CITY OF EAGLE LAKE
August 2, 2021
CITY COUNCIL MEETING AGENDA
City Hall, 705 Parkway Avenue, 6:00 P.M.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

____ Auringer ____ Whitington _____ Steinberg _____ Rohrich _____ White

OPEN PUBLIC COMMENTS

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

APPROVAL OF THE AGENDA

APPROVAL OF MEETING MINUTES

- City Council Meeting Minutes of July 12, 2021 Pg. 3

CONSENT AGENDA

1. Monthly Bills	Pg.	19	2. Treasurer's Report	Pg.	64
3. Police Report	Pg.	65	4. Fire Report	Pg.	69
5. Public Works Report	Pg.	70	6. Building and Zoning Permits	Pg.	71
7. Gambling Report	Pg.		8. Certification of Special Assessment for Unpaid Snow Removal Charges	Pg.	72
9.	Pg.		10.		

PUBLIC HEARING

PRESENTATIONS

1. Angela DeMartini, owner of Bella's House of Doodles — Pg. 73
2. Steve Mohr, Project Director with MetroNet: Location for Fiber Cabinet — Pg. 87
3. John Jensen, VP of Economic Development with MetroNet: Franchise Agreement — Pg. 101
4. Brian Sarff, Engineer with Bolton and Menk: CSAH 27 (Agency Street) Project Update — Pg. 124

NEW BUSINESS

1. Utility Easement Needed for Fiber Cabinet for MetroNet — Pg. 125
2. Franchise Agreement with MetroNet — Pg. 126
3. All Seasons Arena Operating Service Agreement — Pg. 127
4. Tax Forfeited Parcels — Pg. 131
5. Authorization to Apply for Walmart Community Grant for Parks Project — Pg. 144
6. Authorization to Advertise Sale of 2017 Police Squad Car — Pg. 150

OTHER

1. Mankato Motorsports Appeals Court Response – Next Steps — Pg. 151
2. Follow-Up to Access Request Off of CSAH 56 using City ROW — Pg. 156
3. Follow-Up to Resident Request for History on Outdoor Water Rates — Pg. 157
4. 2020 Community Water Fluoridation 50 Year Award Letter from MN Department of Health — Pg. 163
5. Notice from Mankato Township Planning and Zoning of Upcoming Hearing to Consider USS Peach Solar LLC's Request for a Conditional Use Permit to Construct and Operate a 1-Megawatt Solar Garden — Pg. 165
6. Status of Lease Agreement to Stockpile Leaves

CITY ADMINISTRATOR REPORT

1. Music on Parkway: August 19th from 7 pm-10 pm
2. National Night Out: August 3rd from 5 pm- 7pm — Pg. 174
3. Upcoming Budget Work Session: Monday, August 30th at 6 pm

COUNCIL MEMBER'S REPORT

ANNOUNCEMENTS

- Next Regular **City Council** Meeting – Sept. 13, 2021 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **EDA** Meeting – August 26, 2021 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Park Board** Meeting – August 12, 2021 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Planning Commission** Meeting – August 16, 2021 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave

ADJOURNMENT

CITY OF EAGLE LAKE
CITY COUNCIL MEETING
JULY 12, 2021

CALL TO ORDER

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

ROLL CALL

- Council Members present: Beth Rohrich, Anthony White (arrived at 6:21 p.m.), John Whitington, and Mayor Auringer.
- Staff present: City Administrator Jennifer Bromeland, Chief John Kopp, Public Works Director Brian Goettl, and Deputy Clerk Kerry Rausch.

PUBLIC COMMENTS

- Coby Winkler, 205 S. Agency Street, presented access concerns for residents on the east side of CSAH 27 during the construction process. He stated there are, at times, 3–4-foot embankments making it impossible for residents and emergency vehicles to access properties. He has spoken with Bolton and Menk about his concerns. Council asked city staff to monitor road conditions each Friday to ensure access is maintained for residents as much as possible.

APPROVAL OF THE AGENDA

- Council Member Rohrich moved, seconded by Council Member Whitington, to approve the agenda. Motion carried with Council Members Rohrich, Whitington, and Mayor Auringer voting in favor.

APPROVAL OF MEETING MINUTES

- Council Member Whitington moved, seconded by Council Member Rohrich, to approve the June 7, 2021, City Council meeting minutes. Motion carried with Council Members Rohrich, Whitington, and Mayor Auringer voting in favor.

CONSENT AGENDA

- Mayor Auringer brought attention to the change order for the planned water main crossing beneath Canadian Pacific Railway. The estimated cost of the independent review ranges from $3,500 to $4,050.
- Council Member Rohrich moved, seconded by Council Member Whitington, to approve the consent agenda.

Monthly Bills	Treasurer's Report	Police Report
Fire Report	Public Works Report	Building & Zoning Permits
Gambling Report	Change Order No. 1: CSAH 27 (Agency St) Project	

- Motion carried with Council Members Rohrich, Whitington, and Mayor Auringer voting in favor.

PUBLIC HEARING

- None

PRESENTATIONS

1. <u>Vien Nguyen, Community Forestry Member with AmeriCorps: Overview of Tree Inventory Work and EAB Plan</u>
   - Vien Nguyen explained that she has conducted a comprehensive tree survey of Lake Eagle Park of which one third of the trees are at risk for Emerald Ash Bore (EAB) disease and of these two trees are of immediate concern. Individual trees should be treated once every three years and the city should randomly treat 15% of ash trees. This will substantially reduce the spread of disease.
   - Approximately 20 residents signed up for a survey of two trees on their property. Approximately 2/3 of all trees within the city are on private property.
   - A file will be compiled and provided to the city with the results of the surveys and will include recommendations, including a Slowing Ash Mortality (SLAM) plan. One recommendation is for the city and residents to diversify the variety of trees within the City and that maple trees are discouraged due to impending disease.
   - Discussion included that boulevard trees are the responsibility of property owners, how to best protect ash trees within the city and the need to provide residents with tree care information.

2. Patti Schuch Family: Ag Land Access Request
   - A request was received from the Patti Schuch family about obtaining access to their agricultural land that they farm using City of Eagle Lake right of way north of the railroad tracks along 598th Avenue or CSAH 56. This right of way parcel is referred to as Lutter Avenue. The area is currently overgrown with brush and would need to be cleared. The parcel is in compliance with the railroads required 50-foot setback.
   - The Schuch family has expressed that they will be responsible for clearing the brush, establishing a driveway, installing a culvert in the driveway to let water through and not disrupt waterflow, and that they will ensure that their farm policy covers the right of way area for insurance purposes.
   - If Council approves this request City staff will work with legal counsel to develop an agreement which would include these details.
   - Patti and John Schuch confirmed that their farm policy would include coverage for the right of way and there would be no liability for the City. They also indicated they would begin this work in the fall.
   - Council discussion included the need to talk to Blue Earth County regarding this access and how it would affect the adjacent property owner.
   - Council Member White moved, seconded by Council Member Rohrich, to approve access via the right of way. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
3. Bradley Van Deinse, Auditor with Eide Bailly: Annual Audit Report Presentation
   - Mr. Van Deinse stated that they are able to report a clean, unmodified opinion for the audit and that the city has a positive fund balance and is in compliance with its fund balance policy. He reviewed fund balances for the general fund and enterprise funds.
   - Mr. Van Deinse presented a finding of requiring two signatures on all checks. A policy to this effect will be proposed later on the agenda.
   - Eide Bailly is responsible for state filings.
4. Brian Sarff, Engineer with Bolton and Menk: CSAH 27 (Agency Street) Reconstruction Project
   - Mr. Sarff explained that sanitary sewer and water work has been completed for phase one of the CSAH 27 project and that once the storm sewer has been completed the road will be put back together. Work on phase two will be from Linda Drive to Thomas Drive, followed by phase three which is Parkway Avenue to LeRay Avenue.
   - Mr. Sarff reminded Council that the sanitary sewer line for 524 S. Agency Street is located on Connie Lane and in order for the property owner to connect it would result in a large expense to the property owner who would need a grinder pump. The existing line will not work for a gravity feed due to depth of the line. Per Council's prior request Mr. Sarff presented a cost of $28,000 to extend the sanitary sewer line from Thomas Drive to this property. If approved, Blue Earth County would be responsible for the change order.
   - Council discussion included if the property owner is interested in making the connection at this time, the cost, if the City decides to pursue this at a later date, would be substantially higher. Also discussed is when the property owner would need to connect if a new line is installed. Mr. Sarff stated that a delay in this decision could delay the entire CSAH 27 project.
   - Public Works Director Brian Goettl stated he feels the City should extend this line and the City may want to consider contacting Blue Earth Council to determine if the septic system is in compliance.
   - Council White moved, seconded by Council Member Rohrich, to extend the sanitary sewer line from Thomas Drive to 524 S. Agency Street. Motion carried with Council Member Rohrich, White, Whittington, and Mayor Auringer voting in favor.
   - Mr. Sarff stated he has made note of Mr. Winkler's concerns and they will be addressed.

NEW BUSINESS

1. Memorial Bench Request
   - A request was received from Judy Born to place a memorial bench along the north side of Parkway Avenue at the intersection of Linda Drive and Parkway Avenue in memory of Chuck Born, Robert Jacobs, Jan Hedge, and Bryce Olson. The bench will be paid for the by the families of those being memorialized as will a name plate recognizing each person for their community service. Chuck served on the American Legion Post 617 board and Jaycees, Robert served on the Planning Commission, Jan served on the City Council, and Bryce serves as a former Mayor. The families are requesting that the City order and install the bench on their behalf with the cost for the bench to be reimbursed by the families.
   - The estimated bench cost is $2,520.11 and will be blue in color.

- City staff recommends that the color and location of the bench be reviewed by the Public Works Department since they maintain the other benches located in the parks and along trails and to help ensure uniformity in appearance and installation.
- Other possible locations for the bench were discussed.
- Council discussion included the desire to keep future bench donations of the same color and that City benches would remain green.
- Council Member Rohrich moved, seconded by Council Member Whitington, to accept the donation of the park bench and plaque and to have City staff install and maintain bench. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.

2. Eagle Lake Area Lions Club Signage at City Signs and Proposed Community Service Project
   - Terry Kvitek with the Eagle Lake Area Lion's Club recently contacted City Hall requesting the City's consideration to either affix to or place near the Welcome to Eagle Lake signs a Lions Club emblem. In addition, the Lions Club would like to offer the possibility of assisting with landscaping at the city signs as part of a community service project.
   - Mary Maul, with the Lions Club, was present and explained they have priced out metal signs, magnetized signs and decals.
   - Discussion included that a magnetized sign could look 3 dimensional, that signs attached to the welcome signs could potentially damage the signs if they are ever removed.
   - Council directed the Lions Club to bring to Council their designs for consideration.
   - Public Works Director Brian Goettl stated the landscaping project is something the Lions Club could assist with.
3. Resolution for Alley Vacation
   - An alley vacation was approved at the November 4, 2013 City Council Meeting but a signed resolution cannot be located at City Hall and was not recorded with Blue Earth County. Per Minnesota Statutes 412.851, following a resolution granting a vacation, notice of completion of the proceedings should be prepared and then recorded with the county recorder. Failure to file the notice does not invalidate the vacation.
   - Legal counsel has recommended a new resolution be adopted referencing the 2013 action taken. Following adoption staff will record the alley vacation with the county recorder.
   - Discussion included the utility easement will remain.
   - Council Member Rohrich moved, seconded by Council Member Whitington, to approve Resolution 2021-30 A Resolution Approving the Vacation of an Alley Located in the City. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
4. Pricing for Kage Plow
   - Public Works Director Brian Goettl requested to purchase a Kage Plow totaling $6,150. Currently there is $462,086.85 available in capital outlay for streets. This includes the $25,000 which was budgeted for 2021 and has not been expended.
   - Mr. Goettl explained this purchase was budgeted and that the plow turns side to side and will be a time saving when moving snow. It will be used on the Tool Cat or skid loader.
   - Council Member White moved, seconded by Council Member Rohrich, to approve the purchase of a Kage Plow for the price of $6,150. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
5. Authorized Disbursement Signature Police
   - Included as an audit finding is the need to establish a check signing policy. It should be noted that there are some disbursements which are set up to come out the City's checking account automatically. These expenses are noted on the monthly bills list included on the consent agenda.
   - Council Member White moved, seconded by Council Member Rohrich, to approve the Check Signing Policy as presented. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
6. Eagle Ridge Phase II
   - Administrator Bromeland explained that a previous City Council put a hold on issuing building permits in phase II of the Eagle Ridge subdivision until corrective action was taken and the necessary underground infrastructure repairs were made. To date, the underground infrastructure issues have been completed and the first lift of bituminous has been applied. The outstanding item of concern is the stormwater pond. The pond needs to be constructed to the previously approved plans for stormwater construction. Requests for pond measurements and schedule have been made but the needed information has not yet been received. In

addition to the stormwater pond matter, the developer has not yet supplied a cash deposit or irrevocable letter of credit.

- City Hall has received a couple of inquiries from individuals who have purchased lots and are wanting to pull building permits.
- Legal counsel recommends that if building permits are allowed to be issued prior to the final lift of bituminous and the completion of the stormwater pond, that parties making application for a building permit be advised of the status of the public improvements and made aware that any issues related to grade or construction that affect their property are at their own risk.
- Council discussion included that they are not interested in issuing building permits until all punch list items have been completed and that any deficiencies have been corrected.
- Mr. Sarff, with Bolton and Menk, stated the planned stormwater pond was civilly engineered and if the city is interested in pond modifications the new calculations should be reviewed by Bolton and Menk. A more complete punch list will be developed.

7. American Rescue Plan Resolution
   - The American Rescue Plan resolution is for the purpose of requesting funds from Minnesota Management and Budget. The exact amount Eagle Lake will receive will be finalized in the coming weeks but are estimated to be between $330,000-$350,000. The covered period to expend funds is March 3, 2021 through December 31, 2024. All uses of the funds will be subject to review and approval of the City Council prior to any expenditures being made.
   - Council Member Rohrich moved, seconded by Council Member Whitington, to approve Resolution 2021-31 A Resolution to Accept the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
8. Special Assessment Deferrals
   - Three property owners have applied for a special assessment deferral. The parcel IDs are R12.10.18.127.013, R12.12.18.128.011, and R12.10.18.128.003. Upon approval, these deferrals will be included with the special assessments to be certified to Blue Earth County.
   - Council Member White moved, seconded by Council Member Rohrich, to approve the special assessment deferrals for the above listed parcels. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
9. Terminate Emergency Declaration
   - Resolution 2021-32 is a resolution terminating the local emergency and temporary measures that went into effect on March 27, 2020 to address a peacetime emergency due to the COVID-19 health pandemic.
   - Council Member Rohrich moved, seconded by Council Member White to approve Resolution 2021-32. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.
10. Utility Disconnections
    - Administrator Bromeland explained that water disconnections were stopped due to the COVID-19 pandemic and that the League of MN Cities has communicated that the unwritten and informal opinion of the Attorney General's office is that it is allowable for utility providers to follow their normal shutoff procedures.
    - Discussion included there are federal funds distributed through the state to assist residents and the city offers payment plans.
    - Council Member Rohrich moved, seconded by Council Member Whitington, to reinstate water disconnections. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.

OTHER

1. Tator Days Parade – City Parade Entry
   - Line up for the parade is at 12:30 p.m. for City Council and staff. Spouses and kids are welcome.
2. Mankato Motorsports Appeals Court Response
   - The court remanded decision back to city to review climate change and wildlife.
   - Bolton and Menk anticipates this information collection and review will take approximately two to three weeks to complete, at which time they will submit their findings to city staff for review and follow up EIS determination. Should the city require additional information, BMI staff will facilitate this with and through their clint to ensure all information is received and approved by the City.
3. Mower Update

- Administrator Bromeland explained that a public works employee, whiling driving a lawn mower, was struck by a vehicle while crossing the street. The employee does not appear to have been injured.
- The mower did receive damage and will need to be repaired. Since the City's deductible is $2,500 for property, the City's insurance carrier will subrogate on the City's behalf to collect from the at-fault party's insurance carrier.

CITY ADMINISTRATOR REPORT

1. Guidance form LMC on Juneteenth (June 19th) Federal Holiday
   - Cities are not required at this time to observe the holiday and are able to conduct city business on the day of the new holiday.
2. Drought Conditions and Water Conservation
   - The public works department monitors daily usage and capacity. Discussion should ensue about process if a mandatory watering ban were to be imposed on Eagle Lake in the future. At this time, no restrictions have been imposed.
3. 2021-2022 Service Term for Community Forestry Member Position
   - Vien will end her service with the City on August 28, 2021. For the 2021-2022 service year the City will be sharing a full-time Community Forestry Member with the City of Lake Crystal. Each City having 20 hours of service per week. Two interviews will be held this week with interested candidates.
4. SMIF Small Town Grant Program Application
   - An updated proposal is being sought from Region Nine Development Commission to apply for grant funding to update the EDA handbook.
5. DNR EAB Grant Program Application
   - City staff will work on submitting an application for DNR Emerald Ash Bore grant funds to help remove and replace ash trees on public property.
6. Requests from Public Works Director Brian Goettl
   - A request for new microphones for City Council meetings was made.
   - A request for a meeting for leaf vac collection was made. Council asked that Mr. Goettl compile options and bring to a work session.

COUNCIL MEMBER'S REPORT

1. Mayor Auringer stated he has reviewed police reports on stop sign violations and feels it is a matter of time before someone is hit. He would like to see more tickets and less warnings issued. Chief Kopp asked that the department is backed by City Council on this matter.
2. Council stated they would like to see more police interaction with residents, waiving, slowing down, etc.
3. Council Member White stated Jim Beal asked at the EDA meeting for the city to consider lowering the water rates for outside water usage. Mayor Auringer stated he believes this rate was established for water conservations purposes.

ADJOURNMENT

- Council Member Rohrich moved, seconded by Council Member White, to adjourn the meeting at 8:52 p.m. Motion carried with Council Members Rohrich, White, Whitington, and Mayor Auringer voting in favor.

_____
Tim Auringer, Mayor

_____
Kerry Rausch, Deputy Clerk

CITY OF EAGLE LAKE
PARK BOARD MEETING
THURSDAY, JULY 15, 2021

Call to Order: Meeting was called to order by Chairperson Bridget Larson at 6:49 a.m.

Members Present: Jeremy Horkey, Bridget Larson, Beth Rohrich, Joan Back, Tim Auringer, Ryan Short,

Staff Present: Administrator Bromeland, Kerry Rausch, Brian Goettl

Treasurer's Report

- Treasurer's report was presented.

Business

1. Parks Project – recognize donors is important.
   A. Donor Board for Phase I
      - Individuals and businesses who donated to Phase I of the park project need to be recognized. Discussion included donation board designs and where they should be located.

   B. Phase II and Next Steps for Concept Design and Funding
      - A proposal was presented for a new pavilion. Discussion included the high cost of construction materials and that this may not be a good time to build. It was noted that it is important to look to the future needs and use when designing the structure and it should be determined if new restrooms are needed or if existing bathrooms can be renovated to be ADA accessible. Parking needs may want to be considered in Phase II planning. Landscaping ideas could be included with design.
      - It was suggested that perhaps the city may want to consider spending $10,000-$15,000 to have the structure designed and the best location identified. A request for proposal (RFP) may be appropriate for this type of project. Overall project cost and funding for the project would need to be taken into consideration.
      - It will need to be determined when fundraising efforts should begin for the pavilion.
      - Outside funding sources should be considered, including those who use the ballfields.

   C. Other Park Items
      - The wood chip pile in Lake Eagle Park will be moved to Fraze Park.
      - Cans For Kids proceeds help offset park expenses. Discussion took place and it was suggested that the can drop off location and the use of funds could be better promoted with a sign on the can trailer. It was noted that it was established a number of years ago and many in the community are likely not aware that it exists or what the proceeds from the recycled cans are used for.
      - Jeremy report that he was contacted by the Expos with concerns about the condition of the field and sharing of equipment with MAYBA. City Administrator Bromeland reported that MAYBA was contacted about the Expos' concerns and followed up directly with Nate with the Expos. It was suggested that perhaps the city could try and facilitate a meeting between MAYBA and the Expos review roles and responsibilities. It was noted that MAYBA puts a lot of time and work into maintaining the baseball field.
      - Seeding/sodding in Eagle Heights Park will occur this fall, topsoil may need to be added. Doggie pot and sign will be installed. A temporary sidewalk to Eagle Heights Park will be installed.

- One of the new baby swings in Fraze Park will be installed in Lake Eagle Park, where there is not a baby swing.
- Portable benches will be installed when they arrive.
- Items for discussion at the next Park Board meeting should include moving the gaga ball pit from Fraze Park to Eagle Heights Park and what to do with the volleyball courts in Fraze Park

D. Tator Days Parade

- Volunteers are needed to help distribute water bottles. Parade line up is at 12:30. Kids and grandkids are welcome.

Pages 11 and 12 where left blank due to numbering error.

ECONOMIC DEVELOPMENT AUTHORITY
THURSDAY, JULY 29, 2021 AT 6:45 A.M.
SPECIAL EDA MEETING

Call to Order: The meeting was called to order at 6:45 a.m. by Chairperson Hughes

Members Present: Brian Hughes, Brooke Wach, and John Whitington

Staff Present: City Administrator Jennifer Bromeland and Deputy Clerk Kerry Rausch

New Business

1. Updated Counter Offer Received for City-Owned Parcel
   - No closed session was held. City Administrator Bromeland stated she received an email from the interested party after the close of business on Wednesday stating that additional time is needed to fine tune the design before presenting to the EDA. The interested party plans to attend the upcoming August 26th EDA meeting with a final design for review and approval. It was noted that the orientation will change with the office located on the front of the building and the warehouse behind, keeping the parking lot towards the east.
2. Current and Future Industrial Growth Needs
   - City Administrator Bromeland shared that she has been contacted by two existing businesses that are running out of space at their current locations with no ability to expand at their current sites. It was noted that both businesses expressed that they want to remain in Eagle Lake but need a new location to accommodate their growth. At this time, the only city owned land available are the lots at 301 and 305 Parkway Avenue with an offer pending. Discussion took place regarding the need to update the EDA strategic plan and explore whether there is an interest in acquiring land for a development park for commercial and industrial businesses. The use of tax abatement or TIF was discussed as a measure that could be used to help fill any gaps subject to City Council approval as well as possible grant opportunities to help cover costs associated with infrastructure. City Administrator Bromeland updated the EDA that she has reached out to several resources to try and assist.
   - Discussion ensued regarding the resources and any other measures that could be pursued to retain existing businesses and well as encourage continued growth. EDA Member Whitington suggested that the EDA consider establishing key account meetings with businesses to check in and learn more about how things are operating and future growth plans as well as review any resources that might be available through the EDA and city or county. Chairperson Hughes suggested that the EDA consider an incubator for businesses. EDA Member Wach emphasized the need to review areas in and around Eagle Lake and related proposed land use when conducting strategic planning. City Administrator Bromeland wrapped up discussion by stating that the EDA will continue to try and exhaust all options available to retain existing businesses and that it is hoped that the City will be awarded a grant through SMIF to complete strategic planning.

Adjournment: The meeting adjourned at 7:45 a.m.

EDA SPECIAL CLOSED EDA MEETING
July 9, 2021

Members Present: Anthony White, Brooke Wach, Jim Beal, and John Whitington via phone.

Staff Present: Administrator Jennifer Bromeland and Deputy Clerk Kerry Rausch

Call to Order
Chairperson Brian Hughes called the meeting to order at 6:55 a.m.

Approval of Agenda

New Business

1. Counter Offer Received for City-Owned Parcel

    a. The meeting will be closed as permitted by section 13D.05, subdivision 3 (c), to consider an offer related to the City's parcels of land (R121018132011 and R121018132010) that are listed for sale along Parkway Avenue.

Adjournment
The meeting was adjourned at 7:28 a.m.

ECONOMIC DEVELOPMENT AUTHORITY
THURSDAY, JULY 22, 2021 AT 6:45 A.M.

Call to Order: Meeting was called to order by Administrator Bromeland

Members Present: Christine Black-Hughes, Brooke Wach, Anthony White, and John Whitington

Absent: Jim Beal and Brian Hughes

Staff Present: City Administrator Jennifer Bromeland and Deputy Clerk Kerry Rausch

Approval of Agenda:

Approval of Minutes: Minutes from the May 27, 2021 and June 9, 2021 EDA meetings were approved.

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

New Business:

1. Revised Counter Offer Received for City-Owned Parcel
   - Legal counsel confirmed that discussion with a potential developer must remain open unless the EDA wished to discuss, negotiate sale of parcel.
   - Mike Bales with Freedom Security was present to discuss his plans and the EDA's expectations for development of commercial property along Parkway Avenue. Exterior building materials is a primary concern for the EDA. Mr. Bales indicated he is considering efface, steel, stone, and traditional siding.
   - The EDA explained that a percentage of the building's frontage needs to be brick and stone. Administrator Bromeland will provide Mr. Bales with city code requirements for exterior finishes and parking requirements. Outside storage is not allowed to be visible from the front of the property.
   - The EDA asked that Mr. Bales present to the EDA a more accurate drawing of the building design and exterior finished and stated that a special EDA meeting would be scheduled for July 29, 2021 at 6:45 a.m. to review designs if they are ready at that time. Once drawings are provided the EDA will make a recommendation to the City Council for the sale of the property.
2. Miscellaneous Updates - Informational
   a. Community Grant Application Submitted to SMIF for a Strategic Economic Development Plan
      - The City should hear by August 6, 2021 if it will be awarded a grant from Southern MN Initiative Foundation (SMIF) for developing a strategic economic

development plan. If awarded, the City will work with Region 9 on this in depth process.

b. Eagle Ridge, Phase II
   - The EDA was updated on the fact that the City Council is not interested in issuing building permits in the Eagle Ridge Phase II development until final punch list of items are completed by the developer.

c. Other
   - Greater Mankato Growth will hold a ribbon cutting ceremony on Tuesday, July 27, 2021 at 8:45 a.m. at Daschner Construction's, located at 450 Parkway Avenue. EDA members were encouraged to attend.

Adjournment: The meeting adjourned at 7:42 a.m.

CITY OF EAGLE LAKE
PARK BOARD MEETING
THURSDAY, JULY 15, 2021

Call to Order: Meeting was called to order by Chairperson Bridget Larson at 6:49 a.m.

Members Present: Jeremy Horkey, Bridget Larson, Beth Rohrich, Joan Back, Tim Auringer, Ryan Short,

Staff Present: Administrator Bromeland, Kerry Rausch, Brian Goettl

Treasurer's Report

- Treasurer's report was presented.

Business

1. Parks Project – recognize donors is important.
   A. Donor Board for Phase I
      - Individuals and businesses who donated to Phase I of the park project need to be recognized. Discussion included donation board designs and where they should be located.

   B. Phase II and Next Steps for Concept Design and Funding
      - A proposal was presented for a new pavilion. Discussion included the high cost of construction materials and that this may not be a good time to build. It was noted that it is important to look to the future needs and use when designing the structure and it should be determined if new restrooms are needed or if existing bathrooms can be renovated to be ADA accessible. Parking needs may want to be considered in Phase II planning. Landscaping ideas could be included with design.
      - It was suggested that perhaps the city may want to consider spending $10,000-$15,000 to have the structure designed and the best location identified. A request for proposal (RFP) may be appropriate for this type of project. Overall project cost and funding for the project would need to be taken into consideration.
      - It will need to be determined when fundraising efforts should begin for the pavilion.
      - Outside funding sources should be considered, including those who use the ballfields.

