

**REGULAR CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
MARCH 14, 2016
6:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT – None
- V. CONSENT AGENDA
 - A. Minutes (page 1) – Planning Commission & EDAP Board.
 - B. Vouchers (page 2)
 - C. Wellhead Protection Committee Resignation/Appointment (page 3)
 - D. Basic Fire & Arson Investigation Training (page 5)
 - E. Executive Training Institute Chiefs Conference (page 8)
- VI. NEW BUSINESS
 - A. Burning Permit Request – Golf Course (page 15)
 - B. Variance Request – Wendroth (page 22)
 - C. Paynesville Logo (page 30)
 - D. Sale of Forfeited Property (page 32)
 - E. MN BCA - Renewal of Joint Powers Agreement & Court Services Agreement (page 34)
 - F. 2016 Water Festival (page 52)
 - G. Rain Barrels (page 56)
 - H. Ordinance No. 154, 2nd Series – Building Permits (page 58)
 - I. Hiring of Lifeguards (page 60)
 - J. Hiring of Part-Time Seasonal 67 Day Public Works Employee (page 61)
- VII. OLD BUSINESS
 - A. AIS Update – Kevin Farnum (page 67)
 - B. Ordinance No. 153, 2nd Series – Small Un-Manned Aircrafts (page 63)
 - C. Storm Water Pond - Savage Land Partnership (page 68)
 - D. 2016 Street Improvement Project (page 71)
 - E. MPCA – Water Treatment Grant (page 91)
- VIII. INFORMATIONAL
 - A. February Police Reports (page 92)
 - B. December, January & February West Central Sanitation Garbage Rates (page 96)
- IX. 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: March 14, 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

February 1, 2016 Planning Commission

January 19, 2016 EDAP Board

Emailed

2-12-16

3-4-16

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the following meetings:

February 1, 2016 Planning Commission

January 19, 2016 EDAP Board

2-12-16

3-4-16

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council
 Committee/Council Meeting Date: March 14, 2016
 Originating Department: Administration
 Agenda Section: Consent
 Item Number: V-B

ITEM DESCRIPTION: Vouchers
 Prepared by: Alice McColley

COMMENTS:
 Please review the following vouchers:

02/25/2016	Vouchers	92091	\$86,868.20
02/26/2016	Reprint AFSCME ck 90391	92092	\$333.60
02/29/2016	Purchase Investment-BOKF Nat'l Bk		\$245,000.00
02/29/2016	Purchase Investment-Bank West		\$150,000.00
03/03/2016	Payroll Checks	92093-92096	\$3,672.61
03/03/2016	Payroll Taxes	92097-92100	\$1,189.76
03/03/2016	Payroll Direct Deposit		\$17,060.12
03/03/2016	Payroll - Fed		\$5,798.32
03/03/2016	Payroll - State		\$1,071.01
03/03/2016	Payroll - TASC		\$538.43
03/03/2016	Payroll - PERA		\$5,528.76
03/03/2016	Payroll - SELECT		\$207.70
03/03/2016	Payroll - Blue Cross		\$4,693.66
03/03/2016	Payroll - AFLAC		\$139.41
03/09/2016	Vouchers	92101-92169	\$92,857.23
		TOTAL	\$614,958.81

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the following vouchers:

02/25/2016	Vouchers	92091	\$86,868.20
02/26/2016	Reprint AFSCME ck 90391	92092	\$333.60
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		TOTAL	\$614,958.81

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Originating Department: Administration

Agenda Section: Consent

Item Number: V - C

ITEM DESCRIPTION: Wellhead Protection Committee Resignation/Appointment

Prepared by: Staff

COMMENTS:

Please review the attached resignation from Mary Kiebel from the Wellhead Protection Committee, effective immediately.

Bill Virant is interested in serving on the Wellhead Protection Committee, effective immediately.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the appointment of Bill Virant to the Wellhead Protection Committee, effective immediately.

Jennifer Welling

From: Mary Kiebel <maryellen1957@yahoo.com>
Sent: Wednesday, February 10, 2016 12:22 PM
To: Jennifer Welling
Subject: Re: 2-17-16 Wellhead Protection Committee Meeting

Hi Jennifer,
Now that I'm retired, I'd like to also retire from the Wellhead Protection Committee. I enjoyed my work with the Water Festival while I was teaching, but it's time for the new teacher to be involved.
Thank you,
Mary Kiebel

Sent from my iPhone

On Feb 10, 2016, at 11:49 AM, Jennifer Welling <Jennifer@paynesvillemn.com> wrote:

*Jennifer Welling
Administrative Assistant/Zoning Specialist
221 Washburne Ave.
Paynesville, MN 56362
Phone: 320-243-3714 ext. 221
Fax: 320-243-3713*

<20160217 Wellhead Protection Comm. Ag.pdf>

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Consent

Originating Department: Police Department

Item Number: V - D

ITEM DESCRIPTION: Basic Fire and Arson Investigation Training

Prepared by: Chief Paul Wegner

COMMENTS:

Officer Elfering would like to attend the Basic Fire and Arson Investigation class in Brainerd, MN, May 11 – 13, 2016. There is no registration fee for the training; however, there will be expenses including mileage, hotel accommodations, and staff time (wages – normal hours worked).

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the attendance of Officer Elfering to attend the Basic Fire and Arson Investigation Training in Brainerd, MN.



**Minnesota Department of Public Safety
Minnesota State Fire Marshal**



Training Log-in

Course List	Course Registration
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Course Information

Course Name:	Basic Fire and Arson Investigation	
Class Cost:	\$0.00	
Maximum Participants:	24	
Seats Available:	13	
Wait List Seats Available:	0	
Instructor(s):	<u>Casey Stotts</u>	
Registration Time:	0745	
Day(s)	Date(s)	Time(s)
	05/11/2016	0800 - 1700
	05/12/2016	0800 - 1700
	05/13/2016	0800 - 1700
Location:	Brainerd Fire Station 23 Laurel Street Brainerd MN 56401	
Introduction:	This three-day classroom Basic Fire & Arson Investigation course gives law enforcement and fire personnel the basic skills required for an initial fire scene investigation. Participants will learn about fire behavior and basic origin and cause investigation techniques, along with scene preservation, documentation and evidence collection. Legal aspects and arson motives are also covered in this first course, of a two-part series. This course will train fire and law enforcement personnel to determine the origin and cause of a fire, as required by Minnesota State law, while addressing National Fire Protection Association (NFPA) considerations for conducting such investigations.	
Purpose:	Topics covered will include: - Legal consideration at fire scenes - Basic fire behavior & fire science - Physical evidence collection - Arson motives - The private & public fire investigator interface - Fire pattern recognition - Points of origin and the scientific method - Fatality fires - Basic report writing - Scene sketching and diagramming - Fire scene photography - Hazards, safety, and tools of the trade	
Agenda:	Day 1 Registration 5 minutes Introductions / Course Outline 10 minutes Legal Considerations 3 hours 45 minutes Wildland Fire Investigation 1 hour 30 minutes Basic Fire Science, Fire Behavior, Fire Pattern Recognition 2 hours 30 minutes Day 2 Point of Origin, Causes, and the Scientific Method 3 hours Private and Public Fire Investigator Interface 1 hour Fatality fires 2 hours 30 minutes Hazards, Safety, & Tools of the trade 1 hour 30 minutes Day 3 Motives 45 minutes Basic Physical Evidence 45 minutes Basic Building Construction 2 hours Basic Report Writing 1 hour 30 minutes Scene Sketching and diagramming 1 hour Basic Fire Scene Photography 1 hour Course Wrap up & Final Test 1 hour	
Notes:	Students must be actively working for a Fire or Law Enforcement Agency and have obtained an NFPA 1001 Firefighter I Certification, or Minnesota POST License. A fee of \$25 will be charged to anyone who fails to cancel their registration at least 24 hours prior to the start of a class, or one business day in advance of classes beginning on Monday. Exceptions will be made for individuals unable to attend due to illness, or a family or work emergency. This is a three day course.	

Students are asked to bring scene diagramming equipment (i.e. pencils, paper, tape measure, ruler), photography equipment, a lap top or iPad computer (if available).

[Back to Course List](#)

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Consent

Originating Department: Police Department

Item Number: V - E

ITEM DESCRIPTION: Executive Training Institute (ETI) Chiefs Conference

Prepared by: Chief Paul Wegner

COMMENTS:

Chief Wegner would like to attend this year's ETI Chiefs Conference in St. Cloud, MN, April 17-20, 2016. The registration fee is \$355.00; plus mileage and staff time (wages - normal hours worked).

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the attendance of Chief Wegner to attend the ETI Conference in St. Cloud, MN.

21st Century

LEADERSHIP

Lessons



Tactics

Innovation

Relationships

EXECUTIVE TRAINING INSTITUTE

LAW ENFORCEMENT EXPO

April 17-20, 2016

River's Edge Convention Center • St. Cloud, Minnesota

mnchiefs.org

21st Century

LEADERSHIP Lessons

April 17-20, 2016 - River's Edge Convention Center • St. Cloud, Minnesota

EXECUTIVE TRAINING INSTITUTE AND LAW ENFORCEMENT EXPO



ETI EDUCATION

Phone: 651-457-0677 • E-Mail: info@mnchiefs.org

Program subject to change without notice

2016 ETI MONDAY-WEDNESDAY (with a Sunday evening special session)

NEW 2016 ETI ELEMENTS

- Small agency breakouts
- Supervisor's day on Wednesday
- Expo now open to all public safety professionals
- One-day single/group rates available
- Innovation award and luncheon
- Buffet lunch served in Expo Hall Monday-Tuesday
- Retiree's afternoon hospitality suite

SUNDAY



EVENING SPECIAL SESSION CRISIS CASE STUDY

IMPORTANT MCPA PROGRAM ROLLOUT
SEPARATE REGISTRATION REQUIRED

Chief Tim Fournier THE NEW HOPE CITY HALL SHOOTING'S LESSON IN PEER SUPPORT PLANNING

6:00-7:30 p.m. • Best Western Kelly Inn, Ballroom
Pizza Dinner included with registration

When a gunman opened fire at New Hope city hall during a council meeting, the department went into immediate crisis response, taking out the gunman before he could kill anyone and securing the scene. Chief Tim Fournier will discuss what he and his officers experienced in the moments, weeks and months following that shooting. While neighboring agencies handled New Hope's regular calls and others stepped into help with the investigation, Chief Fournier believes a number of personal peer support issues generally went unaddressed.

Following Chief Fournier's presentation Minnesota Chiefs of Police Association's (MCPA) Chaplin Dan Carlson will talk about the work he, Chief Bob Jacobson, New Brighton Public Safety, Chief Fournier and others are doing to establish a structured "Peer Support System" for chiefs in times of crisis. The goal is to help develop a simple and defined plan for peers to step in and support the chief when a major incident hits their department.

HOSPITALITY SUITE

Opens Sunday Evening | 7:00-10:00 p.m. | Best Western Kelly Inn

10



MONDAY



MORNING

FEATURED SPEAKER

Phillip Atiba Goff, Center for Policing Equity, University of California-Los Angeles

IMPLICIT BIAS: RAISING AWARENESS AND OVERCOMING ITS CONSEQUENCES

Co-founder and president of UCLA's Center for Policing Equity, Phillip Atiba Goff will bring his engaging, sometimes humorous style to discuss a serious issue facing 21st century law enforcement leaders: Implicit bias. Sometimes our brain processes certain biases without us even realizing it. Dr. Goff will explain the latest research in this area, how it impacts decision-making in a law enforcement context and ways to address it.

Police departments nationwide have recruited Dr. Goff because of his vast research and study in this area.

2016 LAW ENFORCEMENT EXPO AND LUNCH ^{NEW}

Opens 11:30 a.m.

Enjoy a buffet lunch in the expo hall and visit with exhibitors for an extended time. The Expo is free to all public safety and government IT professionals! The buffet lunch is included with full ETI registration. Expo only attendees can purchase a \$25 lunch ticket.



AFTERNOON

GENERAL SESSION

Laurie Robinson, Professor, George Mason University

THE PILLARS OF 21-CENTURY POLICING: A REVIEW OF THE PRESIDENTIAL TASKFORCE REPORT

To strengthen trust among law enforcement officers and the communities they serve—especially in light of recent events around the country—President Obama commissioned a task force on 21st Century Policing, comprised of law enforcement leaders, public safety researchers and community stakeholders. The task force's final report recommended six pillars to strengthen police-community relations. Task force co-chair Professor Laurie Robinson, from George Mason University, will discuss the conversations that lead to these six pillars.

PRESIDENT'S RECEPTION

(Registered Attendees Welcome)

EXPO HALL

4:00 - 5:00 p.m.



SPECIAL EVENING SESSION

Paul Mellor, Memory expert

HOW TO REMEMBER ANYTHING

This fun, highly interactive, entertaining, seminar will give you techniques for remembering information to make you more productive and efficient law enforcement leaders. At the end of the session, participants will have the ability to remember names and faces, the confidence for getting through a day without the fear of forgetting and the knowledge and application for retaining information.

HOSPITALITY SUITE

Monday Evening | 8:00-11:00 p.m. | Best Western Kelly Inn

11

TUESDAY



MORNING

FEATURED SPEAKERS

Chuck Wexler, Executive Director, Police Executive Research Forum

RE-ENGINEERING TRAINING ON POLICE USE OF FORCE

Minnesota law enforcement has reported in recent years seeing an increase in mental illness-related calls, some of which have ended in officer-involved shootings. At its most recent conference, the Police Executive Research Forum (PERF), decided to re-examine use-of-force training as it relates to people with mental illness who pose a threat with an edged weapon. PERF executive director Chuck Wexler will discuss the misuse of the "21-foot" rule and how departments must begin re-thinking use-of-force training to highlight de-escalation on certain types of mental health-related calls.

LAW ENFORCEMENT EXPO

OPEN 8:30 A.M.-1:00 P.M.

Extended Expo Time! Police department specialty staff, retired chiefs, EMS, corporate and private sector professionals are invited to visit with exhibitors during this extended expo time.

ASSOCIATION BUSINESS MEETING

10:30 A.M.

Recognition of retired chiefs, Board of Directors election and presentation of MCPA's Advanced CLEO & Command Academy.

