

*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
March 18, 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 Minutes from February 28, 2024 Work Session and Regular Council Meeting.](#)
- E. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
 - a. [Blazing Star Award from Conservation Minnesota.](#)
- F. CITIZEN INPUT
 - a. Martin Ostvig, Street & Utility Project Concerns
 - b. Gerry Smith, Street & Utility Project Concerns
 - c. Jack Sawyer, Mumford Sanitation Service Issues
- G. COUNCIL/COMMITTEE REPORT
- H. DEPARTMENT REPORTS
 - a. [Howard Lake Wine & Spirits Update](#)
- I. CONSENT AGENDA
 - a. [Consider Accepting all Reports & Payment of Claims.](#)
 - b. [Consider Various Personnel Appointments.](#)
 - c. [Consider Spring Cleanup Dates & Terms.](#)
- J. NEW BUSINESS
 - a. [Consider Approving Service Agreement for Credit Card Processing.](#)
 - b. [Consider 2024 Pavement Maintenance Quotes.](#)
 - c. [Consider Resolution 24-03 Opposing Omnibus Zoning Package.](#)
- K. OLD BUSINESS
 - a. [Consider Approval of Resolution 24-04 Gambling Permit for the Litchfield Dassel Cokato Hockey Program.](#)
- L. ADMINISTRATOR'S REPORT
- M. ADJOURN



CITY OF HOWARD LAKE

Nicholas A. Haggemiller, 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 -
February 28, 2024 – Special Meeting Date

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Allan Munson
Jason Deiter
Gene Gilbert
Tom Kutz

COUNCIL ABSENT

STAFF PRESENT

Nick Haggemiller, City Administrator
Meagan Theisen, Assistant City Administrator
Josh Halvorson, Bolton and Menk, Inc
Shannon Sweeney, David Drown Associates, Inc.

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

Haggemiller stated that the Presentation from Superintendent Nate Walbruch was rescheduled to a later date.

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

APPROVAL OF MINUTES

Council Member Kutz moved to approve the minutes from the January 16, 2024 Council Meeting. The motion was seconded by Council Member Gilbert and passed unanimously.

CITIZEN INPUT

None.

COUNCIL/COMMITTEE REPORT

Council Member Deiter shared an update from the Parks and Planning Commission on February 14, 2024.

Mayor Zimmerman shared an update from the Waste Water Commission Meeting, sharing that Waverly and Montrose are interested in joining the commission.

DEPARTMENT REPORTS

Receive and File Liquor Store Financials for January 2024.

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	62077-62240	\$1,050,972.42
PAYROLL	27470-27495,503163-503239	\$95,103.17
ELECTRONIC	1587-1625	\$125,205.20
TOTAL		\$1,271,280.79
<hr/>		
AMBULANCE CLAIMS	6047-6055	\$4,506.29
ELECTRONIC		
TOTAL		\$4,506.29

b. Consider Approving of Various Personnel Appointments

c. Consider Approval of 2024 Elections Judges – Updated List

d. Consider Acknowledging Library Project Change Orders Approved to Date.

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

PUBLIC HEARING/PRESENTATION

Rescheduled – Nate Walbruch, HLWW School Superintendent Update

NEW BUSINESS

a. Consider Various Approvals Related to the 2024 Street & Utility Project

Haggenmiller reviewed the staff report and a summary of what was discussed at the 6 pm work session meeting.

Council Member Kutz moved to approve the Letter of Conditions for WEP. The motion was seconded by Council Member Munson and passed unanimously.

Council Member Deiter moved to approve the Letter of Conditions for the Community Facilities Loan. The motion was seconded by Council Member Kutz and passed unanimously.

Council Member Gilbert moved to approve the Request to Obligate USDA Grant Funds. The motion was seconded by Council Member Munson and passed unanimously.

Council Member Kutz moved to approve the Request to Obligate USDA Loan Funds. The motion was seconded by Council Member Deiter and passed unanimously.

Council Member Munson moved to Obligate Community Facility Loan Funds. The motion was seconded by Council Member Deiter and passed unanimously.

Council Member Deiter moved to approve the Letter of Intent to Meet Conditions for the USDA Grant. The motion was seconded by Council Member Kutz and passed unanimously.

Council Member Kutz moved to approve the Letter of Intent to Meet Conditions for the USDA Loan. The motion was seconded by Council Member Munson and passed unanimously.

Council Member Deiter moved to approve Authorizing City Administrator and Mayor to execute documents related to these approvals. The motion was seconded by Council Member Gilbert and passed unanimously.

b. Consider Approval of Architectural Services for Fire Hall Plans

Haggenmiller reviewed the staff report and the proposal from BKV for \$6,500 for their proposal for Architectural and Engineering Services for the Fire Hall Study.

Council Member Kutz moved to approve the proposal from BKV. The motion was seconded by Council Member Munson and passed unanimously.

c. Consider Approval of Resolution 24-03 Gambling Permit for the Litchfield Dassel Cokato Hockey Program

Theisen reviewed the staff report Council.

Council had some questions that staff could not answer, including – Are the Maple Lake Lions still going to be involved? Do they intent to donate back to the community or the Council would like to implement a percentage of required donations.

Council determined to table to approvals until these questions can be answered.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 7:26 pm. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

HOWARD LAKE CITY COUNCIL
WORK SESSION
February 28, 2024

6:00 pm

Street & Utility Project Financing and Approvals

Haggenmiller reviewed the staff report to Council, highlighting work session goals.

Shannon Sweeney, of David Drown and Associates, reviewed his staff report to Council related to funding for the Street/Utility/Water Treatment Plant project.

Josh Halvorson, of Bolton and Menk, reviewed what it would look like if the City went forward with a smaller/stand alone project.

Meeting closed at 6:57 pm.

FOR IMMEDIATE RELEASE

March 14th, 2024

Contact: Liz Deering, Liz@conservationminnesota.org

***Howard Lake Receives Conservation Minnesota's Blazing Star Award**
Minnesota's first net-zero energy library*

Howard Lake—Howard Lake will receive the Blazing Star Award from Conservation Minnesota at their city council meeting on Monday, March 18th, at 7:00 pm. The award acknowledges exceptional local government projects that advance conservation, climate resilience, environmental protection, or outdoor recreation opportunities. The Blazing Star is a perennial flower native to Minnesota prairies and known for its hardy and adaptable characteristics.

Howard Lake received a Blazing Star Award for their work constructing Minnesota's first ever fully net-zero energy library. The new library will feature active and passive solar energy, locally sourced, sustainable, and/or recycled materials, high efficiency water fixtures, and native plant landscapes. Located close to downtown and adjacent to two parks, the library will serve as a central hub for the community, providing learning, safety, and a greater sense of belonging for the city's 2,500 residents. The city leveraged partnerships and obtained outside resources like T-Mobile's Hometown Grant to help cover the cost of computers and high-speed internet access.

“To see a small town take such big steps for their community and for the environment is really inspiring. Howard Lake is setting an example for other cities to think big and bold,” said Avery Hildebrand, Public Land & Outdoor Recreation Program Manager at Conservation Minnesota.

Over the summer, Conservation Minnesota solicited applications from cities, counties, Tribal nations, and soil and water conservation districts across Minnesota. In total, 21 projects were submitted. A panel of four judges reviewed applications and chose three communities from across the state that showed innovation in their projects and a commitment to conservation and sustainability. In addition to Howard Lake, Sherburne County received the award for their accessibility and management improvements at Grams Park, and the City of Hopkins received the award for an innovative heat vulnerability study that will help guide future projects in their community.

“This year's Blazing Star Awardees highlight how local government can uniquely leverage their resources and partnerships to make positive change for the people who live there,” said Avery. “By lifting up these important projects for all of Minnesota to see, we hope to inspire others to implement similarly innovative projects in their own communities.”

Conservation Minnesota is a nonprofit organization committed to protecting people and places from the adverse impacts of pollution and climate change while ensuring that everyone who calls Minnesota home has access to the Great Outdoors and opportunities to enjoy it.