   C. Other Park Items
      - The wood chip pile in Lake Eagle Park will be moved to Fraze Park.
      - Cans For Kids proceeds help offset park expenses. Discussion took place and it was suggested that the can drop off location and the use of funds could be better promoted with a sign on the can trailer. It was noted that it was established a number of years ago and many in the community are likely not aware that it exists or what the proceeds from the recycled cans are used for.
      - Jeremy report that he was contacted by the Expos with concerns about the condition of the field and sharing of equipment with MAYBA. City Administrator Bromeland reported that MAYBA was contacted about the Expos' concerns and followed up directly with Nate with the Expos. It was suggested that perhaps the city could try and facilitate a meeting between MAYBA and the Expos review roles and responsibilities. It was noted that MAYBA puts a lot of time and work into maintaining the baseball field.
      - Seeding/sodding in Eagle Heights Park will occur this fall, topsoil may need to be added. Doggie pot and sign will be installed. A temporary sidewalk to Eagle Heights Park will be installed.

- One of the new baby swings in Fraze Park will be installed in Lake Eagle Park, where there is not a baby swing.
- Portable benches will be installed when they arrive.
- Items for discussion at the next Park Board meeting should include moving the gaga ball pit from Fraze Park to Eagle Heights Park and what to do with the volleyball courts in Fraze Park

D. Tator Days Parade

- Volunteers are needed to help distribute water bottles. Parade line up is at 12:30. Kids and grandkids are welcome.

CITY OF EAGLE LAKE

*Check Summary Register©

July 2021

	Name	Check Date	Check Amt	
10100 Cash				
1416e	FURTHER	7/2/2021	$7,962.50	2ND QTR CITY CONTRIBTUION TO HSAs
1417e	MN DEPT OF REVENUE	7/2/2021	$1,794.00	JUNE SALES AND USE TAX
1418e	MN DEPT OF LABOR & INDUSTR	7/2/2021	$141.04	2ND QTR BLUDG SURCHARGE FEES
1419e	FURTHER	7/6/2021	$323.10	BW 07-08-21
1420e	PERA	7/6/2021	$3,912.14	BW 07-06-21
1421e	PSN	7/6/2021	$469.86	JUNE FEES
1422e	PERA	7/19/2021	$4,201.08	BW 07-22-21
1423e	FURTHER	7/19/2021	$323.10	BW 07-22-21
1424e	AFLAC	7/21/2021	$134.88	JUNE PREMIUMS
1426e	PERA	7/26/2021	$32.50	MO 07-21
43689	UNITED STATES POSTAL SERVI	7/7/2021	$254.36	SUMMER NEWSLETTER
43690	Verizon Wireless	7/7/2021	$278.98	
43691	MN BCA	7/8/2021	$150.00	CJDN ACCESS FEE
43692	BHE COMMUNITY SOLAR LLC	7/8/2021	$2,807.96	
43693	B. E. COUNTY SHERIFFS DEPT	7/8/2021	$360.00	RECORD CONTRACT
43694	CHRISTOPHER KENNEDY	7/8/2021	$693.00	
43695	COMPUTER TECHNOLOGY SOL	7/8/2021	$1,933.90	
43696	EAGLE EXPRESS	7/8/2021	$1,342.04	
43697	GOVERNMENT FORMS & SUPPLI	7/8/2021	$120.02	WINDOW ENVELOPES
43698	MATHESON TRI GAS INC	7/8/2021	$51.16	
43699	NORTHLAND SECURITIES	7/8/2021	$5,082.50	REFUNDING BOND SERIES 2017A
43700	TAFT STETTINIUS & HOLLISTER	7/8/2021	$9,500.00	PROFESSIONAL SERVICES BOND SERIES
43701	UC LABORATORY	7/8/2021	$493.80	
43702	UNITED STATES POSTAL SERVI	7/8/2021	$830.17	FIRST CLASS POSTAGE-PERMIT 12
43703	VAN ASTEN, JESSIE	7/8/2021	$250.00	SUMMER NEWSLETTER DESIGN
43704	BCBS OF MN	7/12/2021	$13,755.05	AUGUST PREMIUM
43705	PRINCIPAL FINANCIAL GROUP	7/12/2021	$178.62	ACCT NO. 1124855-10001
43706	KERRY RAUSCH	7/12/2021	$135.32	PARADE CANDY FOR TATOR DAYS FOR C
43707	SANCO EQUIPMENT LLC	7/15/2021	$6,150.00	KAGE PLOW
43708	VSI	7/15/2021	$1,602.70	MICROPHONE FOR PODIUM
43709	TECH SALES CO	7/15/2021	$5,821.35	SIGNATURE AV FLOW METERING SYSTEM
43710	POWERHOUSE	7/15/2021	$2,200.00	MUSIC ON PARKWAY 07-15-2021
43711	BLUE EARTH COUNTY PROPER	7/19/2021	$184.01	ESCROW ACCOUNT
43713	DELTA DENTAL OF MN	7/21/2021	$733.65	AUGUST PREMIUM
43714	MANKATO FORD	7/21/2021	$38,058.00	2021 POLICE EXPLORER
43715	SUPERIOR CAR WASH	7/21/2021	$120.00	12 WASHES FOR POLICE DEPARTMENT
43717	A & M PLUMBING AND HEATING	7/30/2021	$398.70	EYE WASH STATION
43718	ADP, LLC	7/30/2021	$591.05	
43719	ALPHA WIRELESS	7/30/2021	$88.00	BATTERY IMPRESS LI-ION 2000T
43720	ARAMARK	7/30/2021	$156.78	
43721	BADGER METER	7/30/2021	$94.02	JULY HOSTING SERVICE
43722	BAUERS SPECIALTY SALES	7/30/2021	$2,196.90	OIL AND FILTERS
43723	BENCO ELECTRIC	7/30/2021	$525.41	STREET LIGHTING
43724	BIOVERSE INC	7/30/2021	$252.52	AQUASPHERE
43725	BLUE EARTH COUNTY	7/30/2021	$500.00	HAVA TECH - ELECTIONS
43726	BLUE EARTH COUNTY FINANCE	7/30/2021	$805.50	LEGAL FEES
43727	B. E. COUNTY SHERIFFS DEPT	7/30/2021	$180.00	2ND QTR MTD'S
43728	BOLTON & MENK INC	7/30/2021	$5,133.00	EAGLE RIDGE CONSTUCTION OVERSIGHT
43729	CARRIAGE REPAIR INC	7/30/2021	$588.14	2017 FORD EXPLORER-CV SHAFT
43730	CASEYS GENERAL STORE EAGL	7/30/2021	$126.63	
43731	CEDAR POINT TOWNHOMES	7/30/2021	$45,878.21	TIF PAYMENT
43732	CITY BUILDING INSPECTION SR	7/30/2021	$2,929.98	CITY FORCE FEES
43733	CLARKE ENVIRONMENTAL MOS	7/30/2021	$2,039.40	7/12/21 TREATMENT
43734	CONSOLIDATED COMMUNICATI	7/30/2021	$563.05	

CITY OF EAGLE LAKE

*Check Summary Register©

July 2021

	Name	Check Date	Check Amt	
43735	DAVID DROWN ASSOCIATES, IN	7/30/2021	$2,000.00	TIF REPORTS
43736	EIDE BAILLY	7/30/2021	$4,000.00	AUDIT SERVICES
43737	EQUIPMENT MANAGEMENT CO	7/30/2021	$675.00	SERVICE AGREEMENT-EMS CASA MN
43738	FREE PRESS	7/30/2021	$594.22	498099-500144-501310
43739	FRESH START CLEANING AND	7/30/2021	$100.00	JUNE SERVICE
43740	HAWKINS	7/30/2021	$2,953.07	
43741	HEIMAN FIRE EQUIPMENT	7/30/2021	$189.95	SCBA BRACKETS
43742	I & S GROUP INC	7/30/2021	$2,768.00	MS4 MGMT PROGRAM
43743	J.R. BRUENDER CONSTRUCTIO	7/30/2021	$510.00	MUSIC ON PARKWAY SITE
43744	JOHNSON, ADAM	7/30/2021	$40.78	ROOM CLOCKS
43745	JR MURILLA CONSTRUCTION IC	7/30/2021	$200.00	FORKLIFT RENTAL
43746	KSL.LLC	7/30/2021	$600.00	SOUND SYSTEM
43747	LJP ENTERPRISES	7/30/2021	$10,382.62	SM RECYCLE=932 LRG RECYCLE=116
43748	CITY OF MANKATO	7/30/2021	$29,500.62	SANITARY SEWER USER CHARGE
43749	MENARDS	7/30/2021	$571.83	
43750	METRO SALES INC	7/30/2021	$785.31	
43751	MID-AMERICAN RESEARCH CHE	7/30/2021	$5,724.35	LIFT STATION DEGREASER
43752	MN PUBLIC FACILITIES AUTHOR	7/30/2021	$29,390.57	LOAN REPAYMENT
43753	MINNESOTA WASTE PROCESSI	7/30/2021	$6,084.86	JUNE CHARGES
43754	NAVITOR INC	7/30/2021	$37.92	FIRE DEPT RECRUITMENT BROCHURE
43755	QUALITY 1 HR FOTO	7/30/2021	$540.00	PARKS PROMO FOR PARADE
43756	SANCO EQUIPMENT LLC	7/30/2021	$3,372.46	BOBCAT REPAIR
43757	SIMPSON, VERN	7/30/2021	$15.02	SAFETY CONE MARKINGS
43758	STAPLES BUSINESS ADVANTA	7/30/2021	$396.89	
43759	TACTICAL SOLUTIONS	7/30/2021	$34.00	
43760	TAFT STETTINIUS & HOLLISTER	7/30/2021	$9,000.00	CSAH 27-BOND SERVICES
43761	TALLE, TRENT	7/30/2021	$436.98	N95 MASKS
43762	US BANK EQUIPMENT FINANCE	7/30/2021	$114.00	
43763	WEBICINE	7/30/2021	$325.00	ANNUAL HOSTING FEE
43764	XCEL	7/30/2021	$4,504.39	
43765	XTREME GRAFIX	7/30/2021	$150.00	HI VIZ SHIRTS
		Total Checks	$291,425.92	

FILTER: (([Act Year]='2021' and [period] in (7))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY????????.??') or [EFT])) and [Cash Act]='10100'

CITY OF EAGLE LAKE

*Check Summary Register©

July 2021

	Name	Check Date	Check Amt	
10102 Loan Acct Cash				
384	BLUE EARTH COUNTY FINANCE	7/2/2021	$527.29	HAMMOND DAYCARE
		Total Checks	$527.29	

FILTER: (([Act Year]='2021' and [period] in (7))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY????????.??') or [EFT])) and [Cash Act]='10102'

CITY OF EAGLE LAKE

*Check Summary Register©

July 2021

	Name	Check Date	Check Amt	
10120	**Fire Equipment-Assig**			
43716	NORTH AMERICAN SAFETY INC	7/30/2021	$2,497.50	ICE TRACTION ANTI-SLIP CLEATS
		Total Checks	$2,497.50	

FILTER: (([Act Year]='2021' and [period] in (7))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY????????.??') or [EFT])) and [Cash Act]='10120'

CITY OF EAGLE LAKE

*Check Summary Register©

July 2021

	Name	Check Date	Check Amt	
10150	**Police Seizure**			
43712	KERRY RAUSCH	7/19/2021	$139.24	PARADE CANDY
		Total Checks	$139.24	

FILTER: (([Act Year]='2021' and [period] in (7))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY????????.??') or [EFT])) and [Cash Act]='10150'

Pay Dates 07/08/2021, 07/22/2021, 07/29/2021

Payroll Name	Pay Date	Net Pay
AURINGER, MANDY L	07/08/2021	730.58
AURINGER, MANDY L	07/22/2021	725.66
Auringer, Timothy A	07/29/2021	304.04
Bromeland, Jennifer J	07/08/2021	2,605.85
Bromeland, Jennifer J	07/22/2021	2,605.83
Goettl, Brian K	07/08/2021	1,525.84
Goettl, Brian K	07/22/2021	1,641.65
Haber, Jerald L	07/08/2021	282.82
Haber, Jerald L	07/22/2021	305.44
Hartman, Andrew R	07/08/2021	1,119.26
Hartman, Andrew R	07/22/2021	1,119.27
Jensen, Dustin D	07/08/2021	1,355.82
Jensen, Dustin D	07/22/2021	1,611.22
Keesey, Zachary D	07/08/2021	161.13
Konz, Noah J	07/29/2021	36.94
Kopp, John A	07/08/2021	1,767.38
Kopp, John A	07/22/2021	2,359.29
Longoria, Lupe R	07/08/2021	325.05
Longoria, Lupe R	07/22/2021	319.72
Nicklay, Michael L	07/08/2021	1,107.13
Nicklay, Michael L	07/22/2021	1,145.81
Rausch, Kerry L	07/08/2021	1,098.81
Rausch, Kerry L	07/22/2021	1,246.66
Rohrich, Elizabeth K	07/29/2021	207.79
Romig, Benjamin T	07/08/2021	1,717.22
Romig, Benjamin T	07/22/2021	1,473.85
Ruschmeyer, Daniel S.	07/29/2021	399.40
Shoemaker, Brian J	07/08/2021	383.44
Shoemaker, Brian J	07/22/2021	171.64
Steinberg, Garrett R	07/29/2021	207.79
White, Anthony D	07/29/2021	207.79
Whitington, Johnnie L	07/29/2021	207.78

CITY OF EAGLE LAKE
INVESTMENT PORTFOLIO
June 30, 2021

		bank stmts	
Cornerstone State Bank	GENERAL CHECKING (0.2%)	$ 331,366.52	20 cent correction by bank in J
	os deposit	$ 5,833.79	
	os checks	$ (147,145.92)	
Community Bank	ACH CHECKING	$ 500.00	
Pioneer Bank - ICS	Acct 5058105 - vaiable rate %	$ 3,905,446.70	additional $70591.12 will be w/
Pioneer Bank - Savings	0.25% APY	$ 242,954.31	
4M	0.26% RATE	$ 141.91	
	SUB TOTAL	$ 4,339,097.31	
Cornertstone State Bank	EDA Account	$ 145,082.84	
Cornertstone State Bank	Loan Acct	$ 42,621.98	
Cornertstone State Bank	SCDP Acct	$ 18,291.37	

			Matures	Issued
Citizens Community Federal Portfolio # 111064 CD # 40032787 interest pd at maturity	Rate 1.70%	$ 247,796.05	8/31/2021	5/25/2018
Community Bank 50071	Rate 2.45%	$ 250,000.00	7/23/2021	5/23/2019

SUB TOTAL	$ 497,796.05	
BANK STMT TOTAL	$ 4,836,893.36	
GL(books) CASH BALANCE REPORT SHOWS:	**$ 4,836,953.77**	bal sheet cash accts
DIFFERENCE $ 60.41	( ) report is lower than check registers	

7/22/2021 12:02 PM

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CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

John Kopp, Chief of Police
Eagle Lake Police Department
PO Box 287
Eagle Lake, MN 56024

507-257-3110
Fax: 507-257-3220
www.EagleLakeMN.com
elpd@eaglelakemn.com

We received the new squad car late in July. We have the graphics on the new squad and are waiting until the installer gets all the parts for the new install.

We have really been focusing our efforts on stop signs in July.

The new part time officer Evan Chirpich, whom we just hired, and we were in the process of backgrounding is no longer being backgrounded. Evan is being backgrounded for a full-time position in another community.

We will be participating in the Towards Zero Deaths enforcement wave focusing on Impaired Drivers from August 20th through September 6th.

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 Accumlative 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	0						0
DAS/DAR/DAC	0	0	1	3	2	3	2						11
Equipment Violations	0	0	0	0	0	0	0						0
Expired Tabs	0	0	0	0	0	0	0						0
Other	0	0	3	4	1	2	4						14
Seatbelt	0	0	1	0	3	0	1						5
Speeding	1	0	26	4	24	7	7						69
Stop Sign	0	0	1	0	0	0	7						8
Traffic Stops	35	11	86	28	74	51	76						361
Warnings	34	11	53	19	44	42	60						263
													Total
Calls for Service													
Accidents	0	3	1	1	0	5	1						11
Administrative Citations	0	0	0	0	0	0	0						0
Alarms	0	2	2	1	1	2	1						9
Animal Comp.	6	4	10	4	7	4	3						38
Assaults	0	0	0	0	0	0	1						1
Assist	8	4	15	7	6	5	4						49
Assist Ambulance	6	5	13	9	8	8	6						55
Assist Fire Dept	1	3	2	0	3	3	4						16
Assists OA	24	14	10	18	17	20	13						116
Burglary	0	0	1	0	0	0	1						2
Call Outs	7	2	2	2	6	6	2						27
Civil	1	4	1	0	1	2	5						14
Directed Patrol	27	38	68	62	78	58	46						377
Disturbance	0	0	5	1	3	3	3						15
Domestic	0	3	4	1	3	4	0						15
Driving Comp.	4	4	5	6	13	8	3						43
DWI	0	2	0	1	1	0	0						4
Fraud	0	3	2	6	0	1	1						13
Harrassment	0	3	1	1	3	2	1						11
Miscellaneous	21	12	24	29	29	21	35						171
Narcotics	0	0	3	1	2	0	1						7
Noise Comp	0	1	0	0	0	1	2						4
Ordinance Viol.	5	5	5	4	10	3	4						36
Party Comp.	0	0	0	0	0	0	0						0
Property Damage	2	0	0	1	2	2	0						7
Runaway/Missing Person	0	0	2	0	1	1	1						5

Eagle Lake Police Department Accumlative Report

Suspicious Cir.	4	4	8	5	11	0	4						**36**
Suspicious Person	0	2	1	7	0	0	0						**10**
Suspicious Vehicle	1	3	4	9	12	6	6						**41**
Thefts	0	0	3	0	1	2	0						**6**
Threats	2	0	0	0	0	1	0						**3**
Warrants Serv.	2	1	2	0	0	2	0						**7**
Weapons	0	0	2	1	0	1	1						**5**
Welfare Check	2	7	4	4	10	4	1						**32**
Total ICRS	151	138	284	207	296	220	224						**1520**
Total Mileage													
2017 Explorer	110744	112561	115250	117868	120708	122523	124667						
2020 Explorer	16,722	17,693	19,656	20,992	22892	24,310	25,813						
Monthly Mileage													
2017 Explorer	1,949	1,817	2,689	2,618	2,840	1,815	2,144						
2020 Explorer	1,453	971	1,963	1,336	1,900	1,418	1,503						

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

Dan Ruschmeyer, Fire Chief
Eagle Lake Fire Department
PO Box93
Eagle Lake, MN 56024

507-257-3218
Fax: 507-257-3220
www.EagleLakeMN.com
elfdchief@eaglelakemn.com

Fire Chiefs Report July 2021

Fire Department Tater Days events were a great success this year. We had a large turn out for the kids peddle pull on Friday evening and a great attendance for the Pancake Breakfast Saturday morning. New this year we set up a food stand at the Music on Parkway event on Thursday Evening. Thank you to all that attended for supporting the Fire Department. Also, a Big Thank you to all the ELFD members and their families for helping make these events a success again this year.

15 Calls for the month of July
- Medicals 10
- Grass Fire/Brush Fire 2
- Gas Leak 2
- Electrical Box 1

Call Areas:
- Eagle Lake 7
- Mankato Twsp. 4
- Le Ray Twsp. 4

Dan Ruschmeyer
Eagle Lake Fire Chief

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August, 2021

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

From: Brian Goettl Public Works Director

Water: We had three water shut offs repaired in total with the County Road 27/Agency St. project, two on LeSueur Ave. and 2nd St. S. and one on Linda Dr. and Diane Dr.
KLM Engineering was here on July 19th, and we drain the water tower so they could clean and inspected the interior of the tower and we will be receiving a report on the condition of the interior and exterior. We have this done every 3 years.

Sewer: We are doing our regular maintenance and inspections on our 4 lift stations adding a degreaser for preventive maintenance.
Overline & Son will be cleaning and televising about 10,000 feet of sewer line this month. We do a preventive maintenance of rotating cleaning and televising of about 10,000 feet of sewer line and cleaning our 4 lift stations a year.

Streets: WW Blacktopping started on some street repairs, and we replaced some curb on Creekside Dr. and must wait 14 days for the concrete to cure so they should be back in town soon. We will have some additional street pathing with the shut off repairs and other repairs noticed to be done.
We have sidewalks and streets for crack sealing measured out to send out for bids.

Parks: The Park signs and doggie pot have been installed; we may have to adjust the one on Thomas down a little if it seems too high.
I will be getting bids for hydro seeding the area at Eagle Heights Park to be done this fall.

Storm Sewer: I will be getting bids for a new leaf vac and a game plan together for this year's collection.

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

Brian K. Goettl

Brian K. Goettl

BUILDING PERMITS 2021

HOUSE #	STREET	VALUE	Project Description
112	Parkway Ave.	$ 150,000.00	Alterations/basment finish/windows
103	Linda Ct.	$ 5,252.00	Windows
529	LeSueur Ave.	$ 8,000.00	Bathroom plumbing
102	Hawk Ave	$ 7,000.00	Deck
129	Second St N.	$ 12,240.00	Garage
444	Thomas Dr.	$ 12,500.00	Reroofing
237	Joan Ln	$ 4,000.00	Windows
401	Thomas Dr.	$ 13,940.00	Reroofing
205	Blace Ave.	$ 19,000.00	Windows
107	598th Ave	$	New contruction-commercial
413	Thomas Dr.	$ 14,300.00	Reroofing

Zoning Permits 2021

Zoning #	Address	Type
21-24	100 Falcon Ct	Enlarge driveway
21-25	217 Connie Ln.	Replace driveway/sidewalk
21-26	225 Ann Dr.	Combined w/ building permit 21-73
21-27	115 Connie Ln	Fence
21-28	109 Linda Dr	Shed
	205 Blace Ave	Replace driveway Cobined with building permit 21-110
21-29	529 LeSueur Ave.	Fence

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

August 2, 2021

To: Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Certification of Unpaid Snow Removal Charge as Special Assessment

Typically, unpaid charges are certified for collection as special assessments to the county auditor in November of each year. Listed below is a special assessment for unpaid snow removal charges totaling $125.00. The front office was made aware of the possibility of the property being sold and that is why this unpaid charge is included this evening for certification to Blue Earth County instead of waiting until November.

Below is a listing of a special assessment to be certified to the county auditor for collection with property taxes:

Parcel ID	Unpaid Snow Removal Charges
R12.10.18.128.007	$125.00

A motion is necessary to certify the unpaid charges to Blue Earth County as a special assessment for parcel R12.10.18.128.007 for collection with property taxes.

Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Angela and Rick DeMartini with Bella's House of Doodles

Angela and Rick DeMartini, owners of Bella's House of Doodles, will be attending this evening's meeting to discuss their plans for the construction of the main commercial building and a garage/shed at 107 598th Avenue in Eagle Lake, and to request an exception to the building permit process to accommodate their timeline.

For purposes of providing background, a building permit application was recently received for 107 598th Avenue for a shed only with the use of property listed as "storage and kennel use". Absent from the application was information for the main commercial building. Per a phone call to the applicants, the applicants explained that they anticipate completion of the "shed" by October 1, 2021, and completion of the "main commercial building" by November 30, 2021. As was explained to the DeMartini's, the CUP was approved to operate a kennel business in a B-1 Business District with conditions attached to the CUP. Included in the approved plan was a commercial facility for operations and a garage/shed building for products and equipment. The shed would not be approved for use by itself and cannot be the only structure on the property since it was not approved for use as the kennel. The shed is an accessory to the principal structure, the commercial facility.

To approve the building permit application, the final plans for the main commercial building need to be submitted for review. I review the site plan as zoning administrator to make sure all setbacks are met and that building materials are in line with city code and any other zoning regulations in the business district, while the building inspector will review the design/plans and ensure compliance with state building code. Until the building permit process has been completed, no digging can occur as it relates to the proposed buildings. What is needed is the final plans for the main building to process the building permit application for both the main building and garage.

Discussion should ensue.

Attached are miscellaneous supporting informational items.

Jennifer J. Bromeland

Jennifer J. Bromeland
City Administrator

589CR267
CERTIFIED, FILED AND/OR RECORDED ON
04/19/2021 12:53 PM
BLUE EARTH COUNTY, MN
MICHAEL STALBERGER COUNTY RECORDER
PROPERTY AND ENVIRONMENTAL
RESOURCES DIRECTOR
REC FEE: 46.00 EXEMPT: N
MRT PD: EXEMPT: N/A
SPLIT-CURRENT TX PD: N/A
PAGES: 4

City of
Eagle Lake
4pgs
due

Tx:415796

STATE OF MINNESOTA

) Authenticating Certification

COUNTY OF BLUE EARTH

I, the undersigned, being duly qualified on behalf of the City of Eagle Lake, certify that the attached Conditional Use Permit, is a true copy of the original, of which is on file at the City of Eagle Lake.

This document was drafted by Jennifer J. Bromeland, City Administrator for the City of Eagle Lake.

Dated this 14th day of April 2021.

Jennifer J. Bromeland
City Administrator
City of Eagle Lake

SEAL
AFFIXED

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City of Eagle Lake
Resolution No. 2021-15
Conditional Use Permit

A Resolution Approving a Conditional Use Permit (CUP) Application for 107 598th Avenue (R12.09.12.476.005) for the placement of a commercial facility in a "B-1 Community Business District" that will be used for indoor dog kennels, dog breeding and daycare, dog grooming services, show room with dog products, outdoor excercise area for dogs, and veterarian services with temporary sleeping quarters.

The property for which the CUP is sought is legally described as follows: Lot 2, Block 1, Eagle Lake Commercial Center, according to the plat there of on file and of record with the Blue Earth County Recorder, which lies southerly of the following described line: Commencing at the southwest corner of said Lot 2; thence North 00 degrees 24 minutes 56 seconds West, (Minnesota County Coordinate System – Blue Earth County Zone – HARN NAD83-1996), along the west line of said Lot 2, a distance of 156.60 feet to the point of beginning; thence South 75 degrees 37 minutes 37 seconds East, a distance of 158.87 feet to a point on the easterly line of said Lot 2 and there terminating. Containing 19,249 square feet. An easement of 20.00 feet in width lying over, under and across that part of Lot 2, Block 1, Eagle Lake Commercial Center, according to the plat there of on file and of record with the Blue Earth County Recorder, the center line of which is described as: Commencing at the southwest corner of said Lot 2; thence North 00 degrees 24 minutes 56 seconds West, (Minnesota County Coordinate System – Blue Earth County Zone – HARN NAD83-1996), along the west line of said Lot 2, a distance of 156.60 feet to the point of beginning; thence South 75 degrees 37 minutes 37 seconds East, a distance of 123.44 feet to the point of beginning; thence North 14 degrees 39 minutes 43 seconds East, a distance of 164.29 feet to a point on the southernly line of the northerly 10.00 feet of said Lot 2; thence South 75 degrees 20 minutes 18 seconds East, along said southerly line, a distance of 36.07 feet to the point of intersection with the easterly line of said Lot 2 and there terminating (see parcel B on the attached surveyor's description).