LUNCH-LAW ENFORCEMENT EXPO

11:15 A.M.

NEW!

Attendees and retired chiefs can see the latest technology and products in the Law Enforcement Expo while enjoying a delicious buffet lunch.

RETIRED CHIEFS HOSPITALITY SUITE

12:30 P.M.

Following the new buffet lunch in the Law Enforcement Expo, retirees will gather in the ETI Hospitality Suite to catch up with former colleagues and friends.

AFTERNOON: BREAKOUT SESSIONS

HR FOR SMALL AGENCIES

Aimed at chiefs with fewer than 15 officers, this session will mainly focus on the challenges of termination and discipline in small agencies. Laying down the law with someone who's covering your back during critical incidents day-to-day is tough. This class will feature a combination of chiefs who have success stories in this area and legal experts chiefs can turn to.

NEW WELLNESS AND WELLBEING

This breakout will discuss the steps departments need to implement to have an effective, holistic mental wellness program. Captain Brian Nanavaty will talk about the program he helped implement at the Indianapolis Metropolitan Police Department, which considers a myriad of factors from steps post hire to financial planning to retirement preparation. The program there has resulted in fewer cases of discipline and an increase in officers seeking personal and professional assistance.

CRISIS INTERVENTION TRAINING (CIT) FOR SMALL AGENCIES

Forty hours is a long time for a small agency to dedicate to any training, that's why former detective Linda Flanders, condensed her crisis intervention training into a more manageable timeframe.

Her mental health crisis overview covers creating community networks for localized intervention, understanding that mental illness is a brain disorder and learning de-escalation steps for crisis calls.

Visit the MCPA website, www.mnchiefs.org, for more information on ETI breakouts and featured speakers.

MCPA AWARDS BANQUET 7:00 P.M.

Please join us to honor the state's most heroic police officers who went above and beyond the call of duty in 2015.

WEDNESDAY

MORNING

Breakout for supervisory staff on the frontlines of the Ferguson protests and a chief who thought a Ferguson-type event would never happen.

REGISTER WITH THE SPECIAL GROUP RATE to send members from your department.



FEATURED SPEAKER

Chief Michael Koval, Madison, WI Police Department

INVESTING IN COMMUNITY RELATIONS TO CASH IN DURING CRISIS

After less than a year as Madison's police chief, a fatal officer-involved shooting thrust Michael Koval into the national spotlight. In the face of great criticism and many baseless accusations about his agency, Chief Koval tirelessly defended his department's integrity and the officer involved in the shooting, who was later cleared of any wrongdoing. In the days following, Chief Koval invited a review of his policies, especially his use-of-force policy. At the Executive Training Institute, he will discuss the relations he built with community members prior to the incident, how he effectively leveraged traditional and new media to help influence public perceptions of his department and other leadership strategies to guide his department through this difficult time.

He'll also briefly discuss how the Madison Police Department's long history of progressive public safety initiatives and work to promote social justice and peaceful protests played into the situation.

INNOVATION AWARD LUNCHEON 12:15 P.M.

NEW

The MCPA Excellence in Innovation Award recognizes Minnesota municipal police agencies and their CLEOs for superior achievement and innovation. This award program is designed to recognize exceptional, innovative and extraordinary achievement in law enforcement program, efforts or initiatives that benefit law enforcement as a profession.



AFTERNOON

FEATURED SPEAKER

Chief Jon Belmar, St. Louis County Police Department

FERGUSON MISSOURI: LESSONS LEARNED

The events in Ferguson, Missouri marked a major shift in how many Americans perceive police, and began a call for more transparency and accountability in the profession. St. Louis County Police Chief Jon Belmar, who had a major role in restoring order following Michael Brown's death, will talk about the lessons learned during the ordeal and how police leaders can prepare for similar events in their communities.

His presentation includes ensuring officers are given clear instruction on their demeanor during protests, leading from the front in critical incidents, and trainings' short comings in dealing with these situations.

He'll also talk about the socioeconomic conditions leading to the unrest and cover the role politicians and media play during highly publicized events.

Executive Training Institute (ETI) Registration

April 17-20, 2016

Take advantage of the **early discounted rates!** **SAVE!** Be sure registration is postmarked on or before March 18, 2016.

NEW! GROUP RATE FOR DEPARTMENTS-The new group rate allows departments to have one registration for up to three officers! Take advantage of this great, new pricing to send your officers for a day of top-rate instruction.

Be sure to review the Registration Information to the right while registering.

Online Registration Now Available-www.mnchiefs.org

Name _____ Title _____

Department/Affiliation _____

Address _____ City _____

State/Zip _____

E-mail _____

Telephone _____ P.O.S.T.# _____

Region# _____ Check here if you are a new Chief Yes No

Special request (ADA, Dietary, etc.) _____

	<u>Pre 3/18/16</u>	<u>Post 3/18/16</u>	<u>Cost</u>
Full ETI Registration* Circle choice(s)			
Member	\$355	\$405	_____
Membership is on an individual basis and is not departmental.			
Non-Member	\$515	\$560	_____
*Be sure to register below for the nightly Hospitality Suite, the Sunday Special Session and the Association Prayer Breakfast.			
Group Rate**	\$135	\$155	_____
Sunday			
Sunday Special Session	\$55	\$65	_____
Daily Registrations** at the daily or group rate			
Monday	\$185	\$205	_____
Tuesday	\$185	\$205	_____
Wednesday	\$185	\$205	_____
**Must have at least one full registration from your department to be able to register any staff at the group or daily rate.			
ETI Law Enforcement Expo Only			
Exhibit Only	FREE	FREE	_____
Expo with Lunch	\$25	\$25	_____
Misc./Additional Functions			
Hospitality Fee	\$35	\$40	_____
(Fee covers Sun, Mon, & Tues nights)			
Association Prayer Breakfast	\$20	\$25	_____
Additional			
Tuesday Banquet	\$45	\$50	_____
(One banquet ticket is included in a full ETI registration.)			
Companion Program			
Companion Program	\$80	\$85	_____
Companion's Name _____			

(Please enclose a check for the total amount due.)

Total: \$ _____

Visit www.mnchiefs.org and click on ETI Register Now for online registration.

Make checks payable to the Minnesota Chiefs of Police Association.

Mail payment and registration to: 1951 Woodlane Ave, Woodbury, MN 55125

651-457-0677 • info@mnchiefs.org • www.mnchiefs.org

IMPORTANT REGISTRATION INFO

Before registering, be sure to review this important ETI information.

Special Requests:

It is our goal to make your ETI experience enjoyable; please let us know of any special needs or requirements (ADA, dietary, etc.) you might have via the special request line on your Registration Form. The Minnesota Chiefs of Police Association will do its best to meet these needs.

Full ETI Registration Includes:

- Access to sessions Monday-Wednesday
- Access to Law Enforcement Expo
- Access to the following social/networking functions:

Monday-Wednesday lunch
Monday President's Reception
Tuesday Evening Awards-Social & Banquet

Separate registration is required for the Sunday evening Case Study, Hospitality Suite and the Association Prayer Breakfast.

NOTE: Members of the Minnesota Chiefs of Police Association, other state Chiefs of Police Associations and the Minnesota Sheriffs Association may register under the member rate. New member applications can be obtained from the Minnesota Chiefs of Police Association Administrative Offices at 651-457-0677 or online at www.mnchiefs.org.

Daily Registrations Include:

- Monday: Access to the day's sessions, the Law enforcement Expo, lunch and President's reception.
- Tuesday: Access to the day's sessions, the Law Enforcement Expo and lunch.
- Wednesday: Access to the day's sessions and lunch.

Must have at least one full registration from your department to be able to register any staff under the daily rate or group rate.

Group Rate:

- Up to three individuals can be registered under a one-day group rate.
- Available Mon-Wed for the day's sessions and lunch, law enforcement Expo and President's Reception (if used on Monday)

ETI Law Enforcement Expo Only Includes:

- Access to the Law Enforcement Expo only.

Companion Program Includes:

- Access to the following social/networking functions:
- Monday President's Reception
 - Tuesday buffet lunch in the Law Enforcement Expo
 - Tuesday Evening Awards Social & Banquet

Cancellations:

Cancellation requests must be in writing and received by the ETI Management Office no later than March 18, 2016.

Cancellation requests received by March 18, 2016 will be assessed a \$50 cancellation fee. Refunds will be processed after May 16, 2016.

Transferring Registrations:

Registrations may be transferred if the transfer request is in writing and bears the signature of the original registrant.

Questions? Contact us at 651-457-0677 or info@mnchiefs.org

You must be a public safety or government IT professional to register for the Expo.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - A

ITEM DESCRIPTION: Burning Permit Request – Golf Course

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Bryan Kruger, Superintendent of Koronis Hills Golf Course will be in attendance. Mr. Kruger has approached the City to obtain a Burning Permit to burn a large pile of brush on the golf course property that lies within the city limits of Paynesville. The City staff has indicated to him that burning is not allowed in the city limits with the only exception being recreational fires in a fire pit or fire ring. Please review the attached ordinance, written request as well as photos of the pile in which Mr. Kruger wants to burn.

The Environmental Committee will also be reviewing this prior to the City Council meeting.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.

ORDINANCE NO. 70, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY MODIFYING SECTION 10.21 ENTITLED "PERMITTED OPEN BURNING"; 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 ORDAINS:

Section 1. City Code, Chapter 10, Section 10.21, is hereby amended to read:

Section 10.21. PERMITTED OPEN BURNING.

Subd. 1. Recreational Fires. Subject to the following limitations and conditions, recreational fires shall be permitted. For purposes of this ordinance allowing recreational fires, a recreational fire by definition must be a fire contained within a fire ring or pit no more than three (3) feet in diameter. Furthermore, a recreational fire shall be limited to the burning of clean, dry wood properly cut to fit within the diameter of the fire ring or pit. A recreational fire shall be maintained so that flames do not exceed three (3) feet in height.

Subd. 2. Limits and Conditions Applicable to the Burning of Leaves & Recreational Fires.

- A.** No burning of leaves shall be permitted.
- B.** No recreational fires shall be permitted during an air pollution alert, warning or emergency declared by the Minnesota Pollution Control Agency.
- C.** No recreational fires shall take place during a fire danger alert declared by the Fire Chief of the City of Paynesville or by the Commissioner of the Minnesota Department of Natural Resources. Notice of any fire danger or alert or of any air pollution alert, warning or emergency shall be broadcast on any day when recreational fires would be prohibited by these conditions.
- D.** No recreational fires shall be permitted on the land of another without the permission of the owner thereof or the owner's agent.

E. No recreational fires shall be permitted on any publicly owned or controlled lot or parcel of land, public bridge, street, sidewalk or other public place.

F. No recreational fires shall be permitted on any private land unless the recreational fire is at a location not less than thirty (30) feet from any structure and adequate provision is made to prevent the fire from spreading to within thirty (30) feet of such structure.

G. All such fires shall be attended at all times, by a person of suitable age and discretion, in any event no less than 16 years of age, and such person shall have a garden hose connected to a water supply or other fire extinguishing equipment readily available for use.

Subd. 3. Unlawful Act. It is a petty misdemeanor for any person to kindle or maintain any fire permitted by this section or to authorize such fire to be ignited or maintained if the materials to be burned consist of anything other than clean dry wood properly cut to fit within a fire ring or pit. However, the third violation of the provision of this section any subsequent violations within a two (2) year period shall constitute a misdemeanor.

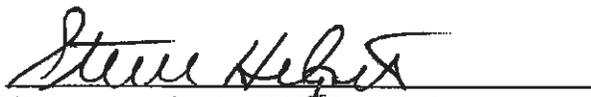
Section 2. City Code, Chapter 1, entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 10.99 entitled "Violation a Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this 14th day of July, 2004.



Jeff Thompson, Mayor

ATTEST:



Steven Helget, City Administrator

Published in the Paynesville Press on July 21, 2004.

Dear enviromental committee and city council. I am Bryan Kruger, superintendent at Kornis Hills Golf club. In my recent request for a burning permit I learned that our brush pile is within the city limits therefore making it illegal to burn. I have thought of many different options of what I could possibly do with this pile I have been adding to for two years. The first was to move it somewhere else but I didn't want to burn on the golf course itself. The next was to have someone come in and remove it but the cost involved would probably be substantial. So I am asking the environmental committee and city council to consider issuing me a one day burn permit. I would be there the entire time and would wait for a calm day or a day where the wind direction is from the north...northwest. If you issue this to me, would you do this for me annually or do I need to figure out a new way to get rid of my brush and dead trees? Thanks you Bryan Kruger







REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - B

ITEM DESCRIPTION: Variance Request - Wendroth

Prepared by: Staff

COMMENTS:

Please review the attached Variance Application submitted by Tyler & Rebecca Wendroth, 355 Augusta Ave., Paynesville, MN. The Wendroth's wish to remove the existing detached (non-conforming – currently only 2 feet off the south property line) garage that is currently accessed off of Mill St. and replace it with a new 32x32 detached garage to be accessed from the alley. They are not able to meet the 30' setback off of the south property line/Mill St. right of way. The garage would be 9.5' off the south property line requiring a 20.5' setback variance. They can meet the height and lot coverage regulations. The property is zoned R1-Residential.

The Planning Commission has reviewed this and recommends approval.

ADMINISTRATOR COMMENTS:

Attorney Spooner has made a change to the format of approving/denying variances as it will require both the Planning Commission and Board of Adjustment to give some consideration and make some findings regarding their thoughts before acting.

COMMITTEE/COUNCIL ACTION:

Motion to set the Wendroth Variance Public Hearing for Monday, April 11, 2016 at 6:30 p.m.

CITY OF PAYNESVILLE
VARIANCE APPLICATION

221 Washburne Ave. ~ Paynesville, MN 56362
Phone: 320-243-3714 ~ Fax: 320-243-3713

List All Property Owners: Tyler & Rebecca Wendroth

Contact Person: Tyler Wendroth Wendroth tyler @ hot mail . com

Address: 355 Augusta Ave Paynesville, MN 56362

Telephone No.: 320-282-8106 Parcel No.: 70.38648.000

Legal Description: Lot: 009 Block: 002 Addition: Baitinger's

ZONE: Residential

Application Fee: \$250.00
(non-refundable) These are the fees incurred per document: Advertising \$48.00 (average), Recording \$46.00 (actual), Postage \$33.00 (average), Legal \$123.00 (average), totaling \$250.00.

