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City of Medicine Lake

City Council Meeting Agenda August 3, 2026

6:00 PM - Call to Order

Pledge of Allegiance

Approval of agenda for August 3, 2026 meeting

Acknowledgment of Minutes for July 6, 2026 Council Meeting

Hennepin County Sheriff Report

Open Forum

District 2 Hennepin County Board of Commissioners

- Branson Schorsch, Constituent Services and Policy Aide for County Board Chair Irene Fernando

Department Reports

- Fire Department: Chief Rich Halvorsen/Asst. Mike Fox
- Bassett Creek Watershed Commissioner: Clint Carlson/Shaun Kennedy/Susan Wiese
- Planning Commissioner: Jesse Swanson
- Public Works: Bill and Ruth
- Treasurers' Report: Gary Englert

Officer Reports

- Councilmember Ruth Hovey
  - Sheriff's contract renewal
  - Data Practices
- Councilmember Ron Tomczik
- Councilmember Nina Zelazny
- Councilmember McNaughton
  - Consideration of motion to seek bids for snow removal agreement
  - Consideration of resolution approving costs to contribute to Starry Stonewort treatment conjunction with various partners (options of $5k, 7.5K and $10k)
- Mayor Chris Heim

New Business

- Clerk asks for motion from council to set date and time for assessment hearing and direct clerk to publish and mail notice about the assessment hearing.
- More details: Special Assessment for city water fees (process, initial letter, public hearing with notice to sun sailor, staff report, delinquent utility billing list, resolution)

City of Medicine Lake

July 6, 2026
City of Medicine Lake
Council Minutes - DRAFT

Present: Mayor Chris Heim, Councilor Bill McNaughton, Ruth Hovey; Clerk Therese Polum, BCWMC Commissioner Clint Carlson, Treasurer Gary Englert, Fire Chief Rich Halvorson

Council and Staff Absent: Councilor Ron Tomczik, Councilor Nina Zelazny, TAC Shaun Kennedy, Planning Commission Jesse Swanson, BCWMC TAC Susan Wiese, Fire Chief Mike Fox

Other attendees: Josh Hauble, Derek Chappell – city forester, Tom Vierkant

Mayor Heim called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Minutes and Agenda

- **Motion to approve the agenda forwarded by Councilmember Hovey and seconded by Councilmember McNaughton. Yea – Heim, Hovey, McNaughton. Absent Zelazny, Tomczik. Motion passed.**
- **Motion to approve the June 1, 2026 city council minutes forwarded by councilmember McNaughton and seconded by Councilmember Hovey. Yea – Heim, Hovey, McNaughton. Absent Tomczik, Zelazny. Motion passed.**

Hennepin County Sheriff – absent

- no report

Open Forum

Data Practices:
Josh Hauble notified that he is stepping down for his Data Practices Designee and Compliance position, ideally effective end of this month, Josh went on to explain the role and responsibilities. Property files are often requested. Document retention was also discussed, and the data policy was briefly discussed. The city's current policy should be reviewed. Office of Data Practices may be able to have someone to speak to council. City should add a technology specific language to the data policy.

Josh Hauble will look into what fees can be charged, Councilor Hovey will connect with Brad Scheib again and Brad Scheib will take over this responsibility.

City Forester:
Derek Chappell City Forester asked about a tree concern and discussed additional trees to discuss for removal for roughly $14,000. Council asked Derek to obtain one or two more bids.

Fire Department Report – Rich Halverson

- 4 calls in June

Bassett Creek Watershed Management Commission Report – Shawn Kennedy/Clint Carlson/Susan Wiese

- Reported on task force items including the 2024 water
- Reported Plymouth wants to take an active role on a task force for water quality treatment for a 2028 alum treatment potential plan for a rough estimate of 2 million dollars.
- Reported a treatment was planned in the year 2014 but did not occur due to various reasons at that time

Planning Commission Report – Jesse Swanson

- No report

Public Works – Councilor McNaughton and Councilor Hovey

- Valdes cleared by the sidewalk and a few additional areas
- 233 Peninsula Road, Hearing date August 12, 2026
- Provided updates on properties that need to be hooked up with water
- Cabins are in the process of water hookup
- Brad Scheib is planning on a booth at NNO to obtain feedback on the comp plan

Snow Plowing Topic:
Councilor McNaughton spoke with City of Plymouth and received some examples. Councilor Hovey added in comments to the draft scope for proposals. Councilor Zelazny stated through Mayor Heim is that she is fine with however council wants to proceed. Councilor McNaughton stated he plans to make additional edits to the scope, send it to legal for review in preparation to post for bidding. Discussion continued and council made edits to the scope for final agreement to finalize to bring to August meeting and then submit for bids.

Treasurer's Report – Gary Englert

- Receipts in reporting period: $204,335
- Receipts year to date: $409,625
- Disbursements in reporting period: $208,800
- Disbursements year to date: $445,413
- Discussed midyear progress compared to 2026 budget
- Discussed 2027 budget goals and objectives
- Discussed 2027 preliminary budget
- Council will approve the 2027 preliminary budget at the September meeting, September meeting is revised to Tuesday September 8, 2026
- Budget meeting August 3, 5pm.

Motion to approve the summary spending, receipts and cash balances through June 30, 2026 forwarded by Councilmember McNaughton and seconded by Councilmember Hovey. Yea -Heim, Hovey, McNaughton. Absent Zelazny, Tomczik. Motion passed.

Officer Reports:

Councilmember Hovey
- Reported on Sheriff report

Councilmember Tomczik
- Absent

Councilmember Zelazny
- Absent
- Mayor Heim presented resolution no appointing election judges for the August 11, 2026 primary election

Motion to approved resolution 26-09 a resolution appointing election judges for the August 11, 2026 primary election forwarded by councilmember McNaughton and seconded by councilmember Hovey. Yea – Heim, Hovey, McNaughton. Absent Zelazny, Tomczik. Motion passed.

Councilmember McNaughton
- Reported on SEH submitting documents for I&I grant and city will receive approximately $130,000
- Reported on wastewater charges from Met Council, our metered flow has dropped resulting in cost savings
- Reported on geese
- Reported on Valdes lawn contract

Mayor Heim
- Reported on potential council candidates

New Business:
- None

Motion to adjourn at 8:25 pm by councilmember Tomczik seconded by councilmember McNaughton. Yea – Heim, Hovey, McNaughton. Absent: Zelazny, Tomczik. Motion passed.

Respectfully submitted,

Therese Polum
City Clerk

Approved on: _____

CITY OF MEDICINE LAKE

January - December 2024		***January - December 2025***		***January - June 2026***	
595.92 hours		355.37 hours		183.40 hours	
Group A	18	Group A	3	Group A	3
Group B	61	Group B	49	Group B	21
Traffic Citations	0	Traffic Citations	0	Traffic Citations	1
Verbal/Written Warnings	7	Verbal/Written Warnings	9	Verbal/Written Warnings	6

Group A Crimes: CSC, Robbery, Agg Assault, Burglary, Theft, Auto Theft, Child Abuse, Forgery, Assault, Vandalism, Narcotics, Dis Cond., Fleeing, Harass/Threat, Missing/Found Persons, Veh Abandoned, Rec'd Stolen and assists to these offenses.
Group B Crimes: Veh Accidents, Fire, Suicides, Attempt Suicides, DOA, Medicals, Verbal Domestics, Alarms, Suspicious, Assist Other Agencies, Motorist Assists, Transports, Impounds, House Checks, and any assist to these offenses.

2024 Activity Highlights		***2025 Activity Highlights***		***2026 Highlights thru June***	
2	Burglary	0	Burglary	0	Burglary
0	Theft	1	Theft	1	Theft
5	Assault	0	Assault	1	Assault
3	Damage to Property	1	Damage to Property	0	Damage to Property
2	PD Accidents	0	PD Accidents	0	PD Accidents
13	Medicals	4	Medicals	3	Medicals
2	Misc Animal Calls	15	Misc Animal Calls	0	Misc Animal Calls
11	Suspicious Calls	3	Suspicious Calls	0	Suspicious Calls



Council Report

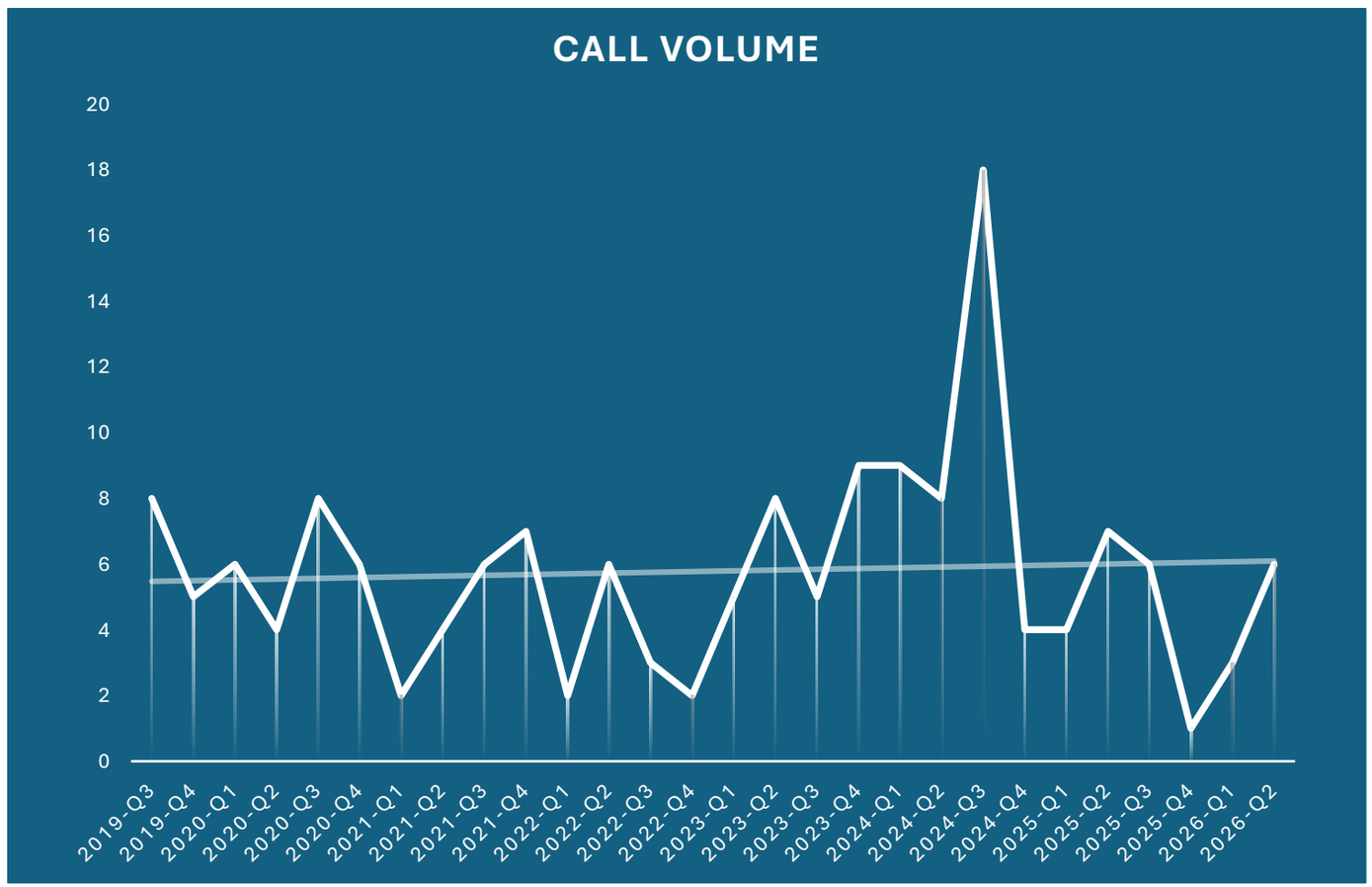
Medicine Lake Fire & Rescue

2026-07-31

Calls

2026 Calls

Date	Event	NERIS Category
2026-01-10	Medical - Fall	RESCUE
2026-02-21	Car Through Ice	SERVICE
2026-02-25	Missing Vehicle on the Lake	RESCUE
2026-05-15	Medical - Illness	RESCUE
2026-05-16	Lake Assist	SERVICE
2026-06-06	Heart Call	RESCUE
2026-06-22	Flow Alarm	FALSE_ALARM
2026-06-27	Wire Down Call	HAZMAT
2026-06-30	Medical - Breathing Difficulty	RESCUE
2026-07-15	House Fire - False Alarm	FALSE_ALARM
2026-07-24	Medical - Pain	RESCUE
2026-07-25	Medical - PI Accident	RESCUE
2026-07-29	Water Incident	RESCUE
2026-07-30	Wire Down Call	HAZMAT