WHEREAS, the City of Eagle Lake held a public hearing at the March 15, 2021 Planning Commission meeting for a Conditional Use Permit (CUP) application from Angela DeMartini of 107 598th Avenue for a conditional use allowed in the B-1 Community Business District and classified as "other commercial uses determined by the City Council to be of the same general character as permitted and conditional uses listed above and found not to be deterimental to existing uses and to the general public, health, safety, and welfare"; and

NOW THEREFORE, BE IT RESOLVED, by the City Council on the City of Eagle Lake, Minnesota, that the CUP application from Angela DeMartini of 107 598th Avenue (R12.09.12.476.005) for a commercial facility for indoor dog kennels, dog breeding and daycare, dog grooming services, show room with dog products, outdoor exercise area for dogs, and veterarian services with temporary sleeping quarters be approved with the following conditions:

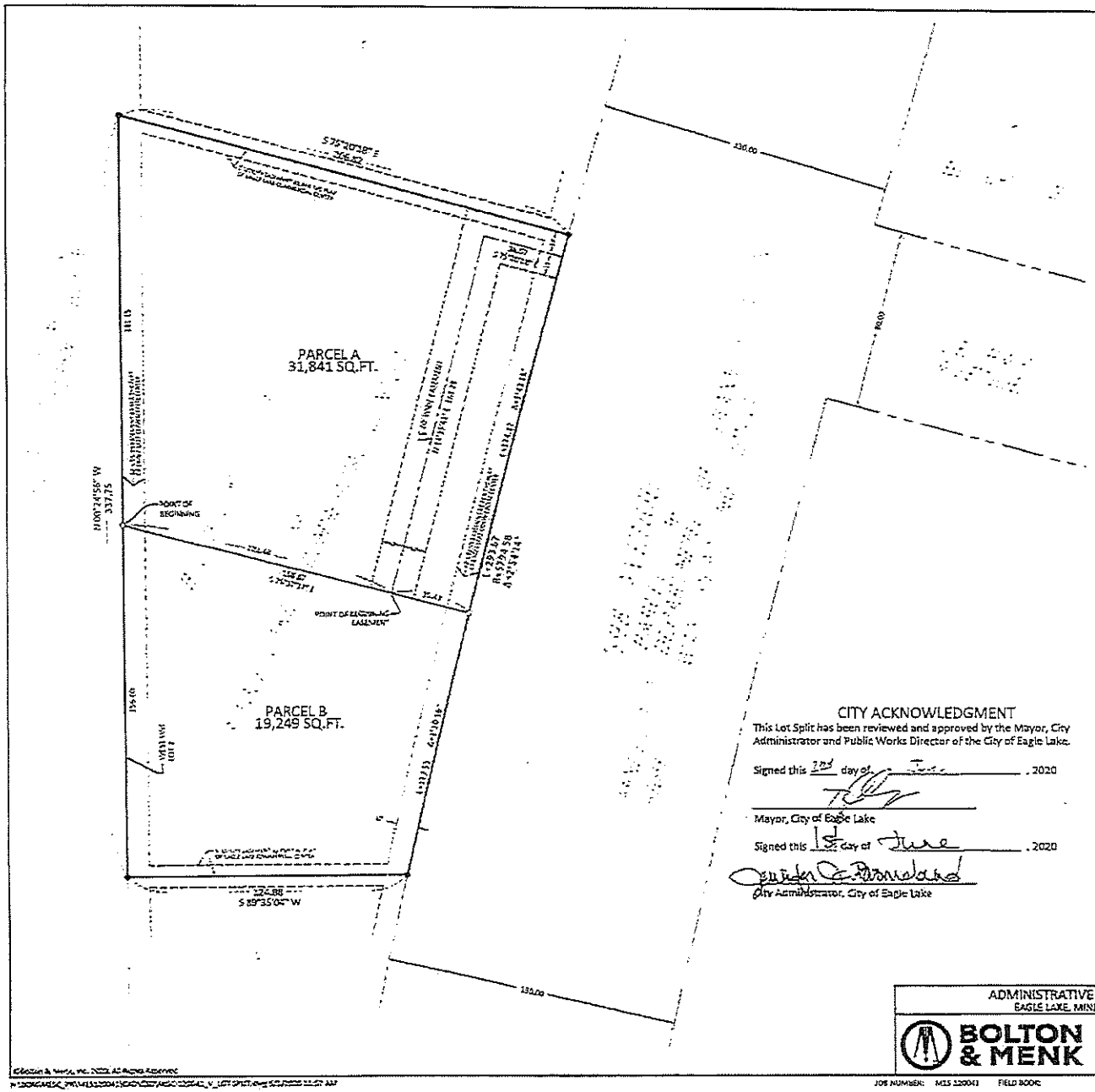
1. Walls must be sound proof.
2. Weekly pickup of fecal waste from site.
3. Odor proof containers for fecal waste storage.

4. Rodent proof food containers.
5. Ventilation system installed.
6. Surprise inspections.
7. Sleeping quarters are not allowed to be used as a residence or for a period in excess of 7 consecutive days.
8. The entire business must be enclosed with the exception of limited use to walk or train the dogs in an outdoor fenced in area. Fence must be routinely inspected and properly maintained.

Adopted by the City Council of Eagle Lake, Minnesota, this 5th day of April 2021.

Tim Auringer
Mayor

Jennifer J. Bromeland
City Administrator



DESCRIPTION
Parcel A

That part of Lot 2, Block 1, Eagle Lake Commercial Center, according to the plat there of on file and of record with the Blue Earth county Recorder, which lies northerly of the following described line:

Commencing at the southwest corner of said Lot 2; thence North 00 degrees 24 minutes 58 seconds West, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the west line of said Lot 2, a distance of 156.60 feet to the point of beginning; thence South 75 degrees 37 minutes 37 seconds East, a distance of 158.87 feet to a point on the easterly line of said Lot 2 and there terminating. Containing 31,841 square feet.

DESCRIPTION
Parcel B

That part of Lot 2, Block 1, Eagle Lake Commercial Center, according to the plat there of on file and of record with the Blue Earth county Recorder, which lies southerly of the following described line:

Commencing at the southwest corner of said Lot 2; thence North 00 degrees 24 minutes 58 seconds West, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the west line of said Lot 2, a distance of 156.60 feet to the point of beginning; thence South 75 degrees 37 minutes 37 seconds East, a distance of 158.87 feet to a point on the easterly line of said Lot 2 and there terminating. Containing 19,249 square feet.

DESCRIPTION
Easement

An easement 20.00 feet in width lying over, under and across that part of Lot 2, Block 1, Eagle Lake Commercial Center, according to the plat there of on file and of record with the Blue Earth county Recorder, the center line of which is described as:

Commencing at the southwest corner of said Lot 2; thence North 00 degrees 24 minutes 58 seconds West, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the west line of said Lot 2, a distance of 156.60 feet; thence South 75 degrees 37 minutes 37 seconds East, a distance of 123.44 feet to the point of beginning; thence North 14 degrees 39 minutes 43 seconds East, a distance of 164.28 feet to a point on the southerly line of the northerly 10.00 feet of said Lot 2; thence South 75 degrees 20 minutes 18 seconds East, along said southerly line, a distance of 26.07 feet to the point of intersection with the easterly line of said Lot 2 and there terminating.

CITY ACKNOWLEDGMENT

This Lot Split has been reviewed and approved by the Mayor, City Administrator and Public Works Director of the City of Eagle Lake.

Signed this 1st day of June, 2020

Mayor, City of Eagle Lake

Signed this 1st day of June, 2020

City Administrator, City of Eagle Lake

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael M. Gerrits
License Number 48564

05/19/2020
Date

Horizontal Datum: HARN 1996 County Coordinate System

ADMINISTRATIVE LOT SPLIT
EAGLE LAKE, MINNESOTA

BOLTON & MENK

1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

LOT 2, BLOCK 1, EAGLE LAKE COMMERCIAL CENTER

FOR: SCOTT BORNHOLDER

JOB NUMBER: M15 120041 FIELD BOOK: DRAWN BY: NPW

LL

BUSINESS PLAN

Bella House Of Doodles, LLC;
107 598th Ave, Eagle Lake, Minnesota 56024
January 15, 2021

507-822-3393

website: bellashouseofdoodles.com

Executive Summary

The Business

Our family, lost our beloved labradoodle in the winter of 2015. It was heart breaking and emotionally devastating as she was part of our family. She served as a emotional support dog and brought comfort and healing to our family members.

In loving memory of Bella, I wanted to give back to people in need. Those hurting and suffering from arry of circumstances along ponding the all great family dog.

To honor our Bella, Bella's House of Doodles evolved and has grown by word of mouth.

On January 15, 2021 our family business was turned into an Limited Liability Company, [LLC.]

The Management

Management structure of the day to day operations will be run by Angela DeMartini..

The Goals and Objectives

At Bella's House of Doodles, we raise the finest designer Doodles. We pride ourselves on raising non-shedding, non-allergenic family loving companions.

Many of our Fur babies have gone off to be service and therapy dogs.

We do intensive puppy training using puppy culture and eary neurological stimulation protocols, to get our puppies off to the best start in life.

The Product

With our new facility, we will be able to offer;

1. The finest designer Doodles;

2. Puppy training classes using our proven Baxler & Bella courses;

3. Grooming services of all ages to our current and future costumers;

4. Doggie daycare with boarding facilities;

5. Show room filled with our Outstanding line of Puppy/Dog bathing Products, health & wellness line, Dog Food, Online Training Programs, Dog clothes and Dog apparel shirts and hats;

6. On staff Veterinarian or Veterinary Technician to provide Trans Cervical insemination, Progesterone testing, ultrasound procedures, Miro Chip and registration, Neo Par, Bordetella , and Solo Jec 5 vaccines.

The Target Market

At the present time we have animals in a 7 state area, Our mission is to have our designer puppies in every state. We curranty have a puppy flight nanny that fly's around the country delivering our puppies to customers who will met the flight nanny at the destination airport. Our puppies fly's in cabin with the nanny.

Ownership Background

Angela J DeMartini (owner):

6 years of a Doodle expert/trainer/breeder.
15 years of customer relations.

***Company* Management Structure**

Management structure of the day to day operations of the business will be by Angela DeMartini and would be involved in all aspects of the business: The Creation of designer doodles, doggie day care, grooming and veterinarian services.

The business will have a full -time Veterinary or Veterinary Technician, a Grooming Technician, Administration Assistant, Operations Manager, and Dog Specialists.

Organizational Timeline

At the Moment we are Renting a facility in Eagle lake, MN., and using our guardianship program for our dogs. In the Spring of 2021 we will start construction of a new kennel [40' X 60'] commercial building that will give us enough room for . 8 dogs. We also will be building a [40' X 60'] Pole Barn Shed for our warehouse. We will construct fencing in areas for our dogs to run/play. Construction of the facility should be completed by Nov of 2021 or soon, weather dependent of course....

Company Assets

Bella' House of Doodles substantial assets are at 25 breeding animals, our 30 x 50 Barn, Backup generator, l.p. 4500 pressure washer, kennel fencing, 2017 Nissan Amada, computers, electronics, animal doors, animal kennels, feeders, waters, tools, training programs, products, tool cat with attachments, cam am defender and veterinary equipment.

Location Analysis

Bella's House of Doodles advantage is our location in southern Minnesota, and hour and a half from the twin cities and Minneapolis/St. Paul Airport.
Our furry friends are born and raised in a loving atmosphere, with room to run and develop there unique skills...

Established Customers

Over the years Angela has established customers by word of mouth throughout the united states.

Bella's House of Doodles customers have return to purchase again after there first initial purchase..

Advertising

Signs on our facility, face book, web site, twitter, and animal sites.

Operations

Staffing

The business will have a full -time Veterinary or Veterinary Technician, a Grooming Technician, Administration Assistant, Operations Manager, and Dog Specialists.

Facilities

The Business plans to construct a 40' x 60' commercial building and a 40' x 60' pole barn, located at 107 598th Ave, Eagle Lake, MN 56024. The commercial building would hold the office that the President would operate the business from.

It would have 8 indoor kennels and 8 outside kennel runs which would be used by the mama dogs and there puppies. In addition, there will be 8 indoor kennels for use by the daycare potion of the business. The breeding and daycare care portions of the business will be housed in separate areas of the facility. The daycare portion would also have a fenced outside area with artificial turf to allow the dogs to play outside. The indoor space will be heated and air conditioned.

The facility would have a room dedicated to its grooming services, show room with products, and another room dedicated to veterinarian services for dogs.

The 40' x 60' pole barn will be warehouse for products and equipment.

It is anticipated the construction of these buildings could be completed within 6 months based on approval of construction permits by the City of Eagle Lake.

Licensing and Permitting

Currently the business is working with the State of Minnesota to obtain a license to be a commercial breeder. The Business has applied and received a license from the City of Eagle Lake to operate at 105 598th Ave, Eagle Lake, MN 56024.

Established Market

Bella's House of Doodles uses several social media's sites to promote and advertise our puppies on face book and Instagram. Many of our puppies have their own Instagram accounts and followers.... We here at Bella's House of Doodles have a closed face book page for families that have gotten puppies from us in the past. Its a great way to stay in touch, set play dates and keep up with litter mates. We have an extremely large follower base that has grown over the years, with **MANY** referrals and repeat customers. Many of our families have more than one doodle from us.

Competitors Analysis

What sets Bella's House of Doodles different from our competitors is **WE** here have a kennel free approach to this industry. Its important to us here to provide a loving caring puppy to our customers, and that our customers knowingly are getting a puppy that is in the most humanly way possible. Our difference is, we started with a few hand selected, health tested [via Paw print forensics and/or Embark], great disposition, and lineage to start our breeding program. With much consideration and love for our dogs, we have come up with a guardianship home program, that allows us to carry on our lines without having many dogs in kennels, or retiring and rehoming a older mamma dog.

On occasion we will keep back a puppy or two to carry on the parents lines. We will offer one of these puppies up to a family to raise as their own.[we provide all veterinarian needs along with grooming while under contract with us].

We retain the breeding rights under a contract. As per to our contract, families would get their puppy for no cost at 8 weeks or as soon as one becomes available.

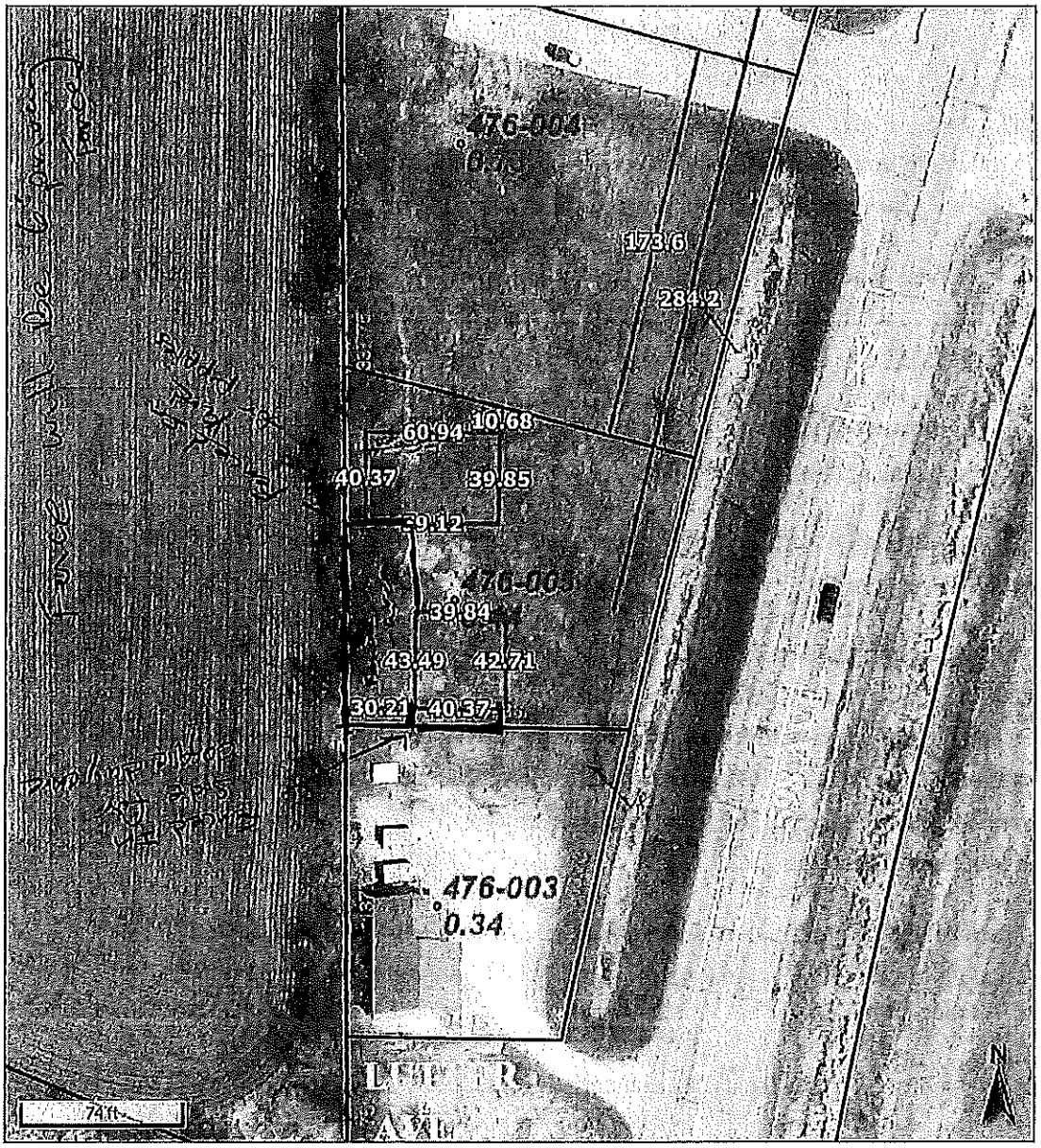
When the female dog goes through their first heat cycle, around 1 year, we will breed them on their second cycle, around 1 1/2 years of age.

We would make arrangements for the family to drop off the female dog, we would do either a natural breeding or Trans Cervical Insemination. After a few hours, the female dog can be picked up and go home... 35 days later the female dog would return for an hour so we can do a ultrasound and check on pregnancy. Once again the female dog would go back home and return one week prior to having puppies. We will warp her litter and return the female dog at 7 weeks. The families, occasionally visit their mama dog and see the puppies.

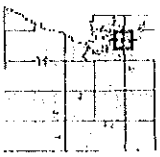
The female dogs come into heat approximately every 6 months. In our contract we retain the right to breed 2 litters, but up too 4 litters. This would vary on special conditions such as a single pup or complication where we would lose a litter.

Once the contract is fulfilled, we pay for the spay or neuter and release any rights. Its been a win win, as the family is getting a high quality, health tested and outstanding temperament fur member, and we are not rehoming an older dog as well as we are able to carry on our lines.

BLUE EARTH COUNTY



Overview



Legend

Parcel Point Urban

- Centroid
- Non Centroid

Parcel Links

Monument

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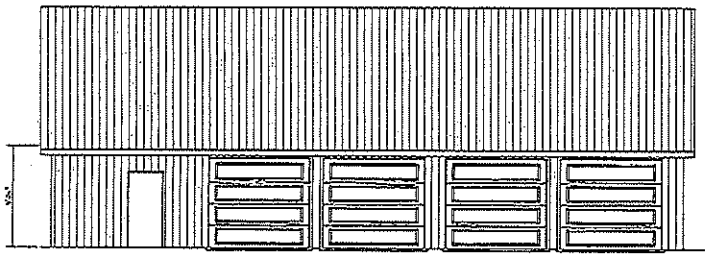
Last Data Uploaded: 1/14/2021 6:23:27 AM

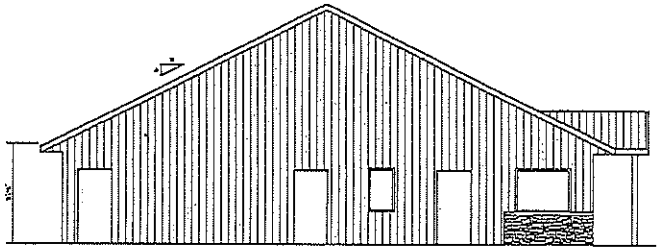
Developed by Schneider GEOSPATIAL

83



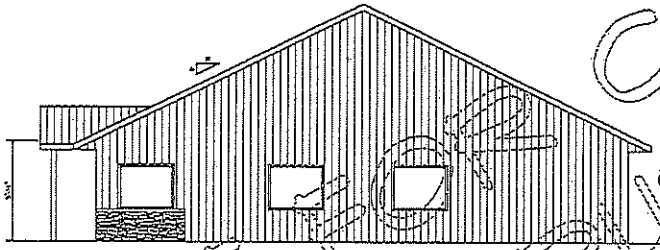
REAR ELEVATION

SCALE: 1/8" = 1'-0"



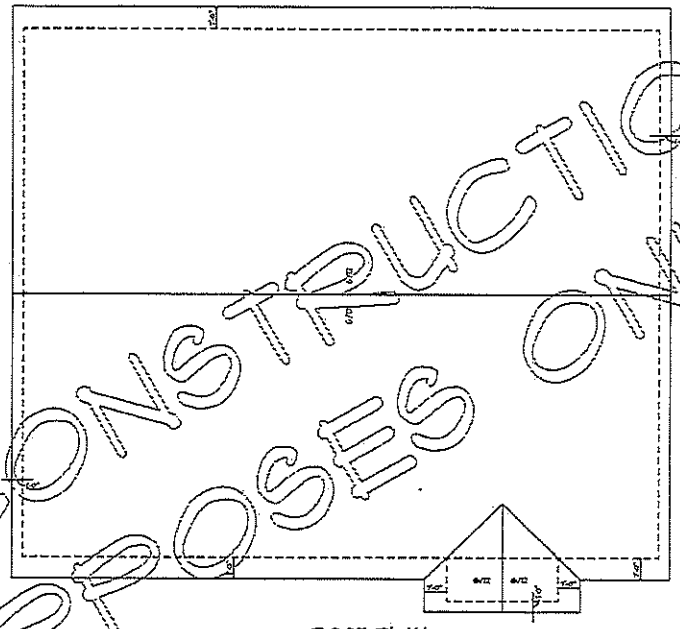
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



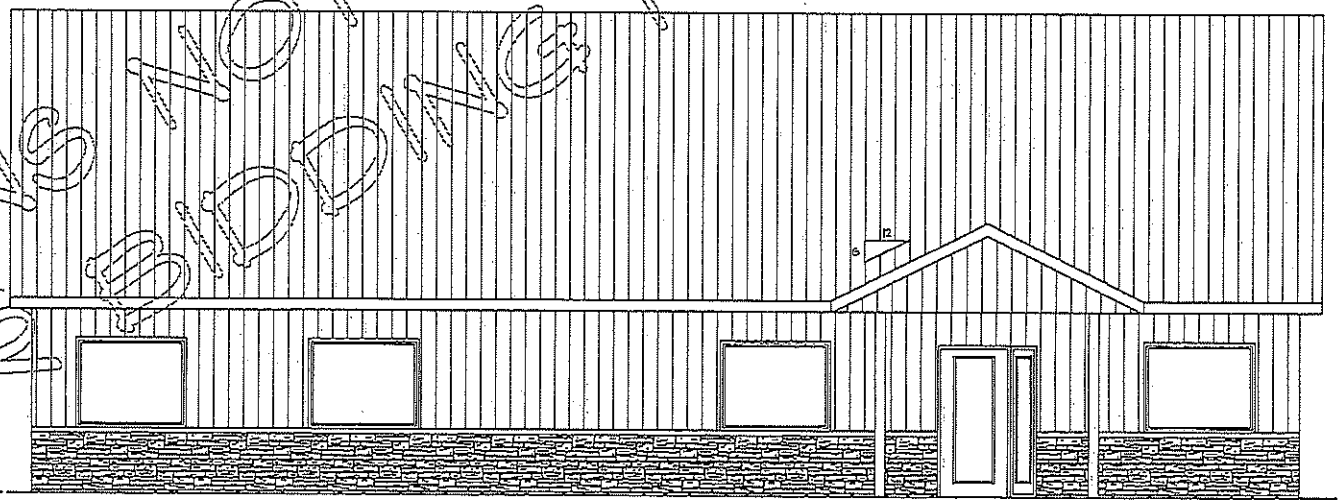
RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



ROOF PLAN

SCALE: 1/8" = 1'-0"

