



CITY OF HOWARD LAKE

City Council Meeting

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA JANUARY 16, 2024 – 7:00 pm

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Any additions, deletions, modifications to the agenda will be done at this time.

D. COUNCIL MEETING MINUTES

- a. Consider Approving Council Meeting Minutes from the December 4th Council Meeting.

E. CITIZEN INPUT

F. COUNCIL/COMMITTEE REPORT

G. DEPARTMENT REPORTS

H. CONSENT AGENDA

- a. Consider Accepting all Reports & Payment of Claims.
- b. Consider Approval of 2024 Fees and Charges Schedule.
- c. Consider Resolution 24-01 Approving 2024 Utility Enterprise Fees & Charges.
- d. Consider Approving Use of Space for Spring Vintage Flea Market.
- e. Consider Approving Renewal of HVAC Maintenance Agreement.
- f. Consider Appointing Election Judges for 2024.

I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS

J. NEW BUSINESS

- a. Consider Request of Howard Lake Royalty for Assistance Repairing Parade Float.
- b. Consider Request of American Legion Memorial Committee to Move Location of Memorial.
- c. Consider Approving Modification to HLFD Automatic Fire Aid Agreement.
- d. Consider 2023 Committee Appointments and Designations.

K. OLD BUSINESS

L. ADMINISTRATOR'S REPORT

M. ADJOURN

The City Council will adjourn to a Workshop following the regular meeting.



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

December 4, 2023

TNT MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Allan Munson

Jason Deiter

Gene Gilbert

Tom Kutz

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

ALSO PRESENT

Austen Neaton, Herald Journal

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 6:00 p.m. and opened the Public Hearing for the Truth in Taxation meeting.

Haggenmiller presented a power point relating to the budgeting process for 2024 and beyond.

Vern Kleve – 609 10th Ave – thanked the staff and Council for the work put in to creating the budget. He stated that he is more concerned about larger increases that the residents are going to see over the next few years.

Gerry Smith – 1112 5th Street – was concerned when he saw the initial 18% proposed levy & what is going to come over the next few years.

Vern Kleve addressed the Council again stating he would like to see the Council pass a 10% levy instead of the proposed 8% to hopefully help with less of an extreme increase in the years to come.

Mayor Zimmerman closed the public hearing at 6:50

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:05 pm. The motion was seconded by Council Member Gilbert and passed unanimously.

Attest – City Administrator/Clerk

Mayor



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

December 4, 2023

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Allan Munson
Jason Deiter
Gene Gilbert
Tom Kutz

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator
Keith Bobrowske, Fire Chief

ALSO PRESENT

Austen Neaton, Herald Journal

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Haggenmiller suggested moving New Business Item C to the top of the new business list, since Chief Bobrowske is in the audience.

Council Member Kutz moved to approve the agenda and moving New Business Item C up to the top of New Business. The motion was seconded by Council Member Munson and passed unanimously.

APPROVAL OF MINUTES

Council Member Kutz moved to approve the minutes from the November 20, 2023 Council Meeting and Work Session. The motion was seconded by Council Member Gilbert and passed unanimously.

CITIZEN INPUT

None.

COUNCIL/COMMITTEE REPORT

None.

DEPARTMENT REPORTS

None.

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	61804-64898	\$1,166,045.91
PAYROLL	27426-27441, 503056-503090	\$83,919.93
ELECTRONIC	1563-1570	\$66,730.63
TOTAL		\$1,316,696.47
<hr/>		
AMBULANCE CLAIMS	6024-6034	\$9,317.50
ELECTRONIC		
TOTAL		\$9,317.50

b. Consider Approving to Not Waive Our Statutory Tort Limits.

c. Consider Approving 2024 City Council and Parks & Planning Meeting Dates

Council Member Deiter moved to approve the Consent Agenda. The motion was seconded by Council Member Kutz and passed unanimously.

PUBLIC HEARING/PRESENTATION

None.

NEW BUSINESS

a. Consider Resolution 23-34 Increasing the Howard Lake Fireman’s Relief Association Benefit

Haggenmiller presented the staff report, noting the Fire Relief Association voted to increase the benefit to \$2,400 per year of service for vested members.

Council Member Kutz moved to approve Resolution 23-34 Increasing the Howard Lake Fireman’s Relief Association Benefit to \$2,400. The motion was seconded by Council Member Gilbert and passed unanimously.

b. Consider Approving Personnel Policy Updates for ESST Compliance

Haggenmiller presented the staff report related to the ESST statute. He stated that staff is still working on how to track/accumulate the ESST hours.

Mayor Zimmerman asked Chief Bobrowske if hours would be deducted from the ESST bank if a member doesn’t attend a meeting or mandatory training.

c. Consider Various 2024 Levy & General Fund Budget Approvals

Haggenmiller presented the staff report noting several items that lead to the proposed final 2024 tax levy amount of 8%. He stated that if the Council wished to increase the levy more than 8%, he would suggest not going above 10% to remain in line with other cities in the County. Going from 8%-10% would be about an additional \$20,000.

- **Resolution 23-32 Adopting Final 2024 Tax Levy**

Council Member Kutz moved to approve the moved to approve proposed property tax levy in 2024. The motion was seconded by Council Member Munson and passed unanimously.

- **Resolution 23-33 Adopting Final 2024 Debt Service Levy**

Council Member Deiter moved to approve Resolution 23-32 adopting proposed property tax levy for 2024. The motion was seconded by Council Member Kutz and passed unanimously.

- **Consider Adopting 2024 General Fund Budget**

Council Member Kutz moved to approve the adoption of the 2024 General Fund Budget. The motion was seconded by Council Member Deiter and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:05 pm. The motion was seconded by Council Member Gilbert and passed unanimously.

Attest – City Administrator/Clerk

Mayor

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - December 4, 2023-January 16, 2024

GENERAL FUND	CHECKS: 61867-62076	\$1,797,265.23
PAYROLL	27442-27469, 503091-503162	96,257.00
ELECTRONIC	1567-1586	<u>84,545.98</u>
TOTAL		\$1,978,068.21

AMBULANCE CLAIMS	CHECKS: 6034-6046	\$10,730.40
ELECTRONIC		
TOTAL		\$10,730.40

Approved:

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
1567e	INTERNAL REVENUE SERVICE	12/4/2023	\$33,209.29 PR 12-01-2023
1568e	MN DEPT OF REVENUE	12/4/2023	\$6,157.31 PR 12-01-2023
1569e	PERA	12/4/2023	\$7,890.50 PR 12-01-2023
1570e	LEAP-WEX	12/4/2023	\$550.04 PR 12-01-2023
1571e	CUSTOMERS	12/5/2023	\$1,876.11 NSF UB 01 2651 00
1572e	LEAP-WEX	12/5/2023	\$0.20 Crtr pr 11-17-2023 pmt
1573e	CITY OF BUFFALO	12/5/2023	\$60.00 ACCT# 26-022950-00
1574e	HEARTLAND PYMT SERVICES	12/5/2023	\$1,463.87
1575e	AUTHNET GATEWAY BILLING	12/6/2023	\$25.00
1576e	PSN	12/6/2023	\$1,305.86
1577e	LS WEEKEND CASH	12/6/2023	\$1,500.00
1578e	NCR SECURE PAY	12/6/2023	\$137.18
1579e	WEX HEALTH INC	12/6/2023	\$13.75 Monthly Leap Wex fee
1580e	CITIZENS ALLIANCE BANK	12/6/2023	\$45.00 ACH fee
1581e	MN DEPT OF REVENUE	12/13/2023	\$7,500.00 LS Nov sales tax
1582e	MN DEPT OF REVENUE	12/13/2023	\$2,248.00 Nov sale tax
1583e	INTERNAL REVENUE SERVICE	12/26/2023	\$9,698.37 PR 12-15-223
1584e	MN DEPT OF REVENUE	12/26/2023	\$1,845.49 PR 125-15-2023
1585e	PERA	12/26/2023	\$8,469.97 PR 12-15-2023
1586e	LEAP-WEX	12/26/2023	\$550.04 PR 12-15-2023
27442	DEITER, JASON	12/15/2023	\$415.57
27443	ZIMMERMAN, PETER A	12/15/2023	\$69.26
27444	GOEPFERT, THOMAS	12/15/2023	\$417.30
27445	ARNOLD, KAYLA	12/15/2023	\$46.17
27446	DICKENS, CHRISTENA M	12/15/2023	\$24.01
27447	DRUSCH, JACOB D	12/15/2023	\$115.44
27448	MAGES, ALEX	12/15/2023	\$202.14
27449	PETERSON, JEREMY	12/15/2023	\$23.09
27450	STOLL, ERIC	12/15/2023	\$138.52
27451	MANZ, KRISTINA J	12/15/2023	\$118.61
27452	MILLER, EDWARD M	12/15/2023	\$204.37
27453	BONNICK, STEVEN	12/15/2023	\$32.06
27454	CHAFFINS, GORDON	12/15/2023	\$74.38
27455	HARTNECK, BEAU P.	12/15/2023	\$305.29
27456	GOEPFERT, THOMAS	12/29/2023	\$55.46
27457	ELMER, DANIEL J	12/29/2023	\$99.73
27458	MILLER, EDWARD M	12/29/2023	\$207.10
27459	HARTNECK, BEAU P.	12/29/2023	\$236.17
27460	HARTNECK, SEAN M.	12/29/2023	\$472.34
27461	KUTZ, TOM	1/12/2024	\$277.05
27462	DICKENS, CHRISTENA M	1/12/2024	\$35.09
27463	DRUSCH, JACOB D	1/12/2024	\$92.35
27464	MAGES, ALEX	1/12/2024	\$259.88
27465	PETERSON, JEREMY	1/12/2024	\$69.26
27466	STOLL, ERIC	1/12/2024	\$205.48
27467	WIECH, KYLE	1/12/2024	\$92.35
27468	MILLER, EDWARD M	1/12/2024	\$109.11
27469	HARTNECK, SEAN M.	1/12/2024	\$392.87
61867	KEITH BOBROWSKE	12/4/2023	\$65.00 Cell Allowance
61868	BOLTON & MENK, INC	12/4/2023	\$82,254.00
61869	CENTURYLINK	12/4/2023	\$631.63 Century Link
61870	CINTAS	12/4/2023	\$80.05
61871	FORSMAN PROPERTIES, LLC	12/4/2023	\$110,890.83 2nd Half of TIF pay 2023
61872	NICK HAGGENMILLER	12/4/2023	\$365.00 Cell Allowance

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt	
61873	HLWW FFA	12/4/2023	\$3,000.00 FAA
61874	MYRA LAWAY	12/4/2023	\$65.00 Cell Allowance
61875	MARCO TECHNOLOGIES LLC	12/4/2023	\$518.62
61876	DEBRA MCALPINE	12/4/2023	\$65.00 Car Allowance
61877	MCSHANE, BRENDEN	12/4/2023	\$298.32 Refund overpmt of UB 00 3381 01
61878	MEDIACOM LLC	12/4/2023	\$136.90
61879	JARED MERGES	12/4/2023	\$65.00 Cell Allowance
61880	JIM OTTENSTROER	12/4/2023	\$65.00 Cell Allowance
61881	PLUNKETT'S PEST CONTROL	12/4/2023	\$123.83 Plunketts
61882	CLAYTON PRESTIDGE	12/4/2023	\$65.00 Cell Allowance
61883	THE LODGE OF HOWARD LAKE,	12/4/2023	\$10,103.80 2nd half of TIF pay 2023
61884	THE MILL POND	12/4/2023	\$1,311.70
61885	THEISEN, MEAGAN	12/4/2023	\$463.80 Cell Allowance
61886	T-MOBILE	12/4/2023	\$342.41 T-Mobile
61887	US BANK	12/4/2023	\$550.00 Agent fees 2018A Bond
61888	CONSTRUCTION SYSTEMS, INC	12/4/2023	\$1,198.29 Application 2305-4
61889	CONTEGRITYGROUP	12/4/2023	\$27,355.95 Contegritty site supervision
61890	DESIGN ELECTRICAL CONTRAC	12/4/2023	\$11,504.26 Application #4
61891	HEARTLAND GLASS CO. INC.	12/4/2023	\$22,264.24 Application #3
61892	MCDOWALL COMPANY	12/4/2023	\$45,695.00 Application #1HLNPL-01
61893	MID CENTRAL DOOR	12/4/2023	\$46,290.89 Application #2
61894	NEW LOOK CONTRACTING, INC	12/4/2023	\$42,579.95 Application #3
61895	OLYMPIC COMPANIES, INC.	12/4/2023	\$27,217.50 Application #4
61896	VEIT & COMPANIES, INC	12/4/2023	\$1,370.00 Veit Company
61897	VOS CONSTRUCTION	12/4/2023	\$8,417.00 Application #2
61898	WENZEL-PLYMOUTH PLUMBING	12/4/2023	\$373.78 Connect gas hoses to heaters
61899	BELLBOY CORPORATION	12/14/2023	\$1,603.12
61900	BREAKTHRU BEVERAGE	12/14/2023	\$1,201.70
61901	CAPITOL BEVERAGE SALES	12/14/2023	\$5,322.00
61902	DAHLHEIMER BEVERAGE GREE	12/14/2023	\$5,882.20
61903	PAUSTIS WINE COMPANY	12/14/2023	\$326.50
61904	BREAKTHRU BEVERAGE	12/14/2023	\$377.54
61905	CAPITOL BEVERAGE SALES	12/14/2023	\$4,639.16
61906	CENTERPOINT ENERGY	12/14/2023	\$580.13
61907	CR ELECTRIC	12/14/2023	\$1,049.53
61908	DAHLHEIMER BEVERAGE GREE	12/14/2023	\$4,555.11
61909	DAKOTA SUPPLY GROUP	12/14/2023	\$1,400.00 meter
61910	APRIL DEBNER	12/14/2023	\$50.00 Park/Plan meeting 2
61911	DEITER, JASON	12/14/2023	\$150.00 Park/Plan meeting - 1
61912	EMERYS TRUCK & TRAILER REP	12/14/2023	\$1,991.37
61913	FINKEN WATER CENTERS	12/14/2023	\$91.15
61914	FLATOUT TIRE SERVICE LLC	12/14/2023	\$1,700.00
61915	GENE GILBERT	12/14/2023	\$150.00 Parks/Plan mtgs - 2
61916	GOPHER STATE ONE-CALL, INC	12/14/2023	\$37.80
61917	BARBARA GUENIGSMAN	12/14/2023	\$25.00 Par/Plan mtgs - 1
61918	HALVORSON LEGAL	12/14/2023	\$2,137.50
61919	HENNES-JOHNSON EQUIPMENT	12/14/2023	\$888.95
61920	HERALD JOURNAL PUBLISHING	12/14/2023	\$170.00
61921	HIBBARD, MOLLY	12/14/2023	\$50.00 Park/Plan mtgs - 2
61922	INTL UNION OF OPERATING EN	12/14/2023	\$105.00 November 2023
61923	IUOE LOCAL 49 FRINGE BENEFI	12/14/2023	\$48.00 November 2023
61924	JOE'S SPORT SHOP	12/14/2023	\$754.92 Joes-supplies
61925	JOHNSON BROTHERS LIQUOR C	12/14/2023	\$1,545.54
61926	VERN KLEVE	12/14/2023	\$50.00 Park/Plan mtgs -2
61927	MYRA LAWAY	12/14/2023	\$65.68

