Hotspots or contaminated soils.
 - f) Drinking water source management areas or within 200 feet of drinking water well.
 - g) Zoning, setbacks, or other land use requirements.
 - h) Poor soils (infiltration rates that are too low or too high, problematic urban soils).
 - iii. Applicants shall attempt to comply fully with the appropriate performance standards and prioritization of treatment BMPs described above. Alternatives considered and presented shall examine the merits of relocating project elements to address varying soil conditions and other constraints across the site. If full compliance is not possible due to any of the factors listed above, the applicant must document the reason. If site constraints or restrictions limit the full treatment goal, the following treatment alternative shall be used.

Off-site treatment. Mitigation equivalent to the original performance goal for new development, linear development, or redevelopment, as described above in this section, (including banking or cash) can be performed off-site to protect the receiving water body. Owners of the construction activity shall identify locations where off-site treatment projects can be completed. Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity. Any requirements related to off-site treatment will be outlined in a developers agreement. Off-site treatment shall be achieved in areas selected in the following order of preference:

- a) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.
- b) Locations within the same department of natural resource (DNR) catchment area (Hydrologic Unit 08) as the original construction activity.
- c) Locations within the next adjacent DNR catchment area upstream.
- d) Locations anywhere within the city's jurisdiction.

iv. *Stormwater management rate control.* For new development, redevelopment, and linear development sites the site design shall provide on-site treatment during construction and post-construction to ensure no increase in offsite peak discharge for the one-year, two-year, ten-year, and 100-year, 24-hour storm events. For individual building lots not part of a common plan of development site rate control requirements do not apply.

(i) *Other design standards.*

- (1) *Minnesota Stormwater Manual.* All volume control for water quality and quantity and site design specifications shall conform to the current version of the Minnesota Stormwater Manual.
- (2) *NPDES/SDS construction stormwater general permit.* All volume control and water quality and quantity best management practice design specifications shall conform to the current version of the NPDES/SDS construction stormwater general permit.
- (3) *Site erosion and sediment control requirements.* All erosion and sediment control requirements shall conform to the current requirements of NPDES/SDS construction stormwater general permit.

(j) *Failure to meet standards.* Any stormwater management plan which fails to meet the standards contained in this section shall not be approved by the city council.

(k) *Site dewatering.* Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydro-cyclones, swirl concentrators or other controls that are appropriate. Water may not be discharged in a manner that causes erosion or flooding of the site, receiving channels or a wetland.

(l) *Construction site waste.*

- (1) *Waste and material disposal:* All waste, unused building material (including garbage debris, cleaning wastes, wastewater, toxic materials or hazardous materials), collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be properly contained on site and disposed of off site, not allowed to be carried by runoff into receiving channel or storage sewer system.
 - (2) *Hazardous materials:* Oil, gasoline, paint, and any hazardous substances must be properly stored, including secondary containment, to prevent spill, leaks, or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Concrete wash must be limited to a defined area of the site and runoff must be contained within the defined area. Storage of hazardous waste must be in compliance with MPCA regulations.
 - (3) *Liquid waste:* All non-stormwater discharges (concrete truck washout, vehicle washing, maintenance spills, etc.) conducted during the construction activity must comply with the newest version of the state NPDES permit.
 - (4) *Sanitary facilities:* Adequate on-site sanitary facilities shall be provided in convenient location(s) for all persons who work on the site.
- (m) *Design standards.* Stormwater detention facilities constructed in the city shall be designed according to the most current technology and design criteria outlined in the MPCA's Minnesota Stormwater Manual and be approved by the city engineer and shall contain, at a minimum, the following design factors:
- (1) A stormwater pond must have a permanent pool equal to or greater than 1,800 cubic feet of storage below the outlet pipe for each acre that drains to the basin.
 - (2) The basin's permanent volume must reach a depth of at least three feet and must have no depth greater than ten feet.
 - (3) A permanent pool length-to-width ratio of 3:1 or greater.
 - (4) A minimum protective shelf extending ten feet into the permanent pool with a slope of 10:1, beyond which slopes should not exceed 2:1.
 - (5) A buffer of unmowed natural vegetation surrounding the basin 100 year flood elevation.
 - (6) All stormwater detention facilities shall have a device to keep oil, grease, and other floatable material from moving downstream as a result of normal operations.
 - (7) All stormwater detention facilities must have pretreatment to remove coarse-grained particles.
 - (8) Where applicable, a minimum of 10 feet shall be provided on all sides of all publicly owned stormwater facilities for facility maintenance.
 - (9) All stormwater management facilities shall be preserved by dedication or perpetual easement, including maintenance access, to the City.
- (n) *Wetlands.*
- (1) Runoff shall not be discharged directly into wetlands without water quality treatment.

