

**BUDGET & FINANCE COMMITTEE
CITY HALL CONFERENCE ROOM
APRIL 7, 2015
4:45 P.M.**

AGENDA

- I. CALL TO ORDER
- II. CONSENT AGENDA
 - A. Minutes (page)
- III. NEW BUSINESS
 - A. RFP For Auditing Services – July 1, 2015
 - B. RFP For Bonding Company
 - C. 2015 Contracts
 - D. Community Gardens – Water Payments (page 11)
 - E. 2016 Budget
 - 1. Large Purchases/Expenditures – Public Works (page 15)
 - F. Public Works Department – Staffing (page 16)
 - G. Website Upgrade - Jolyn Lindquist, Social Media Specialist will give a verbal report.
 - H. Server Upgrade (page 20)
 - I. Fee Schedule (page 36)
- IV. OLD BUSINESS
 - A. Credit Card Payments (page 46)
 - 1. Incode Discussion
 - 2. Quantum Data Systems
 - B. Security Cameras & Servers – Update
- V. INFORMATIONAL
 - A. Next Meeting – Tuesday, May 5, 2015 at 4:45 p.m.
- VI. ADJOURN

*****Please contact Renee Eckerly if you can't attend the meeting.*****

Voting Members: Jean Soine, Belinda Ludwig, Elliot LaBeau, Neil Herzberg, and Renee Eckerly.

This agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville Budget & Finance Committee. This document does not claim to be complete and is subject to change.

BARRIER FREE: All Paynesville Budget & Finance Committee meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall (320) 243-3714 early, so necessary arrangements can be made.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Budget & Finance Committee

Committee/Council Meeting Date: April 7, 2015

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: II - A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the minutes from the August 21, 2013, February 10, 2014, March 10, 2014, and February 9, 2015 Budget & Finance Committee meetings.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the August 21, 2013, February 10, 2014, March 10, 2014, and February 9, 2015 Budget & Finance Committee meetings.

**MINUTES
SPECIAL BUDGET & FINANCE COMMITTEE**

AUGUST 21, 2013

Jean Soine called the meeting to order at 6:00 p.m. Other members present were Kay McDaniel, Elliot LaBeau, Belinda Ludwig, Finance Specialist.; and Renee Eckerly, City Administrator.

Motion was made by McDaniel to approve the minutes from the July 15, 2013 Budget & Finance Committee meeting. Seconded by Ludwig and unanimously carried.

2014 BUDGET

Eckerly reviewed the 2014 budget that is at 4% with an increase of \$22,552.00.

Motion was made by McDaniel to approve the 2014 Preliminary Budget and recommend such to the City Council. Seconded by Ludwig and unanimously carried.

PURCHASE OF COMPUTERS FOR MOTOR VEHICLE & ADMINISTRATION

The State of MN (MNLARS) and DNR are upgrading their access to the internet based software. The requirements are Internet Explorer version 9 or 10 and an operating system software of Windows Vista SP2, 7 or 8. The other requirement is that everyone must log in individually each time they wait on a customer for data privacy. The State is also requiring that the computer that they provide to take the pictures for driver's license be used for nothing else. With the new requirement, Eckerly would like to add a computer to the front counter to allow faster customer service. There is one computer at the front counter that can be upgraded. There are 4 Administrative computers (Belinda, Melissa, Amber and Jennifer) that will not allow the new requirements and are extremely slow and inefficient.

Eckerly requested to purchase:

- 1 Dell Inspiron All-In-One 20" Touch computer for \$599.99 (Cash Drawer)
- 5 Dell Optiplex 7010 for \$699.00 (Motor Vehicle, Belinda, Amber, Melissa and Jennifer).
- 1 HP LaserJet Pro P1102w Printer for \$99.99 for Jennifer because her current printer will not work with a new computer operating system.

Capital Improvement funds:

- Purchase 3 and a printer from Fund 121 Administration balance as of July 31st \$12,034.79.
- Purchase 1 from Fund 121 Motor Vehicle balance as of July 31st \$27,593.78.
- Purchase 1 from Fund 121 Cable balance as of July 31st \$27,593.78.

Motion was made by LaBeau to approve the purchase of 1 Dell Inspiron All-In-One 20" Touch computer for \$599.99 (Cash Drawer), 5 Dell Optiplex 7010 for \$699.00 (Motor Vehicle, Belinda, Amber, Melissa and Jennifer) and 1 HP LaserJet Pro P1102w Printer for \$99.99 plus sales tax and shipping and to utilize Capital Improvement funds in the total amount of \$4,194.98 and recommend such to the City Council. Seconded by McDaniel and unanimously carried.

There being no further business, the meeting was adjourned at 7:10 p.m.

**MINUTES
BUDGET & FINANCE COMMITTEE**

FEBRUARY 10, 2014

Jean Soine called the meeting to order at 4:45 p.m. Other members present were Kay McDaniel, Elliot LaBeau, Belinda Ludwig, Finance Specialist.; and Renee Eckerly, City Administrator. Paul Wegner, Police Chief and Ron Mergen, Public Works Director were also in attendance.

Motion was made by Ludwig to approve the minutes of the December 9, 2013 Special Budget & Finance Committee meeting. Seconded by McDaniel and unanimously carried.

ELECTION OF OFFICERS

Motion was made by Eckerly to elect Soine as Chairperson; McDaniel as Vice Chairperson; and Eckerly as Secretary. Seconded by Herzberg and unanimously carried.

MEETING SCHEDULE

The Committee consented to set the Budget & Finance Committee meetings for the 2nd Monday of each month at 4:43 p.m.

POLICE DEPARTMENT – USE OF PROJECTED SURPLUS

Wegner explained that as of December 2, 2013, the police department has a projected budget surplus of over \$25,000.00. The department is currently in need of replacing outdated equipment in the department. With this projected surplus the department would like to start replacing the items and establish a depreciation scale for their replacement. The department also faces some mandatory upgrades in 2014 which are required by the state and unbudgeted. These expenses were brought to light after the budget was done.

Items looking to purchase:

- Computers - 2 new office computers with Windows 7 software, upgrade to 1 laptop and 1 office computer to Windows 7 (State requiring upgrade to run their software) (\$1,719.62)
- Squad Camera - Change out current Digital Ally with Watch Guard. Digital Ally Video Manager may have issues running in Windows 7. Camera will be able to transfer to future squads (\$5,000.00)
- Tasers - 2 new tasers. Current X26 tasers purchased in 2005 and 2006. One of the Tasers currently is inoperable. Recommended replacement is 5 years. (\$3,200.00)
- Ammunition - Department does not currently have enough ammunition for 2014 qualification. (\$1,623.00)

Estimates costs for items: \$11,500.00

Based on current and upcoming needs, Wegner would like to have any surplus from the 2013 budget placed into the Police Department Capital Improvement Fund to cover the purchase of the items stated above. All items would be purchased in 2014. Money for 1 computer was put into 2014 budget.

ELECTION JUDGES – WAGES, ETC.

This will be discussed at the next meeting.

STADIUM/GRANDSTAND – FUNDING

This will be discussed at the next meeting.

CONTRACTS

This will be discussed at the next meeting.

There being no further business, the meeting was adjourned at 5:55 p.m.

**MINUTES
BUDGET & FINANCE COMMITTEE**

MARCH 10, 2014

Jean Soine called the meeting to order at 4:30 p.m. Other members present were Kay McDaniel, Elliot LaBeau, Belinda Ludwig, Finance Specialist.; and Renee Eckerly, City Administrator. Ron Mergen, Public Works Director and Paul Wegner, Police Chief were present.

No minutes were presented for approval.

POLICE DEPARTMENT – USE OF PROJECTED SURPLUS

Wegner requested to keep the approximately \$25,000.00 surplus in 2013. Wegner presented a depreciation schedule. Wegner further explained the need to upgrade the operating system on the computers; therefore, a need of two new computers; one for Wegner and one for the officers. The Committee discussed that these transfers are proposed in March after audit is closer.

Wegner also asked that according to Policies & Procedures the surplus was going to go to Capital Improvement and then there would be no transfer in 2014 to Capital Improvement, but use the \$10,000.00 towards the part-time officer.

The Committee discussed not to purchase any computers until Stearns County decides what operating system they are using.

Ammunition – Wegner thought it would come out of Capital Improvement. In the future, it should be included in the budget.

Wegner reviewed his depreciation schedule which starts in 2016 to have \$17,000.00 each year in Capital Improvement budget. The Committee discussed that in budget crunch times Capital Improvement is the first to be cut.

Eckerly reported that Minco has a new quote for two new desktop computer units and a cost to upgrade a desktop and laptop from \$1,719.62 to \$1,577.00.

Motion was made by McDaniel to purchase two work stations from Minco and upgrade one laptop and one desktop in the amount of \$1,577.00 and recommend such to the City Council. Seconded by Ludwig and unanimously carried.

This must be completed in the next 30 days or the Police Department won't be able to get on the BCA software until the upgrade is completed. This is due to Microsoft not supporting XP operating systems.

STEARNS COUNTY SHERIFFS DEPARTMENT

For records management the City is currently paying the County \$1,000.00 per month (\$12,000.00 per year). Wegner has spoken with City Attorney, Bill Spooner regarding doing the records management. The City can't just give this to anyone due to the confidentiality nature of

the job. It was discussed that once the ties are cut with Stearns County there will be no going back to the County. The Committee had mixed discussions about hiring back a Police Department Secretary. It was suggested to piggy back the work with the County to see how much time it takes. Wegner stated that RMS data entry would take an average of 2.5 hours per week depending on the activity level.

ELECTION JUDGES – WAGES, ETC.

The current wage of \$8.50 per hour plus meals has been in place since at least 2008. Eckerly would like to propose a wage increase to \$11.50 with no meals. The potential effect on the 2014 budget would be \$19.50.

History of Election Judge Wages & Food

	Wages	Food	Hours Worked
2008	\$1,912.52	\$275.14	225.00
2010	\$1,636.28	\$280.76	192.50
2012	\$1,646.90	\$235.67	193.75
Totals	\$5,195.70	\$791.57	

Proposal for 2014

	Wages	Food	Hours Worked
2014	2219.5	0	193.00

Effect on 2014 Budget

	Wages	Food	Subtotal	Appr. Over Budget
2014	\$2,000.00	\$200.00	\$2,200.00	\$19.50

Paynesville Township pays \$12.00 per hour for Election Judges with no meals.

Motion was made by LaBeau to approve the wage increase for Election Judges from \$8.50 to \$11.50 per hour and remove all food allowances, effective June 1, 2014 and recommend such to the City Council. Seconded by McDaniel and unanimously carried.

STADIUM/GRANDSTAND – FUNDING

The Committee discussed the request for \$25,000.00 from the Baseball Association. Since the building is not for community wide use there is nothing the City can subsidize like in the past. The Committee tabled this until the next meeting.

