

**REGULAR CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
FEBRUARY 22, 2016
6:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT – Paul Wegner
- V. CONSENT AGENDA
 - A. Minutes (page 1) – Public Works Committee, City Council (2), Budget & Finance (3), Liquor Board (3), Park & Tree Board, and Wellhead Protection Committee.
 - B. Vouchers (page 2)
- VI. NEW BUSINESS
 - A. Fire Department – Purchase Of A Washer (page 3)
 - B. Liquor Store Clerk Resignation (page 8)
 - C. Public Works – Purchase Of A Bidirectional Tractor (page 9)
 - D. Ordinance No. 153, 2nd Series – Drones (page 14)
 - E. Land Appraiser Proposals (page 19)
 - F. Town & Country Days Beer Garden & Band (page 21)
 - G. Hildi, Inc. Actuarial Services Contract – Fire Department Relief Association Pension Fund (page 21A)
- VII. OLD BUSINESS
 - A. Tax Forfeited Properties (page 22)
 - B. Petition From Terry Kulzer – On Sale Non-Intoxicating Malt Liquor License – Paynesville Baseball Club, Inc. (page 34)
 - C. Airport – Maintenance & Operation (page 43)
- VIII. INFORMATIONAL
 - A. Teal's Management Group, Inc. – Extension of Lease Agreement (page 51)
 - B. MN City Attorneys Education Conference Synopsis (page 63)
 - C. January Liquor Store Report (page 67)
 - D. 2015 Wage/Benefit Breakdown For City Employees (page 72)
- IX. CITY COUNCIL RECESS REGULAR CITY COUNCIL MEETING AND OPEN CLOSED MEETING – The City Council will be meeting in closed session to discuss real property with Parcel Numbers 70.38646.0525, 26.15550.0005, and 26.15549.0000.
- X. ADJOURN CLOSED MEETING AND RE-OPEN REGULAR CITY COUNCIL MEETING
- XI. ADJOURN

The agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville City Council. This document does not claim to be complete and is subject to change.

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

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: V – A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the minutes from the following meetings:

Meeting	Emailed
January 11, 2016 Public Works Committee	1-21-16
January 11, 2016 City Council	2-12-16
January 25, 2016, City Council	2-12-16
May 11, 2015 Special Joint Budget & Finance and City Council	11-24-15
November 3, 2015 Liquor Board	1-6-16
January 7, 2016 Park & Tree Board	1-21-16
February 25, 2015 Wellhead Protection Committee	7-22-15
December 1, 2015 Liquor Board	1-6-16
September 1, 2015 Budget & Finance Committee	9-23-15
November 23, 2015 Special Budget & Finance Committee	12-14-15
January 5, 2016 Liquor Board	1-21-16

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the following meetings:	
January 11, 2016 Public Works Committee	1-21-16
January 11, 2016 City Council	2-12-16
January 25, 2016, City Council	2-12-16
May 11, 2015 Special Joint Budget & Finance and City Council	11-24-15
November 3, 2015 Liquor Board	1-6-16
January 7, 2016 Park & Tree Board	1-21-16
February 25, 2015 Wellhead Protection Committee	7-22-15
December 1, 2015 Liquor Board	1-6-16
September 1, 2015 Budget & Finance Committee	9-23-15
November 23, 2015 Special Budget & Finance Committee	12-14-15
January 5, 2016 Liquor Board	1-21-16

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council
Committee/Council Meeting Date: February 22, 2016
Originating Department: Administration
Agenda Section: Consent
Item Number: V-B
ITEM DESCRIPTION: Vouchers
Prepared by: Alice McColley

COMMENTS:
Please review the following vouchers:

02/18/2016	Payroll Checks	92024-92027	\$3,776.96
02/18/2016	Payroll Taxes	92028-92032	\$1,624.53
02/18/2016	Payroll Direct Deposit		\$15,937.50
02/18/2016	Payroll - Fed		\$5,478.72
02/18/2016	Payroll - State		\$981.61
02/18/2016	Payroll - TASC		\$538.43
02/18/2016	Payroll - PERA		\$5,159.51
02/18/2016	Payroll - SELECT		\$207.70
02/18/2016	Payroll - Blue Cross		\$4,693.60
02/18/2016	Payroll - AFLAC		\$139.41
02/18/2016	Vouchers	92033-92090	\$112,226.96
		TOTALS	\$150,764.93

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the following vouchers:

02/18/2016	Payroll Checks	92024-92027	\$3,776.96
02/18/2016	Payroll Taxes	92028-92032	\$1,624.53
02/18/2016	Payroll Direct Deposit		\$15,937.50
02/18/2016	Payroll - Fed		\$5,478.72
02/18/2016	Payroll - State		\$981.61
02/18/2016	Payroll - TASC		\$538.43
02/18/2016	Payroll - PERA		\$5,159.51
02/18/2016	Payroll - SELECT		\$207.70
02/18/2016	Payroll - Blue Cross		\$4,693.60
02/18/2016	Payroll - AFLAC		\$139.41
02/18/2016	Vouchers	92033-92090	\$112,226.96
		TOTALS	\$150,764.93

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - A

ITEM DESCRIPTION: Fire Department – Purchase Of A Washer

Prepared by: Staff

COMMENTS:

Representative(s) from the Fire Department will in attendance to present the bids for a new front load washing machine. The following quotes were obtained:

PJ's TV & Appliance	Paynesville, MN	\$1,499.00	delivered & installed
Benusa	Paynesville, MN	\$1,922.68	

The Fire Department did apply for a grant for the washer, but was not awarded the money.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the quote from PJ's TV & Appliance in the amount of \$1,499.00 for a new front load washing machine.

015262

PJ'S TV & APPLIANCE

116 JAMES STREET EAST
PAYNESVILLE, MN 56362
PHONE: (320) 243-4454

B.D

Bob Justman

Customer's Order No. _____ Date/Fecha *1/25/15*
Número De Pedido Del Cliente _____
Name / Nombre *Paynesville Time Dept.*
Address / Dirección _____

Phone / Teléfono _____

SOLD BY / VENDIDO POR	CASH / EFECTIVO	G.O.D. / PAGO EN LA ENTREGA	CHARGE / COBRA	ON ACCT. / EN CUENTA	MDSE. RETD. / LAS MERCANCIAS VOLVIDAS	PAID OUT / PAGADO
--------------------------	--------------------	--------------------------------	-------------------	-------------------------	--	----------------------

QUAN / CANTIDAD	DESCRIPTION / DESCRIPCION	PRICE / PRECIO	AMOUNT / SUMA
<i>1</i>	<i>Speed Queen Washer AFNE9RSP13TWO</i>		<i>1499.00</i>
		<i>Tax</i>	<i>103.06</i>
		<i>\$</i>	<i>1602.06</i>
	<i>AFNE9B Front Control</i>		<i>1499.00</i>
	<i>Delivered & installed</i>		
All claims and returned goods MUST be accompanied by this bill. Todas las reclamaciones y las mercaderías volvidas tienen que ser acompañadas por esta cuenta.		TAX / IMPUESTO	
Received By / Recibido Por		TOTAL / TOTAL	

GSCC 552-3
PRINTED IN USA /
IMPRESO EN LOS ESTADOS UNIDOS DE AMÉRICA

Thank You / Gracias

Industrial model

gear guardian

40 or 60
Lbs
Capacity



they install

\$10,800.00

for industrial model

2525 CO. RD. 74 • ST. CLOUD, MN 56301 • PHONE: 320/252-2314

PRICE QUOTATION

Presented By: Austin Stang - 705 E. Hwy 55, Paynesville, MN. 56362

CONFIDENTIAL

Date 12/19/2015

320.243.4706

Toll Free: 800.275.2314

Email: austin@benusaappliances.com

Web Site: www.benusaappliances.com

Sold To:

Quantity	Model #	Description	20 lbs	Unit Price	Total
1	AFNE9BSP113	FRONT LOAD WASHER		\$ 1,799.00	\$ 1,799.00

Delivery	
Subtotal	\$ 1,799.00
Sales Tax 6.875%	\$ 123.68
Total	\$ 1,922.68

Options:

EXPIRES: 1/19/2016

Benusa Appliance Sales reserves the right to change or withdraw this offer at any time prior to acceptance by purchaser. Tax charge will be at prevailing rate at time of delivery.

5

FRONT LOAD WASHER

AFNE9B / AFNE9R



REWRITING LAUNDRY HISTORY

The revolutionary Speed Queen® front load washer is a marvel of innovation, perfectly pairing groundbreaking technology and commercial-grade durability to redefine what's possible in a laundry machine.

Like no other front load washer before it, the Speed Queen® runs so smoothly and quietly, you won't believe it's actually running. It leaves clothes looking and smelling unbelievably clean. It delivers increased water efficiency and features electronic controls so durable, they're backed by an industry-leading warranty. It's everything a front load washer should be.

DYNAMIC BALANCING

- » Manages and re-distributes unbalanced loads for uninterrupted cycles
- » Minimizes vibration to near imperceptible levels
- » Virtually silent operation



CHEAPER CLOTHES

- » Exclusive baffle design cascades water throughout the entire load
- » Perfected tumble rhythms provide maximum water-to-laundry contact



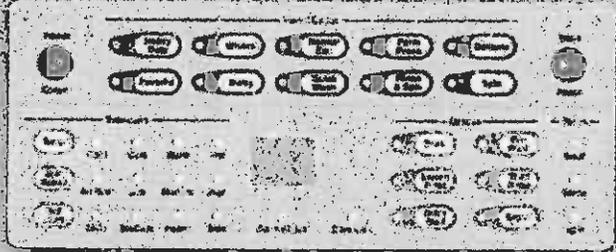
ROBUST BETTER TO LAST LONGER

- » Built for commercial applications
- » Constructed with premium, metal components
- » Tested to deliver 25 years of commercial-grade performance



INDUSTRY'S BEST WARRANTY

- » Industry-leading 5-year warranty
- » Covers all parts and in-home labor



COMMERCIAL-GRADE ELECTRONIC CONTROLS

Laundry is all we do, and we do it better than anyone else in the world. For decades, we've been designing, building and testing electronic controls the same way we do our machines: for unmatched, longer-lasting performance. Tested to endure through virtually every event that typically causes malfunction, Speed Queen electronic controls are durably designed to last in the harshest commercial environments — and last even longer in your home. We're so confident in our controls that we back our electronic models with an industry-best 5-year warranty on all parts and in-home labor.



Speed Queen

FRONT LOAD WASHER SPECIFICATIONS

Model Number	AFNE98SP113TN01	AFNE98SP113TW01	AFNE98SP113TW01
Load (Front/Top)	Front	Front	Front
Control Location (Front/Rear)	Front	Front	Rear
Color	Stainless Steel	White	White
Stainless Steel Washtub - cu ft	3.42	3.42	3.42
Outer Drantub Material	Stainless Steel	Stainless Steel	Stainless Steel
Cabinet Material	Stainless Steel	Galvanized Steel	Galvanized Steel
Tuff Guard Coated Top	Yes	Yes	Yes
Width - in	26 7/8	26 7/8	26 7/8
Height - in	40 7/16	40 7/16	43
Depth - in	27 3/4	27 3/4	27 3/4
Overall Depth w/ Door & Hose - in	31 3/8	31 3/8	31 3/8
Work Surface Height - in	40 7/16	40 7/16	36
15 1/2" Door Opening	Yes	Yes	Yes
10" Stainless Steel Hinge	Yes	Yes	Yes
Approx. Shipping Weight - lb	270	270	260
Preset Cycles	9	9	9
Average Water Consumption - gal	11.7	11.7	11.7
Motor Size - HP	0.9	0.9	0.9
Motor Speeds	Variable Speed Induction	Variable Speed Induction	Variable Speed Induction
Electrical Requirements	120V/60/1	120V/60/1	120V/60/1
Breaker Size	15 Amp	15 Amp	15 Amp
Agency Approvals	cULus	cULus	cULus
ADA Compliant	Yes	Yes	Yes
Max Spin Speed - RPM	1200	1200	1200
G-Force	440	440	440
Pill Hoses Included	Yes	Yes	Yes
Extra Rinse Option	Yes	Yes	Yes
Cycle Indicator Light	Yes	Yes	Yes
Soap Compartments	4	4	4
Favorite Cycles	Yes	Yes	Yes
Time Remaining Display	Yes	Yes	Yes
Third Rinse	Yes	Yes	Yes
End of Cycle Signal	Yes	Yes	Yes
Prewash	Yes	Yes	Yes
Soak	Yes	Yes	Yes
Delay Start	Yes	Yes	Yes
Temp Selections	4	4	4
Soil Level Selection	Yes	Yes	Yes



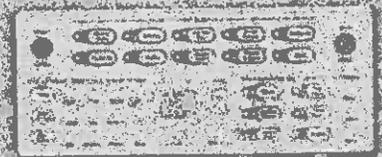
AFNE98SP113TN01



AFNE98SP113TW01



AFNE98SP113TW01



ABOUT SPEED QUEEN

Speed Queen laundry equipment is designed, built and tested to deliver 25 years of commercial-grade performance. We use metal components where others use plastic. We rigorously test our products beyond their limit to ensure reliable performance and superior wash results. And because we make no distinction between the machines we engineer for commercial applications and the machines we offer for the home, you can be sure that your Speed Queen equipment is built better to last longer.



REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - B

ITEM DESCRIPTION: Liquor Store Clerk Resignation

Prepared by: Renee Eckerly, City Administrator

COMMENTS:

Ann Wendlandt, Liquor Store Clerk, has submitted her resignation from the City of Paynesville. Her last day will be February 27, 2016.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to accept resignation of Ann Wendlandt, Liquor Store Clerk effective February 27, 2016.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - C

ITEM DESCRIPTION: Public Works – Purchase Of Bidirectional Tractor

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. The existing tractor is 19 years old and is on the replacement schedule to be replaced at year 20. At this time the manufacturer has discontinued making this model; however, this type of tractor is ideal for snow removal. Please see the attached bid advertisement and specifications.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to advertise for bids for a bidirectional tractor.

**CITY OF PAYNESVILLE
 BIDIRECTIONAL TRACTOR BID SPECIFICATIONS**

The City of Paynesville is accepting sealed bids for a new or late model Bidirectional Tractor with less than 500 hours. The City will accept sealed bids until 11:00 a.m., on Tuesday, March 15, 2016 at Paynesville City Hall, 221 Washburne Ave., Paynesville, MN 56362 at which time they will be read aloud.

For tractor specifications contact Ron Mergen, Public Works Director at 320-243-3714 ext. 230 from 8:30 a.m. to 4:30 p.m. Monday – Friday or at Ron@paynesvillemn.com.

Bids shall be directed to the City of Paynesville in a sealed envelope and endorsed upon the outside wrapper "BIDIRECTIONAL TRACTOR BID".

The City reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the contract in the best interest of the City.

Trade In: Model year 1996 New Holland 9030 bidirectional tractor with 3,760 hours and loader bucket model 7414. The vehicle will be sold "as is" with no warranty expressed or implied.

Attachments required: Loader bucket, model 84LB Long Loader with 1.5 YD Combination Bucket

Note: Engine end PTO and 3 point hitch are not required.