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt	
61928	MADDEN GALANTER HANSEN	12/14/2023	\$129.00
61929	MEDIACOM LLC	12/14/2023	\$11.27
61930	MENARDS-BUFFALO	12/14/2023	\$664.52
61931	METRO WEST INSPECTION SER	12/14/2023	\$7,374.46
61932	MIDWEST MACHINERY CO	12/14/2023	\$417.09
61933	536600-NCPERS GROUP LIFE IN	12/14/2023	\$48.00 December 2023
61934	JIM OTTENSTROER	12/14/2023	\$250.00
61935	PETTY CASH -MEAGAN THEISE	12/14/2023	\$128.77 Petty cash
61936	PHILLIPS WINE & SPIRITS	12/14/2023	\$2,072.06
61937	PIT STOP TIRE & AUTO	12/14/2023	\$860.56 Gas
61938	PLUNKETT'S PEST CONTROL	12/14/2023	\$178.78
61939	PREMIUM WATERS, INC	12/14/2023	\$126.94
61940	SCHMIDT, JEAN	12/14/2023	\$25.00 Park/Plan mtg - 1
61941	SIMMS AUTO PARTS INC	12/14/2023	\$116.46
61942	SOUTHERN GLAZER WINE & SPI	12/14/2023	\$675.79
61943	STREICHER'S	12/14/2023	\$45.98 Battery
61944	TK ELEVATOR	12/14/2023	\$555.66
61945	VERIZON CONNECT NWF, INC	12/14/2023	\$97.14
61946	WEX BANK	12/14/2023	\$153.79 Gas
61947	WRIGHT COUNTY FINANCE DEP	12/14/2023	\$600.00 Omni Ballot maint
61948	WRIGHT LUMBER & MILLWORK	12/14/2023	\$64.96
61949	WSB	12/14/2023	\$601.25
61950	XCEL ENERGY	12/14/2023	\$7,707.49 Xcel
61952	DEBRA MCALPINE	12/14/2023	\$65.00 Was Ck#61288
61953	HOWARD LAKE POSTMASTER	12/21/2023	\$440.13 December Utility Billing
61954	BELLBOY CORPORATION	12/28/2023	\$1,325.00
61955	BOARMAN KROOS VOGEL GRO	12/28/2023	\$3,215.92 Civil CA
61956	BOLTON & MENK, INC	12/28/2023	\$26,520.00
61957	BORRELL, JOSH	12/28/2023	\$94.00 Pop token reimbursement
61958	BREAKTHRU BEVERAGE	12/28/2023	\$1,352.24
61959	C & C EMBROIDERY	12/28/2023	\$75.00 Beannies
61960	CAPITOL BEVERAGE SALES	12/28/2023	\$5,730.14
61961	CARLSONSV CPAS & ADVISORS	12/28/2023	\$24,088.81 Auditors
61962	CENTERPOINT ENERGY	12/28/2023	\$1,204.79 Centerpoint
61963	CENTRAL FIRE PROTECTION, IN	12/28/2023	\$391.10
61964	CINTAS	12/28/2023	\$266.05
61965	COKATO PARTS CITY	12/28/2023	\$494.38
61966	CORE & MAIN	12/28/2023	\$1,870.00
61967	COURI, & RUPPE, P.L.L.P.	12/28/2023	\$827.50
61968	CUSTOMIZED FIRE RESCUE TR	12/28/2023	\$1,800.00 Live Burn Structure
61969	DAHLHEIMER BEVERAGE GREE	12/28/2023	\$14,084.81
61970	DAILEY DATA & ASSOCIATES, IN	12/28/2023	\$298.75
61971	DAVID DROWN ASSOCIATES	12/28/2023	\$3,150.00 2022 Continuing Disclosure
61972	RICK & BETH DEINKEN	12/28/2023	\$56.00 Pop Token Reimbursement
61973	DEPARTMENT OF PUBLIC SAFE	12/28/2023	\$20.00 Buyers Card
61974	DRUSCH, DONNIE	12/28/2023	\$88.95 Refund UB overpmt 00 5311 00
61975	EARTHLINK INC	12/28/2023	\$15.26 Earthlink
61976	HAWKINS, INC	12/28/2023	\$1,958.19
61977	JOE'S SPORT SHOP	12/28/2023	\$953.11
61978	JOHNSON BROTHERS LIQUOR C	12/28/2023	\$3,582.84
61979	MYRA LAWAY	12/28/2023	\$67.36
61980	CRAIG LOEBERTMANN	12/28/2023	\$250.00 2023 Civil Defense Director
61981	MARCO	12/28/2023	\$407.45
61982	MENARDS-BUFFALO	12/28/2023	\$195.42
61983	MN VALLEY TESTING LAB, INC	12/28/2023	\$74.80

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt	
61984	MUNSON LAKES NUTRITION	12/28/2023	\$176.03 Straw bales
61985	ODP BUSINESS SOLUTIONS	12/28/2023	\$285.35
61986	PAUMEN COMPUTER SERVICES	12/28/2023	\$1,435.00
61987	PAUSTIS WINE COMPANY	12/28/2023	\$531.50
61988	PHILLIPS WINE & SPIRITS	12/28/2023	\$5,770.44
61989	PRECISION UTILITIES	12/28/2023	\$2,850.00
61990	PRECISION WELDING LLC	12/28/2023	\$950.00
61991	SECURITY BANK & TRUST	12/28/2023	\$6,242.47 Loan interest
61992	SIMMS AUTO PARTS INC	12/28/2023	\$17.52
61993	SOUTHERN GLAZER WINE & SPI	12/28/2023	\$587.79
61994	STREICHER'S	12/28/2023	\$248.95 Uniforms
61995	SWEEPER SERVICES	12/28/2023	\$104.53
61996	TIMMYS PUB CLUB, LLC	12/28/2023	\$40.00
61997	UDOFOT BEER & BEVERAGE CO	12/28/2023	\$220.00
61998	VERIZON	12/28/2023	\$120.03 Verizon
61999	VIKING COCA-COLA	12/28/2023	\$267.30
62000	VINOCOPIA, INC	12/28/2023	\$98.50
62001	VISA	12/28/2023	\$945.58 Gas
62002	WASTEWATER COMMISSION	12/28/2023	\$52,674.11 November 2023 City
62003	WRIGHT COUNTY ED PARTNER	12/28/2023	\$849.00 Dues
62004	WRIGHT HENNEPIN ELECTRIC	12/28/2023	\$1,065.00
62005	XCEL ENERGY	12/28/2023	\$107.41
62006	CINTAS	1/4/2024	\$80.05 2023ap
62007	FLAHERTYS HAPPY TYME COM	1/4/2024	\$78.00 2023ap
62008	JOHNSON BROTHERS LIQUOR C	1/4/2024	\$797.24 2023ap
62009	PHILLIPS WINE & SPIRITS	1/4/2024	\$657.84 2023ap
62010	THE HOME CITY ICE COMPANY	1/4/2024	\$155.89 2023ap
62011	AMERICAN BUSINESS FORMS	1/4/2024	\$939.65 2023ap
62012	CENTERPOINT ENERGY	1/4/2024	\$924.59 2023ap
62013	CENTURYLINK	1/4/2024	\$640.30 2023ap
62014	GOPHER STATE ONE-CALL, INC	1/4/2024	\$25.65 2023ap
62015	LEAGUE OF MINN CITIES	1/4/2024	\$810.00 2023ap
62016	METRO WEST INSPECTION SER	1/4/2024	\$517.76 2023ap
62017	NELSON ELECTRIC MOTOR REP	1/4/2024	\$790.00 2023ap
62018	PLUNKETT'S PEST CONTROL	1/4/2024	\$123.83 2023ap
62019	T-MOBILE	1/4/2024	\$342.41 2023 ap
62020	FIRST INDEPENDENT BANK	1/4/2024	\$10,541.00 2023A Bond pmt
62021	FIRST SECURITY BANK HENDRI	1/4/2024	\$33,380.00 2021A GO TIF Bond pmt
62022	NORTHLAND TRUST SERVICES,	1/4/2024	\$112,200.00 2014A Bond pmt
62023	US BANK	1/4/2024	\$98,988.75 2019A Bond pmt
62024	XCEL ENERGY	1/4/2024	\$458.08 Was Ck#61812
62025	BOBBING BOBBER BREWING C	1/11/2024	\$158.89 2023AP
62026	DAHLHEIMER BEVERAGE GREE	1/11/2024	\$123.20 2023AP
62027	PLUNKETT'S PEST CONTROL	1/11/2024	\$33.25 2023AP
62028	PREMIUM WATERS, INC	1/11/2024	\$58.47 2023AP
62029	AIR-PRO HEATING & COOLING L	1/11/2024	\$1,588.00 2023AP
62030	AMAZON CAPITAL SERVICES	1/11/2024	\$28.89 2023AP
62031	HOLIDAY DESIGNS, INC	1/11/2024	\$639.73 2023AP
62032	MUMFORD SANITATION	1/11/2024	\$11,916.14 2023AP
62033	JIM OTTENSTROER	1/11/2024	\$138.00 2023AP
62034	BCI RENTALS	1/11/2024	\$5,368.75 2023AP
62035	CONSTRUCTION SYSTEMS, INC	1/11/2024	\$2,252.45 2023AP
62036	CONTEGRITYGROUP	1/11/2024	\$28,522.29 2023AP
62037	CULLIGAN OF BUFFALO	1/11/2024	\$16.11 2023AP
62038	DESIGN ELECTRICAL CONTRAC	1/11/2024	\$42,960.90 2023AP

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt	
62039	HEARTLAND GLASS CO. INC.	1/11/2024	\$49,039.95 2023AP
62040	KING OF PORTABLES CORPORA	1/11/2024	\$290.00 2023AP
62041	MCDOWALL COMPANY	1/11/2024	\$36,111.40 2023AP
62042	OLYMPIC COMPANIES, INC.	1/11/2024	\$131,807.75 2023AP
62043	PROGRESSIVE BUILDING SYST	1/11/2024	\$467,076.43 2023AP
62044	VEIT & COMPANIES, INC	1/11/2024	\$2,040.00 2023AP
62045	WENZEL-PLYMOUTH PLUMBING	1/11/2024	\$42,275.00 2023AP
62046	WOODSIDE INDUSTRIES	1/11/2024	\$6,521.75 2023AP
62047	XCEL ENERGY	1/11/2024	\$929.33 2023AP
62048	ZITZLOFF SNOW PLOWING LLC	1/11/2024	\$150.00 2023AP
62049	BREAKTHRU BEVERAGE	1/11/2024	\$1,497.56
62050	C & L DISTRIBUTING	1/11/2024	\$341.60 Beer
62051	CAPITOL BEVERAGE SALES	1/11/2024	\$902.61
62052	DAHLHEIMER BEVERAGE GREE	1/11/2024	\$4,781.60
62053	DAILEY DATA & ASSOCIATES, IN	1/11/2024	\$1,600.00 Renewal 2024
62054	JOHNSON BROTHERS LIQUOR C	1/11/2024	\$1,604.70
62055	MYRA LAWAY	1/11/2024	\$65.00 Cell Allowance
62056	MEDIACOM LLC	1/11/2024	\$143.98
62057	MN MUNICIPAL BEVERAGE ASS	1/11/2024	\$800.00 Dues 7.2023-7.2024
62058	PHILLIPS WINE & SPIRITS	1/11/2024	\$2,041.37
62059	KEITH BOBROWSKE	1/11/2024	\$65.00 Cell Allowance
62060	CINTAS	1/11/2024	\$80.05
62061	CRAIG RAPP LLC	1/11/2024	\$1,600.00
62062	FINKEN WATER CENTERS	1/11/2024	\$76.65
62063	NICK HAGGENMILLER	1/11/2024	\$365.00 Cell Allowance
62064	HALVORSON LEGAL	1/11/2024	\$1,762.50
62065	INTL UNION OF OPERATING EN	1/11/2024	\$105.00 Dec 2023
62066	IUOE LOCAL 49 FRINGE BENEFI	1/11/2024	\$48.00 Dec 2023
62067	MARCO TECHNOLOGIES LLC	1/11/2024	\$579.55
62068	DEBRA MCALPINE	1/11/2024	\$65.00 Car Allowance
62069	JARED MERGES	1/11/2024	\$65.00 Cell Allowance
62070	MN VALLEY TESTING LAB, INC	1/11/2024	\$1,823.75
62071	536600-NCPEERS GROUP LIFE IN	1/11/2024	\$48.00 January 2024
62072	JIM OTTENSTROER	1/11/2024	\$65.00 Cell Allowance
62073	PIT STOP TIRE & AUTO	1/11/2024	\$623.11 Gas
62074	CLAYTON PRESTIDGE	1/11/2024	\$65.00 Cell Allowance
62075	THEISEN, MEAGAN	1/11/2024	\$215.00 Cell Allowance
62076	XCEL ENERGY	1/11/2024	\$7,207.35
503091e	HAGGENMILLER, NICHOLAS A	12/15/2023	\$3,717.85
503092e	MERGES, JARED M	12/15/2023	\$2,242.05
503093e	REMER, TANYA M	12/15/2023	\$1,437.75
503094e	THEISEN, MEAGAN	12/15/2023	\$2,121.08
503095e	OTTENSTROER, JAMES D	12/15/2023	\$1,754.43
503096e	PRESTIDGE, CLAYTON P	12/15/2023	\$1,435.20
503097e	SWENDSEN, JENNIFER	12/15/2023	\$1,859.76
503098e	BOBROWSKE, KEITH	12/15/2023	\$207.79
503099e	BRAVINDER, SETH Z	12/15/2023	\$92.35
503100e	DALBEC, MATTHEW R	12/15/2023	\$23.09
503101e	DRUSCH, ZACHARY R.	12/15/2023	\$433.14
503102e	KITTOCK, BRIAN	12/15/2023	\$138.52
503103e	KITTOCK, NICOLE D	12/15/2023	\$151.61
503104e	LOEBERTMANN, AMANDA G	12/15/2023	\$277.05
503105e	LOEBERTMANN, CRAIG	12/15/2023	\$207.79
503106e	PETERSON, DAVID T	12/15/2023	\$161.61
503107e	STUEVEN, MARK J	12/15/2023	\$46.17