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Howard Lake Wine & Spirits

Profit & Loss Statement

for the period 2/1/2024 to 2/29/2024

Prelim - audit

need to update
with 2024

SALES	Mnthly Amnt	YTD Amount	Budget	% of Budget	2023		+/- Pr Yr
					Mnthly Amt	YTD1Amt	
Liquor	\$ 24,099	\$ 47,806	\$ 294,915	16%	\$ 26,446	\$ 51,568	\$ (3,762)
Beer	\$ 33,067	\$ 65,618	\$ 544,689	12%	\$ 33,653	\$ 67,945	\$ (2,327)
Wine	\$ 5,855	\$ 16,772	\$ 86,534	19%	\$ 6,476	\$ 13,132	\$ 3,640
THC Products	\$ 332	\$ 704	\$ -	N/A	\$ -	\$ -	\$ 704
Discounts	\$ (609)	\$ (2,896)	\$ (2,000)	145%	\$ (777)	\$ (1,406)	\$ (1,490)
Misc(Pop/Mixes)	\$ 1,449	\$ 2,620	\$ 16,040	16%	\$ 1,348	\$ 2,574	\$ 46
Non Tax	\$ 415	\$ 836	\$ 13,268	6%	\$ 453	\$ 911	\$ (75)
Loyalty Program	\$ -	\$ -	\$ 1	0%	\$ -	\$ -	\$ -
On Sale Revenue - SSEC	\$ 2,000	\$ 3,411	\$ 9,838	35%	\$ 413	\$ 702	
Other Revenue	\$ 1,109	\$ 1,131	\$ 23,208	5%	\$ 20	\$ 40	
TOTAL SALES	\$ 67,715	\$ 136,001	\$ 986,493	14%	\$ 68,032	\$ 135,466	\$ (3,265)
COST OF SALES							
Liquor	\$ 17,313	\$ 34,237	\$ 215,510	16%	\$ 17,012	\$ 37,019	\$ (2,782)
Beer	\$ 24,775	\$ 47,661	\$ 425,588	11%	\$ 26,627	\$ 55,031	\$ (7,370)
Wine	\$ 4,396	\$ 11,870	\$ 59,566	20%	\$ 3,975	\$ 9,326	\$ 2,544
THC Products	\$ 152	\$ 369	\$ -	N/A	\$ -	\$ -	\$ 369
Misc Tax	\$ 992	\$ 2,023	\$ 14,525	14%	\$ 466	\$ 1,462	\$ 561
Misc Non Tax	\$ -	\$ -	\$ 500	0%	\$ -	\$ -	\$ -
Freight	\$ 671	\$ 1,251	\$ 6,052	21%	\$ 406	\$ 1,340	\$ (89)
TOTAL COST OF SALES	\$ 48,300	\$ 97,412	\$ 721,741	13%	\$ 48,486	\$ 104,178	\$ (6,766)
GROSS PROFIT	\$ 19,416	\$ 38,589					
EXPENSES							
Wages/Benefits	\$ 13,072	\$ 25,981	\$ 174,000	15%	\$ 13,273	\$ 26,960	\$ (979)
Consulting	\$ -	\$ -	\$ 0	0%	\$ -	\$ -	\$ -
Training & Seminars	\$ -	\$ -	\$ 1,269	0%	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 1	0%	\$ -	\$ -	\$ -
Dues & Subscriptions	\$ -	\$ 800	\$ 1	80000%	\$ -	\$ -	\$ 800
Cash Short/Over	\$ 43	\$ 75	\$ -		\$ (36)	\$ 38	\$ 37
Credit Card Expense	\$ 2,099	\$ 4,954	\$ 19,000	26%	\$ 1,292	\$ 3,212	\$ 1,742
Insurance	\$ -	\$ -	\$ 9,370	0%	\$ -	\$ -	\$ -
Repair & Maintenance	\$ 536	\$ 744	\$ 8,000	9%	\$ 790	\$ 971	\$ (227)
Computer Supplies/Technology	\$ 1,758	\$ 3,358	\$ 4,500	75%	\$ 291	\$ 1,891	\$ 1,467
Utilities	\$ 1,386	\$ 2,068	\$ 13,000	16%	\$ 1,394	\$ 2,021	\$ 47
Advertising	\$ -	\$ -	\$ 1	0%	\$ -	\$ -	\$ -
Misc	\$ 213	\$ 301	\$ 7,500	4%	\$ 352	\$ 428	\$ (127)
Depreciation	\$ 261	\$ 522	\$ 3,125	17%	\$ 625	\$ 1,250	\$ (728)
TOTAL EXPENSES	\$ 19,368	\$ 38,803	\$ 239,767	16%	\$ 17,981	\$ 36,771	\$ 2,032
PROFIT/(LOSS)	\$ 48	\$ (214)	\$ 24,985		\$ 1,565	\$ (5,483)	

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - February 26, 2024 - March 15, 2024

GENERAL FUND	CHECKS: 62241-62359	\$481,401.71
PAYROLL	27496-27505, 503240-503262	36,371.19
ELECTRONIC	1626-1646	<u>67,171.30</u>
TOTAL		\$584,944.20

AMBULANCE CLAIMS	CHECKS: 6056-6066	\$5,321.40
ELECTRONIC		
TOTAL		\$5,321.40

Approved:

****Looking into Check # 46311 - The Scene - \$225**

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 2/26/2024-3/15/3024

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
1626e	INTERNAL REVENUE SERVICE	2/28/2024	\$9,410.40 PR 02-23-2024
1627e	MN DEPT OF REVENUE	2/28/2024	\$1,833.40 PR 02-23-2024
1628e	PERA	2/28/2024	\$8,447.79 PR 02-23-2024
1629e	LEAP-WEX	2/28/2024	\$1,222.59 PR 02-23-2024
1630e	PSN	3/11/2024	\$1,643.79
1631e	LS WEEKEND CASH	3/11/2024	\$2,000.00
1632e	AUTHNET GATEWAY BILLING	3/11/2024	\$25.00
1633e	NCR SECURE PAY	3/11/2024	\$275.33
1634e	AETNA HEALTH	3/11/2024	\$10,113.77 February 2024 premiums
1635e	U.S. POSTAL SERVICE	3/11/2024	\$448.84 ach test for UB billing pmt
1636e	WEX HEALTH INC	3/11/2024	\$27.50
1637e	CITIZENS ALLIANCE BANK	3/11/2024	\$30.00
1638e	HEARTLAND PYMT SERVICES	3/11/2024	\$1,798.94
1639e	CITY OF BUFFALO	3/11/2024	\$60.00 ACCT# 26-022950-00
1640e	STATE OF MINNESOTA	3/11/2024	\$2,350.00 Feb 2024 sales tax
1641e	STATE OF MINNESOTA	3/11/2024	\$6,386.00 Feb 2024 sales tax
1642e	INTERNAL REVENUE SERVICE	3/12/2024	\$9,943.12 PR 03-08-20224
1643e	MN DEPT OF REVENUE	3/12/2024	\$1,733.71 PR 03-08-2024
1644e	PERA	3/12/2024	\$8,135.53 PR 03-08-2024
1645e	LEAP-WEX	3/12/2024	\$1,222.59 PR 03-08-2024
1646e	CUSTOMERS	3/12/2024	\$63.00 Crrt bank error ck# 60855 paid 2x
27496	DEITER, JASON	3/8/2024	\$1,154.37
27497	KUTZ, TOM	3/8/2024	\$1,154.37
27498	ZIMMERMAN, PETER A	3/8/2024	\$1,616.12
27499	ARNOLD, KAYLA	3/8/2024	\$46.17
27500	DICKENS, CHRISTENA M	3/8/2024	\$34.17
27501	STOLL, ERIC	3/8/2024	\$115.44
27502	WIECH, KYLE	3/8/2024	\$46.17
27503	MILLER, EDWARD M	3/8/2024	\$146.54
27504	BONNICK, STEVEN	3/8/2024	\$360.63
27505	HARTNECK, SEAN M.	3/8/2024	\$626.13
46311	THE SCENE	12/31/2103	\$225.00 13-31-13 KARAOKE
62241	AIR-PRO HEATING & COOLING L	2/28/2024	\$2,798.19 HL Foods Bldg
62242	AMAZON CAPITAL SERVICES	2/28/2024	\$337.52
62243	BIG LAKE REFRIGERATION	2/28/2024	\$292.52
62244	BKV GROUP	2/28/2024	\$2,007.19
62245	BRANDEL ELECTRIC, LLC	2/28/2024	\$564.00
62246	BREAKTHRU BEVERAGE	2/28/2024	\$2,326.88
62247	CENTERPOINT ENERGY	2/28/2024	\$3,901.06
62248	CINTAS	2/28/2024	\$82.60
62249	DAILEY DATA & ASSOCIATES, IN	2/28/2024	\$1,758.00
62250	EARTHLINK INC	2/28/2024	\$15.26 Earthlink
62251	HAWKINS, INC	2/28/2024	\$3,396.00
62252	JOE'S SPORT SHOP	2/28/2024	\$944.34 Joes
62253	JOHNSON BROTHERS LIQUOR C	2/28/2024	\$5,210.52
62254	MYRA LAWAY	2/28/2024	\$20.15
62255	MARCO	2/28/2024	\$435.99
62256	METRO WEST INSPECTION SER	2/28/2024	\$1,623.70
62257	MINN DEPARTMENT OF HEALTH	2/28/2024	\$1,793.00 1Q2024 water connect fee
62258	MINN POLLUTION CONTROL AG	2/28/2024	\$55.00 Jim Ottenstroer
62259	PAUMEN COMPUTER SERVICES	2/28/2024	\$5,060.00
62260	PHILLIPS WINE & SPIRITS	2/28/2024	\$1,498.34
62261	PRECISION UTILITIES	2/28/2024	\$2,960.00
62262	SECURITY BANK & TRUST	2/28/2024	\$7,820.38 Loan Interest