TECHNICAL SPECIFICATIONS:

	TV6070
3-Point Hitches	
Type	Category II, flex link ends and sway links
Controls	Electronic position control, auto and manual modes
Standard cab end Lift capacity @ 24" behind links, lbs. (kg)	6,500 (2950)
Optional cab end Lift capacity @ 24" behind links, lbs. (kg)	8,700 (3950)
Optional engine end Lift capacity @ 24" behind links, lbs. (kg)	4,000 (1800)
Axles and Brakes	
Axle type	HD flange with inboard planetary reduction
Differential lock, cab end	●
Differential lock, engine end	○
Oscillation, degrees	10
Brake type	Wet disc in cab-end axle, hydraulic actuation
Total brake area, in ² (cm ²)	507 (3271)

Parking brake	Cable actuation of service brakes
Cab	
Type	2-Door ROPS/FOPS
Tinted safety glass, area, ft ² (m ²)	61 (5.67)
Climate control	Pressurizer, heater/defroster, air conditioning
Fan	3-speed
Seat	Air suspension, 7 comfort adjustments
Turnabout™ console	210 degree rotation to face either driving direction
Drawbars	
Type	3-position adjustable, swinging
Cab end	●
Engine end	○
Electrical	
Type	12v negative ground
Batteries	Two group 31 low maintenance
Cold start rating, each, CCA	950
Alternator, amps	120
Engine	
Make/model	FPT
Type	6-cylinder parent bore diesel
Fuel Injection	Bosch mechanical pump, direct injection
Bare engine power, HP (kw)	155 (116)
Rated speed, RPM	2,200
Idle speed, RPM	850-950
Displacement, cu. in. (L)	6 / 411 (6 / 6.7)
Aspiration	Turbocharged/air-air intercooled
Air cleaner	Dual element dry with aspirated spin tube pre-cleaner
Cold start aids	Grid heater/coolant block heater
Bio diesel compatibility	Up to 100%
Hydraulic Systems	
Standard system-type	
Type	CCLS with piston pump

Total flow @ 2200 engine RPM, GPM (LPM)	29.5 (111)
Pressure compensator, PSI (Bar)	3,000 (207)
Remote valves-standard cab end	3
In-cab flow controls	3
Valve actuation	Hand levers, foot pedals
Remote valves-optional engine end	2
Valve actuation	Hand levers
Couplers	1/2" ISO, 2 for each valve
Optional auxiliary hydraulics	
Type	CCLS with piston pump; electronic flow control
Maximum flow @ 2200 engine RPM, GPM (LPM)	35 (133)
Pressure compensator, PSI (Bar)	4350 (300)
Couplers	3/4" ISO, with 1/2" case drain
PTO Systems	
Type	Mechanical 540/1000 RPM
Shafts	Interchangeable 1 3/8" diameter
Engagement	Electro-hydraulic
Locations- cab end	●
Locations- engine end	○
Rated PTO	
Rated PTO power, HP (kw)	105 (78)
Refill Capacities	
Fuel tanks, gal. (L)	55 (208)
Engine oil, gal. (L)	5 (19)
Engine coolant, gal. (L)	7.25 (27)
Hydraulic system/rear axle, gal. (L)	13.5 (51)
Front axle, gal. (L)	6.5 (25)
Steering	
Type	Hydrostatic power
Articulation angle	45 degrees maximum
Curb clearance circle ft. in. (m)	32' 10" (10.0)
Transmission	
Type	Multi-range closed-loop hydrostatic

Pump	Variable displacement, mechanical operator control
Motor	Electronically controlled 8-range variable displacement
Ground speeds in ranges, MPH (KPH)	
1	0 to 6.7 (10.8)
2	0 to 7.7 (12.4)
3	0 to 8.3 (13.4)
4	0 to 9.1 (14.6)
5	0 to 10.3 (16.6)
6	0 to 11.6 (18.7)
7	0 to 16.2 (26.0)
8	0 to 19.5 (31.4)
Braking	Dynamic braking by moving lever to neutral position

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - D

ITEM DESCRIPTION: Ordinance No.153, 2nd Series – Small Un-manned Aircrafts

Prepared by: Staff

COMMENTS:

Renee Eckerly and Bill Spooner will give a verbal report. Please review the proposed Ordinance No. 153, 2nd Series addressing small un-manned aircrafts. Flying drones, etc. is an increasing activity and during the City's ordinance codification process it was discussed to add language to address these.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Ordinance No. 153, 2nd Series – Small Un-Manned Aircrafts.

ORDINANCE NO. 153, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES & OFFENSES" BY ADDING PROVISIONS REGULATING THE USE OF SMALL UN-MANNED AIRCRAFT AS A NEW SECTION OF CHAPTER 10, 10.35, ENTITLED "SMALL UN-MANNED AIRCRAFT"; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 10, is hereby amended by adding Section 10.35 to read as follows:

SECTION 10.35. SMALL UN-MANNED AIRCRAFT.

Subd. 1. Purpose. The City of Paynesville is the home of a municipal airport and a hospital helipad. The protection of the public's health and safety by the protection of the hospital and airport are important issues in the City of Paynesville. The City of Paynesville recognizes that the Federal Aviation Administration regulates small un-manned aircraft and the City wishes to adopt regulations consistent with those of the Federal Aviation Administration so as to authorize local law enforcement to enforce rules and to protect the public health and safety in regards to the operation of small un-manned aircraft. The City of Paynesville recognizes that the use of small un-manned aircraft is an increasingly popular recreational activity and that there will continue to be technological innovations in their use and wishes to have regulations in place which will allow people to make themselves familiar with the rules and to facilitate the use of technology and innovation in a safe and responsible manner.

Subd. 2. Definitions. (i) "Aircraft" means any contrivance invented, used or designed to navigate or fly in the air.

(ii) "City Air Space" means the air space above the land, water and waterways within the jurisdiction of the City of Paynesville.

(iii) "Firearm" has the meaning ascribed to in in Minnesota Statute §97A.015, Subd. 19, or its successor provision.

(iv) "Hobby or Recreational Purposes" means a pursuit engaged in for relaxation and not for business purposes and not for compensation or hire.

(v) "Open Air Assembly Unit" means any structure, enclosed area or other demarcated space used for the assembly of persons in the open air, including, but not limited to, amusement parks, stadiums, athletic fields, automotive speedways, aviation fields, bandstands, beach enclosures, grandstands, observation platforms, outdoor swimming pools, outdoor theatres, racetracks, reviewing stands, street festivals or parade routes.

(vi) "Operate" means to pilot, steer, direct, fly or manage a small un-manned aircraft through the air whether within the aircraft or remotely. The term "operate" includes

managing or initiating a computer system that pilots, steers, directs, flies or manages a small un-manned aircraft.

(vii) "Public Aircraft" has the meaning ascribed to the term at Section 40102 of Title 49 of the United States Code.

(viii) "Small Un-Manned Aircraft" means an aircraft that (i) is operated without the possibility of direct human intervention from within or on the aircraft, and (ii) weighs more than 0.55 pounds and less than 55 pounds at the time of operation, including the weight of any pay load or fuel. The term "small un-manned aircraft" does not include "toy aircraft" or "public aircraft" as defined herein.

(ix) "Surveillance" means the gathering, without permission and in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information, involving the private, personal, business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of other persons, business or entity, regardless of whether a physical trespass onto real property owned, leased or otherwise lawfully occupied by the other person, business or other entity, or into the airspace above real property owned, leased or otherwise lawfully occupied by such person, business or other entity, occurs in connection with such surveillance.

(x) "Toy Aircraft" means (i) a glider or hand tossed small un-manned aircraft that is not designed for and is incapable of sustained flight; or (ii) a small un-manned aircraft that is capable of sustained flight and is controlled by means of a physical attachment such as a string or wire.

(xi) "Weapon" means any instrument, article or substance that, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury.

Subd. 3. Operating Regulations & Unlawful Conduct. Except as otherwise provided in this section and in Subdivision 4 below, no person shall operate any small un-manned aircraft in City air space and it is unlawful to do so:

(i) except for hobby or recreational purposes and only in conformity with this section, unless small un-manned aircraft is a civil aircraft as defined in 49 USC Section 40102(a)(16) and is authorized by the FAA;

(ii) without the small un-manned aircraft being properly marked with identification numbers showing FAA registration;

(iii) directly over any person who is not involved in the operation of the small un-manned aircraft without such person's consent;

(iv) over property that the owner does not own without the owner's consent, and subject to any restrictions that the property owner may place on such operation;

(v) at an altitude higher than 400 feet above ground level;

(vi) outside of the visual line of sight of the operator. The operator shall use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to maintain at all times an unobstructed view of the small un-manned aircraft, without the use of vision enhancing devices such as binoculars, night vision goggles, power vision magnifying devices, goggles designed to provide “first person view” from the model or similar devices;

(vii) within five (5) miles of any airport unless the operator provides the airport operator and the airport air traffic control tower with prior notice of the operation;

(viii) in a manner that interferes with, or fails to give way to, any manned aircraft;

(ix) between dusk and dawn;

(x) whenever weather conditions impair the operator’s ability to operate the small un-manned aircraft safely;

(xi) over any open air assembly unit, school, school yard, hospital, places of worship or police station, without the property owner’s consent, and subject to any restrictions that the property owner may place on such operation;

(xii) in a manner that is careless or reckless;

(xiii) for purposes of conducting surveillance unless expressly permitted by law;

(xiv) while under the influence of alcohol or other drug or drugs, intoxicating compounds or compounds, or any combination thereof;

(xv) that is equipped with firearm or other weapon;

(xvi) with intent to use such small un-manned aircraft or anything attached to it to cause harm to persons or property; and

(xvii) in violation of federal or state law.

Subd. 4. Construction & Limitations.

i) Operations Authorized by the FAA. Notwithstanding any prohibition set forth in this section, nothing in this section shall be construed to prohibit, limit or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate a small un-manned aircraft in City airspace, pursuant to Section 333 of the FAA Modernization & Reform Act of 2012 or a certificate of waiver, certificate of authorization, or air worthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for specific flight operations, from conducting such operations in accordance with the general authority of the Federal Aviation Administration.

ii) Operations Prohibited by FAA. Nothing in this section shall be construed to authorize the operation of any small un-manned aircraft and City airspace in violation of any federal statute or rules promulgated thereunder, including but not limited to, any temporary flight restrictions or notices to airmen issued by the Federal Aviation Administration.

iii) Operations Authorized by State of Minnesota Exception.
Notwithstanding any prohibition set forth in this section, nothing in this section shall be construed to prohibit the use of a small un-manned aircraft by law enforcement in accordance with laws adopted by the State of Minnesota.

Section 2. City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty Provision for Violation" and Section 10.99 entitled "Violation a Misdemeanor", are hereby adopted in their entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this _____ day of _____, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

Published in the Paynesville Press on _____.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - E

ITEM DESCRIPTION: Land Appraiser Proposals

Prepared by: Staff

COMMENTS:

The City is interested in having some land appraised. Proposals have been solicited from:

Nagell Appraisal & Consulting	Plymouth, MN	See attached proposal
Holmgren Appraisals, Craig Holmgren	Willmar, MN	Waiting for a reply
Gene Kubesh	Spicer, MN	Waiting for a reply
Tom Ruhland	St. Cloud, MN	Left a Message
Klein Appraisal Service	Willmar, MN	Left a Message
John Benson	St. Cloud, MN	Left a Message
Holmgren Appraisals, Todd Kuechle	Litchfield, MN	Declined
Richard Barkalow	St. Cloud, MN	Declined
Fagerlie Appraisals, Inc.	Willmar, MN	Declined
AKS Appraisal Service, LLC	St. Cloud, MN	Declined

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to proceed with hiring _____ to conduct land appraisal services.

NAGELL APPRAISAL & CONSULTING

12805 Highway 55
Plymouth, MN 55441
Established in 1968

Minneapolis: 952-544-8966
St. Paul 651-209-6159
Central Fax 952-544-8969

Client: City of Paynesville
Attn: Jennifer Welling, Adm. Asst./Zoning Specialist
221 Washburne Avenue
Paynesville, MN 56362

February 17, 2016

RE: Appraisal of two land properties
1) City owned parcel at the NEC of Veteran Drive & Hwy 23 (7038646.0525)
2) Patrick & Lorie Meagher at the SEC of Cemetery Road & Airport Road (26.15550.0005 & part of 26.15549.0000)
Paynesville, MN

Dear Jennifer:

Thank you for your interest in obtaining appraisal services regarding the property above. Per our conversation, you indicated an appraisal report with the following research and analysis is needed.

Report Use: For decision making by the city for potential purchase of the Meagher property and potential sale of the city owned property.

Value Type: Current market value reflecting the as is condition as it relates to the Highest and Best Use will be provided. Appraisal will be per Uniform Standards of Professional Appraisal Practice.

Property Description: See above and attached.

Contact for access: _____

Scope of Report: (1) View the subject property and neighborhood. (2) Report the physical and/or economic factors that could affect the property. (3) Appropriate research, collection, verification, analysis and viewing of pertinent market data will be conducted. **The appropriate approach(s) to value will be applied.** (4) Where appropriate, comparables will be adjusted on a grid. (5) Report findings and conclusions.

Report Format: An **Appraisal Report** (narrative format) will be used. It has a summary of statements of the data, analysis and conclusions. Appropriate photos, maps and exhibits are included. *An electronic (PDF) copy will be provided.*

Fee: The fee is \$700 each or a total of \$1,400. A Restricted appraisal report, less detail and analysis would be \$500 each or a total of \$1,000. Please circle preference. Client named above is responsible for payment in a timely manner.

Due Date: The report can be completed in **3 weeks** from signed confirmation.

Information needed by the appraiser at inspection: Any site issues, concept plans, locations of utilities if applicable.

Our company has 12 employees and has been in business since 1968 and has sufficient knowledge, experience, education, resources and/or contacts for information, methodology and knowledge support to competently complete this assignment. Neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value. If you agree to the above terms, please sign below and return by fax or mail. If you have any additional questions, please do not hesitate to contact me.

Sincerely,


William R. Waytas
Certified General 4000813, MN

Signature _____

Date _____

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI – F

ITEM DESCRIPTION: Town & Country Days Beer Garden & Band

Prepared by: Staff

COMMENTS:

Representatives from the Chamber of Commerce and Fire Department Relief Association will be in attendance to discuss running a beer garden for Town & Country Days. If the Fire Department Relief Association is involved; firefighters will need to attend alcohol serving training and an additional \$200.00 of insurance would be needed. A Liquor License would need to be applied for as well as a Temporary Street Closure (location has not yet been determined).

Discussion.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI – G

ITEM DESCRIPTION: Hildi, Inc. Actuarial Services Contract -- Fire Department Relief Association Pension Fund

Prepared by: Staff

COMMENTS:

The City was recently informed, as an auditing requirement for GASB 67 & 68; that the Fire Department's Relief Association Pension Fund must have an actuarial valuation conducted. The fee for this is \$2,400.00. Please review the attached Agreement For Consulting Services between the City of Paynesville and Hildi, Inc.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Agreement For Consulting Services between the City of Paynesville and Hildi, Inc.