EXISTING USE OF PROPERTY:

Residential

IS THE VARIANCE NEEDED TO REPLACE AN EXISTING STRUCTURE OR ADD AN ADDITIONAL STRUCTURE? yes

IF REPLACING, IS THE EXISTING STRUCTURE NON-CONFORMING? no

DESCRIPTION OF REQUEST: (use separate sheet if needed)

see yellow sheet

DRAWING OF PROPOSED VARIANCE: (use separate sheet)

Application Must Include:

- A site plan showing existing lot lines and dimensions as well as lot area, all easements, all public streets, and private right of ways bordering and adjacent to the site, the use and location of all adjacent property.
- The specific feature or features of the proposed use, construction, or development that requires a variance.
- Specific provisions of Ordinance from which a variance is sought and the precise variance there from being sought.
- Statement of characteristics of the property that prevent compliance with the provisions of the Ordinance.
- Legal description from abstract.
- Any written or graphic data required by the City Administrator.

ms

2-3-16

Rebecca M Wendroth

2/3/16

All Property Owners Must Sign This Application

Date

For office use only:

Application Fee: \$250.00 (non-refundable)

For office use only: Cash _____

Check No. 1634

Date Paid 2-25-16

Present To Planning Commission Date: 3-7-16

Board of Adjustment Set Public Hearing Date: 3-14-16

Board of Adjustment Public Hearing Date: 4-11-16 6:30pm

Board of Adjustment Makes Determination Date: 4-11-16

PLANNING COMMISSION ACTION:

Recommended to Board of Adjustment Approved _____ Denied _____ Date: _____

BOARD OF ADJUSTMENT ACTION:

Approved _____ Denied _____ Date: _____

PAID

Date Received in Office: FEB 25 2016
(Stamp)

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I am requesting a variance to build a 32x32' garage on my property at 355 Augusta Ave. I will be tearing down the garage that stands now, that exits onto Mill St. The new garage will be exiting into alley. The reason for exiting into alley is that it will be more safe than exiting onto Mill St. There is a lot of traffic and children walking on the sidewalk when I back out of my current garage. Mill St is also being redone this year so they will be able to pour curb straight through where approach is now. The new garage will be less than 16' in height. It will also be matching siding and shingles to the house right now. The garage will only meet a 9½' set back from south property line so I'm requesting a 20½' variance.

CITY OF PAYNESVILLE

W/LA: 00044656 2/25/2016 10:21 AM
SPS FROM ENR. 001
REF: 1654

FROM: 10.0100 VARIANCE FEE
VARIANCE MENDRITH
VARIANCE FEES 250.00CR

TENDERED	250.00	CHECK
APPLIED	250.00	
<hr/>		
CHANGED	0.00	

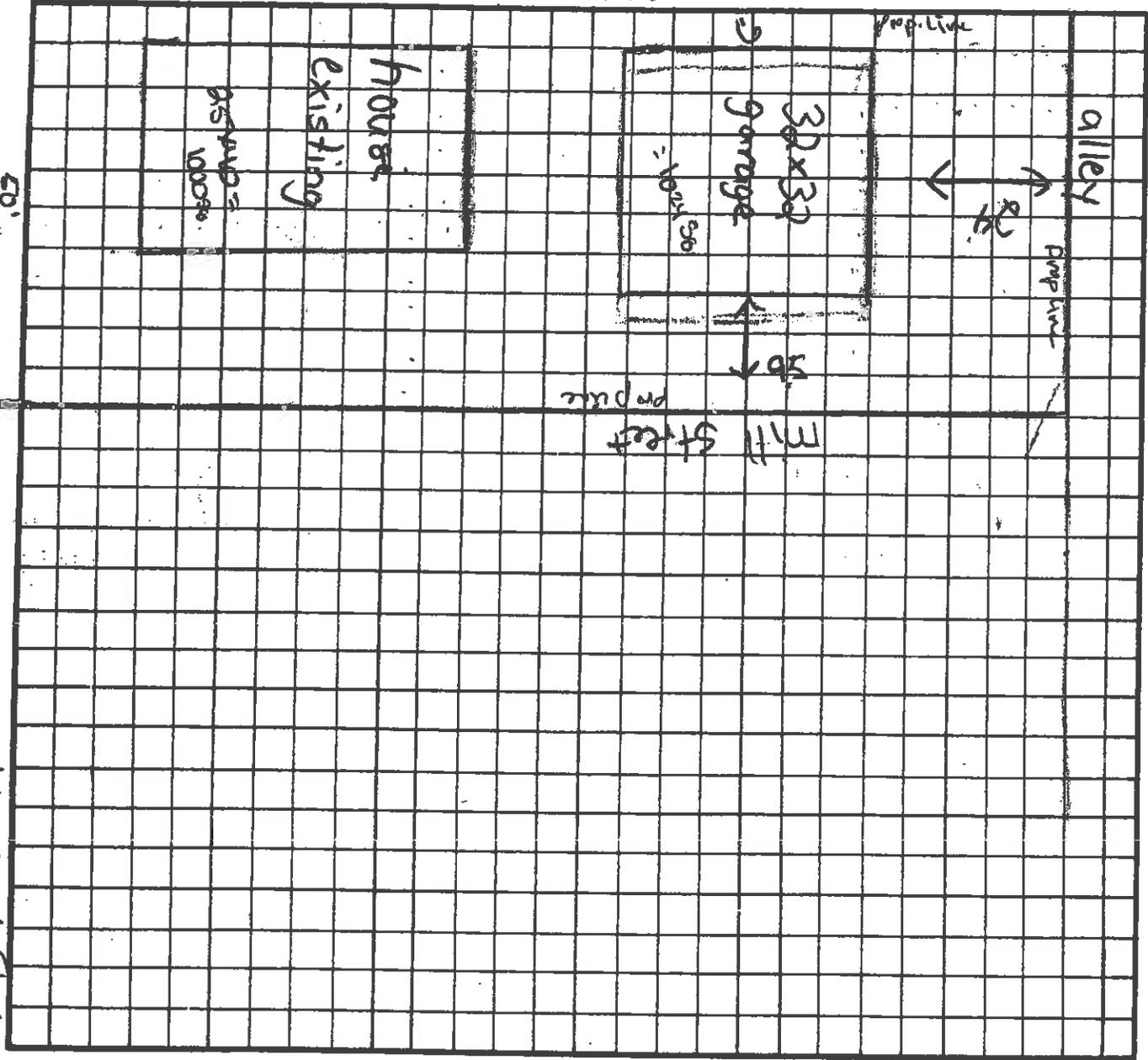
PLOT PLAN
INSTRUCTIONS TO APPLICANT

THIS FORM NEED NOT BE USED WHEN PLOT PLANS DRAWN TO SCALE OF NOT LESS THAN 1"=20' ARE FILED WITH PERMIT APPLICATION (EACH BUILDING SITE MUST HAVE A SEPARATE PLOT PLAN.)

FOR NEW BUILDINGS PROVIDE THE FOLLOWING INFORMATION IN THE SPACE BELOW: LOCATION AND DIMENSION OF PROPOSED CONSTRUCTION AND EXISTING IMPROVEMENTS. SHOW BUILDING, SITE, AND SETBACK DIMENSIONS, SHOW EASEMENTS, FINISH CONTOURS OR DRAINAGE, FIRST FLOOR ELEVATION, STREET ELEVATION AND SEWER SERVICE ELEVATION. SHOW LOCATION OF WATER, SEWER, GAS AND ELECTRICAL SERVICE LINES. SHOW LOCATION OF SURVEY PINS. SPECIFY THE USE OF EACH BUILDING AND MAJOR PORTION THEREOF, LOCATIONS AND DIMENSIONS OF OFF-STREET PARKING STALLS.

○ INDICATE NORTH IN CIRCLE 153,444' GRAPH SQUARES ARE 5' x 5' OR 1"=20'

Augusta Ave
to
25'



50'

total sq. ft. of Structures = 2024
lot sq. ft. = 7,672 (area)

I/We certify that the proposed construction will conform to the dimensions and uses shown above and that no changes will be made without first obtaining approval.

PERMIT NO.	JOB ADDRESS
OWNER	

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT _____

(DATE)

[Signature]

SIGNATURE OF OWNER (IF OWNER BUILDER) _____

2-3-16
(DATE)

SIGNATURE OF BUILDING AND ZONING OFFICIAL _____

DATE

WHITE — Office Copy YELLOW — Inspectors Copy PINK — Applicant

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**REPORT & RECOMMENDATION OF PLANNING COMMISSION
ON APPLICATION FOR VARIANCE**

WHEREAS, the City Administrator has received from Tyler Wendroth and Rebecca Wendroth a Variance application to allow the following:

The construction of a 32' x 32' detached garage which would be accessed by motor vehicles from the alley to the rear of the property, and would have a 24' setback from the alley right-of-way, but which would have a 9 ½' setback from the street right-of-way of Mill Street requiring a 20 ½' variance from the 30' setback requirement of City Code Chapter 11, Section 11.10, Subd. 3(A), which provides in relevant part that all detached accessory buildings shall set back a minimum of 30 feet from all street right-of-way lines; and

WHEREAS, Tyler Wendroth and Rebecca Wendroth are the owners of the property located at 355 Augusta Avenue, Paynesville, MN 56362; and

WHEREAS, this property is more particularly described as Parcel No. 70.38668.000 and legally described as follows:

Lot 9, Block 2, Baitinger's Addition, Stearns County, Minnesota; and

WHEREAS, the property in question is currently zoned "R-1" – Single & Two Family Residential District; and

WHEREAS, City Code Chapter 11, Section 11.10, Subd. 3(A), requires that all detached accessory buildings have a minimum setback of 30 feet from all street right-of-way lines; and

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WHEREAS, the property is a corner lot. The lot is 50' wide on Augusta Avenue and 153.44' in length running along Mill Street, with an alley to the rear of the property running parallel to Augusta Avenue; and

WHEREAS, the Planning Commission believes that the owner's use of the property as proposed would be:

- a) Unreasonable; or
- b) Reasonable

Because: It is thought to be safer to exit onto the alley rather than Mill Street; and

WHEREAS, the Planning Commission believes that the land owner's problem is:

- a) Due to circumstances unique to the property and not caused by the land owner;
- b) Is not due to circumstances which are unique to the property or was caused by the land owner;

because: The lot is long and narrow with frontage on two sides; and

WHEREAS, the Planning Commission finds that the Variance, if granted:

- a) Will not alter the essential character of the locality; or
- b) Will alter the essential character of the locality; and

because: The garage will have the same siding, roofing, and windows as the house; and

WHEREAS, the Planning Commission finds that the Variance if permitted:

a) Will be in harmony with the general purposes and intent of the zoning ordinance and the comprehensive plan; or

b) Will not be in harmony with the general purposes and intent of the zoning ordinance and the comprehensive plan;

because: The proposed building will be an improvement to the lot.

NOW, THEREFORE, the Planning Commission recommends that the request for Variance be:

Granted; or

Denied.