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 2/26/2024-3/15/3024

Name	Check Date	Check Amt	
62263	SIMMS AUTO PARTS INC	2/28/2024	\$8.49
62264	SOUTHERN GLAZER WINE & SPI	2/28/2024	\$1,180.69
62265	TIMMYS PUB CLUB, LLC	2/28/2024	\$40.00
62266	USA BLUEBOOK	2/28/2024	\$509.88
62267	VERIZON	2/28/2024	\$120.03
62268	VISA	2/28/2024	\$1,751.18 Visa
62269	WRIGHT HENNEPIN ELECTRIC	2/28/2024	\$1,075.00
62270	BREAKTHRU BEVERAGE	3/6/2024	\$6,588.43
62271	CAPITOL BEVERAGE SALES	3/6/2024	\$6,645.15
62272	DAHLHEIMER BEVERAGE GREE	3/6/2024	\$10,495.77
62273	JOHNSON BROTHERS LIQUOR C	3/6/2024	\$2,378.08
62274	PAUSTIS WINE COMPANY	3/6/2024	\$1,427.92
62275	PHILLIPS WINE & SPIRITS	3/6/2024	\$1,349.46
62276	VINOCOPIA, INC	3/6/2024	\$928.50
62277	AMAZON CAPITAL SERVICES	3/6/2024	\$71.25
62278	BANYON DATA SYSTEMS INC	3/6/2024	\$2,910.00
62279	BKV GROUP	3/6/2024	\$1,660.25
62280	KEITH BOBROWSKE	3/6/2024	\$65.00 Cell Allowance
62281	BOLTON & MENK, INC	3/6/2024	\$61,346.10
62282	BRAINERD GAMES	3/6/2024	\$570.44 Purse Bingo
62283	CENTERPOINT ENERGY	3/6/2024	\$2,034.28
62284	CENTURYLINK	3/6/2024	\$632.26
62285	GOPHER STATE ONE-CALL, INC	3/6/2024	\$35.10
62286	NICK HAGGENMILLER	3/6/2024	\$599.53 Cell Allowance
62287	HALVORSON LEGAL	3/6/2024	\$1,545.00
62288	KWIK TRIP INC.	3/6/2024	\$42.17 FUEL
62289	MYRA LAWAY	3/6/2024	\$65.00 Cell Allowance
62290	AMANDA LOEBERTMANN	3/6/2024	\$240.60 A Loebertmenn
62291	CRAIG LOEBERTMANN	3/6/2024	\$120.00 C Loebertmenn
62292	MAC QUEEN EQUIPMENT INC	3/6/2024	\$1,630.00 SCBA Flow test
62293	MARCO TECHNOLOGIES LLC	3/6/2024	\$579.65
62294	DEBRA MCALPINE	3/6/2024	\$65.00 Car Allowance
62295	MEDIACOM LLC	3/6/2024	\$156.90
62296	JARED MERGES	3/6/2024	\$65.00 Cell Allowance
62297	MN MUNICIPAL BEVERAGE ASS	3/6/2024	\$1,204.00 Arrowwood Conference
62298	MN STATE FIRE CHIEF ASSN	3/6/2024	\$325.00 2023 Conference Reg
62299	MUNICIPAL EMERGENCY SERVI	3/6/2024	\$390.97 Holder Supply line
62300	NCPERS GROUP LIFE INS	3/6/2024	\$48.00 March 2024 premium
62301	JIM OTTENSTROER	3/6/2024	\$65.00 Cell Allowance
62302	PLUNKETT'S PEST CONTROL	3/6/2024	\$259.54
62303	PRECISION UTILITIES	3/6/2024	\$2,150.00 Fire Hydrant
62304	CLAYTON PRESTIDGE	3/6/2024	\$65.00 Cell Allowance
62305	REMER, TANYA	3/6/2024	\$47.57 Meter readings mileage
62306	THE BROKEN BOLT	3/6/2024	\$87.00 Oil change 2020 Tahoe
62307	THE LINCOLN NATIONAL LIFE IN	3/6/2024	\$2,655.26 February 2023 premium
62308	THEISEN, MEAGAN	3/6/2024	\$215.00 Cell Allowance
62309	T-MOBILE	3/6/2024	\$342.43 T Mobile
62310	WASTEWATER COMMISSION	3/6/2024	\$60,532.28 January 2024-City
62311	WEX BANK	3/6/2024	\$65.03 Fuel
62312	WSB	3/6/2024	\$2,557.50
62313	LDF	3/11/2024	\$1,216.00 2024 LDF dues
62314	MPPOA	3/11/2024	\$560.00 2024 MPPOA dues
62315	GOPHER STATE ONE-CALL, INC	3/11/2024	\$86.30 Was Ck#61454
62316	AMAZON CAPITAL SERVICES	3/13/2024	\$321.07
62317	AQUATENNIAL AMBASSADOR O	3/13/2024	\$1,275.00 Candidate Program Fee

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 2/26/2024-3/15/2024

Name	Check Date	Check Amt		
62318	BELLBOY CORPORATION	3/13/2024	\$821.50	
62319	BREAKTHRU BEVERAGE	3/13/2024	\$1,225.84	
62320	CINTAS	3/13/2024	\$82.60	
62321	COKATO MOTOR SALES, INC	3/13/2024	\$212.45	
62322	FINKEN WATER CENTERS	3/13/2024	\$80.15	
62323	FOUNTAIN HILL WINERY	3/13/2024	\$764.40	
62324	GREATER MN COMMUNICATION	3/13/2024	\$96.64	Purse Bingo signs
62325	HERALD JOURNAL PUBLISHING	3/13/2024	\$99.36	
62326	INTL UNION OF OPERATING EN	3/13/2024	\$105.00	February dues 2024
62327	IUOE LOCAL 49 FRINGE BENEFI	3/13/2024	\$48.00	February dues
62328	JOE'S SPORT SHOP	3/13/2024	\$564.39	Joes-gas
62329	JOHNSON BROTHERS LIQUOR C	3/13/2024	\$4,059.40	
62330	KAMSTRUP WATER METERING	3/13/2024	\$2,107.32	Service 10-18-23 to 10-17-2024
62331	MADDEN GALANTER HANSEN	3/13/2024	\$43.00	
62332	MIDWEST MACHINERY CO	3/13/2024	\$193.01	
62333	MUMFORD SANITATION	3/13/2024	\$11,909.00	COMPOST LEASE-February 2024
62334	PHILLIPS WINE & SPIRITS	3/13/2024	\$2,360.13	
62335	RUSSELL SECURITY RESOURC	3/13/2024	\$114.00	KEYS
62336	SOUTHERN GLAZER WINE & SPI	3/13/2024	\$943.87	
62337	STREICHER'S	3/13/2024	\$290.00	Uniform
62338	THE HOME CITY ICE COMPANY	3/13/2024	\$202.99	
62339	THEISEN, MEAGAN	3/13/2024	\$14.37	
62340	TK ELEVATOR	3/13/2024	\$555.66	
62341	VERIZON CONNECT NWF, INC	3/13/2024	\$97.14	
62342	VIKING COCA-COLA	3/13/2024	\$455.50	
62343	WRIGHT COUNTY FINANCE DEP	3/13/2024	\$400.00	
62344	WRIGHT COUNTY RECORDER	3/13/2024	\$46.00	
62345	BCI CONSTRUCTION INC.	3/13/2024	\$3,599.21	Application 05-Feb
62346	BCI RENTALS	3/13/2024	\$2,362.25	Frost fighter
62347	BUILDING MATERIAL SUPPLY, IN	3/13/2024	\$4,538.15	Application 1
62348	CONTEGRITYGROUP	3/13/2024	\$27,385.95	Site Supervision
62349	CULLIGAN OF BUFFALO	3/13/2024	\$16.11	Water cooler
62350	DESIGN ELECTRICAL CONTRAC	3/13/2024	\$21,070.53	Application 7
62351	GRAZZINI BROTHERS AND COM	3/13/2024	\$6,666.15	Application 2
62352	HEARTLAND GLASS CO. INC.	3/13/2024	\$15,598.24	Application 8
62353	KING OF PORTABLES CORPORA	3/13/2024	\$145.00	Portable rental
62354	MCDOWALL COMPANY	3/13/2024	\$90,077.10	Application 1HLNPL-04
62355	OLYMPIC COMPANIES, INC.	3/13/2024	\$51,555.05	Application 7
62356	VEIT & COMPANIES, INC	3/13/2024	\$1,370.00	Roll Off Services
62357	WOODSIDE INDUSTRIES	3/13/2024	\$695.55	Desk design
62358	JARED MERGES	3/13/2024	\$65.00	Was Ck#60773
62359	JARED MERGES	3/13/2024	\$65.00	Was Ck#60988
503240e	GILBERT, EMMAGENE	3/8/2024	\$1,147.35	
503241e	HAGGENMILLER, NICHOLAS A	3/8/2024	\$4,160.15	
503242e	MERGES, JARED M	3/8/2024	\$2,221.98	
503243e	MUNSON, ALLAN W.	3/8/2024	\$1,147.35	
503244e	REMER, TANYA M	3/8/2024	\$1,505.58	
503245e	THEISEN, MEAGAN	3/8/2024	\$2,265.61	
503246e	OTTENSTROER, JAMES D	3/8/2024	\$1,537.53	
503247e	PRESTIDGE, CLAYTON P	3/8/2024	\$1,572.51	
503248e	SWENDSEN, JENNIFER	3/8/2024	\$1,932.33	
503249e	LOEBERTMANN, AMANDA G	3/8/2024	\$92.35	
503250e	LOEBERTMANN, CRAIG	3/8/2024	\$23.09	
503251e	DE'ENGUARDE, ASPEN K.	3/8/2024	\$421.84	
503252e	GROW, SAMANTHA L.	3/8/2024	\$113.90	