- (2) A buffer of natural vegetation shall surround all wetlands. The location and width of protective buffers shall comply with the standards of the Minnesota Pollution Control Agency, Board of Water and Soil Resources and the United States Army Corps of Engineers.
- (3) Wetlands must not be drained or filled, wholly or partially, unless in accordance with the Minnesota Pollution Control Agency, Board of Water and Soil Resources and the United States Army Corps of Engineers.
- (o) *Steep slopes.* Land-disturbing or development activities shall be allowed on slopes of 18 percent or more by the discretion of the city engineer.
- (p) *Catch basins.* All newly installed and rehabilitated catch basins shall be provided with a sump area for the collection of coarse-grained material. Such basins shall be cleaned when they are half-filled with material.
- (q) *Drain leaders.* All newly constructed and reconstructed buildings will route drain leaders to pervious areas wherein the runoff can be allowed to infiltrate. The flow rate of water exiting the leaders shall be controlled so no erosion occurs in the pervious areas.

Section 18.0209 Inspections.

- (a) *Inspections and record keeping.*
 - (1) *Applicant responsibilities.* The applicant is responsible for inspections and record keeping during and after construction for all privately-owned stormwater treatment practices on the site.
 - (2) *City inspections.* The city reserves the right to conduct inspections on a regular basis to ensure that both temporary and permanent stormwater management and erosion and sediment control measures are properly installed and maintained prior to construction, during construction, and at the completion of the project.
- (b) *Right of entry and inspection.*
 - (1) *Powers.* The issuance of a permit constitutes a right-of-entry for the city or its authorized representative to enter upon the construction site. Upon presentation of credentials, the applicant shall allow the city, or its authorized representatives, to:
 - a. Enter the permitted site for the purpose of obtaining information, examination of records, and conducting investigations or surveys;
 - b. Bring such equipment upon the permitted site as is necessary to conduct such surveys and investigations;
 - c. Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the permit;
 - d. Inspect the stormwater pollution control measures;
 - e. Sample and monitor any items or activities pertaining to stormwater pollution control measures;
 - f. Correct deficiencies in stormwater and erosion and sediment control measures.

- (c) *Fees.* Fees will be applied according to the City's current fee schedule.
- (d) *Long term inspection and maintenance of stormwater facilities.*
 - (1) *Private stormwater facilities.* It is the intent of the City of Eagle Lake to own all stormwater infrastructure. Only in the event of extraordinary circumstances will private facilities be permitted. Specific requirements regarding maintenance, access, and inspections will be outlined in a developers agreement. In all cases, stormwater infrastructure must meet the design, rate, and water quality standards outlined in this chapter.
 - a. *Maintenance plan required.* No private stormwater facilities may be approved unless a maintenance agreement is provided that defines who will conduct the maintenance, the type of maintenance necessary to ensure effective performance, and the maintenance intervals. All private stormwater facilities shall be inspected by the property owner and maintained in proper condition by the owner consistent with the performance goals for which they were originally designed.
 - b. *Facility access.* The applicant shall obtain all necessary easements or other property interests to allow access to the facilities for inspection or maintenance for both the responsible party and the City or authorized representative.
 - c. *Removal of settled materials.* All settled materials including settled solids, shall be removed from ponds, sumps, grit chambers, and other devices as necessary and disposed of in accordance with MPCA BMP sediment removal and disposal guidance.
 - d. *Inspections.* All stormwater facilities within the city shall be inspected by the property owner during construction, during the first year of operation, and at a frequency consistent with the maintenance plan. Inspection reports shall be provided to the city upon request.
 - (2) *Public stormwater facilities.*
 - a. *Acceptance of publicly owned facilities.* Before work under the permit is deemed complete; the permittee must submit as-builts and a maintenance plan demonstrating at the time of final stabilization that the stormwater facilities conform to design specifications. A final inspection shall be required before the city accepts ownership of the stormwater facilities.
 - b. *Maintenance.* The city shall perform maintenance of publicly owned stormwater facilities in accordance with their comprehensive stormwater management plan and other regulatory requirements.
- (e) *Easements.* If a stormwater management plan involves direction of some or all runoff off the site, it shall be the responsibility of the applicant to obtain from adjacent property owners any necessary easements or other property interests concerning flowage of water.

Section 18.0210 Enforcement.

- (a) *Notification of failure of the permit.* The city shall notify the permit holder of the failure of the permit's measures.
 - (1) *Initial contact.* The initial contact will be to the party or parties listed on the application and/or the stormwater management plan as contacts. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. Except during an emergency action, 48 hours after notification by the city or 72 hours after the failure of erosion and sediment control measures, whichever is

less, the city at its discretion, may begin corrective work. There are conditions when time is of the essence in controlling erosion. Where such conditions exist, the city may take immediate action, and then notify the applicant as soon as possible.