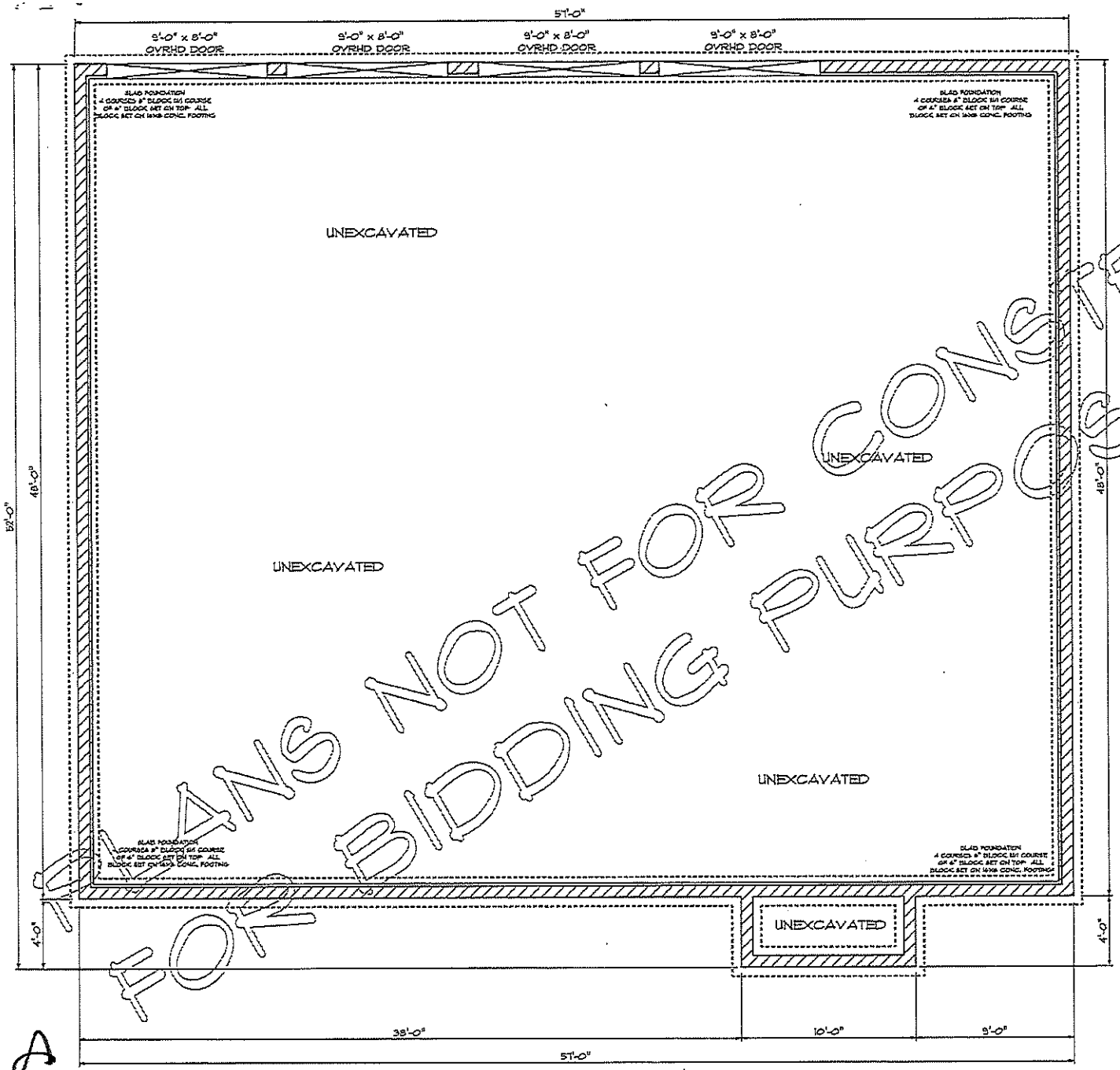


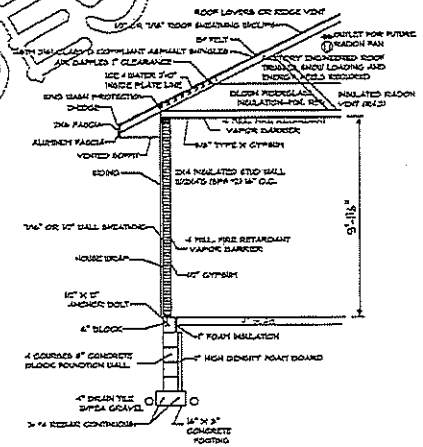
A1

BUILDERS FIRST SOURCE

BUILDERS FIRST SOURCE IS NOT RESPONSIBLE OR PROVIDING A PERSONAL AUDITOR 011

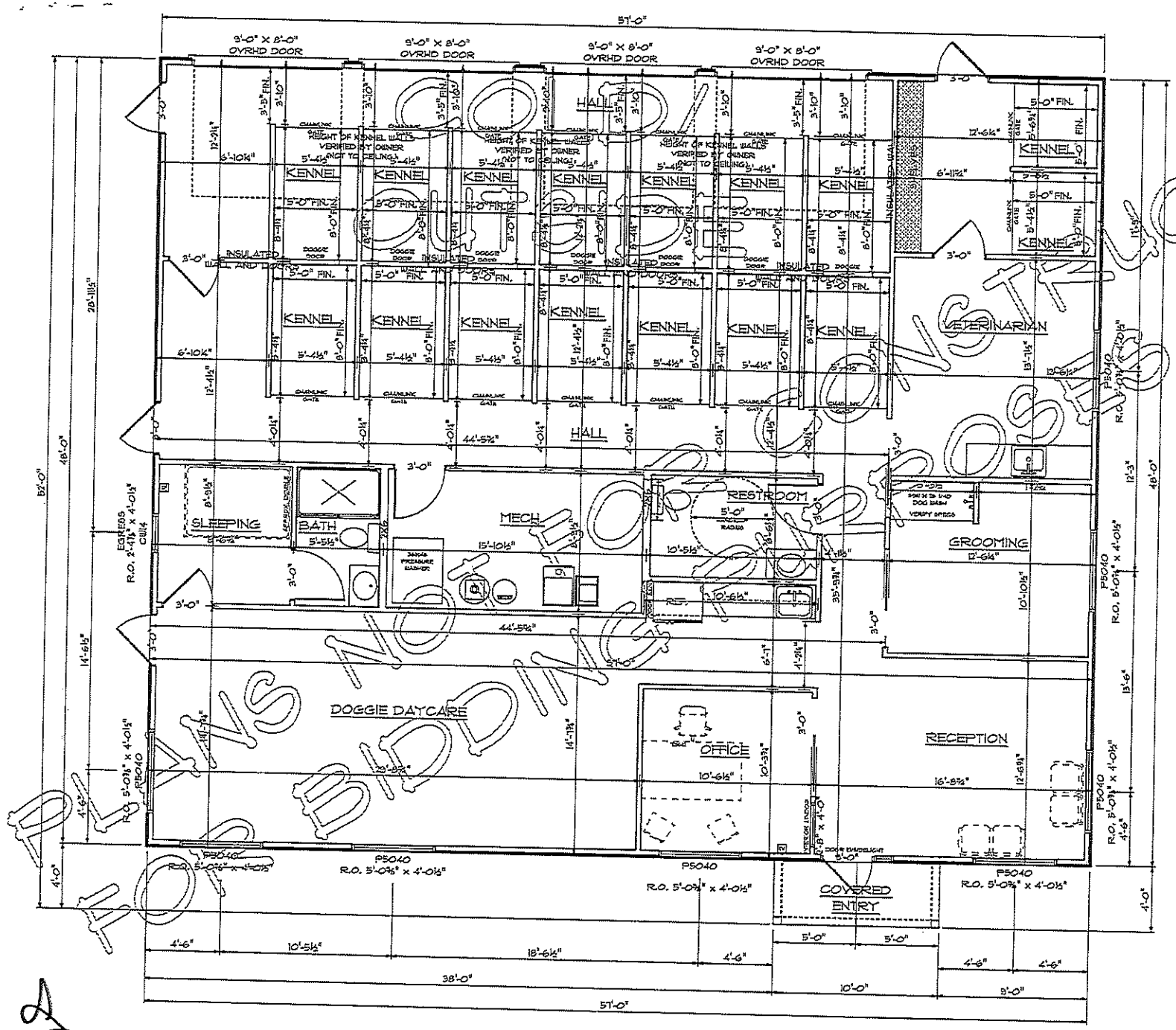
FOR: BELLA'S HOUSE OF DOODLES
DEMARTINI 507-822-4187





PLANS FOR: BELLA'S HOUSE OF DOODLES

A5



VERIFY ALL EQUIPMENT AND FURNITURE SIZES

9'-1 1/8" PLATE HEIGHT
2X4 EXTERIOR WALLS

BUILDERS FIRST SOURCE

PLANS FOR: BELLA'S HOUSE OF DOODLES

RICK DEMARTINI 507-822-4187

rdprose@hc.com

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CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: City Property Needed for Fiber Cabinet for MetroNet

Steve Mohr, Project Director with MetroNet, will be at this evening's meeting to request a utility easement to place a fiber cabinet on City property as depicted on the attached drawing. The fiber cabinet is needed in Eagle Lake to feed fiber services to the entire community. According to MetroNet, the site size would be around 27 feet long by 9 feet wide.

As per the Section II.C. of the attached Letter Agreement with MetroNet, if the City and MetroNet identify a mutually acceptable City owned site, the City will sell or enter a long-term lease or license such property to MetroNet. Legal counsel was consulted and recommends a long-term lease versus dividing up the parcel since the site size is small. City staff will obtain the legal description and send to legal counsel to draft the utility easement.

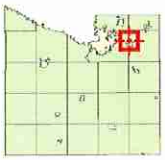
Discussion should ensue as to monetary compensation for the long-term lease.

A motion is necessary to approve a long-term lease and utility easement for this purpose.

Jennifer J. Bromeland
City Administrator

BLUE EARTH COUNTY

Overview



Legend

Parcel Point Urban

- Centroid
- Non Centroid

Tax Parcels

Monument

Date created: 7/14/2021
Last Data Uploaded: 7/14/2021 6:26:31 AM

Developed by Schneider GEOSPATIAL

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28

METRONET™

February 16, 2021

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

Re: Letter Agreement

Dear Ms. Bromeland:

Metro Fibernet, LLC ("MetroNet") constructs and operates fiber-to-the-premises networks (each an "FTTP Network") for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 90 communities in 9 states. The City of Eagle Lake, MN ("City") wishes for MetroNet to deploy an FTTP Network throughout the City for purposes of providing fiber based communications services to residents and businesses ("Project"). MetroNet is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MetroNet with such assurances as more particularly set forth in this letter agreement ("Agreement"). MetroNet and the City are sometime referred to herein collectively as the "Parties", each individually a "Party".

I. MetroNet Project Commitments

A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet.

B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:

(1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.
(2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.

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(3) Fiber Internet. Incredibly fast symmetrical Internet speeds up to 1/1 Gbps.

(4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet's Internet service and the ability to utilize wireless video set top boxes.

C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:

(1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.

(2) Fiber Internet. Incredibly fast symmetrical Internet speeds of 1/1 Gbps and beyond.

(3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.

D. Project Timeline. MetroNet will use commercially reasonable efforts to complete the Project within eighteen months of the commencement of physical construction in the City.

II. City Project Commitments.

A. Construction Permits. The Parties agree that Exhibit A sets forth all of the information the MetroNet will be required to submit to the City to obtain a construction permit from the City. Within 30 days of the submittal of an application for a construction permit, the City will issue MetroNet a single blanket construction permit to install aerial and underground facilities throughout all City controlled right-of-way. The City agrees that there shall be no cost to obtain any construction permit. Other than as set forth in this paragraph, MetroNet will not be required to pay any additional fees, post any bonds or letters of credit or otherwise obtain any additional permits from the City to install aerial and underground facilities in the City. The City shall take reasonable steps, including hiring additional personnel if necessary, to meet its obligations under this paragraph.

B. Construction Procedures. The Parties agree to adhere to the construction procedures set forth in Exhibit B during construction of the FTTP Network.

C. Property. At MetroNet's request, the City will use reasonable efforts to facilitate MetroNet's efforts to find excess City property to locate an equipment hut and a monopole and related equipment for the reception of video signals ("Hut Site"). If the Parties identify a mutually acceptable City owned site, the City will sell or enter into a long term lease or license such property to MetroNet for nominal consideration, subject to compliance with all applicable laws including City codes and ordinances. Any lease or license would be long term.

Hut site - NA
Cabinet to be used JMC
JB, '91

D. Solicitation. MetroNet will be allowed to conduct door-to-door consultative sales in the City between the hours of 10 AM and the later of 7 PM or sunset. All such sales activity shall be conducted in accordance with applicable laws and City ordinances.

E. City Business. Upon the expiration of any current agreement with a third party who currently provides the City with any phone, video, Internet or other communications service, the City will notify MetroNet and give MetroNet an opportunity to obtain the contact to provide such services to the City in accordance with all applicable laws and ordinances including, but not limited to, any RFP and bidding requirements.

F. Video Franchise. Video services will not be formally offered until the City has issued a formal video franchise for service within the City limits, which franchise will be negotiated between the Parties as soon as reasonably practical.

G. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MetroNet, and neither Party will be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing.

H. Entire Agreement Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing regarding the subject matter of this Agreement. Without limiting the foregoing, the Parties acknowledge that, in cases of conflict, their mutual intent is for the terms of this Agreement to supersede any contrary terms or provision in any City ordinance or franchise agreement between the Parties. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

I. Applicable Law. This Agreement will be governed by all the laws of the State of Minnesota without regard to the choice of law provisions thereof.

J. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Blue Earth County, Minnesota for purposes of adjudicating any matter arising out of or relating to this Agreement.

K. No Third Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Accepted and agreed to as of the date first written above.

MetroNet

By: _____

City of Eagle Lake, MN

By: Jennifer J. Bromeland
City Administrator

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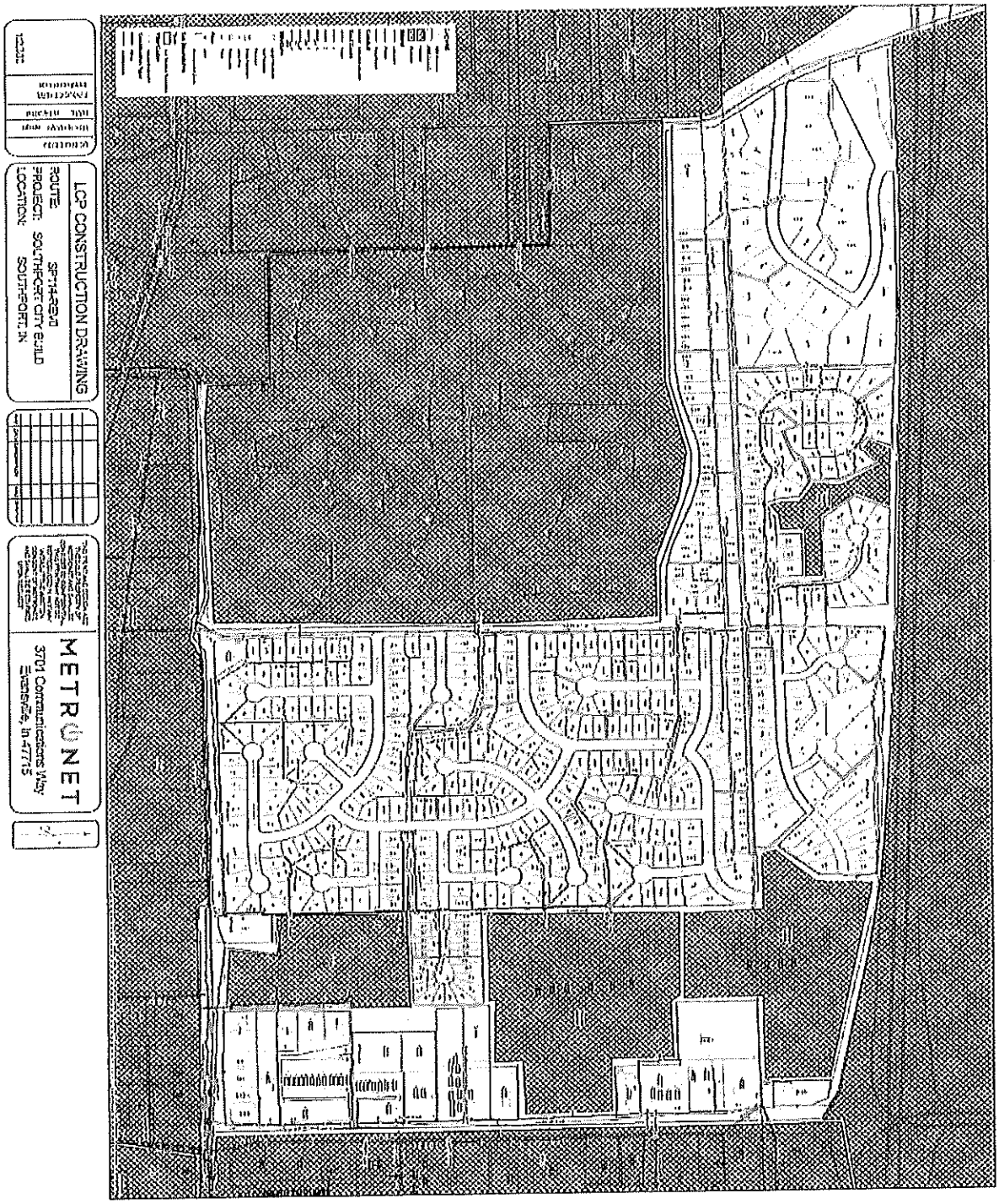
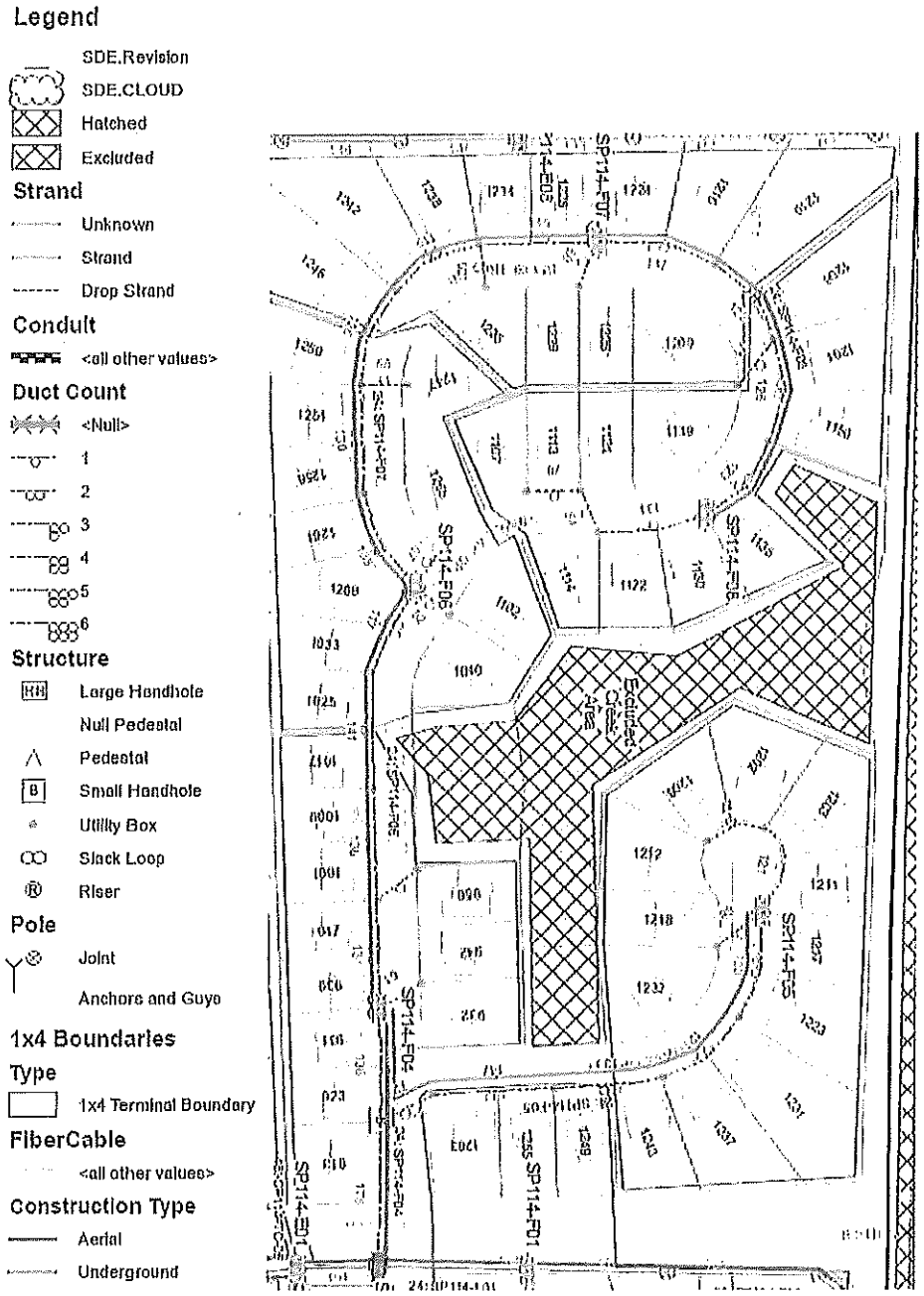
EXHIBIT A
Construction Permit Information

Sample Construction Drawings



94

Example Front Easement



95

Example Aerial

Legend

- SDE.Revision
- SDE.CLOUD
- Hatched
- Excluded

Strand

- Unknown
- Strand
- Drop Strand

Conduit

- <all other values>

Duct Count

- <Null>
- 1
- 2
- 3
- 4
- 5
- 6

Structure

- Large Handhole
- Null Pedestal
- Pedestal
- Small Handhole
- Utility Box
- Slack Loop
- Riser

Pole

- Joint
- Anchors and Guys

1x4 Boundaries

Type

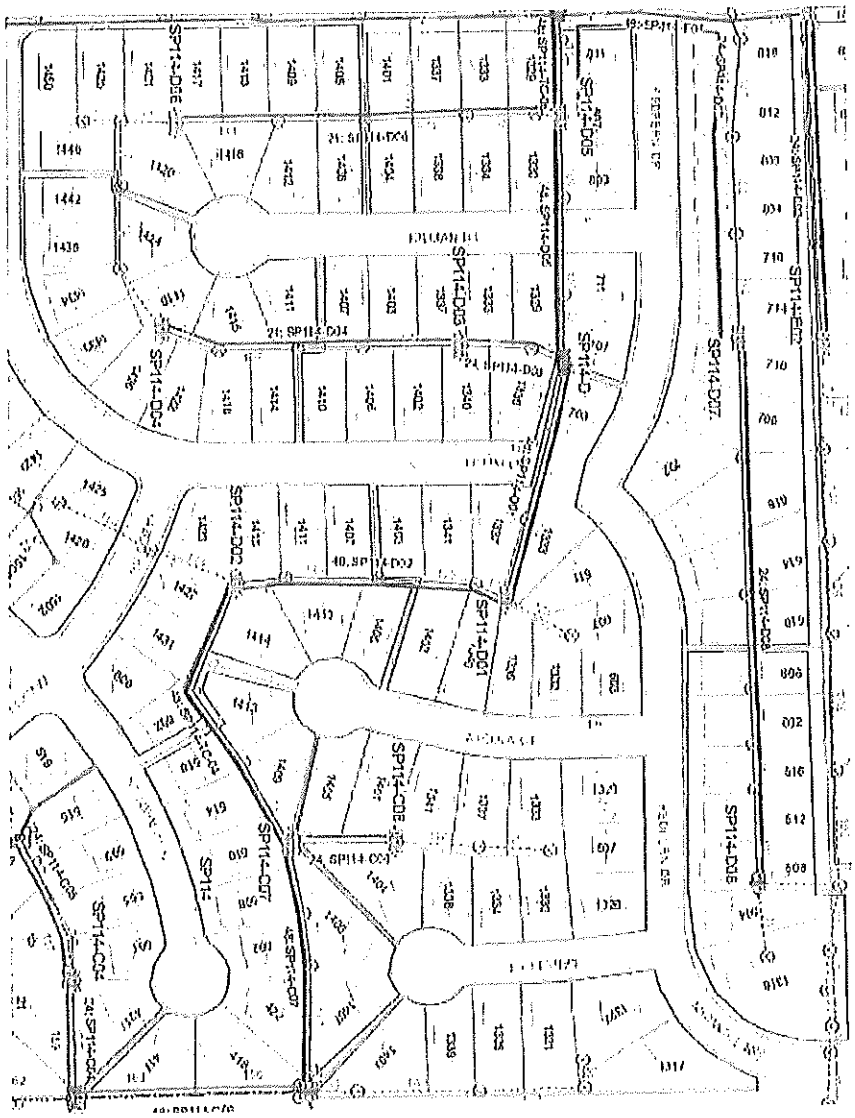
- 1x4 Terminal Boundary

FiberCable

- <all other values>

Construction Type

- Aerial
- Underground



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Example Rear Easement

Legend

- SDE.Revision
- SDE.CLOUD
- Hatched
- Excluded

Strand

- Unknown
- Strand
- Drop Strand

Conduit

- <all other values>

Duct Count

- <Null>
- 1
- 2
- 3
- 4
- 5
- 6

Structure

- Large Handhole
- Null Pedestal
- Pedestal
- Small Handhole
- Utility Box
- Slack Loop
- Riser

Pole

- Joint
- Anchors and Guys

1x4 Boundaries

Type

- 1x4 Terminal Boundary

FiberCable

- <all other values>

Construction Type

- Aerial
- Underground

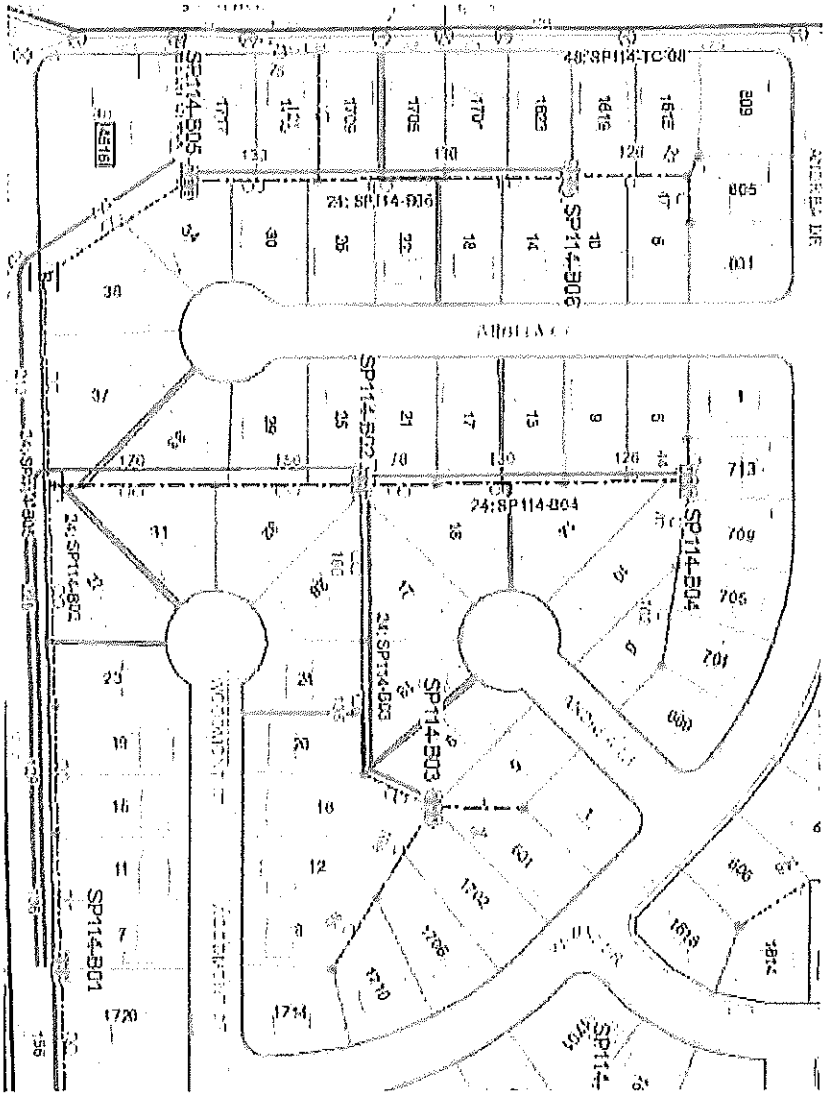

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EXHIBIT B

Construction Procedures

A. Utility Poles. Subject to the following requirements, MetroNet will have the ability to place utility poles in the City rights-of-way and utility easements on a limited basis:

(1) MetroNet will not seek to install a utility pole in any areas of the City where all of the utilities are located underground;

(2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;

(3) any requested utility pole will be added to an existing utility pole line;

(4) any requested utility pole will be located on the same side of the road as an existing utility pole line;

(5) MetroNet will make reasonable accommodations requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;

(6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;

(7) MetroNet will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;

(8) If a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and will remove the MetroNet utility pole from the right-of-way.

B. Underground Construction. When installing its facilities underground, MetroNet will install its fiber utilizing boring technology and procedures. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to City approval, which approval will not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned or delayed, MetroNet may install its fiber utilizing open trench or micro-trenching technology and procedures.

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C. Utility Location Procedure. The Parties agree that the following procedure will be exclusively used any time MetroNet is required to insert a hole in a driveway, walkway or street to locate other utilities under and across paved or concrete surfaces. MetroNet will utilize an 8" minimum core drill to remove the pavement and then remove debris utilizing a vacuum excavator to visually expose the path to cross the street. After the crossing is completed, the excavated pothole will be backfilled with a flowable stabilized sand/cement slurry mix comprised of at least 2 bags/yard of cement to completely fill the excavation hole to the depth of the existing pavement. Where possible the core plug removed to access the pothole will then be cleaned and coated with epoxy resin around the outside surface of the plug and replaced in the excavation hole so that it is even with the top of the existing surface of the driveway, walkway or street.

D. Restoration. MetroNet will use commercially reasonable efforts to restore property within 3 business days of the boring, subject to factors beyond MetroNet's reasonable control. Consideration will be given to the amount of restoration needed with each boring and MetroNet will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, MetroNet will inspect for any heaving that may have occurred form the boring process. Notwithstanding the foregoing, in no event will MetroNet be required to repair, replace or restore any personal property of a property owner that was improperly located in a utility easement.

E. Construction Communications Plan. MetroNet will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved permit application area:

(1) At least 30 days, but no more than 45 days, prior to the commencement of construction in a residential area, MetroNet will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities.

(2) At least 14 days, but no more than 30 days, prior to the commencement of construction in a residential area, MetroNet will send postcard reminder to the residential addresses in that area reminding occupants of upcoming construction activities.

(3) At least 3 days, but no more than 7 days, prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities.