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 2/26/2024-3/15/3024

	Name	Check Date	Check Amt
503253e	LAWAY, MYRA	3/8/2024	\$2,130.11
503254e	MCALPINE, DEBRA-ANN	3/8/2024	\$1,297.26
503255e	MCALPINE, LEXI	3/8/2024	\$71.47
503256e	SOTHAN, LAURIN B	3/8/2024	\$281.56
503257e	VIRNALA, TASIA, R	3/8/2024	\$444.19
503258e	JOHNSON, JACOB D	3/8/2024	\$1,996.64
503259e	PREUSSE, MITCHELL D	3/8/2024	\$725.32
503260e	SZCZEPANIK, DARIUSZ J	3/8/2024	\$2,549.14
503261e	THOMPSON, DAVID G	3/8/2024	\$2,700.83
503262e	THOMPSON, KYLE	3/8/2024	\$732.99
	Total Checks		\$585,169.20

FILTER: [Check Date] between #2/26/2024# and #3/15/3024# and [Check Nbr]>0 and [Cash Act]='1010'

CITY OF HOWARD LAKE

03/15/24 8:48 AM

Page 1

*Check Summary Register©

Checks 2/26/2024-3/15/3024

Name	Check Date	Check Amt	
1012 CAB - AMBULANCE			
6056 ACTIVE 911 INC	3/6/2024	\$409.50	Active 911
6057 CENTRAL MCGOWAN, INC	3/6/2024	\$80.51	
6058 CITY OF HOWARD LAKE	3/6/2024	\$2,514.00	Jan 2024 ambulance pay
6059 EMERGENCY MEDICAL TRAININ	3/6/2024	\$350.00	AMT Refresher
6060 GREATER MN COMMUNICATION	3/6/2024	\$280.40	Call books
6061 JOE'S SPORT SHOP	3/6/2024	\$293.81	Joes
6062 RIDGEVIEW MEDICAL CENTER	3/6/2024	\$800.00	Ridgeview-December 2023 transports
6063 T-MOBILE	3/6/2024	\$47.28	T-Mobile
6064 VISA	3/6/2024	\$125.46	Visa
6065 ZITZLOFF SNOW PLOWING LLC	3/6/2024	\$304.00	Battery 7565
6066 ZOLL MEDICAL CORPORATION	3/6/2024	\$116.44	IRDA Adapter
	Total Checks	\$5,321.40	

FILTER: [Check Date] between #2/26/2024# and #3/15/3024# and [Check Nbr]>0 and [Cash Act]='1012'



HOWARD LAKE CITY COUNCIL MEETING

March 18, 2024

AGENDA ITEM: Consider Accepting Various Personnel Appointments

SECTION: Consent

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND: Per statute, the City Administrator appoints and the City Council confirms employment classification as part of the official record. The following individuals are submitted for approval:

Retirement – Jennifer Swendsen, Finance Coordinator

Hired in 2022, Finance Coordinator has tendered her retirement effective on or about April 30, 2024. Per past practice, we will evaluate the position and current needs prior to commencing the official recruitment process. If council has comments/questions/concerns/specific direction – this is offered as a deliberate opportunity to address at this time.

DECISION MAKING METRICS:

FINANCIAL: This position is budgeted as part of the 2024 General Fund Budget.

LEGAL: All personnel appointments are contingent upon successful background check.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Approve appointments as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

March 18, 2024

AGENDA ITEM: SET UP SPRING CLEAN UP DATES AND TERMS

SECTION: Consent

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND:

Proposed 2024 Spring Clean-up guidelines –

- Thursday, May 9th – Saturday, May 11th
- Thursday & Friday 1PM to 7PM & Saturday 8AM – 12PM.
- City of Howard Lake residents only, ID with proof of residency to be checked at the gate.

Proposed fees:

<u>Accepted:</u>	<u>Accepted:</u>	<u>PROHIBITED</u>
Small Load - \$15.00	Appliances - \$15.00	Paint
Medium Load - \$20.00	Small Electronics - \$10.00	Hazardous Chemicals
Oversized Load - \$25.00	Monitors/Tube/ Console TV - \$60.00	Construction Materials
Couch/Upholstered - \$30.00	Flat Screen TV - \$10 + \$1/Inch	Fluorescent Tubes
Small Upholstered Chair - \$10.00	Scrap Metal - FREE	Commercial/Contractors
Mattress - \$30.00		*Township Residents
Box Spring - \$30.00		
Tires without rim - \$5.00		
Tire with rim - \$10.00		

Staff will advertise the clean-up dates on the City website, Facebook, and the Herald Journal.

COUNCIL ACTION REQUESTED: Set dates and time for the 2024 Spring Clean-up and approve fees.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

March 15, 2024

AGENDA ITEM: Consider Approval of New Payment Portal for Utility Billing

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City has used Payment Service Network (PSN) since 2013. Where residents can log in and make onetime payments or set up reoccurring payments for their utility bills. Over the past few years we have noticed increased issues with the system, causing increased work for staff to find and correct the issues.

Office Manager, Tanya Remer, explored other payment portals to find a new option for the City to consider. Remer and Theisen have had a few meetings with Nuvei to learn more about what they can offer to our citizens.

The cost of Nuvei is very similar to the cost of PSN, but Nuvei offers several features to their customers free of charge that we don't have or would have to pay for through PSN. These features include – text/email payments reminders that residents can set up, text/email blasts that we can send to residents for “emergency” situations – i.e. watermain break (unrelated to Utility Bills) and easy English to Spanish conversion portal.

The transition to Nuvei would take 60-90 days and we have to give PSN a 90 day notice for contract cancelation. Nuvei helps with newsletter/social media information to help people transition to the new site. Remer and Theisen are also willing to set up a couple evenings where residents can come in and staff would help them set up their accounts after normal business hours.

DECISION MAKING METRICS: We want to provide the easiest and best payment portal option for both residents and staff to easily navigate.

FINANCIAL: The city will save about \$100 a month by switching to Nuvei from PSN.

COUNCIL ACTION REQUESTED: Approve contract with Nuvei for a new payment portal for utility billing.

ATTACHMENTS: 1. Nuvei contract



CITIZEN PORTAL SERVICES AGREEMENT

This Citizen Portal Services Agreement (“**Agreement**”) is entered into as of the Effective Date by and between City of Howard Lake, MN (“**Client**”) with its principal place of business at 625 8th Ave. (P.O. Box 736), Howard Lake, MN 55349 and Paya, Inc., a Delaware corporation with its principal place of business at 303 Perimeter Center N., Suite 600, Atlanta, GA 30346 (“**Paya**”).

WHEREAS, Paya provides electronic bill payment services to utilities, municipalities and other businesses and Paya desires to provide, and Client desires to receive, certain related services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

1. **DEFINITIONS**. For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.
 - a. “**Average Bill Amount**” shall mean the total Payment Amounts collected through the Paya system in a given month divided by the number of the Payments for the same month.
 - b. “**Card**” shall mean a credit card or debit card.
 - c. “**Citizen**” shall mean the customers of Client.
 - d. “**Effective Date**” shall be the last date upon which all parties have signed this Agreement.
 - e. “**IVR**” means interactive voice response.
 - f. “**Payment**” shall mean a payment by a Citizen for Client services or Client bills.
 - g. “**Payment Amount**” shall mean the amount of any Payment.
2. **DESCRIPTION OF SERVICES**. Paya shall provide Citizens the opportunity to make Payments by Visa, MasterCard, Discover, American Express, E-Check and other payment methods as deemed appropriate by Paya, including IVR interface, Text and Pay and mobile (the “**Services**”). Payments may be made by secure Internet interface provided at the Paya website or other websites (“**Websites**”) as part of Paya’s payment services (such payment methods collectively referred to

as the “**System**”). Paya shall perform in a professional manner all Services required to be performed under this Agreement.