CONTRACTS

Frauenshuh & Spooner PA – General Attorney – The Committee questioned what the plan when Bill Spooner retires.

CliftonLarsonAllen – Accounting/Audit – 3 year contract at \$20,900.00 through 2014.

Bennett Office Technologies – IT Support – Eckerly will bring back a plan for support.

Central Minnesota Insurance Agency – Insurance – Eckerly will check and if the agent will stay at 5% or an RFP will be brought back at the next meeting for approval.

Rinke-Noonan Law Firm – Labor Attorney – Eckerly will print out history for the next meeting.
Springsted & Northland Securities – Financial Advisor - The Committee discussed Northland versus Springsted for the position and whether or not there are more choices for financial advisors. This was tabled until the next meeting.

Hockey Association – Compost Site – Approved \$6,500.00 for the same schedule, but add May, June, and October from 6:00 – 8:00 p.m. or dusk. Free public skating is provided and an outdoor rink maintained by the Hockey Association.

Lifeguards - \$2,000.00 to be split three ways between the City, Paynesville Township, and the Lake Association. The Committee would like to increase \$1,000.00 to the City and Township and \$500.00 to the Lake Association effective in 2014.

Sand & Salt Storage – This is a 5 year contract that runs November 1, 2010 through October 31, 2015. This will need to be looked at in the fall of 2014.

Joint Trails Maintenance – The cost was adjusted in 2011 to cost share with Paynesville Township.

Oil Depot – In the 2011 contract, Paynesville Township charges to get rid of filters and the City pays 50% of the costs.

RV Dump – There are little to no expenses.

Veterans Park Mowing – The City reimburses Paynesville Township \$22.50 per hour to mow and trim at the park. This was created in February of 2013. Mergen stated that this is working well.

Bolton & Menk, Inc. – City Engineer – Mergen suggested getting letters from Bolton & Menk, as to the costs of projects so it doesn't appear they have an open checkbook.

D & D Snowplowing – This contract runs November 1, 2013 – March 1, 2014. This is an annual contract which the Public Works Committee also reviews annually. There is a \$1,000.00 per month retainer and \$115.00 per hour fee.

Fuel Master – The airport fuel system is being replaced this spring.

The following were not addressed at this meeting and will be addressed at a future meeting:

Recreational Programs:

After Prom

Historical Society

Paynesville Area Center

Community Education

Tyler Technologies – Financial Software

Townsware – Pet Licensing Software
PermitWorks – Building Permit Software
Incode Online Payments - Update

PROPERTY TAX INFORMATION

The property tax information was reviewed.

NEXT AGENDA

Items for the next meeting will include: Minutes, insurance agent, financial advisor, stadium, staffing and Liquor Store.

There being no further business, the meeting was adjourned.

**MINUTES
BUDGET & FINANCE COMMITTEE**

FEBRUARY 9, 2015

Jean Soine called the meeting to order at 4:30 p.m. Other members present were Neil Herzberg, Elliot LaBeau, Belinda Ludwig, Finance Specialist.; and Renee Eckerly, City Administrator. Paul Wegner, Police Chief was also in attendance.

No meeting minutes available for approval.

ELECTION OF OFFICERS

Motion was made by Eckerly to elect Soine as Chairperson; LaBeau as Vice Chairperson; and Eckerly as Secretary. Seconded by Herzberg and unanimously carried.

MEETING SCHEDULE

Motion was made by Herzberg to set the Budget & Finance Committee meetings for the 1st Tuesday of each month at 4:45 p.m. Seconded by Ludwig and unanimously carried.

POLICE DEPARTMENT - PURCHASE OF 2015 SQUAD CAR

Wegner gave a report on the need for a new squad and recommended another SUV. The radar and camera system has been purchased through a grant. The ability to transfer equipment would not work. The current SUV would be replaced in 2018 as the squads are on a 5 year replacement schedule. The current squad car's condition is okay; however, recently spent \$700.00 for repairs. The sale of the surplus vehicle would be on eBay. Wegner is budgeting \$16,000.00 each year for capital improvement. Nelson Auto is the state contract bidder. Chevy doesn't have an SUV and a Durango is \$30,000.00. It is recommended to stay local for \$37,823.83. In the depreciation schedule a new vehicle is estimated at \$38,000.00. Wegner is also negotiating for an in-car ticket system grant. There is a deadline of February 13, 2015 to order a 2015. The vehicle should be in by May of 2015. Wegner would also use DWI forfeiture funds to help fund the purchase. Last year the Committee reduced the capital improvement transfer from \$16,000.00 to \$11,500.00. The next two new squads will not need new cameras.

Statement of Need:

The Paynesville Police Department is requesting authorization to purchase a new squad car in the first quarter of 2015. The department currently has two squad cars that are used for patrol with the last one being purchased in 2013. That squad car currently has 47,000+ miles on it and the 2010 squad has 107,000+. As stated in the depreciation schedule put out in 2013; 2015 is the next year to replace a squad car. The department currently has a fund balance of over \$68,000.00+ in the Capital Improvement fund not including this year's budgeted transfer. Due to grants and awards from various entities, the department will not need to purchase a camera system and radar as those items have already been purchased. The department would need to purchase a computer for the squad car at this point. The department did receive a matching grant for half of a computer. By purchasing a squad this year, we will not need to purchase another squad car until most likely 2018. This will also provide the department with

two reliable squad cars that can be utilized for patrol purposes if needed and will eliminate concerns if a squad car were to become inoperable.

Recommendations:

Wegner received bids from Yarmon Ford as well as the state contract companies. With Minnesota winters being what they are and the fact that we live in a rural area, Wegner recommends purchasing the Ford Interceptor Utility. The all-wheel drive of the Utility and the additional clearance make it the best option. Wegner has also provided documents related to the industry standard for the vehicle. The Utility has been the dominate vehicle purchased for law enforcement due to the space and function of the vehicle. The sale of the SUV when it is disposed will also bring a higher dollar amount than the sedan. With the Capital Improvement depreciation schedule, Wegner has budgeted \$38,000.00 from Capital Improvement for this squad car.

Wegner asked that the 2010 be sold and all equipment put on surplus with the exception of the radio which will transfer to the new squad. Wegner would like the funds placed into Capital Improvement to off-set the cost of the vehicle.

Current Funds:

\$68,647.82 in Capital Improvement (one vehicle and lawn mower)
\$5,466.14 in Forfeiture Funds (some cash need to be added as well)
Total: \$74,113.96

Ludwig state the currently the Police Department is over budget for 2015. The Committee discussed the need. Wegner feels that the additional mileage will reduce the resale value. The Committee discussed if there are any used vehicles out there. The Committee further discussed the reliability of newer model cars. Wegner stated that the cars get run hard and they start falling apart after 100,000 miles due to running at 100 mph, quick stops and starts, and idle time. It was questioned what would waiting a year accomplish or save by putting the purchase off for a year.

Motion was made by Eckerly to deny the purchase of a 2015 Ford Interceptor Utility and necessary equipment for the vehicle in the amount of \$37,823.83 and recommend such to the City Council.

The motion died for a lack of a second.

The Committee stated that they would like to know the amount of repairs that have incurred in the last year.

Motion was made by Herzberg to approve the purchase of a 2015 Ford Interceptor Utility and necessary equipment for the vehicle in the amount of \$37,823.83 and recommend such to the City Council. Seconded by Eckerly and passed 4:1 (LaBeau, yes; Soine, yes; Ludwig, yes; Herzberg, yes; and Eckerly, no).

NEXT MEETING

The next meeting is scheduled for Tuesday, March 3, 2015 at 4:45 p.m.

There being no further business, the meeting was adjourned at 5:30 p.m.

Date	Pa	Type	Receipt #	Reference	Debits	Cr	Bal
12/02/2014	0043	Bill		10/30-11/29 01/02	6.77		77
10/31/2014	0042	Bill		9/30-10/30 12/01	6.77		77
10/01/2014	0042	Bill		8/29- 9/30 11/03	91.83		83
09/03/2014	0042	Bill		7/30- 8/29 10/03	150.46		46
08/05/2014	0041	Bill		6/30- 7/30 09/05	211.35		35
07/03/2014	0041	Bill		5/30- 6/30 08/04	138.69		69
06/03/2014	0041	Bill		4/30- 5/30 07/03	62.66		66
05/06/2014	0040	Bill		3/31- 4/30 06/06	6.77		77
04/11/2014	0040	Bill		2/28- 3/31 05/12	6.77		77
03/04/2014	0040	Bill		1/31- 2/28 04/04	6.77		77
02/03/2014	0039	Bill		12/31- 1/31 03/03	6.77		77
12/31/2013	0039	Bill		11/29-12/31 02/03	6.77		77
12/03/2013	0039	Bill		10/30-11/29 01/03	6.77		77
11/01/2013	0038	Bill		9/30-10/30 12/02	6.77		77
10/01/2013	0038	Bill		8/31- 9/30 11/01	103.00		00
09/04/2013	0037	Bill		7/31- 8/31 10/04	178.53		53
08/01/2013	0037	Bill		6/30- 7/31 09/03	166.73		73
07/03/2013	0037	Bill		5/31- 6/30 08/05	98.65		65
05/31/2013	0036	Bill		4/30- 5/31 07/01	41.20		20
05/01/2013	0036	Bill		3/31- 4/30 06/03	6.77		77
04/02/2013	0036	Bill		2/28- 3/31 05/02	6.77		77
03/04/2013	0035	Bill		1/30- 2/28 04/04	6.77		77
02/05/2013	0035	Bill		12/31- 1/30 03/05	6.77		77
01/07/2013	0035	Bill		11/30-12/31 02/07	6.77		77
12/04/2012	0035	Bill		10/31-11/30 01/04	6.77		77
11/01/2012	0034	Bill		9/30-10/31 12/03	6.77		77
10/01/2012	0034	Bill		8/31- 9/30 11/01	158.21		21
09/04/2012	0034	Bill		7/30- 8/31 10/04	177.02		02
08/01/2012	0033	Bill		6/30- 7/30 09/04	319.66		66
07/02/2012	0033	Bill		5/31- 6/30 08/02	909.84		84
06/04/2012	0033	Bill		4/30- 5/31 07/05	230.29		29
05/02/2012	0032	Bill		3/31- 4/30 06/04	6.77		77
04/02/2012	0032	Bill		2/15- 3/31 05/02	6.77		77
02/29/2012	0032	Bill		1/16- 2/15 03/29	6.77		77
01/31/2012	0031	Bill		12/17- 1/16 03/01	6.77		77
12/30/2011	0031	Bill		11/17-12/17 02/01	6.06		06
11/30/2011	0031	Bill		10/18-11/17 12/30	6.06		06
11/04/2011	0031	Bill		9/18-10/18 12/05	6.06		06
10/05/2011	0030	Bill		8/19- 9/18 11/07	260.35		35
09/06/2011	0030	Bill		7/20- 8/19 10/06	286.30		30
08/02/2011	0030	Bill		6/20- 7/20 09/02	249.98		98
07/07/2011	0029	Bill		5/21- 6/20 08/08	223.33		33
06/09/2011	0029	Bill		4/21- 5/21 07/11	73.17		17
05/02/2011	0028	Bill		3/22- 4/21 06/02	6.06		06
04/05/2011	0028	Bill		2/20- 3/22 05/05	6.06		06
03/08/2011	0028	Bill		1/21- 2/20 04/08	6.06		06
02/01/2011	0028	Bill		12/22- 1/21 03/01	6.06		06
01/05/2011	0027	Bill		11/22-12/22 02/07	5.34		34
12/01/2010	0027	Bill		10/23-11/22 01/03	5.34		34
11/01/2010	0027	Bill		9/23-10/23 12/01	5.34		34
10/01/2010	0026	Bill		8/24- 9/23 11/01	5.34		34
09/01/2010	0026	Bill		7/25- 8/24 10/01	102.36		36
08/04/2010	0026	Bill		6/25- 7/25 09/07	232.93		93
07/06/2010	0025	Bill		5/26- 6/25 08/06	234.89		89
06/01/2010	0025	Bill		4/26- 5/26 07/01	45.08		08
05/03/2010	0025	Bill		3/27- 4/26 06/03	5.34		34
04/02/2010	0024	Bill		2/25- 3/27 05/03	5.34		34