(4) Each communication sent to a residential address will include the URL to MetroNet's construction website: metronetinc.com/construction. On this website residents can find additional information regarding the construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event MetroNet inadvertently causes damage to their property.

F. Work Hours. MetroNet and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work ("Construction Activities") from 7 AM until sunset, Monday through Friday. MetroNet and its contractors will perform all Construction Activities with the exception of boring, which will not be performed on the weekend, from 7 AM until sunset, Saturday and Sunday.

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CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

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

John Jensen, Vice President of Economic Development with MetroNet, will be in attendance to review a draft franchise agreement, a copy of which is attached. The agreement is modeled to reflect similar language in existing franchise agreements with Consolidated and Charter.

The proposed term of the franchise agreement is 15 years with periodic evaluations not less than every 5 years, and the fee would be in the amount of 3% of gross revenues.

A conference call was held to review the agreement. Those participating included Mr. Jensen, MetroNet's legal counsel, me, and the City's legal counsel.

Attached is a letter from the City's legal counsel indicating no additional changes needed.

If the City Council is ready to move ahead with adoption of the franchise agreement, a motion is necessary to schedule a public hearing for the September 13th meeting. In the meantime, City staff will post notice in the official newspaper.

Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Christopher M Kennedy <knklaw@hickorytech.net>
Sent: Friday, July 23, 2021 12:31 PM
To: Jennifer Bromeland
Subject: Metronet

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

Jennifer,

I did not see any additional changes to the franchise agreement.

Chris

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SECTION 2.080 ORDINANCES, RESOLUTIONS, MOTIONS, PETITIONS, AND COMMUNICATIONS

Subd. 1. Readings and Notification

A. Ordinances. Every ordinance and resolution shall be presented in writing. Notice of the public hearing for said ordinances shall be given in the City's official newspaper a minimum of ten (10) days prior to the hearing date and a maximum of thirty (30) days to the hearing. Every ordinance shall receive one reading before the Council prior to final adoption. An ordinance need not be read in full unless a member of the Council requests such reading.

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING AND AWARDING A NON-EXCLUSIVE CABLE SERVICE FRANCHISE TO CMN-RUS, INC., D/B/A METRONET ("METRONET"), TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CITY OF EAGLE LAKE, MINNESOTA ("CITY").

WHEREAS, after negotiations, MetroNet and the City have agreed, pursuant to applicable law, on the terms of a franchise agreement;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE LAKE, MINNESOTA:

SECTION 1. The attached Franchise Agreement between the City and MetroNet is hereby awarded, authorized and approved.

SECTION 2. This Ordinance shall take and be in force from and after its passage and publication according to law.

City of Eagle Lake,
a municipal corporation of Minnesota

By: _____
Tim Auringer, Mayor

ATTEST:

_____
Jennifer J. Bromeland, City Administrator

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CABLE FRANCHISE AGREEMENT
BETWEEN THE CITY OF EAGLE LAKE, MINNESOTA AND METRONET

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the City of Eagle Lake, Minnesota (the "City") and CMN-RUS, Inc., d/b/a Metronet ("Metronet").

WHEREAS, Metronet has applied to the City for a nonexclusive cable franchise to construct, install, maintain and operate a cable communications system in the City; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed Metronet's application; and

WHEREAS, the City has relied on Metronet's representations and has considered the information that Metronet has presented to it; and

WHEREAS, based on Metronet's representations and information, and in response to its application, the Eagle Lake City Council has determined that, subject to the terms and conditions set forth herein, the grant of a nonexclusive franchise to Metronet on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Metronet have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the City's grant of a franchise to Metronet; Metronet's promise to provide cable service to residents of the City pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Short Title and Definitions.

A. Short Title. This Franchise shall be known and cited as the "Metronet Cable Franchise".

B. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivative shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

1. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).

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2. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in the Franchise Area and designed and constructed primarily for the purpose of producing, receiving, transmitting, amplifying, or distributing video programming. System as defined herein shall be inconsistent with the definitions set forth in Minn. Stat. § 238.02, subd. 3 and 47 U.S.C. § 522(7). Notwithstanding the foregoing, the terms "Cable System" and "System" do not refer to the following:

a. a facility that serves only to retransmit the television signals of one (1) or more broadcast stations;

b. a facility that serves Subscribers without using any public Rights-of-Way;

c. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; or

d. an open video system that complies with 47 U.S.C. § 573.

3. "Cable Programming Service" means any video programming regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

a. Basic Cable Service;

b. Video programming offered on a pay-per-channel or pay-per-program basis; or

c. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service consists of commonly-identified video programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) and 47 C.F.R.§ 76.901(b).

4. "Cable Service" and "Service" means the one-way transmission to subscribers of (a) video programming, or (b) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

5. "Channel" means a single full motion video channel.

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

7. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

8. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable. This term only applies to Grantee's delivery of Cable Service.

9. "Dwelling Units" means any residential home or business that has the ability to receive Grantee's Cable Service (a) without the need for Grantee to obtain any private property rights from a third party, or (b) that doesn't already have access to Cable Service through a fiber-to-the-premises network.

"Effective Competition" means the provision of Cable Service by two (2) or more franchised providers operating pursuant to franchise in the City.

10. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

11. "Franchise" or "Cable Franchise" means this ordinance and the contractual relationship established hereby.

12. "Franchise Fee" means the fee or assessment imposed by the City on a Grantee solely because of its status as a recipient of a Cable Franchise. The term "Franchise Fee" does not include: (a) any tax, fee or assessment of general applicability; (b) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (c) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (d) any fee imposed under Title 17 of the United States Code.

13. "Grantee" is CMN-RUS, Inc. d/b/a Metronet, its agents and employees, lawful successors, transferees or assignees.

14. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles ("GAAP"), actually received by the Grantee or its affiliates arising from the operation of the Cable System for the provision of Cable Service, including installations, digital service tiers, basic cable service, expanded basic cable service, guide revenues, equipment rentals, premium services, pay-per-view (including video-on-demand), wire maintenance, late fees, miscellaneous revenue, advertising revenues, upgrade and downgrade fees, revenues generated by sales or home shopping channel(s), leased channel fees, converter and equipment rental fees. The term Gross Revenues shall not include bad debt (unless collected), or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

15. "Initial Service Area" means a geographic area that represents at least ___ (%) of the Dwelling Units in the Franchise Area.

16. "Installation" means the connection from feeder cable to the point of connection with the Subscriber Converter. This term only applies to Grantee's delivery of Cable Service.

16. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

17. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, epidemics, pandemics, acts of god, incidents of terrorism, natural disasters, civil disturbances, power outages, telephone network outages, work delays associated with waiting for other utilities to provide access to utility poles or conduit, unavailability of materials or qualified labor to perform the work, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

18. "PEG Access" means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

19. "Pay Television" means the delivery of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

20. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

21. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the Franchise Area in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

22. "Right-of-Way Ordinance" means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

23. "Standard Installation" means any residential installation which can be completed using a Drop of 150 feet or less. This term only applies to Grantee's delivery of Cable Service.

24. "Subscriber" means any Person who lawfully receives Cable Service from Grantee or over Grantee's network.

Section 2. Grant of Authority and General Provisions.

A. Grant of Franchise.

1. This Franchise is granted pursuant to the terms and conditions contained herein.

2. The Grantee shall have the right and privilege pursuant to this Franchise to own, install, construct, operate, maintain, dismantle, test, upgrade, repair, use, and remove a Cable System along, under, over, above, through or across or in any manner connected with the public Rights-of-Way of City, for purposes of providing Cable Service in the City.

3. Use of the Rights-of-Way to provide Cable Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

4. This Franchise shall be nonexclusive. Additional Cable Franchises may be granted by the City on terms and conditions which, taken as a whole, are no more favorable nor less burdensome than those imposed in previously granted Franchises.

5. Nothing in this Franchise shall be construed to prohibit Grantee from: (a) providing services other than Cable Services to the extent not prohibited by state or federal law; or (b) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all its rights to regulate such other non-cable services to the extent not prohibited by state or federal law and no provision herein shall be construed to limit or give up any right to regulate.

B. Lease or Assignment Prohibited. Other than for the provision of commercial leased access and/or provision of access over an open video system, no Person may lease Grantee's network for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9(E).

C. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee. Notwithstanding, this Franchise shall be subject to periodic evaluation not less than every five (5) years as provided in Section 6(F) herein.

D. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of any System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City.

E. Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time ("Franchise Area"). In the event of annexation by City or as development occurs, any new territory shall become part of the territory for which this Franchise is granted.

F. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United

States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor:	City of Eagle Lake 705 Parkway Avenue, PO Box 159 Eagle Lake, Minnesota 56024
With copies to:	Michael R. Bradley Bradley & Guzzetta, LLC 950 Piper Jaffray Plaza 444 Cedar Street Saint Paul, MN 55101
If to Grantee:	CMN-RUS. Inc. Attn: Legal Department 8837 Bond Street Overland Park, KS 66214

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 3. Construction Standards.

A. Registration, Permits and Construction Codes.

1. Grantee shall, to the extent applicable, strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City Franchise Area.

2. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and pursuant to Section 4(F) below, to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

3. Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing a Rights-of-Way Ordinance.

B. Grantee shall bury all Drops in a reasonable time period, which shall not exceed fifteen (15) business days, subject to weather or other conditions beyond its reasonable control. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th.

C. Erection, Removal and Joint Use of Poles. No poles, conduits, amplifier boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type and other pertinent aspects. Facilities located on public and private property shall be subject to applicable zoning and other land use regulations.

D. Safety Requirements.

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1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

2. The Grantee shall install and maintain its equipment and facilities in accordance with all applicable federal, state and local laws and regulations, and the applicable requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

3. All facilities structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

Section 4. System Design and Extension Provisions

A. Channel Capacity.

1. Grantee shall develop, construct and engineer, and activate and provide for the term of this Franchise a network which is capable of delivering a minimum of 100 video channels.

2. All programming decisions remain the discretion of Grantee; provided, however, that any change in the broad categories of video programming or other information services shall require the approval of the City consistent with 47 U.S.C. § 544(b), and further provided that Grantee notifies Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, in a manner consistent with federal law.

B. Service Availability/Density Requirement.

1. Subject to Section 4(B)(3), Grantee shall construct and operate its Cable System so as to provide Service to all parts of the Initial Service Area having a density equivalent of seven (7) residential units per one-quarter (1/4) cable mile, as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line.

2. Upon request Grantee may, in its sole discretion, also extend Service to Persons requesting Service outside of its then current service territory. In such case, Grantee will provide such Persons with a written estimate of the anticipated costs. The Grantee may require that the payment of these costs by such potential Subscribers be made in advance. Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

3. Notwithstanding anything to the contrary, Grantee may refuse to provide Cable Service: (a) in areas where developments or buildings are subject to exclusive arrangements with other providers; (b) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights; (c) in developments or

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buildings to which Grantee is unable to provide Cable Service for technical reasons or which require non-standard facilities that are not available on a commercially reasonable basis; (d) in areas already served by a fiber-to-the-home Cable Service provider; (e) when its prior service, payment, or theft of service history with a Person has been unfavorable; and (f) in areas where the occupied residential household density does not meet the density requirement set forth in this Section 4(B)(1).

C. Non-Standard Installations. Subject to Section 4(B)(3), Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet applicable FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

D. Provision of Services. The Grantee shall render effective Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to Subscribers and, to the extent commercially practicable, shall occur during periods of minimum use of the Services, as determined by records of the Grantee.

E. Technical Standards. The technical standards used in the provision of Cable Service shall comply, at minimum, with the technical standards promulgated by the FCC relating to a fiber-to-the-premises networks, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Any failure to comply with the FCC technical standards shall be a violation of this Franchise.

F. INTENTIONALLY DELETED.

G. FCC Reports. Upon request, Grantee shall file with City all required FCC technical reports which demonstrate the level of System performance and signal quality. Further, upon request, Grantee shall summarize and explain the results of any such testing provided to the City.

Section 5. Services Provisions.

A. Enforcement of Customer Service Standards. The City intends to stay enforcement of this Section 5 to the extent Effective Competition exists. Notwithstanding, the City may initiate enforcement of this Section despite the existence of Effective Competition based on the City's receipt of at least five (5) complaints with respect to each competitor, concerning similar customer service matters. The City may initiate enforcement of this Section by Resolution of the City Council. The City may begin enforcement ten (10) days after Grantee's receipt of a copy of such Resolution. The Resolution shall indicate the basis for initiating enforcement.

B. Regulation of Service Rates.

1. The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s).

2. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file and provided to City upon request and shall be available for public inspection. Grantee shall give Subscribers written notice of any change in a rate or charge in

accordance with any applicable FCC requirements unless such change arises from changes in regulatory fees, franchise fees, access costs, taxes, or franchise-imposed costs.

C. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

D. Telephone Inquiries and Complaints.

1. Availability Grantee will maintain local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (a) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and (b) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

2. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

E. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (a) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (b) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; (c) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (d) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

F. Complaint and Other Service Records. Subject to Grantee's obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Upon City request, Grantee shall provide the City with a written summary of such complaints and their resolution in a form mutually agreeable to

City and Grantee. Grantee may, to the extent available, be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

G. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

H. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice before any changes in rates, programming services, or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

I. Refunds and Credits. If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers that request a credit shall be credited pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Services are not considered terminated until all equipment has been returned. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

J. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber. Payments at the cable operator's drop-box location shall be deemed received on the date such payments are picked up by the cable operator which shall occur within 24 hours after every due date.

K. Local Office/Drop Box. Grantee shall maintain a local office or a local drop box for receiving Subscriber payments after hours in the City.

L. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

M. Violations. Any violation of these requirements after enforcement of this Section is initiated by Council Resolution shall be deemed a violation of this Franchise.

Section 6. Operation and Administration Provisions.

A. Administration of Franchise. The City or its designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee's compliance with the terms of this Franchise.

B. Delegated Authority. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City may withdraw or re-delegate such authority by giving Grantee written notice. Grantee shall cooperate with any such delegatee of the City.

C. Franchise Fee.

1. The City currently receives payment from incumbent cable franchisee, Charter, in the amount of three percent 3% of gross revenues. Consequently, Grantee will pay City a Franchise Fee equal to three percent (3%) of its Gross Revenues under this Franchise.

2. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

3. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

D. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall be required to provide such requested documents to the City unless such documents are available for inspection at a location in City.

E. Reports to be Filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee.

F. Periodic Evaluation.

1. The City may require evaluation sessions during the term of this Franchise not more frequently than annually, upon thirty (30) days written notice to Grantee. Grantee and City shall hold evaluation sessions after the fifth and tenth years of this franchise.

2. INTENTIONALLY DELETED.

3. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies, channel capacity for PEG access programming and any other topics the City and Grantee deem relevant.

4. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

Section 7. General Financial and Insurance Provisions.

A. Performance Bond.

1. At the time the Franchise becomes effective, until the Grantee has completed construction of the Initial Service Area, the Grantee shall furnish a bond to the City, naming the City as an additional obligee, in the amount of Ten Thousand Dollars ($10,000.00) in a form and with such sureties as are reasonably acceptable. The bond may be in a form which is renewable annually.

2. The bond must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System.

3. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond. Upon Grantee's completion of its construction of the Initial Service Area, the bond shall be promptly release by City.

4. The Grantee shall be given thirty (30) days notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City's determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

5. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect from the performance bond any resultant damages, costs or liabilities incurred by the City.

6. The rights reserved to the City with respect to the performance bond shall not be deemed an exclusive remedy and are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.

B. Indemnification of the City.

1. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal

property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.

2. To the extent caused by Grantee, Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based solely on City's operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment.

3. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

a. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

D. Insurance.

1. Grantee shall file within 30-days of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

2. The policies of insurance shall be in the sum of not less than One Million Dollars ($1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars ($2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars ($500,000.00) for property damage to any one person and Two Million Dollars ($2,000,000.00) for property damage resulting from any one act or occurrence.

3. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. In the event of cancellation of, or material change in, any of the policies, the Grantee will notify the City within at least fourteen (14) days after receiving notice of such cancellation or policy change and provide evidence that replacement insurance coverage is in place to meet the requirements of this Franchise. If the certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Franchise, the Grantee will furnish a certificate of insurance evidencing renewal of such coverage to the City within ten (10) days of the effective date such renewal.

Section 8. Sale, Abandonment, Transfer and Revocation of Franchise.

A. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, it is determined that:

1. Grantee has violated any material provision of this Franchise and failed to timely cure; or

2. Grantee has attempted to evade any of the material provisions of the Franchise; or

3. Grantee has practiced fraud or deceit upon the City or Subscriber.

4. The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

B. Procedures for Revocation.

1. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

2. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

3. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

4. During the appeal period, the Franchise shall remain in full force and effect unless the terns thereof sooner expires.

C. Abandonment of Service. Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

D. Removal After Abandonment, Termination or Forfeiture.

1. In the event of termination or forfeiture of the Franchise or abandonment of the System:

i. the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City,; provided, however, that the Grantee shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

ii. if Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547.

E. Sale or Transfer of Franchise.

1. No sale, transfer, or corporate change of or in Grantee or the System, including, but not limited to, the sale of a majority of the entity's assets, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness or where the Franchise is transferred to an affiliate entity under the same common control.

2. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 8(E). The term "controlling interest" as used herein means actual working control in whatever manner exercised.

3. The City shall have such time as is permitted by applicable federal law in which to review a transfer request.

4. INTENTIONALLY DELETED.

5. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (1) or (2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

Section 9. Protection of Individual Rights.

A. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color,

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religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

B. Subscriber Privacy.

1. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

2. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

3. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (2) of this Subdivision.

Section 10. Miscellaneous Provisions.

A. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

B. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new System construction or System upgrade.

C. Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 6(F) or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal,

state or local laws, provided, however, nothing herein shall restrict the City's exercise of its police powers.

D. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

E. Compliance with Federal, State and Local Laws.

1. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

2. If any term, condition or provision of this Franchise shall, to any extent, be held to be invalid or unenforceable, the remainder and all the terms, provisions and conditions herein shall, in all other respects, continue to be effective provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding.

F. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

G. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

Section 11. Publication Effective Date; Acceptance and Exhibits.

A. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of this Section 11(B).

B. Acceptance.

1. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

2. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

3. Grantee shall accept this Franchise in the following manner:

a. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

b. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

[SIGNATURES TO IMMEDIATELY FOLLOW]

AGREED TO THIS ___ DAY OF _____ 2021.

CITY OF EAGLE LAKE
a municipal corporation of Minnesota

By: _____
Mayor, Tim Auringer

ATTEST:

_____
City Administrator, Jennifer J. Bromeland

CMN-RUS, INC. d/b/a METRONET

By: _____

Its: _____

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: CSAH 27 (Agency Street) Project Update

Brian Sarff with Bolton and Menk with be present to provide a brief project update and answer any questions.

At this time, the project is estimated to be about 2-3 weeks behind schedule, largely due to gas relocations, the railroad crossing permit process, and temporary water tests.

Jennifer J. Bromeland

Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: City Property Needed for Fiber Cabinet for MetroNet

Steve Mohr, Project Director with MetroNet, will be at this evening's meeting to request a utility easement to place a fiber cabinet on City property as depicted on the attached drawing. The fiber cabinet is needed in Eagle Lake to feed fiber services to the entire community. According to MetroNet, the site size would be around 27 feet long by 9 feet wide.

As per the Section II.C. of the attached Letter Agreement with MetroNet, if the City and MetroNet identify a mutually acceptable City owned site, the City will sell or enter a long-term lease or license such property to MetroNet. Legal counsel was consulted and recommends a long-term lease versus dividing up the parcel since the site size is small. City staff will obtain the legal description and send to legal counsel to draft the utility easement.

Discussion should ensue as to monetary compensation for the long-term lease.

A motion is necessary to approve a long-term lease and utility easement for this purpose.

Jennifer J. Bromeland
Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

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

John Jensen, Vice President of Economic Development with MetroNet, will be in attendance to review a draft franchise agreement, a copy of which is attached. The agreement is modeled to reflect similar language in existing franchise agreements with Consolidated and Charter.

The proposed term of the franchise agreement is 15 years with periodic evaluations not less than every 5 years, and the fee would be in the amount of 3% of gross revenues.

A conference call was held to review the agreement. Those participating included Mr. Jensen, MetroNet's legal counsel, me, and the City's legal counsel.

Attached is a letter from the City's legal counsel indicating no additional changes needed.

If the City Council is ready to move ahead with adoption of the franchise agreement, a motion is necessary to schedule a public hearing for the September 13th meeting. In the meantime, City staff will post notice in the official newspaper.

Jennifer J. Bromeland

Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: All Seasons Arena Operating Service Agreement

Attached you will find a proposed All Seasons Arena Operating Service Agreement for a period of 3 years, expiring December 2023, unless renewed by mutual agreement. According to the ownership formula, Eagle Lake's share is 4.524% or $1,809.57 per year. This is the same amount Eagle Lake has paid in 2019 and 2020.

A motion is necessary to approve the agreement.

Jennifer J. Bromeland

Jennifer J. Bromeland
City Administrator

OPERATING SERVICE AGREEMENT
ALL SEASONS ARENA

This Agreement is made between the City of Mankato, the City of North Mankato, the City of Skyline, the City of Eagle Lake, and County of Blue Earth, (hereinafter jointly referred to as "Owners") and City of Mankato (hereinafter referred to as "Operator").

The parties agree that the All Seasons Arena is an asset to the citizens living within the geographical boundaries of the governmental units involved in the Agreement. They further agree that said facility is to be operated in the best interest of the public. Now, therefore, to meet those requirements, it is hereby agreed by the Owners hereto as follows:

1.) The Operator shall manage the All Seasons Arena facility. The Operator shall conduct the day-to-day activities and operations at the Arena facility. The Operator shall consult with the Arena Board with reference to operating methods, procedures, programming, budget, and policy. Staffing levels and budget for wages and benefits shall be determined by the Arena Board, with input and recommendations from the Operator. All fulltime employees and personnel will be hired, selected, trained, and supervised by the Operator.

2.) The Operator shall be responsible for maintaining the financial records and statements of the All Seasons Arena in conformity of Generally Accepted Accounting Principles (GAAP). An audit of the financial statements shall be performed by an independent auditing firm annually. A statement of income and expenses will be prepared by the Operator and presented to the Arena Board monthly.

3.) The Operator shall limit expenditures to budgeted amount and shall not incur expenses outside budget limitations except with the consent of the Owners.

4.) The Operator shall not be required to advance any funds or pay any portion of the expenses except from income received by the Operator pursuant to the terms of this Agreement.

5.) The term of the Operator's Agreement shall be for a period of three (3) years, expiring December 2023, unless renewed by mutual agreement.

6.) The governmental units designated as Owners shall provide to the Operator the sum of forty thousand dollars ($40,000) in operating funds per operating year. Proportions are to be based on the formula as outlined in Exhibit A attached hereto and incorporated by reference. Said operating funds are to be requested in writing within fifteen (15) days' notice of desired receipt date. If the census formula changes by 5% or more, adjustment will be made to the formula accordingly. The governmental units will be notified if changes are made.

7.) The Operator does further agree to keep in full force and effect during the terms of this contract, , a general liability insurance policy with coverage for bodily injury liability in the amount of at least two million dollars ($2,000,000.00) per person, with a limit of one million dollars ($1,000,000.00) per occurrence. The undersigned individuals state that they have the authority from their respective governmental units and that they execute this Agreement on behalf of said governmental units.

City of Mankato:

BY Susan M. Arntz Its City Manager DATE

July 12, 2021

City of North Mankato

BY _____ Its _____ DATE

_____

City of Skyline

BY _____ Its _____ DATE

_____

City of Eagle Lake

BY _____ Its _____ DATE

_____

County of Blue Earth

BY _____ Its _____ DATE

_____

Exhibit A

All Seasons Arena Ownership Formula		
Unit	**Unit Share 5 – Owners**	**Owner Share**
Mankato	66.597%	$26,638.61
North Mankato	21.883%	$8,753.29
Blue Earth County	6.523%	$2,609.15
Eagle Lake	4.524%	$1,809.57
Skyline	.473%	$189.38
		$40,000

Jennifer Bromeland

From: Kopischke, Renae <rkopischke@mankatomn.gov>
Sent: Friday, July 16, 2021 8:24 AM
To: Jennifer Bromeland
Subject: ASA Operating Service Agreement
Attachments: ASA OPERATING SERVICE AGREEMENT FINAL.pdf

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

When you get a chance, could you please sign the attached and return to my attention?

Thanks,

Renae Kopischke, MMC
City Clerk/Administrative Coordinator
PO Box 3368
Mankato MN 56002-3368
PH: (507) 387-8690
FAX: (507) 387-8481
Email: rkopischke@mankatomn.gov

2019 – $1,809.57
2020 – $1,809.57

130

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Tax-Forfeited Parcels

Attached you will find a letter from Blue Earth County Taxpayer Services regarding parcels forfeited to the State of Minnesota for nonpayment of property taxes. Each of the parcels listed is classified as nonconservation lands located in the City of Eagle Lake.

Per Minnesota Statutes 282.01 Subdivision 1 (g)(h)(i), they are requesting that the City approve the classification of each parcel and approve sale by public auction or auction to adjacent owners. Alternatively, the City may request a sale or conveyance to itself.

Attached is a printout from BEACON showing wetlands in Eagle Lake and ownership. Since the wetlands are an important part of stormwater infrastructure, the City may wish to request conveyance of parcels R12.09.13.279.028 and R12.09.13.402.008.

If there is an interest in obtaining the above listed parcels, then a motion to that effect is necessary.

Jennifer J. Bromeland
City Administrator

BLUE EARTH COUNTY

Effectively and Efficiently Delivering Essential Services

www.blueearthcountymn.gov

COMMISSIONERS
District 1 Colleen Landkamer
District 2 Vance Stuehrenberg
District 3 Mark Piepho
District 4 Kevin Paap
District 5 Kip Bruender

Historic Courthouse
204 S. Fifth St.
PO Box 168
Mankato, MN 56002
Administration
TEL: 507-304-4150
FAX: 507-304-4344
Human Resources
TEL: 507-304-4150
FAX: 507-304-4344
Extension
TEL: 507-304-4325
FAX: 507-304-4059
Facilities Management
TEL: 507-304-4249

Government Center
410 S. Fifth St.
Mankato, MN 56001
Human Services
PO Box 3526
TEL: 507-304-4319
FAX: 507-304-4379
Property and Environmental Resources
PO Box 3566
TEL: 507-304-4251
FAX: 507-304-4431
License Center
PO Box 3524
TEL: 507-304-4340
FAX: 507-304-4396
Veterans Services
PO Box 168
TEL: 507-304-4246
FAX: 507-304-4225
Finance
PO Box 3524
TEL: 507-304-4182
FAX: 507-304-4077
Information Technology
PO Box 168
TEL: 507-304-4204
FAX: 507-304-4355

Public Works
35 Map Dr.
PO Box 3083
Mankato, MN 56002
TEL: 507-304-4025
FAX: 507-304-4049

Justice Center
401 Carver Road
Mankato, MN 56001
Sheriff's Office
PO Box 228
TEL: 507-304-4800
FAX: 507-304-4818
County Attorney
PO Box 3129
TEL: 507-304-4600
FAX: 507-304-4620
Probation
PO Box 3245
TEL: 507-304-4750
FAX: 507-304-4710

Library
100 E. Main St.
Mankato, MN 56001
TEL: 507-304-4001
FAX: 507-304-4009
www.beclibrary.org
TDD: 507-304-4399

June 9, 2021

City of Eagle Lake
PO Box 159
Eagle Lake, MN 56024

To Whom It May Concern:

The parcels described in the attached list forfeited to the State of Minnesota for nonpayment of property taxes. Each of the parcels is classified as nonconservation lands and all are located in your city or township.