3. COMPENSATION.

- a. Paya will charge monthly fees and transactional fees as set forth in Schedule A (“**Paya Service Fee**”).
- b. For each Payment, the Paya Service Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called “**Transaction Fees**”) except for the return items (E-Check returns or Credit/Debit Card chargebacks).
- c. A Paya Fee Schedule is attached hereto as Schedule A. The Paya Service Fee is based on the Average Bill Amount, which is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 60 % debit card and 40% credit cards on all cards used by Citizen to pay their invoice each month. This Schedule may adjust due to changes in the Visa, MasterCard, Discover or other Card regulations, or changes in card fees. An amendment to this Agreement will be executed to reflect any changes in fees.

4. PAYMENT PROCESSING.

- a. **Integration with Client’s Billing System.** At no cost to Client, Paya’s implementation team will deliver all required data file templates such as bill file, balance file, misc. charges and payment file. Client will be responsible for providing Paya with data in these formats and will fully cooperate with Paya during the development of the said interface. During the implementation process, Paya will determine the most efficient integration process via daily data imports, automated file transfer via secure file transfer protocols (SFTP) or application programming interface (API) Integration. The Paya implementation team will work with Client’s billing system technology team to develop and test the data integrations. If Client desires work beyond the scope of Paya’s data file templates, Client and Paya will agree to additional scope of work document with estimated costs provided to Client for approval. The rates charged for this work are included in Schedule A.
- b. **Explicit Citizen Confirmation.** Paya shall confirm the dollar amount of all Payments and electronically obtain Citizen approval of such charges prior to initiating Card or other authorizing transactions. Paya will provide Citizen with electronic confirmation of all transactions.

5. GENERAL CONDITIONS OF SERVICES.

- a. **Service Reports.** Paya shall provide Client with reports summarizing use of the Services by Citizens for each reporting period via the platform reporting tools.
- b. **Citizen Adoption Communication by Client.**

- i. Client will make the Services available to its Citizens by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by Paya and reasonably acceptable to Client.
 - ii. Paya shall provide Client with logos, graphics, and other marketing materials for Client's use in its communications with its Citizens regarding the Services and/or Paya.
 - iii. Both parties agree that Paya will be presented as a credit/debit card, ACH and eCheck payment method option for Client. Client will communicate the Paya payment option to its Citizens wherever Client usually communicates its other payment methods.
 - iv. Both parties agree that Paya will be the leading provider of credit/debit card and e-Check payment services and listed (where applicable) on Client's website, IVR, and communications for Client.
- c. **Client's Responsibilities.** In order for Paya to provide the Services, in addition to the steps described in Section 5(b) above, Client shall reasonably cooperate with Paya, including by:
- i. Entering into all applicable Card or cash management agreements;
 - ii. Adding the phone number for the IVR payment method to its Website (at the applicable time);
 - iii. Adding the IVR payment and agent assisted payment options as part of Client's general phone system (at the applicable time); and
 - iv. Providing to Paya all file formats required for integration with Client billing system. Client will fully cooperate with Paya and provide the information required to integrate with Client's billing system.

6. TERM AND TERMINATION.

- a. **Term, Renewal, Termination.** The initial term of this Agreement shall be a period of (36) months, commencing on the Effective Date. This Agreement will then automatically renew for successive terms of thirty-six (36) months each, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term, in which case this Agreement shall terminate at the end of then-current term.
- b. **Material Breach.** Either party may terminate this Agreement upon a material breach of this Agreement by the other party, which remains uncured for thirty (30) calendar days after notice.

- c. **Obligations Upon Termination.** Specifically, in addition to and in lieu of any requirements or limitations contained elsewhere in this Agreement, upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for, and all refundable transactions have been completed. Upon termination, Paya shall cease all Services being provided hereunder unless otherwise directed by Client in writing or as required by any Visa or MasterCard rules.
7. **INTELLECTUAL PROPERTY.** In order that Client may promote the Services and Paya's role in providing the Services, Paya grants to Client a revocable, non-exclusive, royalty-free, license to use Paya's logo and other service marks (the "**Paya Marks**") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paya on the IVR or the Website) or other intellectual property right of Paya ("**Paya Intellectual Property**"). All Paya Marks, Paya Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertaining thereto belong exclusively to Paya.
8. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYA DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.
9. **LIMITATION OF LIABILITY.**
 - a. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. PAYA'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.
 - b. The limitations of this Section 9 shall not apply in the event of either party's gross negligence, willful misconduct or fraud.
10. **CONFIDENTIALITY.**
 - a. In connection with this Agreement, either party ("**Discloser**") may disclose Confidential Information (as defined below) to the other party ("**Recipient**"). "**Confidential Information**" means all non-public information, in any form, furnished or made available directly or indirectly by the Discloser to the Recipient, which is (i) written information which is marked or identified as confidential; (ii) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the Recipient promptly after such disclosure; or (iii) information which a reasonable person under the circumstances would know the Discloser intended to be treated as Confidential Information.

- b. Recipient agrees that, in consideration of being furnished with the Confidential Information, it shall (i) use the same degree of care to protect the Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) use the Confidential Information solely for the purpose of performing its obligations hereunder; and (iii) not disclose the Confidential Information to any third parties, except to its Representatives if and to the extent they have a bona fide need to know the Confidential Information and are informed of the confidential nature of the Information and agree to be bound by confidentiality obligations no less stringent than those contained in this Agreement. **“Representatives”** means, collectively, the controlled affiliates of Paya or Client, as the case may be, and the respective directors, shareholders, employees, financial advisors, lenders, accountants, attorneys, agents, equity investors or controlling persons of Paya or Client, as the case may be, or their controlled affiliates. Each party will be responsible for any breach of this Agreement by their respective Representatives.

- c. This Agreement does not limit Paya’s rights and obligations under any payment card or EFT agreement between Paya and Client to disclose Client’s Confidential Information in order to perform Paya’s obligations under such agreements.

11. MISCELLANEOUS.

- a. **Notices.** All notices of any type hereunder shall be in writing and shall be given by (i) certified or registered mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

City of Howard Lake, MN
c/o Tanya Remer
625 8th Ave. (P.O. Box 736),
Howard Lake, MN 55349
TanyaRemer@howard-lake.mn.us
320-543-3670 ext. 4

To Paya:

Paya, Inc.
Attn: Ben Weiner
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

With a copy to:

Paya, Inc.
Attn: General Counsel
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

- b. **Governing Law.** This Agreement shall be governed by the laws of the state of Delaware, without regard to its conflict of laws principles.
- c. **Amendments; Modifications.** Modifications or changes to this Agreement must be in writing and executed by both parties.
- d. **Waiver.** No waiver of any term, condition or obligation of this Agreement is valid unless made in writing and signed by the party to which such performance is due. No failure or delay by any party at any time to enforce one or more of the terms, conditions or obligations of this Agreement: (i) constitutes waiver of such term, condition or obligation; (ii) precludes such party from requiring performance by the other party at any later time; or (iii) is deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.
- e. **Severability.** If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- f. **Independent Contractor.** Paya is an independent service provider. Accordingly, nothing in this Agreement shall be deemed to create a partnership, joint venture, association, agency, trust, or employer- employee relationship between the parties.
- g. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures of the parties to this contract transmitted by PDF will be deemed to be their original signatures for all purposes.
- h. **Entire Agreement.** This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paya or Client with respect to the subject matter hereof.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have caused this Citizen Portal Services Agreement to be executed by their duly authorized representatives.

CLIENT:

City of Howard Lake, MN

By: _____

Printed Name: _____

Title: _____

Date: _____

PAYA:

Paya, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A
Paya Service Fee Schedule

- 2.75% for each card payment (up to a \$10,000 max payment, no minimum charge)
- \$1.10 per ACH/e-check payment (up to \$25,000 maximum payment)

Miscellaneous Fees

- Chargeback - \$15.00 per chargeback
- Returned Check - \$15.00 per return e-check
- All fees include recurring, one-time payments, all payment channels, and all brands (Visa, MasterCard, and Discover).
- No charge for hosting, licensing, or per minute IVR fees
- No monthly statement charges
- PCI Compliance - \$9.95 billed monthly

Installation, Training and Support

Fees waived for standard installation and support for the initial setup and personalization of Paya's standard service for Web, Mobile, and IVR interfaces. If Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, Client and Paya will agree to additional scope of work document with estimated costs provided to Client for approval.

Professional Services (optional): After launch (i.e., the date on which Client launches the Services to the Citizens)

\$155.00 per hour for software development, \$175.00 per hour for project management



HOWARD LAKE CITY COUNCIL MEETING

March 18, 2024

AGENDA ITEM: Consider Pavement Maintenance Quote

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City Council approved the general terms and conditions related to an estimated \$11.4 Million in street reconstruction needs at the February 28, 2024 Council Meeting. The City submitted a request through Senator Anderson's Office for a State Appropriation of \$5.2 Million. The City Engineer and his collective team continues to bring the full plans and specifications forward towards bid letting, anticipated for July. At this point, it is not immediately clear if the City advance a project in 2024.