21A

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated February 19, 2016 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and the City of Paynesville with offices located at 221 Washburne Ave, Paynesville, MN 56362 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. **Nondisclosure.** Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. **Liability.** Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Belinda Ludwig
Finance Specialist
City of Paynesville
221 Washburne Ave
Paynesville, MN 56362

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. **Assignment.** Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. **Law Government.** This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. **Taxes.** Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. **Termination.** Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. **Entire Agreement.** This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Paynesville

Consultant: Hildi Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	TBD	TBD
Base Fees			
<p>The approximate budget for Hildi Inc. consulting services is as follows:</p> <ul style="list-style-type: none"> • GASB 67&68 Actuarial Valuation (Base Year): \$2,400 • GASB 67&68 Actuarial Valuation (Projection Year): \$1,000 <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. Hildi Inc. will provide an electronic copy. • Availability via conference call to discuss the results and answer questions. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
<p>The term of the Agreement for Consulting Services is for the January 1, 2015 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2014 and the plan sponsor (city) disclosure cycle ending December 31, 2015. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2015 and the City disclosure cycle ending December 31, 2016.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated February 19, 2016.

Company: City of Paynesville

Consultant: Hildi Inc.

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

216

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – A

ITEM DESCRIPTION: Tax Forfeited Properties

Prepared by: Staff

COMMENTS:

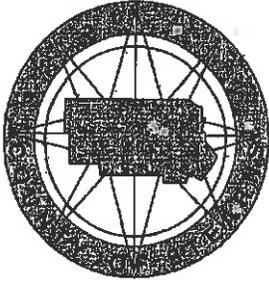
This was tabled from the February 8, 2016 City Council meeting. Renee Eckerly will give you a verbal report. Please review the attached list of tax parcels that forfeited to the State of MN for non-payment of real estate taxes last fall. Stearns County is requesting the City approve the classifications made by the Stearns County Commissioners and approve the sale of such land according to state law.

Also attached is how the forfeited funds are distributed.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the classifications made by the Stearns County Commissioners and approve the sale of such land according to state law.



COUNTY OF STEARNS

Office of the County Auditor-Treasurer
Administration Center Rm 148 • 705 Courthouse Square • St. Cloud, MN 56303
320-656-3900 • FAX 320-656-3916
Randy R. Schreifels, County Auditor - Treasurer

February 3, 2016

PLEASE SIGN AND RETURN IMMEDIATELY SO THAT WE CAN SCHEDULE OUR SALE AS SOON AS POSSIBLE FOLLOWING STATE APPROVAL. Also enclosed is a property information form that needs to be completed so that we can provide as much information to perspective buyers. Thank you.

Whereas, the County Board of Stearns County, Minnesota, has classified the following described forfeited lands as non-conservation lands and al ordered the following tract (s) to be sold at public sale thereof, in accordance with Minnesota Statutes, Chapter 282.01 to wit:

City of Paynesville

Pin	Section	Township	Range	Legal Description	Appraised Price
70.38936.0000	16	122	32	S68' OF N128' OF W150' OF LOT 1 of GILBERT'S 4TH ADD	\$ 1,000.00
70.39118.0521	15	122	32	Lot 013 Block 001 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0533	15	122	32	Lot 004 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0534	15	122	32	Lot 005 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0535	15	122	32	Lot 006 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0536	15	122	32	Lot 007 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0537	15	122	32	Lot 008 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0538	15	122	32	Lot 009 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00
70.39118.0539	15	122	32	Lot 010 Block 002 of HEATHERWOOD PLAT 3	\$ 10,500.00

We, the governing body of the City of Paynesville after due investigation do hereby approve the classification as made by the County Board of Stearns County and also approve the sale of such lands according to law.

Dated this _____ day of _____,

Paynesville City Mayor

23

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.38936.0000

Legal Description:

Property Address: 313 LAKE AVE

SubdivisionName GILBERT'S 4TH ADD Lot 001
SubdivisionCd 70009 S68' OF N128' OF W150' OF LOT
1

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

Water plant last payment due in 2008 of \$7.02, Lake Ave Street Project due in 2008-2012 taxes for \$252.55 per year and 2013 for final year at \$252.52, 2010 taxes \$211.81 for refuse certified all due in 2010, 2011 taxes \$106.17 for refuse certified all due in 2011, 2012 taxes \$107.25 for refuse certified all due in 2012, 2016 taxes \$353.15 for refuse and \$161.51 for water/sewer certified all due in 2016.

Restrictions/Other Information:

House is has been deemed uninhabitable.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY
Signature:

24

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.0521

Legal Description:

SubdivisionName HEATHERWOOD PLAT 3 Lot 013
Block 001 SubdivisionCd 70049

Property Address: 585 KIRA LN

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature:

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.0533

Legal Description:

SubdivisionName HEATHERWOOD PLAT 3 Lot 004
Block 002 SubdivisionCd 70049

Property Address: 275 KIRA CT

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature:

26

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.0534

Legal Description:

SubdivisionName HEATHERWOOD PLAT 3 Lot 005
Block 002 SubdivisionCd 70049

Property Address: 255 KIRA CT

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature:

2

Stearns County Tax Forfeiture Property Information Form

Local Government: **PAYNESVILLE CITY**

Parcel Number: **70.39118.0535**

Legal Description:

SubdivisionName **HEATHERWOOD PLAT 3 Lot 006**
Block 002 SubdivisionCd **70049**

Property Address: **225 KIRA CT**

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature: _____

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.0536

Legal Description:

SubdivisionName HEATHERWOOD PLAT 3 Lot 007
Block 002 SubdivisionCd 70049

Property Address: 215 KIRA CT

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature:

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.0537

Legal Description:

SubdivisionName HEATHERWOOD PLAT 3 Lot 008
Block 002 SubdivisionCd 70049

Property Address: 305 KIRA CT

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature:

30

Stearns County Tax Forfeiture Property Information Form

Local Government: PAYNESVILLE CITY

Parcel Number: 70.39118.053 §

Legal Description:

Property Address: 325
~~306~~ KIRA CT or
 957 South St

SubdivisionName HEATHERWOOD PLAT 3 Lot 009
Block 002 **SubdivisionCd** 70049

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature: _____

Stearns County Tax Forfeiture Property Information Form

Local Government: **PAYNESVILLE CITY**

Parcel Number: **70.39118.0539**

Legal Description:

SubdivisionName **HEATHERWOOD PLAT 3 Lot 0 10**
Block 002 SubdivisionCd **70049**

Property Address: **385 KIRA CT**
991 South St

Zoning:

R-1 Single & Two Family Residential

Special Assessments to be Recertified and terms:

\$15,454.46 was due 4/16/15. Since not paid they are incurring interest from 4/16/15 to date of sale at a rate of 8% per annum.

\$1,216.48 due at date of sale

\$15.47 certified to taxes in 2014 for unpaid mowing, due at date of sale

\$113.94 certified to taxes in 2016 for unpaid mowing, due at date of sale

Restrictions/Other Information:

There is a covenant on this lot.

Environmental/Wetland Information:

Not applicable

PAYNESVILLE CITY

Signature: _____

32

Allocation to Tax Funds for State Share

- 1) County Administrative Expenses
- 2) Special Assessments levied against tax Bills
- 3) Future Special Assessments
- 4) County Park 20%
- 5) Remainder to be divided by County (40%), School (40%) & City (20%)

Example of Lot Sale & Distribution of Proceeds

Parcel 70.39118.0521

Sale Price \$ 10,500.00

Uncollected Special Assessments

S-702008020 Heatherwood Plat 3 Project	\$ 15,454.46
702008020A Heatherwood Plat 3 Project/2015 Add Deferral	\$ 1,216.48
Total Assessments	\$ 16,670.94

Estimate of County Expense	\$1,000.00
Special Assessments Levied against Tax Bills	
Future Special Assessments (\$16,670.94)	\$ 9,500.00
Parks (20%)	\$ -
County (40% Remainder)	\$ -
City (20% Remainder)	\$ -
School (40% Remainder)	\$ -

Example: All revenue and expenses are totaled for 2015 and disbursed usually in June of 2016.

If you have any other questions please feel free to contact me.

STEVE HOLTHAUS

Stearns County Auditor-Treasurer
Division of Land Management
705 Courthouse Square Rm. 148
St. Cloud, MN 56303
Phone # 320-656-3904

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – B

**ITEM DESCRIPTION: Petition From Terry Kulzer – On Sale Non-Intoxicating Malt
Liquor License – Paynesville Baseball Club, Inc.**

Prepared by: Staff

COMMENTS:

This was tabled from the November 23, 2015 City Council meeting. Please review the attached petition submitted by Terry Kulzer and others.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION

Motion to _____

Petition to Limit Alcohol Sale at the Paynesville Baseball Park Facility

COPY

We, the undersigned, residents of Paynesville, MN, request the Paynesville City Council take action to limit alcohol sale at the Baseball Park Facility to 3.2 malt liquor as stated in the lease agreement and to close such sales at or before 10:00 PM.

This should:

- improve safety for pedestrians and other traffic in the neighborhood
- encourage compliance with the 11:00 PM City noise ordinance
- encourage this neighborhood's peaceful co-existence with the ballpark, and
- bring the ballpark into compliance with statements made at the 3/13/2012 community meeting

1

We respectfully request your consideration regarding our concerns.

Name (please print)	Address	Phone Number	Signature
TERRANCE KULZER	680 SPRUCE ST.		Terrance Kulzer
Sharon Thomas	680 Spruce St.		Sharon Thomas
John Ross	927 Spruce Burr		John D. Ross
Kathy Nett	927 Burr St.		Kathy Nett
Bernette Helling	644 Spruce St.		Bernette Helling
Patricia Koski	622 Spruce St		Patricia L. Koski
RON MENK	648 SPRUCE ST		Ronald Dean Menk
CAROL Menk	648 Spruce St		Carol D. Menk
MARGIE LIESER	635 Spruce ST		Margie Lieser
Sarah Lieser	680 Elm Street		Sarah Lieser
Art Voss	662 Ponderosa		Art Voss
Bernie Voss	" "		Bernie Voss
Tom Voss	1041 Burr		Tom Voss
Betty Keller	681 Ponderosa		Betty Keller
Megan Wheelchel	663 Ponderosa		Megan P. Wheelchel
Dan Flan	666 ELM STREET		Dan Flan
Mary Flan	666 Elm St.		Mary Flan
Cat Beckius	606 Spruce St.		Cat Beckius
Judy Ramthun	957 Maple St.		Judy Ramthun
Ken Ramthun	" "		Ken Ramthun
Tammy Armstrong	927 Maple St		Tammy Armstrong
Mike Armstrong	927 S. Maple St.		Mike Armstrong

Petition to Limit Alcohol Sale at the Paynesville Baseball Park Facility

COPY

We, the undersigned, residents of Paynesville, MN, request the Paynesville City Council take action to limit alcohol sale at the Baseball Park Facility to 3.2 malt liquor as stated in the lease agreement and to close such sales at or before 10:00 PM.

This should:

- improve safety for pedestrians and other traffic in the neighborhood
- encourage compliance with the 11:00 PM City noise ordinance
- encourage this neighborhood's peaceful co-existence with the ballpark, and
- bring the ballpark into compliance with statements made at the 3/13/2012 community meeting

We respectfully request your consideration regarding our concerns.

Name (please print)	Address	Phone Number	Signature
Jerome DeGuzman	978 Maple St	243-6130	[Signature]
Bridget	978 Maple St	243-6130	[Signature]
ROLAND SEVERSON	1057 Burr St		[Signature]
Mary Ann	Chadwick 1087 Burr St		Mary Ann Calabrese
Sharon F.	101 Circle Pines Ct.	243-4108	[Signature]
Yvonne Johnson	461 Circle Pines Ct.	567-381-4535	[Signature]
Mary Ellen O'Morris	647 Circle Pines Ct.	320-243-7261	Mary Ellen Morris
Mary Petersen	648 Circle Pines Ct	320-267-4142	Mary Petersen
DAN PETERSEN	—	526-264-1118	[Signature]
Carol Miller	664 Circle Pines Ct	320-243-3523	Carol Miller
Mupt. Bang	480 Circle Pines Ct	320-243-3124	Mupt. Bang
Ronald Bang	—	243-3124	Ron Bang
Ethelma Spence	1063 Service Rd	243-4732	Ethelma Spence
Dale Miller	664 Circle Pines Ct	243-3523	Dale F. Miller
Donna Coulter	681 Service Rd	243-2724	Donna Coulter
Dalores Spanier	667 Elm St.	243-7160	Dalores Spanier
Ern Fleischhack	681 Circle Pines Ct	243 4108	Ern Fleischhack
DAN JOHNSON	661 Circle Pines Ct	493-7310	Dan Johnson

2

Subd. 1. Applicant. A club or charitable, religious, or non-profit organization shall qualify for a temporary on-sale beer license.

Subd. 2. Conditions.

A. An application for a temporary license shall state the exact dates and place of proposed temporary sale.

B. No applicant shall qualify for a temporary license for more than a total of seven (7) days in any calendar year.

C. The Council may, but at no time shall it be under any obligation whatsoever to, grant a temporary beer license on premises owned or controlled by the City. Any such license may be conditioned, qualified or restricted as the Council sees fit. If the premises to be licensed are owned or under the control of the City, the applicant shall file with the City, prior to issuance of the license, a certificate of liability insurance coverage in at least the sum of one hundred thousand dollars (\$100,000.00) for injury to any one person and three hundred thousand dollars (\$300,000.00) for injury to more than one person, and one hundred thousand dollars (\$100,000.00) for property damage, or a combined single limit of three hundred thousand dollars (\$300,000.00), naming the City as an insured during the license period. An annual aggregate of \$600,000.00 may be included in the insurance coverage.

SEC. 5.32. HOURS AND DAYS OF BEER SALES. No sale of beer shall be made between the hours of 2:00 a.m. and 8:00 a.m. on the days of Monday through Saturday nor after 2:00 a.m. on Sunday.

Source: Ordinance No. 63, 2nd Series
Effective Date: 11-20-2003

(Sections 5.33 through 5.39, inclusive, reserved for future expansion.)

(Pages 136 through 140 reserved)

SEC. 5.40. LIQUOR LICENSE REQUIRED. It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale, or otherwise dispose of liquor, as part of a commercial transaction, without a license therefore from the City. This Section shall not apply (1) to such potable liquors as are intended for therapeutic purposes and not as a beverage, (2) to industrial alcohol and its compounds not prepared or used for beverage purposes, (3) to wine in the possession of a person duly licensed under this Chapter as an on-sale wine licensee, (4) to sales by manufacturers to wholesalers duly licensed as such by the Commissioner, (5) to sales by wholesalers to persons holding liquor licenses from the City, or (6) to the municipal liquor store. The voters of the City having authorized such issuance at a special election called for that purpose, the City may issue on-sale liquor licenses to hotels, restaurants, and clubs provided that liquor sales will be made only to members and bona fide guests. Any person licensed to sell liquor on-sale shall not be required to obtain an on-sale beer license, and may sell beer on-sale without an additional license.