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt
503108e	DE'ENGUARDE, ASPEN K.	12/15/2023 \$306.55
503109e	GROW, SAMANTHA L.	12/15/2023 \$63.86
503110e	LAWAY, MYRA	12/15/2023 \$2,570.55
503111e	MCALPINE, DEBRA-ANN	12/15/2023 \$1,618.29
503112e	VIRNALA, TASIA, R	12/15/2023 \$352.38
503113e	JOHNSON, JACOB D	12/15/2023 \$2,572.49
503114e	PREUSSE, MITCHELL D	12/15/2023 \$668.18
503115e	SZCZEPANIK, DARIUSZ J	12/15/2023 \$2,965.13
503116e	THOMPSON, DAVID G	12/15/2023 \$2,578.11
503117e	THOMPSON, KYLE	12/15/2023 \$942.88
503118e	HAGGENMILLER, NICHOLAS A	12/29/2023 \$4,008.75
503119e	MERGES, JARED M	12/29/2023 \$2,562.86
503120e	REMER, TANYA M	12/29/2023 \$1,651.72
503121e	THEISEN, MEAGAN	12/29/2023 \$2,313.00
503122e	OTTENSTROER, JAMES D	12/29/2023 \$1,855.71
503123e	PRESTIDGE, CLAYTON P	12/29/2023 \$1,892.72
503124e	SWENDSEN, JENNIFER	12/29/2023 \$1,859.76
503125e	SMITH, DANIEL B	12/29/2023 \$394.97
503126e	DE'ENGUARDE, ASPEN K.	12/29/2023 \$561.47
503127e	GROW, SAMANTHA L.	12/29/2023 \$112.54
503128e	LAWAY, MYRA	12/29/2023 \$2,483.70
503129e	MCALPINE, DEBRA-ANN	12/29/2023 \$1,274.54
503130e	MCALPINE, LEXI	12/29/2023 \$71.98
503131e	VIRNALA, TASIA, R	12/29/2023 \$386.75
503132e	JOHNSON, JACOB D	12/29/2023 \$2,049.12
503133e	PREUSSE, MITCHELL D	12/29/2023 \$702.74
503134e	SZCZEPANIK, DARIUSZ J	12/29/2023 \$2,324.13
503135e	THOMPSON, DAVID G	12/29/2023 \$2,613.01
503136e	CARGILL, ZACHARY C	1/12/2024 \$701.22
503137e	HAGGENMILLER, NICHOLAS A	1/12/2024 \$4,153.51
503138e	MERGES, JARED M	1/12/2024 \$2,431.70
503139e	REMER, TANYA M	1/12/2024 \$1,518.24
503140e	THEISEN, MEAGAN	1/12/2024 \$2,256.33
503141e	OTTENSTROER, JAMES D	1/12/2024 \$1,664.72
503142e	PRESTIDGE, CLAYTON P	1/12/2024 \$1,687.15
503143e	SWENDSEN, JENNIFER	1/12/2024 \$1,872.91
503144e	BOBROWSKE, KEITH	1/12/2024 \$92.35
503145e	BRAVINDER, SETH Z	1/12/2024 \$277.05
503146e	DALBEC, MATTHEW R	1/12/2024 \$46.17
503147e	DRUSCH, ZACHARY R.	1/12/2024 \$566.38
503148e	KITTOCK, BRIAN	1/12/2024 \$115.44
503149e	KITTOCK, NICOLE D	1/12/2024 \$128.52
503150e	LOEBERTMANN, AMANDA G	1/12/2024 \$277.05
503151e	LOEBERTMANN, CRAIG	1/12/2024 \$23.09
503152e	PETERSON, DAVID T	1/12/2024 \$207.79
503153e	STUEVEN, MARK J	1/12/2024 \$92.35
503154e	DE'ENGUARDE, ASPEN K.	1/12/2024 \$583.69
503155e	LAWAY, MYRA	1/12/2024 \$2,240.38
503156e	MCALPINE, DEBRA-ANN	1/12/2024 \$1,393.93
503157e	VIRNALA, TASIA, R	1/12/2024 \$132.87
503158e	JOHNSON, JACOB D	1/12/2024 \$2,003.44
503159e	PREUSSE, MITCHELL D	1/12/2024 \$1,241.06
503160e	SZCZEPANIK, DARIUSZ J	1/12/2024 \$2,302.42
503161e	THOMPSON, DAVID G	1/12/2024 \$2,650.85
503162e	THOMPSON, KYLE	1/12/2024 \$740.81

CITY OF HOWARD LAKE

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***Check Summary Register©**

Checks 12/4/23-1/16/24

Name	Check Date	Check Amt
Total Checks		\$1,978,068.21

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 12/4/23-1/16/24

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
6034	T-MOBILE	12/4/2023	\$47.28	T-Mobile
6035	ALLINA HEALTH EMS	12/28/2023	\$800.00	Allina Health
6036	BOUNDTREE MEDICAL	12/28/2023	\$779.19	Medical Supplies-Bound Tree
6037	CENTRAL MCGOWAN, INC	12/28/2023	\$239.66	Cylinders
6038	CITY OF HOWARD LAKE	12/28/2023	\$2,551.00	November 2023 ambulance wages
6039	HOWARD LAKE FIRE EQUIP FUN	12/28/2023	\$1,700.00	Auditors Due To 2018
6040	HOWARD LAKE TIRE & AUTO	12/28/2023	\$73.39	Oil change 2017 Ford
6041	JOE'S SPORT SHOP	12/28/2023	\$271.34	Gas- Joes
6042	KEAVENY PHARMACY	12/28/2023	\$124.02	Medical Supplies - Keaveny
6043	MJM MEDICAL DIRECTION CONS	12/28/2023	\$3,600.00	Medical Direction
6044	RIDGEVIEW MEDICAL CENTER	12/28/2023	\$400.00	Ridgeview
6045	VISA	12/28/2023	\$97.24	Gas - VISA
6046	T-MOBILE	1/4/2024	\$47.28	2023 ap
	Total Checks		\$10,730.40	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 16, 2024

AGENDA ITEM: Consider Adopting 2024 Fee Schedule

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Many of fees and charges are proposed to remain unchanged for 2024. Below is the list of the proposed changes.

FEE	Current	Proposed	Unit
1. Clean Up Day Rates – Small Load	\$10	\$15	Per Load
2. Clean Up Day Rates – Medium Load	\$15	\$20	Per Load
3. Clean Up Day Rates – Large Load	\$20	\$25	Per Load
4. Community Room Rental	\$75/\$150	\$150/\$300	Up to 6 Hours/Full Day Rental
5. Police Officer for event	\$50	\$60	Per Hour
6. Reserve Officer for events	\$20	\$30	
7. Over the Counter Building Permits	\$61	\$75	Each
8. Planning and Zoning Permits	\$60	\$75	
9. Variance Requests	\$200 + \$250 escrow	\$200 + \$500 escrow	Single Family Residential
10. Building Permits (valuation)	1985 UBC	1997 UBC	See notes below

Notes/Justification

Cleanup Fees

Matches increases received from vendors and internal labor increases.

Community Room

Several area and similarly sized communities were reviewed and found to be significantly higher than our current rates. We anticipate the completion of the new library/community room to have increased maintenance/cleaning needs due to size and use. This will also drive rental fee revenue needed to offset expenses.

Escrow

Howard Lake collects escrows for various development requests which is used to cover material expenses involved with managing said requests. Examples include incurring legal costs to draft agreements. While most permit or fixed fees are in line with the other communities, our escrow managed is not and often does not cover the full expenses related to the request leaving the City vulnerable to incurring expenses.

Building Permit Fees (valuation)

The City has used the 1985 Fee Schedule since the early 1990s. In review of all Metro West served municipalities, the only community still using the 1985 fee schedule is Waverly. Most use the 1997 “modified” UBC which is the 1997 UBC Schedule with an additional percentage added, often 15 percent. This recommendation is to adopt the standard 1997 UBC.

ALTERNATIVE OPTIONS: Discussion

FINANCIAL: Open.

STAFF RECOMMENDATION: Approve the 2024 Fees and Charges Schedule as presented.

ATTACHMENTS: Proposed 2024 Fee Schedule



CITY OF HOWARD LAKE 2024 MASTER FEE SCHEDULE

Page

Administrative Fees.....	1
Room and Park Rental Fees.....	1
Building Inspection Fess.....	1
Commercial and Non Maintenance Residential.....	1
Building.....	2
Planning and Zoning.....	2
Planned Unit Development.....	2
Subdivision.....	2
Variances	2
Utility Hookup Charges.....	3
Water and Sewer Utility Rate.....	3
Garbage and Recycling Rates.....	3
City Wide Clean Up Rates.....	3
Police Department Fees.....	3
Public Works Rates.....	3
Parking Violations.....	4
Public Nuisances.....	4
Liquor License Fees.....	4
Fire Response Fees.....	4

City of Howard Lake 2024 Fee Schedule

<i>ADMINISTRATIVE</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Copies	\$0.25	per page
Video/DVD Copy	\$20.00	
Special Assessment Search	\$25.00	
Police Reports	\$0.25	per page
Special Meetings	\$375.00	each for City Council or P & Z
Send or Receive Faxes- Any Number	\$2.00	
Copy of Zoning Ordinance	\$35.00	.25 per page for text only
Copy of Zoning Map	\$2.00	color
Copy of Land Use Map	\$2.00	color
Copy of Subdivision Ordinance	\$35.00	\$.25 per page for text only
Copy of Comprehensive Plan	\$50.00	\$.25 per page for text only
City Map	\$5.00	color
Adult Use License Fee	\$2,000.00	(See Adult Use Ordinance)
Background Check Fee	\$500.00	(See Adult Use Ordinance)
Dog/Cat License	\$5.00	
Chicken License	\$25.00	Initial License Application
	\$10.00	Annual Renewal
Cigarette (Tobacco) License	\$50.00	
Licensing of Use of Public Property	\$100.00	
Peddlers & Solicitors Background Check	\$35.00	Per Person
Licensing of Peddlers & Solicitors	\$50.00	1 – 14 Days
	\$100.00	1 Month
Data & FOIA Requests	\$0.25	B&W Copies (Per Page)
	\$1.00	Color (per page)
	\$50.00	Staff Time (Per Hour)
Special Vehicle Permit	\$10.00	per vehicle
Short Term Rental License	\$150.00	Per Location Per Year
Administrative Citation	\$50.00	1 st citation
	\$100.00	2 nd & additional citations
<i>H.L. PROPERTY RENTAL</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Community Room	\$75.00	6 hours or less
	\$150.00	more than 6 hours
Memorial Park or Lions Park Pavilion	\$75.00	6 hours or less
	\$150	6 hours or more
<i>BUILDING INSPECTIONS</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Single Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection
	\$50.00	Renewal (3 years)
Multi-Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection + \$10/unit over 4
	\$50.00	Renewal (3 years) +\$10 /unit over 4 units
<i>Commercial/Non Maintenance Residential</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Plumbing Permit	\$5.00	Per fixture, minimum of \$40
HVAC/General Mechanical	\$61.00	Per Unit
Window Replacement	\$61.00	Flat Fee regardless of number of windows installed
Siding Replacement	\$61.00	
Roofing Permit	\$61.00	
Misc./Unclassified Inspections	\$61.00	
Curb & Gutter Permit	\$60.00	
Driveway Permit	\$1,000.00	Escrow (Up to \$900 Refunded)