03/03/2010	0024	Bill		1/26- 2/25 04/05	5.34		34
02/01/2010	0024	Bill		12/27- 1/26 03/01	5.34		34
01/06/2010	0024	Bill		11/27-12/27 02/08	15.50		50
12/04/2009	0023	Bill		10/28-11/27 01/04	15.50		50
11/02/2009	0023	Bill		9/28-10/28 12/02	15.50		50
10/01/2009	0023	Bill		8/29- 9/28 11/02	122.49		49
09/02/2009	0022	Bill		7/30- 8/29 10/02	121.82		82
08/03/2009	0022	Bill		6/30- 7/30 09/03	159.79		79
07/06/2009	0022	Bill		5/31- 6/30 08/06	139.10		10
06/03/2009	0022	Bill		4/30- 5/31 1ST BILL	304.83		83

Garden Club reimbursed the City
 \$848.03 on 12/31/09 for water use

COMMUNITY GARDENS

City Council August 22, 2007

A letter from Kathy Olmscheid, Secretary of the Community Gardens requesting the City to continue to provide water to the gardens at no cost for 2008. The City currently pays for the water (\$350.00 to date) and the portable toilet. The garden plots are \$20.00 per plot and monies are used for improvements.

Motion was made by Bertram to continue to provide water for Community Gardens for 2008. Seconded by Lindquist and unanimously carried.

CITY PROPERTY/LIABILITY INSURANCE

We received the notice of premium for the city's property/liability insurance. The amount due for the period 7/1/07-7/1/08 is \$79,541.00. Last year the City paid \$68,507.00. The increase is due to a land and building evaluation audit. It was suggested to invite Rick Paul to the next meeting to explain the increase; including history of amounts paid. Mergen mentioned that there is a 3% increase every year and then every 3 – 5 years an audit is performed.

Motion was made by Beavers to approve payment to LMCIT for the 2007/2008 City Property/Liability Insurance in the amount of \$79,541.00. Seconded by Bertram and unanimously carried.

MN DEPUTY REGISTRAR'S ASSOCIATION ANNUAL MEETING

Alice McColley and Belinda Ludwig are interested in attending the MN Deputy Registrar's Association Annual Meeting on September 14, 2007 in St. Cloud, MN. The registration fee is \$20.00 per person.

Motion was made by Bertram to approve the attendance of Alice McColley and Belinda Ludwig to the MN Deputy Registrar's Association Annual Meeting and the Motor Vehicle and Driver's License divisions of City Hall will remain open. Seconded by Lindquist and unanimously carried.

PERSONNEL - STEP INCREASE – CITY ADMINISTRATOR

Renee Eckerly, City Administrator, has successfully completed her annual performance review. Renee is eligible for a step increase from Grade 18, Step 4 (\$25.38) to Grade 18, Step 5 (\$26.26) effective 7/24/2007.

The Policies and Procedures Committee has reviewed this and recommends approval.

It was noted that the figures were incorrect and should be calculated at 2340 hours with a salary of \$54,631.04.

Motion was made by Bertram to approve step increase for Renee Eckerly from Grade 18, Step 4 (\$22.56) to Grade 18, Step 5 (\$23.35) effective 7/24/2007. Seconded by Beavers and unanimously carried.

STANG VARIANCE

Steve Stang has submitted a Variance Request for 803 Washburne Ave. He would like to construct a storage shed 3ft off Koronis Ct right of way and 3ft off his south property

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TEMPORARY STREET CLOSING REQUEST – ROBERT MCDANIEL

Robert McDaniel has submitted a Temporary Street Closing Application to close James St. from Augusta Ave. east to the alley between the old Zap Leather building and Corner Drug from 9:00 a.m. to 3:00 p.m. on Sunday November 18, 2007 for a marshmallow roast.

Chief of Police Kent Kortlever has reviewed this request and according to the City Ordinance open fire pits are not permitted on streets, sidewalks, or other public places. Mr. McDaniel understands that the marshmallow roast is not being approved with this street closing request. Chief Kortlever has approved the street closing request with the understanding that all barricades must be placed on James St. at August Ave. and at the alley. All barricades must be removed immediately after the event. Individuals will need to make arrangements with the Public Works Department for signage and barricades prior to the event.

Fire Chief, Jack Winter has reviewed the request and approved it with the understanding that Mr. McDaniel complies with the City Ordinances.

Motion was made by Soine to approve the Temporary Street Closing request submitted by Robert McDaniel on Sunday, November 18, 2007. Seconded by Bertram and unanimously carried.

COMMUNITY GARDENS *City Council November 17, 2007*

The Council reviewed the thank you and written request for additional land for more garden plots (allowing 9 additional plots). The gardens are located near the BMX park. Mergen stated that the gardens went over very well last year.

Motion was made by Bertram to allow the Community gardens to expand the garden area an additional 60 feet to the east. Seconded by Lindquist and unanimously carried.

STREET LIGHT FEE

It is being proposed to set a \$2.00 street light fee that would be incorporated onto each water bill. It has been suggested to set a public hearing to notify the public of such fee. The public hearing could be set for December 12, 2007 at 6:45 p.m. and a resolution would be considered this same evening setting the fee.

There was some discussion on establishing this type of fee instead of a franchise fee. This fee will bring in an estimated \$8,000.00 to off-set the \$32,000.00 of annual street lighting expenses.

Motion was made by Soine to set a Street Light Fee Public Hearing for Wednesday, December 12, 2007 at 6:45 p.m. Seconded by Lindquist and unanimously carried.

3-DAY MUSIC FEST

Eckerly stated that Nathan Bork called and indicated that the festival will happen, but not in the City limits, due to the camping restrictions. No action was needed at this time. He will be in at a later date to request additional police protection. Lindquist expressed concern

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variance off both the rear and side property lines. The Planning Commission has reviewed this and recommends approval.

Motion was made by Bertram to set the Clawson Variance Public Hearing for July 8, 2009 at 6:30 p.m. Seconded by Beavers and unanimously carried.

REQUEST FOR EXPANSION OF COMMUNITY GARDENS *City Council June 10, 2009*

A letter from the Paynesville Community Gardens requesting an expansion of the gardens was presented. The Park & Tree Board has reviewed this and recommends approval. Mergen explained that this is the second expansion as there are nine individuals on a waiting list. The Club has helped the City by volunteering to varnish all boards (a savings of \$2,000.00). The water usage was questioned. Mergen explained that with the expansion, it will require more water (10-15%); however the water usage will be watched and reduced.

Motion was made by Zimmerman to approve the expansion of the Community Gardens. Seconded by Bertram and unanimously carried.

ALCOHOL AT VETERANS PARK SHELTER

The Park & Tree Board is recommending that alcohol be allowed at Veteran's Park within a specific area (not on the beach side of the road). If the Council wishes to allow alcohol the ordinance has to be amended. Mergen reported that the Board had a lengthy discussion for and against allowing alcohol. Zimmerman commented that he was not in favor of allowing alcohol. Soine reported from the Board meeting that the alcohol use area would be signed and fenced. Kortlever stated that the Police Department may receive more call (assaults, domestics, out of control), but the department receives those calls now. On the other hand; if alcohol is allowed the facility may be used more or bring alcohol anyway. It was stated that the intent of the structure is for families and kids; does the City want families to deal with potential alcohol activities. It was stated that a permit must be obtained to have alcohol at the facility. Kortlever also suggested that no glass bottles be allowed. Currently alcohol is prohibited in all parks; so the ordinance would have to be amended to allow alcohol. It was noted that other communities allow alcohol at park facilities. It was suggested to try allowing alcohol for one season and readdress it next year. Welling asked a number of questions related to the rental agreement that is being drafted. It was suggested to include a place to check on the rental agreement that alcohol will be present.

Motion was made by Bertram to try allowing alcohol for the 2009 park season

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2016 major purchases

1. Add a full time Public works employee
2. Addition to or shop expansion estimated cost \$ 80,000.00

Public Works staffing Analysis

2014 staffing

- Full time
 1. Ron
 2. Bob
 3. Lee
 4. Brad
- Part time
 1. John March – Nov
 2. Neil (67 days)
 3. Dave (67 days)

2015 staffing Asking for

- Full time
 1. Ron
 2. Bob
 3. Lee One of Full time employee (Part time building inspector)
 4. Brad)
- Part time
 1. John March- Nov \$12.07 1120 hr \$14,415.00
 - New position 2. Part time Dave March – Nov 32hr week Dec – Feb 8Hr week 1320 Hr \$11.71 \$ 15,500.00
 3. Part time (67 days) \$8.50 \$ 4556.00
 4. Part time (67 days) \$8.50 \$ 4556.00

Note ** we would utilize the funds from the part building inspector to pay for the added part time employee.

Also at Renee's discretion hire 1 or 2 high school students to replace the STS Program.

Listed below are many of our daily tasks and duties, with the rehab of the wastewater & water systems it is now more time consuming, not less like we had anticipated.