SEC. 5.41. TEMPORARY LIQUOR LICENSE.

37

\$100.00

"ON SALE" NON-INTOXICATING MALT LIQUOR LICENSE

No. 2015-2

License is hereby granted to

3

Paynesville Baseball Club Inc.

TO SELL AT THE STADIUM

3.2% BEER

FOR CONSUMPTION ON THE PREMISES LOCATED AT

900 Spruce St, Paynesville MN 56362

IN THE CITY OF PAYNESVILLE THE COUNTY OF STEARNS, STATE OF MINNESOTA FOR THE
PERIOD COMMENCING
JUNE 1, 2015 AND TERMINATING SEPTEMBER 7, 2015.

This license is granted pursuant to application and payment of fee therefore and is subject to all the provisions and conditions of the laws of the state and of the federal government pertaining to such sale and is revocable for the violation thereof. Not transferable.

WITNESS THE GOVERNING BODY OF THE CITY OF PAYNESVILLE
AND THE SEAL THEREOF THIS 23RD DAY OF MARCH, 2015

THE COUNCIL OF THE CITY OF PAYNESVILLE

Attest: Renee Eckerly
Renee Eckerly, City Administrator

By: Jeff Thompson
Jeff Thompson, Mayor

4

Subd. 7. Resident Manager or Agent. Before a license is issued under this Chapter to an individual who is a non-resident of the City, to more than one individual whether or not they are residents of the City, or to a corporation, partnership, or association, the applicant or applicants shall appoint in writing a natural person who is a resident of the City as its manager or agent. Such resident manager or agent shall, by the terms of his written consent, (1) take full responsibility for the conduct of the licensed premises, and, (2) serve as agent for service of notices and other process relating to the license. Such manager or agent must be a person who, by reason of age, character, reputation, and other attributes, could qualify individually as a licensee. If such manager or agent ceases to be a resident of the City or ceases to act in such capacity for the licensee without appointment of a successor, the license issued pursuant to such appointment shall be subject to revocation or suspension.

Subd. 8. Persons Disqualified.

A. No license under this Chapter may be issued, or renewed, to: (1) a person not a citizen of the United States or a resident alien; (2) a person who within five (5) years of the license application has been convicted of a willful violation of a Federal or State law, or local ordinance governing the manufacture, sale, distribution, or possession for sale or distribution, of alcoholic beverages; (3) a person who has had an alcoholic beverage license revoked within five (5) years of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than five percent of the capital stock of a corporate licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested; (4) a person under the age of twenty-one (21) years; or, (5) a person not of good moral character and repute.

B. No person holding a license from the Commissioner as a manufacturer, brewer or wholesaler may have any direct or indirect interest in a business holding an alcoholic beverage license from the City.

SEC. 5.03. RENEWAL LICENSE APPLICATIONS. Applications for renewal of all licenses under this Chapter shall be made at least thirty (30) days prior to the date of expiration of the license, and shall contain such information as is required by the City. This time requirement may be waived by the Council for good and sufficient cause.

SEC. 5.04. DELINQUENT TAXES AND CHARGES. No license under this Chapter shall be granted for operation on any premises upon which taxes, assessments, or installments thereof, or other financial claims of the City, are owed and are delinquent and unpaid.

SEC. 5.05. CONDITIONAL LICENSES. Notwithstanding any provision of law to the contrary, the Council may, upon a finding of the necessity therefore, place such special conditions and restrictions, in addition to those stated in this Chapter, upon any license as it, in its discretion, may deem reasonable and justified.

SEC. 5.06. PREMISES LICENSED. Unless expressly stated therein, a license issued under the provisions of this Chapter shall be valid only in the compact and contiguous building or structure situated on the premises described in the license, and all transactions relating to a sale under such license must take place within such building or structure.

69

property without prior written permission from the City; or, (9) use a flash or spotlight in a manner so as to annoy or endanger others; or, (10) cause defacement, destruction, or otherwise damage to any premises or any property located thereon; or, (11) strew, scatter, litter, throw, dispose of or deposit any refuse, garbage, or rubbish unto any premises except into receptacles provided for such purpose; or, (12) enter any motor vehicle of another without the consent of the owner or operator; or, (13) fail or refuse to vacate or leave any premises after being requested or ordered, whether orally or in writing, to do so, by the owner, or person in charge thereof, or by any law enforcement agent or official; provided, however, that this provision shall not apply to any person who is owner or tenant of the premises involved nor to any law enforcement or other government official who may be present thereon at that time as part of his official duty, nor shall it include the spouse, children, employee or tenant of such owner or occupier.

SEC. 10.32. DISORDERLY CONDUCT - NOISY PARTIES.

Subd. 1. General Prohibition. It is unlawful to engage in acts or activities which are defined to be loud, disturbing and unnecessary noises in violation of this Section. The following enumeration of acts deemed and declared to be loud, disturbing and unnecessary noises in violation of this Section is intended to constitute a listing of examples of such loud, disturbing and unnecessary noises, which listing shall not be deemed to be exclusive.

A. Radios, Phonographs, Etc. The using, operating or permitting to be played any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet or comfort of the persons residing in the neighborhood at any time with louder volume than is reasonably necessary for the convenient hearing of the person or persons who are in the room, vehicle or chamber in which such machine or device is being operated. The operation of such set, instrument, phonograph machine or device between the hours of 11:00 P.M. and 7:00 A.M. in such a manner as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this Section.

B. Loudspeakers, Amplifiers for Advertising. The using, operating or permitting to be played any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

C. Yelling, Shouting, Etc. Yelling, shouting, hooting, whistling or singing at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel, motel, or other place of residence, or of any person in the vicinity.

D. Animals, Birds, Etc. The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort or repose of any persons in the vicinity.

E. Whistles or Sirens. The blowing of a locomotive whistle or steam whistle attached to any stationary boiler or any siren whatsoever except to give notice of the time to begin or stop work or as a warning of fire or danger, or by public emergency vehicles.

Subd. 2. Unlawful Acts.

A. It is unlawful for any minor person to be or loiter upon the streets or public places between the hours of 11:00 o'clock P.M. and 5:00 o'clock A.M. of the day following.

Community Input Concerning the District 741 Stadium Project

6

3/13/2012

- The Amateur Baseball Association and Community raised the funds and did all of the work for this to take place.
- The stadium is located on the school grounds and the upgrades did not cost the District very much (\$25,000)
- Mn. State laws allows for 3.2 beer to be sold on school property (see handout).
- The Amateur Baseball Association has requested to lease the stadium area during the non-school summer months of the year.
- The lease would:
 - Allow for the Amateur Baseball Association to sell 3.2 beer during special events approved by the School Board.
 - Special event are 1 time events.
 - Allow the Amateur Baseball Association to sell 3.2 beer during their games.
 - Would need to add time that cut off the sale of 3.2 beer and remove everyone from the stadium area.
 - Would not allow 3.2 beer be sold when any school sponsored event occurs on the secondary school grounds which involves children.
 - The Amateur Baseball Association would provide insurance coverage during their events. Liability insurance \$1,000,000 per occurrence, \$2,000,000 aggregate and umbrella of an additional \$1,000,000. If 3.2 beer is sold the association will maintain liquor liability insurance.
 - Would allow for additional licensed vendor(s) with proper insurance.
 - Would provide requirements for proper controls for legal age requirements.
 - 3.2 beer must be in cans or poured into plastic cups. No glass bottles will be allowed in the area.
 - All cups or cans in which 3.2 beer is served shall not be allowed to leave the facilities.
 - At the end of each event, all cups or cans in which 3.2 beer have been served shall be removed from the premises.
 - Non-school organizations holding events at the facilities are required to provide one or more adult stadium monitors. District 741 may be entitled to set the number of stadium monitors, depending on the nature and anticipated size of the event. At least one such adult stadium monitor shall be on the facilities site at all times during the event.
 - No beer advertising left on site after special event or amateur baseball games.
 - Community Education has final say when scheduling conflicts occur.
 - The lease would be for a three year period.

(MORE INFO ON BACK)

41



- There are provisions for the lease to be terminated by the District or Amateur Baseball Association.
- No rent would be required from the Amateur Baseball Association because of their contribution to the storm shelter/stadium project.
- Other groups using the storm shelter/stadium would be charged for the use of the facility.
 - \$100 minimum charge
 - 10% on net profit up to \$1,000
 - 15% on net profit from \$1,001 through \$3,000
 - 20% on net profit from \$3,001 through \$8,000
 - 25% on net profit in excess of \$8,000
- The Amateur Baseball Association will follow the cleanup check list.
- The District will maintain the facilities within reasonable budget limitations.
- All state and local laws related to sales of 3.2 beer will be observed.

7. No special events past 11pm at night. The stadium is very close to homes and for respect of homeowners.

No beer served after the closing of the special event. Any beer consumption after the closing of a special event

needs to be done off the special event sight.

8. No beer signs or sales materials to remain in view of any person on the school grounds after the event.

WORE INFO ON BACK 42

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: February 22, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – C

ITEM DESCRIPTION: Airport – Maintenance & Operation Grant

Prepared by: Staff

COMMENTS:

Ron Mergen & Chuck DeWolf will give a verbal report. Please review the attached State of MN Airport Maintenance And Operation Grant Contract and Resolution 2016-04 Authorization To Execute MnDOT Airport Maintenance And Operation Grant Contract.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the State of MN Airport Maintenance And Operation Grant Contract and Resolution 2016-04 Authorization To Execute MnDOT Airport Maintenance And Operation Grant Contract.

Jennifer Welling

From: Ron Mergen
Sent: Wednesday, February 03, 2016 11:00 AM
To: Belinda Ludwig; Renee Eckerly; Jennifer Welling
Subject: FW: Paynesville Municipal Airport Maintenance and Operation Grant Contract for State Fiscal Years 2016 and 2017
Attachments: 2016-2017 PAYNESVILLE GRANT.pdf

FYI
New Airport O & M Grant info. Good and bad news
Jen, Resolution needs go to council, last meeting in Feb or March
Thanks Ron

From: Bahneman, Jennifer (DOT) [mailto:jenny.bahneman@state.mn.us]
Sent: Wednesday, February 03, 2016 10:28 AM
To: Ron Mergen
Subject: Paynesville Municipal Airport Maintenance and Operation Grant Contract for State Fiscal Years 2016 and 2017

Good Morning,

Revised Maintenance and Operation (M & O) grant contracts are now available. Highlighted changes include:

- Increased caps (for most airports)
- 75% reimbursement of eligible items
- Revised contract document
- Mandatory quarterly reporting

Please return the attached M & O grant contract via e-mail to me as a ".pdf." A resolution must accompany the grant contract. A sample is included with the grant contract or you may use your sponsor's standard form.

Our website (<http://www.dot.state.mn.us/aero/airportdevelopment/mando.html>) will soon be updated with information on the reimbursement process. More items will now be eligible for reimbursement and the M & O Credit Application form has been revised. Please remember that reimbursement cannot be made until the grant contract is fully executed.

If you have any questions, please contact me at jenny.bahneman@state.mn.us or 1-800-657-3922.

Jenny

Jenny Bahneman
Grants Specialist
Minnesota Department of Transportation
Office of Aeronautics
222 East Plato Boulevard
Saint Paul, Minnesota 55107-1618
1-800-657-3922 toll free
jenny.bahneman@state.mn.us



**STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

State Project Number (S.P.): A7302-MO16

State Project Number (S.P.): A7302-MO17

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Paynesville acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2016 and State Fiscal Year 2017.
3. Recipient assures the State that Recipient will operate and maintain the airport according to the duties and obligations set forth in this Contract.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1 **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1 Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2 The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area.
- 2.3 If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.
- 2.4 If the State contracts for the periodic paint striping of the Airport’s runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5 The Recipient will allow a representative of the State’s Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.

45

3. Recipient's Assurances

- 3.1 In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 3.2 Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.

4. Third-Party Contracting

- 4.1 Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1 **Consideration.** State will pay for all eligible maintenance and operation costs incurred by Recipient under this Contract as follows:
- 5.1.1 **Basis.** Recipient will be paid for 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$20,400.00 ("Base Amount") of state aid for each state fiscal year.
- 5.1.2 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$40,800.00 [Total for both fiscal years] (\$20,400.00 for FY2016 and \$20,400.00 for FY2017).

5.2 Payment

- 5.2.1 The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
- In October, **No later than November 15**, for the period July 1 through September 30.
 - In January, **No later than February 15**, for the period October 1 through December 31.
 - In April, **No later than May 15**, for the period January 1 through March 31.
 - In July, **No later than August 15**, for the period April 1 through June 30.
- The State reserves the right to reject items that may not be eligible for reimbursement.

6. Conditions of Payment

- 6.1 All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1 **State's Authorized Representative.** State's Authorized Representative will be:
 Jenny Bahneman, Grants Specialist
 222 East Plato Boulevard
 Saint Paul, Minnesota 55107-1618
 651-234-7240

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will certify acceptance on each reimbursement request submitted for payment.

7.2 Recipient's Authorized Representative. Recipient's Authorized Representative will be:
Ron Mergen, Airport Manager
221 Washburne Avenue, Paynesville, MN 56362
(320) 243-3714, extension 230
ron@paynesvillemn.com

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1 Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2 Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3 Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4 Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9. Indemnification

- 9.1** In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1** Under Minnesota Statutes §16C.05, subdivision 5, Recipient's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

11. Government Data Practices

- 11.1 Government Data Practices.** Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1** Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

13.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

14.1 Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

15.1 **Termination by State.** State may cancel this contract at any time, with or without cause, upon 30 days' written notice to Recipient. Upon termination, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Recipient. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Recipient notice of the lack of funding within a reasonable time of State's receiving that notice.

16. Discrimination Prohibited by Minnesota Statutes §181.59

16.1 Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

48

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

DEPARTMENT OF TRANSPORTATION

By: _____

(with delegated authority)

Title: _____

Date: _____

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

49

RESOLUTION
2016 - 04
AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

It is resolved by the City of Paynesville as follows:

1. That the state of Minnesota Contract Number 1001036,
"Airport Maintenance and Operation Grant Contract," at the
Paynesville Municipal Airport is accepted.

2. That the Mayor and City Administrator are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Paynesville.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Stearns

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Paynesville
(Name of the Recipient)

at an authorized meeting held on the 22nd day of February, 2016

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



INFORMATIONAL

Teal's Management Group, Inc.

P.O. Box 660, Cass Lake, MN 56633
Ph. (218) 335-2622 Fax (218) 335-2160

February 11, 2016

City of Paynesville
Attn: Renee Eckerly
221 Washburne Avenue
Paynesville, MN 56362

RE: Extension of Lease Agreement

Dear Ms. Eckerly

I have received your written notice in regards to renewing and extending the current lease between the City of Paynesville and Roger D. Teal Revocable Trust & Teal Family Limited Partnership in the Koronis Hills Center. The extension lease period will be from April 1, 2016 to March 31, 2021. Base rent will increase from the current amount of \$1,635.00 per month to \$1,828.00 per month beginning April 1, 2016. Also continuing shall be the \$10.00 per month fee for sign electricity.