- (2) *Erosion off-site.* If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within 48 hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, may more than seven calendar days go by without corrective action being taken. If, in the discretion of the city, the permit holder does not repair the damage caused by the erosion, the city may do the remedial work required. When restoration to wetlands and other resources is required, the applicant shall be required to work with the appropriate agencies to ensure that the work is done properly.
 - (3) *Erosion into streets, wetlands, or water bodies.* If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, cleanup and repair shall be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
 - (4) *Failure to do corrective work.* When an applicant fails to conform to any provision of this ordinance within the time stipulated, the City may take the following actions:
 - a. Issue a stop work order.
 - b. Withhold the scheduling of inspections.
 - c. Withhold the issuance of a certificate of occupancy.
 - d. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
 - e. Correct the deficiency or hire a contractor to correct the deficiency.
 - i. The applicant shall reimburse the city for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not made within 30 days after costs are incurred by the city, payment shall be made from the applicant's financial securities as described in city's zoning ordinance.
 - ii. If there is an insufficient financial amount in the applicant's financial securities as required by the city's zoning ordinance, the City may assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of M.S.A. § 429.081 to challenge the amount or validity of assessment.
- (b) *Construction stop work orders.* The city reserves the right to issue construction stop work orders when cooperation with inspections is withheld, or when a violation of this ordinance is identified that requires immediate attention to protect human health and/or the environment.

- (c) *Other actions to ensure compliance.* The city can take any combination of the following actions in the event of a failure by applicant to meet the terms of this ordinance:
- (1) Withhold inspections or issuance of certificates or approvals.
 - (2) Revoke any permit issued by the city to the applicant.
 - (3) Conduct remedial or corrective action on the development site or adjacent site affected by the failure.
 - (4) Charge applicant for all costs associated with correcting the failure or remediating damage from the failure; if payment is not made within 30 days, payment will be made from the applicant's financial securities.
 - (5) Bring other actions against the applicant to recover costs of remediation or meeting the terms of this chapter.

Section 18.0211 Penalty.

- (a) Violation and misdemeanor. Every person or legal entity who violates a section, subdivision, paragraph, or provision of this chapter when they perform an act thereby prohibited or declared unlawful or fails to act when such failures thereby prohibited or declared unlawful, or performs an act prohibited or declared unlawful by a code adopted by reference in this chapter, and upon conviction thereof, shall be punished as a misdemeanor.
- (b) Each day that a separate violation exists shall constitute a separate offense.

SECTION 18.030 STORMWATER ILLICIT DISCHARGE AND CONNECTION

(07-02-2018)

Subd. 1. Purpose, Intent, and Applicability.

- A. Purpose/Intent: The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of the City of Eagle Lake through the regulation of non-storm water discharges to the stormwater system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.
- B. Applicability: This ordinance shall apply to all water entering the stormwater system generated on any developed or undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Subd. 2. Definitions. Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the same meaning as they have in common usage and to give this Chapter its most reasonable application. For the purpose of this Chapter, the words

"must" and "shall" are mandatory and not permissive. For the purposes of this ordinance, the following shall mean:

- A. Authorized Enforcement Agency: the City of Eagle Lake, Blue Earth County, State of Minnesota, or United States Environmental Protection Agency.
- B. Best Management Practices (BMPs): schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- C. City: any City of Eagle Lake official with authority such as but not limited to Administration, City Council, City Engineer (or designated staff), Law Enforcement and Public Works Officials.
- D. Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- E. Illegal or Illicit Discharge: Any direct or indirect non-storm water discharge to the stormwater system, MS4, or Waters of the State, except as exempted in Subd. 3.C of this ordinance.
- F. Illicit Connection(s): An illicit connection is defined as any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the stormwater system including, but not limited to, any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the stormwater system and any connections to the stormwater system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the stormwater system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
- G. Industrial Activity: Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).
- H. MPCA: The Minnesota Pollution Control Agency.
- I. Municipal Separate Storm Sewer System (MS4): A stormwater conveyance or unified stormwater conveyance system (including without limitation roads with drainage systems,

208

municipal streets, catch basins, stormwater detention facilities, curbs, gutters, ditches, natural or manmade channels or storm drains that are located within the corporate limits of Eagle Lake, Minnesota and are owned or operated by the City of Eagle Lake, Blue Earth County, State of Minnesota, or other public body.