PAYNESVILLE PLANNING COMMISSION

By: _____
Ron Mehr, Chairperson

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - C

ITEM DESCRIPTION: Paynesville Logo

Prepared by: Staff

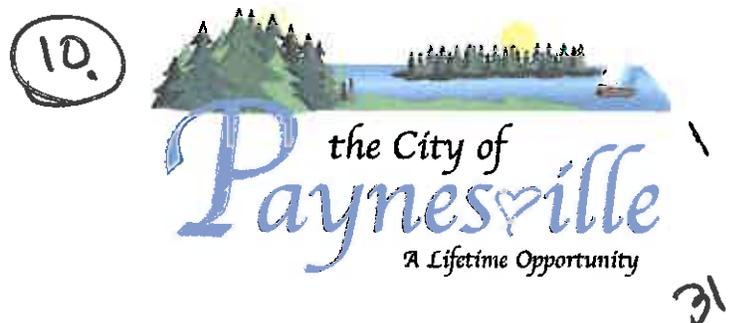
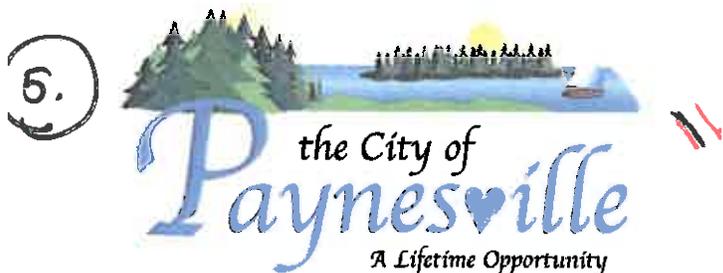
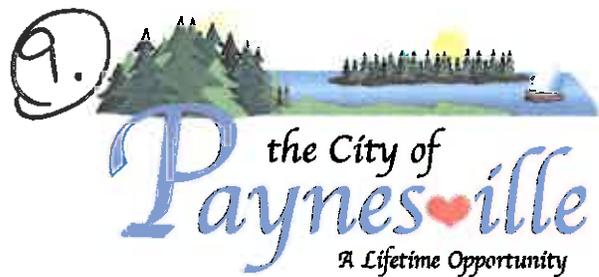
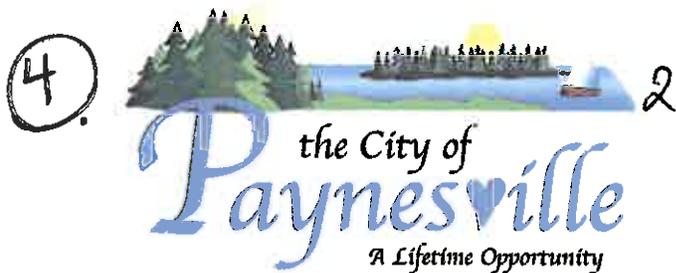
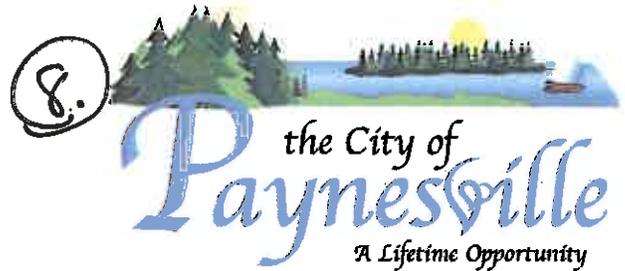
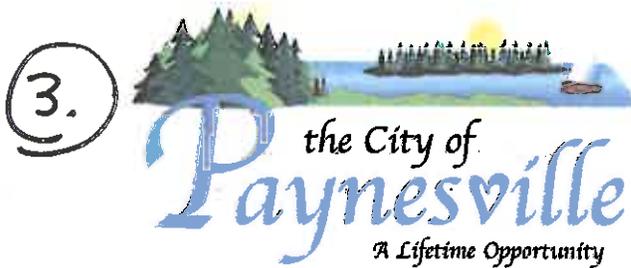
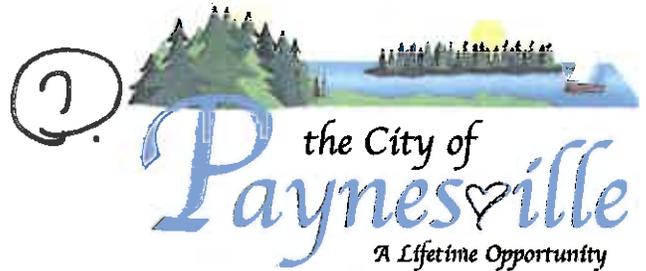
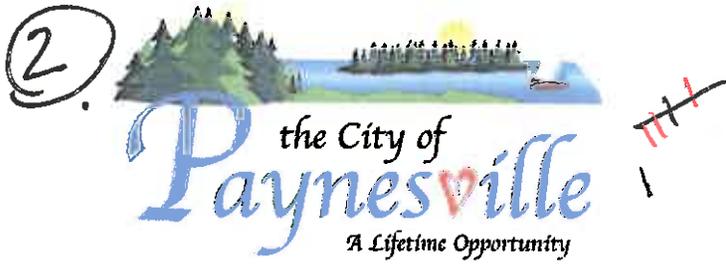
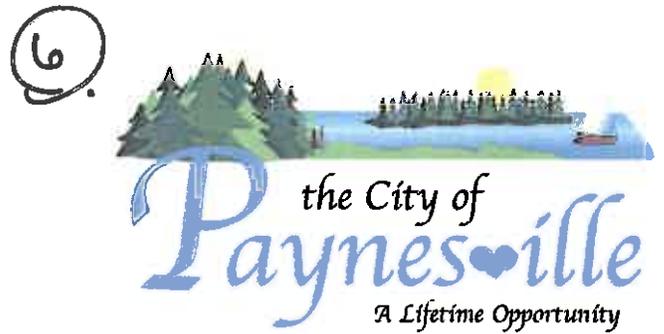
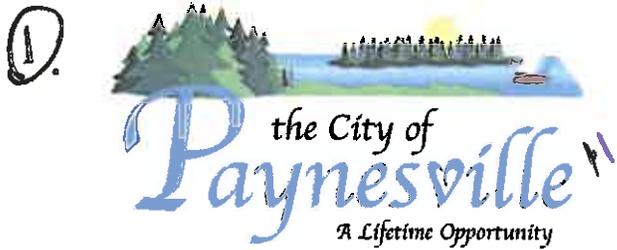
COMMENTS:

Jeff Thompson will give a verbal report. Please review the attached sample logos.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.



REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Police Department

Item Number: VI - D

ITEM DESCRIPTION: Sale of Forfeited Property

Prepared by: Chief Paul Wegner

COMMENTS:

Chief Wegner will give a verbal report. The police department has forfeited a vehicles and a riding lawn mower to sell via sealed bids. Any funds obtained from the vehicle and riding lawn mower will need to be split 70/30 with the County and City Attorney's Office. These are also dedicated funds and do not go into the general fund.

1. 1997 Ford F150 Conventional
 - a. Kelly Blue Book (\$1,100 to \$1,300)
 - b. Over 226,XXX miles

2. Yard Machine 21 HP/46" Riding Lawn Mower
 - a. Unknown Value
 - b. Riding Lawn Mower was being driven at the time of the arrest. Unknown whether the riding lawn mower works.

Wegner would like to request permission to sell the Ford F150 and the riding lawn mower via sealed bid. Wegner would also like to advertise in local paper, post the ad in City Hall and on the City's Facebook page that the vehicles would be sold via sealed bid for persons interested in the vehicle and riding lawn mower. The Ford F150 will be placed at the RV dump for inspection and the riding lawn mower will be available for inspection upon request. Seal bids will be accepted from the March 15, 2016 to April 1, 2016.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the sale of a 1997 Ford F150 and Yard Machine Riding Lawn Mower via sealed bids with the funds being split according to state statute and placed into the department's forfeiture fund for future needs.

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Show Used Car Prices Print report



1997 Ford F150 Regular Cab

Style **Short Bed** ▾

Mileage **226000**

[Edit options](#) | [Check specs](#)

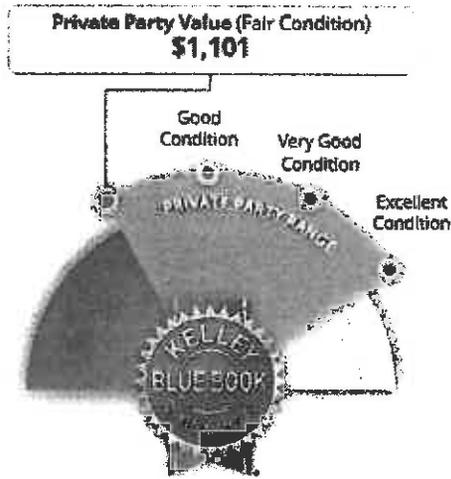


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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Council Meeting

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Police Department

Item Number: VI - E

ITEM DESCRIPTION: MN BCA Renewal of Joint Powers Agreement & Court Services Agreement

Prepared by: Chief Paul Wegner

COMMENTS:

The Paynesville Police Department was notified by the Minnesota BCA that the Joint Powers Agreement and Court Amendment Agreement will be expiring soon. The department needs to renew these agreements in order to access data through the CJDN network. This agreement will also be necessary for the filing of e-citations which the courts mandated all agencies be in compliance with by July 1, 2016.

The council must also pass a resolution designating the Authorized Representative for the Police Department and for the Prosecuting Attorney as well as authorize the Mayor and City Administrator to sign the agreement.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Resolution 2016 - 05 naming Chief Paul Wegner as the Authorized Representative for the Police Department and William Spooner as the Authorized Representative for the Prosecuting Attorney.

Motion to approve the renewal of the Joint Powers Agreement between the City of Paynesville on behalf of Paynesville Police Department and the Minnesota BCA.

Motion to approve the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement between the City of Paynesville on behalf of Paynesville Police Department and the Minnesota BCA.

RESOLUTION NO. 2016-05
APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY
OF Paynesville ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Paynesville on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Paynesville, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Paynesville on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, Paul Wegner, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Renee Eckerly, City Administrator is appointed as the Authorized Representative's designee.

3. That the City Attorney, William Spooner, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Renee Eckerly, City Administrator is appointed as the Authorized Representative's designee.

4. That Jeff Thompson, the Mayor for the City of Paynesville, and Renee Eckerly, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council of the City of Paynesville this 14th day of March, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

STATE OF MINNESOTA

JOINT POWERS AGREEMENT AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Paynesville on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Paul Wegner, 221 Washburne Avenue, Paynesville, MN 56362, (320) 243-7346, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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 the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

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COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Paynesville on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 106255, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

- a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.
- b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.
- c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
 - ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.
- e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - F

ITEM DESCRIPTION: 2016 Water Festival

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Please review the attached Festival program and budget. There is a \$255.00 difference in donations versus expenses. The Wellhead Protection Committee has reviewed this and approved the budget and program.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the 2016 Water Festival program and budget.

02/18/16

14TH ANNUAL PAYNESVILLE AREA WATER FESTIVAL
May 13th, 2016

WHERE: Koronis Ministries
WHO: Paynesville 5th Graders

Tour: Tour Wastewater Treatment Facility and Ponds prior to going to Koronis Ministries.

TOPICS:

- SESSION A.** *Fabulous Fish & Lake Management*
Fisheries/Lake Management Lake Predator and Prey
Instructor: Dave Coahran, MN DNR
- SESSION B.** *Water Cycle*
Incredible Journey
Instructors: National Honor Society
- SESSION C.** *Is Your Dihydrogen Monoxide Safe*
Water Chemistry Activities
Instructor: Jay Thompson & Students
- SESSION D.** *Groovy Groundwater & Pollution/Flush It Down*
Groundwater Model – Enviroscape / Erosion Control
Instructors: NFCRSWD
- SESSION E.** *AQUATIC Vegetation and evasive species*
Aquatic Invader
Instructors: Koronis Lake Association
- SESSION F.** *Incredible Invertebrates*
Macro Invertebrate Identification
Instructor: Bill Virant
- SESSION G.** *Shore Land & Wetland Adventures*
Wetland Plant Identification / Bog Walk
Instructors: Stearns County SWCD

02/18/16

2016 PAYNESVILLE AREA WATER FESTIVAL

Kid Group	9:10	9:20	9:55	10:00	10:35	11:10	11:45	12:25	1:00	1:35	2:10	2:20
Red	Welcome	A	Break	B	C	D	Lunch	E	F	G	Close	Load Buses
Green	Welcome	B	Break	C	D	E	Lunch	F	G	A	Close	Load Buses
Blue	Welcome	C	Break	D	E	F	Lunch	G	A	B	Close	Load Buses
Orange	Welcome	D	Break	E	F	G	Lunch	A	B	C	Close	Load Buses
Yellow	Welcome	E	Break	F	G	A	Lunch	B	C	D	Close	Load Buses
Purple	Welcome	F	Break	G	A	B	Lunch	C	D	E	Close	Load Buses

Topics:

- SESSION A. Fabulous Fish & Lake Management
- SESSION B. Water Cycle
- SESSION C. Is Your Dihydrogen Monoxide Safe
- SESSION D. Groovy Groundwater & Pollution/Flush It Down
- SESSION E. Aquatic Invaders
- SESSION F. Incredible Invertebrates
- SESSION G. Wetland Adventures & Bog Walk

SCHEDULE

8:30 – 9:00	Tour
9:00 – 9:10	Buses Arrive
9:10 – 9:20	Welcome
9:20 – 9:55	Session A
9:55 – 10:00	Break
10:00 – 10:35	Session B
10:35 – 11:10	Session C
11:10 – 11:45	Session D
11:45 – 12:25	Lunch
12:25 – 1:00	Session E
1:00 – 1:35	Session F
1:35 – 2:10	Session G
2:10 – 2:20	Closing Remarks
2:20 – 2:30	Load Buses

**2016
PAYNESVILLE AREA WATER FESTIVAL
ESTIMATED BUDGET**

Expenses:

T – shirts (110 @ \$7.00)	=	\$ 700.00	
Substitute Teacher Fees	=	\$ 130.00	
Bussing	=	\$ 125.00	
Miscellaneous	=	\$ 150.00	
Volunteers	=	\$ 00.00	
Lunch, Coffee	=	\$ 00.00	Cenex (\$300.00)
Facility Rent	=	\$ 00.00	Koronis Ministries
TOTAL		\$ 1,005.00	

Revenue:

Bolton & Menk, Inc.	\$ 250.00
West Central Sanitation	\$ 100.00
Voss Plumbing & Heating	\$ 100.00
Nelson Electric	\$ 100.00
Hydro Engineering	\$ 50.00
Servo Cal	\$ 50.00
Hawkins chemical	\$ 100.00
TOTAL	\$ 750.00

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - G

ITEM DESCRIPTION: Rain Barrels

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Please see the attached rain barrel flyer.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Paynesville Area Rain Barrel Sale

April  2016

Time:  pm

Preserve, Protect, and Restore!

Quantities are limited!

To pre-order, contact CROW at 763-682-1933 x3

Key Features:

expandable, debris screen,
durable, easy assemblage, flat
back, & 54 gallons

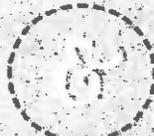
Where:

**275 Railroad Street
Paynesville, MN 56362**

Sponsored by the City of Paynesville's
Wellhead Protection Committee
and Koronis Lake Association
and NCFRWD.



CROW 
Joint Powers
CROW RIVER ORGANIZATION OF WATER

 City of
Paynesville

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - H

ITEM DESCRIPTION: Ordinance No. 154, 2nd Series – Building Permits

Prepared by: Staff

COMMENTS:

Please review the attached Ordinance No. 154, 2nd Series amending Section 4.02 Building Permits Required. This amendment is adding the wording "Unless there is an exception to the building permit requirement set forth in this Chapter or in Chapter 11 entitled "Land Use Regulation (Zoning)." The current ordinance is attached for your information.

The Planning Commission has reviewed this and recommends approval.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Ordinance No. 154, 2nd Series amending Section 4.02 Building Permits Required

ORDINANCE NO. 154, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 4 ENTITLED "CONSTRUCTION LICENSING, PERMITS & REGULATIONS" BY AMENDING SECTION 4.02 THEREOF ENTITLED "BUILDING PERMITS REQUIRED" BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 4.99, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 4, Section 4.02, is hereby amended to read as follows:

SECTION 4.02. BUILDING PERMITS REQUIRED. Unless there is an exception to the building permit requirement set forth in this Chapter or in Chapter 11 entitled "Land Use Regulation (Zoning)", it is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or any part of portion thereof, including, but not limited to, the plumbing, electrical, ventilation, heating or air conditioning systems therein, or cause the same to be done, without first obtaining a separate building or mechanical permit for each such building, structure or mechanical component from the City.

Section 2. City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty For Violation", and Section 4.99 entitled "Violation a Misdemeanor or Petty 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 14th day of March, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

Published in the Paynesville Press on March 23, 2016.

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - I

ITEM DESCRIPTION: Hiring Of Lifeguards

Prepared by: Staff

COMMENTS:

Ron Mergen will give a report. Two of the five lifeguards from last year will not be returning. Therefore, there is a need to hire two additional lifeguards for the 2016 beach season. Staff is interested in proceeding with the hiring process (posting, advertising, interviewing) for these two positions at this time.