Sewer

Main lift, Aeration pond, ponds, small lifts,

- Daily checks on pumps, blowers, monitoring DO, etc
- Small lift stations, daily checks and repairs as needed.
- Sewer camera, on average we camera 3-4 residents per month.
- Mowing ponds
- Gas monitor calibration
- Pump calibrations

- Sewer jetting
- Generator inspections and test operations
- Wastewater sampling, Retention basin, Monitoring wells, AMPI, Master mark, Tile line, Ponds, Aeration pond
- D/O PH meter calibration
- Pond checks and operation
- Spraying and weed control around ponds
- Emergency sewer back ups
- Monthly PM & Safety checks
- Lake Henry contract operation
- Mowing interceptor line
- Pond wind power mixers
- Blading pond dikes

Irrigation

Center pivots 13 systems and pump station

- Spring checks and start up
- General operation, this takes one person May – Oct.
- Repairs, gear boxes, tires, controls, etc.
- Winterizing the system.
- Monthly PM & Safety checks
- Soil sampling
- Rocking wheel tracks to prevent the unit for getting stuck
- Cleaning spray nozzles

Water

- Water plant operation, daily analysis, back wash, changing cl2 tanks, KmNo4, fluoride, etc.
- Dept. of Health Bac-t, Fluoride, etc. sampling
- Meter reading
- Meter repairs & change outs
- Hydrant flushing
- Hydrant repairs, lubing, painting, pressure testing.
- Water turn on's & off's
- Locating, Gopher state one calls
- Inspection on new & repair installations.
- Turn Valves
- Water freeze ups
- Monthly PM & Safety checks

Streets

- Street sweeping
- Street patching
- Street painting
- Crack sealing
- Seal coating
- Maintenance of storm water ponds
- Tree trimming and removal of Blvd's trees
- Vehicle and equipment maintenance
- Street signage maintenance and repairs
- Blading alleys
- Sidewalk inspection & Repair
- Install, take down Christmas lights, and banners
- Cleaning catch basins after rain events
- Storm sewer jetting
- Fall, catch basin cleaning- sucking leaves out, 3 day job

Parks & Beach

- Mowing of all parks
- Daily, open and cleaning of all restrooms
- Set up sprinkler systems, Gazebo, Community, Veterans and Soccer field
- Install boat landing
- Install raft and docks and repairs
- Fertilizing and spraying
- Daily cleaning of park grounds & vandalism repairs
- Tree planting, trimming and removals, mulching, etc
- Mowing Library & City Hall
- Painting picnic tables, benches, shelters & equipment
- RV Dump
- Set up and winterize Splash Pad
- Downtown restroom, Daily TLC
- Downtown Puffs, set up sprinklers, repairs and winterize
- Watering trees
- BMX track repairs

Compost

- Rotate compost piles
- Maintain site grounds
- Inspect piles for debris
- Fall leaf pick up
- Christmas tree collection

Airport

- Buildings and ground maintenance
- Monthly PM & Safety checks
- Fuel system M & R
- Bimonthly checks
- Storm water sampling
- Courtesy Car
- Mowing and weed control

City Hall & Library

- Daily cleaning at Library
- Weekly cleaning at City Hall
- Set up sprinkler systems
- Building M & R
- Emergency service sirens repairs

Ice & Snow

- Snow events, cleaning downtown sidewalks and streets, parking lots, cul de sacs
- Equipment repairs, 3 snow blowers, tractor, dump truck
- Sanding streets
- Install and remove snow fencing
- Jetting frozen catch basin and storm lines
- Cleaning – blowing alley's

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Budget & Finance Committee

Committee/Council Meeting Date: April 7, 2015

Agenda Section: New Business

Originating Department: Administration

Item Number: III - H

ITEM DESCRIPTION: Server Upgrade

Prepared by: Staff

COMMENTS:

Renee Eckerly will give a verbal report. Please review the attached server upgrade quote from Marco in the amount of \$25,529.00. Optimum Communications Corp will also be submitting a quote; that quote will be distributed at the meeting. Fuds for this upgrade will come from multiple Capital Improvement accounts.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

A motion to _____.

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STATEMENT OF WORK

City of Paynesville Server Upgrade

Prepared For:

Client Name: Renee Eckerly
Company Name: CITY OF PAYNESVILLE
Address: 221 WASHBURNE AVE
PAYNESVILLE, MN 56362
Phone: 320-243-3714
Email: renee@paynesvillemn.com
Date: 04/01/2015

Prepared By:

Technology Advisor: Adam Schefers
Phone: 320-650-1879
Email: adam.t.schefers@marconet.com
Web: www.marconet.com

Document Number: SOW8894

Marco can help you apply

network technology to

voice communications,

data networking,

audio/video systems, and

print and document

management solutions.



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marco

About this Statement of Work (SOW)

This Statement of Work (SOW) outlines the products (if applicable), services, and deliverables that Marco will provide to Customer (hereafter referred to as "CITY OF PAYNESVILLE") for this project. In addition, this SOW outlines the roles and responsibilities of Marco and CITY OF PAYNESVILLE during this review and the key dependencies upon which this SOW is based. The SOW is valid for 90 days.

Marco will work closely with CITY OF PAYNESVILLE on a consultative basis to optimize the success of the engagement. Any requested changes to this statement of work will be accommodated according to the change management process outlined below.

Current Situation

City of Paynesville currently has out of warranty Dell Servers with Windows 2008 and Exchange. They also have an outdated switch needing replacement. They are looking to upgrade to new equipment.

Desired Outcome

- Install new IBM Server
- Load VMware
- Build Terminal Server
- Copy Data to new Server
- Install new Switch

Description of Services and Deliverables

Outlined below is a complete description of all services that will be provided by Marco. Marco certified systems engineers will perform all work according to Marco guidelines.

Server

- Assemble Server and update to latest firmware's
 - Register and apply Advance IMM license
 - Configure IMM IP address and authentication
 - Create 5 Disk RAID5 array with a Hotspare
- Install VMWare to the USB stick
 - Apply license
 - Configure vSwitch and datastore
 - Create (4) VM's and assign resources
- DC:
 - Load Server 2012 R2 and patch to latest
 - Install VMWare tools and join the domain
 - Prep the forest/domain for Server 2012 R2
 - Install DC Role and migrate the DHCP/FSMO/DNS roles
 - Migrate current shares
 - Update login scripts and GPO's
 - Install RDS license role
 - Register and activate licenses
 - **Note:** Current SBS 2008 Server and users are not utilizing SharePoint or Remote Workspace so they will not be migrated to the new hardware.
- Exchange:
 - Load Server 2012 R2 and patch to latest

- Install VMWare tools and join the domain
- Prep the forest/domain for Exchange 2013
- Install Exchange 2013 prerequisites, Exchange 2013 and patch to latest
- Configure connectors, mail stores, and install Godaddy certificate
- Migrate (15) mailbox's and public folders
- Work with MMS on patching the current Exchange 2007 to a minimum of SP3 RU10 and installing any needed patches for current Outlook installs.
- Adjust firewall rules for incoming mail flow
- Server2:
 - P2V current server and adjust assigned resources as needed
 - **Note:** SOW/SOP labor estimate includes (2) attempts at doing the P2V, if determined a P2V cannot be completed a change order may be needed to complete a full migration.
 - Remove previous hardware applications/clean up
 - Install VMWare tools and configure NIC
 - Power down physical server
- RDS:
 - Load Server 2008 R2 and patch to latest
 - Install VMWare tools and join the domain
 - Install RDS Session host role and configure
 - Install current Office2007 license
 - Install Incode Client
 - **Note:** If additional applications are desired to be installed a change order may be needed.
 - Configure (2) named users
- Previous Servers:
 - Remove Exchange 2007 from the domain
 - Demote as a Domain controller and remove from the domain
 - Power down and remove from the rack
- Work with MMS installing the Labtec and Vipre Antivirus agents and cleaning up previous servers
- Work with MMS on updating the Axcient backup jobs

Switch

- Update (1) HP 2920 switch to the latest OS
 - Review current Netgear switch and migrate
- Review (2) current HP 1810 switch's
 - Set management IP address and authentication
 - Setup (2) port LACP trunk to the 2920 switch

Other Considerations:

- All work to be performed during Marco's normal business hours. Monday thru Friday, 8:00AM to 5:00PM. If after hours work is desired a change order may be needed.
- Current UPS will remain in operation. Marco recommends replacing with a unit that has a network module to allow proper shutdown of the servers if a power outage occurs.

Marco provides a 30-day labor warranty for system workmanship and programming related to the outlined Statement of Work tasks. Programming changes required due to customer adjustment of the system would not be covered. Product warranty is provided directly by the manufacturer. The Marco service warranty period will begin on the first day after cutover of new services.

Schedule of Products (if applicable)

Please refer to the attached **SOW Schedule of Products**. This only includes items that have been purchased through Marco and that will be installed by the Marco installation team upon arrival.

Schedule of Services

Services for this project will be billed at the predetermined rates per the schedule of products.

Changes or additions to project will be billed upon completion.

Facilities

If applicable, CITY OF PAYNESVILLE will provide full access to all premises as needed by Marco to perform its responsibilities under this SOW. Any refusal of access shall relieve Marco of its performance obligations and the assessment schedule shall be revised to reflect the delay. CITY OF PAYNESVILLE will also provide a suitable work area for Marco personnel.

When and where applicable, Marco will configure remote access to CITY OF PAYNESVILLE's network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this SOW in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created. Marco will communicate with CITY OF PAYNESVILLE prior to client network access for any non-support ticket remote access needs.

Change Management

Marco will review changes, to this statement of work, that are requested by CITY OF PAYNESVILLE. As part of this review, Marco will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

Marco will incorporate the change into the project schedule and scope of work upon receipt of the CITY OF PAYNESVILLE signed Change Order. Changes requested can affect the implementation schedule and services price quoted. As a result, Marco will not implement any change without a Change Order authorized by CITY OF PAYNESVILLE and accepted by Marco.

Change and Addition Pricing

Any changes or additions to this Statement of Work, requested by CITY OF PAYNESVILLE, will be priced according to the prevailing rate or if requested by CITY OF PAYNESVILLE, separately quoted before the change or addition is made.

Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions of the Marco Product and Services Agreement dated 3/30/2015, executed by and between CITY OF PAYNESVILLE and Marco.

This Statement of Work (SOW) is subject to the following terms and conditions:

- Marco shall not be responsible for any delays that result from incomplete or inaccurate information supplied by CITY OF PAYNESVILLE.
- Any work performed by Marco that is not listed in this scope of work or which is required to assist CITY OF PAYNESVILLE with the completion of this project will be subject to the change

management process described above.

- Marco shall not be responsible for any failure of equipment or network service resulting from any CITY OF PAYNESVILLE supplied equipment.