- J. National Pollutant Discharge Elimination System (NPDES): the program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and United States Code of Federal Regulations Title 33, Sections 1317, 1328, 1342, and 1345.
- K. "Non-Storm Water Discharge" Any discharge to the stormwater system that is not composed entirely of storm water.
- L. Person or Discharger: means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and action as either the owner or as the owner's agent.
- M. Pollutant: Any man-made or man-induced alteration of the chemical, physical, biological, thermal and/or radiological integrity of any Waters of the State or the MS4, which has the potential to harm human life, aquatic life, terrestrial plant life and/or wildlife, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
- N. Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- O. Stormwater System: Public and Privately-owned facilities and systems by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
- P. Stormwater: Natural precipitation runoff, stormwater runoff, snow melt runoff, and any other surface runoff and drainage.
- Q. Stormwater Pollution Prevention Plan (SWPPP): A document(s) which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.
- R. Wastewater: Any water or other liquid waste, other than uncontaminated stormwater, that has been used, such as for washing, flushing, or in a manufacturing process, and so contains waste products, discharged from a facility and collected in a sewer system and conveyed to a sewage treatment plant.

- S. Waters of the State: all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State of Minnesota or any portion thereof.
- T. Wetland or Wetlands: those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.
- U. Mobile Cosmetic Cleaning power washing, steam cleaning and any other mobile cosmetic cleaning operation of vehicles, and/or exterior surfaces engaged for commercial purposes.

Subd. 3. Stormwater Runoff Control and Discharge Prohibitions. All water entering the stormwater system will be protected from illegal disposal/dumping and illicit discharges and connections. No person shall discharge or cause to be discharged into the MS4 or stormwater system any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards.

- A. Prohibition of Illegal Discharges. A person commits a violation if the person introduces or causes to be introduced into the MS4 or stormwater system any discharge of harmful substance(s) that is not composed entirely of stormwater.
 - 1. No person shall cause any illicit discharge to enter the MS4 or a Stormwater System.
 - 2. No person shall throw, dump, drain, or otherwise discharge, cause or allow others under its control to throw, dump, drain, or otherwise discharge into the MS4 or Stormwater System any pollutants or waters containing pollutants other than stormwater.
- B. Prohibition of Illicit Connections.
 - 1. No person shall use any illicit connection to intentionally convey non-stormwater to the MS4 or a Stormwater System.
 - 2. The construction, use, maintenance or continued existence of illicit connections to the MS4 or Stormwater System is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of the connection.
 - 3. A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

- C. Exemptions. The following discharges are exempt from discharge prohibitions established by this ordinance:
1. Discharge of non-stormwater discharge that is authorized by an NPDES permit, Notice of Intent, waiver, or wastewater discharge order issued to the discharger and administered under authority of the U.S. Environmental Protection Agency (EPA) or MPCA, provided the discharger is in full compliance with all requirements of the permit, waiver, or order and written approval to discharge into the MS4 or stormwater system has been granted.
 2. Diverted stream or ditch flows that have a valid permit from the Minnesota Department of Natural Resources, MPCA, Agricultural drain tile systems and other stormwater runoff.
 3. Street wash water or cosmetic cleaning that does not contain soap, detergent, degreaser, solvents, emulsifier, dispersant, or other harmful cleaning substances, and that is necessary for health or safety purposes and not in violation of any other provisions of city code, uncontaminated groundwater or surface water pumping, dewatering, or basin draining, uncontaminated groundwater infiltration, foundation or footing drains and crawl space pumps that discharge uncontaminated surface waters and groundwater.
 4. Air conditioning condensation that is unmixed with water from cooling towers, emission scrubber, emissions filter, or any other source of pollutants.
 5. Swimming pools containing no harmful quantities of chlorine (if dechlorinated with less than one Parts Per Million) or other chemicals. Discharge of swimming pool filter backwash is prohibited.
 6. Firefighting activities or other activities necessary to protect public health and safety.
 7. Dye testing, with prior written notification to the City of Eagle Lake.
 8. Water line flushing or disinfection that contains no harmful quantity of total residual chlorine or any other chemical used in line disinfection, or flushing of other potable water sources.
 9. Landscape irrigation or lawn watering.
 10. Noncommercial residential vehicle washing.
 11. Natural surface or groundwater flows from rising lakes, streams, ditches, wetlands, springs, and riparian habitats.
 12. Any other water source not containing a pollutant.

Subd. 4. Public Waters Protection. Every person owning property through which Public Waters pass, as defined in Minn. Stat. §1030.005, Subd. 15, or such person's lessee, shall keep and maintain that part of the public waters within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the public waters. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to public waters, so that such structures will not become a hazard to the use, function, or physical integrity of the public waters.

Subd. 5. Best Management Practices and Duty to Report.