The project area has been deliberately ignored to prevent excess sunk cost. However, as the project has been subject to schedule slide, staff has sought a quote to address the 'worst-of-the-worst' on the project area. Council is presented the information for consideration.

8th Avenue

- High traffic street
- Very poor condition
- Used for community events: GND (including 1 block run), NNO and Library grand opening
 - o COST: \$104,157

5th Avenue

- Very poor condition
- Reeds & Rushes has 50+ events programmed year to date for their event center
 - o COST: \$26,538

4th Street

- This section of road has completely failed
- Subjected to truck traffic, but low traffic counts otherwise.
 - o COST: \$112,126

Additional Notes

- The proposed work are considered temporary in nature (last 1-3 years) and will be considered sunk costs when street reconstruction actually occurs.
- The City has been investing about \$200,000 annually per year the last several years for this purpose.
- Quotes are being sought for crack filling and chip sealing.
- Staff also cautions there will be more than average sidewalk repairs in 2024.

DECISION MAKING METRICS:

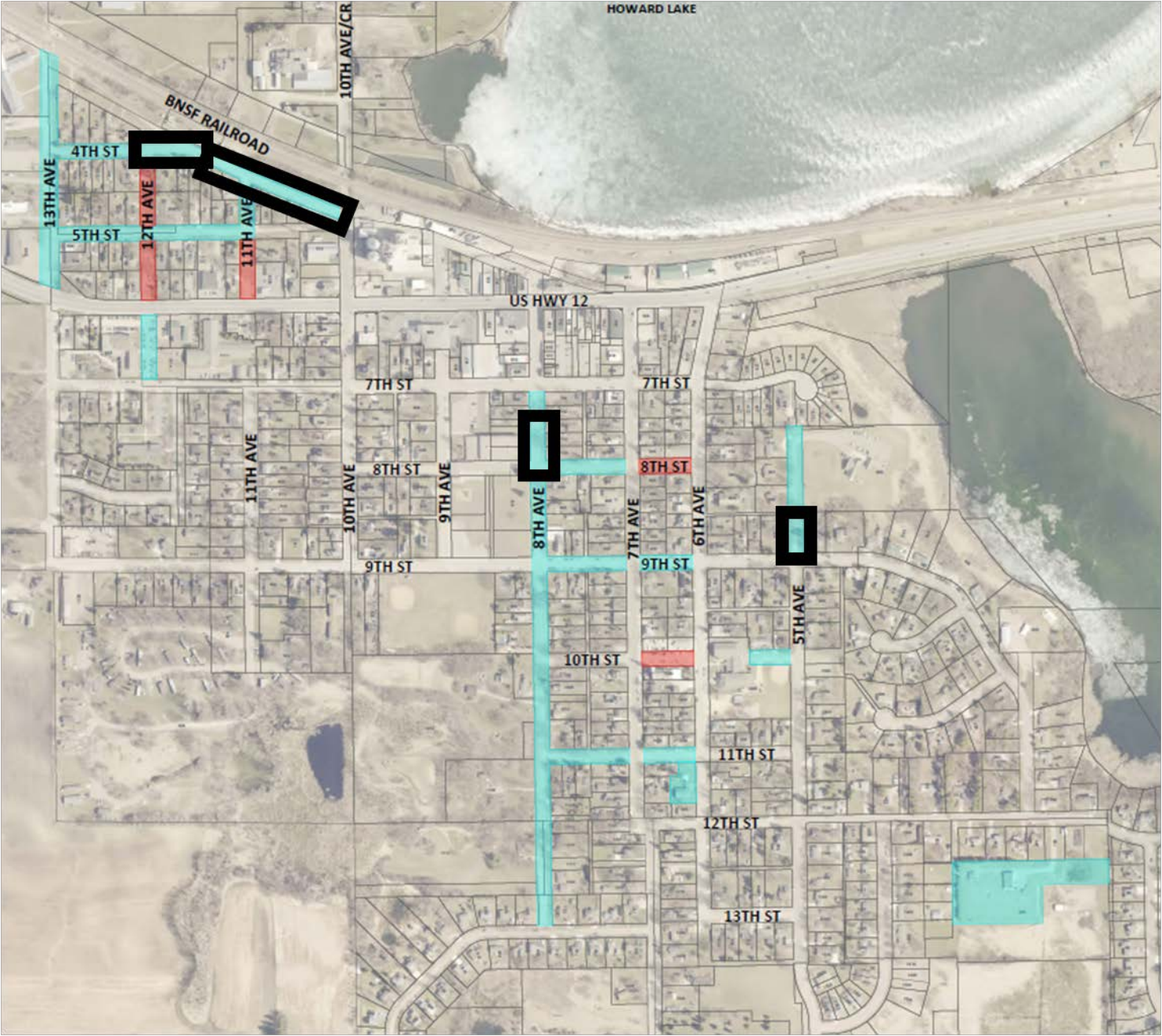
FINANCIAL: Up to \$242,821 if approved in full.

LEGAL: Open

COUNCIL ACTION REQUESTED:

ATTACHMENTS:

1. Project area and possible patch areas highlighted
2. Mid Minnesota Hot Mix



13TH AVE

4TH ST

5TH ST

12TH AVE

11TH AVE

10TH AVE

7TH ST

8TH ST

9TH ST

8TH AVE

7TH AVE

6TH AVE

9TH ST

10TH ST

11TH ST

12TH ST

13TH ST

5TH AVE

BNSF RAILROAD

10TH AVE/CR

US HWY 12

7TH ST

8TH ST

5TH AVE



PROPOSAL SUBMITTED TO: City of Howard Lake	
STREET:	
CITY, STATE, ZIP:	
PHONE:	DATE: 3/12/2024

Mid-Minnesota Hot Mix, Inc.

P O BOX 239, ANNANDALE, MN 55302

OFFICE: (320) 274-3037

FAX: (320) 274-2033

TOLL FREE: (800) 779-3037

JOB NAME: Street Improvements

JOB LOCATION: Howard Lake, MN

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

BITUMINOUS WORK TO INCLUDE:

- Full depth mill of up to 4" of bituminous- removal and disposal of bituminous
- Fine grading of existing aggregate base material- no subgrade or soil corrections included
- Application of 2" (compacted thickness) SPNWB230B bituminous in 1st lift
- Application of tack oil for adhesion
- Application of 2" (compacted thickness) SPWEB240B bituminous in 2nd lift
- All rolling and compaction of bituminous

PRICE FOR 8 TH AVE. (Approx. 33,000 SF).....	\$104,157.00
PRICE FOR 5 TH AVE. (Approx. 6,000 SF).....	\$26,538.00
PRICE FOR 4 TH AVE. (Approx. 37,000 SF).....	\$112,126.00

PRICES DO NOT INCLUDE:

- Structure or utility adjustments
- Striping or pavement markings of any kind
- Shouldering, backfill, or restoration
- Concrete or concrete work
- Location or relocation of private underground lines
- Subgrade or soil corrections
- Dust control
- Seeding or sod
- All prices for 2024 construction season completed before November 1st, 2024

**Class 5 aggregate base, if placed, is for tolerancing or fine grading only.*

**A bituminous overlay only adds thickness to your existing blacktop. It may not correct, and, in some cases, it may worsen conditions.*

**Bituminous thicknesses are approximate. Minor fluctuations (+ or -) may occur.*

**Mid-Minnesota is not responsible for vegetation growing through blacktop.*

**Mid-Minnesota is not responsible for breaking or cracking of concrete aprons or slabs.*

**WE PROPOSE TO FURNISH MATERIAL AND LABOR-COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:
UP ABOVE**

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law, you have the right to pay persons who supply labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. The undersigned has received and understands our warranty and care information sheet. Mid-Minnesota Hot Mix, Inc. does not warranty problems resulting from subsoil conditions. Interest will be added to accounts over 30 days at a rate of 1.5 percent per month. Owner to carry any necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

**AUTHORIZED
SIGNATURE:**

NOTE: This proposal may be withdrawn by us if not accepted within 21 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
SIGNATURE: _____ **DATE OF ACCEPTANCE:** _____



HOWARD LAKE CITY COUNCIL MEETING

March 18, 2024

AGENDA ITEM: Consider Resolution 24-03 Opposing Omnibus Zoning Package

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: Three bills have been heard in the senate regarding housing with the intention of broadening affordable housing but have potentially significant impacts on local land use decisions and the manner in which local planning and zoning commissions establish zoning codes. The three bills include:

- SF 3964, the “Missing Middle Housing Bill” authored by Nicole Mitchell (DFL-Woodbury).
- SF 3980, authored by Susan Pha (DFL-Brooklyn Park) that would allow multifamily buildings by right in commercial areas.
- SF 4601 authored by Liz Boldon (DFL-Rochester), which would prohibit cities from zoning out emergency housing facilities in commercial or industrial areas.