Events

RECENT EVENTS

- 7/7 Training – Fire Extinguishers
- 7/16 Training – Waterball at Jevne Park
- 7/20-24 Watersports Camp

UPCOMING EVENTS

- 8/4 National Night Out
- 8/18 Training – Hose Maze Stations
- 8/29 Kids Triathlon

Projects & Discussion

PROJECTS

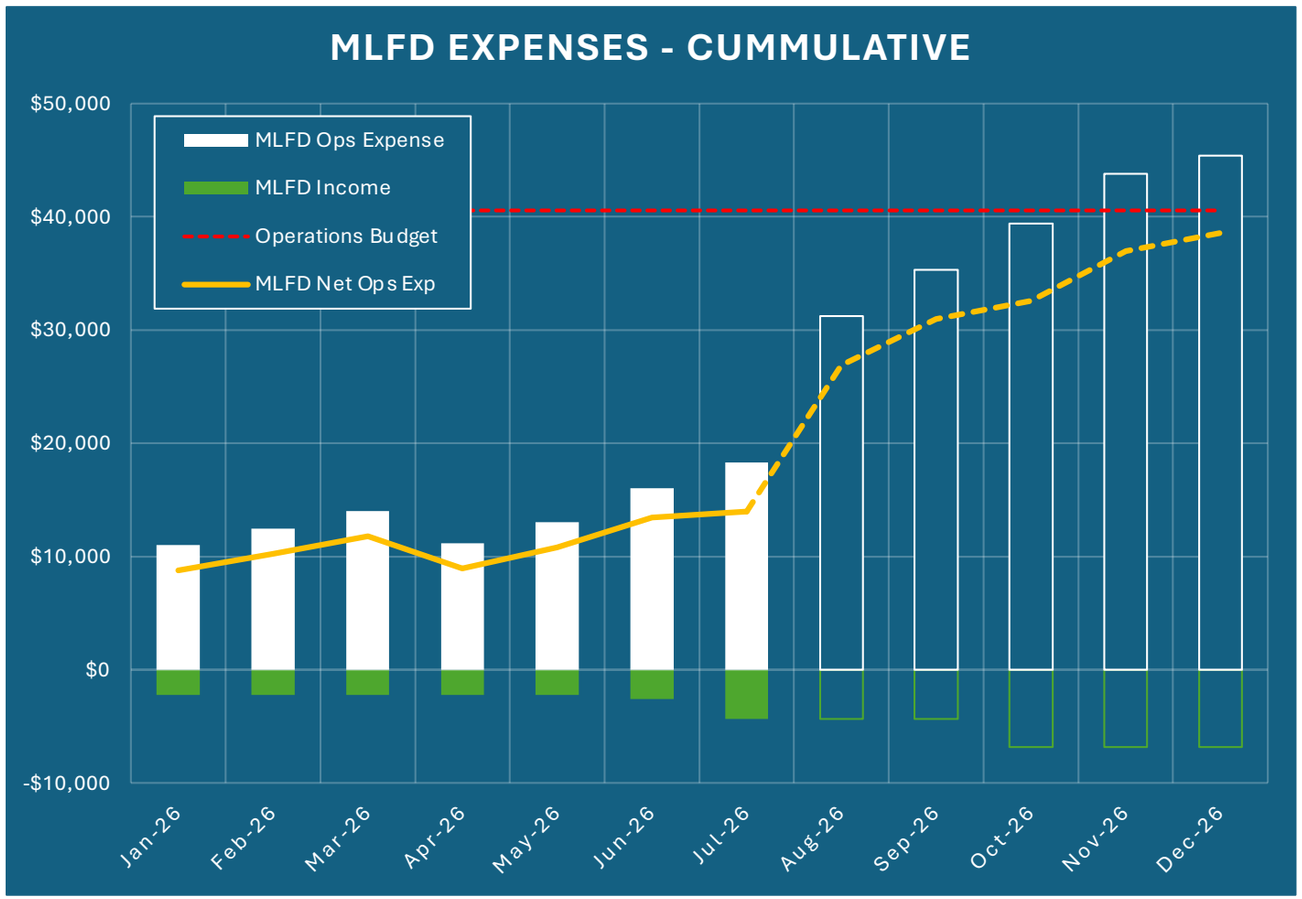
- U11 Kits – build kits specific to different U11 response use cases (e.g., medical calls, lake calls, clearing storm debris, hauling eqpt). This will project will slowly deploy over 2026.
- EV Fire Readiness – EV fires are a big challenge for Fire Departments everywhere and we have a lot of EVs in the city. We are still discussing our best approach here, but it will likely be a combination of an EV blanket, hose attachment to dispense water under a car, and rigging to pull a burning vehicle out of a garage.
- 5” Hose – E12 still have 3” supply line but would be better suited with 5” line. This is an expensive upgrade, so we’re always monitoring auctions for an opportunity to pick up used line.
- Thermal Imaging Camera Upgrades – we’ve only had one camera for years and it’s proved its value. That one needs a repair and it’s time to get two additional cameras so we have three-one for each truck. Thermal Imaging Cameras have many invaluable use cases in emergency response including finding missing persons/victims, finding hidden fire/hot spots (in houses, vehicles, wildland, etc.), focusing post-fire overhaul, reading smoke and fire conditions, finding electrical/machinery faults.

DISCUSSION

- none

Expenses - YTD

NOTE: numbers may not be fully reconciled with Treasurer reports



2026 MLFD OPS EXPENSES (YTD)

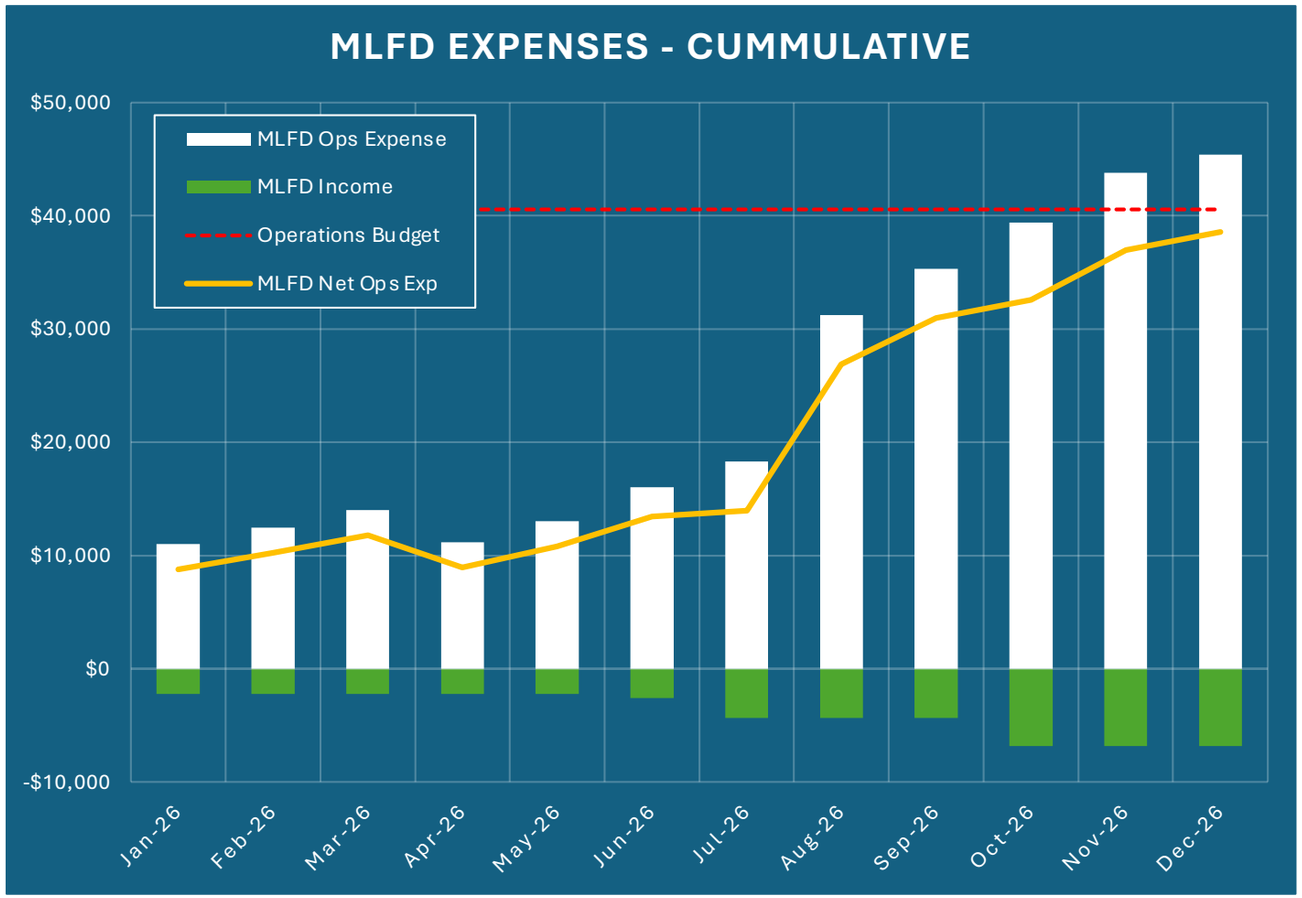
	GROSS	INCOME	NET	BUDGET	DELTA
Operations	**$18,309**	**$4,339**	**$13,970**	**$40,563**	**-$26,593**