The Head Lifeguard is paid \$12.00 per hour and the other lifeguards are paid \$9.00 hour.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to proceed with the hiring process for the Lifeguard positions.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - J

ITEM DESCRIPTION: Hiring Of Part-Time Seasonal 67 Day Public Works Employee

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. One of the two Part-Time Seasonal 67 Day Public Works Employees will not be returning this year. Therefore, there is a need to hire one additional employee for the summer of 2016. Staff is interested in proceeding with the hiring process (posting, advertising, interviewing) for this position at this time. This position is paid \$9.05 per hour.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to proceed with the hiring process for the Part-Time Seasonal 67 Day Public Works employee.

Ca

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – A

ITEM DESCRIPTION: AIS Update – Kevin Farnum

Prepared by: Staff

COMMENTS:

Kevin Farnum will be in attendance to give the Council an AIS update.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – B

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. This was tabled from the February 22, 2016 City Council meeting. Please review the revised 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 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 14th day of March, 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: March 14, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – C

ITEM DESCRIPTION: Storm Water Pond – Savage Land Partnership

Prepared by: Staff

COMMENTS:

Bill Spooner will give a verbal report. Please review the attached Partial Release Of Mortgage. This document releases the pond acreage (approximately 1.51 acres) as collateral from the EDAP Loan. The EDAP Board has reviewed this and recommends approval.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Partial Release of Mortgage.

(Top 3 inches reserved for recording data)

**PARTIAL RELEASE OF MORTGAGE
by Business Entity**

DATE: _____

FOR VALUABLE CONSIDERATION, the real property in Stearns County, Minnesota, legally described as follows:

That part of Lot 1, Block 1, RIVER PARK ESTATES, Stearns County, Minnesota described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 00 degrees 39 minutes 05 seconds East, along the East line of Lot 1, a distance of 311.89 feet; thence South 89 degrees 20 minutes 57 seconds West a distance of 97.99 feet; thence North 57 degrees 27 minutes 24 seconds West a distance of 225.92 feet; thence North 00 degrees 39 minutes 03 seconds West a distance of 68.39 feet; thence North 58 degrees 14 minutes 44 seconds East a distance of 231.93 feet, to the most Northerly line of Lot 1; thence North 89 degrees 20 minutes 55 seconds East, along said most Northerly line, a distance of 88.45 feet, to the point of beginning.

Contains about 1.51 acres.

Check here if all or part of the described real property is Registered (Torrens)

is hereby released from the lien of the mortgage, owned by the undersigned, dated September 3, 2013, executed by Savage Land Partnership, LLC, as mortgagor, to the City of Paynesville and Paynesville Township as mortgagee, and recorded on September 6, 2013, as Document Number A1407219, in the Office of the County Recorder Registrar of Titles of Stearns County, Minnesota.

CITY OF PAYNESVILLE

By: _____

Jeff Thompson

Its: Mayor

By: _____

Renee Eckerly

Its: City Administrator

PAYNESVILLE TOWNSHIP

By: _____

Don C. Pietsch

Its: Township Board Chair

By: _____

Donald Wiese

Its: Township Clerk

State of Minnesota, County of Stearns

This instrument was acknowledged before me on _____, 2016, by Jeff Thompson as Mayor and by Renee Eckerly as City Administrator of the City of Paynesville.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

State of Minnesota, County of Stearns

This instrument was acknowledged before me on _____, 2016, by Don C. Pietsch as Township Board Chair and by Donald Wiese as Township Clerk of Paynesville Township.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
William Spooner
SPOONER & GLENZ LAW OFFICES, PLLC
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 0131088

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – D

ITEM DESCRIPTION: 2016 Street Improvement Project

Prepared by: Staff

COMMENTS:

Chuck DeWolf will give a verbal report. Please review the attached Bid Tabulation; 10 bids were received with the apparent low bid from Voss Plumbing & Heating in the amount of \$1,223,822.37. Please review Resolution 2016 – 06 Declaring Costs To Be Assessed And Ordering Preparation Of Proposed Assessment. The Council will need to decide the number of years the assessments can be paid over and the interest rate. Also for consideration please review the attached Resolution 2016 – 07 Calling For Hearing On Proposed Assessment with the Final Assessment Public Hearing being set for Monday, April 11, 2016 at 6:45 p.m. The revised proposed Assessment Roll is also attached for your review. Staff is verifying property ownership as there may be some changes.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Resolution 2016 – 06 Declaring Costs To Be Assessed And Ordering Preparation Of Proposed Assessment.

Resolution 2016 – 07 Calling For Hearing On Proposed Assessment.

BID TABULATION

PROJECT: 2016 STREET & UTILITY IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MN

DATE: February 24, 2016
TIME: 11:00 a.m.

PROJECT NO. W14.107598

BIDDERS	TOTAL AMOUNT BID
1. Breitbach Construction Co. Elrosa, MN	
2. C&L Excavating, Inc. St. Joseph, MN	1,502,528.90
3. Central Specialties Incorporated Alexandria, MN	
4. Crow River Construction New London, MN	1,946,465.50
5. Douglas-Kerr Underground, LLC Mora, MN	
6. Duininck, Inc. Prinsburg, MN	1,352,834.92
7. Geislinger & Sons Watkins, MN	
8. J.R. Ferche, Inc. Rice, MN	1,808,682.25
9. Knife River Corporation Sauk Rapids, MN	
10. Kraemer Excavating, Inc. Cold Spring, MN	
11. Kuechle Underground, Inc. Kimball, MN	1,416,918.89
12. Land Pride Construction Paynesville, MN	
13. Larson Excavating Contractors, Inc. Holdingford, MN	1,802,082.89
14. LaTour Construction, Inc. Maple Lake, MN	
15. Northdale Construction Company, Inc. Albertville, MN	1,990,066.86
16. Quam Construction Company, Inc. Willmar, MN	1,928,646.50
17. R.L. Larson Excavating, Inc. St. Cloud, MN	1,655,730.70
18. Ryan Contracting Co. Elko, MN	

19. Voss Plumbing + Heating 1,223,822.37



Bolton & Menk, Inc.
CONSULTING ENGINEERS & SURVEYORS
Mankato – Fairmont – Sleepy Eye – Burnsville – Willmar – Chaska – Ramsey
Maplewood – Baxter – Rochester, MN; Spencer – Ames, IA; Fargo, ND

RESOLUTION 2016-06
DECLARING COSTS TO BE ASSESSED AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, bids have been received and estimated costs have been calculated with respect to the 2016 Street Improvement Project, for the improvement of Minnie Street from Washburne Avenue to Industrial Loop W.; Lake Avenue from Minnie Street to the North side of the Crow River Bridge; Washburne Avenue from Railroad Street W. to Minnie Street, all by the removal of the existing road surface, curb and gutter, replacement of storm sewer, replacement of water and sewer mains and service lines as needed, the reconstruction of the streets including curb, gutter and sidewalk, and the construction of a storm water retention pond. Also, with regard to the reconstruction of these streets there will be a realignment of Lake Avenue and Washburne Avenue. In addition to the foregoing, surface milling and overlay of the existing pavement will occur on Stearns Avenue from Business 23 to First Street; Mill Street from Lake Avenue to Business 23; First Street from Lake Avenue to Alldon Park Drive; and on Main Street from Business 23 to State Hwy. 55, and the bid price for such improvement is \$1,223,822.37, and the expenses incurred or to be incurred in the making of such improvement amount to \$376,420.00, so that the total cost of the improvement will be \$1,600,242.37.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA:

1) The portion of the cost of such improvement to be paid by the City is hereby declared to be \$1,260,528.98, and the portion of the cost to be assessed against the benefited property owners is declared to be \$339,713.39.

2) Assessments shall be payable in equal annual installments extending over a period of _____ years, the first of the installments to be payable on or before the

1st Monday in January, 2017, and shall bear interest at a rate of _____% per annum from the date of the adoption of this assessment Resolution.

3) The City Administrator, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the office of the City Administrator for public inspection.

4) The City Administrator shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council this 14th day of March, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

RESOLUTION 2016-07
CALLING FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution passed by the Council on March 14, 2016, the City Administrator was directed to prepare a proposed assessment of the costs of the 2016 Street Improvement Project, for the improvement of Minnie Street from Washburne Avenue to Industrial Loop W.; Lake Avenue from Minnie Street to the North side of the Crow River Bridge; Washburne Avenue from Railroad Street W. to Minnie Street, all by the removal of the existing road surface, curb and gutter, replacement of storm sewer, replacement of water and sewer mains and service lines as needed, the reconstruction of the streets including curb, gutter and sidewalk, and the construction of a storm water retention pond. Also, with regard to the reconstruction of these streets there will be a realignment of Lake Avenue and Washburne Avenue. In addition to the foregoing, surface milling and overlay of the existing pavement will occur on Stearns Avenue from Business 23 to First Street; Mill Street from Lake Avenue to Business 23; First Street from Lake Avenue to Alldon Park Drive; and on Main Street from Business 23 to State Hwy. 55; and

WHEREAS, the City Administrator has notified the Council that such proposed assessment has been completed and filed in her office for public inspection,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA:

1) A hearing shall be held on April 11, 2016 in the Paynesville City Hall at 6:45 p.m. to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2) The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least

two (2) weeks prior to the hearing, and such notice shall state the total cost of the improvement. The City Administrator shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two (2) weeks prior to the hearing.

3) The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the City of Paynesville, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. Property owners may, at any time thereafter, pay to the City of Paynesville the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

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

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

FINAL ASSESSMENT ROLL-FULL RECONSTRUCTION AREA

2016 IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MINNESOTA
W14.107333
MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATES
STREET:	50%	\$82.82 / FT
STREET (68.5% rate):	80%	\$38.38 / FT
STREET (87.5% rate):	80%	\$36.12 / FT
6" SANITARY SEWER SERVICE:	100%	\$1,071.38 / EACH
1" WATER SERVICE:	100%	\$1,328.00 / EACH
8" WATER SERVICE:	100%	\$3,121.82 / EACH

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	OWNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	ASSESSABLE UNITS						ASSESSMENTS					TOTAL ESTIMATED PRELIMINARY ASSESSMENT			
									STREET	STREET (68.5% RATE)	STREET (87.5% RATE)	WATER SERVICE	1" WATER SERVICE	6" SANITARY SEWER SERVICE	STREET (68.5% RATE)	STREET (87.5% RATE)	WATER SERVICE	SANITARY SEWER SERVICE	TOTAL ASSESSMENT				
1	RALPH MEYER 8430 BIRCH STREET APT 10 NORTH BRANCH, MN 55058	70.38754.0000	LOTS 7 & 8 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 007 SubdivisionCd 00031 197 LAKE AVE N	100.00	0.00	NO	100.00 FT.	0.00 FT.	100.00				1	0	1	\$5,282.00	\$0.00	\$0.00	\$1,328.00	\$1,071.38	\$8,681.38	\$8,681.38	
2	DANIEL A CHUPP 111 LAKE AVE N PAYNESVILLE MN 56362	70.38755.0000	LOT 9 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 008 SubdivisionCd 00031 111 LAKE AVE N	80.00	0.00	NO	80.00 FT.	0.00 FT.	80.00				1	0	1	\$3,141.00	\$0.00	\$0.00	\$1,328.00	\$1,071.38	\$5,540.38	\$5,540.38	
3	WILLIAM & RANDY GALE 113 LAKE ST PAYNESVILLE MN 56362	70.38756.0000	LOT 10 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 010 SubdivisionCd 00031 113 LAKE AVE N	50.00	0.00	NO	50.00 FT.	0.00 FT.	50.00				1	0	1	\$3,141.00	\$0.00	\$0.00	\$1,328.00	\$1,071.38	\$5,540.38	\$5,540.38	
4	PAUL B & SUSAN M BURRIS 117 LAKE AVE N PAYNESVILLE MN 56362	70.38757.0000	LOTS 11 & 12 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 011 SubdivisionCd 00031 117 LAKE AVE N	100.00	0.00	NO	100.00 FT.	0.00 FT.	100.00				1	0	1	\$5,282.00	\$0.00	\$0.00	\$1,328.00	\$1,071.38	\$8,681.38	\$8,681.38	
5	DOREEN L & JOSEPH W MILLER 112 LAKE AVE N PAYNESVILLE MN 56362-1800	70.38968.0000	LOTS 1-8 BLK 3 & PIO VAG MAY ST & VAC POMEROY AVE & N 1/2 VAC ALLEY ADJ TO LOTS Section 09 Township 122 Range 032 Block 005 Lot 001 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 112 LAKE AVE N	180.00	0.00	NO	180.00 FT.	0.00 FT.	180.00				1	0	0	\$11,307.80	\$0.00	\$0.00	\$1,528.00	\$0.00	\$12,835.80	\$14,163.60	
6	VALLEY INDUSTRIES PO BOX 228 PAYNESVILLE MN 56362	70.38967.0000	LOT 1 BLK 1 Section 09 Township 122 Range 032 Block 001 Lot 001 SubdivisionCd 70051 SubdivisionName RIVER PARK ESTATES 180 LAKE AVE N	262.00	0.00	NO	262.00 FT.	0.00 FT.	262.00				0	1	0	\$16,458.84	\$0.00	\$0.00	\$3,121.82	\$0.00	\$19,580.78	\$21,857.24	
7	CENTRAL MINNESOTA FEDERAL CREDIT UNION PO BOX 10 MELROSE MN 56352-1958	70.38751.0000	LOTS 1-2 AND 4 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 001 SubdivisionCd 00031 301 MINNIE ST	83.00	0.00	NO	83.00 FT.	0.00 FT.					53.00	0	0	\$0.00	\$0.00	\$1,814.38	\$0.00	\$0.00	\$1,814.38	\$2,164.52	
8	CENTRAL MINNESOTA FEDERAL CREDIT UNION PO BOX 10 MELROSE MN 56352-1958	70.38782.0000	LOT 3 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 009 SubdivisionCd 00031 301 MINNIE ST	83.00	0.00	NO	83.00 FT.	0.00 FT.					53.00	0	0	\$0.00	\$0.00	\$1,814.38	\$0.00	\$0.00	\$1,814.38	\$2,164.52	
9	CITY OF PAYNESVILLE 221 WASHINGTON AVE PAYNESVILLE, MN 56362	70.38753.0000	LOTS 5 & 6 Section 09 Township 122 Range 032 SubdivisionName GALES ADD 0.00	100.00	190.00	NO YES	100.00 FT. 75.00 FT.	0.00 FT. 75.00 FT.	100.00				0	0	0	\$5,282.00 \$0.00	\$0.00 \$0.00	\$0.00 \$2,709.00	\$0.00 \$0.00	\$0.00 \$0.00	\$6,282.00 \$2,709.00	\$7,192.00 \$3,063.00	\$7,192.00 \$3,063.00
10	DALE A RADEL 301 MINNIE ST PAYNESVILLE MN 56362-1518	70.38958.0000	LOTS 7 & 8 BLK 3 Section 09 Township 122 Range 032 Block 008 Lot 007 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 301 MINNIE ST	87.00	180.00	YES	172.00 FT.	76.00 FT.					172.00	1	0	0	\$0.00	\$6,752.72	\$0.00	\$1,328.00	\$0.00	\$8,080.72	\$8,016.00
11	BRETT N & MICHELE A MOHR 305 MINNIE ST PAYNESVILLE MN 56365-1918	70.38970.0000	LOTS 8 & 10 BLK 3 & S 1/2 VAC ALLEY ADJ TO LOTS Section 09 Township 122 Range 032 Block 003 Lot 009 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 305 MINNIE ST	98.00	0.00	NO	98.00 FT.	0.00 FT.	98.00				1	0	1	\$0.00	\$3,786.98	\$0.00	\$1,328.00	\$1,071.38	\$6,166.32	\$6,791.44	
12	MARK FENSKO 18847 270TH AVE NE NEW LONDON, MN 56273	70.39071.0000	LOTS 11 & 12 BLK 3 & S 1/2 VAC ALLEY & PIO VAG POMEROY AVE ADJ TO LOTS Section 09 Township 122 Range 032 Block 003 Lot 011 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 309 MINNIE ST	121.00	0.00	NO	121.00 FT.	0.00 FT.					121.00	1	0	1	\$0.00	\$4,750.46	\$0.00	\$1,328.00	\$1,071.38	\$7,149.82	\$7,901.18
13	LINDA HELPER PO BOX 208 GILMAN MN 56333	70.38903.0000	40 A, E121' OF WATER OF N 142' OF S 173' OF SW4564 CITY OF PAYNESVILLE Section 09 Township 122 Range 032 311 MINNIE ST	121.00	0.00	NO	121.00 FT.	0.00 FT.					121.00	1	0	1	\$0.00	\$4,750.48	\$0.00	\$1,328.00	\$1,071.38	\$7,149.82	\$7,901.18