Sincerely,

Roger Teal
Owner
Teal's Management Group, Inc.

LEASE AGREEMENT
Koronis Hills Centre
Paynesville, Minnesota

THIS LEASE AGREEMENT, dated this 20 day of December, 2010 by and between **Roger D. Teal Revocable Trust and Teal Family Limited Partnership**, hereinafter referred to as "Landlord", and City of Paynesville, hereinafter referred to as "Tenant".

WITNESSETH:

- 1) **LEASED PREMISIS:** In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Landlord does hereby lease and let onto Tenant and Tenant does hereby hire, lease and take Landlord, that certain real property consisting of: 3250 sf. located in the middle section (hereinafter called the "Leased Premises"), and being a part of a certain office/retail development known as Koronis Hills Centre located at 970 Highway 23, Paynesville, Minnesota.
- 2) **TERM:** Subject to and upon the conditions set forth in this Lease Agreement, the term of this Lease shall be for a period of five (5) years commencing on April 1, 2011 and terminating on March 31, 2016 (which together with any extension or renewal thereof is hereinafter called the "Term"). Landlord agrees to use its best efforts to deliver possession of the Leased Premises in the condition required by this Lease on or before the commencement of the Term.
- 3) **USE:** The Premises may be used by the Tenant solely for the following purpose: Municipal retail liquor store. Tenant agrees not to perform any acts or carry out any practices which may injure the improvements on the Leased Premises and shall keep the Leased Premises in a clean, safe, sanitary and first class condition, clean or free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises or designated areas within the common areas.
- 4) **BASE RENT:** Landlord reserves and Tenant covenants to pay to Landlord, without notice, setoff or demand, at such place as Landlord may designate from time to time in writing, in advance during the first two (2) years of the Term, a base rent equal to One Thousand Four Hundred Sixty and no/100 (\$1,460.00) per month and during the third, fourth and fifth years of the Term, a base rent equal to One Thousand Six Hundred Thirty-five and no/100 (\$1,635.00) per month. The first monthly payment of base rent shall be due on April 1, 2011.
- 5) **OPTION TO RENEW:** Provided that Tenant is not then in default under this Lease, Landlord grants an option to Tenant to renew and extend this lease for one additional period of five (5) years commencing on April 1, 2016 on the same terms and conditions as contained herein provided that the base rent for each month during the extension period shall be increased to One Thousand Eight Hundred Twenty-eight and no/100 (\$1,828.00) per month. Tenant shall exercise its option, if at all, by written notice given at least ninety (90) days prior to the termination of the initial Term.
- 6) **UTILITIES:** Commencing April 1, 2011, Tenant shall procure and promptly pay, when due, all charges for sewer usage, refuse removal, electricity, gas, telephone, and other utility services

used in the Leased Premises during the Term. In no event shall Landlord be responsible or liable for any interruption in the supply of any utilities to the Leased Premises.

- 7) **LEASEHOLD IMPROVEMENTS:** Landlord agrees that it shall undertake the following improvements to the Leased Premises:
- A) Landlord shall provide a vanilla shell to include: framing outside and inside walls with sheetrock being taped and sanded and ready to paint, insulate walls and ceiling, concrete floor, 2' x 4' suspended ceiling with standard lay in lights, 100 Amp electrical service, 10 electrical outlets, electricity to outside signs, one ADA compliant restroom and HVAC system (minimum of a 3 ton unit by Landlord). Note: Additional HVAC is the responsibility of the Tenant. All other leasehold improvements shall be the responsibility of the Tenant.
 - B) Landlord shall widen the service door and cut a new door into the Leased Premises in locations agreed to by Landlord and Tenant.
- 8) **REPAIRS AND MAINTENANCE:** Landlord shall keep and maintain in good order, condition and repair, the foundation, exterior walls, roof and structural part of the floor, the exterior and interior portions of all doors, glass and glass windows, all mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems within, affixed to (roof mounted, or otherwise), or serving the Lease Premises. However, in the event of any damage to any of the foregoing caused by the negligence of Tenant, its employees, agents, invitees, licensees or contractors, then, the Landlord may at its option put or cause the same to be put into condition and state of repair necessary, and in such case the Tenant, on demand, shall pay the cost thereof.

Landlord shall be responsible for all outside maintenance of the Leased Premises and building, including grounds and parking areas. All such maintenance responsibility which is the Landlord's shall be provided as reasonably necessary to the comfortable use and occupancy of the Leased Premises during normal business hours with the exception of any holidays on which businesses which are part of the Koronis Hills Centre are not open for business, upon the condition that the Landlord shall not be liable for damages for failure to do so due to causes beyond his control.

Tenant shall, at all times throughout the term of this Lease, including renewals and extensions, at the Tenant's cost and expense, keep and maintain in good order, condition and repair, all portions of the Leased Premises other than provided in the preceding portions of this section, including without limitation, the interior walls, partitions, floor and ceilings, signs of Tenant; and all fixtures, appliances and equipment furnished by Landlord, if any. If Tenant shall fail to keep and preserve the Leased Premises in the state and condition required by this Paragraph, the Landlord may at its option put or cause the same to be put into condition and state of repair necessary, and in such case Tenant, on demand, shall pay the costs thereof. Notwithstanding any other provisions herein contained.

9) **INDEMNITY:**

- A) Subject to Landlord's obligations under Section 7, Tenant accepts the Leased Premises in its present condition and without any representation or warranty by Landlord as to the condition of the Leased Premises or its suitability for Tenant's use or occupancy.
- B) Tenant agrees to indemnify and save the Landlord, its successors and assigns, harmless against any and all claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, for the defense thereof, arising from the conduct of or management of the business being conducted by Tenant in the Leased Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, in or about the Leased Premises, except to the extent attributable to the negligence of the Landlord. In case of any action or proceeding by or against the Landlord by reason of any such claims, upon notice from Landlord, Tenant covenants to defend such action or proceeding. Landlord shall not be liable to Tenant, and Tenant waives all claims for damages to person or property sustained by Tenant or Tenant's employees, agents, servants, invitees or customers or to any other person resulting from the Leased Premises or any equipment or appurtenances thereto becoming out of repair or resulting from any accident or occurrence in or about the Leased Premises, or the building or underlying land on or in which they are situated. All property belonging to Tenant or any other occupant of the Leased Premises shall be there at the sole risk of Tenant or of any other such person only, and Landlord shall not be liable for any damages thereto, or theft or misappropriation thereof. Tenant shall not be liable to Landlord, or to Landlord's agents, servants, employees or invitees for any damage caused by the intentional act or negligence of Landlord and Landlord agrees to indemnify and hold Tenant harmless from all claims for such damage.
- 10) **UNLAWFUL USE:** Tenant agrees not to occupy or use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or permit anything done which would in any way increase the rate of fire insurance coverage on the building and/or its contents.
- 11) **COMPLIANCE WITH LAWS AND REGULATIONS:** Tenant agrees to comply with all laws, ordinances, orders, rules or regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Leased Premises.
- 12) **ENTRY FOR REPAIRS, INSPECTION:** The Landlord or its employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times, during regular business hours, for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers, inspection, cleaning, repairing, altering or improving the same or said building, but nothing contained in this paragraph shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations, or improvements.

13) **INSTALLATIONS AND ALTERATIONS:**

- A) Tenant shall have the right to install its own trade fixtures and equipment, which shall at all times remain its property.
- B) Tenant may not make any alterations or additions in or to the building or Leased Premises, or make any contracts therefore, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall deliver to Landlord any plans and specifications and copies of proposed contracts and necessary permits, and shall furnish such reasonable indemnification against liens, as may be required by Landlord, including without limitation a payment or performance bond. Tenant may erect such signs on the exterior of the building, at mutually agreed upon locations, as it may deem desirable, provided that such signage do not exceed in weight the carrying capacity of the building and are in compliance with applicable laws and ordinances.
- C) Tenant may, at its sole expense, install and maintain an ice machine on the exterior of the building in front of the Leased Premises.

14) **SIGNS:** Tenant is hereby notified that any and all signage and installation (if any) must be approved by the City of Paynesville and ownership prior to any installation.

A) **Large Marquee Signage:**

Tenant may place their own sign faces on both marquees at no charge. The only cost to Tenant shall be that of the sign faces and installation.

B) **Signage above Leased Premises:**

Tenant may place its own illuminated sign above the Leased Premises. Said cost shall be that of the Tenant. Said sign must be electrical and be set on a timer or dusk to dawn hook up.

C) Tenant may display temporary banners outside of the Leased Premises as reasonably agreed to by Landlord from time to time.

D) Tenant may, in its discretion, place signage on the southeast corner of the building and the west side of the building with Landlord's reasonable approval.

15) **COMMON AREAS:** "Common Areas" shall consist of all parts of the building and surrounding areas not under lease exclusively to Tenant or to other tenants, including, but not limited to, parking areas, access roads and facilities, driveways, sidewalks, handicap accessible ramps, and other walkways, landscaped areas, and such other areas and improvements provided for common use and benefit. Landlord and Tenant and invitees, employees, and visitors, shall have common and non-exclusive rights to the use of said common areas, subject, however to Landlord's exclusive rights to establish, modify and enforce reasonable rules and regulations with respect to all common areas and facilities for the safety, comfort and convenience of the owners, occupant, tenants and invitees of said building.

- 16) **QUIET ENJOYMENT:** Landlord covenants to Tenant, that upon Tenant paying the rentals provided for herein and performing the covenants and agreements to be performed by it, Tenant will have, hold and enjoy quiet possession of the Leased Premises during the Term.
- 17) **ASSIGNMENT AND SUBLETTING:**
- A) Tenant may not assign or transfer this Lease or any interest therein, or sublet the Leased Premises or any part or parts thereof, or permit occupancy by anyone with, through or under it, without the previous written consent of Landlord, which Landlord agrees not to unreasonably withhold. No assignment or subletting shall release Tenant of any of its obligations under this Lease, or be construed or taken as a waiver of any of the Landlord's rights or remedies hereunder. Every assignee or sublessee of this Lease shall be subject to and bound by all of the covenants, provisions and conditions of this Lease to the same extent as the original tenant.
- B) Notwithstanding the foregoing, neither this Lease nor any interest herein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or the operation of law, or in such event, this Lease shall terminate upon the date of appointment of such trustee or receiver or the date of assignment or transfer by operation of law.
- 18) **LOSS BY CASUALTY:** If the building is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease Agreement, provided it gives written notice thereof to the Tenant within one hundred twenty (120) days after such damage or destruction and the rent shall be abated for the unexpired portion of the Lease Term effective as of the date of such damage or destruction. If a portion of the Leased Premises is damaged by fire or other casualty, and Landlord does not elect to terminate this Lease Agreement, Landlord shall, at its expense, proceed with reasonable diligence to restore the Leased Premises to as near the condition in which it existed immediately prior to such damage or destruction, as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable of the Leased Premises bears to the entire Leased Premises.
- 19) **CASUALTY INSURANCE:** Landlord may in its sole discretion maintain a policy or policies of insurance, insuring the building against loss or damage by fire, explosion or other hazards and contingencies; provided, that Landlord shall not be obligated in any way or manner to insure any personal property of tenant or which Tenant may have upon or within the Leased Premises or any fixtures installed by or paid for the Tenant upon or within the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises. Tenant will maintain, at its sole cost, during the Term fire and extended coverage insurance covering all Tenant improvements and Tenant's personal property.
- 20) **PUBLIC LIABILITY INSURANCE:** Tenant shall, at all times during the Term, at its sole cost and expense, maintain a policy or policies of comprehensive general liability insurance insuring against liability for injuries to or death of any person or damage to or loss of property arising on, out of or in any way relating to the Leased Premises for the business conducted thereon, or any part thereof, in an amount agreeable to Landlord, but not less than \$1,000,000.00 for the death of or personal injury to any one person, \$2,000,000.00 for all personal injuries and deaths resulting

from any one accident, and \$100,000.00 for property damage in any one accident. Such policy or policies shall be written in the names of the Landlord, the Tenant and any mortgagee designated by Landlord, as insureds or loss payees, as appropriate, as their respective interests may appear. Each policy of insurance shall contain a provision that the insurer shall not cancel, refuse to renew or materially modify without given written notice to the Landlord, and any mortgagee named, at least thirty (30) days before cancellation, non-renewal or modification becomes effective. If Tenant fails to maintain such insurance, Landlord may obtain such insurance and keep the same in full force and effect, and the Tenant shall reimburse the Landlord immediately upon notice of such payment by Landlord as additional rent under this Lease all sums advanced by Landlord to maintain such insurance, together with interest at the rate of ten percent (10%) per annum, accruing from the date of payment by the Landlord until reimbursement by Tenant.

- 21) **MUTUAL WAIVER OF SUBROGATION:** Each party hereto expressly waives any and all claims which arise or may arise in its or their favor and against the other party hereto, or their respective agents or employees, during the term of this Lease hereinabove provided, or any extension thereof, for any and all loss of or damage to any of their property located within or upon or constituting a part of the building of which the Leased Premises are a part or underlying land, resulting from any peril or risk covered by the casualty insurance in effect as of the date of such loss or damage, notwithstanding said injury or damage is caused by the negligence of either of the parties hereto, their agents, servants or employees. Each of the parties agrees to look to their own insurance carrier for recovery of any damage sustained to their property, hereby waiving any rights of subrogation against the other.
- 22) **EMINENT DOMAIN.** In the event of the acquisition of the Leased Premises, or any portion thereof, by eminent domain proceedings, or negotiated sale in lieu thereof, the following provisions shall apply:
- A) Total Condemnation of Leased Premises. If the whole of the Leased Premises shall be so acquired, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding or sale, and all rentals shall be paid up to that date.
- B) Partial Condemnation. If only a part of the Leased Premises shall be so acquired, and such partial acquisition shall render the Leased Premises unsuitable for the purposes of the business of Tenant, then the term of this Lease shall cease and terminate as of the date of such possession, and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises so as to constitute the remaining Leased Premises a complete architectural unit, and this Lease shall continue in full force and effect with a proportionate abatement of the rent, based upon the portion of the Leased Premises taken. The rent shall also abate during the restoration as to the portion of the Leased Premises rendered untenable.
- C) Landlord's Damages. In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation, and Landlord shall receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof and, by this Lease, does hereby assign and transfer to Landlord such award or payment as may be made therefor,

and does hereby further agree to execute such documents of assignment and transfer as may be required by Landlord.

- D) Tenant's Damages. Notwithstanding the above, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for moving or relocation costs, all as provided for by statute in such case made and provided, and that shall be the Tenant's sole remedy.

23) **DEFAULT BY TENANT AND LANDLORD'S REMEDIES:**

- A) The following shall be Events of Default by Tenant under this Lease:

- (1) The failure of Tenant to pay all, or any portion of any installment, of base or additional rent within ten (10) days of the due date thereof;
- (2) The continued failure by Tenant to comply with any other covenant, condition or obligation under this Lease after thirty (30) days written notice of such failure to Tenant; or such longer period as is reasonably required to permit Tenant to diligently cure such failure;
- (3) The making of Tenant of an assignment for the benefit of its creditors;
- (4) The levying of a writ of execution or attachment against or upon the property of Tenant;
- (5) In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or by the institution of any proceeding under Chapter 11 of the Bankruptcy Act, or for the appointment of a receiver of property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings; or
- (6) The doing, or permitting to be done by Tenant, of any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part, which is not discharged within thirty (30) days following the filing of a mechanic's lien claim.