2026 MLFD OPS EXP (YTD)

	GROSS	INCOME	NET
Apparatus	$4,286	$0	$4,286
Comms	$3,979	$0	$3,979
PPE	$0	$0	$0
Eqpt	$4,003	$1,496	$2,507
Station	$2,269	$0	$2,269
Training	$1,991	$2,843	-$852
Members	$1,781	$0	$1,781
TOTAL	**$18,309**	**$4,339**	**$13,970**

Expenses - Projected

NOTE: numbers may not be fully reconciled with Treasurer reports



2026 MLFD OPS EXPENSES (projected)

	GROSS	INCOME	NET	BUDGET	DELTA
Operations	**$45,414**	**$6,839**	**$38,574**	**$40,563**	**-$1,989**

2026 MLFD OPS EXP (proj)

	GROSS	INCOME	NET
Apparatus	$5,461	$0	$5,461
Comms	$6,645	$0	$6,645
PPE	$1,852	$0	$1,852
Eqpt	$17,253	$1,496	$15,757
Station	$5,019	$0	$5,019
Training	$7,019	$5,343	$1,676
Members	$2,164	$0	$2,164
TOTAL	**$45,414**	**$6,839**	**$38,574**

2026 Finance Highlights

INCOME

- $730 – State reimbursements for training expense
- $1496 – Open House & Pizza Fundraiser proceeds
- $6000 – sale of boat lift

MAJOR PROJECT EXPENSES

- $4500 – Boat Lift (replacement)
- $2900 – B11 Renovation
- $2116 – Personal Med Kits
- $1691 – High-visibility jackets

SNOW REMOVAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____ 2026, by and between the CITY OF MEDICINE LAKE, a Minnesota municipal corporation ("City") and _____ ("Contractor").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS.** The Contract consists of the following documents. In the event of conflict among the documents the conflict shall be resolved by the order in which they are listed with the document listed first having the first priority and the document listed last having the last priority: 1) this Services Agreement, 2) Request for Quote and 3) Quote Sheet contained in Attachment A.

2. **SCOPE OF SERVICES.** The City retains Contractor to provide snow removal services set forth in the RFQ, Section IV, Parts A and B. All equipment and supplies shall be furnished by Contractor.

3. **COMPENSATION.** Contractor shall be paid by the City in accordance with the Contractor's bid. Contractor shall submit monthly invoices according to the requirements set forth in in the RFQ Section IV, Part F, and the City shall pay the invoices within thirty-five (35) days of receipt. The fees shall not be adjusted if the estimated hours to perform a task or any other estimate or assumption are exceeded.

4. **TERM OF AGREEMENT.** The term of this Agreement is November 1, 2026, through October 31, 2028. By July 1, 2028, the City may, at its option, and with the approval of the Contractor, extend the term of the contract through 2029 with the same Terms and Conditions and Scope of Services as outlined in this RFQ. This Agreement may be canceled by the Contractor or by the City, with or without cause, upon giving thirty (30) calendar days written notice. In such event, the Contractor shall be entitled to compensation for work performed up to the date of termination based upon the payment terms of this agreement.

5. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

6. **STANDARD OF CARE.** Contractor will perform all snow removal services in a good and workmanlike manner consistent with industry standards. City shall not be responsible for discovering deficiencies in the Contractor's services.

7. **INDEMNIFICATION.** The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all claims, demands, actions or causes of action of whatsoever kind and nature (the "Claims"), including any costs and attorney's fees incurred by the City, in connection with or in any way incident to or arising out of the actions or failures to act by the Contractor, its employees, agents, representatives or subcontractors in the performance of the services pursuant to the Agreement.

8. **INSURANCE.** The insurance carrier for City of Medicine Lake requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

   General Liability including Completed Operations coverage with minimum limits of:
   - $1,000,000 Each Occurrence Bodily Injury and Property Damage
   - $2,000,000 General Aggregate
   - $2,000,000 Products / Completed Operations Aggregate
   - $1,000,000 Personal Injury and Advertising Injury

   The City of Medicine Lake should be named as an "Additional Insured" on a primary basis, with a Waiver of Subrogation in favor of the City of Medicine Lake, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Medicine Lake.

   Automobile Liability coverage for any Auto, Hired and Non Owned Autos:
   - $1,000,000 Limit

   Workers Compensation and Employers Liability:
   - Statutory Limits on Workers Compensation
   - Employer's Liability
     - $500,000 each Accident
     - $500,000 Disease – each employee
     - $500,000 Disease – policy limit
   - Workers Compensation includes a Waiver of Subrogation in favor of the City of Medicine Lake.

9. **INDEPENDENT CONTRACTOR.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. **SUBCONTRACTORS.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

11. **ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

12. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

13. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

14. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

15. **RECORDS.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

16. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

CITY OF MEDICINE LAKE

BY: _____

Name, Title _____

Dated: _____, 2026.

CONTRACTOR

BY: _____

Name, Title _____

Dated: _____, 2026

BY: _____

Name, Title _____

Dated: _____, 2026.

CITY OF MEDICINE LAKE

City of Medicine Lake Public Works
Request for Quote for
Snow Removal

For the Term: November 1, 2026 – November 1, 2028

Date of RFQ Issue: September 1, 2026

Quote Due Date: September 18, 2026 at Noon, CDT

*Quotes are to be received by Medicine Lake Public Works Department as listed below **prior to quote** closing date and time.*

Contact Info:

Medicine Lake Public Works
Attn: Bill McNaughton
10609 South Shore Drive
Medicine Lake, MN 55441

www.cityofmedicinelake.com
bmcnaughton@cityofmedicinelake.com

City of Medicine Lake
Snow Removal
Request for Quote

I. Overview

Medicine Lake Public Works is seeking quotes from companies with experience in municipal snow removal. The selected company will work with the assistance and direction of Medicine Lake Public Works staff to provide with a high degree of quality snow removal from roads, parking lots and trails to assure the passage and safety of residents and commercial traffic for a period of time. All services must meet the criteria as detailed in the scope of services.

This Request for Quote (RFQ) does not obligate Medicine Lake Public Works to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest.

II. Quote Information

A. Schedule

Medicine Public Works schedule for review of the RFQ's and final selection is as follows:

Date	Event
September 1, 2026	Advertising begins
September 18, 2026	RFQ Submittal Due
October 5, 2026	City Council Decision

B. Submission Requirements

To submit a response to this RFQ, complete Attachment A: Request for Quote Forms enclosed with this document. All signatures must be signed by an official who is legally authorized to bind the organization.

C. Selection Criteria

1. ***Evaluation Criteria and Scoring Process*** – All quotes received will be reviewed by the Medicine Lake City Council. Each evaluation criteria has been given points relative to its value as a whole. The criteria and each associated points are as follows:

Criteria	Points
Organization, Experience, Expertise, References & Equipment	25
Cost	75
Total Points	**100**

2. ***Selection*** – The quote considered most responsive to this RFQ may be requested to attend at least one interview with Medicine Lake Public Works Division. Medicine Lake Public Works may determine that a selection can be made without conducting interviews.

D. Questions

Prospective contractors who have any questions regarding this RFQ must submit questions by e-mail or phone to: Bill McNaughton, bmcnaughton@cityofmedicinelake.com or (763) 542-9701.

E. Submittals

All quotes must be delivered via email to Bill McNaughton, bmcnaughton@cityofmedicinelake.com.

All quotes must be sent no later than Noon on Monday, March 24, 2025, CDT, as indicated by the time posted in the schedule. Late quotes will not be considered. Quotes should be sent from the responder's e-mail address. Each quote must be signed by an authorized member of the firm.

III. Terms & Conditions

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Medicine Lake Public Works.

A. Reporting of Contractor

1. The Contractor is to report to Bill McNaughton, Council Member, City of Medicine Lake, and will cooperate and confer with him as necessary to insure satisfactory work progress.
2. Medicine Lake Public Works will review and inspect the Contractor's activities during the term of this contract.

B. Personnel

1. The Contractor will provide the required service personally and will not subcontract or assign services without Medicine Lake Public Works written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all claims, demands, actions or causes of action of whatsoever kind and nature (the "Claims"), including any costs and attorney's fees incurred by the City, in connection with or in any way incident to or arising out of the actions or failures to act by the Contractor, its employees, agents, representatives or subcontractors in the performance of the services pursuant to the Agreement.

D. Non-Collusion

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

E. Responsible Quoter

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is "responsible." A "responsible" quoter is a bidder qualified to do the work. This will be determined by assessing the quoter's skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

F. Insurance Requirements

The insurance carrier for City of Medicine Lake requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

General Liability including Completed Operations coverage with minimum limits of:

- $1,000,000 Each Occurrence Bodily Injury and Property Damage
- $2,000,000 General Aggregate
- $2,000,000 Products / Completed Operations Aggregate
- $1,000,000 Personal Injury and Advertising Injury

The City of Medicine Lake should be named as an "Additional Insured" on a primary basis, with a Waiver of Subrogation in favor of the City of Medicine Lake, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Medicine Lake.

Automobile Liability coverage for any Auto, Hired and Non Owned Autos:

- $1,000,000 Limit

Workers Compensation and Employers Liability:

- Statutory Limits on Workers Compensation
- Employer's Liability
  - $500,000 each Accident
  - $500,000 Disease – each employee
  - $500,000 Disease – policy limit

Workers Compensation includes a Waiver of Subrogation in favor of the City of Medicine Lake.

G. Compliance with Laws & Regulations

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

H. Licenses

The Contractor shall obtain and maintain all licenses, permits and/or certificates both permanent and temporary throughout the period of the agreement. The Contractor and staff shall be licensed and authorized to do this specific type of work within the State of Minnesota.

I. Interest

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Medicine Lake or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

J. Equal Opportunity Employment

The City of Medicine Lake does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Medicine Lake is an equal opportunity employer.

K. Ownership of Documents

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

L. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

M. Assigns & Successors

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

N. Termination of Contract

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

O. Addendum

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

IV. Scope of Services

The overall scope of services sought is the professional snow removal services. Snow Removal Service to be provided for city roads, parking lots and paths. The selected company will work with the assistance and direction of Medicine Lake Public Works staff to provide with a high degree of quality snow removal from roads, parking lots and trails to assure the passage and safety of residents and commercial traffic for a period of time.

The Contractor should be familiar with the sites and location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Medicine Lake Public Works will not be responsible for any damages to the Contractor's tools or equipment. There is no parking or storage for equipment at any City facilities.

The services and occurrence may include, but are not limited to:

A. Contract Period

The contract period shall be for two (2) years from 2026 - 2028, commencing approximately November 1 through March 31 of each year, weather permitting. By July 1, 2028, if mutually agreed upon by the City and Contractor, the contract may be extended through 2029 with the same Terms and Conditions and Scope of Services as outlined in this RFQ.

B. Snow Removal Requirements

1. The city requires the removal of snow from road edge to road edge on all streets, parking lots and paths after accumulation of two (2) or more inches of snow. However, the City reserves the right to initiate snow removal operations for events of less than two (2) inches of snow, at the direction of the Public Works Department.