Returns

Pre-authorization is required for all returns. If you are not satisfied with your purchase, please follow the guidelines below to request approval for a return. Product(s) must be returned to Marco within 15 calendar days of purchase date provided the following criteria are met:

1. Product(s) must be in resalable condition and not damaged. Product(s) must be complete and in manufacturer's original packaging, with no visible damage (i.e., rips, tears, compressions, holes or dents). All seals and packaging tape of manufacturer's packaging must be unbroken. There must be no markings or writing on manufacturer's packaging. There must be no stickers, other than the shipping label, on manufacturer's packaging. Product(s) found not to be in resalable condition will be subject to a restocking fee and /or denial of credit.
2. Special or custom orders are non-returnable.
3. Product(s) may be subject to restocking fees.
4. Product(s) that have been installed will be individually reviewed and may be subject to restocking fees, a refusal of return, no credit for the installation and delivery charges, and/or added fees for pick up.
5. Please request your Marco RMA by one of the following:
 - Website: www.marconet.com (online services)
 - Email: returns@marconet.com
 - Phone: 1.800.892.8548 (ask for Returns Department)

Payment Terms

Payment terms are net 30 days from date of invoice. For orders over \$25,000, we require twenty-five percent down at time of order, sixty-five percent at time of delivery, and ten percent may be held for performance. A 3% surcharge applies to all credit card payments.

Notice to Proceed

Execution of this Statement of Work (SOW) by CITY OF PAYNESVILLE shall constitute notice to Marco to proceed with the project described in this SOW.

NOTE: Scheduling action cannot be finalized until your concurrence with the SOW has been returned to this office. Any delay at this time can incur a delay in the installation of your programmed facility.

Signed SOW ("ACCEPTANCE SIGNATURES:" section) may be FAXED to 320.259.3087, 651.636.2855 or 800.847.3087; EMAILED to projectmanagers@marconet.com or MAILED to:

Brian Klocker
Project Management Office
Marco
4510 Heatherwood Rd
St. Cloud, MN 56301

Acceptance Signatures (pre-authorization of project scope and services)

Renee Eckerly
CITY OF PAYNESVILLE

Date

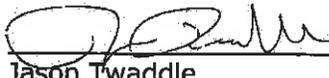

Adam Schefers
Marco Account Representative

04/01/2015

Date

Jeff Thompson
CITY OF PAYNESVILLE

Date


Jason Twaddle
Marco Systems Engineer

04/01/2015

Next Steps

Upon receipt of this notice and confirmation of purchase order receipt, Marco will initiate the following "next steps":

1. Contact CITY OF PAYNESVILLE to schedule installation dates and introduce a Marco Project Manager (if applicable).
2. Assign trained and certified technical resources following confirmation of scheduled dates. These resources will ensure successful completion of tasks as detailed in this SOW.
3. Schedule a Project Kick-off Meeting/Conference call with CITY OF PAYNESVILLE and END USER (if applicable). During this meeting, Marco will introduce the assessment team, work with CITY OF PAYNESVILLE to develop a detailed project schedule, set project milestones and discuss all aspects of this assessment. The Kick-off will provide an opportunity for Marco and END USER to address any outstanding questions or areas of concern. In addition, begin work according to this statement of work and the agreed schedule.

4. Customer Requests at Time of Installation:

Any customer requests for changes in products or services that are not listed in this scope of work will be reviewed for applicable impact in scheduling and pricing. Customer acknowledges with its initials, it has requested the following change(s) to this scope of work at the time of installation:

Customer Initials	Technician Initials	Description of changes:
1) _____	_____	_____ _____
2) _____	_____	_____ _____
3) _____	_____	_____ _____

SOW Completion Process

Once all tasks detailed in the Statement of Work Services and Deliverables section have been completed, Marco will consider the project complete and the customer will be notified of project closure.

SOW Schedule of Products

Job #



Date: 03/20/15
 Proposal #: MARQ127566

Voice: 800.892.8548 | Fax: 800.847.3087

Client: CITY OF PAYNESVILLE
 Renee Eckerly
 221 WASHBURNE AVE
 PAYNESVILLE, MN 56362
 USA

Phone: 320-243-3714

Email: renee@paynesvillemn.com

Qty	Description	Duration	Unit Price	Ext. Price
IBM x3650 M4 Server				
1	IBM System x x3650 M4 2U Rack Server - 1 x Intel Xeon E5-2670 v2 2.50 GHz - 2 Processor Support - 6 x 600 GB Hard Drive - 96 GB Standard - Serial ATA/600 RAID Supported - 6Gb/s SAS Controller - Gigabit Ethernet - RAID Level: 0, 1, 1+0 - 750 W - Redundant fans / Power - VMware USB Key - Integrated Management Module - 3 Year Warranty		\$8,411.00	\$8,411.00
Microsoft Server/Exchange Licenses				
2	Microsoft Windows Server 2012 R2 License - 2 processors		\$883.00	\$1,766.00
15	Microsoft Windows Server 2012 License - 1 user CAL		\$34.00	\$510.00
2	Microsoft Windows Remote Desktop Services 2012 - License - 1 User CAL - Volume - MOLP: Open Business - PC - Single Language		\$117.00	\$234.00
1	Microsoft Exchange Server 2013 Standard License - 1 server		\$708.00	\$708.00
15	Microsoft Exchange Server 2013 Standard License - 1 user CAL		\$78.00	\$1,170.00
VMware Essentials				
1	VMware vSphere Essentials Bundle - v. 5.0 license - 3 hosts - up to 2 processors per host		\$495.00	\$495.00
1	VMware vSphere Essentials Kit v. 5 subscription license 1 year		\$65.00	\$65.00

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Qty	Description	Duration	Unit Price	Ext. Price
	HP Switch			
1	HP 2920-24G-POE+ Switch - 20 Ports - Manageable - 20 x POE+ - 7 x Expansion Slots - 10/100/1000Base-T - PoE Ports - Rack-mountable - Lifetime Warranty		\$1,756.00	\$1,756.00
	HP 19" Monitor			
1	HP Business P19A 19" LED LCD Monitor - 5:4 - 5 ms - Adjustable Display Angle - 1280 x 1024 - 16.7 Million Colors - 250 Nit - 1,000,000:1 - SXGA - VGA - 25 W - Black - ENERGY STAR, EPEAT Gold, TCO Certified Displays, China Energy Label (CEL), CECP		\$179.00	\$179.00
	UCC			
1	GODADDY.COM UCC SSL UP TO 5 DOMAINS 3 YEARS (EDI)		\$675.00	\$675.00
	Marco Professional Services			
	Installation & Configuration (ESTIMATE ONLY) - Professional Services to be billed at time and material.		\$9,560.00	\$9,560.00
			Subtotal	\$25,529.00
			Shipping	\$0.00
			Tax	\$0.00
			Total	\$25,529.00

Tax and/or shipping may be charged where applicable.

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Minnesota, Wisconsin, North Dakota, South Dakota, Iowa, and Illinois.

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THIS PRODUCT AND SERVICES AGREEMENT (the "Agreement"), is made and entered into on 3/30/2015, by and between **MARCO, INC.** ("Marco") and CITY OF PAYNESVILLE ("Customer").

RECITALS

Customer desires to procure certain products and services from Marco; and Marco desires to provide such product and services to Customer on the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Marco agree as follows:

1. Services:

- 1.1** This Agreement applies to the purchase of all Product and Services (collectively, the "Services") ordered by Customer from Marco. Marco and Customer agree that the Services to be provided by Marco to Customer shall be (i) described in attachments which are executed from time to time by both parties and annexed to this Agreement (the "Attachments"); and (ii) provided in accordance with the provisions of this Agreement. Each Attachment shall contain, as appropriate, a description of the particular Services purchased by Customer; any specifications, warranties, performance or reliability standards and implementation schedules for the Services; and the fees and charges for the Services. Each Attachment may include such additional terms and conditions as mutually agreed to between the parties.
- 1.2** Marco is acting only as a reseller or licensor of any hardware, software and equipment (collectively, the "Equipment") offered under this Agreement that was manufactured by a third party. Marco shall have no responsibility or liability for any malfunction or defects of Equipment either sold, licensed or provided by Marco to or purchased directly by Customer used in connection with the Services. Marco shall make reasonable attempts to replace, repair or correct any such defects of equipment and to inform Customer of such defects, the correction procedure being implemented, and the costs to Customer of such corrective procedure. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of the Equipment is limited to those rights extended to the Customer by the manufacturer, or extended to Marco by the manufacturer and assigned by Marco to Customer, in connection with this Agreement.
- 1.3** Customer is entitled to use any Equipment supplied by Marco only in connection with Customer's permitted use of the Services. Customer shall use Customer's best efforts to protect and keep confidential all intellectual property provided by Marco to Customer through any Equipment and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Equipment, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

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- 1.4** In the event that Marco provides Equipment for use by Customer free of charge during the term of this Agreement, upon the termination of this Agreement for any reason, Customer, at Customer's election, may:
- Purchase the Equipment at the rate of seventy five percent (75%) of its original retail value; or
 - Return, at Customer's cost, the Equipment to Marco in the same condition as furnished to Customer, excepting normal wear and tear.

2. Billing and Payment:

- 2.1** Customer shall pay the fees and other charges for each Service as set forth in the particular Attachment relating to such Service.
- 2.2** Additional charges shall be imposed by Marco and paid by Customer for: (i) hours of service provided by Marco for matters other than those for which Marco is responsible for in connection with the Service, as described in this Attachment; and (ii) any changes to the scope of any project, or other specialized services requested by the Customer.
- 2.3** With respect to continuing Services, unless otherwise provided, Marco reserves the right to change rates by notifying Customer sixty (60) days in advance of the effective date of the change.
- 2.4** Customer shall pay a late payment charge equal to one and one-half percent (1.5%) (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due ("Due Date"). Accounts unpaid after the Due Date may have service suspended or terminated. Such suspension or termination shall not relieve Customer of Customer's obligation to pay the fee due for Services rendered.
- 2.5** Customer shall pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services and the sale of hardware, software or equipment to Customer.

3. Term and Termination:

- 3.1** This Agreement shall become effective on the date set forth at the beginning of the Agreement and shall continue in full force and effect until terminated by either party pursuant to this Section 3.
- 3.2** This Agreement may be terminated immediately under presence of one or more of the following conditions: (i) by the non-breaching party in the event the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after written notification of such breach; (ii) by the non-breaching party if the other party violates the confidentiality restrictions contained in this Agreement; or (iii) by the non-filing party if the other party files a petition for reorganization, protection from creditors, or otherwise under the bankruptcy laws or laws of any jurisdiction or is adjudicated bankrupt and which is not dismissed or cured within ninety (90) days. Upon termination or expiration of this Agreement pursuant to this Section 3.2, any license and associated rights granted to Customer by Marco will expire automatically and Customer shall promptly return to Marco or destroy any of Marco's Confidential Information, as defined in Section 6, and copies thereof in Customer's possession; and, Marco shall promptly return to Customer or destroy any of Customer's Confidential Information and copies thereof in Marco's possession.
- 3.3** Notwithstanding anything to the contrary, Customer may terminate this Agreement without cause at any time by providing Marco with ninety (90) days written notice of such termination unless otherwise stated in the Attachment. Upon such termination, Customer shall pay to Marco all payments due until the date of such termination.

4. Warranty:

Except as specifically set forth in this agreement, Marco makes no warranties, express or implied, as to any services, equipment, product or documentation. Marco specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third party rights.