BUILDING	FEE	DESCRIPTION AND/OR ESCROW
Valuation Based Building Permits		
Assessment Fee (New Construction)	\$50	Under \$500,000
	\$100	Over \$500,000
New Residential Valuation	\$60	Per home/permit
New Commercial Valuation	\$60	Per Structure
New Construction/Additions/Remodels	TBD	1985 UBC Fee Schedule
Sheds (larger than 120 sq. ft.)	TBD	1985 UBC Fee Schedule
Decks	TBD	1985 UBC Fee Schedule
Garages	TBD	1985 UBC Fee Schedule
Basement Finishes	TBD	1985 UBC Fee Schedule
Fire Suppression Systems	TBD	1985 UBC Fee Schedule
Other Building Permits	TBD	1985 UBC Fee Schedule

PLANNING AND ZONING	FEE	DESCRIPTION AND/OR ESCROW
APPLICATIONS		
Sign Permits		
Insert Replacement	\$0	
Wall	\$75	
LED/Monument	TBD	1997 UBC Fee Schedule
Administrative Permit	\$75.00	\$500
Fence Permit	\$75.00	
Sheds (less than 120 square feet)	\$60.00	
Right of Way Permit	\$60.00	\$2,000 Escrow
Interim Use Fee	\$75.00	\$500
Annexation by Ordinance Fee	\$200.00	Plus Legal Fees & State Filing Fees
Orderly Annexation Fee		To be determined by the City Council
Land Use Plan Amendment	\$300.00	\$2,000
Rezoning	\$200.00	\$1,000
Zoning Text Amendment	\$200.00	\$1,000
Site Plan Review	\$200.00	\$500
Conditional Use Permit	\$150.00	\$500
PLANNED UNIT DEVELOPMENT		
General Plan	\$300.00	\$1,000
Final Plan	\$300.00	\$1,000
Amendments	\$250.00	\$1,000
SUBDIVISION		
Minor (3 or less lots)	\$100.00	
Preliminary Plat	\$400.00	Plus \$10/per lot 0 - 40 Acres
Final Plat	\$400.00	Plus \$10/per lot 41 - 80 Acres
Street/Alley Vacation	\$100.00	Plus Legal Fees
Utility Feasibility Study		Determined by Engineer
Street Damage Deposit	\$1,000.00	
Parkland Dedication		10% land or 10% land value
TIF District Modification	\$6,000.00	
Grading Permit	\$100.00	
		SUBDIVISION ESCROWS = 1-9 \$1000.00
		10-50 \$3000.00
		51 plus \$5000.00
VARIANCES		
Residential		\$200 + \$250 Escrow
Commercial & Industrial		\$200 + \$250 Escrow

UTILITY HOOK UP CHARGES	FEE	DESCRIPTION AND/OR ESCROW
Sewer Inspection Fee	\$100.00	
Water Inspection Fee	\$100.00	
Water Meter	¾" \$250.00 1" \$400.00	
Utility Ordinance Violations	\$100.00	(Per Month) Ie: Failure to comply with meter swap out, inspections, access etc.
Water Connection or Turn On Water	\$32.00	
Water Disconnection or Turn Off Water	\$32.00	
Sewer Access Charge (RES.)	\$4,500.00	
Water Access Charge (RES.)	\$3,100.00	
Sewer Access Charge (Comm./Ind.)	\$4,500.00	times residential equivalency
Water Access Charge (Comm./Ind.)	\$3,100.00	times residential equivalency
Sanitary Sewer Trunk Fee	\$4,082.00	per Acre
Water Main Area Fee	\$2,711.00	per Acre
Storm Sewer Area Fee	\$500.00	per Acre
Meter Bypass Fine	\$200.00	
Water Ban Violation	\$100.00	
City Staff Meter or Utility Inspection	\$25.00	
No Read Fee (Utility Meter)	\$20.00	To Be Removed after total Conversion
WATER AND SEWER UTILITY RATES	FEE	DESCRIPTION AND/OR ESCROW
Water	\$4.26	per 1000 gallons plus \$26.88 base rate
Wastewater Treatment Plant	\$7.41	per 1000 gallons
Sewer	\$8.87	per 1000 gallons plus \$30.87 base rate
MN Testing fee	\$0.81	per month
Storm Water	\$7.99	per month
Technology Fee	\$2.75	per month
GARBAGE/RECYCLING RATES	FEE	DESCRIPTION AND/OR ESCROW
30 Gallons/Weekly	\$10.70	per month
60 Gallons/Weekly	\$14.40	per month
90 Gallons/Weekly	\$15.80	per month
Biweekly recycling	\$2.25	per month
Service Changes	\$15.00	
CITY WIDE CLEAN UP RATES (subject to change)	FEE	DESCRIPTION AND/OR ESCROW
Appliances	\$15.00	
Small Load	\$10.00	
Medium Load	\$15.00	
Large Load	\$20.00	
Appliances with Freon	\$10.00	
Electronics	\$10.00	
Flat Screen TV	\$10 + \$1/Inch	
Monitors, Tube TVs	\$50.00	
Couches	\$30.00	
Small Upholstery/Cushioned Furniture	\$10.00	
Tires	\$5.00	\$10.00 w/ Rim
Mattress/Box Spring	\$30.00	\$30.00/each
POLICE DEPARTMENT FEES	FEE	DESCRIPTION AND/OR ESCROW
Off Duty Police Officer	\$50.00	per hour
Reserve Officer	\$20.00	per hour
PUBLIC WORKS	FEE	DESCRIPTION AND/OR ESCROW
City Staff	\$100.00	per person per hour
Small Truck	\$100.00	per truck per hour
Pay loader	\$100.00	per hour

<i>PARKING VIOLATIONS</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Handicap Zone (MS 169.346.3)	\$208.00	
Fire Lane	\$50.00	
Snowbird	\$50.00	
Blocking Fire Hydrant	\$50.00	
No Parking 2AM to 6AM	\$50.00	
Other Parking Violations	\$50.00	
Vehicle Towing	\$150.00	
Storage of Towed Vehicle	\$10.00	per day
<i>PUBLIC NUISANCES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Weeds and Blight	\$100.00	per hour/per person + any incurred costs to abate
Sidewalk Snow Removal	\$100.00	Per hour/per person + any incurred costs to abate
Amplified Sound in Motor Vehicle	\$72.00	
Loud Party	\$96.00	
Curfew Violations (1st offense only)	\$30.00	
Dumping Trash - Small	\$68.00	
Dumping Trash - Large	\$220.00	
Open Fire Violation	\$50.00	
Snowmobile/ATV/Golf Cart Violations	\$88.00	
Loose Dog/Cat Fine	\$50.00	1st
	\$100.00	2nd
	\$150.00	3rd
<i>LIQUOR LICENSE FEES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Off Sale 3.2 Malt Liquor	\$200.00	
On Sale 3.2 Malt Liquor	\$200.00	
On Sale Wine	\$200.00	
Off Sale Intoxicating	\$200.00	
On Sale Intoxicating	\$2,000.00	
License for Set Ups	\$150.00	
Sunday Liquor	\$200.00	
Temporary On Sale Event	\$1,500.00	Unless waived by City Council
<i>EMERGENCY RESPONSE FEES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
<i>FIRE</i>		
Engine	\$275.00	per hour (up to 4 personnel)
Ladder/Aerial	\$275.00	per hour (up to 4 personnel)
Water Tender	\$200.00	per hour (up to 2 personnel)
Heavy Rescue/Rescue/Ambulance	\$185.00	per hour (up to 2 personnel)
Command Vehicle/Utility Truck/ Grass Truck	\$85.00	per hour (up to 2 personnel)
ATV/UTV with water tank	\$50.00	per hour (up to 2 personnel)
Extra Personnel	\$15.00	per hour/per person
<i>COUNTY-WIDE RESPONSE TEAMS</i>		
Special Response Unit	\$500.00	
Fire Investigation Team	\$300.00	
<i>PUBLIC WORKS</i>		
Street Sweeper	\$100.00	per hour
Tipping Fees	Actual Incurred Costs	
Damages and Expenses	Actual Incurred Costs	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 16, 2024

AGENDA ITEM: Consider Resolution 24-01 Approving 2024 Utility Fee & Charges

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The city council must set utility rates by resolution, annually. For the NINETH straight year, staff is recommending no changes to the stated fees and charges schedule.

Fund Performance

- The storm sewer fund is self sufficient to cover existing debt service. The fund is NOT able to cover any substantive repair or capital expenditures, however.
- The water fund is performing well! However, its excess revenues are cautioned as they offset losses to the sewer fund.
- The sewer fund is continuing to show improvement over prior year operating losses.

Collectively, utility rate, revenue and expenses are continually monitored for performance. At this time, we do not advise rate increases. Doing so marks the 8th fiscal year in a row we have not increased utility rates.

Community Comparison & Looking Ahead

An informal survey of similar sized communities found Howard Lake near the top for utility rates, but no longer THE top. Further, the gap between cities is eroding suggesting that all things being equal, we will be in the middle of the pack in a few years. That said, as we update and formally advance on large capital projects, inflation and increases in labor & materials suggest our CIP estimates are low and rates will need to be adjusted. As the city engineer finishes up the Preliminary Engineering Report (PER) for considerable street and utility improvements, various funding agencies such as the Public Facilities Authority and USDA will review things such as our fund balance, utility rates, and proposed project cost to determine the City's overall affordability when determining the loan/grant ratio for the identified improvements. **Doing so will likely result in fee increases. Council may consider anticipatory increases, but that is not considered essential at this time.**

DECISION MAKING METRICS:

FINANCIAL: Resolution 24-01 Establishes Rates for the City's Enterprise Funds

LEGAL: We are required to adopt fees and charges annually. This information is sent to various sources including PFA, auditors, and rating agencies.

STRATEGIC PLAN: Maintain Fiscally Responsible City Management & Operations.

COUNCIL ACTION REQUESTED: Adopt Resolution 24-01 Approving 2024 Utility Fees and Charges.

ATTACHMENTS:

1. Resolution 24-01

**CITY OF HOWARD LAKE
RESOLUTION 24-01**

RESOLUTION SETTING 2024 SEWER AND WATER RATES

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Howard Lake, Minnesota, that sewer and water rates effective January 16, 2024 set as follows:

2023 WATER RATES

Fixed Service Fee \$26.88
Volume Charge \$4.26

2023 SEWER RATES

Fixed Service Fee \$30.87
Volume Charge \$8.87

2023 WWTP FEE

Volume Charge \$7.41

2023 STORMWATER FEE

Fixed Service Fee \$7.99

2024 WATER RATES

Fixed Service Fee \$26.88
Volume Charge \$4.26

2024 SEWER RATES

Fixed Service Fee \$30.87
Volume Charge \$8.87

2024 WWTP FEE

Volume Charge \$7.41

2024 STORMWATER FEE

Fixed Service Fee \$7.99

WHEREAS, the wastewater volume charge will be based directly on that month's water usage for all users except residential. The residential customer shall be billed according to Resolution No. 91.006, using the off-season designation.

WHEREAS, the sewer fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

WHEREAS, the water fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

**WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED
AND ADOPTED THIS 16th DAY OF JANUARY 2024.**

Mayor, Peter Zimmerman

ATTEST:

Administrator/Clerk Nick Haggemiller



HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider Approving HVAC Maintenance Contract with Air-Pro

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND:

The City currently has a contract with Air-Pro for HVAC maintenance at Howard Lake City Hall and the Wine & Spirits/SSEC building. This contract includes two standard rooftop units, one air exchanger and one AC/Furnace split unit. The maintenance includes quarterly cleaning, filter changes and belt checks and seasonal AC and Furnace start ups before the cooling and heating seasons. Outside of the quarterly maintenance, service calls and parts are not covered and will be billed to the City.

FINANCIAL: Total fee of the contract is \$4,036 and does not renew yearly.

LEGAL: .

STRATEGIC PLAN:

COUNCIL ACTION REQUESTED: Approve the HVAC maintenance contract for \$4,036 with Air-Pro.

ATTACHMENTS:

1. HVAC Contract

Maintenance Agreement

This Maintenance Agreement is made this 1st First day of January, 2024, by and between Air-Pro Heating & Cooling LLC, P.O. Box 614, Kimball, Minnesota, (hereinafter "Air-Pro") and City of Howard Lake Minnesota, (hereinafter "Customer").

WHEREAS, the purpose of this agreement is to set forth the terms under which Air-Pro will provide services and equipment.

WHEREAS, the Customer has determined that it is necessary to retain the services of Air-Pro to maintain the Customer's building equipment located at, 625 8th Ave Howard Lake Minnesota.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained herein agree as follows:

I. Scope of Services.

- A. Equipment to be serviced includes and is limited to Forced Air Rooftop Units.
- B. Maintenance to be performed includes and is limited to filter changes, belt replacement and adjustments, oil and grease as needed, economizer/intake screen cleaning, drain cleaning, condenser cleaning, AC Freon pressure checks, furnace carbon monoxide scans and sensor cleaning, check operation.
- C. This will include (2) Two standard rooftop units(City Hall and New Offsale space), (1) air exchanger make-up unit(Ballroom), (1)Split Furnace/ A/C unit(Old Offsale space).
- D. Parts to be replaced at no additional cost include and are limited to Merv8 filters and belts.
- E. All other replacement parts will be replaced at an additional charge to be determined by Air-Pro.
- F. Quarterly cleaning and maintenance schedule checked and cleaned as needed on each scheduled maintenance trip:
 1. Mid-Winter: Filter changes performed between January 1 and February 1.
 2. A/C units start up full service clean and checks with filter changes performed between April 1 and May 1.
 3. Mid-summer: Filter changes performed between July1 and August1.
 4. Furnace heating circuit start up, full service clean and check services with filter changes, CO safety scans to be completed between September 1 and October 1.