- A. No person shall leave, deposit, discharge, dump or otherwise introduce pollutants in an area where discharge to public streets, the MS4, or Stormwater system occurs.
- B. For pools greater than 1,000 gallons in maximum capacity, water shall sit untreated and uncovered (exposed to sunlight) for a minimum of seven (7) consecutive days without the addition of chlorine to allow for chlorine to evaporate before discharge.
- C. Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit including the creation of a current Stormwater Pollution Prevention Plan (SWPPP). Proof of compliance with said permit may be required (upon request) in a form acceptable to the City of Eagle Lake prior to the allowing of discharges to the MS4 or Stormsewer System.
- D. As soon as any person responsible for a facility or operation has information of any known or suspected release of materials that are resulting or may result in illegal discharges or pollutants discharging into a Stormwater System, said person shall take steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day.

Subd. 6. Inspection, Monitoring, and Testing.

- A. The city shall be permitted to enter and inspect all Stormwater Systems as necessary to determine compliance with this ordinance. If security measures are in force which require proper identification and clearance before entry into its premises, the discharger shall make necessary arrangements to allow access to representatives of the City.
- B. Facility operators shall allow the city ready access to all parts of its Stormwater System for the purposes of inspection, sampling, testing, examination and copying of records that must be kept under the conditions of a NPDES Permit to discharge stormwater.

- C. The city shall have the right to set up at any Stormwater System devices necessary in the opinion of the City to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge.
- D. The city has the right to require the discharger to install monitoring equipment as the City deems necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- E. If the city has been refused reasonable access to any Stormwater System and the City is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.

Subd. 7. Violations and Penalties. It shall be unlawful to violate any provision or fail to comply with any of the requirements of this ordinance.

- A. The city may, without prior notice, suspend Stormwater System access to any building/site when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or surface waters.
- B. In the event the violation constitutes an immediate danger to public health or safety, the City is authorized to enter upon the subject property without giving prior notice to take any and all measures necessary to abate the violation and/or restore the property.
- C. Failure to comply with a suspension order issued in an emergency will result in any process deemed necessary to prevent or minimize damage to the storm sewer system or surface waters, or to minimize danger to persons.

Subd. 8. Violation deemed a Public Nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Subd. 9. Cost of Abatement of the Violation. Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 7 days. If the amount due is not paid within a timely manner as determined by the decision of the Eagle Lake City Council or by the expiration of the time in which to file an

appeal, the City may assess the charges against the property. Any person violating any of the provisions of this article shall become liable to the city by reason of such violation.

Subd. 10. Remedies not Exclusive. The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the city to seek cumulative remedies. The City may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

Subd. 11. Compatibility with Other Regulations. This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Subd. 12. Severability. The provisions of this ordinance are severable, and if any provisions of this ordinance or application of any provision of this ordinance to any circumstance is held invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall not be affected.

Subd. 13. Ultimate Responsibility. The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Subd. 14. Abrogation and Greater Restrictions. It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

Section 18.040 Animal and Pet Waste

(July 11, 2022)

Subd. 1. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Animal: A dog, cat or other animal kept for amusement or companionship.

Owner/Custodian: Any person who harbors, feeds, boards, possesses, keeps or has custody of an animal.

Immediately: at once, without delay.

Soil/defile: to make unclean from excrement

Waste: solid matter expelled from the bowels of the pet; excrement

Subd. 2. No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner.

Subd. 3. It is unlawful for any person owning, keeping or harboring an animal to cause or permit said animal to be on any public or private property not owned or possessed by such person, without having in his/her immediate possession a device for the removal of feces and depository for the transmission of excrement to a proper receptacle located on the property owned or possessed by such person.

Subd. 4 It is unlawful for any person in control of, causing or permitting any animal to be on any public or private property not owned or possessed by such person, to fail to remove feces left by such animal and dispose of it properly as described in Subd. 5.

Subd. 5. Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or keeper's waste receptacle, and bagging for disposal in a waste receptacle or designated animal waste disposal receptacle when available in a public park or park area.

Subd. 6. Disposal of animal waste in storm drains is prohibited.

Subd. 7. Disposal of animal waste in public compost is prohibited.

Subd. 8. The provisions of this section shall not apply to the ownership or use of any properly identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.

Subd. 9. Any duly authorized agent should be responsible for issuing the citations.

Subd. 10 Any person violating any provision of this ordinance may be subject to an administrative penalty according to the current City fee schedule.

Section 18.050 Salt and De-icing Material Storage

(July 11, 2022)

Subd. 1. Applicability

The following sections apply to all indoor and outdoor deicer storage facilities (temporary and permanent) including salt piles, salt bag storage, sand piles and other storage of deicing materials. Storage, as regulated by this chapter, is defined as storage of any material used for deicing and/or traction during winter conditions that is more than five tons in solid form or 1,000 gallons in liquid form.