- B) Upon the occurrence of any Event of Default set forth above, Landlord, in addition to any other remedies available at law or equity, shall have the option to pursue any one or more of the following remedies without any notice or demand:

- (1) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which they may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises by picking or changing locks, if necessary, and lock out, or reasonably

expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution for any claim for damages. Tenant agrees to pay within 30 days following demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Lease under this subsection, whether through inability to relet the Leased Premises on satisfactory terms or otherwise. Upon termination of the Lease, the Landlord shall be entitled to recover from Tenant forthwith as damages the sum of money equal to (i) the total of all costs of recovering the Leased Premises, (ii) the unpaid rent owed at the time of termination, plus interest thereon from the due date at the maximum rate permitted by applicable law, (iii) the reasonably discounted balance of the rent for the remainder of the term less the reasonably discounted fair market rental value of the Leased Premises for said period, (iv) reasonable attorneys' fees and costs and (v) any other sum of money and damages owed by Tenant to Landlord.

- (2) Enter upon and take possession of the Leased Premises, by picking or changing locks, if necessary, and lock out, or reasonably expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution for any claim for damages, and relet the Leased Premises on behalf of Tenant and receive directly the rent by reason of subletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises and any expenditures made by Landlord for remodeling or repairing in order to relet the Leased Premises. No such re-entry or taking of possession of the Leased Premises by Landlord shall be construed as an election on their part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.
- (3) Enter upon the Leased Premises, by picking or changing locks, if necessary, without being liable for prosecution of any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord within five (5) days following demand, as additional rent, for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease including reasonable attorneys' fees and costs, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subparagraph caused by the negligence of Landlord or otherwise.
- (4) If the default can be cured by the expenditure of money, Landlord may, at their option, cure such default and Tenant shall be obligated to reimburse Landlord upon demand, as additional rent hereunder, for all such expenditures, together with interest at the rate of twelve percent (12%) per annum and costs and reasonable attorneys' fees incurred in connection with such cure and collecting such amounts from Tenant.

24) **PENALTY FOR LATE PAYMENT:** Notwithstanding any other provisions herein, Tenant shall incur a Fifty and no/100 (\$50.00) late payment penalty with respect to any payment of base rent which is received by Landlord more than five (5) days following the due date thereof.

In addition, Tenant shall be liable to pay Landlord interest at the rate of ten percent (10%) per annum on all amounts due from Tenant hereunder which are over ten (10) days past due.

- 25) **SURRENDER:** On the last day of the Term of this Lease agreement or on the sooner termination thereof in accordance with the terms hereof, Tenant shall peaceably surrender the Leased Premises in good condition and repair consistent with Tenant's duty to make repairs as provided for in this Lease Agreement. On or before said last day, Tenant shall at its expense remove all of its equipment from the Leased Premises, repairing any damage caused thereby, and any property not removed shall be deemed abandoned. All alterations, additions and fixtures other than Tenant's equipment, which have been made or installed by either Landlord or Tenant upon the premises shall remain as Landlord's property and shall be surrendered with the Leased Premises as a part thereof, or shall be removed by Tenant at the option of the Landlord, in which event Tenant shall at its expense repair any damage caused thereby. If the Leased Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, claims made by a succeeding tenant founded on such delay. Tenant shall properly surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rental and shall inform Landlord of combinations to any locks and safes on the Leased Premises.
- 26) **HOLDING OVER:** In the event of holding over by Tenant after the expiration or termination of this Lease, the hold over shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as rental for the period of such hold over an amount equal to one and one half the rent which would have been payable by Tenant had the hold over period been a part of the original Term of this Lease. Tenant agrees to vacate and deliver the Leased Premises to Landlord upon Tenant's receipt of written notice from Landlord to vacate. The rental payable during the hold over period shall be payable to Landlord on demand. No holding over by Tenant, with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided.
- 27) **SUBORDINATE TO MORTGAGE:** Tenant agrees that this Lease shall be subordinate to any first mortgage that may now or hereafter be placed upon the Leased Premises or any part thereof, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, provided the mortgagee named in such mortgage shall agree to recognize this Lease Agreement or Tenant in the event of foreclosure provided that Tenant is not in default. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument, in recordable form, as required by Landlord's mortgagee. In the event of any mortgagee electing to have the Lease Agreement a prior encumbrance to its mortgage, then and in such event upon mortgagee notifying Tenant to that effect, this Lease Agreement shall be deemed prior in encumbrance to the said mortgage, whether this Lease Agreement is dated prior to or subsequent to the date of said mortgage.
- 28) **ESTOPPEL CERTIFICATES:** Tenant agrees, at Landlord's request, to promptly execute either an estoppel certificate addressed to any mortgagee of Landlord or any purchaser of Landlord's interest or a third party agreement among Landlord. Tenant and such mortgagee(s) certifying as to such facts (if true) and agreeing to such notice provisions and other matters as may be reasonably required by Landlord or Landlord's mortgagee. Any such document will request certification as to the legal standing of the Lease, the amount of payments being made

under the Lease, whether there is any default in the Lease, and whether rental and other payments are current.

- 29) **ATTORNEY'S FEES:** In the event that either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and the other party places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of rent, additional rent or other amounts due or to become due hereunder, or the recovery of possession of the Leased Premises, the defaulting party agrees to pay the other party's reasonable attorneys' fees and all costs and expenses incurred in connection therewith.
- 30) **NOTICES:** Wherever under this Lease a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is delivered or deposited in the U.S. Mail, registered or certified mail, postage prepaid, to Tenant at the address of the Leased Premises and to Landlord at the place then fixed for the payment of rent. By notice in the manner above set forth, either party may designate a different location to which notice shall be sent.
- 31) **SUCCESSORS AND ASSIGNEES:** This Lease shall be binding upon and inure to the benefit of the Landlord, its successors and assignees and shall be binding upon and inure to the benefit to Tenant, its successors and permitted assigns.
- 32) **RIGHTS, CUMULATIVE, GOVERNING LAW:** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any of the rights or remedies allowed by law; and this Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.
- 33) **BROKERAGE AND DISCLOSURE:** Each party agrees to indemnify and hold the other harmless for any costs, expenses or liabilities incurred as a result of a broker claiming a fee through such party. Tenant represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this Lease except Patrick Flanders Realty, Inc.
- 34) **PARKING:** Parking for customers and employees shall be open to any stall, except the handicap location (unless with valid handicap permit). Landlord at any given time reserves the right to change parking procedure and may, if necessary, assign spots for Landlord's Tenants and employees of Tenants. Any decision to do so shall be at the sole discretion of the Landlord. Despite the foregoing, Landlord agrees to reserve two (2) handicapped designated spaces for Tenant's use.
- 35) **GENERAL:** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Each term and each provision of this Lease Agreement performable by Tenant shall be construed to be both a covenant and a condition.

The marginal or tropical headings of the several paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such paragraphs or clauses. All preliminary negotiations are merged into and incorporated in this Lease Agreement. This Lease Agreement can only be modified or amended by an agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto.

The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease. Tenant agrees not to record this Lease without the prior written consent of Landlord.

- 36) **SMOKING:** Employees and owners of each business in the Koronis Hills Centre are not allowed to use Koronis Hills Centre sidewalks, lawn or parking lot area as a smoking area. Smoking in each Tenant's suite shall be at the discretion of said Tenant.
- 37) **NON-COMPETE:** Landlord shall not allow any type of business in the same building that shall be in competition with said Tenant.
- 38) **TENANT'S RIGHT OF FIRST REFUSAL:** Landlord agrees that in the event that the portion of the building immediately adjacent to the North wall of the Leased Premises becomes available, Landlord will notify Tenant and give Tenant a right of first refusal to lease the adjacent space on terms mutually agreeable to Landlord and Tenant. In the event that Landlord and Tenant are unable to reach agreement with respect to the terms for lease of the adjacent space within thirty (30) days after notice, Landlord shall have no further obligation under this Lease.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date hereof.

LANDLORD: Roger D. Teal Revocable
Trust and Teal Family Limited
Partnership

TENANT: City of Painesville

By *Roger D. Teal*

By *Jeff Thompson*

Its *Trustee*

Its *MAYOR*

By _____

By _____

Its _____

Its _____

SPOONER & GLENZ LAW OFFICES, PLLC

Attorneys at Law

William Spooner

Eric J. Glenz

*113 Washburne Avenue
Paynesville, MN 56362*

Telephone (320) 243-3748

Fax (320) 243-7084

Email: office@spoonerglenz.com

February 11, 2016

FEB 16 2016

PAYNESVILLE CITY COUNCIL
221 WASHBURNE AVE
PAYNESVILLE MN 56362

Ladies & Gentlemen:

I want to thank the Council again for sending me to the annual Minnesota City Attorneys Education Conference. We covered a wide variety of topics and I am just going to give a little synopsis.

We talked about medical marijuana, which probably statistically is unlikely to affect us, but theoretically we could have an employee who would get a prescription for medical marijuana and in that event it could raise issues about testing and about how the use of medical marijuana affects the employee in their job. The City might have to think about that issue as it relates to an employee who would operate a vehicle on behalf of the City, and it would certainly impact an employee who was a member of a police department, as our current legalized medical marijuana conflicts with the federal law that doesn't allow a person to carry a firearm if they are using, and so I think in that event you would run into some ADA issues on accommodation and whether you could have that law enforcement working, but not carrying a gun.

We had a session on some proposed changes to the Fair Labor Standards Act. It looks like the main changes that are likely coming down the pipe are an increase in the minimum salary requirements for a person to be considered an executive administrative or professional for purposes of determining whether or not they are required to be paid overtime.

We had a session on the Veterans Preference Act. Some changes have been kicked about, but apparently have been slow to make it through the legislative process.

It is important just to keep in mind that whenever we are dealing with employees who are veterans the standard for termination is higher, there has to be just cause for termination. Also, with a veteran there is no probationary period. For most city employees you have a probationary period where you don't have to show just cause for termination, but for a veteran that is not the case.

Also, veterans have a right to request a hearing and if there is an investigation or hearing scheduled regarding possible termination of a veteran, the veteran must be paid throughout that process, unlike most employees who could be placed on unpaid administrative leave as that process went forward.

There was a session on special assessments. I guess the big news in the area of special assessments is regarding the requirement, which I think most attorneys believed was the settled law in Minnesota, that in order to preserve your right to appeal a special assessment you had to provide a written objection to the assessment at or before the final assessment hearing.

There is a case out of Vadnais Heights where a Trial Court had ruled to the contrary holding that showing up at the assessment hearing and voicing concerns about the assessment even without a written objection was sufficient, the Trial Court held in the alternative that the oral objection was adequate or that the Council minutes, together with a sign-in sheet, were sufficient for a written objection.

The Court of Appeals reversed, but the matter is back in front of the Minnesota Supreme Court, so the ultimate answer remains up in the air.

The other sort of bit of practical advice I guess that was given to us was the result of an unreported Minnesota Court of Appeals case which struck down a special assessment against a parcel of property that had storage units on it.

The special assessment against the property for sewer, water, roads and the like was \$379,000. This was a 15 acre or so parcel. The Court of Appeals found that the special benefit proven was much less than the assessment proposed. The attorney who tried the case felt that the appraisal on the property had been strong and that they had really proved the special benefit, but that the practical issue that the Court of Appeals had was that you couldn't continue to operate as a storage facility and afford an assessment of \$379,000, and his view was that Courts are pretty protective right now of personal property rights and are dis-inclined to allow an

assessment that is going to have the effect of taking away the family business so that you have to be a little careful in the scope and reach of some of your projects where you have going businesses that are going to be affected.

There was a session on special service districts. The only thing we have that I am aware of that sounds sort of like a special service district is the snow removal for downtown. I am not exactly sure the basis on which we legally support that charge, but it doesn't seem like anyone complains about it. If we needed to do it in a more formal fashion I think the special service district would be the way to go.

We had a session on drones, which are regulated by the FAA and to some extent by MnDot. This is an area of the law that I am sure will continue to evolve at a fairly rapid pace.

Some cities are talking about using drones for various purposes including, but not limited to, inspecting properties for "public nuisances". I am a little bit bothered by that because to me public nuisances is something that bothers members of the public. If you have to use a drone to find it I don't know if it really qualifies as a public nuisance, but some cities are certainly actively looking at doing this. I am sure that they have other potential uses for cities. I think one of the problems that we have in the City of Paynesville is that of the three (3) types of un-manned aircraft, public, private and commercial. Public aircraft operated by a government agency cannot operate within five (5) miles of an airport, heliport or other location of aviation activities. Therefore, for the City of Paynesville, at least under the current regulations, we couldn't use a drone even if we wanted to.

There were a couple of concurrent sessions, one on various governmental immunities and administrative search warrant issues, a second on utility shut-off issues and brew pubs. I did not attend those sessions, but I have a generous volume of material to read about them. I attended a session on coming changes in criminal prosecution, primarily electronic filing and access to Court systems, which was informative and helpful on getting me up-to-date on some of the changes that are going to be implemented this summer come July 1st.

There was a session on nuisance abatement and the various tools available to cities to accomplish that, primarily the State hazardous building statute. One city attorney reported that he was able to get a District Court to apply the hazardous building statute to a mobile home, but most agree that that ordinarily would not be the case.

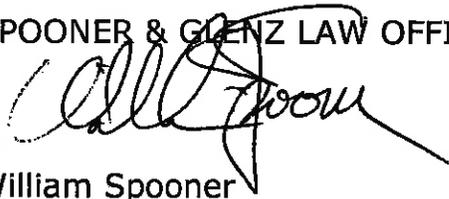
I brought up issues with the mobile home park and described some of the issues and the consensus was that all cities must have the same mobile home park owner.

There was a session on tiny homes which was an interesting discussion with some thoughts about how those might be addressed through PUDs, but generally don't fit zoning requirements of most cities because of minimum footprint requirements in residential districts.

There was a session on sign regulation that seemed somewhat depressing in that it seems like the most carefully drawn sign regulations are being tested and often failing the scrutiny of the Court under the free speech analysis of the First Amendment.

Sincerely,

SPOONER & GLENZ LAW OFFICES, PLLC

A handwritten signature in black ink, appearing to read "William Spooner", written over the typed name below.