2. Contractor shall respond to request for additional snow removal or cleanup within 6 hours or by 7 am if requested after 5pm on the previous day, the Contractor must communicate any expected schedule impact to Public Works Department.
3. Snow Removal shall be defined to include the following:
   Removal of Snow, Slush and Ice
   a. Removal of material road edge to road edge on all roads (as possible without damaging mailboxes or signage), parking lots and paths as described in Appendix A.
   b. Treatment with Salt and Sand only when requested by the city
   c. Snow removal operations shall begin within 4 hours of the accumulation of 2" of new snow in Medicine Lake and within 4 hours of cessation of snowfall if over 4" accumulate. During continuous snowfall over 6 hours in length, plowing operations are expected periodically at approximately every 4-6 inches.
   d. Damage to turf, mailboxes and signage and sprinkler heads are the sole responsibility of the contractor. Turf and sprinkler heads are to be repaired by May 15 following the plowing season and mailboxes and signage are to be repaired within 48 hours of the damage occurring.

Commented [RH1]: Does this mean that if they plow at 2" and it then snows 3" they do not come back after the snowfall stops?

C. Personnel & Supervision

1. The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract. An on-site supervisor shall be present at all times with Contractor's personnel.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor's personnel shall dress and conduct themselves appropriately on the job site. High-visibility Class 2 Outerwear or an ANSI/ISEA Class 2 vest is required when outside of a vehicle.
4. Contractors must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.
5. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, or open space, except within the confines of a vehicle in a designated parking area.

D. Safety Requirements

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly-accepted safety standards and all applicable local, state or federal laws.
2. Personnel must wear proper protection as required.
3. Snow Removal equipment is to be operated at safe and appropriate speeds at all times.
4. Any violation of safety standards may be deemed cause for termination of the Contract.

E. Equipment

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Medicine Lake's properties, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.

2. All snow removal operations are to be performed using machines manufactured by reputable companies recognized for producing high quality snow removal equipment.
3. Contractor shall maintain equipment that is suitable for all snow removal operations. This includes removal on trails, parking lots and roads and includes equipment for removal of excess snow that is not able to be plowed to the side of the road.
4. Snow shall not be placed beyond the city right of way.
5. All machines will be operated by trained and qualified persons.
6. At no time, shall an operator of a piece of equipment leave the equipment unoccupied and running.
7. Any failure to comply with these provisions could result in immediate termination of the contract.

F. Contractor Non-Performance

1. If the Public Works Department determines that there are deficiencies in the performance of this agreement, the Public Works Department may provide written and/or verbal notice to the Contractor stating the deficiencies.
2. The Contractor will have 48 hours to resolve the deficiencies, before corrective action is taken.
3. Should the Contractor fail to correct any deficiencies within the stated time frame, the Public Works Department may exercise the following measures:
    a. Withhold payment equivalent to the prorated annual quote sheet, if no action is taken.
    b. Deduct from the Contractor's payment the amount necessary to correct the deficiency with alternate staff and resources, including City overhead.
        i. Snow Removal - $125/hr

4. Failure to Maintain Snow Removal Work Schedule
    a. Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the Facilities Supervisor to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost will be deducted from the contractor's monthly billing. It will remain at the Public Works Department's discretion to determine if work shall be done by another contractor. The contractor may also be assessed liquidated damages because of breach of contract as described above. Should it become necessary to penalize a contractor on more than one occasion for failure to meet specifications within the agreement, the Contractor may be released from their contractual obligation to the City.

G. Terms of Payment

1. The Contractor will submit an invoice to the City of Medicine Lake (Attn: Treasurer) on a monthly basis for all work performed during the preceding month.
2. The invoice shall include the sites and cost per month.
3. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.

4. A check is generally issued within 7-10 days.

CITY OF MEDICINE LAKE

Snow Removal
Attachment A: Request for Quote Forms

All quotes must be sent to **Bill McNaughton, Council Member, at bmcnaughton@medicinelakemn.gov no later than, Noon on Monday, September 18, 2026 Noon CDT**. Late quotes will not be considered. Submit an electronic copy (.pdf format) of the quote. Quotes are to be e-mailed from the responder's e-mail address. Each quote must be electronically signed by an authorized member of the firm.

Instructions
Please complete all fields contained in this document.

Company Information

Company					
Main Contact		**Title**			
Email		**Phone**			
Address					
City		**State**		**Zip**	
Website					
Tax ID #		**Corporation or Partnership**			
Years in Business		**Years in Medicine Lake Area**			
Permanent Employees		**Temporary Employees**			
Type of Work Performed by Your Company					

Recent Projects of similar scope and size performed

Company	Contact	Email	Type of Work

List all your companies applicable Licenses and Certificates

License/Certificate	Number	Expiration

Please list equipment to be used in Medicine Lake. For example, plows, sanding/salting equipment, skid steers, snow plowers, blowers or others.

Piece of Equipment	Brand	Model	Quantity

List all lawsuits or complaints filed against quoter for the last five (5) years.

_____

_____

_____

_____

_____

_____

_____

Company References

Company Reference #1					
Main Contact		**Title**			
Email		**Phone**			
Address					
City		**State**		**Zip**	
Website					
Description of Work Performed					

Company Reference #2					
Main Contact		**Title**			
Email		**Phone**			
Address					
City		**State**		**Zip**	
Website					
Description of Work Performed					

Company Reference #3					
Main Contact		**Title**			
Email		**Phone**			
Address					
City		**State**		**Zip**	
Website					
Description of Work Performed					

CITY OF MEDICINE LAKE

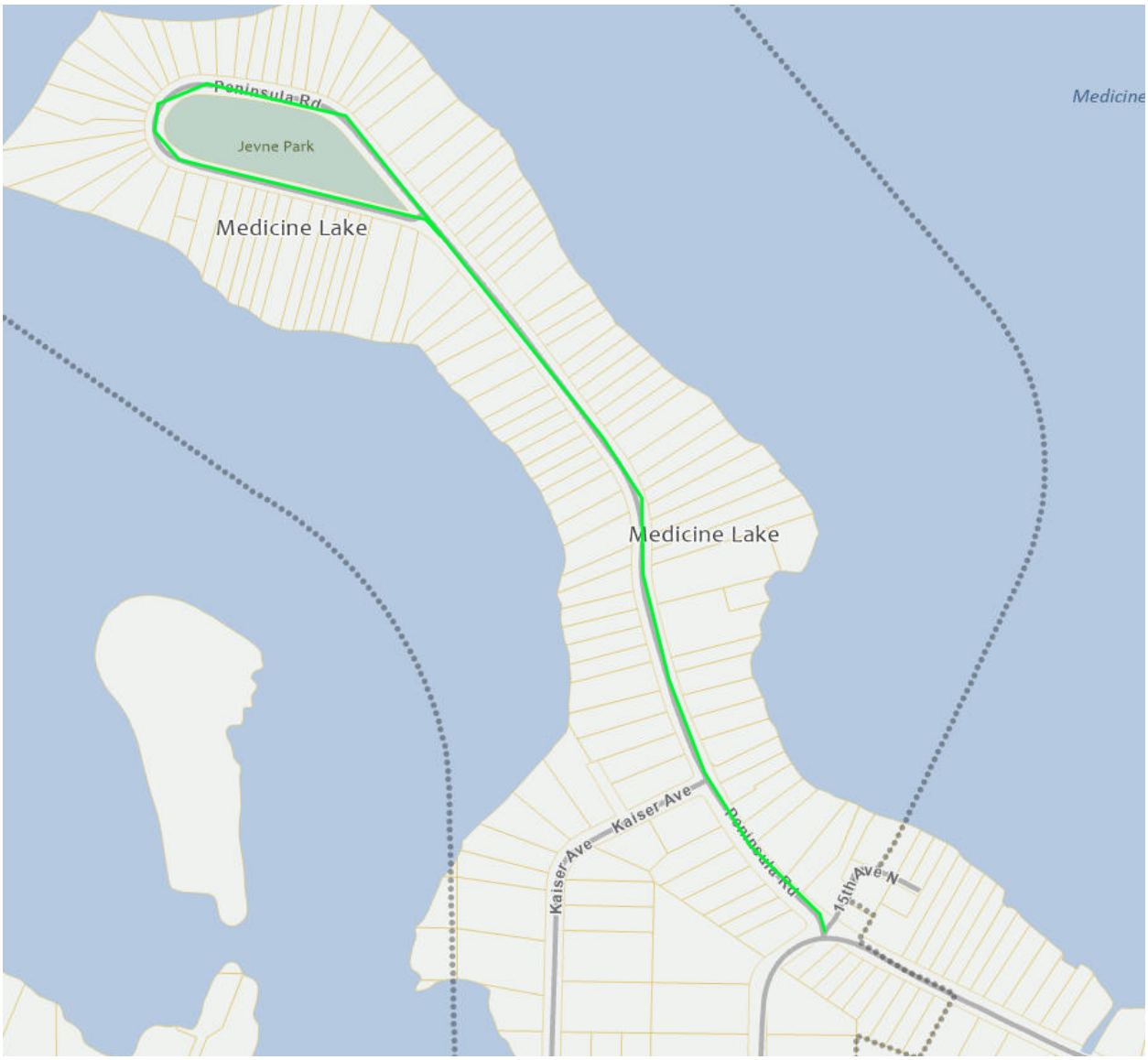
Medicine Lake City Public Works
Snow Removal
Quote Sheet

All areas in this contract are in the city of Medicine Lake except for 10th Avenue which is in Plymouth. The following are the areas included in the contract for snow removal.