Subd. 2. General Requirements

- (1) Indoor operations for the storage of deicing materials must be provided wherever possible in order to prevent such materials from being affected by rain, snow and melt water.
- (2) All salt, sand, and other deicing materials stored outdoors must be covered at all times.
 - (a) When not using a permanent roof, a waterproof impermeable, flexible cover must be placed over all storage piles (to protect against precipitation and surface water runoff). The cover must prevent runoff and leachate from being generated by the outdoor storage piles. The cover must be secured to prevent removal by wind or other storm events. Piles must be formed in a conical shape and covered as necessary to prevent leaching.
 - (b) Any roof leaks, tears or damage should be temporarily repaired during winter to reduce the entrance of precipitation. Permanent repairs must be completed prior to the next winter season.
- (3) Storage for all salt, sand, and other deicing materials must be located on an impervious surface.

Subd. 3. Facility Siting

- (1) The facility must be in close proximity to the area in which the deicing materials are to be used, if practical.
- (2) Each facility must be located outside of floodplains and 100 feet from lakes, rivers, streams, ditches, storm drains, manholes, catch basins, wetlands and any other areas likely to absorb runoff. A facility must not be located within 100 feet of surface water features, water supplies, wells or drywells.
- (3) A facility must be located on impervious surfaces.
- (4) The property slope must be away from the facility's salt, deicer, and sand storage area.

(5) Salt vulnerable/intolerant natural areas should be avoided as storage facilities to the extent possible.

Where they cannot be avoided, specific measures should be instituted to protect vulnerable areas. Salt vulnerable/intolerable natural areas include, but are not limited to:

- (a) Areas with salt sensitive vegetation
- (b) Areas serving as a source of drinking water (surface water and ground water)
- (c) Areas with bodies of water with low dilution, low volume, or salt sensitive species
- (d) Areas associated with ground water recharge zones or shallow water table, with medium to high permeable soils

Subd. 4. Transfer of Materials

Practices must be implemented in order to reduce exposure (e.g., sweeping, diversions, and/or containment) when transferring salt or other deicing material.

Subd. 5. Snow Piles

Snow piles must be located downslope from salt and deicer storage areas to prevent the snow melt from flowing through storage areas and carrying material to the nearest drainage system or waterway.

Subd. 6. Deicer Truck Wash Water

Deicer- and salt-containing truck wash water must be captured, treated, and recycled for use as salt-brine in pre-wetting and anti-icing activities.




June 5, 2023

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

Attached is a policy drafted by the City Attorney applicable to advertising at the ballfield.

We will discuss the policy in more detail at the meeting.

A motion is needed to adopt the attached ballfield advertising policy.


Jennifer J. Bromeland
City Administrator

EAGLE LAKE BALLFIELD ADVERTISING

All advertisements will be approved by the City Administrator or his/her designee prior to being placed on the ballfield fencing. The City Administrator's approval determination shall be made no later than ten (10) business days after he/she has received the proposed advertisement from the applicant. The following advertising is not acceptable:

1. Individuals or groups promoting tobacco, CBD products, THC products, alcohol or liquor;
2. Political parties, candidates, issues, or movements;
3. Individuals or groups promoting gambling;
4. Religious organizations or messages;
5. Advertising that is misleading, deceptive, disrespectful, fraudulent, or libelous;
6. Advertising that is obscene, contains vulgar language or promotes illegal or sexual activity;
7. Advertising that is disruptive of the education of the City's students.

Advertising banners are only permitted between April 1 and September 1. Any torn or faded advertising banners must be taken down immediately and replaced.

Adopted by the Eagle Lake City Council this 5th day of June 2023.

Lisa Norton
Mayor

Jennifer J. Bromeland
City Administrator



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Amendment to Credit Card Policy

A Credit Card Policy was adopted at the May 1st City Council meeting, a copy of which is attached. An amendment to the policy is proposed to reflect the scope of use, credit card purchases, and prohibited purchases more accurately.

A proposed amendment will be available at the meeting for your review and approval.

A motion is needed to amend the credit card policy as proposed.

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

Jennifer J. Bromeland
City Administrator

**CREDIT CARD POLICY
CITY OF EAGLE LAKE, MINNESOTA**

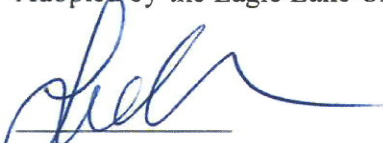
The purpose of this policy is to ensure that employees authorized by the City of Eagle Lake to use a city issued credit card and does so appropriately.