The three bills could be combined to create an omnibus zoning package during a second hearing by the Senate Housing and Homelessness Prevention Committee. The package is likely to advance to the Senate State and Local Government and Veterans Committee for consideration.

In many ways, these proposed bills would have minimal impact on our City and organization. We welcome reasonable development that meets our code and attempt to find ways to accommodate when it does not. However, in this case, it will greatly diminish local autonomy over certain land use decisions.

DECISION MAKING METRICS:

FINANCIAL: Open

LEGAL: A model resolution will be brought to the meeting for consideration. If adopted, it will be given to League of Minnesota Cities and passed on to our local elected officials at the State.

COUNCIL ACTION REQUESTED:

ATTACHMENTS:

1. LMC Publications
2. Resolution 24-03

March 4, 2024

CITY ISSUE FACT SHEET: ZONING AND LAND USE



Potential Consequences of “Missing Middle Housing” Bill:

- No financial support is provided for infrastructure upgrades/expansions needed for increased density, shifting the costs on taxpayers.
- Residents would no longer be able to voice concerns regarding developments at public hearings.
- Cities may need to buy new equipment and resize infrastructure if new residential buildings are taller than what their existing infrastructure can handle.
- Solar panels on homes and businesses may be blocked by buildings as tall as 150 feet.

Protecting Cities’ Zoning and Land Use Authority

Legislation has been introduced that would undermine the abilities of city officials and their residents to make their own decisions about zoning and land use. The “Missing Middle Housing” bill, HF 4009, SF 3964, and SF 3980, increases housing density and take away cities’ rights to make zoning and land use decisions that best fit their communities’ needs.

WHAT’S IN THE BILL:

- Forces administrative approvals of projects that meet standards and prohibits public input in the approval process.
- Limits minimum lot size requirements to no greater than 2,500 square feet for first class cities and 4,000 square feet for all other cities except for cities with populations less than 10,000.
- Requires all cities to accept Accessory Dwelling Units on all residential lots regardless of size and allows property owners to subdivide their lots by right.
- Sets a base level for density allowed on any residential lot by right—regardless of size—at 2 units statewide and 4 units in first class cities.



CITY ISSUE FACT SHEET

Protecting Cities' Zoning and Land Use Authority (Continued)

WHAT'S IN THE BILL (CONTINUED):

- Prohibits off-street parking from being required close to major transit stops and limits off-street parking minimum requirements to 1 spot per unit in other areas.
- Allows multi-family dwellings to be constructed in any zoning district that allows commercial activity as tall as the tallest commercial or residential structure within ¼ mile radius of the parcel up to 150 feet in height or the local height restriction, whichever is higher.
- Broadly prohibits design standards for residential development and eliminates minimum square footage and floor area ratio requirements.



FOR MORE INFORMATION:

Daniel Lightfoot
LMC Intergovernmental
Relations Representative
(651) 281-1295
dlightfoot@lmc.org

lmc.org



OUR ASKS/SOLUTIONS:

- **State framework around zoning and land use must allow for locally led reforms.**
- **Cities that have put in years of work to address zoning at the local level should not have to replace their locally led efforts with a state mandated framework.**
- **The state must provide tools and resources for cities to make progress toward housing targets based on real numbers and should not penalize cities for market forces outside their control.**
- **Framework should hold the developer community accountable to actually build units that are affordable.**
- **Projects for additional density must consider infrastructure capacity and provide cities with the ability to finance the infrastructure necessary to support new residential development without relying on the property tax base.**



Consequences Cities and Residents Face from Housing Legislation

Oppose the Missing Middle Housing Bill

Minnesotans should be aware of the potential consequences of housing legislation being pushed forward at the State Legislature. The legislation, known as the Missing Middle Housing bill, would take away cities' rights to make zoning and land use decisions that best fit their locally-identified needs. The legislation would also silence residents who have concerns over new developments being built in their neighborhoods.

Lawmakers may believe they know what is best for all Minnesota cities, but they have overlooked the consequences our cities and residents will be forced to deal with if the Missing Middle housing legislation becomes law.

INSUFFICIENT INFRASTRUCTURE

The legislation would allow developers to build 6-10 types of "middle housing" (duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing) on any residential lot. Most cities' infrastructure including water and sewer systems does not currently support adding high-density buildings to residential lots.



Consequence

Cities would need to upgrade and/or expand their water and sewer infrastructure. The state does not plan to provide financial support for these infrastructure requirements, which means cities may have to turn to taxpayers to pay for necessary infrastructure upgrades.



Consequences (Continued)

LIMITED COMMUNITY INPUT

This legislation would require cities to adopt an “administrative review process” that prohibits public hearings in most cases unless the proposed development impacts a lot located in a historic district. This required review process means city leaders would be forced to make decisions about new developments without hearing from impacted residents.



Consequence

Residents would no longer be able to voice their concerns regarding new developments that affect their property and neighborhood during public comment periods of city council or other public hearings.

PUBLIC SAFETY AND ENVIRONMENTAL IMPACTS

Cities would have to allow smaller homes to be built on single-family lots, regardless of lot size. They would also have to allow 2-10 units on lots as small as 2,500 square feet and allow multi-family dwellings to be constructed in any commercial area. The dwellings could be as tall as the tallest commercial or residential structure within ¼ mile radius up to 150 feet in height or the local height restriction, whichever is higher.



MAKE YOUR VOICE HEARD

Contact your legislators to ask them to oppose the Missing Middle Housing bill.

lmc.org

March 6, 2024



Consequences

- **Emergency medical services and fire departments’ access to homes will be restricted if multiple units are on a lot that was originally designed for one home without adequate spacing, setbacks, or access to dwelling units.**
- **Many cities lack the equipment and infrastructure to support tall multifamily developments in areas that were not planned for building of that size and scale. These cities would have to buy new equipment to assist residents in an up to 150-foot building—adding another major expense to fire departments that are already struggling to afford up-to-date equipment.**
- **Solar panels on homes and businesses may be blocked by taller neighboring buildings.**



March 7, 2024

Re: City comments on SF 3964 (“Missing Middle Housing”) and SF 3980 (Multifamily residential in commercial areas)

Dear Chair Port and Members of the Senate Housing and Preventing Homelessness Committee:

The League of Minnesota Cities, Coalition of Greater Minnesota Cities, Metro Cities, Minnesota Association of Small Cities, and Municipal Legislative Commission appreciate the opportunity to provide comments in opposition to SF 3964 (Mitchell) and SF 3980 (Pha). Our organizations and the cities we represent are deeply concerned with provisions in these bills that broadly preempt city zoning and land use authorities, remove public input in the residential development process, ignore long range local comprehensive plans and lack consideration for how cities utilize zoning and land use to ensure the health safety and welfare for residents and scale infrastructure to support new housing density.

Cities across the state have implemented innovative changes at the local level with community engagement to address their individual zoning and land use ordinances, provide local resources to ensure affordability, and create opportunities for new development across the housing spectrum. Zoning is hyper local as is each community’s locally identified housing needs, public infrastructure capacity to accommodate new density, and advancing other individual community goals including historic preservation and protection of natural resources. While housing is a statewide issue, addressing housing affordability and availability must continue to be locally driven to account for these nuances.

SF 3964 and SF 3980 as currently drafted, unfortunately fall short of policy that supports state-local partnership for residential development. Instead, the bills as written replaces existing zoning and land use authorities with an overly broad and rigid framework that eliminates the ability for all cities to account for nuances and be responsive to local conditions. In addition to the overall breadth of the preemptive nature of the policy proposed in the bills, numerous provisions in the proposed legislation pose serious practical questions for how city operations would function under the bill and either lack clarity or directly conflict with existing statute in ways that would likely result in serious unintended consequences including:

- Section 1 of SF 3964 creates minimum levels for density on all residential lots, which would force cities of the first class to allow between four and ten residential units and all other cities to accept between two and eight residential units on any residential lot regardless of its size or water and sewer infrastructure capacity or other state and federal requirements including stormwater management, fire and EMS access, and other standards.
- Neither SF 3964 nor SF 3980 considers overall lack of public infrastructure capacity, but forces cities to accept additional density without any consideration for how re-sizing infrastructure will be paid for to support the additional density, which will ultimately be borne by existing residents.
- Section 1 of SF 3964 imposes unreasonable minimum lot size requirements to support the level of density mandated in the bill.
- Both SF 3964 and SF 3980 mandate new administrative review requirements that eliminates a resident’s ability to voice concerns over material impacts a project would have on their property by eliminating all public hearing requirements for most residential development projects.