5. Limitation of Liability:

5.1 In no event shall Marco or its employees, affiliates, agents, third-party information providers, merchants, licensors or the like be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by Customer or any third party, whether in an action in contract, tort, strict liability or other legal theory, even in the event that Marco has been advised of the possibility of such damages. Marco's liability for any damages, losses and causes of actions, whether in contract or tort (including negligence or otherwise), shall not exceed the actual dollar amount paid by Customer for the service which gave rise to such damages, losses and causes of actions during the twelve (12) months prior to the date the damage or loss occurred or the cause of action arose.

6. Confidentiality:

6.1 "Confidential Information" means all other information that is (a) disclosed by either party in any tangible form and clearly labeled or marked as confidential, proprietary or its equivalent, or (b) disclosed by either party orally or visually, and designated confidential, proprietary or its equivalent at the time of its disclosure and reduced to writing and clearly marked or labeled as confidential, proprietary or its equivalent within thirty (30) days of disclosure.

6.2 Non-Disclosure: A party receiving Confidential Information will restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this Agreement, at all times, will safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. A party may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies.

6.3 Exclusions: Neither party will be obligated to maintain any information in confidence or refrain from use if: (a) the information is or becomes public knowledge without fault of the receiving party, (b) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (c) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, (d) the information is or becomes available on an unrestricted basis to the receiving party from a source other than the disclosing party, (e) the information becomes available on an unrestricted basis to a third party from the disclosing party or from someone acting under its control, or (f) the information is publicly disclosed (that is, not under adequate protective order) by the receiving party under an order of a court or government agency, provided that the receiving party provides prior written notification to the disclosing party of such obligation and the opportunity to oppose such order.

7. Indemnification:

7.1 Marco Indemnification: Marco shall indemnify, defend, and hold harmless Customer, its directors, officers, employees and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that the claim is based upon a claim that if true, would constitute a breach of any of Marco's representations, warranties, or obligations hereunder, arises out of the negligence or willful misconduct of Marco, or arises out of any allegation that the Marco Services or materials infringe or violate any patents, copyrights, tradenames, trade secrets, licenses, or other rights of any third party.

7.2 Customer Indemnification: Customer will indemnify, save harmless, and defend Marco and all employees, officers, directors and agents of Marco (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to the use of the Services by Customer, including any violation of any Marco policy by Customer; a breach of any of Customer's representations, warranties, or obligations hereunder; negligence or willful misconduct of Customer; or a claim that any of the materials or content provided by Customer infringes or violates any patents, copyrights, tradenames, trade secrets, licenses, or other rights of any third party.

8. Non-Solicitation. Customer agrees not to solicit, hire, or otherwise engage in any like activity in any manner whatsoever, directly or indirectly, with any of Marco's employees during the term of this Agreement and for a period of one (1) year thereafter. For each breach by Customer of the forgoing restrictions, Customer will pay Marco an amount equal to any recruitment or referral fees paid by Marco for such employee and the base salary and bonus earned by such employee during the twelve (12) months proceeding Customer's breach of the forgoing restrictions.

9. Force Majeure:

Marco shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party Services (including DNS propagation), inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Disputes:

10.1 Arbitration: Any dispute, controversy, cause of action, or claim, of any kind or nature whatsoever, whether legal or equitable, including, but not limited to, claims in contract, torts or product liability and claims based upon alleged violations of consumer protection laws, which arise out of (1) this Agreement, or the breach, termination or invalidity of this Agreement, (2) any services rendered pursuant to the Agreement, or (3) the sale, installation, modification or use of any related Product, but not including the collection of money due on unpaid invoices, shall be finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by one (1) arbitrator appointed in accordance with such Rules. The place of arbitration shall be St. Cloud, Minnesota. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

10.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to the choice of law or conflict of law principles.

10.3 Attorneys Fees: Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

11. Miscellaneous:

11.1 Assignment and Change of Control: Neither this Agreement, nor any right or obligation arising under this Agreement may be assigned, sold and transferred, in whole or in part, without the prior written consent of Marco, including, without limitation, by operation of law, or in the event that Customer is acquired or sells all or substantially all its business or assets to another entity. This Agreement may be assigned, in whole or in part, by Marco without Customer's consent. Subject to the foregoing restrictions, this Agreement will be binding and inure to the benefit of the parties and their successors and assigns.

11.2 Notices: All notices, approvals and other communications required under this Agreement will be in writing and will be deemed delivered upon their delivery, in the case of personal delivery, upon electronic confirmation of delivery via facsimile, in the case of delivery via facsimile, upon its sending if delivered by overnight mail or express courier, or upon three (3) days after posting by certified U.S. Mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address.

Marco: **Marco, Inc.**
4510 Heatherwood Rd
St Cloud, MN 56301

CITY OF PAYNESVILLE
221 WASHBURNE AVE
PAYNESVILLE, MN 56362

11.3 Entire Agreement: This Agreement (including its Attachments) sets forth the entire agreement and understanding of the parties relating to the subject matter and supersedes and replaces any and all prior discussions, agreements, understanding, promises and representations, oral or written, between them concerning the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized officer of Marco and of Customer.

11.4 No Waiver: The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

11.5 Severability: If any provision of this Agreement is held invalid by any law, order or regulation of any government, or by the final determination of any state or federal court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.

11.6 Remedies: All remedies set forth in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise, and may be enforced concurrently or from time to time.

11.7 Reservation of Rights: Nothing in this Agreement will be deemed to imply that any intellectual property rights will be transferred or ceded to either party or third parties.

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11.8 Headings/Definitions: The Section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement. Where appropriate in context, the conjunctive will include the disjunctive, *any* will include *all*, *unless* will include *until*, and vice versa.

11.9 Authority: The parties executing this Agreement warrant that this Agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Agreement in the name of the corporation by appropriate and legal resolution of its Board of Directors.

11.10 Counterparts: This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by telefacsimile.

11.11 Independent Contractor: Both parties are independent contractors. Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, or employer/employee relationship. Nothing contained in this Agreement will be construed to: (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) allow Customer to create or assume any obligation on behalf of Marco for any purpose whatsoever. All financial obligations associated with Customer's business are the sole responsibility of Customer.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed and delivered by its duly authorized officer or representative on the date set forth at the beginning of this Agreement.

CITY OF PAYNESVILLE

MARCO, INC.

By: _____
Name: _____
Title: _____

By: Adam T. Schefers
Name: Adam T. Schefers
Title: Technology Advisor

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Budget & Finance Committee

Committee/Council Meeting Date: April 7, 2015

Agenda Section: New Business

Originating Department: Administration

Item Number: III - I

ITEM DESCRIPTION: 2015 Fee Schedule

Prepared by: Staff

COMMENTS:

Please review the attached 2015 proposed Fee Schedule. Discuss if any increases and/or changes need to be made.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

A motion to _____.

zle

2015 City of Paynesville License & Fee Schedule

Licenses		Current Fee	Proposed Fee	Effective Date	Date Approved
Animal					
Kennel	Chpt. 6 Pg. 94	\$25.00		January 1	4-9-03 5-21-03 2003-24 2004-25 2009-49
Dog & Cat	Chpt. 10 Pg. 121	On or Before September 30 th \$10.00 spayed/neutered \$20.00 not spayed/neutered On or After October 1 st \$20.00 spayed/neutered \$40.00 not spayed/neutered		January 1	4-9-03 5-21-03 2003-24 2004-25 2009-49
Duplicate Pet Tag	Chpt. 10	\$5.00		January 1	2013-04
Potentially Dangerous Dog	Chpt. 10	\$300.00 annually		January 1	11-26-08 2008-33
Dangerous Dog	Chpt. 10	\$500.00 annually		January 1	11-26-08 2008-33
Other					
Shows & Assemblies	Chpt. 6 Pg. 87	\$25.00 Investigation Fee \$250.00		January 1	5-14-03 5-21-03 2003-25
Tobacco	Chpt. 6 Pg. 89	\$100.00		January 1	5-14-03 5-21-03 2003-25 2009-49
Garbage/Refuse Haulers	Chpt. 6 Pg. 93	\$50.00		April 1	5-14-03 5-21-03 2003-25
Peddlers/Solicitors	Chpt. 6 Pg. 90 Ord. 83, 2 nd Series	\$100.00		January 1	5-14-03 5-21-03 2003-25 2005-25
Parade Permit	Chpt. 7 Pg. 102	N/A		N/A	N/A
Tree Permit	Chpt. 7 Pg. 103	N/A		N/A	N/A

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Liquor					
Intoxicating Liquor: On Sale Off Sale	Chpt. 5	\$3000.00 N/A		January 1	7-9-03 2003-36 7-14-04 2004-36
3.2 Beer/Wine Coolers	Chpt. 5	\$100.00		January 1	7-9-03 2003-36 7-14-04 2004-36 2009-49
Temporary Liquor	Chpt. 5	\$50.00		January 1	7-9-03 2003-36 7-14-04 2004-36 2010-37
Temporary Beer (special event/beer garden)	Chpt. 5	\$50.00		January 1	7-9-03 2003-36 7-14-04 2004-36 2010-37
On-Sale Wine	Chpt. 5	\$150.00		January 1	7-9-03 2003-36 7-14-04 2004-36
Consumption & Display	Chpt. 5	\$50.00		January 1	7-9-03 2003-36 7-14-04 2004-36 2010-37
Application & Investigation Fee (except for Temp. Beer)	Chpt. 5	\$250.00		January 1	7-9-03 2003-36 7-14-04 2004-36
Sunday Liquor		\$200.00		January 1	2009-49

Fire Department					
Rates Charged For Fire & Rescue Services		Grass Rig \$100.00 per hour		January 1	2013-13
		#8 Tanker \$15.00 per hour			
		#6, #11, #12 Pumpers \$250.00 per hour			
		Rescue Van \$150.00 per hour			
		#15 Ranger 4-Wheeler \$100.00 per hour			
		Vehicle Fire Vehicle Rescue \$350.00 per hour			
		Response to 3 rd or more false alarms during a calendar year \$100.00 per call (first 2 responses to false alarms during calendar year are no charge)			