FINAL ASSESSMENT ROLL-FULL RECONSTRUCTION AREA

2016 IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MINNESOTA
W14.107588
MARCH, 2016

ITEM	PERCENT ASSESSED	ASSESSMENT RATES
STREET:	50%	\$62.82 / FT
STREET (52.5% rate):	50%	\$39.26 / FT
STREET (57.5% rate):	50%	\$36.12 / FT
6" SANITARY SEWER SERVICE:	100%	\$1,071.36 / EACH
1" WATER SERVICE:	100%	\$1,328.00 / EACH
6" WATER SERVICE:	100%	\$3,121.92 / EACH

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	ASSESSABLE UNITS					ASSESSMENTS					TOTAL ESTIMATED PRELIMINARY ASSESSMENT			
									STREET	STREET (62.5% RATE)	STREET (57.5% RATE)	1" WATER SERVICE	6" WATER SERVICE	SANITARY SEWER SERVICE	STREET (62.5% RATE)	STREET (57.5% RATE)	WATER SERVICE	SANITARY SEWER SERVICE		TOTAL ASSESSMENT		
14	PAUL ANDERSEN 313 MINNIE ST PAYNESVILLE MN 56362	70.38904.0000	57 A. S142' OF E175' OF W 689' OF W2SW4SE4 CITY OF PAYNESVILLE Section 09 Township 122 Range 032 313 MINNIE ST	175.00	0.00	NO	175.00 FT.	0.00 FT.				1	0	1	\$0.00	\$6,670.50	\$0.00	\$1,328.00	\$1,071.36	\$9,269.86	\$10,298.25	
15	EDWARD G SCHMITZ C/O JAY LIESTMAN 910 N ARMSTRONGS AVE LITCHFIELD, MN 55355	70.39169.0000	LOT 1 BLK 1 Section 09 Township 122 Range 032 SubdivisionName MINNIE VILLA Lot 001 Block 001 SubdivisionCd 70045 417 MINNIE ST	109.00	0.00	NO	109.00 FT.	0.00 FT.	109.00			0	0	0	\$6,847.38	\$0.00	\$0.00	\$0.00	\$0.00	\$6,847.38	\$7,741.19	
16	PATRICIA LAPLANT 943 JESKE AVE ANNANDALE MN 55302	70.39169.0001	LOT 2 BLK 1 Section 09 Township 122 Range 032 SubdivisionName MINNIE VILLA Lot 002 Block 001 SubdivisionCd 70045 419 MINNIE ST	85.00	0.00	NO	85.00 FT.	0.00 FT.	85.00			0	0	0	\$5,339.70	\$0.00	\$0.00	\$0.00	\$0.00	\$5,339.70	\$6,038.70	
17	GERALD A & MARY H MEHR 620 ELM ST PAYNESVILLE MN 56362-2009	28.15479.0000	41 A. N 150' OF S 183' OF E 120' OF W 58 RODS OF SW4SE4 Section 09 Township 122 Range 032 421 MINNIE ST	120.00	0.00	NO	120.00 FT.	0.00 FT.	120.00			1	0	1	\$7,538.40	\$0.00	\$0.00	\$1,328.00	\$1,071.36	\$9,537.76 DEFERRED	\$11,052.40	
18	STANG PRECISION 231 MINNIE ST PAYNESVILLE MN 56362	70.38944.9000	LOT 1 BLK 1 Section 09 Township 122 Range 32 Block 001 Lot 001 SubdivisionCd 70083 SubdivisionName RANCH VIEW 429 MINNIE ST	0.00	292.50	YES	131.25 FT.	131.25 FT.	131.25			0	0	0	\$8,248.13	\$0.00	\$0.00	\$0.00	\$0.00	\$8,248.13	\$9,321.38	
19	ROBERT F & SALLY J CLAWSON 510 WENDELL ST PAYNESVILLE MN 56362	70.39242.0001	LOT 1 & 2 BLK 1 Section 09 Township 122 Range 032 SubdivisionName PAY-DEL-CO Lot 001 Block 001 SubdivisionCd 70016 511 MINNIE ST	0.00	291.00	YES	145.50 FT.	145.50 FT.	145.50			0	0	0	\$9,140.31	\$0.00	\$0.00	\$0.00	\$0.00	\$9,140.31	\$10,330.41	
20	FEED CO INC PO BOX 29 BELGRADE MN 56313-0028	70.39000.0000	LOT 1 BLK 1 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD Lot 001 Block 001 SubdivisionCd 70011 210 MINNIE ST	298.00	0.00	NO	298.00 FT.	0.00 FT.				298.00	0	0	0	\$0.00	\$0.00	\$9,318.96	\$0.00	\$0.00	\$9,318.96	\$10,536.72
21	FEED CO INC PO BOX 28 BELGRADE MN 56312-0028	70.38870.0000	W 50' BLOCK A & PIO VAO LAKE AVE LYING BETWEEN LOT 1 BLK 1 HAINES ADDN & W 50' BLK A GILBERT'S NEW ADDN RUNNING FROM RR ROW N TO MILL & MINNIE STS & E 40' OF W 90' BLK A & PIO BLK A BEG 121' E OF NW COR NE4-E 89'-8 TO N LN RR ROW-W ALG RR Section 16 Township 122 Range 032 Block 00A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 210 MINNIE ST	223.00	0.00	NO	223.00 FT.	0.00 FT.	223.00			0	1	1	\$0.00	\$6,754.96	\$0.00	\$3,121.92	\$1,071.36	\$12,948.26	\$14,396.87	
22	PMT PROPERTY, LLC. PO BOX 11 PAYNESVILLE MN 56362	70.38871.0000	E151' OF W351' OF BLK A Section 16 Township 122 Range 032 Block 00A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 314 MINNIE ST	151.00	0.00	NO	151.00 FT.	0.00 FT.	151.00			1	0	1	\$0.00	\$5,528.26	\$0.00	\$1,328.00	\$1,071.36	\$8,227.62	\$9,232.68	
23	PMT PROPERTY, LLC. PO BOX 11 PAYNESVILLE MN 56362	70.38873.0000	E280.50' OF W631.50' OF BLK A Section 16 Township 122 Range 032 Block 00A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 314 MINNIE ST	280.50	0.00	NO	280.50 FT.	0.00 FT.	280.50			0	1	1	\$0.00	\$11,012.43	\$0.00	\$3,121.92	\$1,071.36	\$15,205.71	\$16,851.40	
24	PAMALA D ENGEN 408 MINNIE ST PAYNESVILLE MN 56362	70.38874.0000	N 150' OF E84.50' OF W716' OF BLK A Section 16 Township 122 Range 032 Block 00A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 408 MINNIE ST	84.50	0.00	NO	84.50 FT.	0.00 FT.	84.50			1	0	1	\$0.00	\$3,317.47	\$0.00	\$1,328.00	\$1,071.36	\$5,716.83	\$6,250.96	
25	JOANN M CRANDALL 412 MINNIE ST PAYNESVILLE MN 56362-1521	70.38876.0000	N 150' OF E181.50' OF W867.50' OF BLK A Section 16 Township 122 Range 032 Block 00A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 412 MINNIE ST	151.50	0.00	NO	151.50 FT.	0.00 FT.	151.50			1	0	1	\$0.00	\$5,947.88	\$0.00	\$1,328.00	\$1,071.36	\$8,347.25	\$9,855.09	

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FINAL ASSESSMENT ROLL-FULL RECONSTRUCTION AREA

2018 IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MINNESOTA
RY4.107898
MARCH, 2018

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATES
STREET:	50%	\$62.82 / FT
STREET (82.5% rate):	50%	\$38.26 / FT
STREET (97.5% rate):	50%	\$36.12 / FT
6" SANITARY SEWER SERVICE:	100%	\$1,871.96 / EACH
1" WATER SERVICE:	100%	\$1,288.00 / EACH
6" WATER SERVICE:	100%	\$8,124.92 / EACH

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	COURT- LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	ASSESSABLE UNITS					ASSESSMENTS					TOTAL ESTIMATED PRELIMINARY ASSESSMENT			
									STREET	STREET (82.5% RATE)	STREET (97.5% RATE)	1" WATER SERVICE	6" WATER SERVICE	SANITARY SEWER SERVICE	STREET	STREET (82.5% RATE)	STREET (97.5% RATE)	WATER SERVICE		SANITARY SEWER SERVICE	TOTAL ASSESSMENT	
26	PAYNESVILLE PARK LLC 710 W HWY 55 2D PAYNESVILLE MN 56362	70.38875.0000	THAT PART OF BLOCK A LYING ELY O' W 631.50' LESS THE N 190' OF W 236' THEREOF Section 18 Township 122 Range 032 Block 00A Subd\AstonC4 78007 Subd\AstonName GILBERT'S NEW ADD 439 MINNIE ST	407.00	0.00	NO	407.00 FT.	0.00 FT.		407.00			0	1	1	\$0.00	\$15,978.82	\$0.00	\$3,121.92	\$1,871.96	\$20,172.10	\$22,568.73
27	SPAMER WELDING & METAL FABRICATION, INC. 502 MINNIE ST PAYNESVILLE MN 56362-1823	70.38841.0080	2.40A W280' OF NE4NE4 LYING NLY OF N R/R OF RR Section 18 Township 122 Range 032 502 MINNIE ST	280.00	0.00	NO	280.00 FT.	0.00 FT.		280.00			0	0	0	\$15,705.00	80.00	\$0.00	\$0.00	\$0.00	\$15,785.00	\$17,786.00
				3,677.50	898.50		4,104.28 FT	428.75 FT	1,882.75	1,982.50	438.00	14	4	13	\$105,710.38	\$77,832.95	\$15,858.88	\$31,879.88	\$18,070.40	\$246,550.67	\$275,410.84	

RS

EXHIBIT D
FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA
 2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
1	JEFF & KAREN MOGARD 518 MILL ST W PAYNESVILLE, MN 56362	70.38768.0000	S140' OF LOT 6 LESS HY BLK 1 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 518 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
2	JEFF & KAREN MOGARD 518 MILL ST W PAYNESVILLE, MN 56362	70.38766.0000	S140' OF LOT 5 BLK 1 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 518 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
3	MATTHEW A ALLEE 514 MILL ST W PAYNESVILLE, MN 56362	70.38765.0000	S30' OF LOT 4 & ALL OF LOT 7 BLK 1 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 514 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
4	ELIZABETH LOUIS 510 MILL ST W PAYNESVILLE, MN 56362	70.38769.0000	LOT 8 & S30' OF LOT 3 BLK 1 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 510 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
5	MICHAEL T GREENLY 504 MILL ST W PAYNESVILLE, MN 56362	70.38770.0000	LOT 9, 10, & S 10' OF LOT 11 BLK 1 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 504 MILL ST W	110.00		NO	110.00 FT.	0.00 FT.	110.00	\$1,170.40	\$1,777.60
6	BRETT C & CHERYL N BUNGUM 418 MILL ST W PAYNESVILLE, MN 56362	70.38824.0000	LOTS 6 & 7 BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 418 MILL ST W	110.00		NO	110.00 FT.	0.00 FT.	110.00	\$1,170.40	\$1,777.60
7	ENB RENTALS PO BOX 157 PAYNESVILLE, MN 56362	70.38825.0000	LOT 8 BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 414 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
8	BRADLEY D & SHELLY J WOLTERS 410 MILL ST PAYNESVILLE, MN 56362	70.38826.0000	LOT 9 BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 410 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
9	TREYOR THOMPSON 406 MILL ST COLUMBUS, OH 43219	70.38828.0000	LOT 10 & N12' OF LOT 11 BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 406 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
10	BRIAN OLEARY 6316 LAUREL RD SAINT CLOUD, MN 56303	70.38827.0000	LOT 11 LESS N12' BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 400 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80

EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (50% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
11	ROY D & THERESA M BUNDY 370 MILL ST W PAYNESVILLE, MN 56362	70.38889.0000	W2 OF LOTS 8 & 9 BLK 7 Section 13 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 370 MILL ST W	65.00		NO	65.00 FT.	0.00 FT.	65.00	\$691.60	\$1,050.40
12	LLOYD N & DORIS A LAINE P O BOX 144 PAYNESVILLE, MN 56362	70.38888.0000	E2 OF LOTS 8 & 9 BLK 7 Section 13 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 368 MILL ST W	65.00		NO	65.00 FT.	0.00 FT.	65.00	\$691.60	\$1,050.40
13	DAHLHOUSE RENTALS, LLC. 31163 EL MAR CIR PAYNESVILLE, MN 56362	70.38890.0000	LOT 10 & S2 OF LOT 11 BLK 7 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 378 GENESEE ST		130.00	YES	65.00 FT.	65.00 FT.	65.00	\$691.60	\$1,050.40
14	DEAN T SEANOR 390 GENESEE ST PAYNESVILLE, MN 56362	70.38890.0000	LOTS 8 & 9 BLK 11 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 390 GENESEE ST		130.00	YES	65.00 FT.	65.00 FT.	65.00	\$691.60	\$1,050.40
15	BRADLEY M BRUNTTLETT 218 MILL ST W PAYNESVILLE, MN 56362	70.38657.0000	W2 OF LOTS 9-10 & 11 LESS N 10' OF W2 OF LOT 11, & VAC ALLEY BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 218 MILL ST W	77.00	140.00	YES	77.00 FT. 70.00 FT.	0.00 FT. 70.00 FT.	77.00 70.00	\$655.27 \$744.80	\$995.61 \$1,131.20
16	JOHN & HEIDI RILEY 214 MILL ST W PAYNESVILLE, MN 56362	70.38658.0000	E2 OF LOTS 9-10-11 LESS N10' OF LOT 11 BLK 1 LESS ALLEY Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 214 MILL ST W	77.00		NO	77.00 FT.	0.00 FT.	77.00	\$855.27	\$985.81
17	TRENT DOLLY 352 AUGUSTA AVE PAYNESVILLE, MN 56362	70.38655.0000	S2 OF LOT 7 & ALL OF LOT 8 LESS ALLEY BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 352 AUGUSTA AVE		153.10	YES	76.55 FT.	76.55 FT.	76.55	\$851.44	\$989.79
18	TYLER WENDROTH 355 AUGUSTA AVE PAYNESVILLE, MN 56362	70.38668.0000	LOT 9 BLK 2 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 355 AUGUSTA AVE		153.44	YES	76.72 FT.	76.72 FT.	76.72	\$852.89	\$991.88
19	TERESA A THIELEN 346 WASHBURNE AVE PAYNESVILLE, MN 56362	70.38667.0000	LOTS 7 & 8 BLK 2 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 346 WASHBURNE AVE		143.10	YES	71.55 FT.	71.55 FT.	71.55	\$608.89	\$925.14
20	MICHAEL J & DIANE NOVAK 349 WASHBURNE AVE PAYNESVILLE, MN 56362	70.38382.0000	LOTS 7 & 8 Section 16 Township 122 Range 032 SubdivisionName ROBBIN'S 1ST ADD 349 WASHBURNE AVE		146.00	YES	73.00 FT.	73.00 FT.	73.00	\$621.23	\$943.89

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EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT

CITY OF PAYNESVILLE, MINNESOTA

W14.107598

MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
21	INDEPENDENT SCHOOL DISTRICT #741 DISTRICT OFFICE 217 MILL ST W PAYNESVILLE, MN 56362	70.39394.0000	W60' OF LOTS 7 & 8 BLOCK 1 SUBD OF LOT 9 OF ROBBINS 1ST ADDITION Section 16 Township 122 Range 032 SubdivisionName SUB/LOT 9 - ROBBINS 1ST PAYNES 115 MILL ST E	60.00		NO	60.00 FT.	0.00 FT.	60.00	\$510.60	\$775.80
22	RICHARD & SUSAN MADISON 121 MILL ST PAYNESVILLE, MN 56362	70.39393.0000	E84.55' OF LOTS 7 & 8 BLK 1 Section 16 Township 122 Range 032 SubdivisionName SUB/LOT 9 - ROBBINS 1ST PAYNES 121 MILL ST E	84.55		NO	84.55 FT.	0.00 FT.	84.55	\$719.52	\$1,093.23
23	DONALD & HELEN BROSSARD 154 MILL ST E PAYNESVILLE, MN 56362	70.39400.0000	LOTS 6 & 7 BLK 2 Section 16 Township 122 Range 032 SubdivisionName SUB/LOT 9 - ROBBINS 1ST PAYNES 154 MILL ST E	104.00		NO	104.00 FT.	0.00 FT.	104.00	\$885.04	\$1,344.72
24	KENT THOMAS 12108 DRAKE ST NW COON RAPIDS, MN 56448	70.38777.0000	LOT 6 LESS S25' BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 523 MILL STREET W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
25	PERRY & STACY STORKAMP PO BOX 332 PAYNESVILLE, MN 56362	70.38776.0000	LOT 5 & S25' OF LOT 6 BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 519 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
26	DALE L & BARBARA WECHSLER 515 MILL ST W PAYNESVILLE, MN 56362	70.38775.0000	LOT 4 BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 515 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
27	JUDI D JOHNSON 509 BUSINESS 23 W PAYNESVILLE, MN 56362	70.38774.0000	LOT 3 BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 509 MILL STREET W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
28	STEVE & ANN LARSON 505 MILL ST W PAYNESVILLE, MN 56362	70.38773.0000	LOT 2 BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 505 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
29	BRIAN & MYNDI OKONEK 402 BELMONT ST PAYNESVILLE, MN 56362	70.38772.0000	LOT 1 BLK 2 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 402 BELMONT ST	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
30	THE WASH HOUSE, LLC. 24317 180TH ST PAYNESVILLE, MN 56362	70.38813.0000	LOT 6 & W40' OF LOT 5 LESS S 60' THEREOF BLK 5 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 419 MILL ST W	95.00		NO	95.00 FT.	0.00 FT.	95.00	\$1,010.80	\$1,535.20

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EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
31	VIOLA NELSON DRISTE 701 STEARNS AVE APT 753 PAYNESVILLE, MN 56362	70.38811.0000	LOT 4 & E15' OF LOT 5, LESS S60' THEREOF BLK 5 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 415 MILL ST W	70.00		NO	70.00 FT.	0.00 FT.	70.00	\$744.80	\$1,131.20
32	JACOB J MACKEDANZ 411 MILL ST W PAYNESVILLE, MN 56362	70.38810.0000	LOT 3 BLK 5 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 411 MILL ST W	55.00		NO	55.00 FT.	0.00 FT.	55.00	\$585.20	\$888.80
33	JAMES & VALERIE STANGER 407 MILL ST W PAYNESVILLE, MN 56362	70.38809.0000	W50' OF LOT 2 BLK 5 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 407 MILL ST W	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
34	MARLYS E SORENSON 403 MILL ST W PAYNESVILLE, MN 56362	70.38807.0000	LOT 1 & E 5' LOT 2 BLK 5 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 403 MILL ST W	80.00		NO	80.00 FT.	0.00 FT.	80.00	\$838.40	\$988.80
35	ERIC KOHORST 371 MILL ST W PAYNESVILLE, MN 56362 ALSO SEND TO: LEE FUCHS-THIELEN 371 MILL ST W PAYNESVILLE, MN 56362	70.38904.0000	LOT 9 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 371 MILL ST W	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
36	COTY ILLIES 369 MILL ST W PAYNESVILLE, MN 56362	70.38903.0000	LOT 8 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 369 MILL ST W	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
37	ROSEMARY & LOLA HAINES 363 MILL ST W PAYNESVILLE, MN 56362	70.38902.0000	LOT 7 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 363 MILL ST W	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
38	JEROME F & JANICE ZUMWALDE 355 MILL ST W PAYNESVILLE, MN 56362	70.38901.0000	LOT 6 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 355 MILL ST W	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
39	DAVID J BARG 353 MILL ST W PAYNESVILLE, MN 56362	70.38900.0000	W2 OF LOT 4 & ALL OF LOT 5 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 353 MILL ST W	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00

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EXHIBIT D
FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA
 2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT ASSESSED	ASSESSMENT RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
40	ROBERT L LEYENDECKER 307 WEST MILL ST PAYNESVILLE, MN 56362	70.38899.0000	LOT 3 & E2 OF LOT 4 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 307 MILL ST W	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
41	JAMES W & DENISE A BECKSTRAND 305 MILL ST W PAYNESVILLE, MN 56362	70.38898.0000	S 53' OF LOT 1 & ALL OF LOT 2 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 305 MILL ST W	50.00	53.00	YES	76.50 FT.	26.50 FT.	76.50	\$813.98	\$1,236.24
42	MICHAEL K SPLEISS PO BOX 95 RICHMOND, MN 56368	70.38896.0000	N104' OF LOT 1 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 301 MILL ST W	50.00	104.00	YES	102.00 FT.	52.00 FT.	102.00	\$1,085.28	\$1,648.32
43	INDEPENDENT SCHOOL DISTRICT #741 DISTRICT OFFICE 217 MILL ST W PAYNESVILLE, MN 56362	70.38644.0500	10.61 A. FR 5.75A OF SE4NW4 LESS .14A TO CITY ALSO N 344.7 OF S 410.7' OF SE4NW4 REMAINING UNPLATTED CITY OF PAYNESVILLE Section 16 Township 122 Range 032 205 MILL ST W	696.58	740.34	NO YES	696.58 FT. 370.17 FT.	0.00 FT. 370.17 FT.	696.58 370.17	\$5,927.90 \$3,938.61	\$9,006.78 \$5,981.95
44	CITY OF PAYNESVILLE 221 WASHBURNE AVE PAYNESVILLE, MN 56362	70.39245.0000	LOTS 1,2,3 BLK 1 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 417 WASHBURNE AVE	74.70		NO	74.70 FT.	0.00 FT.	74.70	\$635.70	\$965.87
45	KORONIS PARTS 17003 CO RD 181 PAYNESVILLE, MN 56362	70.39250.0000	LOT 9 BLK 1 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 108 MILL ST E	74.70		YES	74.70 FT.	0.00 FT.	74.70	\$635.70	\$965.87
46	JAKE F CHMIELEWSKI 403 KORONIS AVE PAYNESVILLE, MN 56362	70.39251.0000	LOT 1 BLK 2 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 403 KORONIS AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$529.75	\$804.89
47	STATE OF MINNESOTA 525 LAKE AVE S #400 DULUTH, MN 55802	70.39270.0000	LOT 28 & N15' OF LOT 27 BLK 2 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 400 LAKE AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$529.75	\$804.89
48	PATRICIA RICE 2145 LINN DR OWATONNA, MN 55060	70.38626.0000	N75' OF S789.1' OF W 138' OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Metes and Bounds 648 STEARNS AVE	75.00	138.00	YES	144.00 FT.	69.00 FT.	144.00	\$1,532.16	\$2,327.04
49	MAURICE O DOSDALL 642 STEARNS AVE PAYNESVILLE, MN 56362	70.38625.0000	N75' OF S844.1' OF W 138' OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Metes and Bounds 642 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00

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EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
50	ERIC J PLANTENBERG 630 STEARNS AVE PAYNESVILLE, MN 56362	70.38823.0000	N75' OF S819' OF W138 FT OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Mets and Bounds 630 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
51	VIVIAN JOHNSON 620 STEARNS AVE PAYNESVILLE, MN 56362	70.38821.0000	N106.9' OF S1028' OF W138' OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Mets and Bounds 620 STEARNS AVE	106.90		NO	106.90 FT.	0.00 FT.	106.90	\$1,137.42	\$1,727.50
52	LORRAINE PUTZKE 618 STEARNS AVE PAYNESVILLE, MN 56362	70.38820.0000	S90' OF N264' OF E165 FT OF NW4SW4 LESS .66A TO CITY FOR ROAD CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Mets and Bounds 618 STEARNS AVE	90.00		NO	90.00 FT.	0.00 FT.	90.00	\$957.60	\$1,454.40
53	BRENT M JENSEN 608 STEARNS AVE PAYNESVILLE, MN 56362	70.38819.0000	S55' OF N174' OF E165' OF NW4SW4 LESS E 30' & THE S 6' OF E 165' OF N 119' LESS E 90' OF N 119' Section 16 Township 122 Range 032 Mets and Bounds 608 STEARNS AVE	61.00		NO	61.00 FT.	0.00 FT.	61.00	\$649.04	\$985.76
54	DEBRA ANN LUCAS-UTSCH 604 STEARNS AVE PAYNESVILLE, MN 56362	70.38818.0010	P/D LOT 8 BLK 10 COM SE COR SW4 NW4-N89D W ALG S LN 30' TO POB-N1D E .70'-N89D W 65.88'-N87D W 6.38'-N89D W 63.19'-SW 3.70'-S89D E 135' TO POB & E 165' OF N 119' OF NW4 SW4 LESS E 30' OF N 119' & LESS S 6' OF E 165' OF N 119' Section 16 Township 122 Range 032 Mets and Bounds 604 STEARNS AVE	113.70		NO	113.70 FT.	0.00 FT.	113.70	\$1,209.77	\$1,837.39
55	LARRY J & JUDY LARSEN 526 STEARNS AVE PAYNESVILLE, MN 56362	70.38824.0000	LOT 7 LESS N 6' & LOT 8 LESS THAT PART COM SE COR SW4 NW4-N89D W ALG S LN 30' TO POB-N1D E .70'-N89D W 65.88'-N87D W 6.38'-N89D W 63.19'- SW 3.7'-S89D E 135' TO POB ALL IN BLOCK 10 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 526 STEARNS AVE	104.00		NO	104.00 FT.	0.00 FT.	104.00	\$1,106.56	\$1,680.64
56	MATTHEW L LAHR 520 STEARNS AVE PAYNESVILLE, MN 56362	70.38823.0000	LOT 6 & S20' OF LOT 5 & N6' OF LOT 7 BLK 10 & E2 OF VAC ST ADJ TO SD LOTS Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 520 STEARNS AVE	78.00		NO	78.00 FT.	0.00 FT.	78.00	\$908.64	\$1,228.16
57	DONALD & KIMBERLY WIELENBERG 514 STEARNS AVE PAYNESVILLE, MN 56362	70.38822.0000	E 78' OF LOTS 9-10-11-12 & 13 & S2 OF E 78' OF LOT 14 BLK 9 & W2 VACATED ST ADJ SAID LOTS AND S 40' OF LOT 4 & N 30' OF LOT 5 BLK 10 AND E2 OF VACATED ST ADJ SAID LOTS Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 514 STEARNS AVE	70.00		NO	70.00 FT.	0.00 FT.	70.00	\$744.80	\$1,131.20
58	CATHERINE THIELEN 510 STEARNS AVE PAYNESVILLE, MN 56362	70.38821.0000	LOTS 3 & N10' OF LOT 4 & E2 OF VAC ST ADJ TO SD LOTS BLK 10 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 510 STEARNS AVE	60.00		NO	60.00 FT.	0.00 FT.	60.00	\$638.40	\$989.60
59	FAY JONES 504 STEARNS AVE PAYNESVILLE, MN 56362	70.38820.0000	LOTS 1 & 2 BLK 10 & E2 OF VAC ST ADJ TO SD LOTS Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 504 STEARNS AVE	100.00		NO	100.00 FT.	0.00 FT.	100.00	\$1,064.00	\$1,616.00