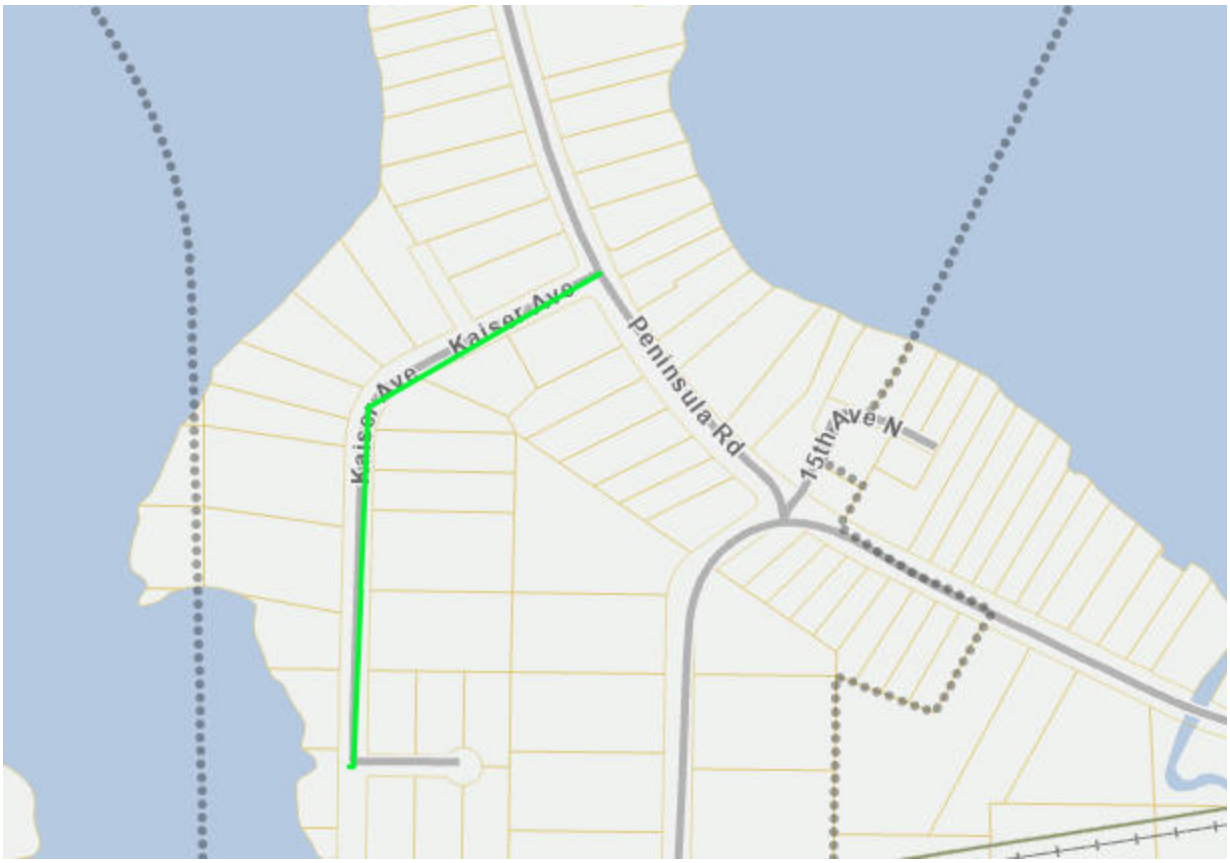
	Snow Removal Sites	Price/ Snowfall
1	Peninsula Road	
2	Kaiser Avenue	
3	Colonial Circle	
4	City Hall Parking Lot	
5	Sidewalks at Entrance to City and south of 15th Avenue	
6	Path from Peninsula Road through Memorial Park to Medicine Lake Border on Southshore Drive	
7	Parking Lots, Five(5) in Jevne Park, One(1) at Memorial Park	
8	15th Avenue North	

*All areas are marked in green in figures below

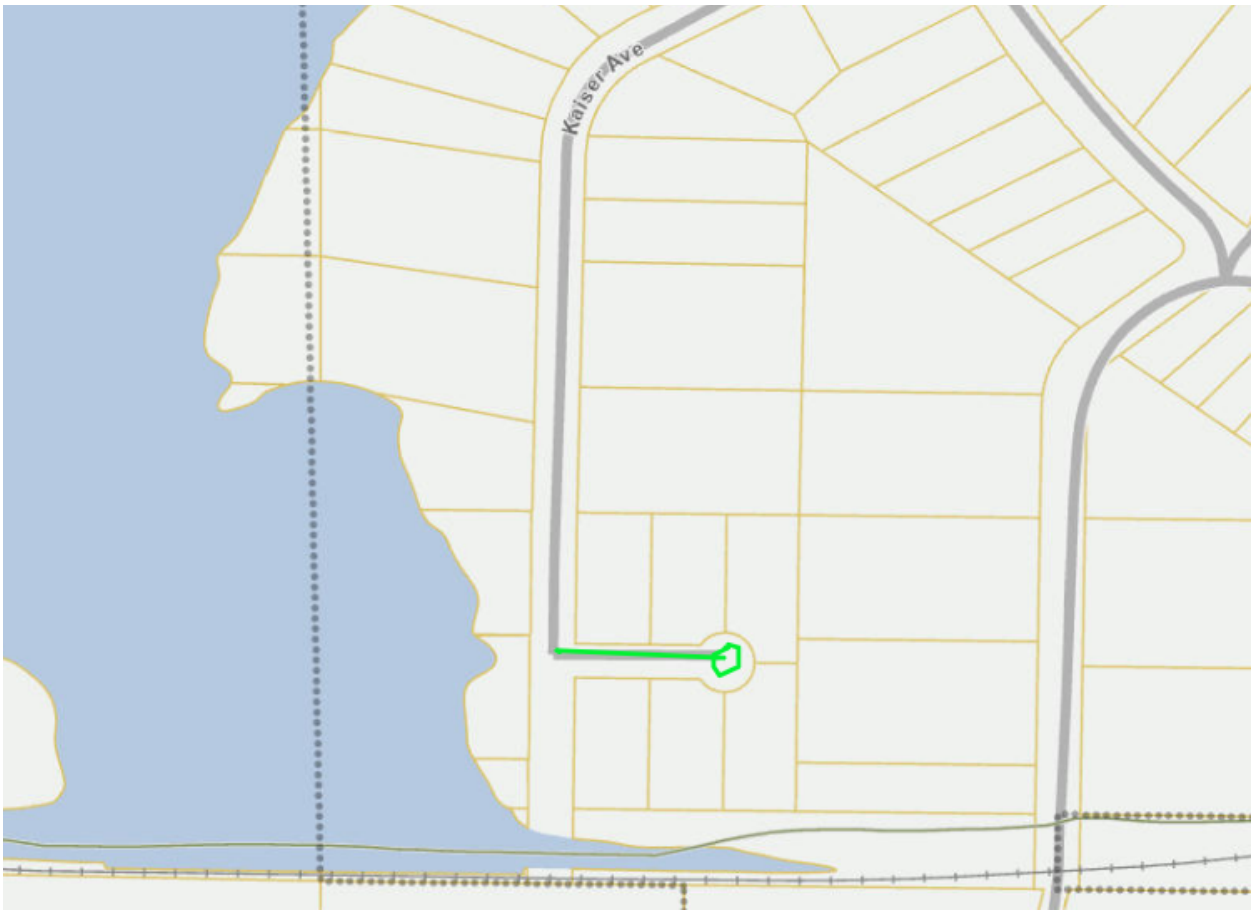
	General Snow Removal Work	Frequency	Hourly Rate
1	Excess snow removal within the city	As Required	
2	Excess snow removal outside of the city	As Required	
3	Sanding and/or salting	As Required	