The City establishes the following policies for the establishment and use of credit accounts:

1. The City Administrator will evaluate the need for an employee or other user to use a City credit card based on job duties, functions and relationship with the City. In many situations an employee may request use of the credit card for a specific purchase.
2. Employees authorized by the City to use the credit card must sign an agreement that is to be kept on file. Council members using the City credit card should advise the Deputy City Clerk or City Administrator of the anticipated purchases, i.e. lodging, meals at a conference, etc.
3. Under no circumstances shall an employee or other user authorized by the City use a city credit card for personal use. Employees or other users who make purchases not approved by the City Council or in compliance with this Policy will become personally responsible for the amount of the purchase. They also may lose use of the City credit card in the future.
4. Employees must provide detailed receipts with account codes, and invoices if applicable for all purchases made. These items must be submitted to the Deputy City Clerk or City Administrator as soon as possible and certainly with no exception within the credit card billing period. Failure to do so may result in suspension of credit card use.
5. Credit Cards
 - a. Scope of Use
 - i. Credit Card Assignments
 - A. Cards may be issued and/or used by the Public Works Director, Police Chief, Fire Chief, or other City staff at the discretion of the City Administrator.
 - b. Credit Card Purchases
 - i. Permissible Purchases
 - A. Fuel for City vehicles and equipment
 - B. Car washes for City vehicles
 - C. Purchases urgently needed- justification should be provided with receipt
 - D. Purchases where better pricing is available if purchased online
 - E. Purchases where the only form of payment accepted is via credit card
 - F. Food for community events sponsored by the City
 - G. Situations where an employee will be reimbursed for expenses paid
 - H. Clothing up to the annual dollar amount allowed
 - ii. Prohibited Purchases
 - A. Alcohol
 - B. Personal purchases planned to be paid back to the City at a later date
 - C. Food for personal consumption
6. The City shall pay off credit accounts monthly unless an invoice is under investigation or being disputed.
7. The City shall not use credit cards to create a new form of debt. State statutes governing the issuance of debt by a public entity have several restrictions attached to the issuance of any obligation.

8. It is the employee's responsibility to report any lost or misplaced credit cards immediately. The Deputy City Clerk is required to call and deactivate the credit card as soon as the loss is realized. Failure to keep the City credit card safe and secure may result in losing access to the card.

Adopted by the Eagle Lake City Council this 1st day of May, 2023.



Lisa Norton
Mayor



Jennifer J. Bromeland
City Administrator



June 5, 2023

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Regency of Minnesota - Demolition Update

Attached is an email update from Kim Stumne, Regional Manager of Regency of Minnesota, Inc., regarding the demolition of uninhabitable mobile homes. Ms. Stumne indicated that demolition will begin in July and will consist of the removal of six mobile homes in 2023 and another 5 mobile homes in 2024.

We will discuss in more detail at the meeting.

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

Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: kim stumne <kimstumne@hotmail.com>
Sent: Tuesday, May 9, 2023 3:58 PM
To: Jennifer Bromeland
Subject: Regency of Minnesota, Inc

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

I just wanted to touch base, it sounds like we will be able to get dumpsters from LJP in July so we can do a number of tear downs then.