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Planning/Zoning					
Moving Permit	Chpt. 4	\$25.00 plus \$30.00/hr. (police escort, 1 hr. minimum)		January 1	5-14-03 5-21-03 2003-26 2010-37
Excavation Permit	Chpt. 7 7.06 & 7.08	\$40.00		January 1	5-28-03 6-4-03 2003-29 2009-49
Sign Permit	Chpt. 11	For all signs requiring a permit up to and including 250 square feet in size = \$25.00		January 1	5-28-03 6-4-03 2003-29 2010-11
		For all signs requiring a permit and over 250 square feet in size = \$200.00			
Temporary Structure Permit	Chpt. 11	\$25.00		January 1	5-28-03 6-4-03 2003-30 2009-49 2010-37
Conditional Use Permit	Chpt. 11	\$225.00		January 1	4-9-91 1991-32 9-14-05 2005-34 2009-49
Temporary Use Permit	Chpt. 11 Ord. 122	\$200.00		January 1	2010-15
Variance	Chpt. 11	\$250.00		January 1	4-9-91 1991-32 9-14-05 2005-34 2009-49
Amendments/Re-Zoning	Chpt. 11	\$200.00		January 1	4-9-91 1991-32 9-14-05 2005-34 2009-49
Lot Split	Chpt. 12	Administrative Review \$50.00 Public Hearing \$120.00 TOTAL \$170.00		January 1	5-14-03 5-21-03 2003-27 7-14-04 2004-37 9-14-05 2005-35 2009-50
Preliminary Plat	Chpt. 12	\$150.00		January 1	2-13-02 2002-08 2009-49
Final Plat	Chpt. 12	\$200.00		January 1	2-13-02 2008-08 9-14-05 2005-35 2009-49
Stearns County Highway Department Engineer - (review of plat that abuts a county road)	Chpt. 12	\$90.00		Set by County	2006 - 32
Re-Approval of Final Plat	Chpt. 12	\$150.00		January 1	10-13-04 2004-56 9-14-05 2005-35

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					2009-49
Vacation	State	\$175.00		January 1	5-14-03 5-21-03 9-14-05 2005-33 2009-49
Shingling (Re-roof) Permit	State	\$40.75		Contract (January 1)	3-12-03 2003-17
Siding Permit	State	\$40.75		Contract (January 1)	3-12-03 2003-17
Mechanical Permit	State	\$27.00		Contract (January 1)	3-12-03 2003-17
Replace Windows/Doors	State	\$40.75		Contract (January 1)	3-12-03 2003-17
Miscellaneous Permit	State	\$27.00		Contract (January 1)	3-12-03 2003-17
Residential Demolition Permit	State	\$35.75 + \$5.00 = 40.75 plus lab fees (if needed)		Contract (January 1)	3-12-03 2003-17
Commercial Demolition Permit	State	\$64.25 + \$5.00 + lab fees (if needed)		Contract (January 1)	3-12-03 2003-17
Residential Permit	State	1994 fee schedule + state surcharge + zoning check fee (if needed)		Contract (January 1)	3-12-03 2003-17
Commercial Permit	State	1994 fee schedule + 25% of plan review + state surcharge + zoning check fee (if needed)		Contract (January 1)	3-12-03 2003-17
Zoning Check		\$25.00		January 1	5-14-03 5-21-03 2003-28 2009-49
Investigation Fee	SBC	Equal to the permit fee, up to a maximum of \$50.00 – No state surcharge is applied		January 1	2006-41 9-27-06
Placement Permit		\$25.00		January 1	5-14-03 5-21-03 2003-28 2009-49
Earthwork (Mining) Permit		\$100.00		January 1	

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Utilities					
Water Rates: Multi-Unit Res. or Comm. All Other Users Bulk Rates All Users: 2,001 and 99,999 gal. 100,000 and 500,000 gal. Over 500,000 gal. Residential (single user only) Conservation Rate	Chpt. 3	\$15.00 for first 2,000 gal. \$20.00 for first 2,000 gal. \$2.77/1,000 gal. \$2.72/1,000 gal. \$2.71/1,000 gal. \$2.82 per 1,000 gal. over 100,000 gal. (2 nd & 3 rd quarter only)		January 1	2004-71 2005-47 2006-59 2007-42 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Water Hook-Up Fees: Single Family Unit Apartments All Others	Chpt. 3	\$800.00 (plus standard water meter at \$215.00) \$800.00 plus \$75.00/apt. (plus water meter) \$800.00 plus \$75.00/additional water unit (plus water meter)		January 1	2004-71 2005-47 2006-59 2007-42 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Sewer Rates: Multi-Unit Res. or Comm. All Other Users Bulk Rates All Users Surcharge – all users discharging wastewater with BOD5 levels in excess of normal domestic sewage level (270mg/l BOD5)	Chpt. 3	\$15.75 for first 2,000 gal. \$21.00 for first 2,000 gal. \$2.85 per 1,000 gal. over 2,000 gal. .5 cents per pound of BOD5 per day is excess of normal domestic sewage level, times the number of days in billing cycle		January 1	2004-71 2005-47 2006-59 2007-42 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Sewer Hook-Up Fees: Single Family Units Apartments All Others	Chpt. 3	\$1,000.00 \$1,000.00 plus \$100.00/apt. unit \$1,000.00 plus \$100.00/water unit		January 1	2004-71 2005-47 2006-59 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Penalty For Late Payment	Chpt. 3	10% per month of the unpaid balance, up to a maximum not to exceed \$500.00		January 1	2004-71 2005-47 2006-59 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Disconnect Fee & Reconnect Fee	Chpt. 3	\$35.00 \$35.00		January 1	2004-71 2005-47 2006-59 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Un-Metered Services	Chpt. 3	\$25.00 minimum plus \$10.00 per thousand gallons		January 1	2008-37 2009-50

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					2010-40 2011-35 2012-40 2014-37
Water/Sewer Contractor License	Chpt. 6	\$75.00 new \$25.00 annual renewal		January 1	2004-71 2005-47 2006-59 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Transfer Fee of Water/Sewer Accounts	Ord. 3-1991	\$12.50		January 1	2004-71 2005-47 2006-59 2008-37 2009-50 2010-40 2011-35 2012-40 2014-37
Trunk Fees For Sanitary Sewer, Water Main, & Storm Water Mgmt. Planning	Chpt. 12 Ord. 87 4-26-06	Sanitary Sewer = \$1,270.00/acre Water Main = \$1,390.00/acre Storm Water = \$0.00/acre			2006-21 6-27-06 2006-31 2010-18 2010-40 2011-35 2012-40 2014-37
Bulk Water	Chpt. 3	\$25.00 minimum plus \$10.00/1,000 gallons			2007-42 2010-40 2011-35 2012-40 2014-37
Street Light Fee	Chpt. 3	\$4.00/quarter not to exceed \$16.00/year to be billed on the water bills			2007-43 2009-47 2014-30
Sidewalk Snow Removal	Chpt. 7	\$75.00 per hour			2012-42
Mowing Grass	Chpt. 10	\$75.00 per hour			2012-42
Public Works Personnel Providing Assistance To Other Municipalities	Res.	Labor by Public Works staff: \$45.00 per hour Clerical Staff: \$48.00 per hour Labor by Public Works Director: \$70.00 per hour Mileage reimbursed at IRS rate			2013-10

Garbage					
Un-occupied – drive by fee	Contract	\$4.00			10-27-04
Cart replacement fee		\$65.00			2004-63
Recycle bin replacement fee		\$10.00			8-10-11
35 – gallon cart	Contract	Once a month \$8.23			10-27-04
35 – gallon cart		Every other week \$10.57			2004-63
35 – gallon cart		Once a week \$14.62			8-10-11
64 – gallon cart		Once a week 17.42			
95 - gallon cart		Once a week \$19.62			
Tag for each 30 gallon bag over		\$2.25			
All above rates include weekly curbside recycling		\$4.50 per month			

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Miscellaneous					
Special Meeting Request		\$100.00		January 1	5-14-03 5-21-03 2003-28
Mayor Salary	Chpt. 2	\$4,040.00/year \$4,080.40/year \$4,479.38/year \$4,703.35/year		1-1-07 1-1-08 1-1-13 1-1-14	9-27-06 Ord. 92 Ord. 142
Council Member Salary	Chpt. 2	3,030.00/year 3,060.30/year \$3,359.53/year \$3,527.51/year		1-1-07 1-1-08 1-1-13 1-1-14	9-27-06 Ord. 92 Ord. 142
Mayor/Council Per Diem	Chpt. 2	\$45.00/half day \$90.00/full day		January 1	10-23-02 2002-20 10-25-06 2006-50
Residential Compost Site Permit		\$10.00		January 1	2009-48
Commercial Compost Site Permit With Key		\$100.00 Non-Profit \$200.00 Commercial Users		January 1	10-23-02 2009-48 2013-38
Meeting Rooms/Office Space		local non-profit free		January 1	5-14-03 5-21-03 2003-28
		local business \$25.00			
		out-of-town non-profit \$35.00			
		out-of-town business \$75.00			
Gazebo Reservation		\$25.00 plus tax \$1.72= \$26.72		January 1	2008-05 2010-37
Damage Deposit For Veterans Park Shelter		\$50.00			
Veteran's Park Shelter Kitchen with Banquet Hall & Outside Seating		Individual/Entity \$100.00 plus tax \$6.88 = \$106.88			2010-37
Metal Detector Rental		\$15.00/day or any part of a day		January 1	2008-05 2010-37
Notary Services		\$1.00 (at limit)		January 1	5-14-03 5-21-03 2003-28
Public Copies		\$.25 (at limit)		January 1	5-14-03 5-21-03 2003-28
Fax (in or out going)		\$5.00		January 1	5-14-03 5-21-03 2003-28
Copy of Zoning Ordinance		\$25.00		January 1	5-14-03 5-21-03 2003-28
Copy of Comprehensive Plan		hard copy \$25.00 CD \$15.00		January 1	5-14-03 5-21-03 2003-28
Copy of Airport Zoning Document		\$10.00		January 1	5-14-03 5-21-03 2003-28
Mailing Labels For Non-Profit For Profit/Business		\$35.00		January 1	1-26-05 2005-06 2009-18
Drivers License Manuals	Res.	Standard Driver's Manual: \$7.00		January 1	2011-39
		Motorcycle Manual: \$4.50			
		CDL Manual: \$10.00			