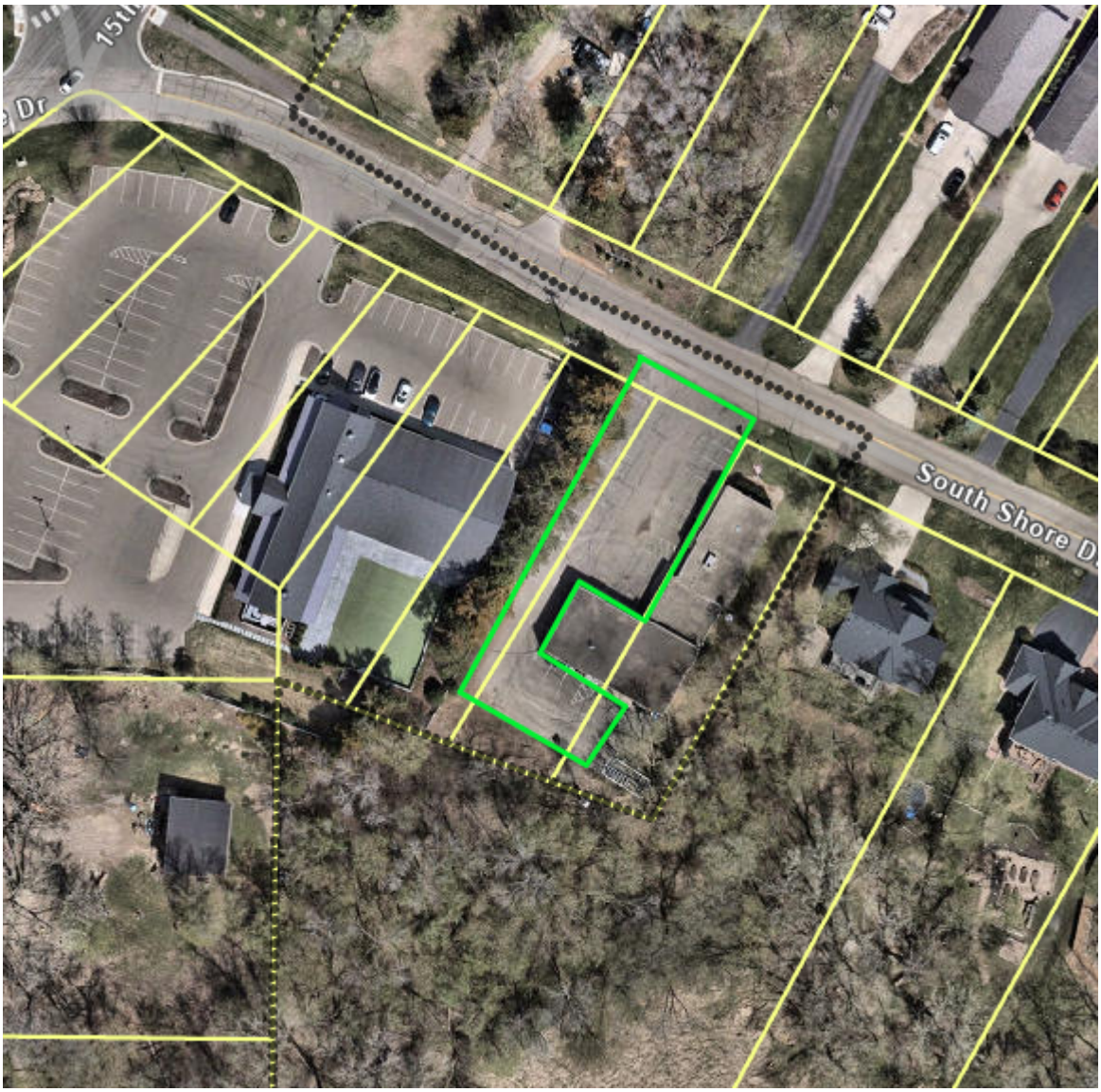
Peninsula Road



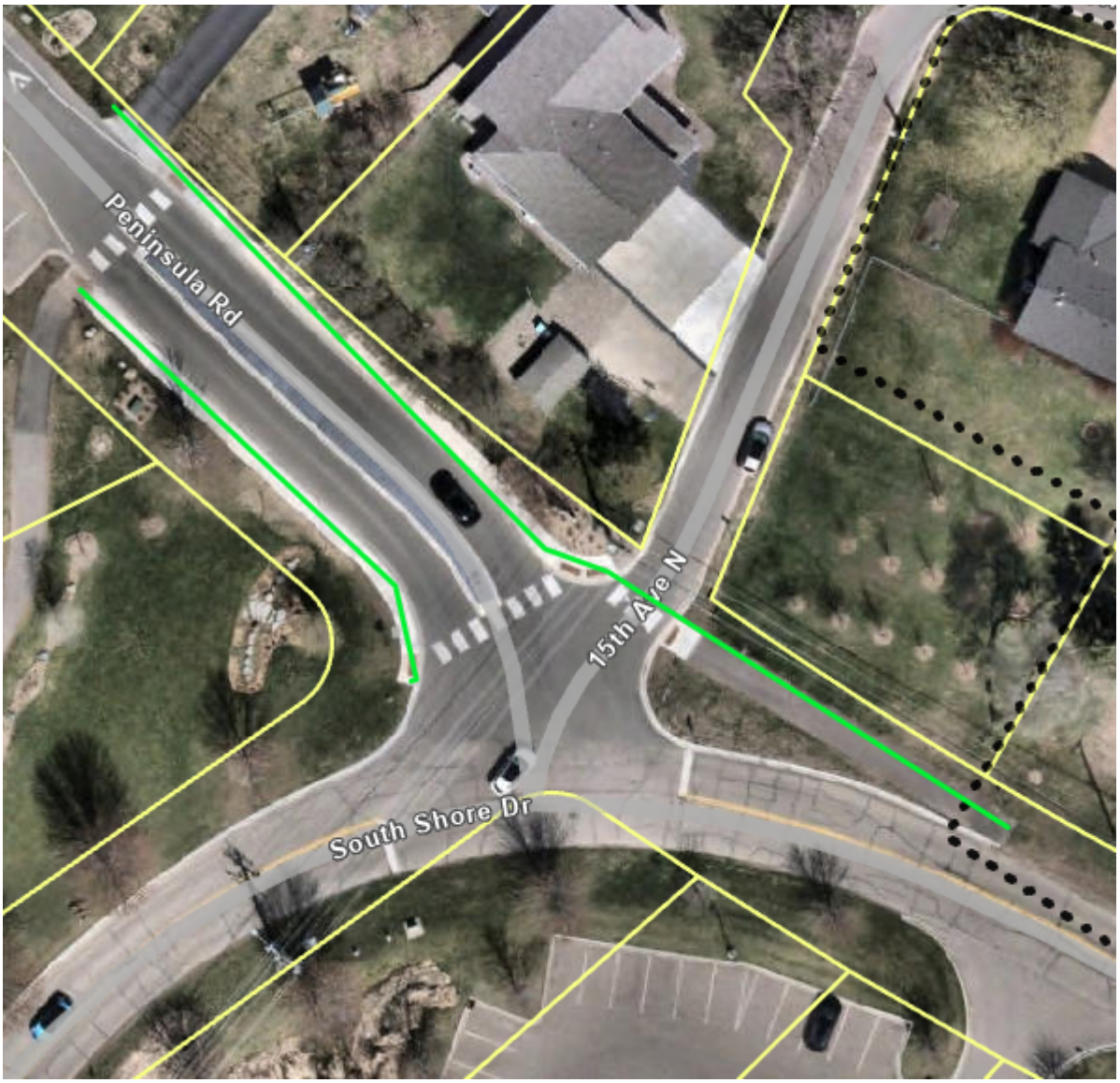
Kaiser Avenue



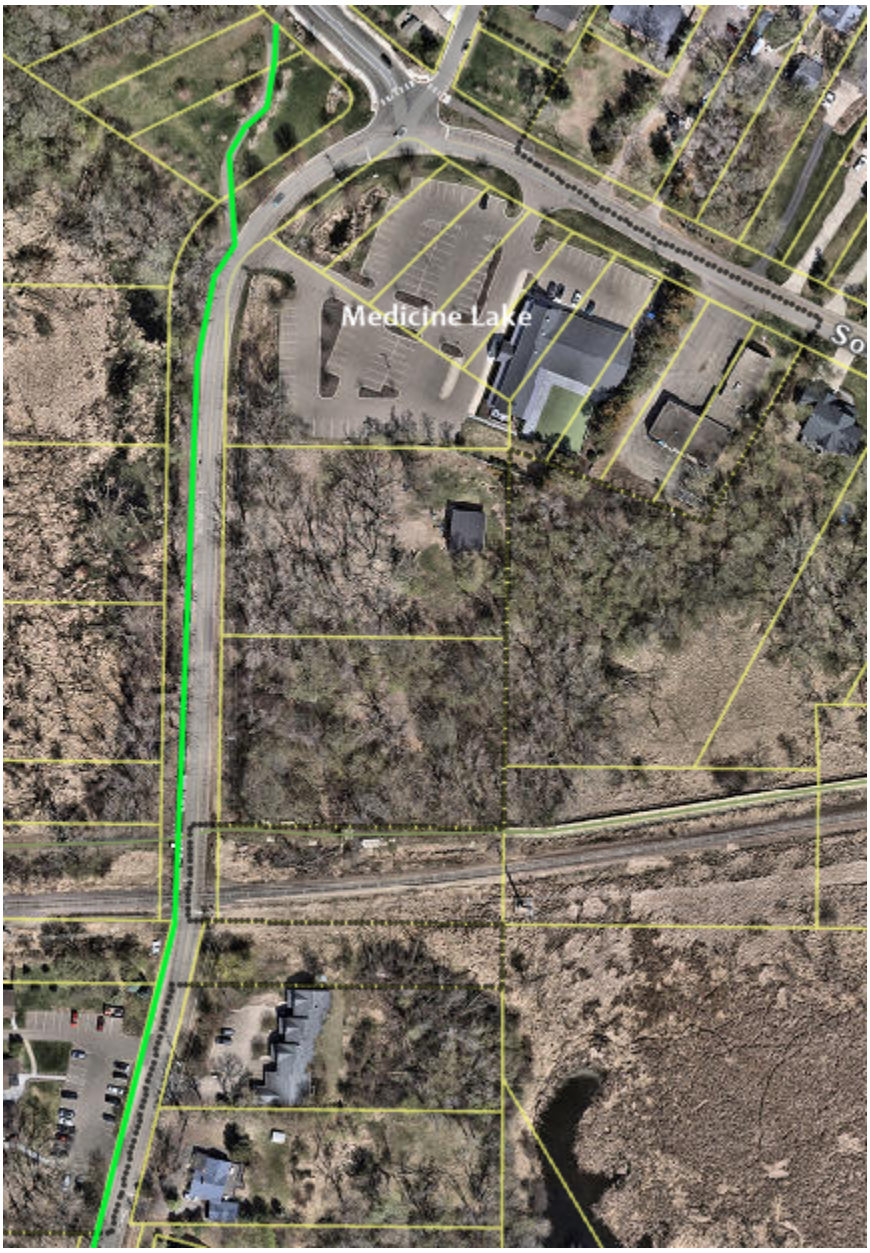
Colonial Circle



City Hall Parking Lot



Sidewalks at Entrance to City and south of 15th Avenue



Path from Peninsula Road through Memorial Park to Medicine Lake Border on Southshore Drive





Parking Lots, Five(5) in Jevne Park, One(1) at Memorial Park



15th Avenue North

CITY OF MEDICINE LAKE

Medicine Lake Public Works
Snow Removal
Certification of Quote

We have read the Medicine Lake Public Works Request for Quote and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the quote requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of Medicine Lake City Council.

We further certify that since the receipt of this RFQ, no contact, discussion or negotiation has been made nor will be made regarding this RFQ with any City of Medicine Lake City Council Member or City of Medicine Lake staff with the exception of questions regarding the completion of this RFQ.

We certify our quote shall remain valid for a period of 60 days after the due date of responses.

Submitted by:

Name	**Authorized Signature**
Title	**Date**

Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this _____ day of _____.

_____

Printed name, Title

_____

Signature

CITY OF MEDICINE LAKE

City of Medicine Lake
Snow Removal RFQ
Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the quoting partnership (if the quoter is a partnership) or an officer or employee of the quoting corporation (if the quoter is a corporation) having authority to sign on its behalf;

2. That the attached quote or quotes have been arrived at by the quoter independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to quote, designed to;

3. That the contents of the quote or quotes have not been communicated by the quoter or its employees or agents to any person not an employee or agent of the quoter and will not be communicated to any such person prior to the official opening of the quote(s); and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company Name: _____

Authorized Signature: _____

Title: _____

Quoter's E.I.N.: _____

Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941

CITY OF MEDICINE LAKE

City of Medicine Lake
Snow Removal
Responsible Quoter Evaluation

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is "responsible." A "responsible" quoter is a quoter qualified to do the work. This will be determined by assessing the quoter's skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a quoter is unknown or where there are any questions about the qualifications of the quoter, the following information will be required of the apparent low quoter:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts. For each contract identified, provide the following information:

Project #1		**Date**	
Project Description			
Client Contact Name		**Phone**	
		Email	
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #2		**Date**	
Project Description			
Client Contact Name		**Phone**	
		Email	
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #3		**Date**	
Project Description			
Client Contact Name		**Phone**	
		Email	
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #4		**Date**	
Project Description			
Client Contact Name		**Phone**	
		Email	
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #5		**Date**	
Project Description			
Client Contact Name		**Phone**	
		Email	
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

_____

_____

_____

_____

_____

3. Identify all public projects you have had with the City of Medicine Lake in the last five years.

_____

_____

_____

_____

_____

4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

_____

_____

_____

_____

_____

5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

_____

_____

_____

_____

_____

6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

_____

_____

_____

_____

_____

7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

_____

_____

_____

_____

_____

CITY OF MEDICINE LAKE
RESOLUTION # _____

RESOLUTION APPROVAL OF EXPENDITURES FOR
AUQUATIC INVASIVE SPECIES (AIS) TREATMENT OF MEDICINE LAKE

BE IT RESOLVED by the City Council of the City of Medicine Lake as follows:

WHEREAS, the City of Medicine Lake recognizes that there has been an increase in Starry Stonewort (SSW) and other AIS in Medicine Lake that have impacted residents ability to use the lake

WHEREAS, the City of Medicine Lake, Hennepin County, Plymouth, Minnesota DNR and Three Rivers Pak District have established a plan and budget for treatment of the SSW in August 2026

NOW THEREFORE, BE IT RESOLVED, that the City Council of Medicine Lake hereby authorizes the expenditure of $5,000 for the city's share of the SSW treatment of Medicine Lake

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative / absent:

ADOPTED: August 3, 2026

_____
Chris Heim, Mayor

_____
Attest: Therese Polum, City Clerk

CITY OF MEDICINE LAKE
RESOLUTION # _____

RESOLUTION APPROVAL OF EXPENDITURES FOR
AUQUATIC INVASIVE SPECIES (AIS) TREATMENT OF MEDICINE LAKE

BE IT RESOLVED by the City Council of the City of Medicine Lake as follows:

WHEREAS, the City of Medicine Lake recognizes that there has been an increase in Starry Stonewort (SSW) and other AIS in Medicine Lake that have impacted residents ability to use the lake

WHEREAS, the City of Medicine Lake, Hennepin County, Plymouth, Minnesota DNR and Three Rivers Pak District have established a plan and budget for treatment of the SSW in August 2026

NOW THEREFORE, BE IT RESOLVED, that the City Council of Medicine Lake hereby authorizes the expenditure of $7,500 for the city's share of the SSW treatment of Medicine Lake

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative / absent:

ADOPTED: August 3, 2026

_____
Chris Heim, Mayor

_____
Attest: Therese Polum, City Clerk

CITY OF MEDICINE LAKE
RESOLUTION # _____

RESOLUTION APPROVAL OF EXPENDITURES FOR
AUQUATIC INVASIVE SPECIES (AIS) TREATMENT OF MEDICINE LAKE

BE IT RESOLVED by the City Council of the City of Medicine Lake as follows:

WHEREAS, the City of Medicine Lake recognizes that there has been an increase in Starry Stonewort (SSW) and other AIS in Medicine Lake that have impacted residents ability to use the lake

WHEREAS, the City of Medicine Lake, Hennepin County, Plymouth, Minnesota DNR and Three Rivers Pak District have established a plan and budget for treatment of the SSW in August 2026

NOW THEREFORE, BE IT RESOLVED, that the City Council of Medicine Lake hereby authorizes the expenditure of $10,000 for the city's share of the SSW treatment of Medicine Lake

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative / absent:

ADOPTED: August 3, 2026

_____
Chris Heim, Mayor

_____
Attest: Therese Polum, City Clerk

Medicine Lake
City Water Special Assessments Process
Updated July, 2026

The process for certification to property taxes of past due city water fees in conjunction with City of Plymouth.

https://www.lmc.org/resources/special-assessment-toolkit/

Background: City of Plymouth first attempted to certify (on their own) for ML residents fall of 2025 (Plymouth sent letter, held public hearing etc…) however Hennepin County rejected final certification as Plymouth was told they may not certify tax to ML residents. Plymouth then contacted ML summer of 2026 to begin this process on our end moving forward.