Kim Stumne
Regency of Minnesota, Inc.
Regional Manager
763-245-1190




June 5, 2023

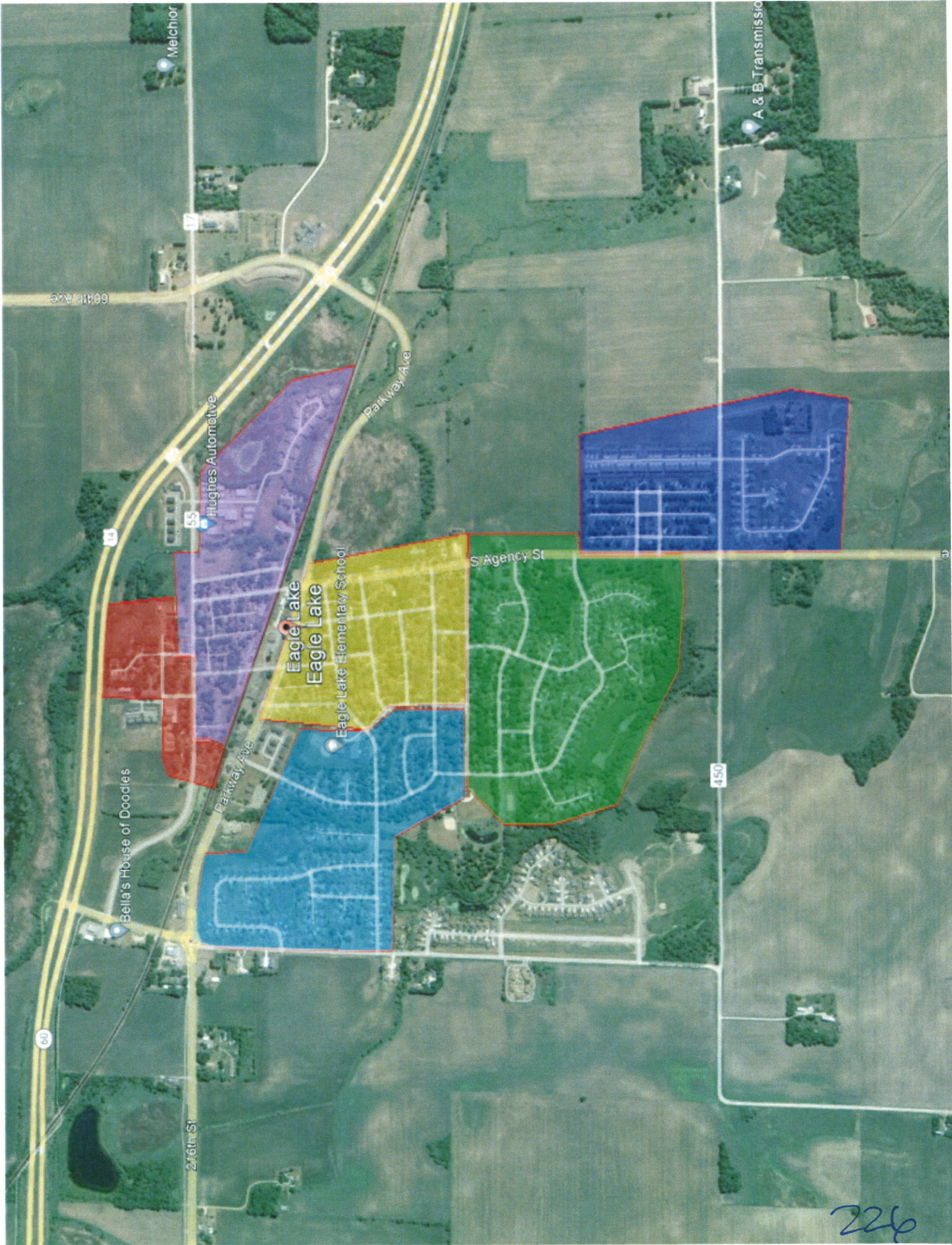
To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Consolidated Communications and Fiber Build Project

Nick Sorenson, Field Operations Manager, with Consolidated Communications is unable to attend this evening's meeting to provide a project update in person but is open to scheduling a call to answer any questions that the City Council might have. A question was asked recently about above ground pedestals and why they are not flush with grade. Please see the attached email from Mr. Sorenson with an explanation.

No action is needed as this is included for informational purposes only.


Jennifer J. Bromeland
City Administrator

225



Meichlor

A & B Transmissions

604th Ave

17

Hughes Automotive

Parkway Ave

60

55

Bella's House of Doodles

Eagle Lake
Eagle Lake

Eagle Lake Elementary School

S Agency St

Parkway Ave

450

246th St

226

Jennifer Bromeland

From: Nick Sorenson <Nick.Sorenson@consolidated.com>
Sent: Thursday, June 1, 2023 1:10 PM
To: Jennifer Bromeland
Subject: Consolidated Pedestals

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

Good Afternoon,

Just reaching back out after our conversation this morning. During this construction we are replacing nearly every pedestal we have in town with a fairly similar model. Due to the fact that the existing pedestals contain our legacy copper plant that still runs Telephone, TV, and Internet we are not able put much of this in a below grade enclosure. Our goal is to someday retire our old copper facilities all together but with strict Ilec/Incumbent federal regulations this is a lengthy process to do. Along with this we also still have a pretty large customer base in Eagle Lake which is why we chose to include the town in our large over build plan. Please let me know if you would like me to visit with the council members again about anything pertaining to the construction project or if you guys would like to set up a weekly or bi-weekly call or teams meeting to discuss progress and issues.

Below you can see the set-up we have inside these units. The front side contains the new fiber optic and the rear is our legacy copper facilities.

Fiber



Copper



Thank you,

Nick Sorenson | Field Operations Manager

D: 507.387.1858 | C: 507.995.0103

nick.sorenson@consolidated.com

consolidated.com | NASDAQ: CNSL





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

June 5, 2023

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

The City Administrator Report will be distributed at the meeting as it is still in progress at the time that the packet is being distributed.