- Section 1 of SF 3964 requires cities without a major transit stop to identify a commercial district in the city where high density development must be accepted despite most cities in Minnesota having neither and in hundreds of cities would result in allowing higher density multifamily buildings on all lots despite being well beyond the capacity of most greater Minnesota cities.
- SF 3980 would force a city to accept by right up to a 150-foot multifamily building in certain areas of a city on any parcel even if that parcel was next to a single-family owner-occupied home without adequate ability to ensure reasonable setbacks for fire and safety.
- Section 1 of SF 3964 also creates an exhaustive list for city zoning and land use authority, which leaves out significant life safety and public, health, safety, and welfare considerations that are included in longstanding city zoning and land use authority including emergency services access, fire safety, public infrastructure capacity, utility access, etc. The exhaustive list in SF 3964, which includes height restrictions appear to directly contradict provisions in SF 3980 that prohibit restrictions on height for multifamily developments.
- Both SF 3964 and SF 3980 in limiting minimum parking requirements while requiring higher density could result in developers underbuilding parking resulting in spillover onto city streets that were not designed to accommodate dense on street parking.
- SF 3964 also includes contradicting provisions including references that missing middle housing must be “compatible in scale, form, and character” with other housing while also broadly eliminating the ability for cities to impose those standards with the preemption of architectural design standards in section 2, which is overly broad and subjective likely resulting in legal challenges.

Thank you for consideration of our concerns. We look forward to continuing to work with Senators Mitchell and Pha and other legislators to identify incentives-based approaches that support cities in their efforts to address local housing needs. Rigid state-mandated frameworks that remove community-engagement and lack consideration for how cities pay for and plan for infrastructure to support new residential density will create serious consequences for cities across the state.

Sincerely,

Daniel Lightfoot
League of Minnesota Cities

Ania McDonnell
Metro Cities

Elizabeth Wefel
Coalition of Greater Minnesota Cities

Tom Poul
Municipal Legislative Commission

Patricia Nauman
Metro Cities

Cap O'Rourke
Minnesota Association of Small Cities

RESOLUTION NO. 24-03

RESOLUTION OPPOSING STATE PREEMPTION OF LOCAL ZONING AUTHORITY AND STATE MANDATED ZONING STANDARDS.

WHEREAS, a series of legislative bills, including HF 4009, HF 4010, HF 3168, HF 2235, SF 3964, SF 3303, SF 3080 and SF 3980, among others and hereinafter referred to as “the Bills”, proposes to preempt local zoning authority to direct the development of housing by mandating broad and blunt State zoning standards for all cities in the metropolitan area, including Howard Lake, and many cities in greater Minnesota; and

WHEREAS, the Bills remove resident participation in the democratic process by imposing administrative approval of significant subdivision and development applications and thereby eliminating the ability of residents to petition their local or any elected officials in a public forum regarding the impacts of an application on them or their community; and

WHEREAS, land development has significant and wide-ranging implications on the local and regional environment, transportation facilities, public and private utilities, schools, and public safety operations, among many other systems; and

WHEREAS, the development standards mandated by the Bills are unreasonable, impractical, and fail to comprehensively consider the environmental, social, and economic impacts of its mandates; and

WHEREAS, Howard Lake supports providing a range of housing options for people of all incomes and at all stages of life, as evidenced by zoning regulation amendments for elderly housing, changes to its PUD ordinance supporting elderly housing, the allowance of Accessory Dwelling Units on any residential parcel by conditional use permit, and considering changes to its zoning regulations and map to facilitate high-density residential uses in alignment with its comprehensive land use plan; and

WHEREAS, the City of Howard Lake recognizes that local control and public input are critical democratic attributes that should not be infringed upon; and

WHEREAS, zoning decisions are hyper-local and cities engage their residents to develop unique and innovative development and infrastructure that reflect local attributes, values, conditions, and goals, as well as comprehensively consider and plan for infrastructure investments to support planned and managed development; and

WHEREAS, Howard Lake - although a metropolitan area city - exemplifies a community where development and infrastructure patterns limit the ability to achieve the mandates set for in the Bill, notably municipal water serves only half the community, many roads are built to rural standards with no shoulders, curbs, sidewalks, transit options or adequate width for on-street parking; and

WHEREAS, the Howard Lake City Council finds that the broad and blunt statutory requirements in the Bill fail to consider or address such development and public improvement patterns, and if imposed, will result in unintended and negative outcomes for residents; and

WHEREAS, the Howard Lake City Council finds that no analysis has been conducted to understand how the Bills' mandates will impact the environment, transportation facilities, public and private utilities, schools, local government finances, and public safety operations; and

WHEREAS, the Howard Lake City Council finds the Bills infringe on the democratic rights of residents to participate in decisions that directly impact their properties, neighborhood, and quality of life; and

WHEREAS, the Howard Lake City Council finds the Bills infringe upon resident input and engagement which is crucial to the democratic process, and where resident access to government happens most frequently and effectively at the local level; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HOWARD LAKE, that the City of Howard Lake opposes the Bills, any future versions of the Bills, and any bills which preempt a local unit of government's decision-making authority, eliminates resident participation in the democratic process, and imposes State mandated zoning standards.

This resolution was adopted by the City Council of the City of Howard Lake on the 18th day of March, 2024, by a vote of ____ Ayes and ____ Nays.

Mayor Peter Zimmerman

ATTEST:

Nick Haggemiller, City Administrator



HOWARD LAKE CITY COUNCIL MEETING

March 18, 2024

AGENDA ITEM: Consider Resolution 24-04 Approval of Premises Permit for Pull Tabs Sales at Troubles

SECTION: Bar New Business

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND: Kari Peter, with the Litchfield-Dassel-Cokato (LDC) Youth Hockey Organization submitted a premises permit application for the sale of pull tabs at Troubles Bar. The LDC Youth Hockey Organization is a nonprofit and licensed to operate/sell pull tabs through the State of Minnesota Gambling Board.

Staff approves desktop gambling applications in instances of event raffles and repeat/renew applications without council approval. This request is for pull tabs which is a council level approval.

The City of Howard Lake currently does not have an ordinance requiring gambling premises permit holders to donate a percentage of sales back to the host City/community. It is noted, that Howard Lake is a participating community in the LDC Hockey Program. Current premises permit holders, the Legion and Maple Lake Lions, both make donations to the City – but it is not currently required by ordinance. We have seen cities require anywhere from 3 to 10 percent of net profits, on a monthly basis, be donated to a specific City fund – such as the parks system. This may be something the Council would like to discuss and require.

UPDATE from tabled discussion from the February 28th Meeting-

Council shared concerns about Maple Lake Lions being replaced by the LDC Youth Hockey Organization and were wondering what they planned to contribute back to the community of Howard Lake.

We reached out to Kari Peter, the representative of the organization, and she provided the following information back -

1. The premises permit in no way impacts the current relationship between the City of HL and the Maple Lake Lions. LDC Youth Hockey is not assuming any existing charitable gambling operations -- we are applying for our initial license with the State of MN (which can take up to 3-6 months.) We've been very fortunate to establish a relationship with Troubles with the intention of holding some special meat raffles at the Howard Lake location.
2. Our priority will be to make lawful purpose expenditures to our members (youth hockey athletes from Howard Lake join the Litchfield-Dassel-Cokato youth hockey association) and to the communities in which we are conducting charitable gambling -- we are evaluated and mandated by the Gambling Control Board to do so and we fully intend to give back to the City. I cannot provide an amount at this time because of the fact that we are a brand new organization with zero traction at this point in time.

DECISION MAKING METRICS:

FINANCIAL: VERY rough estimates suggest 3% of average pull tab revenue is about \$1,000/month.

LEGAL: The City of Howard Lake must formally approve all premise permits for gambling at establishments within Howard Lake City limits.

COUNCIL ACTION REQUESTED: Approve the premises permit for Litchfield-Dassel-Cokato Youth Hockey Organization to sell pull tabs at Troubles Bar.

ATTACHMENTS:

1. Resolution 24-04

**CITY OF HOWARD LAKE
WRIGHT COUNTY, MINNESOTA
RESOLUTION 24-04**

**APPROVING AN APPLICATION FOR A PREMISES PERMIT TO
CONDUCT LAWFUL GAMBLING AT TROUBLES BAR**

WHEREAS, the Litchfield-Dassel-Cokato Youth Hockey, Inc. has submitted an application to the City Council of Howard Lake for a Premises Permit to conduct lawful gambling activities at Troubles Bar, 928 6th Street, Howard Lake, Minnesota; and

WHEREAS, the City Council is not opposed to a gambling permit being issued by the State Gambling Control Board;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the application Litchfield-Dassel-Cokato Youth Hockey, Inc. for a Premises Permit to conduct lawful gambling activities at Troubles Bar effective March 18, 2024.

ADOPTED BY the Howard Lake City Council this 18th day of March, 2024.

CITY OF HOWARD LAKE

PETE ZIMMERMAN, MAYOR

ATTEST:

NICK HAGGENMILLER, CITY CLERK