Quick Summary:

- Letter – Plymouth letter template – update for ML
- Updated delinquent list – Plymouth will pull accounts with outstanding balances and forward to ML clerk towards the end of August in order for ML clerk to generate the letters.
- Public Hearing notification – 2 weeks prior
- October Public Hearing
- Plymouth will take payment through 10/31 and provide ML clerk with the remaining list to be certified to the County.
- Assessment Payments – City of Medicine Lake pays the City of Plymouth when assessments are received via property taxes.

July/August Council Meeting Items:

July: motion to set date/time and direct clerk to publish and mail notice regarding assessment hearing.

October Public Hearing: Public hearing for certification of delinquent utility accounts.

October Council Meeting items/process:

Clerk presents item and provides an overview of delinquent utility accounts.

Mayor opens the public hearing.
Asks for comments.
Mayor closes the public hearing.

Motion was made by Councilmember X, and seconded by Councilmember X, to adopt Resolution xx-xx approving certification to the County for delinquent utility accounts (and other delinquent miscellaneous bills). With all members voting in favor, the motion carried.

Medicine Lake
City Water Special Assessments Process
Updated July, 2026

Attachments:

1. Letter mailed to each account
2. Public Hearing Notice
3. Report (letter to council)
4. City Council Resolution

City of Medicine Lake

10609 South Shore Drive ● Medicine Lake, Minnesota 55441 ● (763)542-9701

NOTICE OF INTENT TO CERTIFY UNPAID UTILITY CHARGES

August 21, 2026

Account Name
Attn: Account Holder
Street Address
City, State Zip Code

Delinquent Amount: $65.28
Account Number: insert xxxxxxxx-xx

Address: insert Property address
Property ID: insert Tax ID

This letter is to notify you of a balance owned to the City of Plymouth and City of Medicine Lake and explain how to prevent the delinquent amount from being assessed to your property taxes.

The amount due is for delinquent utility charges owed prior to June 30, 2026. If full payment is received by 4:30 p.m. October 30, 2026, your name will be removed from the list of properties to be assessed. **If you recently made full payment, please disregard this notice.**

To avoid assessment, **pay the outstanding balance no later than 4:30 p.m. October 30, 2026.** Please include the above remit portion with your payment.

Notice of Public Hearing to Consider Delinquent Utility Accounts
The City Council will hold a hearing to discuss delinquent utility charges and take action to levy property tax assessments, as provided by Minnesota Statute 429.101.

- If your account remains unpaid, your overdue balance will be considered at the hearing.
- This is the only notice you will receive about the hearing and intent to certify the amount to your property taxes payable in 2027.
- A list of all properties and assessments to be considered is on file in the Office of the City Clerk of Medicine Lake and City of Plymouth.

City Council Public Hearing
6 p.m. on Monday, October 5, 2026
Medicine Lake City Hall

Continued on Back

City of Medicine Lake
10609 South Shore Drive ● Medicine Lake, Minnesota 55441 ● (763)542-9701

What happens if I don't pay?
If the delinquent amount is not paid by 4:30 p.m. October 30, 2026, your 2027 property tax will increase by the overdue amount plus an administrative fee of $25.00 and a Hennepin County service fee of $2.50. Interest at a rate of 2.72% will also be charged effective November 1, 2026.

How will the assessment be paid?

- If your mortgage payments includes property tax, a notice will be sent from the county auditor informing your lender of the increase in property tax. Your lender will adjust your property tax escrow account.
- If you pay your property taxes directly to Hennepin County, the tax statement you receive from the county auditor will reflect the additional amount owed.

Why is the City Council holding a hearing and do I need to be there?

The City Council will meet at 6 p.m. October 5, 2026, to discuss delinquent utility charges and will pass a resolution ordering the assessments. Your appearance is not required. However, if you want to dispute the charges, you have two options.

1. Submit a request to appear at the public hearing in front of city council.
2. Submit an objection outlining the reasons for the dispute of the charges.

Either option must be received in writing by the City Clerk of Medicine Lake no later than 4:30 p.m. on September 25, 2026. You may deliver your written request or objection by regular mail addressed to City Clerk at Medicine Lake City Hall, 10609 South Shore Drive, Medicine Lake, Minnesota 55441 or place into the black incoming mailbox located in the parking lot outside city hall's main door. This mailbox will be checked on September 25, 2026 at 4:30 p.m.

Once an assessment has been adopted, you may file an appeal, per Minnesota Statues Section 429.081, by notifying the mayor or city clerk within thirty (30) days after the adoption of the assessment on October 5, 2026.

How do I pay?

- By mail with a check payable to: City of Plymouth, 3400 Plymouth Blvd., Plymouth, Minnesota 55447. Include remit portion at the top of this notice with your payment.
- In-person at Plymouth City Hall at the 3400 Plymouth Blvd,. Plymouth Minnesota 55447.
- Online at www.plymouthmn.gov/payonline.

Who should I contact if I have questions or need assistance?

If you need further assistance or have questions, please contact the City of Medicine Lake City Clerk or Mayor at 7630542-9701 or City of Plymouth Utility Billing at 763-509-5333, option 5.

Thank you,
City of Medicine Lake

Public Hearing Notice for Sun Sailor Posting (and city website)

City of Medicine Lake

Notice of Public Hearing Adoption of Assessment Role for Delinquent Utility Accounts.

Details for the City of Medicine Lake Notice of Public Hearing Adoption of Assessment Roll for Delinquent Utility Accounts.

August xx, 2026

City of Medicine Lake Notice of Public Hearing adoption of assessment roll for delinquent utility accounts is hereby given that the City of Medicine Lake, Minnesota will meet on Monday, October 5, 2026 at 6:00 pm in the City Hall of the City of Medicine Lake, 10609 South Shore Drive, Medicine Lake, MN 55441 to conduct a public hearing on the proposed assessment for delinquent utility accounts. A list of all proposed assessments is available for public inspection at the City Clerk's Office. Written or oral views will be considered at the public hearing. All parties have until September 25, 2026 to submit written comments or to request an appearance at the hearing. To request an appearance, send a request in writing to the City Clerk at 10609 South Shore Drive, Medicine Lake MN 55441. All comments or requests must be received no later than 4:30 p.m., September 25, 2026. All questions should be directed to the Mayor or City Clerk at City of Medicine Lake at 763-542-9701.

City of Medicine Lake
10609 South Shore Drive ● Medicine Lake, Minnesota 55441 ● (763)542-9701

EXAMPLE – DRAFT

Regular City Council
October 5, 2026
Agenda Item: Public Hearing

Prepared by: Therese Polum, City Clerk
Item: Public hearing for certification of delinquent utility accounts.

Action Requested:
Adopt attached resolution approving certification of delinquent utility accounts.

Background:
Each year, the City of Plymouth sends the City of Medicine Lake a list of delinquent city water bills. The City of Medicine Lake then conducts a public hearing to review these delinquent accounts. After the hearing, council is authorized to certify the delinquent charges of the benefiting property to the county for collection with property taxes.

Letters are mailed to the individual property owners in advance of the public hearing date advising each property owner of the proposed assessment and their right to be heard before the Council. This year, staff mailed xxx letters to accounts that were considered past due. In comparison, xxx letters were mailed in 2025.

Property owners have until October 31 to pay the outstanding balance to avoid the proposed assessment. Assessment includes interest and fees. Last year approximately xxx paid their account in full. To date, xxx delinquent accounts remain with a total dollar amount outstanding of $x,xxx compared to xx delinquent accounts and $x,xxx outstanding in 2025.

The property owners identified as delinquent were provided a city service and were billed through the regular invoice process. Staff recommends collection the past due balances by certifying the amount to the owner's property taxes payable in 2027. The attached list included the past due balances as of Month, date and excludes an administrative penalty fee of $27.50 ($25 city of Plymouth and $2.50 Hennepin County) and interest of 2.72% City of Plymouth which will be applied if not paid by the October 31 deadline.

The deadline to submit a request for public hearing appearance was September 25. Staff did not receive any such requests.

Attachments:
1. Report (this letter)
2. Delinquent utility billing
3. City Council Resolution

CITY OF MEDICINE LAKE
RESOLUTION # _____

RESOLUTION APPROVING CERTIFICATION TO THE COUNTY FOR DELINQUENT UTILITY ACCOUNTS

WHEREAS, the City of Medicine Lake with partnership with City of Plymouth has determined the rates and charges for utilities; and

WHEREAS, all such sums became delinquent and assessable against the property served under Ordinance 142 and the Joint Powers Agreement between the City of Plymouth and the City of Medicine Lake dated September 8, 2023 and under Minnesota Statutes 444.075, 429.101 and 429.061; and

WHEREAS, an assessment role was prepared setting forth an assessment against each parcel of land served by utility services which remain unpaid at the end of business on October 31, 2025

NOW, THEREFOR, BE IT RESOLVED, by the City Council of the City of Medicine Lake, Minnesota, that the clerk and treasurer is hereby authorized to deliver said certification list to the Auditor of Hennepin County for collection in the same manner as other municipal taxes are collected and payment thereof enforced with an administrative penalty of $27.50 and interest rate of 2.72% per annum is hereby approved.

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative / absent:

APPROVED: October 5, 2026

_____
Chris Heim, Mayor

_____
Attest: Therese Polum, City Clerk

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Medicine Lake, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Medicine Lake City Council on October 5, 2026 with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of _____,_____.

_____
Attest: Therese Polum, City Clerk

JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH
AND
THE CITY OF MEDICINE LAKE

This Agreement ("Agreement") is entered into this 8th day of September, 2023 ("Effective Date") by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("Plymouth") and the **CITY OF MEDICINE LAKE**, a Minnesota municipal corporation ("Medicine Lake") hereinafter referred to individually as a "City" and together as the "Cities."

RECITALS

WHEREAS, Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting cities; and

WHEREAS, the City of Plymouth employs designated staff for water production and distribution; and

WHEREAS, Medicine Lake desires to have Plymouth provide potable water service to Medicine Lake.