II. Compensation.

- A. Customer shall pay for services listed in Subdivision I. Scope of Services, for a total fee of \$4,036.00 (dollars) from the start of this contract over one (1) year.
- B. Customer shall pay for all other service calls (not including holiday and weekend hours) at a rate of one hundred-five dollars (\$105.00) per service call with an additional one hundred sixty-five dollars (\$165.00) per hourly labor rate.
- C. Customer shall pay for all other service calls during weekend hours at a rate of one-hundred ninety-five dollars (\$195.00) per service call with an additional two-hundred twenty-five dollars (\$225.00) per hourly labor rate.
 - 1. Weekends include Friday at 6:00 p.m. to Monday at 7:00 a.m.
- D. Customer shall pay for all other service calls during holiday hours at a rate of one-hundred ninety-five dollars (\$195.00) per service call with an additional two hundred fifty dollars (\$250.00) per hourly labor rate.
 - 1. Holidays include the ten (10) annual U.S. federal holidays designated by the United States Congress.

III. Term and Termination.

- A. Term: The term of this Agreement shall be for one year, beginning on January 1, 2024, through December 31, 24.
- B. Termination: Either party may terminate this Agreement with or without cause by giving at least a thirty (30) days written notice to the other party. The Customer shall be compensated at a prorated amount for the Agreement fee for the remainder of the Agreement.

IV. Payment.

- A. Air-Pro shall invoice the customer January 1 Payment due to Air-Pro within thirty (30) business days of the receipt of the invoice. Air-Pro shall invoice the Customer one (1) time per year for \$4,036.00 (dollars), of which will be the first day the maintenance contract begins for a total of \$ \$4,036.00 (dollars) for one (1) year.

V. Indemnification.

- A. Customer agrees to defend, indemnify, and hold harmless Air-Pro and its employees from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Customer, or its subcontractors, partners, or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by Customer or the subcontractors, partners, or independent contractors or any of their agents or employees under this Agreement.

VI. Access to Premises.

- A. Customer shall provide Air-Pro with reasonable and timely access to the premises necessary for Air-Pro to perform its obligations under this Agreement.

VII. Insurance.

- A. Air-Pro shall maintain in full force and effect insurance as described in Exhibit A.

VIII. Independent Contractor Relationship.

- A. It is expressly understood by the Customer and Air-Pro that Air-Pro will not be construed to be, and is not, an employee of the Customer. Air-Pro will provide services to the Customer as an independent contractor with control over the time, means and methods for fulfilling its obligations under this Agreement. Air-Pro further acknowledges that neither it nor any Air-Pro employee is entitled to benefits from the Customer.

IX. Representations of Air-Pro.

- A. Condition of equipment. Air-Pro represents to the Customer that, at the time of delivery, the equipment will be new and unused and the Customer will acquire good and clear title to the equipment, free and clear of all liens and encumbrances.

X. Representations of Customer.

- A. Condition of equipment. Customer represents that it will maintain the equipment to avoid non-accidental damage and will maintain the equipment in the normal course of business.

XI. Miscellaneous.

- A. Assignment. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.
- B. Entire Agreement. This Agreement represents the entire agreement between the two (2) parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts, and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the two (2) parties.
- C. Severability. If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.
- D. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- E. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- F. Notice. Each party giving any notice requires under this Agreement shall do so in writing and shall:
 - 1. Use U.S. Certified mail or
 - 2. Personally deliver the notice.
- G. Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of this Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage fire, explosions, accidents, floods, strikes or lockouts of third parties, or electrical, internet, or telecommunication

outage not caused by the obligated party. If one of the parties intends to invoke this provision, this party will promptly notify the other party of the cause of the delay or failure. This Section does not excuse either party's obligations to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for Air-Pro's services under this agreement.

H. Governing Law. The laws of the State of Minnesota govern all matters arising out of or related to this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

Air-Pro Heating & Cooling, LLC. (Air-Pro)
Jesse Narr, Owner
P.O. Box 614
Kimball, Minnesota 55353
By: _____
Print Name: _____
Title: _____
Date: _____

City of Howard Lake MN
Nick Haggemiller
625 8th Ave
Howard Lake, Minnesota 55349
By: _____
Print Name: _____
Title: _____
Date: _____



HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider Use of Public Space for Vintage Exchange Flea Market

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND:

Vintage Exchange Flea Market

Neil & Jennifer Wikoff, the owner of Vintage Exchange, hosted their first Vintage Flea on June 26, 2021 in Block 18 behind their retail store. The event came with such success that they have now hosted twice a year since then in Block 18 and the same surround area.

The owners have requested to host their semi annual event on Saturday, June 15th (the weekend before Good Neighbor Days)

The area will be occupied from 6 AM to 5 PM (including set up and take down). The request is to block off areas of Block 18, a portion 7th Street adjacent to Block 18, and the east side of 8th Ave. There will be designated parking areas for local business patrons and for the local apartment dwellers. Vendors will be required to park in the designated vendor parking areas, MAWSECO and Central Park Parking Lot, to allow for consumer parking closer to the market itself.

At their own time and material expense, the owners will be required to work on the logistics of parking, signage and informing normal Block 18 users of the event. City Staff will request that Vintage Exchange notifies regular users of that lot well in advance to inform them of the event and parking regulations.

FINANCIAL: None.

LEGAL: Council must approve use of public property.

STRATEGIC PLAN: Foster a Robust Community and Support Community Events

COUNCIL ACTION REQUESTED: Approve the use of Block 18 and surrounding area for the Vintage Flea Market on Saturday, June 15, 2024.

ATTACHMENTS:



HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider the Approval of Election Judges for 2024

SECTION: Consent

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND: The City Council appoints election judges. These appointments must be made and submitted to the State of Minnesota by the end of January.

COMMENTS: The following individuals have been identified as proposed election judges for the Presidential Primary on March 5, 2024.

Head Election Judge: Traci Drake
Assistant Election Judge: Megan Theisen

Nick Haggemiller
Tanya Remer
Rhonda Frey
Wanda Werner
Heather Miller

Note – while these judges will likely serve for the actual General Election, the city council will be asked to act formally once again to assign judges closer to the election as well.

Staff is currently looking for additional people to be election judges for 2024.

OPTIONS: Council may approve, deny or modify in part.

FINANCIAL IMPACT: Election judges are compensated as well as provided meals and snacks during the Election Day itself. These are budgeted expenses.

~~**LEGAL ISSUES:** The list of election judges must be submitted to Wright County and the State of Minnesota.~~

STAFF RECOMMENDATION: Approve the individuals listed as presented as election judges for the year 2024.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider Approval of Purchasing a Float Cover for the HL Royalty Float

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator
Karla Marschel, Howard Lake Royalty

BACKGROUND: The Howard Lake Royalty is seeking a donation to purchase a new float cover for their parade float. Over the last few years they have put a lot of work in to maintaining and updating their float, including – new axels & hubs with electric breaks, new flooring, replacing all the décor and lighting, and new seating. They currently pay to have the float stored at the Wright County Fairgrounds, but having a float cover would be an additional protection to their investments.

The City budgets \$2,000 a year for the Royalty program, examples of expenses include – sending an ambassador to the Minneapolis Aquatennial, the Saint Paul Winter Carnival and free use of our facilities for meetings. This request is for a one time, additional contribution of \$2,147.

DECISION MAKING METRICS:

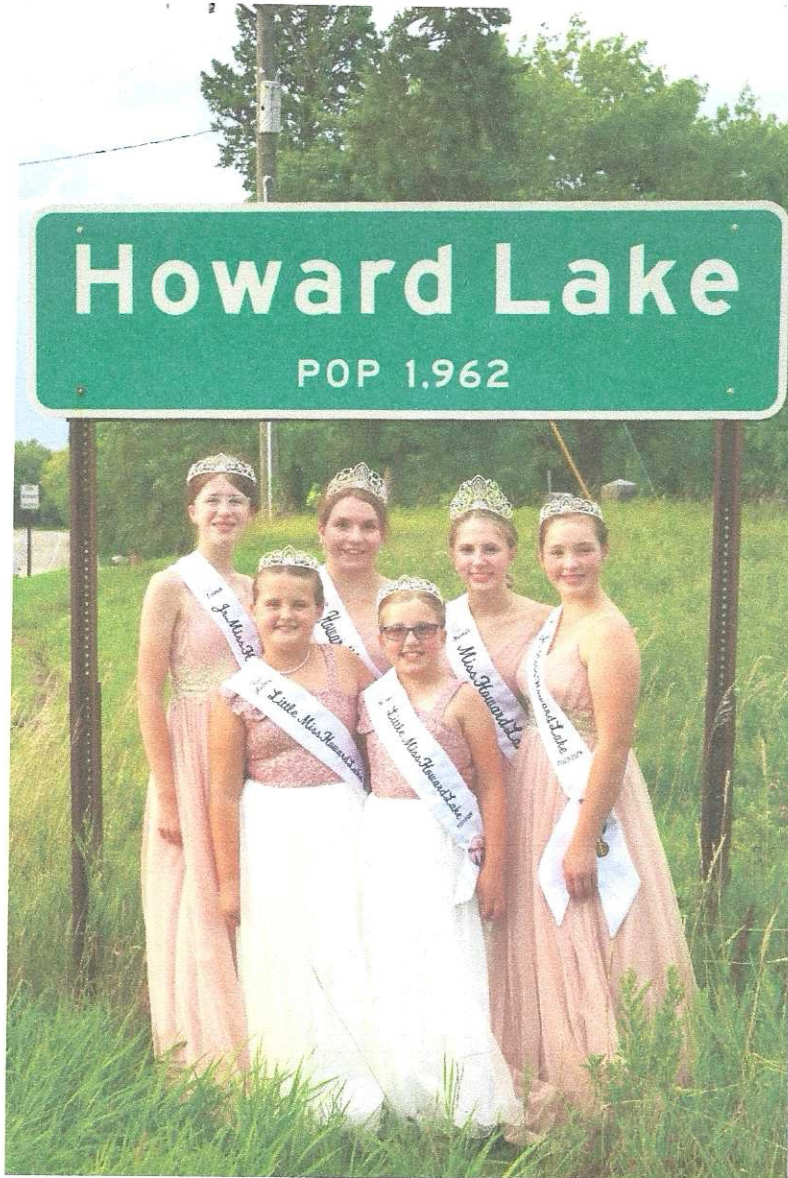
FINANCIAL: They are requesting a donation of \$2,147.50 to purchase the float cover from Canvasworks, Inc.

LEGAL: There is varying opinions to the legality of the city financially supporting this program. Ultimately, the City Council relies on the “economic development” provision which permits the City to spend tax dollars on efforts that support economic development.

COUNCIL ACTION REQUESTED: Approve the donation request for \$2,147.50 for the Howard Lake Royalty to purchase a float cover.

ATTACHMENTS: Quote from Canvasworks, Inc.

2023-2024 Howard Lake Royalty



**Tarp Proposal for the City of Howard Lake
City Council Meeting
January 16th, 2024**

**2023-2024 Howard Lake Royalty
Tarp Proposal for the City of Howard Lake
City Council Meeting
January 16th, 2024**

Float improvements since 2019

- **2019, we put in all new axels and hubs with electric brakes.**
- **July 2021, a local construction company donated a new floor and carpet due to rotting floor. Chip board was used.**
- **August 2021, we hired Canvasworks, Inc. to sew the seams of the tarp that was ripping out. This was a short-term fix. \$413.39**
- **April-June 2023, the flooring and some side panels were replaced with marine grade lumber. We also replaced all decor including fringe, lettering, lights, and 3 new boat seats and pedestals. \$1937.97**
- **April-June 2023, storage rent when building the float to protect it. \$200.00**



HOWARD LAKE
GOOD NEIGHBOR DAYS



How is the Royalty Program supported?

Donations from Howard Lake Organizations like the Lions and Legion.

The City of Howard Lake pays to send an ambassador to represent Howard Lake to the Minneapolis Aquatennial and the Saint Paul Winter Carnival.

Donations from Business Owners from Howard Lake and Surrounding Communities.

Float Sponsorships

Private Donations

Daddy Daughter Dance

Howard Lake Royalty Fundraiser at Howard Lake Bowl

Root Beer Float Fundraiser during GND at Orphans Field

Numerous Bake Sales with the Howard Lake Farmers Market

General Fundraiser Opportunities

What does our program pay for?

Float Liability Insurance, Dresses and Outfits, Crowns, Crown Boxes, Sashes, Buttons, Name Badges, Generator Repair, Float Magnets, Visiting Royalty Banquet during GND Weekend, Scholarships for our Royalty, and attendance costs of representing Howard Lake in other communities.

After the investment of rebuilding the float, our funds have been greatly depleted. We are asking the City of Howard Lake to purchase a new tarp cover for us.