Per Minn. Stat. § 282.01 Subd 1 (g)(h)(i), we request that you approve the classification of each parcel and approve sale by public auction or auction to adjacent owners. Alternatively, you may request a sale or conveyance to your city.

If you request that a parcel be conveyed to your city, we require a certified copy of the City Council resolution authorizing any action taken. In addition, the city will eventually need to complete the "Application for State Deed for Tax-Forfeiture Land" and "Supplemental Information for a Conditional Use Deed." Instructions and forms can be found at the following address and by searching for 'State Deed Application":

https://www.revenue.state.mn.us/

Special assessments that were levied before the forfeiture do not need to be certified to this office. They were canceled at forfeiture and will be paid from the sale price. Special assessments that are levied after the forfeiture should be certified to this office. They will be added to the appraised value and paid from the sale price.

Please be advised that if the City Council fails to respond within sixty (60) days of the date of this letter, the sale will be deemed to be approved. If you have any questions, please feel free to contact Tracy Loreth or Kelly Othoudt at (507) 304-4251.

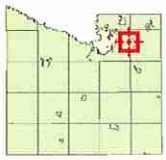
Sincerely,

Michael Stalberger
Director of Property and Environmental Resources

Parcel Identification Number (PIN)	Situs Address	Recording (FULL) Legal Description
R12.09.13.279.028		OUTLOT C, EAGLE RIDGE FIRST ADDITION
R12.09.13.402.008		OUTLOT B, EAGLE RIDGE FIRST ADDITION

BLUE EARTH COUNTY

Overview



Legend

Parcel Point Urban

- Centroid
- Non Centroid

☐ Tax Parcels

⊗ Monument

Parcel ID	R120913279028	Class	PILT-Payment In-Lieu of Taxes	Owner Address	PROGRESS LAND COMPANY INC
Sec/Twp/Rng	n/a	Acreage	n/a		6001 EAGAN DR STE 100
Property Address					SAVAGE MN 55378
District	EAGLE LAKE CITY SCH 0077				
Brief Tax Description	EAGLE RIDGE FIRST ADD, O.L.C. 000 000 00				
	(Note: Not to be used on legal documents)				

Date created: 7/30/2021
Last Data Uploaded: 7/30/2021 6:28:26 AM

Developed by Schneider GEOSPATIAL

BLUE EARTH COUNTY

Summary

Parcel ID	R12.09.13.279.028
Property Address	N/A
Sec/Twp/Rng	N/A
Brief Tax Description	EAGLE RIDGE FIRST ADD, O.L.C. 000 000 00 (Note: Not to be used on legal documents)
Area	N/A
Use Code	PILT-Payment In-Lieu of Taxes
Tax Authority Group	EAGLE LAKE CITY SCH 0077

* The Use Code is the Assessor Office's determination of the use of the property for the current assessment year and is not the same as the property's zoning.

* Please contact the zoning authority for information regarding zoning.

Owners

Primary Owner	Alternate Taxpayer	Fee Owner
PROGRESS LAND COMPANY INC 6001 Eagan Dr Ste 100 Savage MN 55378	BLUE EARTH COUNTY PROPERTY & ENVIRONMENTAL RESOURCES 410 S 5th St PO Box 3567 Mankato MN 56002	

Land

Lot Area 0.63 Acres ; 27,269 SF

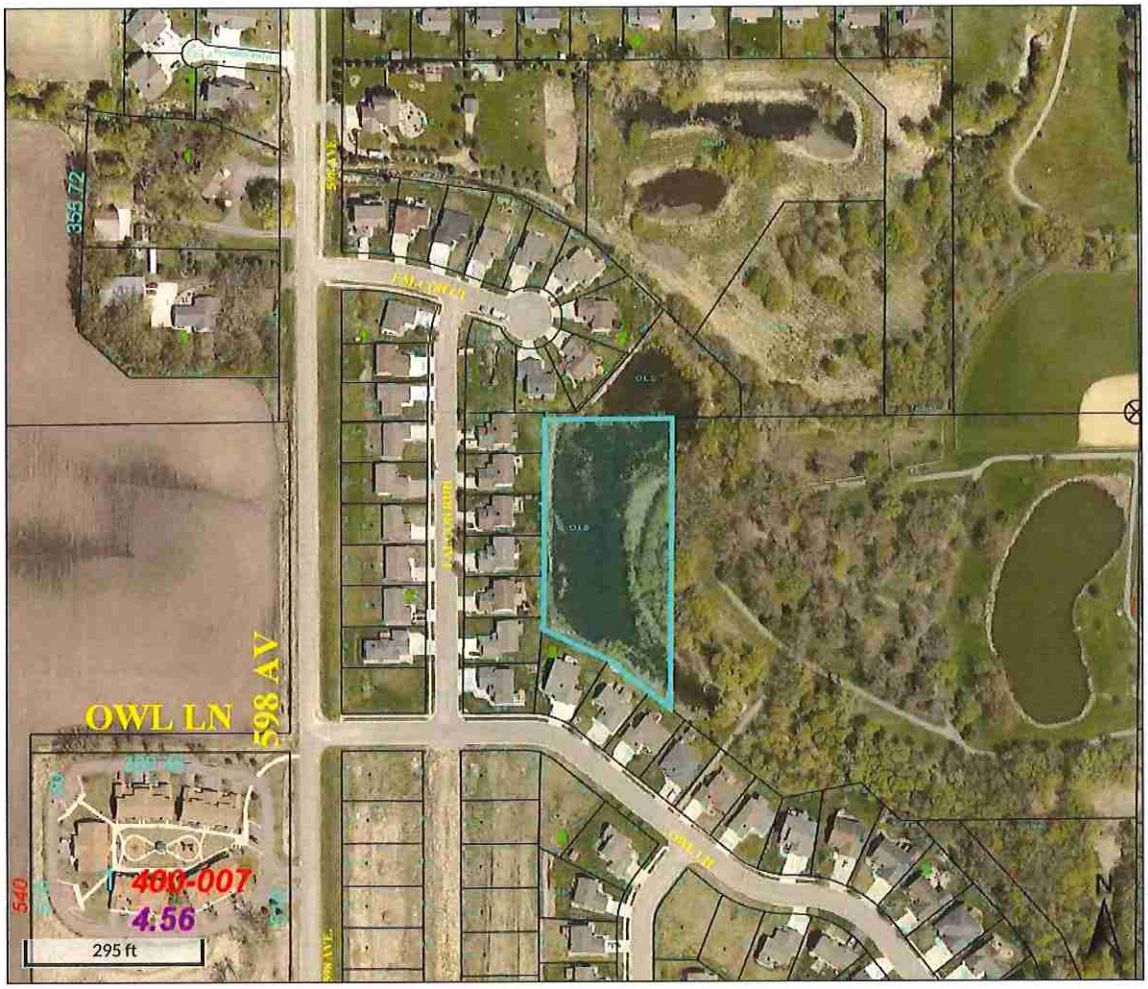
Valuation - Assessment Year

	2021 Values	2020 Values	2019 Values	2018 Values	2017 Values
EMV Improvement	$0	$0	$0	$0	$0
EMV Land	$1,600	$1,600	$1,600	$1,600	$1,600
EMV Machine	$0	$0	$0	$0	$0
EMV (Estimated Market Value) Total	$1,600	$1,600	$1,600	$1,600	$1,600
Green Acres Value	$0	$0	$0	$0	$0

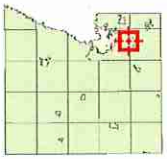
No data available for the following modules: Doing Business As, Agricultural Land, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sales, Permits, Taxation, Pay Property Taxes, Delinquent Taxes, Taxes Paid, Amortized Special Assessments, Ditch Special Assessments, Photos, Sketches.

Last Data Upload: 7/30/2021, 5:28:26 AM

BLUE EARTH COUNTY



Overview



Legend

Parcel Point Urban

- Centroid
- Non Centroid

Tax Parcels

Monument

Parcel ID	R120913402008	**Class**	PILT-Payment In-Lieu of Taxes	**Owner Address**	STATE OF MINNESOTA MAIL STATION 3340 SAINT PAUL MN 55146-3340
Sec/Twp/Rng	n/a	**Acreage**	n/a		
Property Address					
District	EAGLE LAKE CITY SCH 0077				
Brief Tax Description	EAGLE RIDGE FIRST ADD, O.L.B. 000 000 00 (Note: Not to be used on legal documents)				

Date created: 7/30/2021
Last Data Uploaded: 7/30/2021 6:28:26 AM

Developed by Schneider GEOSPATIAL

BLUE EARTH COUNTY

Summary

Parcel ID	R12.09.13.402.008
Property Address	N/A
Sec/Twp/Rng	N/A
Brief Tax Description	EAGLE RIDGE FIRST ADD, O.L.B. 000 000 00 (Note: Not to be used on legal documents)
Area	N/A
Use Code	PILT-Payment In-Lieu of Taxes
Tax Authority Group	EAGLE LAKE CITY SCH 0077

* The Use Code is the Assessor Office's determination of the use of the property for the current assessment year and is not the same as the property's zoning.

* Please contact the zoning authority for information regarding zoning.

Owners

Primary Owner	Alternate Taxpayer	Fee Owner
STATE OF MINNESOTA Mail Station 3340 Saint Paul MN 55146-3340	BLUE EARTH COUNTY PROPERTY & ENVIRONMENTAL RESOURCES 410 S 5th St PO Box 3567 Mankato MN 56002	

Land

Lot Area 1.86 Acres ; 81,022 SF

Valuation - Assessment Year

	2021 Values	2020 Values	2019 Values	2018 Values	2017 Values
EMV Improvement	$0	$0	$0	$0	$0
EMV Land	$4,700	$4,700	$4,700	$4,700	$4,700
EMV Machine	$0	$0	$0	$0	$0
EMV (Estimated Market Value) Total	$4,700	$4,700	$4,700	$4,700	$4,700
Green Acres Value	$0	$0	$0	$0	$0

No data available for the following modules: Doing Business As, Agricultural Land, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sales, Permits, Taxation, Pay Property Taxes, Delinquent Taxes, Taxes Paid, Amortized Special Assessments, Ditch Special Assessments, Photos, Sketches.

Last Data Upload: 7/30/2021, 5:28:26 AM

Schneider GEOSPATIAL

CITY OF EAGLE LAKE

Address Map

Blue Earth County, MN

May, 2017

BOLTON & MENK
Real People. Real Solutions.

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DEPARTMENT OF REVENUE

State Deed Application Form

Application for State Deed for Tax-Forfeited Land

In _____ County

Type of Acquisition

- ☐ Purchase (Minn. Stat § 282.01, subd. 1a, par. (b) or subd. 3 or subd. 7a)
- ☐ Financed (Minn. Stat. § 282.01, subd. 6)
- ☐ Remove Blight/Afford. Housing (Minn. Stat. § 282.01, subd. 1a, par. (d))
- ☐ Conservation-related usage (Minn. Stat. § 282.01, subd. 1a, par. (h))
- ☐ Repurchase (Minn. Stat. § 282.012; Minn. Stat. § 282.241)
- ☐ Conditional Use Deed (Minn. Stat. § 282.01, subd. 1a, par. (e)) - Conditional Use Deed Supplement required -
- ☐ Failure to convey to city or association (Minn. Stat. § 282.01, subd. 1a, par. (f) or (g))
- ☐ Replacement for Lost/Destroyed Deed (Minn. Stat. § 282.33)
- ☐ Release (State Agencies only) (Minn. Stat. § 282.01, subd. 1a, par. (c))
- ☐ School Forest Deed (Minn. Stat. § 282.01, subd. 1a, par. (j)) - School Forest Deed Supplement required -
- ☐ Land Exchange (Minn. Stat. § 94.344)
- ☐ Authorized by statute or special law (include citation) _____

Correction

Is this application intended to correct a previous deed? ☐ Yes (Complete this section) ☐ No (Skip this section)

State deed number of original & date issued: _____

Information being corrected: ☐ Grantee's name ☐ Legal description ☐ Other: _____

Was this state deed recorded? ☐ Yes ☐ No

Recording Date: _____ Recording Number: _____

(If the state deed was not recorded, please return the original state deed with this application.)

Applicant (Grantee)

Name(s) of Applicant(s)

Address of Applicant | Phone Number or Email of Applicant

City | State | Zip Code

Ownership Please check the appropriate box below:

☐ Single ownership ☐ Co-ownership: joint tenancy ☐ Co-ownership: tenancy in common ☐ Co-ownership: other

Property Information

Date of auditor's certificate of forfeiture | Date tax-forfeited land was sold (required for purchase and repurchase)

Date purchase price was paid in full (if applicable) | Purchase price (if applicable)

Legal description of property: (Please email longer legal descriptions to deed.application@state.mn.us) ☐ All or part of the described real property is Registered (Torrens)

Wells Please check the appropriate box below:

☐ There are one or more wells on this property. ☐ There are no wells on this property. ☐ No change since last well certificate.

(If wells disclosure certificate has been electronically filed, please list WDC number: _____)

Wetland Certification

☐ The wetland certification form has been completed and attached to this application.

Replacement

Complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.

The applicant is (check the appropriate box): ☐ the grantee named in the original deed ☐ the grantee's successor

If the applicant is the grantee's successor, please state the name of the grantee in the original deed (otherwise leave blank):

Date that unrecorded state deed was issued | State Deed Number (if known)

Attach a statement of reasons in support of allegations that said deed has been lost or destroyed before it was recorded (please be specific).

Return application and all required attachments to: Minnesota Department of Revenue • Property Tax Division • Mail Station 3340 • St. Paul, MN 55146-3340

Rev. (03/20) or email: **deed.application@state.mn.us** **Print single-sided only. Signature(s), date, and raised seal required for mailed applications.**

DEPARTMENT OF REVENUE

State Deed Application Form

Certification

All applications require the signature of the county auditor, date of the signature and raised county seal below. Applications for Replacement Deeds will require the signature of the applicant.

Please provide the information below as it corresponds to the type of acquisition selected on the front of the form.

Blight/Affordable Housing

Auditor to complete this section only if "Remove Blight/Afford. Housing" is selected above as the type of acquisition.

The County Board, or its delegate, of_____ County, Minnesota, has reviewed the application of _____ dated _____, 20___, for the conveyance of certain tax-forfeited land described therein. The county board has determined that: (1) a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market or the reduced price will lead to the development of affordable housing; and (2) the governmental subdivision or state agency has documented its specific plans or correcting the blighted conditions or developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

Conservation

Auditor to complete this section only if "Conservation-related usage" is selected above as the type of acquisition.

The County Board, or its delegate, of_____County, Minnesota, has reviewed the application of _____ dated _____, 20___, for the conveyance of certain tax-forfeited land described therein. The county board has determined that a sale at a reduced price is in the public interest for (select one):

___ (1) creation or preservation of wetlands; or
___ (2) drainage or storage of storm water under a storm water management plan; or
___ (3) preservation, or restoration and preservation, of the land in its natural state.

Failure to Convey

Auditor to complete this section only if "Failure to convey to city or association" is selected above as the type of acquisition.

The County Board, or its delegate, of _____County, Minnesota, has reviewed the application of _____, a (check one)☐ governmental subdivision /☐ common interest community, dated_____, 20 ___, for the free conveyance, due to a prior failure to convey which was duly certified, of certain tax-forfeited land described therein, and recommends that this application be granted.

Conditional Use Deed

Auditor to complete this section only if "Conditional Use Deed" is selected above as the type of acquisition.

The County Board, or its delegate, of_____County, Minnesota, has reviewed the application of _____dated _____, 20___, for the conveyance for an authorized public use of certain tax-forfeited land described therein, and recommends that this application be granted.

School Forest

Auditor to complete this section only if "School Forest Deed" is selected above as the type of acquisition.

The County Board, or its delegate, of _____ County, Minnesota, and the Commissioner of Natural Resources has reviewed the application of _____, dated _____, 20___ for the conveyance for a school forest of certain tax-forfeited land described therein, and recommends that this application be granted.

Replacement

Auditor to complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.

The property described herein was duly bid in for the state for taxes payable in the year_____, delinquent _____; and became forfeited to the State of Minnesota on the_____day of_____, _____.

Sign, Seal and Date Here

I certify that the above information is true and correct, the county board has taken the official action required under Minnesota Statute § 270C.88, and that therefore conveyance by state deed of the real property described above should be executed by the Commissioner of Revenue to the above named applicant(s) as required by Minnesota Statutes, Chapter 282.

Signature of County Auditor _____ County _____

Date of Signature of County Auditor _____

Applicant Signature (Replacement Deed Only) _____

Date of Applicant Signature (Replacement Deed Only) _____

(seal is required if application is mailed in)

DEPARTMENT OF REVENUE

Wetland Certification Form

TO: Commissioner of Revenue
Minnesota Department of Revenue

RE: Sale of Tax-forfeited Land Described As:

Insert legal description:

Pursuant to Minnesota Statutes, sections 103F.535, subdivision 1, and 282.018, subdivision 2, as amended, and the procedures issued by the Department of Natural Resources and by the Board of Water and Soil Resources, I have reviewed the available data concerning the lands described above and have determined that the deed does not require a restrictive covenant because:

☐ The land is in a platted subdivision. (Auditor's plats are not deemed platted subdivisions for the purpose of this procedure.)

☐ The conveyance is a transfer to correct errors in legal descriptions or grantees.

OR

☐ Neither of the above statements apply to this parcel; therefore, the deed for this parcel must include a restrictive covenant prohibiting enrollment of this parcel in a state funded program providing compensation for conservation of marginal lands or wetlands.

If you have any questions or comments concerning this determination please contact:

_____, telephone number _____

SIGNED DATE

TITLE COUNTY

Rev. 03/20

282.01 TAX-FORFEITED LANDS; CLASSIFICATION, SALE.

Subdivision 1. **Classification as conservation or nonconservation.** (a) When acting on behalf of the state under laws allowing the county board to classify and manage tax-forfeited lands held by the state in trust for the local units as provided in section 281.25, the county board has the discretion to decide that some lands in public ownership should be retained and managed for public benefits while other lands should be returned to private ownership. Parcels of land becoming the property of the state in trust under law declaring the forfeiture of lands to the state for taxes must be classified by the county board of the county in which the parcels lie as conservation or nonconservation. In making the classification the board shall consider the present use of adjacent lands, the productivity of the soil, the character of forest or other growth, accessibility of lands to established roads, schools, and other public services, their peculiar suitability or desirability for particular uses, and the suitability of the forest resources on the land for multiple use and sustained yield management. The classification, furthermore, must: (1) encourage and foster a mode of land utilization that will facilitate the economical and adequate provision of transportation, roads, water supply, drainage, sanitation, education, and recreation; (2) facilitate reduction of governmental expenditures; (3) conserve and develop the natural resources; and (4) foster and develop agriculture and other industries in the districts and places best suited to them.

(b) Whenever the county board deems it appropriate, the board may hold a meeting for the purpose of reclassifying tax-forfeited land that has not been sold or released from the trust. The criteria and procedures for reclassification are the same as those required for an initial classification.

(c) Prior to meeting for the purpose of classifying or reclassifying tax-forfeited lands, the county board must give notice of its intent to meet for that purpose as provided in this paragraph. The notice must be given no more than 90 days and no less than 60 days before the date of the meeting; provided that if the meeting is rescheduled, notice of the new date, time, and location must be given at least 14 days before the date of the rescheduled meeting. The notice must be posted on a website. The notice must also be mailed or otherwise delivered to each person who has filed a request for notice of special meetings with the public body, regardless of whether the matter is considered at a regular or special meeting. The notice must be mailed or delivered at least 60 days before the date of the meeting. If the meeting is rescheduled, notice of the new date, time, and location must be mailed or delivered at least 14 days before the date of the rescheduled meeting. The public body shall publish the notice once, at least 30 days before the meeting, in a newspaper of general circulation within the area of the public body's authority. The board must also mail a notice by electronic means to each person who requests notice of meetings dealing with this subject and who agrees as provided in chapter 325L to accept notice that is mailed by electronic means. Receipt of actual notice under the conditions specified in section 13D.04, subdivision 7, satisfies the notice requirements of this paragraph.

The board may classify or reclassify tax-forfeited lands at any regular or special meeting, as those terms are defined in chapter 13D and may conduct only this business, or this business as well as other business or activities at the meeting.

(d) At the meeting, the county board must allow any person or agency possessing pertinent information to make or submit comments and recommendations about the pending classification or reclassification. In addition, representatives of governmental entities in attendance must be allowed to describe plans, ideas, or projects that may involve use or acquisition of the property by that or another governmental entity. The county board must solicit and consider any relevant components of current municipal or metropolitan comprehensive land use plans that incorporate the area in which the land is located. After allowing testimony, the board may classify, reclassify, or delay taking action on any parcel or parcels. In order for a state agency or a governmental subdivision of the state to preserve its right to request a purchase or other acquisition of

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a forfeited parcel, it may, at any time following forfeiture, file a written request to withhold the parcel from sale or lease to others under the provisions of subdivision 1a.

(e) When classifying, reclassifying, appraising, and selling lands under this chapter, the county board may designate the tracts as assessed and acquired, or may by resolution provide for the subdivision of the tracts into smaller units or for the grouping of several tracts into one tract when the subdivision or grouping is deemed advantageous for conservation or sale purposes. This paragraph does not authorize the county board to subdivide a parcel or tract of tax-forfeited land that, as assessed and acquired, is withheld from sale under section 282.018, subdivision 1.

(f) A county board may by resolution elect to use the classification and reclassification procedures provided in paragraphs (g), (h), and (i), instead of the procedures provided in paragraphs (b), (c), and (d). Once an election is made under this paragraph, it is effective for a minimum of five years.

(g) The classification or reclassification of tax-forfeited land that has not been sold or released from the trust may be made by the county board using information made available to it by any office or department of the federal, state, or local governments, or by any other person or agency possessing pertinent information at the time the classification is made.

(h) If the lands are located within the boundaries of an organized town or incorporated municipality, a classification or reclassification and sale must first be approved by the town board of the town or the governing body of the municipality in which the lands are located. The town board of the town or the governing body of the municipality is considered to have approved the classification or reclassification and sale if the county board is not notified of the disapproval of the classification or reclassification and sale within 60 days of the date the request for approval was transmitted to the town board of the town or governing body of the municipality. If the town board or governing body disapproves of the classification or reclassification and sale, the county board must follow the procedures in paragraphs (c) and (d), with regard to the parcel, and must additionally cause to be published in a newspaper a notice of the date, time, location, and purpose of the required meeting.

(i) If a town board or a governing body of a municipality or a park and recreation board in a city of the first class desires to acquire any parcel lying in the town or municipality by procedures authorized in this section, it may file a written request under subdivision 1a, paragraph (a).

Subd. 1a. **Conveyance to public entities.** (a) Upon written request from a state agency or a governmental subdivision of the state, a parcel of unsold tax-forfeited land must be withheld from sale or lease to others for a maximum of six months. The request must be submitted to the county auditor. Upon receipt, the county auditor must withhold the parcel from sale or lease to any other party for six months, and must confirm the starting date of the six-month withholding period to the requesting agency or subdivision. If the request is from a governmental subdivision of the state, the governmental subdivision must pay the maintenance costs incurred by the county during the period the parcel is withheld. The county board may approve a sale or conveyance to the requesting party during the withholding period. A conveyance of the property to the requesting party terminates the withholding period.

A governmental subdivision of the state must not make, and a county auditor must not act upon, a second request to withhold a parcel from sale or lease within 18 months of a previous request for that parcel. A county may reject a request made under this paragraph if the request is made more than 30 days after the county has given notice to the requesting state agency or governmental subdivision of the state that the county intends to sell or otherwise dispose of the property.

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Authorization to Apply for Walmart Community Grant for Parks Project

In 2020, Eagle Lake received $5,000 from the Walmart Community Grants Program for the Parks Project. Notification was received of the opportunity to apply for additional funding for 2021 for the Parks Project. The application process appears to have changed, and applicants are now required to apply through Cybergrants FrontDoor. As part of the process, banking information (routing number and account number) is required as a way of confirming that the person who is trying to claim the organization is in fact an authorized member of the organization. Providing this information is not typical when applying for a grant, however, City staff verified with a local Walmart Store Manager that Cybergrants FrontDoor is where we need to apply. A request was sent to Cybergrants asking if there is an alternative to submitting this information.

Attached are miscellaneous printouts with more information about Cybergrants FrontDoor.

Discussion should ensue and a determination made whether there is still an interest in having staff apply for a Walmart Community Grant and authorization to apply through Cybergrants FrontDoor.

Jennifer J. Bromeland
City Administrator

FrontDoor
Powered by CyberGrants

[redacted]

[redacted]

[redacted]

[redacted]

Register Your Organization **Learn More** **Help**

Search

How can we help? Try keywords like 'eligible' or 'payout'

How do you use our banking information during signup?

We ask for banking information purely as a way of confirming that the person who is trying to claim this organization is, in fact, an authorized member of the organization. The thinking is that only a true organization representative - e.g. a Director, Manager, Treasurer - would have access to these details. Providing us with this information does NOT automatically sign your organization up for ACH/Wires. You can actually indicate your disbursement preferences after your ownership application is approved by logging back into the FrontDoor website.
Contact us for more information

FrontDoor
Powered by CyberGrants

CyberGrants

with NPOs for NPOs.

ization. Get verified. Experience all of
through a single FrontDoor.

Organization Search

Start the registration process by first searching for your organization.

CyberGrants FrontDoor is available to a large number of United States nonprofit organizations and educational institutions. To see if your organization is eligible to use FrontDoor and to claim its profile, begin by selecting the option which best describes your organization below, then use the search function.

Please Select **Register Your Organization** **Learn More** **Help**

U.S. Internal Revenue Service (IRS)
an organization appearing in the Internal Revenue Service's most recent Business Master file

U.S. National Center for Education Statistics (NCES)
K-12 schools (both public and private) and districts included in the National Center for Education Statistics' assessments

that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.

- Organizations may only submit a total number of 25 applications and/or receive up to 25 grants within the 2021 grant cycle.
- All organizations applying for a Local Community grant must be CyberGrants FrontDoor verified prior to applying.

Eligibility Checklist

Organizations applying must meet one of following criteria:

- An organization holding a current tax-exempt status as a public charity under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States (excluding nationally sponsored organizations, such as American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way) and CyberGrants FrontDoor verified.
- A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes and CyberGrants FrontDoor verified.
- A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets and CyberGrants FrontDoor verified.
- Non-charities, including organizations recognized as 501(c)(4)s, like homeowner's associations, civic leagues, or volunteer fire companies, are excluded

Selection Process

Jennifer Bromeland

From: Patrick Hanson - p0h00xk.s01473 <p0h00xk.s01473.us@wal-mart.com>
Sent: Tuesday, July 27, 2021 6:30 PM
To: Jennifer Bromeland
Subject: Re: Grant Dollars

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

Hello,

Sorry for the delay. Cybergrants Front Door is where you apply!

Thanks!

Patrick Hanson **Store Mgr 1473**
Phone 507.625.9318 Fax 507.625.7255
p0h00xk.s01473.us@wal-mart.com

1881 Madison Ave.
Mankato, MN 56001
Walmart
Save money. Live better

From: Jennifer Bromeland <jbromeland@eaglelakemn.com>
Sent: Monday, July 26, 2021 10:15 AM
To: Patrick Hanson - p0h00xk.s01473 <p0h00xk.s01473.us@wal-mart.com>
Subject: EXT: RE: Grant Dollars

EXTERNAL: Report suspicious emails to **Email Abuse.**

Hi Patrick,

Do I need to register with Front Door Cyber Grants this year to apply for a grant or should we already have a profile set up from last year?