William Spooner

WS:jmh

Consolidated Z Report

For batches closed between 1/1/2016 and 2/1/2016

Number of Registers 2
Number of Batches 66

All Regs Closed? FALSE
EDC Closed? TRUE

Entire month of Jan 2011

Cash In	
Opening Total	\$41,600.00
Sales	\$87,335.88
Neg. Transactions	(\$1,016.70)
Tax	\$7,517.42
Shipping	\$0.00
Debit Surcharge	\$0.00
Cash Back Fee	\$0.00
Paid on Layaway	\$0.00
Paid to Account	\$0.00
Deposit Made	\$0.00
Total	\$135,436.60

Cash Out	
Paid Out	\$0.00
Dropped	\$0.00
Layaway Closed	\$0.00
Paid on Account	\$0.00
Deposit Redeemed	\$0.00
Closing Total	\$135,404.47
Total	\$135,404.47

Misc.	
Total Sales	\$86,319.18
Total Tendered	\$111,855.29
Total Change	(\$18,018.69)
Over / Short	(\$32.13) (0.0369%)
Cost of Goods	\$68,469.13 78.63 %
Profit	\$17,850.05 21.37 %
Commission	\$0.00
Discounts	\$2,302.87 2.60 %
Discount Quantity	1046 11.34 %
Product Count	9228
Not Scanned	0 0.00 %
Transaction Count	4246
Avg. Transaction	\$20.51
Largest Transaction	\$230.28
No Sales	182 4.29 %
Cancel Transaction	10 0.24 %
Item Corrections	68 0.74 %
Returns (12)	\$227.89 0.26 %
Post Voids (10)	\$363.29 0.42 %
Neg. Dollar Items	(\$918.00) 1.05 %
Manual Inventory Adjustments	\$100.93
Unique Customers	0
Trans w/ Customer	0 0.00 %

Department Sales			
Department Name	Cost	Sales	% of Sales
Beer	\$33,854.62	\$42,191.87	48.88 %
Club	\$0.00	\$159.00	0.18 %
Deposits	(\$75.00)	(\$75.00)	-0.09 %
Energy Drinks	\$66.20	\$108.96	0.13 %
Gift Card Sales	\$0.00	\$45.00	0.05 %
Ice and Water	\$177.36	\$236.41	0.27 %
Liquor	\$18,213.78	\$23,677.88	27.43 %
Lott Scr Payout	\$0.00	(\$769.00)	-0.89 %
Lottery Scratch Tickets	\$873.18	\$924.00	1.07 %
Misc	\$1,554.33	\$2,036.89	2.36 %
Online Lotto	\$1,435.46	\$1,519.00	1.76 %
Online Lotto Payout	(\$141.55)	(\$149.00)	-0.17 %
Pop	\$272.80	\$370.58	0.43 %
Tobacco	\$5,514.93	\$6,140.74	7.11 %
Wine	\$6,723.02	\$9,901.85	11.47 %

Tender Information				
Tender Type	Open	Shift	Close	Over/Short
Cash	\$41,600.00	\$38,561.47	\$80,148.68	(\$12.79)
Check	\$0.00	\$4,251.79	\$4,232.45	(\$19.34)
Credit Cards	\$0.00	\$50,859.40	\$50,859.40	\$0.00
Gift Cards	\$0.00	\$139.31	\$139.31	\$0.00
Offline Credit Card	\$0.00	\$24.63	\$24.63	\$0.00
Totals	\$41,600.00	\$93,836.60	\$135,404.47	(\$32.13)

Credit Card Detail		
Card Name	Count	Amount
Total		

5

Discounts By Reason Code

Tax Collected

<u>Reason code</u>	<u>Qty</u>	<u>Total</u>	<u>% Sales</u>	<u>Tax Name</u>	<u>Amount</u>
15% Coupon	11	\$36.43	0.04 %	MN Liquor Tax	\$7,117.45
Coded Beer	60	\$361.00	0.41 %	MN Sales Tax	\$399.97
Daily's 4 pk Disc	48	\$11.52	0.01 %	Total	\$7,517.42
Discontinued Item	70	\$374.44	0.43 %		
Quantity Discount	198	\$293.34	0.34 %		
Quantity Discounts	25	\$41.99	0.05 %		
Rex Goliath Discount	17	\$35.84	0.04 %		
Sale Price	371	\$762.40	0.87 %		
Senior Wednesday Discount	52	\$81.89	0.09 %		
Wine Bags 4 Bottles	44	\$41.75	0.05 %		
Wine Club	1	\$3.00	0.00 %		
Wine sale	38	\$109.60	0.13 %		
Wine Tuesday Discount	111	\$149.67	0.17 %		
Total	1046	\$2,302.87			

Payout & Drop Detail

Taxable Sales

<u>Cashier</u>	<u>Payment To</u>	<u>Comment</u>	<u>Amount</u>	<u>Date/Time</u>	<u>Description</u>	<u>Amount</u>
					MN Liquor Tax	\$75,913.39
					MN Sales Tax	\$5,814.33
					Non Taxable	\$4,542.48
					Tax Exempt	\$48.98

Return Detail

<u>Cashier</u>	<u>Product description</u>	<u>Qty</u>	<u>Sold price</u>	<u>T #</u>	<u>Reg #</u>	<u>Date/Time</u>
Ann Wendlandt	\$5.00 Lottery Scratch Ticket	(1)	(\$5.00)	387369	2	01/04/2016 8:12:12 PM
Ann Wendlandt	Capt Morg Silver 1.75L	(1)	(\$24.99)	388768	2	01/14/2016 7:06:18 PM
April Mathies	Pinnacle Cake 50 ml	(1)	(\$0.99)	387271	2	01/04/2016 10:32:05 AM
April Mathies	New Amsterdam Vodka 50ml	(1)	(\$0.99)	387271	2	01/04/2016 10:32:05 AM
April Mathies	Svedka Mango Pineapl Vodka Ltr	(1)	(\$12.99)	387271	2	01/04/2016 10:32:05 AM
April Mathies	Barefoot Red Moscato 1.5 L	(1)	(\$11.99)	387780	2	01/08/2016 11:37:30 AM
Ethan Brown	Jack Dan Downhome Punch	(1)	(\$8.99)	390874	2	01/29/2016 5:04:33 PM
Josh Mergen	Online Lotto Sale 2	(1)	(\$2.00)	387579	2	01/06/2016 5:05:09 PM
Josh Mergen	Windsor Black Cherry 1.75L	(1)	(\$18.99)	388870	2	01/15/2016 3:18:21 PM
Trevor Thompson	Keg Deposit	(1)	(\$30.00)	388237	2	01/09/2016 8:25:11 PM
William Ludwig	1919 Deposit Keg & Pump Dep	(1)	(\$75.00)	387400	2	01/05/2016 12:55:41 PM
William Ludwig	Willamette Valley Rose	(1)	(\$19.99)	388286	2	01/11/2016 1:34:13 PM
William Ludwig	Diet Coke 2 Ltr	(1)	(\$1.99)	389378	2	01/19/2016 2:50:32 PM
William Ludwig	Yalumba Viognier	(1)	(\$6.99)	390647	2	01/28/2016 3:29:41 PM
William Ludwig	Yalumba Viognier	(1)	(\$6.99)	390647	2	01/28/2016 3:29:41 PM
Total		(15)	(\$227.89)			

68

Post Voids Detail

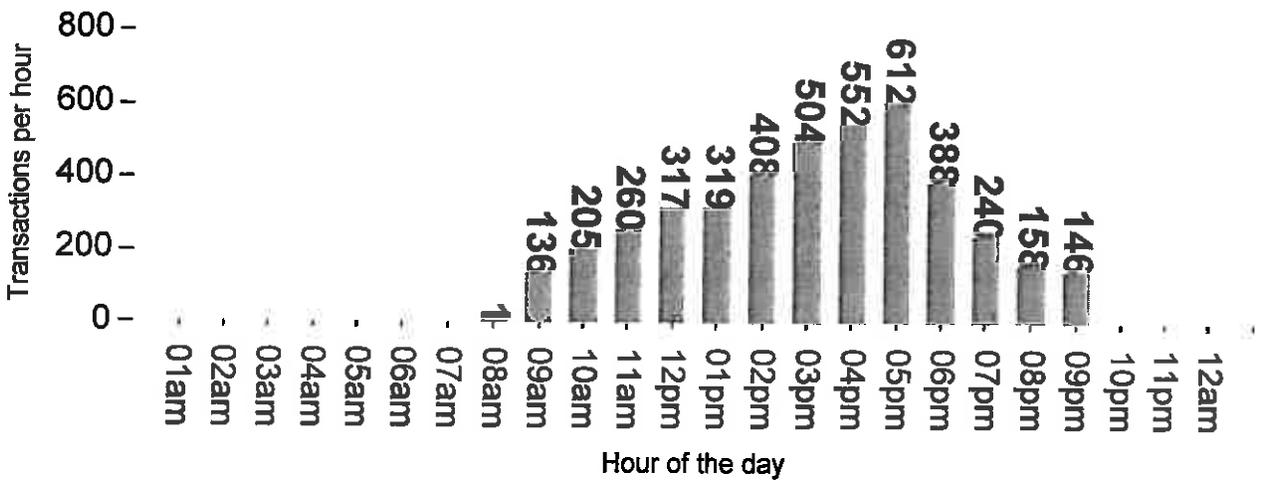
<u>Cashier</u>	<u>Product description</u>	<u>Qty</u>	<u>Sold price</u>	<u>T #</u>	<u>Reg #</u>	<u>Date/Time</u>
April Mathies	Top-O-Matic Cig Machine	(1)	(\$49.99)	388800	2	01/15/2016 10:06:55 AM
Josh Mergen	Coors Light 24 pk cn	(1)	(\$19.99)	387558	2	01/06/2016 3:57:44 PM
Trevor Thompson	Miller Lite 12 pk btl	(1)	(\$11.49)	387618	2	01/06/2016 7:12:17 PM
Trevor Thompson	Boones Sunshine Pink 750 ml	(1)	(\$3.99)	388196	2	01/09/2016 6:05:06 PM
Trevor Thompson	Mikes Strawberry Lemonade 6pk	(1)	(\$8.49)	388196	2	01/09/2016 6:05:06 PM
Trevor Thompson	Capt Morg Plastic 1.75 Ltr	(1)	(\$24.99)	388196	2	01/09/2016 6:05:06 PM
Trevor Thompson	Franzia Chillable Red 5 Ltr	(1)	(\$14.49)	388196	2	01/09/2016 6:05:06 PM
Trevor Thompson	Busch Lt 24 pk cn	(1)	(\$17.99)	388207	2	01/09/2016 6:22:31 PM
Trevor Thompson	Coors Light 24 pk cn	(2)	(\$35.98)	390561	2	01/27/2016 6:58:51 PM
Trevor Thompson	Redd's Green Apple 12pk btl	(1)	(\$13.99)	390561	2	01/27/2016 6:58:51 PM
Trevor Thompson	Bacardi Superi Rum Ltr	(1)	(\$15.99)	390561	2	01/27/2016 6:58:51 PM
Trevor Thompson	Miller Lite 24 pk cn	(2)	(\$39.98)	390561	2	01/27/2016 6:58:51 PM
Trevor Thompson	Pabst 24 pk cn	(2)	(\$33.98)	390561	2	01/27/2016 6:58:51 PM
William Ludwig	E&J Brandy 750 ml	(1)	(\$10.99)	388719	2	01/14/2016 3:57:22 PM
William Ludwig	Top Gold King Cig Machine	(1)	(\$5.99)	388802	1	01/15/2016 10:08:07 AM
William Ludwig	Bud Light 16oz 24 pk	(2)	(\$43.98)	389529	2	01/20/2016 3:44:07 PM
William Ludwig	E&J Brandy 750 ml	(1)	(\$10.99)	390742	2	01/29/2016 10:07:37 AM
Total		(21)	(\$363.29)			

Negative Item Detail

<u>Cashier</u>	<u>Product description</u>	<u>Qty</u>	<u>Sold price</u>	<u>T #</u>	<u>Reg #</u>	<u>Date/Time</u>
Ann Wendlandt	Online Lotto Payout	4.00	(\$4.00)	387183	2	01/02/2016 4:52:45 PM
Ann Wendlandt	Online Lotto Payout	4.00	(\$4.00)	387220	2	01/02/2016 6:13:36 PM
Ann Wendlandt	Online Lotto Payout	4.00	(\$4.00)	388336	2	01/11/2016 5:27:58 PM
Ann Wendlandt	Scratch Off Payout	11.00	(\$11.00)	388336	2	01/11/2016 5:27:58 PM
Ann Wendlandt	Online Lotto Payout	8.00	(\$8.00)	388782	2	01/14/2016 9:07:47 PM
April Mathies	Scratch Off Payout	2.00	(\$2.00)	387036	2	01/02/2016 9:57:38 AM
April Mathies	Online Lotto Payout	4.00	(\$4.00)	387036	2	01/02/2016 9:57:38 AM
April Mathies	Scratch Off Payout	5.00	(\$5.00)	387318	2	01/04/2016 3:36:22 PM
April Mathies	Online Lotto Payout	4.00	(\$4.00)	387778	2	01/08/2016 11:33:33 AM
April Mathies	Online Lotto Payout	9.00	(\$9.00)	387845	2	01/08/2016 3:33:42 PM
April Mathies	Online Lotto Payout	11.00	(\$11.00)	389240	2	01/18/2016 12:27:33 PM
April Mathies	Online Lotto Payout	3.00	(\$3.00)	389267	2	01/18/2016 2:25:04 PM
Ethan Brown	Scratch Off Payout	5.00	(\$5.00)	386968	1	01/01/2016 1:25:07 PM
Ethan Brown	Scratch Off Payout	10.00	(\$10.00)	387429	2	01/05/2016 3:52:32 PM
Ethan Brown	Scratch Off Payout	4.00	(\$4.00)	387915	1	01/08/2016 5:35:06 PM
Ethan Brown	Online Lotto Payout	4.00	(\$4.00)	387960	1	01/08/2016 7:05:35 PM
Ethan Brown	Online Lotto Payout	7.00	(\$7.00)	388478	2	01/12/2016 6:46:45 PM
Ethan Brown	Online Lotto Payout	8.00	(\$8.00)	388486	2	01/12/2016 7:41:08 PM
Ethan Brown	Online Lotto Payout	4.00	(\$4.00)	390373	2	01/26/2016 4:42:21 PM
Ethan Brown	Scratch Off Payout	11.00	(\$11.00)	390916	2	01/29/2016 6:55:25 PM
Josh Mergen	Scratch Off Payout	12.00	(\$12.00)	387490	2	01/06/2016 10:17:03 AM
Josh Mergen	Scratch Off Payout	100.00	(\$100.00)	387502	2	01/06/2016 11:55:12 AM
Josh Mergen	Scratch Off Payout	50.00	(\$50.00)	387509	2	01/06/2016 12:28:16 PM
Josh Mergen	Online Lotto Payout	2.00	(\$2.00)	387511	2	01/06/2016 12:34:08 PM
Josh Mergen	Scratch Off Payout	27.00	(\$27.00)	387640	2	01/07/2016 12:10:52 PM
Josh Mergen	Online Lotto Payout	6.00	(\$6.00)	387795	1	01/08/2016 12:42:24 PM
Josh Mergen	Online Lotto Payout	1.00	(\$1.00)	388031	2	01/09/2016 12:14:16 PM
Josh Mergen	Scratch Off Payout	32.00	(\$32.00)	388060	2	01/09/2016 1:41:33 PM