Canvasworks, Inc

VOSB - Veteran Owned Small Business
 PO Box 247
 245 Cokato St. E
 Cokato, MN 55321

Estimate

DATE	ESTIMATE #
12/15/2023	2596

NAME / ADDRESS / PHONE NUMBER	
Howard Lake Royalty Karla Marschel 1001 Fairway Blvd Howard Lake, MN 55349	
Customer Phone	

DESCRIPTION	QTY	COST	TOTAL
Float travel cover per Canvasworks standard design	1	2,000.00	2,000.00T
- Cover will tie underneath trailer per Canvasworks standard design Top Notch color TBD		0.00	0.00T
- This estimate is valid 60 days from the date of this estimate. Changes in pricing may occur after this date.		0.00	0.00T
- This estimate is not final until the boat/trailer/project has been seen. Any changes in the job specifications will result in a price change.			
- A 50% deposit is required to reserve a spot in the schedule and to order material.		0.00	0.00T
- Deposits are non-refundable after material has been ordered. Before material has been ordered there is a 10% cancellation charge. SALES TAX		7.375%	147.50
TOTAL			\$2,147.50

Phone #	E-mail	Web Site
320-559-0165	sales@canvasworksincmn.com	



HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider Request of Veterans Memorial Committee to Move Location of Memorial

SECTION: New Business

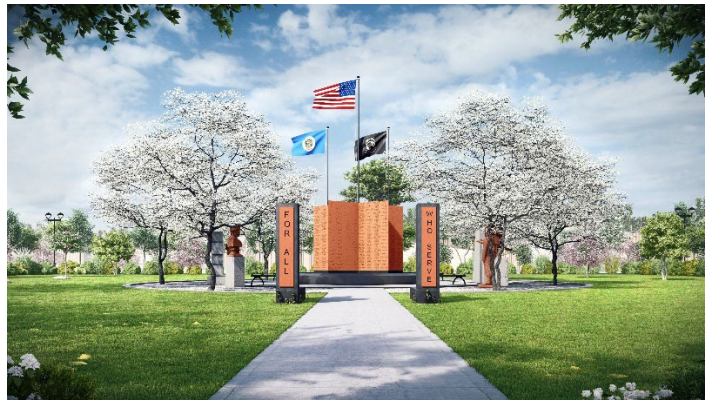
FROM: American Legion Memorial Committee

BACKGROUND: The American Legion has formed a committee to build and establish a veterans memorial adjacent to the library under construction at Central Park. In July of 2023, committee members received preliminary approval for the concept design and location from the city council.

The city council agreed by motion to approve the preliminary concept design and location of the memorial. At that time, the proposed location was proposed to be placed between the library structure and the existing splash pad as shown below as #1.



1 – Original Site | 2 – Newly Proposed



Elevation Drawing

The group has progressed through the design development process and have produced scaled concept drawings of the memorial in relation to the library project and overall site. Doing so, the group has opined that the location is too tight between the library facility and the splash pad feature. This may create conflict in use/enjoyment of the memorial with children running to/from the library to the splash pad as well as one quiet/passive use and another that is intentionally active. **The group has requested to move the monument to the north side of the library facility, adjacent to 8th Avenue (figure #2).**

General Considerations Overall for Placement

The initial site was selected as one that is served with off street parking, sidewalk and utility connections close by as well as compliment the overall design of the library itself. The library and memorial were subject to a site plan review. The following is taken into consideration:

- Ease of access and line-of-sight between each feature
- ADA accessibility along the sloping path from the parking lot to the library
- The intended character of each feature:
 - splash pad: active/playful
 - memorial: respectful/peaceful
 - library: welcoming/inviting

Design Team Notes (BKV/Library Architects)

- If the Veteran's Memorial stays between the two existing elements, it is recommended to adjust the scale so the design has some "breathing room" between the splash pad and the library.
- Adjusting the location would address some of the concerns that the three elements could feel tight.
 - a. Moving to the north could be useful, and more so if it is brought closer to the sidewalk (than the 45' walk shown). This would preserve open space in the park. The setback from 8th Avenue should be deeper than that of the library to preserve sight lines.
 - b. Moving to the south along the sidewalk could be useful but would benefit from a purpose-designed strategy that works with that footprint and location. Using the same design there may feel especially cramped.

Recommendations on Memorial Placement

Ultimately, the city council reserves the right to approve final location and specify any site, construction or ongoing maintenance arrangements. The initial site was preliminarily approved by the council with the understanding that final approvals would be brought back to the council.

Project Coordination & Related Impacts

The City Council should make a deliberate statement or position about costs incurred to accommodate the development of the memorial. Coordination and review will be needed by various disciplines related to the library project. There may be additional construction coordination needed as well. Finally, change orders are likely to adjust plantings, grading, sidewalk connections. These will have financial consequences to the project budget.

City's Role Extended

The City is currently accepting donations towards the project and tracking in a dedicated fund for the same purpose. The committee is exploring a state appropriation. If so, the City will likely have to be named as an official fiduciary agent to bring this forward.

DECISION MAKING METRICS:

FINANCIAL: The City has incurred expenses and may

LEGAL: While not needed at this time, the city council will be asked to enter into at least one, if not two agreements that formally stipulate construction as well as ongoing operation & maintenance of the completed memorial.

COUNCIL ACTION REQUESTED:

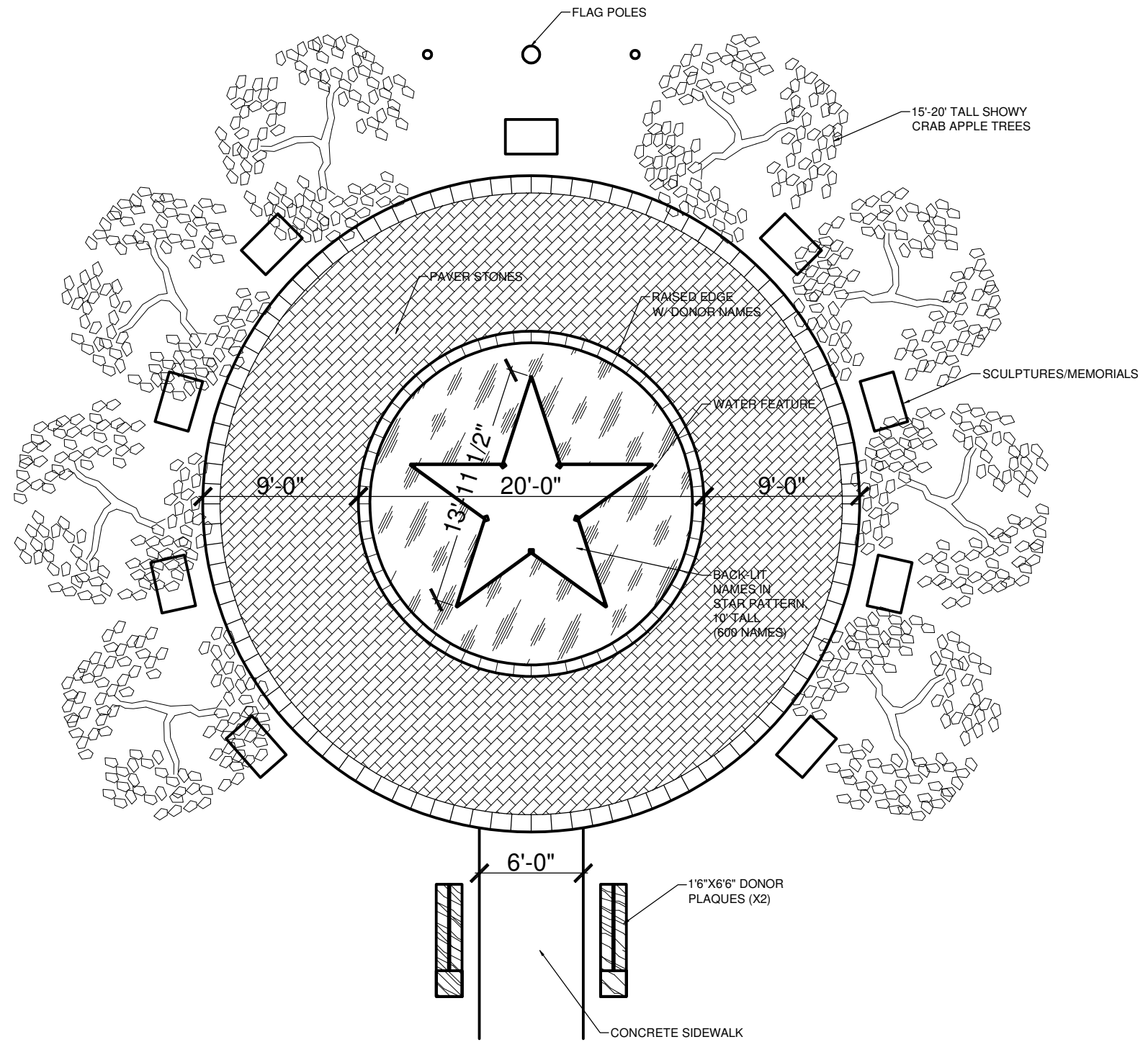
1. Location: Confirm initially proposed location OR approve request to change to north side of the facility.
2. Financial: The council should make a determination if or how much to expense to the project.

ATTACHMENTS:

1. Location Summary
2. Elevation Drawings



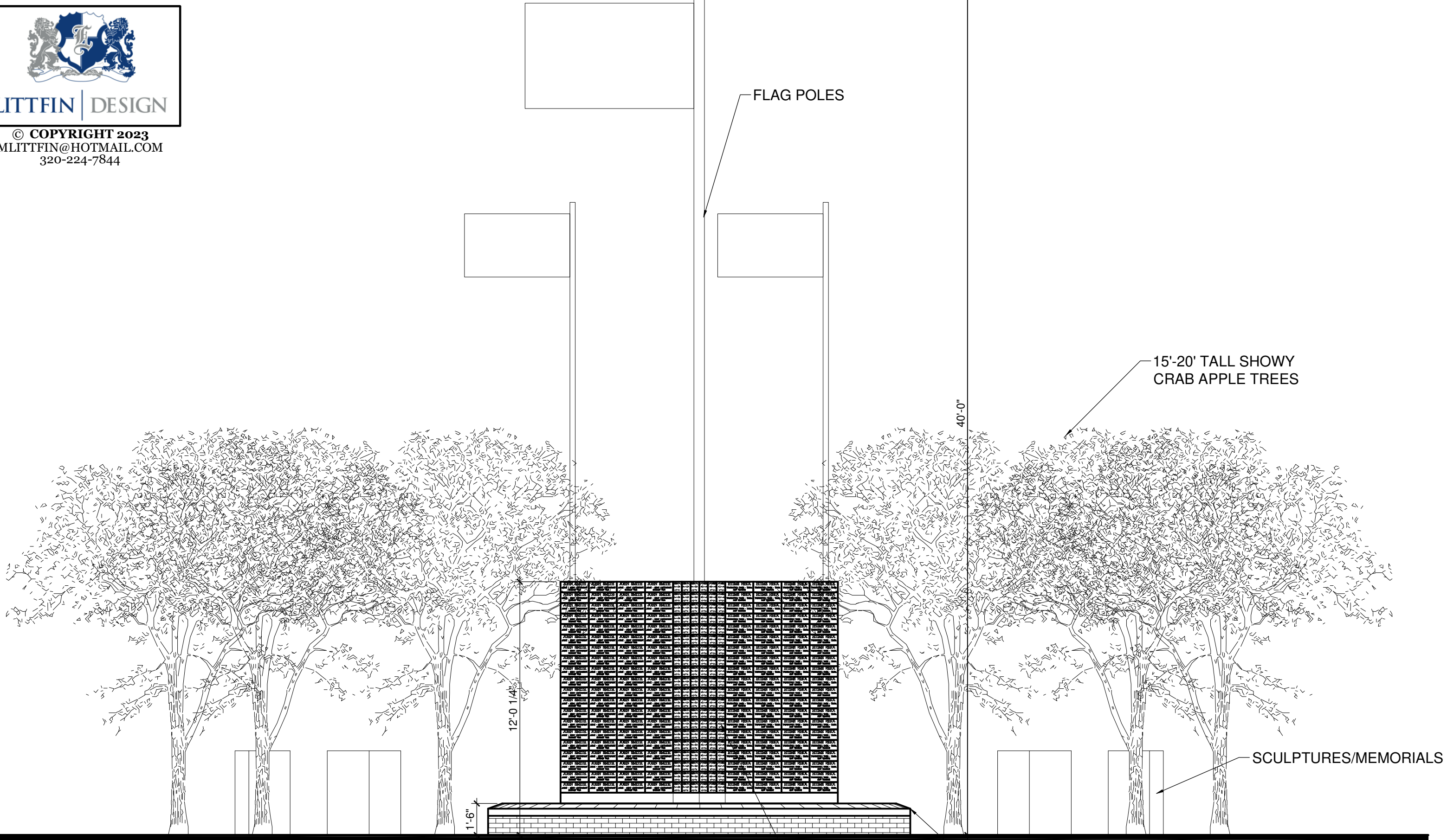
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1 MONUMENT LAYOUT PLAN
SCALE: 1/8" = 1'0" WHEN PRINTED ON 11X17 PAPER