Thanks for any help!

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

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Jennifer Bromeland

From: Front Door Support <frontdoor@cybergrants.com>
Sent: Friday, July 30, 2021 4:51 PM
To: Jennifer Bromeland
Subject: RE: CyberGrants FrontDoor Support Request : How do you use our banking information during signup?

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

##- Please type your reply above this line -##

Thank you for contacting CyberGrants FrontDoor Support!

We will work as quickly as possible to reply to your inquiry.

Support is administered by CyberGrants Inc, Monday through Friday from 8:00 AM until 8:00 PM Eastern Time.

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Authorization to Advertise for Sale 2017 Police Squad Car

With the arrival of the new police squad car, the 2017 squad will be taken out of service shortly. Chief of Police John Kopp would like to obtain authorization to advertise for sale the 2017 police squad car using the same method as has been used in recent years when selling squad cars.

A motion is necessary to authorize the sale of the 2017 police squad car.

Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Mankato Motorsports Park and Next Steps

Attached to July 12th City Council agenda was a letter from Bolton and Menk for the Mankato Motorsports Park Project outlining their timeline and scope of work in response to the Court of Appeals decision. Following the July 12th meeting, a conference call was held with legal counsel and the developer and the developer's team to discuss what is required by the City and next steps. The developer and his team were advised that the process outlined in Minnesota Rules 4410 will be followed, meaning that the same timelines and process should be adhered to as if this was a new EAW, with the exception that it will be limited to the remand issues and referred to as a "supplement to the EAW". The process is not intended to revisit the entire EAW, but rather to focus on the two narrow issues outlined by the Court of Appeals: 1) The project's potential effects on wildlife; and 2) The project's cumulative effects on climate change.

Attached for reference purposes is Minnesota Rules 4410.1400-1700.

Jennifer J. Bromeland
City Administrator

C. If a federal Environmental Assessment has been prepared for a project, the Environmental Assessment document may be circulated in place of the EAW form, provided that the Environmental Assessment addresses each of the environmental effects identified in the EAW form.

Statutory Authority: *MS s 116D.04; 116D.045*
History: *13 SR 1437; 21 SR 1458*
Published Electronically: *August 20, 2018*

4410.1400 PREPARING EAW.

A. The EAW shall be prepared as early as practicable in the development of the proposed project. The EAW shall be prepared by the RGU or its agents.

B. When an EAW is to be prepared, the proposer shall submit the completed data portions of the EAW to the RGU. The RGU shall determine whether the proposer's submittal is complete within 30 days or such other time period as agreed upon by the RGU and proposer. If the RGU determines that the submittal is incomplete, the RGU shall return the submittal to the proposer for completion of the missing data. If the RGU determines that the submittal is complete, the RGU shall notify the proposer of the acceptance of the submittal within five days. The RGU shall have 30 days from notification to add supplementary material to the EAW, if necessary, and to approve the EAW for distribution. The RGU shall be responsible for the completeness and accuracy of all information.

Statutory Authority: *MS s 116D.04; 116D.045*
History: *21 SR 1458; 31 SR 539*
Published Electronically: *August 20, 2018*

4410.1500 PUBLISHING AND DISTRIBUTING EAW.

A. The RGU shall provide one copy of the EAW to the EQB staff within five days after the RGU approves the EAW. This copy shall serve as notification to the EQB staff to publish the notice of availability of the EAW in the EQB Monitor. At the time of submission of the EAW to the EQB staff, the RGU shall also submit one copy of the EAW to:

(1) each member of the EQB;

(2) the proposer of the project;

(3) the U.S. Corps of Engineers;

(4) the U.S. Environmental Protection Agency;

(5) the U.S. Fish and Wildlife Service;

(6) the State Historical Society;

(7) the state archaeologist;

(8) the Indian Affairs Council;

(9) the Environmental Conservation Library;

(10) the regional development commission and regional development library for the region of the project site;

(11) any local governmental unit within which the project will take place;

(12) the representative of any petitioners pursuant to part 4410.1100; and

(13) any other person upon written request.

B. The RGU shall promptly publish notice of the completion of an EAW by:

(1) publishing the notice in at least one newspaper of general circulation in the geographic area where the project is proposed; or

(2) posting the notice on a website that has been designated as the official publication site for publication of proceedings, public notices, and summaries of a political subdivision in which the project is proposed.

C. Within five days of the date of submission of the EAW to the EQB staff, the RGU shall provide a press release, containing notice of the availability of the EAW for public review, to at least one newspaper of general circulation within the area where the project is proposed. The press release shall include the name and location of the project, a brief description of the project, the location at which copies of the EAW are available for review, the date the comment period expires, and the procedures for commenting. The RGU shall publish legal notice or advertisement of the availability of the EAW if the proposer requests and agrees to pay for the notice or advertisement. The notice or advertisement shall contain the information required in the press release.

D. The EQB staff shall maintain an official EAW distribution list containing the names and addresses of agencies designated to receive EAW's.

Statutory Authority: *MS s 14.388; 116D.04; 116D.045*

History: *31 SR 539; 37 SR 820*

Published Electronically: *September 7, 2018*

4410.1600 EAW COMMENT PERIOD.

A. A 30-day period for review and comment on the EAW shall begin the day the EAW availability notice is published in the EQB Monitor.

B. Written comments shall be submitted to the RGU during the 30-day review period. The comments shall address the accuracy and completeness of the material contained in the EAW, potential impacts that may warrant further investigation before the project is commenced, and the need for an EIS on the proposed project.

C. The RGU may hold one or more public meetings to gather comments on the EAW if it determines that a meeting is necessary or useful. Reasonable public notice of the meetings shall be given prior to the meetings. All meetings shall be open to the public.

Statutory Authority: *MS s 116D.04*
Published Electronically: *August 20, 2018*

4410.1700 DECISION ON NEED FOR EIS.

Subpart 1. **Standard for decision on need for EIS.** An EIS shall be ordered for projects that have the potential for significant environmental effects.

Subp. 2. **Decision-making process.** The decision on the need for an EIS shall be made in compliance with one of the following time schedules:

A. if the decision is to be made by a board, council, or other body which meets only on a periodic basis, the decision shall be made between three and 30 days after the close of the review period; or

B. for all other RGU's the decision shall be made no later than 15 days after the close of the 30-day review period. This 15-day period shall be extended by the EQB chair by no more than 15 additional days upon request of the RGU.

Subp. 2a. **Insufficient information.** If the RGU determines that information necessary to a reasoned decision about the potential for, or significance of, one or more possible environmental impacts is lacking, but could be reasonably obtained, the RGU shall either:

A. make a positive declaration and include within the scope of the EIS appropriate studies to obtain the lacking information; or

B. postpone the decision on the need for an EIS, for not more than 30 days or such other period of time as agreed upon by the RGU and proposer, in order to obtain the lacking information. If the RGU postpones the decision, it shall provide written notice of its action, including a brief description of the lacking information, within five days to the project proposer, the EQB staff, and any person who submitted substantive comments on the EAW.

Subp. 3. **Form and basis for decision.** The RGU's decision shall be either a negative declaration or a positive declaration. The RGU shall base its decision regarding the need for an EIS on the information gathered during the EAW process and the comments received on the EAW.

Subp. 4. **Record of findings supporting decision.** The RGU shall maintain a record, including specific findings of fact, supporting its decision. The record must include specific responses to all substantive and timely comments on the EAW. This record shall either be a separately prepared document or contained within the records of the governmental unit.

Subp. 5. **Distributing decision.** The RGU's decision shall be provided, within five days, to all persons on the EAW distribution list pursuant to part 4410.1500, to all persons that commented in writing during the 30-day review period, and to any person upon written request. All persons who submitted timely and substantive comments on the EAW shall be sent a copy of the RGU's response to those comments prepared under subpart 4. Upon notification, the EQB staff shall publish the RGU's decision in the EQB Monitor.

Subp. 6. **Standard.** In deciding whether a project has the potential for significant environmental effects the RGU shall compare the impacts that may be reasonably expected to occur from the project with the criteria in this part.

Subp. 7. **Criteria.** In deciding whether a project has the potential for significant environmental effects, the following factors shall be considered:

A. type, extent, and reversibility of environmental effects;

B. cumulative potential effects. The RGU shall consider the following factors: whether the cumulative potential effect is significant; whether the contribution from the project is significant when viewed in connection with other contributions to the cumulative potential effect; the degree to which the project complies with approved mitigation measures specifically designed to address the cumulative potential effect; and the efforts of the proposer to minimize the contributions from the project;

C. the extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority. The RGU may rely only on mitigation measures that are specific and that can be reasonably expected to effectively mitigate the identified environmental impacts of the project; and

D. the extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EISs.

Subp. 8. [Repealed, 13 SR 1437]

Subp. 9. **Connected actions and phased actions.** Connected actions and phased actions shall be considered a single project for purposes of the determination of need for an EIS.

Statutory Authority: *MS s 116D.04; 116D.045*

History: *13 SR 1437; 21 SR 1458; 31 SR 539; 34 SR 721*

Published Electronically: *August 20, 2018*

ENVIRONMENTAL IMPACT STATEMENT

4410.2000 PROJECTS REQUIRING EIS.

Subpart 1. **Purpose of EIS.** The purpose of an EIS is to provide information for governmental units, the proposer of the project, and other persons to evaluate proposed projects which have the potential for significant environmental effects, to consider alternatives to the proposed projects, and to explore methods for reducing adverse environmental effects.

Subp. 2. **Mandatory EIS categories.** An EIS shall be prepared for any project that meets or exceeds the thresholds of any of the EIS categories listed in part 4410.4400.

Subp. 3. **Discretionary EIS.** An EIS shall be prepared:

CITY OF
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WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: CSAH 56 Access Question and City ROW Parcel

Discussion took place at the July 12th meeting about granting a request for farming access using the City's parcel referred to as "Lutter Avenue". The request was approved with staff being directed to contact Blue Earth County to find out if a driveway could be established in addition to what is there presently as well as install a culvert in the driveway to let water through to not disrupt water flow. Blue Earth County responded that they agree with the existing access being used for a field access. Blue Earth County did note that if the existing access is not adequately size, that the requestors and City can work with County staff to review the access and extend or replace the culvert to widen if needed and permissible. However, it was noted that any future street connection or alteration would require further consideration as it may be unlikely that another access would be permitted by Blue Earth County.

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

Jennifer J. Bromeland
Jennifer J. Bromeland
City Administrator

CITY OF
EAGLE LAKE
WHERE OPPORTUNITY SOARS

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

August 2, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Outside Water Meter Rates

A question was raised by a council member at the July 12th meeting, who was contacted by a resident, inquiring as to the history of the outside water meter rates. Following the July 12th meeting, City staff researched outside water rate history and concluded that in December 2015, action was taken by the City Council to increase the outside water rate for the purpose of promoting water conservation.

Attached you will find copies of the 2015 and 2016 resolutions for fees as well as excerpts from city council meeting minutes.

Discussion should ensue.

Jennifer J. Bromeland
City Administrator

CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2014-53

A Resolution to Increase Certain City fees for 2015

WHEREAS, each year the City of Eagle Lake reviews City fees it will charge in the upcoming year; and

WHEREAS, the City reviews its fees and makes the necessary adjustment to cover costs associated with services; and

NOW THEREFORE, BE IT RESOLVED, that the City Council the City of Eagle Lake, Blue Earth County, Minnesota hereby moves the following Fee structure that will be implemented starting in January 1, 2015

Utility Bill Fees	**Proposed 2014**	**2015**	Notes
Water Rates			
Base Fee	$5.00	$5.00	
0 - 6,999 gallons	$3.77	$3.87	per 1,000 gallons
7,000 - 9,999 gallons	$5.02	$5.15	per 1,000 gallons
10,000 - + gallons	$6.27	$6.43	per 1,000 gallons
Bulk Water Rates	$23.10	$23.68	per 1,000 gallons
Utility Late Fee	$5.00 or 5%	$5.00 or 5%	
Failure to Notify of Bank Change Fee	$5.00	$5.00	
Water Reconnect Fee	$100.00	$100.00	
After Hour Reconnect Fee	$150.00	$150.00	
Dishonored Check Fee	$30.00	$30.00	
Sewer Rates	$6.28	$6.44	per 1,000 gallons
Base Fee	$5.00	$5.00	
Storm Water Drainage Fee	$3.00	$3.08	
Refuse Rates	$13.00	$13.32	
Extra 64 Gallon Container	$13.00	$13.32	
Recycling Rates	$4.09	$4.19	
Recycling Bin	NA	NA	

Adopted by the City Council of Eagle Lake, Minnesota this 1st Day of December, 2014

_____
Tim Auringer, Mayor

ATTEST:

_____
Brad Potter, City Administrator

(S E A L)

CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2015-48

A Resolution to Increase Certain City fees for 2016

WHEREAS, each year the City of Eagle Lake reviews City fees it will charge in the upcoming year; and

WHEREAS, the City reviews its fees and makes the necessary adjustment to cover costs associated with services; and

WHEREAS, the increase is a 2.5 %; and

NOW THEREFORE, BE IT RESOLVED, that the City Council the City of Eagle Lake, Blue Earth County, Minnesota hereby moves the following Fee structure that will be implemented starting in January 1, 2016

Utility Bill Fees	2015	Proposed 2016	Notes
Inside Water Rates			
Base Fee	$5.00	$5.00	
0 - 6,999 gallons	$3.87	$3.97	per 1,000 gallons
7,000 - 9,999 gallons	$5.15	$5.28	per 1,000 gallons
10,000 - + gallons	$6.43	$6.59	per 1,000 gallons
Outside Water Rates (Meter 2)	NA	$6.59	Per 1,000 gallons
Bulk Water Rates	$23.68	$24.27	per 1,000 gallons
Utility Late Fee	$5.00 or 5%	$5.00 or 5%	
Failure to Notify of Bank Change Fee	$5.00	$5.00	
Water Reconnect Fee	$100.00	$100.00	
After Hour Reconnect Fee	$150.00	$150.00	
Winter Reconnect Fee (Dec1 – March 31)	NA	$200.00	
Dishonored Check Fee	$30.00	$30.00	
Sewer Rates	$6.44	$6.60	per 1,000 gallons
Base Fee	$5.00	$5.00	
Storm Water Drainage Fee	$3.08	$3.16	
Refuse Rates	$13.32	$13.65	
Extra 64 Gallon Container	$13.32	$13.65	
Recycling Rates	$4.19	$4.29	

Adopted by the City Council of Eagle Lake, Minnesota this 7th Day of December, 2015.

_____
Tim Auringer, Mayor

ATTEST:

_____
Brad Potter, City Administrator

(S E A L)

- Department goals were reviewed with Council Members asking staff to look into appropriate speed limits on 598th and that the speed on County Road 56 be posted.
- Continued Council input was encouraged.

PUBLIC HEAIRNG

1. Resolution 2015-48 A Public Hearing to special amendment to possibly increasing Chapter 9 Sewer Service Rates and Regulations, Chapter 17 Waste Management and Chapter 18 Storm Water Drainage Utility
   - A 2.5% rate increase for utility bills, a single rate for outside water usage, and a winter rate for disconnecting water service was presented.
   - The public hearing was opened and closed with no comments being offered.
   - Council clarified that rates can be changed any time throughout the year with Council approval, which is correct.
   - Council Member Ries moved to approve Resolution 2015-48 A Resolution to Increase Certain City Fees for 2016 and Council Member Frederick seconded. Motion carried with Council Members Ries, Frederick, Short, and Mayor Auringer voting in favor.

REGULAR AGENDA

1. Sale of Parcels along Parkway Avenue (West of Car Wash)
   - Council Member Ries moved to close the meeting at 6:43 p.m. to discuss land sale pricing with Council Member Frederick seconding. Motion carried with Council Members Ries, Frederick, Short, and Mayor Auringer voting in favor.
   - Council Member Frederick moved to reopen the meeting at 7:02 p.m. with Council Member Short. Motion carried with Council Members Ries, Frederick, Short, and Mayor Auringer voting in favor.
   - Council Member Ries moved to authorize Mr. Potter to enter into purchase agreements with the two interested parties for lots 3 and 4 of the Parkway Avenue Turnback Project and Council Member Short seconded. Motion carried with Council Members Ries, Frederick, Short, and Mayor Auringer voting in favor.
2. Fire Call Data 2015
   - Call data for 2015 was presented. There were 129 calls with 70% being medical. An average of seven (7) members attended each call. Members were paid $10 per call and local training they attended from January 1, 2015 through November 28, 2015.
   - Council Members asked that they be provided with either application information or the prospective members attend the Council meeting in which they are being appointed to the department.
3. Technology Update
   - Information on building permit software, city website redesign, and utility billing online payments was presented.
   - Council directed staff to look more closely into what the transactions fees will be from all parties.

ADMINISTRATOR'S UPDATE

- The administrators update was presented with the following highlights.
- The preliminary park plan MN State University-Mankato students compiled findings were presented which included lack of lighting and goose management. Council directed staff to look into park lighting options this winter.
- Mayor Auringer and Mr. Potter will meet with Pat Hengtes and Mary Fralisch regarding the sewer contract and proceed from there.
- Staff will be meeting with Bolton and Menk regarding stormwater pond monitoring.

2016

ITEMS	APPROVED 2016	NOTES/COMMENTS
UTILITY BILL FEES		
Water Rates		
Base Fee	$5.00	
0 - 6,999 gallons	$3.97	per 1,000 gallons
7,000 - 9,999 gallons	$5.28	per 1,000 gallons
10,000 - + gallons	$6.59	per 1,000 gallons
Secondary Meter rate	$6.59	per 1,000 gallons
Bulk Water Rates	$24.27	per 1,000 gallons

stated that Blue Earth County would not fund half of the construction cost if there is not an adequate boulevard.

- Council discussion included snow removal expectations for the sidewalk and if the sidewalk needs to be straight or if it could curve to miss some obstacles. Also discussed is the fact that many of the properties have a 28 foot right-of-way.
- The meeting was opened for public comment with the following comments being taken:
  - Roger Bechel – 312 S. Agency Street, stated concerns with snow removal and feels a sidewalk away from the curb would be best and would like to see a predictable line for travel.
  - Kevin Rykhus – 524 S. Agency Street, asked if his hedge would be replaced which is five to six feet from the curb, which is in the right-of-way.
  - Bob Winkler – 313 S. Agency Street, stated people now are using the roadway and does not see a need for the sidewalk since people are walking on the road where there are sidewalks. He would like to see sidewalks in areas kids walk to school.
  - Earl Jensen – 420 S. Agency Street, stated he feels this project is not needed and that the roadway is wide enough to accommodate walking.
  - Brent Voss – 515 Thomas Drive, stated speed in the area of Thomas Drive is increasing and a pedestrian crossing in that area could be difficult.
  - Vickie Huebl – 500 S. Agency Street, asked that it be noted that they would lose trees if this project proceeds.
- Council Member Frederick moved to authorize having city engineers proceed by drawing plans to be reviewed by City Council. Council Member Terrell seconded the motion. Motion carried with Council Members Terrell, Frederick, and Mayor Pro Tem Ries voting in favor.

14. Solar Power – Geronimo Energy
    - Rick Maslaski with Geronimo Energy presented how their solar project works. The City would see a $0.01 savings per kilowatt hour. This would be a flat rate for the life of the 25 year contract. There would not be an escalator factor.
    - Council Member Ries moved to enter into an agreement with Geronimo Energy and Council Member Frederick seconded the motion. Motion carried with Council Members Ries, Terrell, Frederick, and Mayor Auringer voting in favor.
15. Outside Water Rates
    - Council reviewed past action which raised outside water usage rates and directed staff to educate residents on the need for water conservation and that the city is limited by the state on the amount of water that can be pumped annually from the aquafer.

NEW BUSINESS

16. Eagle Lake Opportunities – City Ideas for 2016 Budget
    - Intern Jacob Cote is working to assemble an ideas listing from resident for what they would like to see in Eagle Lake. These ideas can then be brought before Council during the budget planning process.
    - Council Member Terrell moved to proceed with the Eagle Lake Opportunities project and Council Member Ries seconded. Motion carried with Council Members Ries, Terrell, Frederick and Mayor Auringer voting in favor.
17. Permanent Bathroom Structure in Fraze Park
    - Two bids were received with the low bid coming in from Murilla Construction in the amount of $27,050 to construct a 12 x 16 rock faced block building with a metal roof.
    - Council Member Terrell moved to proceed with the construction of the bathroom for Fraze Park and Council Member Frederick seconded the motion. Motion carried with Council Members Ries, Terrell, Frederick, and Mayor Auringer.
18. Resolution 2016-30 Adoption of Emergency Management Plan
    - Ms. Rausch explained this plan is strongly encouraged by the League of MN Cities. This plan addresses position responsibilities in the event of an emergency. This plan should be reviewed and updated on an annual basis.
    - Council discussion included the need to address the handling of volunteers and media in the event of an emergency. The need for a 501c organization is imperative for donations from

DEPARTMENT OF HEALTH

Protecting, Maintaining and Improving the Health of All Minnesotans

June 21, 2021

Eagle Lake City Council
c/o Ms. Jennifer Bromeland, Admin.
Eagle Lake City Hall
P.O. Box 159
Eagle Lake, MN 56024-0159

Dear Eagle Lake City Council,

Congratulations! The Minnesota Department of Health (MDH) Oral Health Program and Drinking Water Protection Section are pleased to present the city of Eagle Lake with the American Dental Association (ADA), Association of State and Territorial Dental Directors (ASTDD), and Centers for Disease Control and Prevention (CDC) **2020 Community Water Fluoridation 50 Year Award**. This award is given jointly to recognize public water systems that have consistently adjusted the fluoride concentration in drinking water for the past 50 years.

Because of your efforts and continued support from generations of dental professionals and other health care providers, health care and public health organizations, community leaders, water professionals, and untold others, the prevention of tooth decay through community water fluoridation is recognized by the CDC as one of 10 great achievements in public health of the 20th century. We hope that this award will provide you with an opportunity to highlight your excellent work.

Congratulations on this outstanding achievement and thank you for providing safe, dependable drinking water for your community. If you have any questions about the award, please contact either David Rindal, MDH Drinking Water Protection, at (651) 201-4660 and (david.rindal@state.mn.us), or Muneera Hassan, MDH Oral Health Program, at (651) 201-5424 and (muneera.hassan@state.mn.us).

Sincerely,

prasida Khanal

Prasida Khanal, MPH BDS
Director | Oral Health Program
MN Department of Health
(651) 201-3538

Sandeep Burman, PG.
Manager | Drinking Water Protection
MN Department of Health
(651) 201-4647

Carmelo Cinqueonce, MBA
Executive Director
MN Dental Association
(651) 767-8400

An equal opportunity employer.

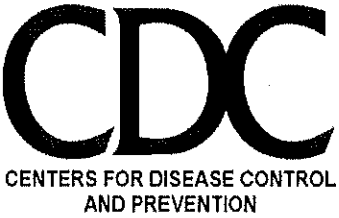
Association of State and Territorial Dental Directors
Centers for Disease Control and Prevention
American Dental Association

CERTIFICATE OF APPRECIATION

50 Year Award, 1970 – 2020

Eagle Lake

for contributions made on behalf of community water fluoridation



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MANKATO TOWNSHIP
PLANNING AND ZONING
10 Civic Center
PO Box 3368
Mankato MN 56002-3368
Phone: (507) 387-8600
Fax: (507) 387-6845

July 19, 2021

The Mankato Township Planning Commission will hold a public hearing on Tuesday, August 10, 2021 at 6:00 p.m., and the Mankato Township Board will hold a public hearing on Tuesday, August 10, 2021 at 7:00 p.m. at Mankato Township Hall, 788 South Victory Drive, Mankato, MN. The purpose of this hearing is to consider the following item that was tabled during the July Mankato Township Planning Commission and Town Board meeting:

** Request of USS Peach Solar LLC for a conditional use permit to construct and operate a 1-megawatt community solar garden for a property located in the Agriculture District. The subject property is described as That part of the West Half of the West Half of the Northwest Quarter of Section 13, Township 108 North, Range 26 West, Blue Earth County, Minnesota, described as: Commencing at an iron pipe monument designating the West Quarter corner of said Section 13, thence South 89°56'54" East (assumed bearing), along the East-West center line of Section 13, a distance of 50.00 feet to a point on the Easterly 50.00 foot wide right of way line of 594 Avenue; thence continuing South 89°56'54" East, along said East-West center line, 500.00 feet to the point of beginning; thence North 00°03'24" West, 435.60 feet; thence North 89°56'54" West, 500.00 feet to a point on the Easterly 50.00 foot wide right of way line of 594 Avenue; thence North 00°03'24" West, along said right of way line, 1358.71 feet to the point of intersection with the South line of the North 842.00 feet of the West Half of the West Half of the Northwest Quarter of said Section 13; thence North 89°55'22" East, along said South line, 613.85 feet to the Southeast corner of the North 842.00 feet of the West Half of the West Half of the Northwest Quarter of said Section 13; thence South 00°02'45" East, along the East line of the West Half of the West Half of the Northwest Quarter of Section 13, a distance of 1795.69 feet to the Southeast corner of the West Half of the West Half of the Northwest Quarter of Section 13; thence North 89°56'54" West, along the East-West center line of said Section 13, a distance of 113.51 feet to the point of beginning, 20.29 acres. (Blue Earth County PID R430913100012).

You are receiving notice of this hearing because according to County Assessment Records you own property within the required notification area that is stipulated by State Law and/or Mankato Township Code. Please share this notice with your neighbors if they did not receive a copy.