NOW, THEREFORE, Plymouth and Medicine Lake agree as follows:

1. **POTABLE WATER SERVICES.** Plymouth will provide potable water service to the City of Medicine Lake as an extension of the City of Plymouth's water system. The City of Plymouth shall own and operate said water system within the limits of the City of Medicine Lake, and the City of Medicine Lake shall adopt all of Plymouth's current potable water codes and ordinances as well as future amendments. The City of Plymouth will be responsible for the annual Minnesota Department of Health Consumer Confidence Reports for water quality and reporting of such for the water system serving Medicine Lake in accordance with all rules and regulations. The City of Plymouth will be responsible for making repairs to the watermain system including the main, fittings, hydrants, gate valves, curb stop boxes, and water services from the main to the curb stop box. The City of Medicine Lake or property owners are responsible for the private service pipes beyond the curb stop box. All repairs to the system will be made using the standard practices of the City of Plymouth. The City of Plymouth will notify residents of emergency water shutoffs. The City of Plymouth in coordination with the City of Medicine Lake is responsible for notifying residents of schedule for hydrant flushing and any planned shutoffs. The City of Plymouth reserves the right to contract water repairs to private utility contractors at their discretion. The City of Plymouth and their contractors working on the water system, inspecting the system (which could include flushing leak detection, televising, etc.), or managing the system do not need a right-of-way permit or permission from the City of Medicine Lake to enter the City Limits to perform related work. The City of Plymouth is not responsible for degradation of other Medicine Lake assets, such as roadways, as a result of repairing the water system per standard Plymouth maintenance practices, however the City of Plymouth shall restore the roadway or affected asset as part of a water repair similar to how it repairs its own roadways or affected assets. Any additional work beyond standard practice, such as restoration with anything other than seed, patching the roadway/driveways beyond the limits of the excavation necessary for the repair, will be the responsibility of Medicine Lake. The City of Plymouth and City of Medicine Lake agree to work in good faith to plan scheduled asset replacements and/or roadway reconstructions together when practical and provide two-year minimum notice for major construction improvements.

2. **EMPLOYEE STATUS.** Plymouth employees working to provide potable water service to Medicine Lake shall remain employees of Plymouth and shall not be deemed employees of Medicine

Lake for any purpose. Plymouth shall maintain all required workers' compensation insurance on such employees.

3. **INDEMNIFICATION.** Each City shall be liable for its own acts and the results thereof to the extent provided by law and each City agrees to defend, indemnify and hold harmless the other (including its officials, employees, volunteers and agents), from any liability , claims, causes of action, judgments, damages, losses costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the other City, anyone directly or indirectly employed by the other City, and/or anyone for whose acts and/or omissions the other City may be liable, in the performance or failure to perform its obligations under this Agreement. Each City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Cities agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the Cities shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

a. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be a deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

b. *Duty to Notify.* Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against that City, its employees, officers, agents, or subcontractors, which arises out of the services contained in this Agreement and should also notify the other City whenever any City has a reasonable basis for believing that the City, and/or its employees, officers, agents or subcontractors, and/or the other City might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

4. **PAYMENT FOR SERVICES**. Medicine Lake shall be responsible for the following charges:

a. All engineering, design, construction, and construction oversight/inspection of the new water system extended into Medicine Lake.

b. Medicine Lake shall pay Plymouth an annual fee of $23,400.00 starting January 1, 2025, to cover annual maintenance operations and a 4% inflator annually thereafter. As homes connect this fee will be reduced proportionately (based on a total of 136 curb stops available for connection) and furthermore, the fee will be eliminated upon 75% of the 136 curb stops being connected to the water system.

c. A water area charge ("WAC") in the amount of $510,000.00 is owed to Plymouth based on 95.5 acres of serviceable area within Medicine Lake. Of this amount, 25% shall be due on January 1, 2025, with the remaining 75% collected with each individual water hookup permit as homes connect to the water system ($2,813.00 per property assuming 136 total curb stop connections). Effective January 1, 2026, and annually thereafter the $2,813 WAC charge per hookup will be adjusted consistent with the annual rate increases set by the Plymouth City Council. As an example, the WAC specific charge at time of connection is as follows:

i. 2025 or before = $2,813.00 (this amount is set)

ii. 2026 = $2,925.00 (assumes a 4% Council adjustment and is subject to change)

iii. 2027 = $3,040.00 (assumes a 4% Council adjustment and is subject to change)

iv. Etc...

d. All other permit fees and building permit costs required as part of the water service connection will be paid by Medicine Lake homeowners upon time of connection when permitted through the City of Plymouth at the Council set rates for that year. This includes but is not limited to the Residential Equivalent Connection Charge (WREC), Water Connection Permit, Plumbing Permit, and Meter Fee.

e. A capital depreciation charge of double the then-current annual maintenance operation fee will be levied annually after 10 years if 75% of the 136 available curb stops are not connected to the water system. The capital depreciation charge shall terminate at such time as seventy-five (75%) of the 136 curb stops connect to the water system.

f. Plymouth shall reimburse the City of Medicine Lake for design and construction of the potable water extension and road work associated with 15th Avenue within the limits of the City of Plymouth. Plymouth shall have the opportunity to review and approve all costs associated with the design and construction of the improvements associated with 15th Avenue.

5. **TERM.** This Agreement is for a period of thirty (30) years (the "Initial Term") from the Effective Date, except that the Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party provides written notice of termination of the Agreement not less than one hundred eighty (180) days before the end of the Initial Term or the end of any Renewal Term.

6. **MINNESOTA GOVERNMENT DATA PRACTICES ACT** (Minn. Stat.Chap.13 and related statutes). All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of the Agreement is governed by the Minnesota Government Data Practices Act (Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

7. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to potable water services. The JPAs related to such entered into between the two parties in July 2011 and April 2022 are hereby terminated.

8. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

9. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

a. Notice to: City of Plymouth
City Manager
3400 Plymouth Boulevard
Plymouth, Minnesota 55447

b. Notice to: City of Medicine Lake
City Clerk
10609 South Shore Drive
Medicine Lake, Minnesota 55441

CITY OF PLYMOUTH

By: Jeffry Wosje (Sep 8, 2023 17:48 CDT)

Jeffry Wosje, Mayor

And:

David Callister, City Manager

CITY OF MEDICINE LAKE

By: _____

Chris Heim, Its Mayor

And: Therese Polum
Therese Polum (Sep 7, 2023 19:26 CDT)

Therese Polum, Its City Clerk

CITY OF MEDICINE LAKE
RESOLUTION # 23- 18

RESOLUTION AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT BETWEEN THE CITY OF MEDICINE LAKE AND THE CITY OF PLYMOUTH FOR POTABLE WATER SERVICE

BE IT RESOLVED by the City Council of the City of Medicine Lake as follows:

WHEREAS, the City of Medicine Lake is requesting potable water service from the City of Plymouth to service the properties within the corporate limits of the City of Medicine Lake; and

WHEREAS, the City of Plymouth has agreed to provide potable water services to the City of Medicine Lake per the terms outlined in the Joint Powers Agreement; and

WHEREAS, state law expressly allows the execution of joint powers agreements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Medicine Lake that the joint powers agreement with the City of Plymouth is conditionally approved pending Councilmember McNaughton and the City Attorney final reviews and the Major and City Clerk are authorized to execute the agreement.

The foregoing resolution was moved by Councilmember Shaffer and seconded by Councilmember Hovey.

The following Councilmembers voted in the affirmative:
Shaffer, Hovey, Heim, McNaughton, Tomczik

The following Councilmembers voted in the negative / absent: none
ADOPTED:

Chris Heim, Mayor

Attest: Therese Polum, City Clerk

August 7, 2023

CITY OF PLYMOUTH

RESOLUTION NO. 2023-221

RESOLUTION AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT BETWEEN THE CITY OF MEDICINE LAKE AND THE CITY OF PLYMOUTH FOR POTABLE WATER SERVICE

WHEREAS, the City of Medicine Lake is requesting potable water service from the City of Plymouth to service the properties within the corporate limits of the City of Medicine Lake; and

WHEREAS, the City of Plymouth has agreed to provide potable water service to the City of Medicine Lake per the terms outlined in the Joint Powers Agreement; and

WHEREAS, state law expressly allows the execution of joint powers agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the joint powers agreement with the City of Medicine Lake is approved and the Mayor and City Manager are authorized to execute the agreement.

APPROVED by the City Council on this 22nd day of August, 2023.

Medicine Lake JPA potable water

Final Audit Report 2023-09-08

Created:	2023-09-06
By:	Lisa Stromberg (lstromberg@plymouthmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa2ksnm-CifOnxGZ9LC2VKLCbUilSZB34

"Medicine Lake JPA potable water" History

Document created by Lisa Stromberg (lstromberg@plymouthmn.gov)
2023-09-06 - 2:35:33 PM GMT

Document emailed to Michael Thompson (mthompson@plymouthmn.gov) for approval
2023-09-06 - 2:40:14 PM GMT

Email viewed by Michael Thompson (mthompson@plymouthmn.gov)
2023-09-06 - 2:41:04 PM GMT

Document approved by Michael Thompson (mthompson@plymouthmn.gov)
Approval Date: 2023-09-06 - 2:43:40 PM GMT - Time Source: server

Document emailed to city_clerk@cityofmedicinelake.com for signature
2023-09-06 - 2:43:41 PM GMT

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2023-09-08 - 0:23:33 AM GMT

Signer city_clerk@cityofmedicinelake.com entered name at signing as Therese Polum
2023-09-08 - 0:26:27 AM GMT

Document e-signed by Therese Polum (city_clerk@cityofmedicinelake.com)
Signature Date: 2023-09-08 - 0:26:29 AM GMT - Time Source: server

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2023-09-08 - 0:26:31 AM GMT

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2023-09-08 - 9:42:09 AM GMT

Signer cheim@cityofmedicinelake.com entered name at signing as CHris Heim
2023-09-08 - 9:43:26 AM GMT

Adobe Acrobat Sign

Document e-signed by CHris Heim (cheim@cityofmedicinelake.com)
Signature Date: 2023-09-08 - 9:43:28 AM GMT - Time Source: server

Document emailed to Dave Callister (dcallister@plymouthmn.gov) for signature
2023-09-08 - 9:43:29 AM GMT

Email viewed by Dave Callister (dcallister@plymouthmn.gov)
2023-09-08 - 3:08:06 PM GMT

Document e-signed by Dave Callister (dcallister@plymouthmn.gov)
Signature Date: 2023-09-08 - 3:09:21 PM GMT - Time Source: server

Document emailed to jwosje@plymouthmn.gov for signature
2023-09-08 - 3:09:23 PM GMT

Email viewed by jwosje@plymouthmn.gov
2023-09-08 - 10:48:30 PM GMT

Signer jwosje@plymouthmn.gov entered name at signing as Jeffry Wosje
2023-09-08 - 10:48:51 PM GMT

Document e-signed by Jeffry Wosje (jwosje@plymouthmn.gov)
Signature Date: 2023-09-08 - 10:48:53 PM GMT - Time Source: server

Agreement completed.
2023-09-08 - 10:48:53 PM GMT