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		School Bus Manual: \$3.00			
Police Department					
Finger Printing		\$15.00		January 1	6-9-04 2004-29 2010-37
Civil Process Service		\$30.00		January 1	6-9-04 2004-29 2009-49
Preliminary Breath Testing (court ordered)		\$5.00/day		January 1	6-9-04 2004-29
Accident Reports for Insurance Companies and Individuals		\$5.00/report		January 1	6-9-04 2004-29
Copies of Photographs		\$2.00 per copy \$5.00 per disk or CD		January 1	6-9-04 2004-29 2009-49
All other Reports		\$5.00/report		January 1	6-9-04 2004-29
Special request for licensed peace officer (beer gardens, dances)		\$45.00/hour		January 1	6-9-04 2004-29 2009-49 2014-31
Administrative Fines					
Opening Hydrants	Chpt. 3	\$75.00			
Sump Pump Violations	Chpt. 3	\$50.00			
Plumbing without Permit	Chpt. 3	\$50.00			
Violating Sprinkling Ban	Chpt. 3	\$50.00			
Building without Permit	Chpt. 4	\$75.00			
Drinking on Street or in City Park	Chpt. 5	\$50.00			
Open Container on Street	Chpt. 5	\$50.00			
Alcohol on School Grounds	Chpt. 5	\$50.00			
Obstructions in Street	Chpt. 7	\$50.00			
Excavating without Permit	Chpt. 7	\$75.00			
Bicycle & Unicycle Violations	Chpt. 8	\$20.00			
Rollerblade & Skateboard Violations	Chpt. 8	\$20.00			
Cross Double Yellow Lines	Chpt. 8	\$20.00			
Unreasonable Acceleration	Chpt. 8	\$75.00			
Regulations of Use of Trails	Chpt. 8	\$75.00			
Avoiding Traffic Signals	Chpt. 8	\$50.00			
Snowmobile Violations	Chpt. 8	\$50.00			
Parallel Parking	Chpt. 9	\$20.00			
Snow Removal Parking (1 - 6 am)	Chpt. 9	1 st - \$10.00 2 nd - \$10.00 3 rd - \$25.00			
Downtown Parking (3 - 6 am)	Chpt. 9	1 st - \$10.00 2 nd - \$10.00 3 rd - \$25.00			
Parking Violations, Hours, Limits, & Restrictions	Chpt. 9	\$20.00			
Truck Parking	Chpt. 9	1 st - \$10.00 2 nd - \$10.00 3 rd - \$25.00			
Parking on Private Property without Consent	Chpt. 9	\$20.00			
Dangerous Weapons &	Chpt. 10	\$50.00			

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Articles Violations					
Animal without License Attached	Chpt. 10	\$50.00			
Cat/Dog Running at Large	Chpt. 10	1 st - \$50.00 2 nd - \$75.00 3 rd - \$100.00			
Cat/Dog Noises/Barking	Chpt.	1 st - \$50.00 2 nd - \$75.00 3 rd - \$100.00			
Failure to License Cat/Dog	Chpt.	1 st - \$50.00 2 nd - \$75.00 3 rd - \$100.00			
Unlawful Use of/Furnishing Tobacco	Chpt. 10	\$50.00			
Burning Leaves	Chpt. 10	\$50.00			
Disorderly Conduct	Chpt. 10	\$50.00			
Urinating in Public	Chpt. 10	\$50.00			
Noise Violation/Exhaust	Chpt. 10	\$50.00			
Curfew/Parent Allowing In Parks After Hours	Chpt. 10	\$50.00			
Obstruction on Public Property	Chpt. 10	\$50.00			
Dumping on Personal Property	Chpt. 10	\$75.00			
Hazardous Conditions	Chpt. 10	\$50.00			
Abandoned Motor Vehicles	Chpt. 10	\$50.00			

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Jennifer Welling

From: Renee Eckerly
Sent: Tuesday, January 06, 2015 10:50 AM
To: Jennifer Welling
Subject: FW: Credit Card for City of Paynesville
Attachments: QDS CPS Summary - City of Paynesville.pdf; QDS CPS Summary - Paynesville Municipality Liquor.pdf

For Finance Committee

Renee Eckerly
City Administrator
City of Paynesville
(320) 243-3714 ext. 227
Fax (320) 243-3713

From: Nate - Quantum Data Systems, Inc. [<mailto:admin@qdslink.com>]
Sent: Monday, January 05, 2015 5:27 PM
To: Renee Eckerly
Subject: Re: Credit Card for City of Paynesville

Hi Renee -

I attached 2 summaries of proposals for the city card processing accounts. One for the liquor store and one for the new water & sewer account. Please let me know if you will need more info.

Thanks,
Nathan N. Bork
Quantum Data Systems, Inc.
(320) 243-9700

From: [Renee Eckerly](#)
Sent: Thursday, December 18, 2014 4:36 PM
To: 'Nate - Quantum Data Systems, Inc.'
Subject: RE: Credit Card for City of Paynesville

Nate,
In response to your email and phone call. The quotes will be taken to Budget & Finance Committee on January 12, 2015 and then a recommendation will be sent to the City Council.

1. Liquor Store – Bill Ludwig, Liquor Store Manager does the credit card quotes. Per your phone message you have been in contact with Bill.
 - a. City Hall - I don't know how many people will pay with their credit cards (visa, mastercard, discover and American express). I didn't give the other company and data. They just have a package deal for the above mentioned credit cards.
 - b. Expected maximum total monthly volume – answer: I have no idea how many will use their credit card to pay their bill. We have approximately 1,000 water/sewer accounts that are billed

out quarterly. We have less than 10 that go out monthly but these are large accounts like AMPI, MasterMark, CentraCare which I don't believe they will be using credit cards to pay.

- c. Expected maximum "high-ticket" amount (largest possible transaction) – answer: \$2,000.00 - \$3,000.00
- d. Average purchase/ticket amount. – answer: \$150.00

I look forward to your response. I would need that by January 5, 2015.

Renee Eckerly
City Administrator
City of Paynesville
(320) 243-3714 ext. 227
Fax (320) 243-3713

From: Nate - Quantum Data Systems, Inc. [mailto:admin@gdslink.com]
Sent: Tuesday, December 16, 2014 2:49 PM
To: Renee Eckerly
Subject: Re: Credit Card for City of Paynesville

Hi Renee!

I did get ahold of tech support for Tyler Tech (DK was out till Thursday). They said our platforms should work just fine with their system and all they need is our gateway and the merchant ID info.

So, what I will need from you, is what info items you are looking for, in order for me to be able to send you a proposal. Any publicly available info on the Liquor account and estimates on expected volumes for the new water/sewer account would be useful to determine rates - for sure a list of rates/fees that you had the other companies quote on. (I don't want their numbers – just the "names" of the blanks you need me to fill in with our numbers).

Usually we ask for #1 - Expected maximum total monthly volume. 2. Expected maximum "high-ticket" amount (largest possible transaction) and #3 – Average purchase/ticket amount. For most of these I could guess on or maybe ask Bill at the store, but wouldn't know what to expect on the water/sewer bills.

Please let me know what u need from me to give you an awesome quote and help save the city % and \$.

Thanks,
Nate Bork

From: Renee Eckerly
Sent: Friday, December 12, 2014 4:11 PM
To: <mailto:admin@gdslink.com>
Cc: 'Robertson, DK'
Subject: Credit Card for City of Paynesville

Nate,
You would need to speak to

DK Robertson

Account Representative, Local Government Division

P: 800.646.2633

DK.Robertson@tylertech.com

To discuss what it would take for ipay credit card service to interface with Tyler Technologies Incode software. He is out of the office until Thursday next week.

Sincerely,

Renee Eckerly

City Administrator

City of Paynesville

(320) 243-3714 ext. 227

Fax (320) 243-3713



Agent Name: Nathan Bork
 Account summary: City of Paynesville - Water & Sewer

Agent #: 216027

This Quantum Data Systems, Inc. (QDS) / CardPayment Solutions summary of fees is provided as a proposal for a new account.

Schedule of Fees

	Period	Amount	
Batch Header Fee	Each Batch	\$0.10	One batch per day when there has been activity
Statement Fee	Monthly	\$15.00	Account maintenance & statement fee
Regulatory Fee	Monthly	\$4.95	PCI Compliance maintenance fee
Web Gateway fee	Monthly	\$8.00	Online/web access gateway monthly fee - Using Authorize.net
Business Information Verification	ONCE	\$25.00	Initial PCI Compliance assessment
Web AVS Fee	Per Transaction	\$0.05	Address verification for web transactions
Processing Transaction Fee - V/M/D	Per Transaction	\$0.10	Fee charged for each Visa MasterCard and Discover card transaction
Processing Transaction Fee - AmEx	Per Transaction	\$0.10	Fee charged for each American Express card transaction
Processing Transaction Fee - Debit	Per Transaction	\$0.10	Fee charged for each Debit Card transaction
Voice Authorization Fee	Per Use	\$1.00	If needed for phone-in authorization
Chargeback or Retrievals	Per Use	\$25.00	Fee charged by investigation authority, if charges are disputed
Processing Transaction Rate - V/M/D	Per Volume	0.1% + I.C.	10 basis points (.1%) over interchange rates per volume of transaction
Processing Transaction Rate - AmEx	Per Volume	0.1% + I.C.	10 basis points (.1%) over interchange rates per volume of transaction
Processing Transaction Rate - Debit	Per Volume	0.95%	Debit card network rate.

Other Info

Contract Term	12 Months, with \$350 early termination fee
Pay-out terms	Next Day Funding - depending on bank
Equipment	All equipment provided IS compliant with the secure chip technology requirements for 2015. One free loaner terminal per account is available for as long as the account is open. Extra chip-compliant terminals are \$155.

Summary: Quantum Data Systems, Inc. is proposing the above rates and fees for a new account for the City's water and sewer payment collection via an online gateway and one card reading terminal (swiper). Tyler Tech has verified that the Authorize.net gateway is compatible with their system. Further details are needed to build a contract. Please direct any questions to:

Nathan N. Bork - Quantum Data Systems, Inc.
 (320) 243-9700



Agent Name: Nathan Bork
 Account summary: Paynesville Municipice Liquor

Agent #: 216027

This Quantum Data Systems, Inc. (QDS) / CardPayment Solutions summary of fees is provided as a proposal for a new account.

Schedule of Fees

	Period	Amount	
Batch Header Fee	Each Batch	\$0.10	One batch per day when there has been activity
Statement Fee	Monthly	\$15.00	Account maintenance & statement fee
Regulatory Fee	Monthly	\$4.95	PCI Compliance maintenance fee
Business Information Verification	ONCE	\$25.00	Initial PCI Compliance assessment
Processing Transaction Fee - V/M/D	Per Transaction	\$0.08	Fee charged for each Visa MasterCard and Discover card transaction
Processing Transaction Fee - AmEx	Per Transaction	\$0.08	Fee charged for each American Express card transaction
Processing Transaction Fee - Debit	Per Transaction	\$0.08	Fee charged for each Debit Card transaction
Voice Authorization Fee	Per Use	\$1.00	If needed for phone-in authorization
Chargeback or Retrievals	Per Use	\$25.00	Fee charged by investigation authority, if charges are disputed
Processing Transaction Rate - V/M/D	Per Volume	0.1% + I.C.	10 basis points (.1%) over interchange rates per volume of transaction
Processing Transaction Rate - AmEx	Per Volume	0.1% + I.C.	10 basis points (.1%) over interchange rates per volume of transaction
Processing Transaction Rate - Debit	Per Volume	0.95%	Debit card network rate.

Other Info

Contract Term	12 Months, with \$350 early termination fee
Pay-out terms	Next Day Funding - depending on bank
Equipment	All equipment provided IS compliant with the secure chip technology requirements for 2015. One free loaner terminal per account is available for as long as the account is open. Extra chip-compliant terminals are \$155.

Summary: Quantum Data Systems, Inc. is proposing the above rates and fees for a new account to replace the current credit card processor. Further details are needed to build a contract. Please direct any questions to:

Nathan N. Bork - Quantum Data Systems, Inc.
 (320) 243-9700

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