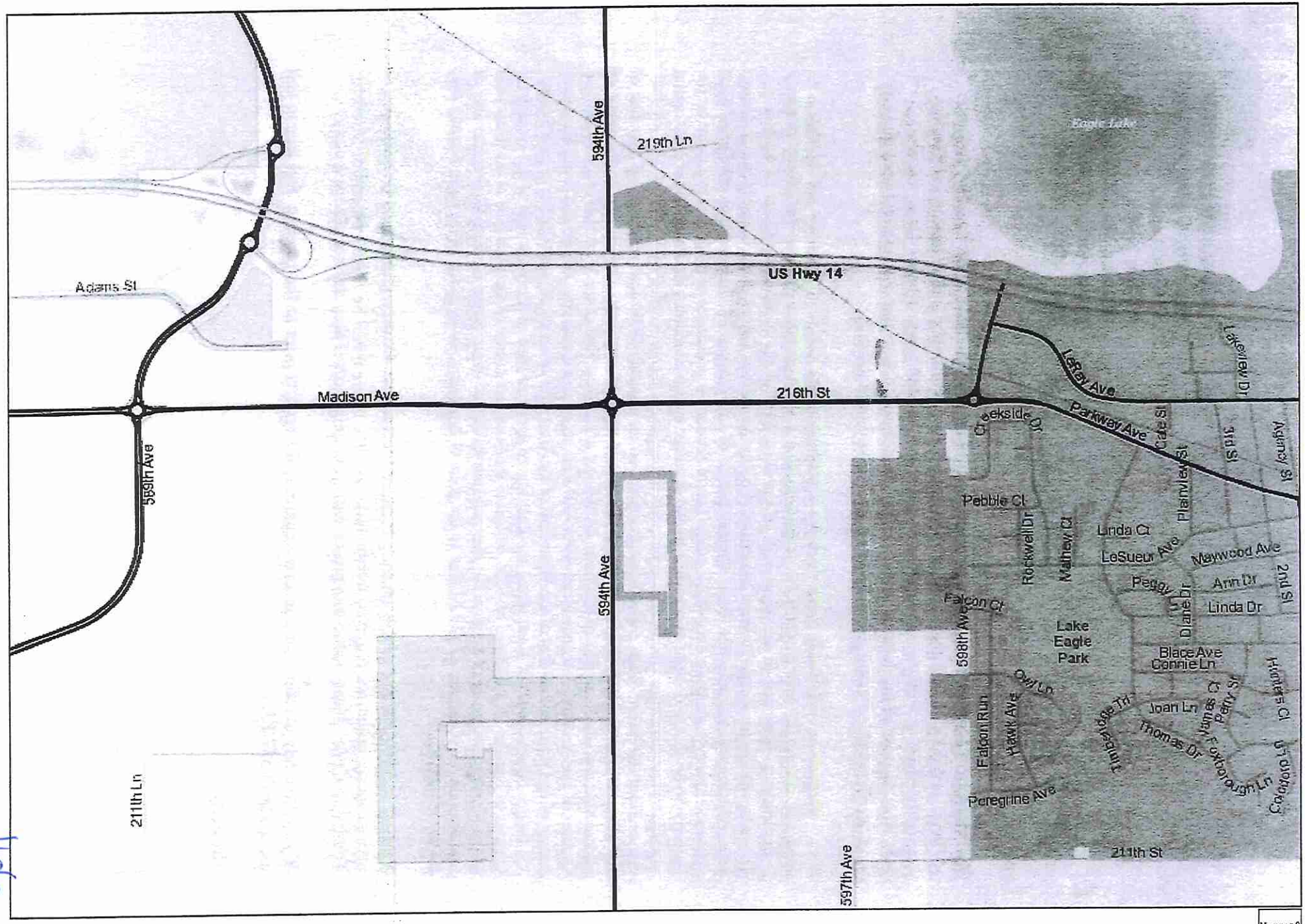
If you have any questions or concerns regarding the request prior to the meeting, feel free to call me at (507) 387-8571.

Sincerely,

Molly Westman
Planning Coordinator

165

General Location Map



Date: June 2021

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

MANKATO

N

Aerial Map

Date: June 2021

Author:

100 N 6th Street, Suite 410B
Minneapolis, MN 55403
612.260.2230
www.us-solar.com

June 15, 2021

Re: Response to comments from gas pipeline operators about USS Peach Solar LLC

SOLAR PROJECT INFORMATION

USS Peach Solar LLC, a wholly-owned subsidiary of US Solar, applied for a Conditional Use Permit to construct and operate a 1 MWac community solar garden on Parcel R430913100012 in Blue Earth County. Gas pipeline operators have asked for more information, including system specifications and a site plan so they can confirm that the solar project is not injurious to their infrastructure. At the July 14, 2021 Mankato Township meeting, USS Peach Solar LLC was asked to answer all questions and get a thumbs up from the gas pipeline operators prior to the August 10 meeting.

SOLAR PROJECT INFORMATION

PROJECT LOCATION – The image below shows the project's location in relation to the two gas pipelines. The nearest component of the solar facility is approximately 305' from the Pembina Cochin LLC pipeline and further from the Alliance Pipeline L.P. pipeline.

100 N 6th Street, Suite 410B 612.260.2230
Minneapolis, MN 55403 www.us-solar.com

ELECTRICAL CHARACTERISTICS – USS Peach Solar LLC is a 1 MWac solar facility, designed at 1,500Vdc / 600Vac. All underground cable is grounded and in compliance with NEC. At the point of interconnection, the facility steps up to match the voltage of Xcel's existing distribution line on 594th ave, which is 13.8 kV or 13,800V. As seen in the site plan and electrical single line diagram provides as attachments, there are no underground cables outside of the subject parcel.

ELECTRICAL SAFETY – USS Peach Solar LLC is required to follow National Electric Code and National Electric Safety Code. It must undergo state electrical permitting and inspections. The main power station is within the fenced project area, as is all other equipment. The main power station is grounded with rods and ring – and, we have a grounding transformer on-site. Furthermore, there are over 500 steel I-beams that penetrate >12' into the ground that serve as the foundation for the solar racking system – all contained within the project fence. Lastly, the perimeter fence is complete with grounding rods at each of the four corners and at the gate. This project will not cause any stray voltage. There is no relationship between stray voltage and solar energy production.

INTERCONNECTION TO GRID – As mentioned previously, USS Peach Solar LLC is connecting directly to an existing 3-phase distribution power line on 594th Ave. The project does not alter the voltage or negatively impact the existing power line in any way. This is confirmed throughout extensive studies performed by Xcel Energy, including an Initial Review, Supplemental Review, System Impact Study, and Facilities Study. The applicant, USS Peach Solar LLC, must pay for any upgrades to the existing electrical infrastructure to ensure there are no negative impacts to the distribution grid, distribution substation, or transmission system. For all utilities in the state, this process is governed by the Minnesota Distributed Interconnection Process (MNDIP). The interconnection of community solar gardens is regulated by the Public Utilities Commission.

CROSSING AGREEMENTS – USS Peach Solar LLC will not cross or impact any pipelines. It is approximately 305' from the Pembina Cochin LLC pipeline and further (~360') from the Alliance Pipeline L.P. pipeline. For other projects, US Solar has crossed multiple pipelines in Minnesota and never had any issues. Specifically, ENengineering, a licensed 3rd party engineer, was hired by Northern Natural Gas ("NNG") to study steady-state, fault conditions, AC corrosion risk, and possible AC safety issues related to a pipeline crossing where the solar project's cable would be five (5') feet from the pipeline. As a result of that study, ENengineering provided a statement to NNG that "**the pipelines are not considered to be at risk for fault coupling**" and the solar project design is **"adequate to address any steady-state interference which may arise at the crossing."** In our crossing agreement with NNG, there are three simple design requirements:

1. Cables energized to 600V or more should cross [a pipeline] a minimum of 10 feet below.
2. We are only allowed to cross pipeline facilities with cables that meet or exceed the following specifications: 5 kV – 35 kV copper tape shielded insulated power cable.
3. Installation of two test stations to be located at the conduit crossing of the pipeline.

For USS Peach Solar LLC, let's be clear – we aren't crossing a pipeline. Even so, our cables will be 5 kV – 35 kV copper tape shielded insulated power cables, and all cables will be much more than 10 feet away from the pipeline.

Please feel free to reach out to me directly with any additional questions.

Best regards,

David Watts – Director, Project Development

United States Solar Corporation
O: 612.294.6978 M: 612.859.7575
david.watts@us-solar.com

LEGEND

- SWITCHBOARD AND TRANSFORMER PAD
- SINGLE AXIS TRACKER
- PROPOSED POWER POLE
- PROJECT BOUNDARY
- EXISTING OVERHEAD POWERLINE
- EXISTING UNDERGROUND POWERLINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING ROAD RIGHT OF WAY
- ROAD RIGHT OF WAY CENTERLINE
- EXISTING EASEMENT
- YARD SETBACK LINE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
- PROPOSED UNDERGROUND COLLECTOR
- PROPOSED OVERHEAD POWERLINE
- PROPOSED FENCE LINE
- PROPOSED STORMWATER BASIN
- PROPOSED LANDSCAPE BUFFER
- PROPOSED GRAVEL STAGING AREA
- PROPOSED EMPLOYEE PARKING AREA

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	1,348 kW
SYSTEM SIZE AC	1,000 kW
DC/AC RATIO	1.348
MODULE RATING	520 W
TOTAL MODULE QTY	2700
TOTAL NO. TRACKER RACKS	24
TOTAL NO. MODULES PER TRACKER RACK	108
INTER-ROW SPACING	11.5'
PITCH	19.5'
GCR	38.3%
FENCED AREA	6.76 ACRES
MODULE AREA	1.63 ACRES

PERMANENT IMPERVIOUS SURFACES	
ACCESS ROAD	0.16 ACRES
EQUIPMENT PAD	0.02 ACRES

GENERAL NOTES

1. INSTALLATION TO COMPLY WITH NEC 2017 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES OR REGULATIONS
2. EQUIPMENT SHALL BE LABELED PER NEC 690 AND XCEL ENERGY REGULATIONS
3. 16' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE.
4. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE PENDING SURVEY.

Westwood
Phone (608) 821-4600 6401 Greenway Blvd., Suite 400 Middleton, WI 53562 www.westwoodps.com
Westwood Professional Services, Inc.
Wisconsin Professional Firm Registration # 000000-0000-00 Expires 12/31/9999

PREPARED FOR:

US SOLAR
100 N 6th St. #218c
Minneapolis, MN, 55403

REVISIONS:

#	DATE	COMMENT
A	02/12/21	Conditional Use Permit Site Plan
B	03/04/21	Conditional Use Permit Site Plan
C	04/09/21	Conditional Use Permit Site Plan
D	05/16/21	Conditional Use Permit Site Plan
E	07/14/21	Conditional Use Permit Site Plan

ONE CALL

0' 50' 100' 150'

USS Peach Solar LLC

Blue Earth County, MN

PV Site Plan

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 07/14/2021

SHEET: C.100

LEGEND

- SWITCHBOARD AND TRANSFORMER PAD
- SINGLE AXIS TRACKER
- PROPOSED POWER POLE
- PROJECT BOUNDARY
- EXISTING OVERHEAD POWERLINE
- EXISTING UNDERGROUND POWERLINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING ROAD RIGHT OF WAY
- ROAD RIGHT OF WAY CENTERLINE
- EXISTING EASEMENT
- YARD SETBACK LINE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
- PROPOSED UNDERGROUND COLLECTOR
- PROPOSED OVERHEAD POWERLINE
- PROPOSED FENCE LINE
- PROPOSED STORMWATER BASIN
- PROPOSED SILT FENCE
- DRAINAGE AREA BOUNDARY
- PROPOSED RIP RAP
- PROPOSED CULVERT
- PROPOSED GRAVEL STAGING AREA
- PROPOSED EMPLOYEE PARKING AREA

PRELIMINARY GRADING ESTIMATES		
	CUT	FILL
ARRAY	5 CY	270 CY
ENTRANCE	5 CY	15 CY
BASIN	650 CY	0 CY
BERM	0 CY	160 CY
TOTAL	660 CY	445 CY

GENERAL NOTES

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Westwood
Phone (800) 821-8400 8401 Greenway Blvd., Suite 400 Middleton, WI 53562 westwoodps.com
Westwood Professional Services, Inc.
Wisconsin Professional Firm Registration # [illegible] Engineering: [illegible]
Expires 12/31/2020

PREPARED FOR:

US SOLAR

100 N 6th St. #218c
Minneapolis, MN, 55403

REVISIONS:

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ONE CALL

0' 50' 100' 150'

USS Peach Solar LLC

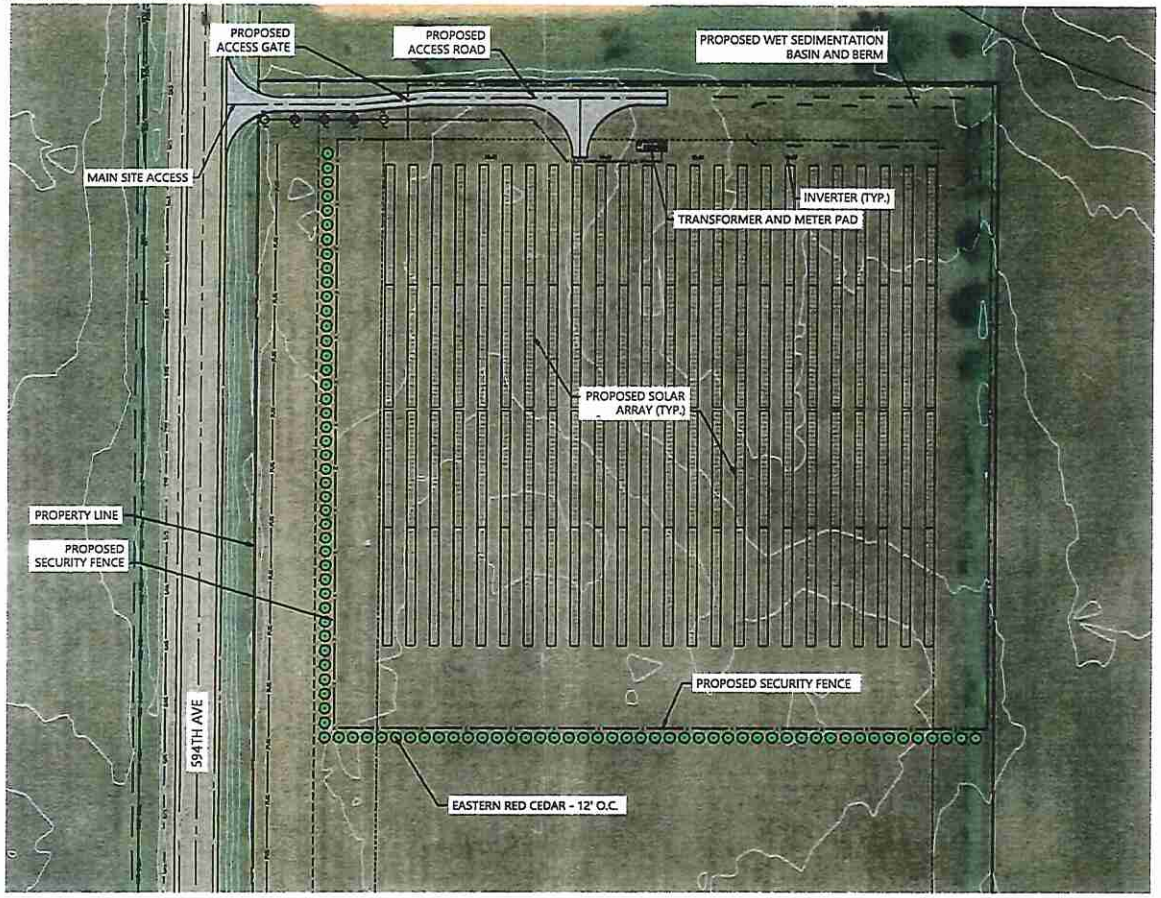
Blue Earth County, MN

Site Grading and Hydrology

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 07/14/2021

SHEET: C.101



Overall Vegetative Screening Plant Schedule

SYMBOL	ESTIMATED QUANTITY	COMMON/BOTANICAL NAME	SIZE AT INSTALLATION	SPACING O.C.	MATURE SIZE H	MATURE SIZE W	APPROX. HEIGHT AT 7 YEARS
		SMALL EVERGREEN TREES (SEV)					
	87	Eastern Red Cedar / Juniperus virginiana	4' HT B&B	12'-0" O.C. TYP	20'-30'	6'-25'	10'-12'

NOTES.
1. ALL QUANTITIES ARE PRELIMINARY ESTIMATES
2. B.B. SPECIFIES ROOT TYPE AS BALLED AND BURLAPPED
3. HT. SPECIFIES MINIMUM SPECIMEN HEIGHT UPON INSTALLATION.
4. O.C. SPECIFIES ON-CENTER AND IS THE DISTANCE FROM THE CENTER OF ONE PLANT TRUNK OR STEM TO THE NEXT

SHOULD THERE BE ISSUES IN FINDING ENOUGH PLANTS OF THE VARIOUS SPECIES CONTACT LANDSCAPE ARCHITECT FOR APPROVAL OF SUBSTITUTE SPECIES

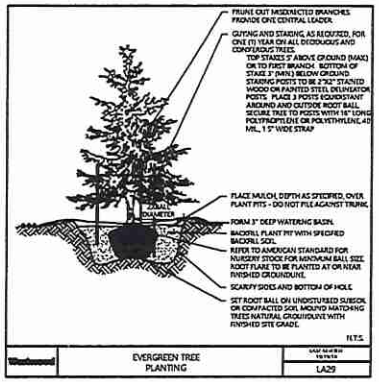
Vegetative Screening Plant Materials

Eastern Red Cedar

Planting Notes

1. CONTRACTOR SHALL CONTACT GOPHER STATE "ONE CALL" 811 OR 1-800-252-1166 TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE OWNER PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS.
   ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
   ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
   ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
   ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
   CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
12. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY OWNER FOR THE NEED OF ANY SOIL AMENDMENTS.
14. BACKFILL SOIL AND TOPSOIL TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
15. PROVIDE MULCH FOR ALL TREE AND SHRUB PLANTINGS PER DETAIL. MULCH TO BE SHREDDED HARDWOOD AND FREE OF DELETERIOUS MATERIAL. MULCH 3" DIAMETER RING AROUND ALL TREES AND SHRUBS TO A DEPTH OF 4". KEEP MULCH OFF TRUNK.
16. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
17. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
18. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Planting Details



Westwood
Phone (800) 621-4400 8401 Greenway Blvd., Suite 400 Middleton, WI 53562
Westwood Professional Services, Inc.
Minnesota Professional Firm Registration # (Engineering) 2917-11
Expires 01/31/2020

PREPARED FOR:

US SOLAR
100 N 6th St. #218c
Minneapolis, MN, 55403

REVISIONS:

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A	02/12/21	Conditional Use Permit Site Plan
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D	06/16/21	Conditional Use Permit Site Plan
E	07/14/21	Conditional Use Permit Site Plan

ONE CALL

0' 50' 100' 150'

USS Peach Solar LLC

Blue Earth County, MN

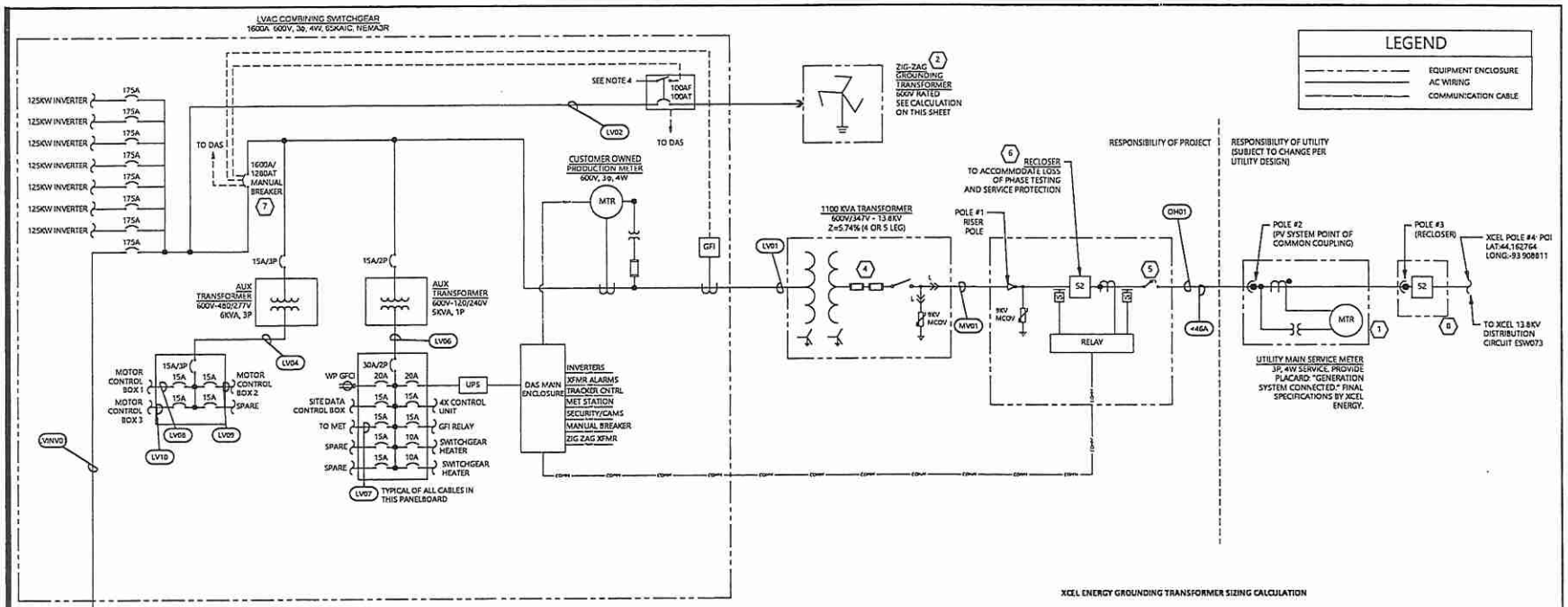
Landscape Plan

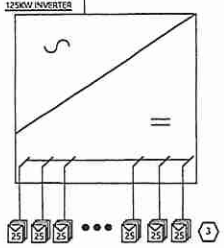
PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 07/14/2021

SHEET: C.102

172





1 Interconnection Oneline
NTS

GENERAL NOTES

1. EQUIPMENT USED SHALL BE UL-LISTED AS PER STANDARDS LISTED BELOW
   1.1. INVERTERS : UL1741 (3-PHASE)
   1.2. MODULES : UL1703
   1.3. RACKING : UL2703 OR 3703
2. EQUIPMENT SELECTION, PV SYSTEM DESIGN AND INSTALLATION WILL BE AS PER NEC 2017 STANDARDS. THE PROPOSED SYSTEM IS A UTILITY INTERACTIVE SYSTEM AND SHALL BE DESIGNED, INSTALLED, AND OPERATED IN COMPLIANCE WITH APPROPRIATE STANDARDS SUCH AS - FERC, OATT, NEC, AND IEEE.
3. EACH PROJECT/COMMUNITY SOLAR GARDEN SHALL INTERCONNECT WITH XCEL ENERGY INDEPENDENTLY UP TO THE POINT OF XCEL ENERGY'S REVENUE METER.
4. THE GROUNDING TRANSFORMER BREAKER SHALL INCLUDE AN AUXILIARY CONTACT. THE SWITCHGEAR MANUAL BREAKER SHALL OPEN WHEN THE AUXILIARY CONTACT INDICATES THAT THE GROUNDING TRANSFORMER BREAKER IS OPEN AND SHALL BE INTERLOCKED TO PREVENT THE RECLOSING OF THE MANUAL BREAKER IF GROUNDING TRANSFORMER BREAKER IS NOT CLOSED. THIS INTERLOCK TO BE IMPLEMENTED THROUGH THE GFI RELAY.
5. NAME OF CUSTOMER: USS PEACH SOLAR LLC
6. COMMUNITY SOLAR GARDEN RATED AT 1000KW AT 0.95 POWER FACTOR.
7. BREAKER TERMINATIONS IN SWITCHGEAR SHALL BE HIGH PRESSED CRIMP.

KEY NOTES

1. MAIN SERVICE METER. 3P, 4W SERVICE. PROVIDE PLACARD: "GENERATION SYSTEM CONNECTED." FINAL SPECIFICATIONS BY XCEL ENERGY. CUSTOMER TO PROVIDE AND INSTALL PER XCEL "STANDARD FOR ELECTRIC INSTALLATION AND USE" TABLE OF RESPONSIBILITY FOR PM-10. INSTALLATION PER PM-10.
2. MINIMUM GROUNDING TRANSFORMER SIZE CALCULATIONS SHOWN. TRANSFORMER AND BREAKER SIZES TO BE COORDINATED TO PREVENT NUISANCE TRIPPING AND OVERLOAD. SHALL BE INTERLOCKED TO PREVENT RECLOSING OF MANUAL BREAKER IF GROUNDING TRANSFORMER BREAKER IS NOT CLOSED.
3. DELTA M125HV, 125KW INVERTER, 3-PHASE, 600VAC
   25 MODULES PER STRING. HELIENE 72M BIFACIAL 380W MODULES.
4. EXPULSION FUSE (TBD), CURRENT LIMITING FUSE (TBD), AND LOAD BREAK DISCONNECT.
5. UTILITY AC DISCONNECT.
6. POLE MOUNTED RECLOSER. TO FACILITATE LOSS OF PHASE TEST. VOLTAGE SENSING REQUIRED ON BOTH SIDES OF SWITCH. SHALL TRIP THE OTHER PHASES OPEN UPON OVERVOLTAGE DETECTION DURING LOSS OF PHASE TEST. COMMUNICATES STATUS TO THE DAS.
7. MANUAL BREAKER TO BE READILY ACCESSIBLE AND LOCKABLE.
8. UTILITY RECLOSER. POLE# 3.

XCEL ENERGY GROUNDING TRANSFORMER SIZING CALCULATION

Select Grounding Source Type = Zig Zag

REQUIREMENT 1

kV =	0.6	(Grounding Xfmr Voltage)
MVA_{PV} =	1.1	(Total PV Plant MVA Rating)
Z_{base} = kV^2/MVA_{PV} =	0.327 Ω	
$X_{0,req}$ = 0.6 x Z_{base} =	0.196 ± 10% Ω	<== Ground Source X_0

REQUIREMENT 2

Verify $X_{0,req}/R_{0,req} \geq 4$

$R_{0,req}$	0.040 Ω	
$(0.9*X_0) / (1.1*R_0)$ =	4.000	<== X_0/R_0 ratio with 10% tolerance must be greater than or equal to 4

REQUIREMENT 3

Assuming voltage imbalance (V_0) of	4.0%	
$I_{NEUT} = V_{NEUT} / Z_{base}$ =	1058.5 A	
$I_{0m} = V_0 / Z_0$ =	0.0667 A	
$I_2 = I_{NEUT} * I_{0m}$ =	70.6 A	
$I_{LSG} = 3 * I_0$ =	211.7 A	
UPSIZED FOR BREAKER COORDINATION =	300.0 A	<== Continuous Current Min. Rating

REQUIREMENT 4

3PH Fault Current @ POI =	9291 A	
SLG Fault Current @ POI =	9131 A	
PV Plant 3PH Fault Current =	1058.48 A	
assuming inverter short circuit contribution of:	1.0 x FLA	
Utility Z1 =	0.0361 Ω	
Utility Z0 =	0.0416 Ω	
Utility + PV Z1 =	0.0375 Ω	
Utility + PV Z0 =	0.0343 Ω	
New estimated SLG Fault Current =	9753.60 A	
Estimated % $3I_0$ in DG =	21.17%	
Estimated Fault Current =	2065 A	
110% of $3I_0$ =	2270 A	<== 10-Second Withstand Rating

Westwood
Phone (612) 621-4400 | 1800 Pioneer Way, Suite 102 Mahtomedi, MN 55362 | westwoodps.com
Westwood Professional Services, Inc. CERTIFICATE OF AUTHORITY

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature:
Typed or Printed Name: Douglas A. McAcher
Date: 07/24/2020 License Number: 40887

DESIGNED	MM
CHECKED	DLH
DRAWN	SOP
RECORD DRAWING BY/DATE	07/24/20

PREPARED FOR:

US SOLAR
100 N 6th St #410B
Minneapolis, MN 55403

REVISIONS:

#	DATE	COMMENT

ONE CALL

CUSTOMER OF RECORD: US SOLAR

CASE # 03893953
LAT: 44.162764
LONG: -93.908811
SUBSTATION EASTWOOD

USS Peach Solar LLC
Blue Earth County, Minnesota
21541 594th Ave,
Mankato, MN 56001

Interconnection Oneline

NOT FOR CONSTRUCTION

DATE: 07/24/2020
SHEET: E.200

178

FREE EVENT

NATIONAL NIGHT OUT

HOSTED BY

Epiphany Lutheran Church

in Partnership with

Eagle Lake Area Lions Club

AUGUST 3 | 5 - 7 PM

Epiphany Lutheran Church

Epiphany Lutheran Church

NATIONAL NIGHT OUT 2021

POLICE-COMMUNITY PARTNERSHIPS

INCLUDED

Fire Truck

Police Squad

Games & Prizes for the Kids

HOT DOG, CHIPS & POP

Free Will Offering

Proceeds will go towards the Parks Project