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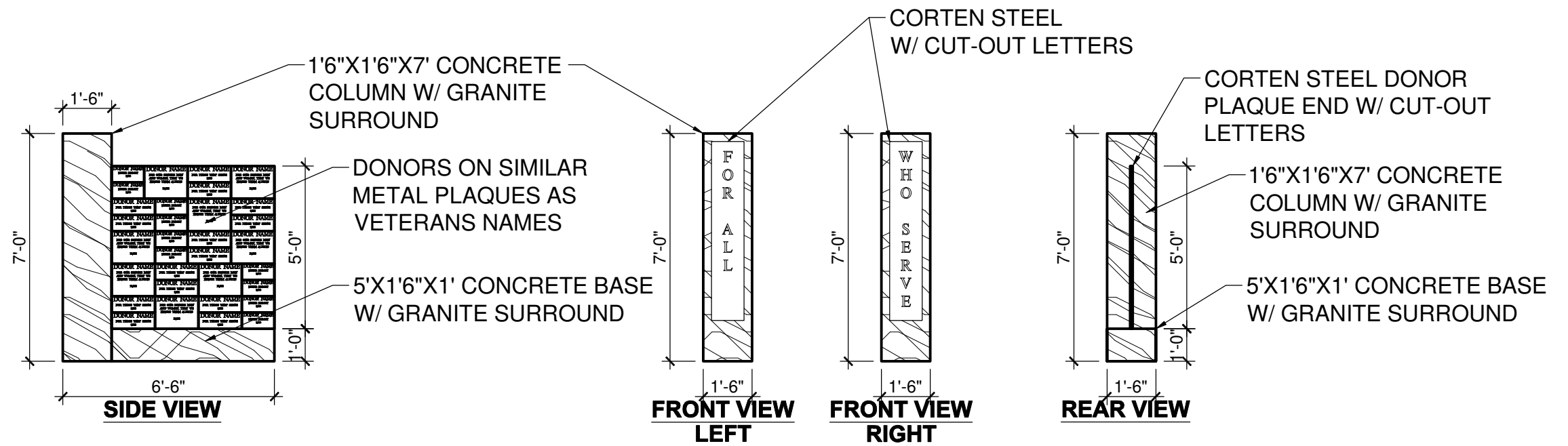
2 MONUMENT ELEVATION VIEW
SCALE: NOT TO SCALE

BACK-LIT
NAMES IN
STAR PATTERN,
10' TALL
(600 NAMES)

RAISED EDGE
W/ DONOR NAMES



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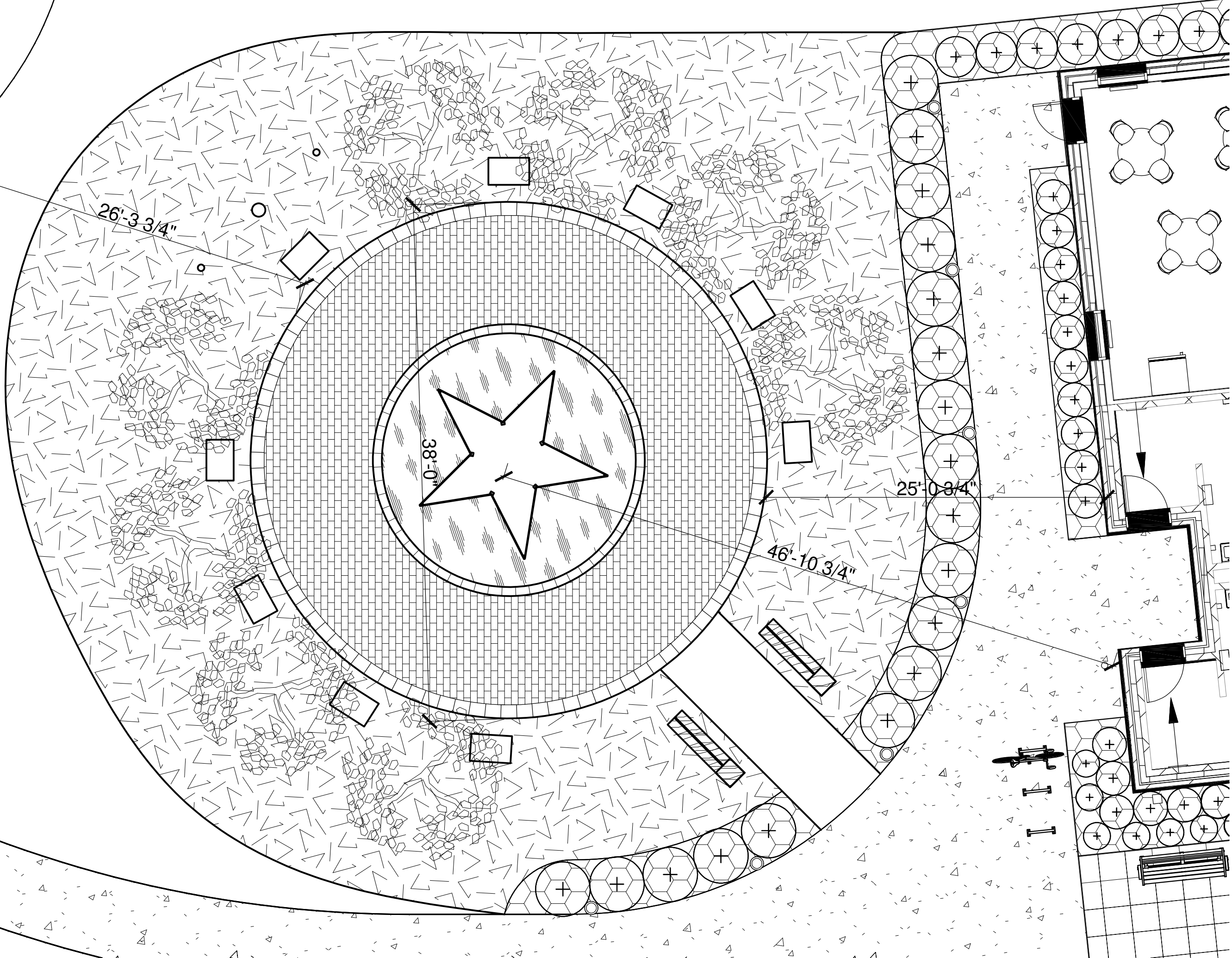
3 DONOR PLAQUES OUTSIDE OF MONUMENT

SCALE: 1/4" = 1'-0" WHEN PRINTED ON 11X17 PAPER



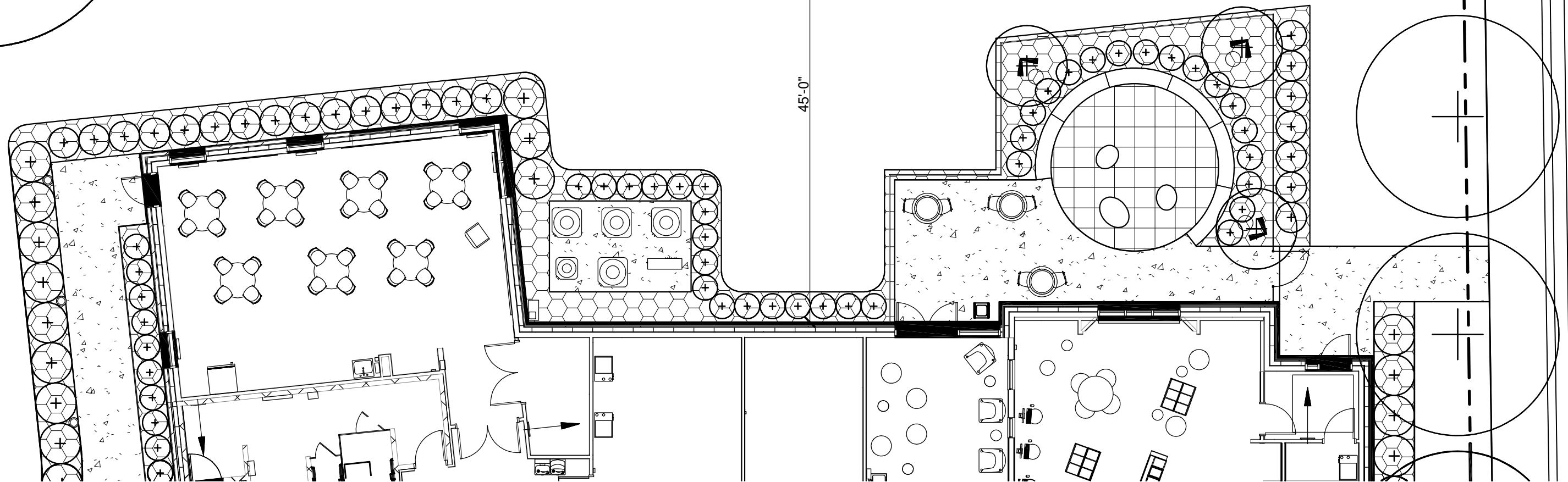
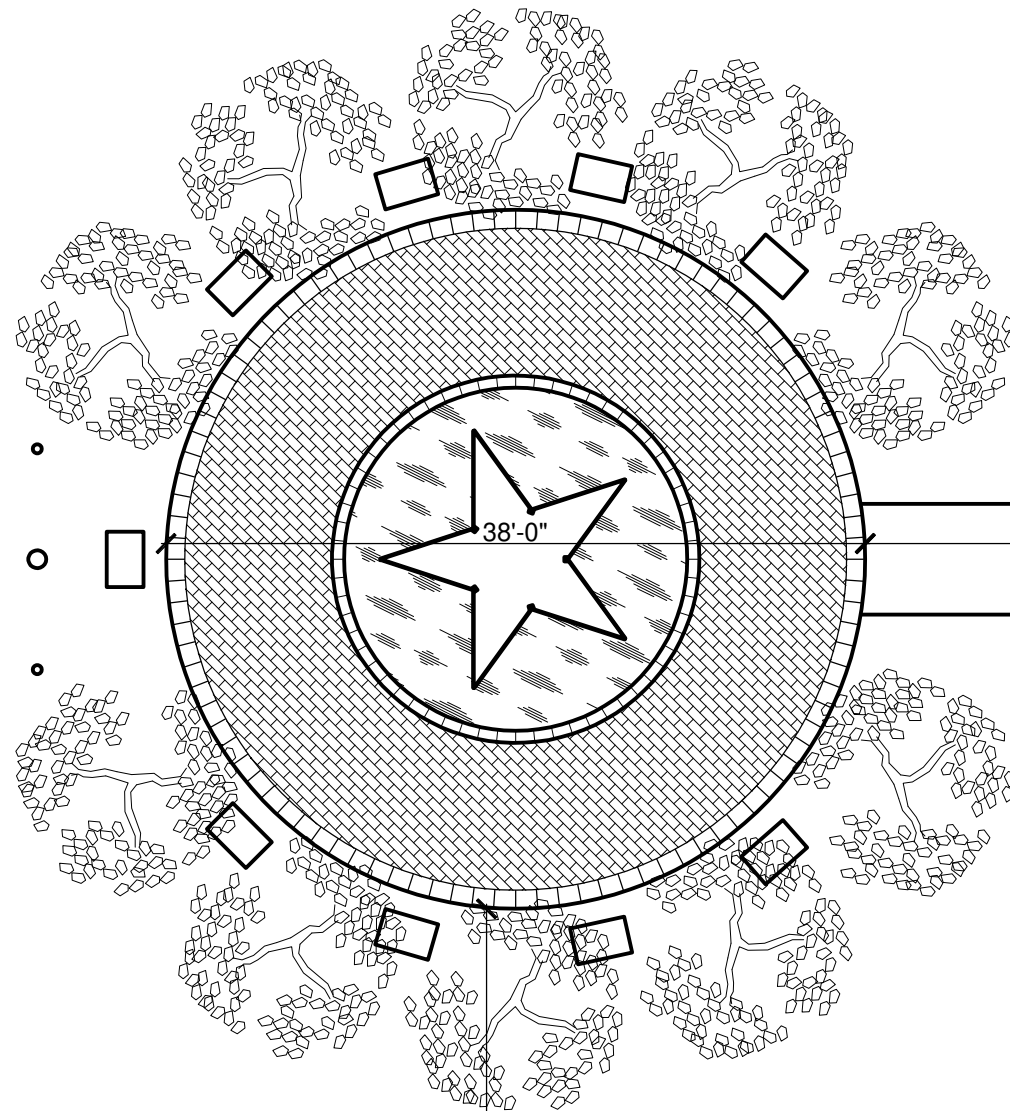
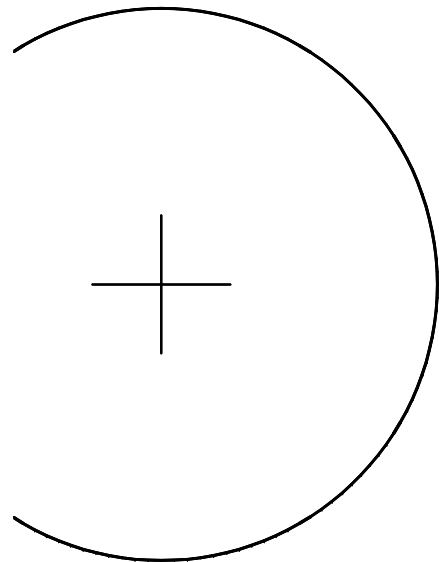
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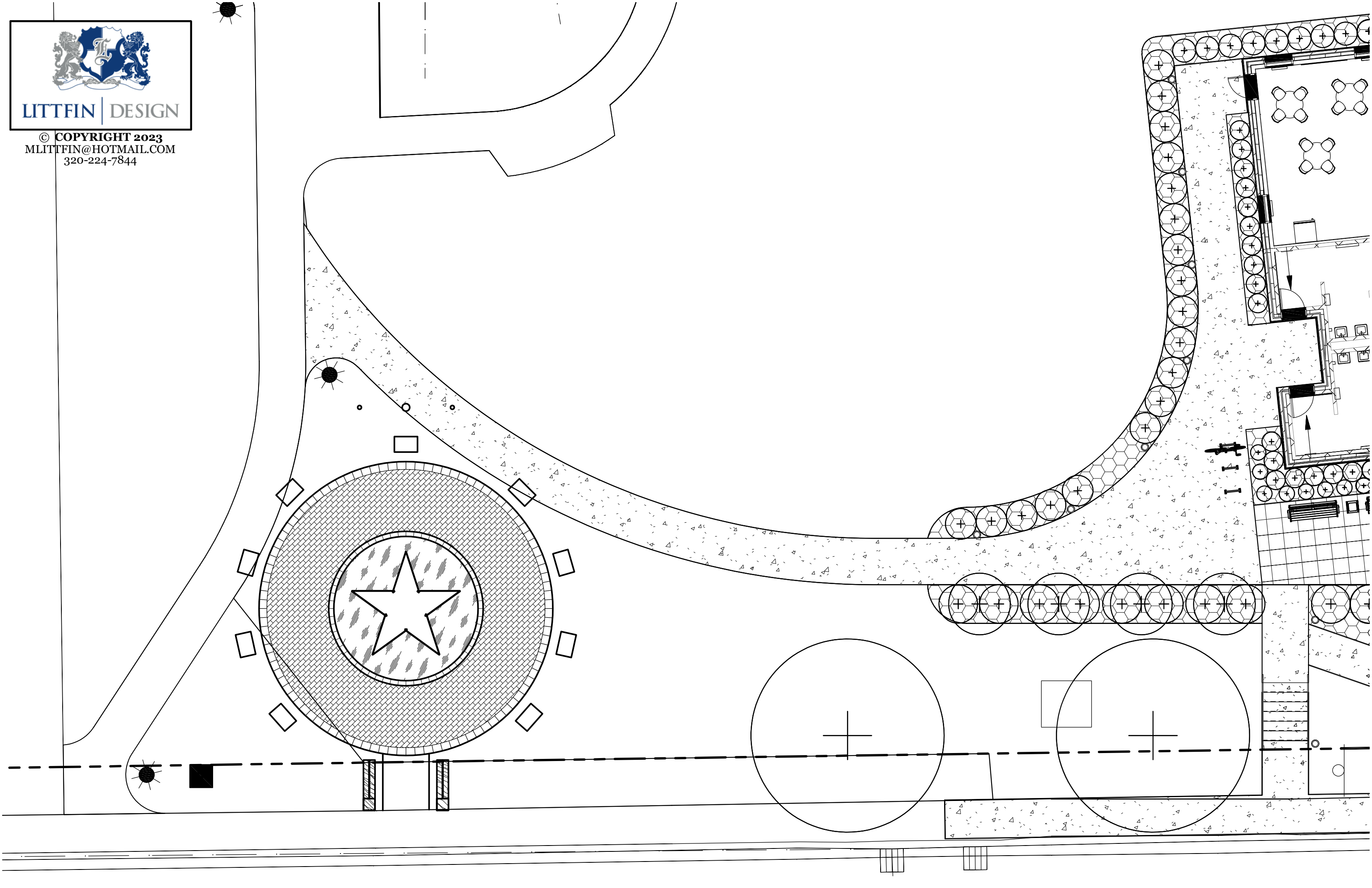
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HOWARD LAKE CITY COUNCIL MEETING