69

Josh Mergen	Scratch Off Payout	200.00	(\$200.00)	389329	2	01/18/2016 12:40:37 PM
Josh Mergen	Scratch Off Payout	10.00	(\$10.00)	389329	2	01/18/2016 7:33:17 PM
Josh Mergen	Scratch Off Payout	200.00	(\$200.00)	389852	1	01/22/2016 5:07:41 PM
Josh Mergen	Scratch Off Payout	10.00	(\$10.00)	389953	1	01/22/2016 9:02:18 PM
Trevor Thompson	Scratch Off Payout	7.00	(\$7.00)	387205	1	01/02/2016 5:51:11 PM
Trevor Thompson	Online Lotto Payout	1.00	(\$1.00)	388194	2	01/09/2016 6:01:50 PM
Trevor Thompson	Online Lotto Payout	4.00	(\$4.00)	389115	1	01/16/2016 3:24:53 PM
Whitney Muetzel	Online Lotto Payout	4.00	(\$4.00)	387734	2	01/07/2016 7:05:05 PM
Whitney Muetzel	Scratch Off Payout	2.00	(\$2.00)	389019	1	01/16/2016 10:52:47 AM
Whitney Muetzel	Online Lotto Payout	4.00	(\$4.00)	389067	1	01/16/2016 12:58:33 PM
William Ludwig	Scratch Off Payout	1.00	(\$1.00)	387396	2	01/05/2016 12:51:28 PM
William Ludwig	Scratch Off Payout	6.00	(\$6.00)	388269	2	01/11/2016 11:28:07 AM
William Ludwig	Scratch Off Payout	6.00	(\$6.00)	388320	2	01/11/2016 4:54:31 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	388380	2	01/12/2016 12:05:59 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	388521	2	01/13/2016 12:13:18 PM
William Ludwig	Scratch Off Payout	20.00	(\$20.00)	388532	2	01/13/2016 1:23:47 PM
William Ludwig	Scratch Off Payout	100.00	(\$100.00)	388599	2	01/13/2016 5:00:25 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	388650	2	01/14/2016 10:01:19 AM
William Ludwig	Online Lotto Payout	7.00	(\$7.00)	388684	2	01/14/2016 1:54:00 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	388684	2	01/14/2016 1:54:00 PM
William Ludwig	Scratch Off Payout	3.00	(\$3.00)	388731	2	01/14/2016 4:28:59 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	388731	2	01/14/2016 4:28:59 PM
William Ludwig	Scratch Off Payout	7.00	(\$7.00)	389365	2	01/19/2016 1:35:38 PM
William Ludwig	Scratch Off Payout	57.00	(\$57.00)	389431	2	01/19/2016 5:23:28 PM
William Ludwig	Scratch Off Payout	30.00	(\$30.00)	389498	2	01/20/2016 1:23:06 PM
William Ludwig	Online Lotto Payout	8.00	(\$8.00)	389624	2	01/21/2016 1:42:09 PM
William Ludwig	Scratch Off Payout	2.00	(\$2.00)	389640	2	01/21/2016 3:05:47 PM
William Ludwig	Online Lotto Payout	7.00	(\$7.00)	389667	2	01/21/2016 4:35:04 PM
William Ludwig	Online Lotto Payout	2.00	(\$2.00)	390474	2	01/27/2016 2:21:26 PM
William Ludwig	Online Lotto Payout	1.00	(\$1.00)	390477	2	01/27/2016 2:23:38 PM
William Ludwig	Scratch Off Payout	2.00	(\$2.00)	390502	2	01/27/2016 3:52:12 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	390617	2	01/28/2016 2:04:03 PM
William Ludwig	Scratch Off Payout	3.00	(\$3.00)	390747	2	01/29/2016 10:43:50 AM
William Ludwig	Scratch Off Payout	14.00	(\$14.00)	390761	2	01/29/2016 12:04:37 PM
William Ludwig	Online Lotto Payout	4.00	(\$4.00)	390826	2	01/29/2016 3:24:17 PM
Total		918.00	(\$918.00)			



2015 Wage/Benefit Breakdown For City Employees-12/31/15

Name	15 Gross Wages	Other Pay***	Back-Pay	Overtime	PERA	FICA	Medicare	Health Ins	Life Ins	LTD	STD	Total
Eckerly, Renee****	\$78,539.81	\$1,640.00	\$18.38		\$6,014.83	\$4,486.14	\$1,049.17	\$13,769.74	\$99.12	\$230.30	\$366.24	\$106,213.73
Herzberg, Neil	\$3,527.52	\$990.00				\$280.10	\$65.49					\$4,863.11
Klingfus, Brady (EM)	\$6,324.22		\$4.70		\$474.68	\$392.37	\$91.75	\$1,034.88	\$24.21	\$39.24	\$62.55	\$8,448.60
Lindquist, JoLyn	\$14,189.10		\$49.22		\$1,067.88	\$882.78	\$206.46					\$16,395.44
Ludwig, Belinda	\$41,345.61	\$1,592.00	\$9.28		\$3,221.02	\$2,465.04	\$576.52	\$7,881.60	\$99.12	\$115.22	\$183.12	\$57,488.53
Mayer, Donavan	\$3,527.52	\$900.00				\$274.52	\$64.20					\$4,766.24
McDaniel, Katherine	\$3,527.52	\$1,215.00				\$294.05	\$68.76					\$5,105.33
Mehlhop, Brad (Bid Off)	\$7,249.30				\$543.71	\$447.46	\$104.65	\$320.44	\$7.08	\$6.63	\$10.54	\$8,689.81
Soine, Jean	\$3,527.52	\$720.00				\$263.36	\$61.58					\$4,572.46
Stang, Jill	\$1,832.69				\$88.64	\$107.43	\$25.12					\$2,053.88
Thompson, Jeff	\$4,703.36	\$765.00				\$339.03	\$79.28					\$5,886.67
Welling, Jennifer	\$40,560.52		\$3,542.41		\$3,307.71	\$2,447.40	\$572.36	\$8,220.00	\$99.12	\$123.90	\$196.98	\$59,070.40
Welling, Jennifer (Bid Off)	\$1,061.01				\$79.58	\$65.78	\$15.39					\$1,221.76
	\$209,915.70	\$7,822.00	\$3,623.99	\$0.00	\$14,798.05	\$12,745.46	\$2,980.73	\$31,226.66	\$328.65	\$515.29	\$819.43	\$284,775.96
Buggs, Charles	\$51,540.20	\$1,150.32	\$24.84	\$568.25	\$8,631.96	\$0.00	\$688.41	\$8,220.00	\$99.12	\$147.70	\$234.78	\$71,305.58
Eifering, Bruce	\$51,636.46	\$1,079.27	\$28.98	\$3,152.13	\$9,055.31	\$0.00	\$790.32	\$8,220.00	\$99.12	\$147.70	\$234.78	\$74,444.07
Klingfus, Brady (Police)	\$33,156.18	\$700.50	\$11.60	\$2,972.58	\$5,968.22	\$0.00	\$530.94	\$2,622.55	\$37.66	\$61.18	\$97.16	\$46,168.57
Thompson, Kelsey	\$42,036.80	\$772.38	\$13.92	\$692.65	\$7,049.52	\$0.00	\$625.65	\$3,251.92	\$75.32	\$100.52	\$159.74	\$54,778.42
Wegner, Paul	\$71,013.90	\$3,114.14	\$7.36		\$12,009.93	\$0.00	\$1,065.31	\$0.00	\$99.12	\$197.82	\$314.16	\$87,821.74
	\$249,383.54	\$6,816.61	\$86.70	\$7,385.61	\$42,714.94	\$0.00	\$3,700.63	\$22,314.47	\$410.34	\$654.92	\$1,040.62	\$334,508.38
Bogle, Justin	\$1,038.00					\$64.36	\$15.05					\$1,117.41
Christinsen, Cathy	\$628.00					\$38.94	\$9.11					\$676.05
Ellefson, Matthew	\$1,046.00					\$64.86	\$15.17					\$1,126.03
Fordyce, Thomas	\$948.00					\$58.78	\$13.74					\$1,020.52
Fuchs, Adam	\$1,092.00					\$67.71	\$15.83					\$1,175.54
Gilmore, Leonard	\$2,588.00					\$160.44	\$37.52					\$2,785.96
Greeley, Dodi	\$826.00					\$51.22	\$11.97					\$889.19
Guenther, Mark	\$1,018.00					\$63.12	\$14.76					\$1,095.88
Hemmesch, Michael	\$1,160.00					\$71.92	\$16.82					\$1,248.74
Hoppe, Rachel	\$1,206.00					\$74.78	\$17.48					\$1,298.26
Kulzer, Jonathan	\$1,968.00					\$122.02	\$28.53					\$2,118.55
Lange, David	\$1,430.00					\$88.66	\$20.74					\$1,539.40
Liestman, Robert	\$3,028.00					\$187.74	\$43.91					\$3,269.65
Mehlhop, Brad (FD)	\$1,376.00					\$85.32	\$19.96					\$1,481.27
Mergen, Ron (FD)	\$1,526.00					\$94.62	\$22.13					\$1,642.76
Miller, Timothy	\$1,546.00					\$95.86	\$22.41					\$1,664.27
Nadwodny, Zachary	\$1,340.00					\$83.09	\$19.43					\$1,442.52
Reiman, Kenneth	\$1,226.00					\$76.02	\$17.77					\$1,319.79
Schmidt, Shane	\$1,296.00					\$80.36	\$18.79					\$1,395.15
Soine, Andrew	\$1,926.00					\$119.42	\$27.93					\$2,073.35
Stern, Michael	\$916.00					\$56.80	\$13.28					\$986.08
Torborg, Roger	\$2,038.00					\$126.36	\$29.55					\$2,193.91
Veldkamp, Dustin	\$878.00					\$54.44	\$12.73					\$945.17
Wander, Robert (FD)	\$1,188.00					\$73.66	\$17.22					\$1,278.88
Whelchel, Tony	\$1,636.00					\$101.44	\$23.73					\$1,761.17
Winter, Jack	\$1,576.00					\$97.72	\$22.85					\$1,696.57
	\$36,444.00					\$2,259.66	\$528.40					\$39,232.06
Loven, John	\$12,875.70		\$42.24		\$968.85	\$800.92	\$187.31					\$14,875.02
Schleper, Lee	\$36,836.86	\$1,950.30	\$8.32	\$246.01	\$2,928.11	\$2,378.45	\$556.28	\$5,024.60	\$75.32	\$112.14	\$178.36	\$50,294.75
Schwandt, David	\$11,897.38		\$19.44		\$618.44	\$738.85	\$172.79					\$13,446.90
	\$61,809.94	\$1,950.30	\$70.00	\$246.01	\$4,515.40	\$3,918.22	\$916.38	\$5,024.60	\$75.32	\$112.14	\$178.36	\$78,616.67
Fuchs, Grant	\$1,936.00		\$14.11			\$120.89	\$28.26					\$2,099.26
Meed, Trevor	\$1,692.00					\$104.92	\$24.55					\$1,821.47
Savage, Devon	\$3,632.74		\$41.38	\$26.34		\$229.43	\$53.66					\$3,983.55
Schultz, Alyssa	\$2,310.00					\$143.23	\$33.60					\$2,486.73
Stanger, Gavin	\$1,505.25					\$93.32	\$21.83					\$1,620.40

****2340 hours

2

Weidner, Emily	\$1,406.25					\$87.19	\$20.40						\$1,513.84
Zimmerman, Bradley	\$1,734.75					\$107.55	\$25.16						\$1,867.46
	\$14,216.99		\$55.49	\$26.34		\$886.53	\$207.36						\$15,392.71
Kranz, RaeAnn	\$8,542.24		\$0.00			\$640.67	\$502.82	\$117.61	\$2,565.12	\$35.40	\$44.25	\$70.35	\$12,518.46
McColley, Alice	\$39,039.23		\$8.80			\$2,928.60	\$2,312.88	\$540.94	\$8,220.00	\$99.12	\$111.72	\$177.52	\$53,438.81
	\$47,581.47		\$8.80			\$3,569.27	\$2,815.70	\$658.55	\$10,785.12	\$134.52	\$155.97	\$247.87	\$65,957.27
Baas, Louis	\$1,040.96	\$0.44	\$3.78			\$78.40	\$64.81	\$15.15					\$1,203.54
Brown, Ethan	\$6,593.87	\$49.99	\$1.83			\$498.42	\$412.04	\$96.38					\$7,652.53
Johnson, Wendie	\$2,634.10	\$22.20	\$0.00			\$199.23	\$164.70	\$38.51					\$3,058.74
Ludwig, William****	\$49,109.40	\$944.34	\$5.76			\$3,754.47	\$3,048.61	\$712.98	\$8,170.00	\$99.12	\$108.36	\$172.34	\$66,125.38
Mathies, April	\$16,559.09	\$27.05	\$123.56			\$1,253.23	\$1,036.00	\$242.28					\$19,241.21
Mehlhop, Brad	\$30,911.34	\$2,844.83	\$5.30	\$503.03		\$2,569.84	\$2,100.46	\$491.24	\$9,578.38	\$92.04	\$86.19	\$137.02	\$49,319.67
Mergen, Josh	\$16,155.77	\$45.70	\$59.46			\$1,219.55	\$1,008.18	\$235.77					\$18,724.43
Mergen, Ron****	\$67,900.50	\$1,349.80	\$15.30			\$5,184.57	\$3,678.34	\$860.22	\$8,170.00	\$99.12	\$207.34	\$329.84	\$87,795.03
Muetzel, Whitney	\$2,104.08	\$19.14	\$11.54			\$180.11	\$132.35	\$30.95					\$2,458.15
Thompson, Trevor	\$1,827.14	\$15.64	\$3.24			\$138.46	\$114.45	\$26.77					\$2,125.70
Wander, Robert	\$41,345.66	\$2,853.26	\$10.01	\$1,045.91		\$3,394.13	\$2,595.52	\$607.02	\$6,537.23	\$99.12	\$123.90	\$196.98	\$58,808.74
Wendlandt, Ann	\$5,644.27	\$44.43	\$1.42			\$426.75	\$352.79	\$82.48					\$6,552.14
	\$241,826.16	\$8,216.82	\$241.20	\$1,548.94		\$18,877.16	\$14,708.25	\$3,439.75	\$32,455.61	\$389.40	\$525.79	\$836.18	\$323,065.26
Name	15 Gross Wages	Other Pay***	Back-Pay	Overtime	PERA	FICA	Medicare	Health Ins	Life Ins	LTD	STD	Total	
2015 Grand TOTALS	\$860,977.80	\$24,805.73	\$4,086.18	\$9,206.90	\$84,474.82	\$37,333.82	\$12,431.80	\$101,806.46	\$1,338.23	\$1,964.11	\$3,122.46	\$1,141,548.31	

*** Other pay includes per diem, comp-time paid out, comp-time on-call paid out, on-call time, night pay, PTO-Conversion and on-call PD

Back-pay includes retro pay from contract settlements and placement on SAFE scale.

**** These are full-time salaried employees whose salary is based on 2340 hours annually.