January 16, 2024

AGENDA ITEM: Consider **MODIFICATION** to Automatic Aid Agreement between Cokato and Howard Lake Fire Departments

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Keith Bobrowske, Fire Chief

BACKGROUND:

This agenda item, as drafted, was included in the June 20, 2023 council agenda for approval. It is included in the event council or public needs the original background materials. The update proposed is as follows:

5. The department whose fire protection area covers the incident address shall follow their standard operating procedures and/or response guidelines. The other department shall respond with appropriate apparatus and ~~personal personnel~~. Except as described in this agreement, the employees, officers, and members of the other department shall have the same powers, duties, rights, privileges, and immunities as if they were performing similar services in their department's fire protection area. The other department's employee's shall be considered to be acting within the scope of and in the course of their regular employment, as employees of that department.

Acknowledging ongoing issues with attracting and retaining fire fighters and limited budgets for new equipment and fleet purchases, as well as to provide the best possible incident response, the fire departments of Cokato and Howard Lake have drafted this Automatic Aid Agreement.

The agreement calls for personnel and equipment to be shared between the two departments. Previous agreements for Wright County Fire Departments as well as state statutes that regulate mutual aid are already in place and used regularly. This specific agreement is different inasmuch as the parties involved are explicitly Cokato and Howard Lake (rather than county wide). Additionally, it calls for both departments to be dispatched automatically and simultaneously by Wright County Dispatch.

The agreement details equipment and terms of incident response which match existing protocol available through mutual aid agreements already in place.

DECISION MAKING METRICS:

FINANCIAL: Consideration should be given to cost consequences to this proposal. Structure fires are somewhat rare vs ambulance calls or calls for assistance. Still, being first in line for response may have a cost consequence to track and consider to ensure we are budgeting appropriately.

LEGAL: The agreement was drafted by the City of Cokato. At the time this staff report was written, the Howard Lake City Attorney was reviewing the document, but comments were not received back.

COUNCIL ACTION REQUESTED: Approve Agreement contingent upon city attorney feedback/approval.

ATTACHMENTS:

1. Automatic Aid Agreement (redline)

Automatic Aid Agreement Between Cokato and Howard Lake Fire Departments

BACKGROUND:

In an effort to provide the best emergency services and quick response to incidents, the Cokato and Howard Lake Fire Departments request approval to enter into an agreement to make equipment, personnel and other resources available to both departments. Auto-aid agreements save valuable time in getting additional resources to fire and other incidents. A fire doubles in size every 30 seconds.

AGREEMENT:

This Automatic Aid Agreement is entered into on the 1st day of July 2023 by and between the City of Cokato, City of Howard Lake and the Wright County Sheriff's Office Dispatch Center. This is a voluntary Agreement for the Fire Departments to provide additional fire protection services, also provides a quicker and a more sufficient response to confirmed structure fires as well as motor vehicle accidents with confirmed injuries and/or entrapment in both primary service areas.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Upon receiving a call for service to any confirmed or probable structure fire within one's primary service area, the dispatch center shall automatically dispatch both fire departments through the appropriate dispatch centers. Each department may alter their response area with the auto-aid department but will maintain auto aid to the entire service area with a minimum of two departments.
2. Upon receiving a call for service to any motor vehicle accidents with confirmed injuries and/or entrapment within one's primary service area, the dispatch center shall automatically dispatch both fire departments through the appropriate dispatch centers. Each department may alter their response area with the auto-aid department.
3. Automatic aid shall be effective 24 hours a day, 7 days a week.
4. Initial communication between agencies will be on the primary service area's radio channel. If the county communications center and/or responding agencies feel the need for a tactical channel it will be assigned at that time. If channel patching is required, the communications center will provide this.
5. The department whose fire protection area covers the incident address shall follow their standard operating procedures and/or response guidelines. The other department shall respond with appropriate apparatus and ~~personal~~ personnel.

Except as described in this agreement, the employees, officers, and members of the other department shall have the same powers, duties, rights, privileges, and immunities as if they were performing similar services in their department's fire protection area. The other department's employee's shall be considered to be acting within the scope of and in the course of their regular employment, as employees of that department.

Response will be kept minimal unless additional assistance is requested by the incident commander. The Initial response by an auto-aid department will be pre-determined by the department's apparatus response guidelines. This may include engines, towers, rescues, tankers, grass rigs and command vehicles.

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6. The first arriving department officer will establish incident command. Subsequently, command may be transferred as companies continue to arrive.
7. The incident commander from the primary service area fire department shall be responsible for determining which other fire departments may be needed for additional mutual aid response to locations within their primary service area and must provide this information to their respective dispatch centers. The incident commander may also cancel the responding automatic aid fire department.
8. We shall work under local, county and state mutual aid plans.
9. Workers' compensation from each department shall be responsible for injuries or death of its own personnel. Each department will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each department waives the right to sue the other department for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers or employees.
10. Each department shall be responsible for damages to or loss of its own equipment. Each department waives the right to sue the other department for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other department or its officers, employees or volunteers.
11. While providing auto aid and/or mutual aid, each department shall be responsible for any claims or actions filed against its own officers or employees, arising from the performance and provision of assistance pursuant to this agreement. Under no circumstances, shall a department be required to pay on behalf of itself and the other department, any amounts more than the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one department. The limits of liability for both departments may not be added together to determine the maximum amount of liability for one department.
12. The Primary Service Area agrees to defend and indemnify the responding party against any claims brought or actions filed against the responding party or any officer, employee, or volunteer of the responding party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Primary Service Area pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

The intent of this section is to impose on the Primary Service Area a limited duty to defend and indemnify a responding party from claims arising within the Primary Service Area's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

13. No charges will be levied by a responding department to this agreement for assistance rendered to a requesting department under the terms of this agreement unless assistance continues for a period of more than 12 hours and/or is asked for by the requesting department. Rates will be according to the current rate schedule set by Minnesota DNR fee schedule. This is the fee schedule adopted by the Wright County Fire Chief's Association. If less than 12 hours all departments will be responsible for its own costs of responding to that incident.

14. This agreement will be in force from the date of execution until either department withdraws from this agreement upon thirty (30) days written notice to the other department to the agreement.

CITY OF COKATO

Carl Harju, Mayor Dated

Hutch Erickson, Fire Chief Dated

CITY OF HOWARD LAKE

Peter Zimmerman, Mayor Dated

Keith Brobrowske, Fire Chief Dated



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 16, 2024

AGENDA ITEM: Consider 2024 Appointments & Designations

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, the City Council review various organizational matters and makes appointments and designations for the year. There should be discussion if there is any interest to reassign individual appointments, establish, eradicate or modify existing council-committees.

Revamping Existing and Considering Evolving Needs

Beginning last year already, staff suggested additional committees and commissions of the City. Moving forward into 2024, staff is using this agenda item as an introduction to a more deliberate and broad approach to resident engagement and participation in their community. A regularly reoccurring issue locally is lack of local ownership and participation in events and programs and the formation of policy. This is not unique to Howard Lake, though, it could be argued our local characteristics (small, commuter community, growing) make it more difficult to address this need. A focus of 2024 will seek to increase said involvement and participation. At least a part of this will be formally recognized boards and commissions of the council.

EXISTING BOARDS/COMMISSIONS/COMMITTEES

- Outside membership in EDA/HRA
 - o There are several key properties that will be subject to sale and/or redevelopment. Staff will be proposing a different group composition to help guide these considerations.
- Senior Services/Center
 - o Formally recognized in 2023, left vacant intentionally until new facility is closer to completion.
 - o Staff has been researching other community's programming and considering options to pursue locally.

UNDER CONSIDERATION

- Friends of the Library or Library Advisory Committee
 - o The current chair/secretary have acknowledged they will be stepping down with their terms are up in July. Staff is in conversations about the future options of the group.
- Cannabis Regulation
 - o This comes as a strong recommendation from the League to consider committee consisting of various city staff/discipline, residents, and business owners impacted by the various consequences of the recent cannabis laws passed.
- Community Enrichment
 - o Locally, we are regularly experiencing issues where city staff is left to plan, organize and execute various events that are more commonly managed by community volunteers. Examples include Downtown Trick or Treating, Holiday Lighting Events, Good Neighbor Days, National Night Out.

Possible/Proposed Steps Forward

1. All existing board and commission members will be asked to resubmit for appointment consistent with existing term limits listed in the relevant bylaws or ordinance language.
2. A coordinated outreach effort will take place to solicit more interest, buy in and participation in existing boards/commissions.
3. Based on general conversation with these annual approvals, staff will come up with a general outline of scope, needs and intentions with the new items listed and larger changes to existing.

ALTERNATIVE OPTIONS: Open

FINANCIAL: N/A

LEGAL: N/A

STAFF RECOMMENDATION: Discuss

ATTACHMENTS:

1. Proposed 2024 Assignments

CITY OF HOWARD LAKE
2024 BOARD, COMMISSION, COMMITTEE ASSIGNMENTS

Acting Mayor

P. Zimmerman

2nd ACTING MAYOR

G. Gilbert

ECONOMIC DEVELOPMENT AUTHORITY

Full Council

HOUSING REDEVELOPMENT AUTHORITY

Full Council

PARK & PLANNING COMMISSION

J. Schmidt, V. Kleve, G. Gilbert, J. Deiter,
B. Guenigsman, A. Debnar, M. Hibbard

LIQUOR COMMISSION

T. Kutz, P. Zimmerman

WASTEWATER COMMISSION

P. Zimmerman, J. Deiter

**COMMUNITY DEVELOPMENT
COMMITTEE**

P. Zimmerman, A. Munson

PUBLIC SAFETY COMMITTEE

T. Kutz, J. Deiter

INTERGOVERNMENTAL COMMITTEE

P. Zimmerman, T. Kutz

FINANCE COMMITTEE

G. Gilbert, P. Zimmerman

PERSONNEL COMMITTEE

P. Zimmerman, A. Munson

GOOD NEIGHBORDAYS COMMITTEE

Kelli Burau (chair), April Stueven

SENIOR CENTER ADVISORY COMMITTEE

Open

CITY ADMINISTRATOR/CLERK

N. Haggemiller

CITY TREASURER

J. Swensen

ACTING CITY ADMINISTRATOR

M. Theisen

CITY ATTORNEY

Halverson Legal (Criminal)
Couri & Ruppe (Civil)
Taft (Bond)

CITY ENGINEER

Bolton and Menk Incorporated

CITY PLANNER

Northwest Associated Consultant Planners

PUBLIC FINANCE ADVISOR

David Drown & Associates

BUILDING OFFICIAL

Metro West Inspection Services

HEALTH OFFICER

Ridgeview Medical Center

CIVIL DEFENSE DIRECTOR

Craig Loebertmann

OFFICIAL WEBSITE

www.howard-lake.mn.us

OFFICIAL PUBLIC ACCESS CHANNEL

<https://howardlake.viebit.com/>

OFFICIAL NEWSPAPER

Herald Journal Publishing

OFFICIAL DEPOSITORIES

Citizen's Alliance Bank
4M Fund
Security Bank of Winsted

RISK MANAGER/LMICT

Jon Kuhlmann, Citizens Alliance Agency

CITY ASSESSOR

Chase Filippi, Wright County