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EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

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60	TIN PROPERTIES LLC PO BOX 111 PAYNESVILLE, MN 56362	70.38910.0000	S2 OF LTS 17 & 18 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 420 STEARNS AVE	78.50		NO	78.50 FT.	0.00 FT.	78.50	\$835.24	\$1,268.56
61	MICHELLE M STAUB 416 STEARNS WAY PAYNESVILLE, MN 56362	70.38911.0000	N2 OF LOTS 17 & 18 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 416 STEARNS AVE	78.50		NO	78.50 FT.	0.00 FT.	78.50	\$835.24	\$1,268.56
62	PEARL C HEITKE 371 GENESEE ST PAYNESVILLE, MN 56362	70.38929.0000	LOT 6 LESS N10' & ALL OF LOT 7 BLK 11 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 371 GENESEE ST		90.00	YES	45.00 FT.	45.00 FT.	45.00	\$478.80	\$727.20
63	MELISSA A BALL 369 GENESEE ST PAYNESVILLE, MN 56362	70.38928.0000	LOT 5 & N10' OF LOT 6 BLK 11 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 369 GENESEE ST		60.00	YES	30.00 FT.	30.00 FT.	30.00	\$319.20	\$484.80
64	KELLY R VOGELPOHL & AMANDA D LEWIS 305 WENDELL ST W PAYNESVILLE, MN 56362	70.38925.0000	E70' OF LOTS 1 THRU 4 BLK 11 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 305 WENDELL ST W		169.00	YES	84.50 FT.	84.50 FT.	84.50	\$899.08	\$1,365.52
65	WALLACE R LEHRKE 320 STEARNS AVE PAYNESVILLE, MN 56362	70.39229.0000	S71.25' OF LOTS 11 & 12 LESS ETC BLK 6 Section 16 Township 122 Range 032 SubdivisionName OAK PARK ADD 320 STEARNS AVE	72.15		NO	72.15 FT.	0.00 FT.	72.15	\$767.68	\$1,165.94
66	BNJ PROPERTIES LLC 29810 ROSEVILLE RD PAYNESVILLE, MN 56362	70.39230.0000	N70' OF LTS 11 & 12 LESS ETC BLK 6 Section 16 Township 122 Range 032 SubdivisionName OAK PARK ADD 314 STEARNS AVE	70.87		NO	70.87 FT.	0.00 FT.	70.87	\$754.06	\$1,145.26
67	DAHLHOUSE RENTALS, LLC. 31163 EL MAR CIR PAYNESVILLE, MN 56362	70.39221.0010	S 33.15' OF LOT 1 BLK 16 HAINES ADD S 33.15' OF LOT 1 BLK 6 OAK PARK ADD Section 16 Township 122 Range 032 SubdivisionName OAK PARK ADD 308 STEARNS AVE	33.69		NO	33.69 FT.	0.00 FT.	33.69	\$358.46	\$544.43
68	MARLENE M GALLAGHER 300 STEARNS AVE PAYNESVILLE, MN 56362	70.39221.0000	LOT 1 BLK 16 HAINES ADDN LESS S 33.15' THEREOF LOT 1 BLK 6 OAK PARK ADD LESS SO 33.15' THEREOF Section 16 Township 122 Range 032 SubdivisionName OAK PARK ADD 300 STEARNS AVE		109.54	YES	54.77 FT.	54.77 FT.	54.77	\$582.75	\$885.08
69	CAROLYN A SWYTER 647 STEARNS AVE PAYNESVILLE, MN 56362	70.39324.0000	LOTS 11 & 12 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 647 STEARNS AVE	100.00	124.50	YES	162.25 FT.	62.25 FT.	162.25	\$1,726.34	\$2,621.96

EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

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MILL/OVERLAY STREET (80% rate):	50%	\$8.51

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70	MELISSA A SOINE 645 STEARNS AVE PAYNESVILLE, MN 56362	70.39323.0000	LOT 10 & S12.5' LOT 9 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 645 STEARNS AVE	62.50		NO	62.50 FT.	0.00 FT.	62.50	\$665.00	\$1,010.00
71	LEAH D ATKINSON PO BOX 886 PINON, AZ 86510	70.39322.0000	S25' OF LOT 8 & N37.5' OF LOT 9 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 633 STEARNS AVE	62.50		NO	62.50 FT.	0.00 FT.	62.50	\$665.00	\$1,010.00
72	ERIC GERDING 611 STEARNS AVE PAYNESVILLE, MN 56362	70.39321.0000	S2 OF LOT 6, ALL OF LOT 7 & N2 OF LOT 8 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 611 STEARNS AVE	100.00		NO	100.00 FT.	0.00 FT.	100.00	\$1,064.00	\$1,616.00
73	MARCY L & LARRY D ALSTEAD 609 STEARNS AVE PAYNESVILLE, MN 56362	70.39320.0000	LOT 5 & N2 OF LOT 6 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 609 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
74	FRANCES V THORSON 607 STEARNS AVE PAYNESVILLE, MN 56362	70.39319.0000	LOT 4 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 607 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
75	DALE HALLOCK 605 STEARNS AVE PAYNESVILLE, MN 56362	70.39318.0000	LOT 3 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 603 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
76	ROBERT H & MARGIT E COLE 603 STEARNS AVE PAYNESVILLE, MN 56362	70.39317.0000	W2 OF LOTS 1 & 2 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 603 STEARNS AVE		95.50	YES	47.75 FT.	47.75 FT.	47.75	\$508.06	\$771.64
77	ADAM M FUCHS 371 STEARNS AVE PAYNESVILLE, MN 56362	70.38659.0000	LOT 12 & N10' OF LOT 11 & S2 OF VAC. ALLEY LYING BETWEEN LOTS 12 & 13 BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 371 STEARNS AVE	52.00		NO	52.00 FT.	0.00 FT.	52.00	\$553.28	\$840.32
78	TRUDY A NIELSEN 540 3RD ST NW RICHMOND, MN 56368	70.38660.0000	LOT 13 N2 OF VAC ALLEY BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 367 STEARNS AVE	58.00		NO	58.00 FT.	0.00 FT.	58.00	\$617.12	\$837.28
79	JAMES H & RHONDA F FANGMEIER 363 STEARNS AVE PAYNESVILLE, MN 56362	70.38661.0000	LOT 14 & S2 OF 15 BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGERS ADD 363 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00

EXHIBIT D
FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA
 2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
80	KENNETH L & DENA J OLSON 353 STEARNS AVE PAYNESVILLE, MN 56362	70.38662.0000	N2 OF LOT 15 & SLY PT OF LOT 16 BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGER'S ADD 353 STEARNS AVE	89.00		NO	89.00 FT.	0.00 FT.	89.00	\$948.96	\$1,438.24
81	HAROLD EASTERDAY 843 HUDSON DR PAYNESVILLE, MN 56362	70.38863.0000	A TRACT 50' BY 142' DIRECTLY S OF LOT 7 BLK 15 HAINES' AD BEING VAC ST & NLY PT OF LOT 16 BLK 1 OF Subdivision RESIDENCE PARK ADD Section 12 Township 122 Range 032 SubdivisionName BAITINGER'S ADD 327 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
82	CHERYL D KAMPSEN 323 STEARNS AVE PAYNESVILLE, MN 56362	70.39112.0000	LOT 7 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 323 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
83	MARK R & JUDITH L KULZER 319 STEARNS AVE PAYNESVILLE, MN 56362	70.39113.0000	LOT 8 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 319 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
84	DARLENE J OLSON 313 STEARNS AVE PAYNESVILLE, MN 56362	70.39114.0000	LOT 9 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 313 STEARNS AVE	50.00		NO	50.00 FT.	0.00 FT.	50.00	\$532.00	\$808.00
85	MARVIN C & MARILYN R ANDING 4250 OAK DR LN MINNETONKA, MN 55343-6966	70.39116.0000	S 37.5' OF LOT 10 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 311 STEARNS AVE	37.50		NO	37.50 FT.	0.00 FT.	37.50	\$399.00	\$606.00
86	EARL C & DONNA MAE F HEINEN 307 STEARNS AVE PAYNESVILLE, MN 56362	70.39115.0000	LOT 10 LESS S 37.5' & S 2 OF LOT 11 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 307 STEARNS AVE	37.50		NO	37.50 FT.	0.00 FT.	37.50	\$399.00	\$606.00
87	BRANDIN CHRISTENSEN 221 BUSINESS 23 W PAYNESVILLE, MN 56362	70.39117.0000	W 92' OF N2 OF LOT 11 & W 92' OF LOT 12 BLK 15 Section 16 Township 122 Range 032 SubdivisionName HAINES ADD 221 BUSINESS 23 W	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
88	MARK A & AMY J SYVERTSON 646 AUGUSTA AVE PAYNESVILLE, MN 56362	70.39325.0000	LOTS 13 & 14 BLK 6 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 646 AUGUSTA AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.98
89	TRENT HANSEN 120 FIRST ST W PAYNESVILLE, MN 56362	70.39308.0000	LOT 12 & S2 OF LOT 11 BLK 5 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 120 FIRST ST W		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.98

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EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT ASSESSED	ASSESSMENT RATE
MILL/OVERLAY STREET:	50%	\$10.64
MILL/OVERLAY STREET (80% rate):	50%	\$8.51

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	CORNER LOT POLICY APPLY?	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	TOTAL ASSESSABLE STREET FOOTAGE	TOTAL STREET ASSESSMENT	TOTAL ESTIMATED PRELIMINARY ASSESSMENT
90	ROBERT F MULLHOLAND 104 FIRST ST W PAYNESVILLE, MN 56362	70.39309.0000	LOTS 13 & 14 BLK 5 RESIDENCE PARK Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 104 FIRST ST W		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.96
91	LOUIS A & JEAN R BAAS 845 WASHBURNE AVE PAYNESVILLE, MN 56362	70.39290.0000	S1/2 OF LOT 11 & ALL OF LOT 12 BLK 4 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 845 WASHBURNE AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.96
92	RAMONA P FRANK 108 FIRST ST E PAYNESVILLE, MN 56362	70.39291.0000	LOT 13 BLK 4 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 108 FIRST ST E		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.96
93	ANTHONY J SAVAGE 208 FIRST ST E PAYNESVILLE, MN 56362	70.39277.0000	S3/4 OF LOT 11 & ALL OF LOT 12 BLK 3 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 208 FIRST ST E		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.96
94	CALVARY BAPTIST CHURCH 354 BURR ST PAYNESVILLE, MN 56362	70.39277.0005	LOTS 13 THRU 18 BLOCK 3 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 820 LAKE AVE	124.50		NO	124.50 FT.	0.00 FT.	124.50	\$1,324.68	\$2,011.92
95	LYLE R & CYNTHIA S WENDROTH 257 W 5TH ST ZUMBROTA, MN 55992	70.38622.0000	N7/8 OF S828.1' OF W 138' OF E188' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Mates and Bounds 702 STEARNS AVE		138.00	YES	69.00 FT.	69.00 FT.	69.00	\$734.18	\$1,115.04
96	PAYNESVILLE AREA HOSPITAL DIST ATTN: ACCOUNTS PAYABLE 200 FIRST ST W PAYNESVILLE, MN 56362	70.39331.0010	ALL OF BLOCKS 7 & 8 & VAC ALLEY & VAC AUGUSTA STR & VAC 2ND STR S LESS APT COMPLEX Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 200 FIRST ST W	598.00		NO	596.00 FT.	0.00 FT.	596.00	\$6,341.44	\$9,631.36
97	EILEEN WERNER 703 WASHBURNE AVE PAYNESVILLE, MN 56362	70.39332.0000	LOT 1 & N2 OF 2 BLK 9 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 703 WASHBURNE AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.96
98	DAHLHOUSE RENTALS, LLC. 31183 EL MAR CIR PAYNESVILLE, MN 56362	70.39336.0000	LOTS 23 & 24 LESS E64.5' THEREOF & VAC E2 OF ALLEY BLK 9 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 113 FIRST ST E	68.00		YES	68.00 FT.	0.00 FT.	68.00	\$723.52	\$1,098.88
99	THOMAS L & ROBERTA KOTTEN 700 KORONIS AVE PAYNESVILLE, MN 56362	70.39411.0000	E 64.5' OF LOTS 23 & 24 BLK9 RESIDENCE PARK LOT 1 BLK 2 Section 16 Township 122 Range 032 SubdivisionName SONSTEGARD'S HOMESITES 700 KORONIS AVE		108.37	YES	54.19 FT.	54.19 FT.	54.19	\$576.53	\$875.63

89

EXHIBIT D

FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MINNESOTA
 W14.107598
 MARCH, 2016

ITEM	PERCENT ASSESSED	ASSESSMENT RATE
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MILL/OVERLAY STREET (80% rate):	50%	\$8.51

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100	JOHN B & KATHRYN A FRANDSON 701 KORONIS AVE PAYNESVILLE, MN 56362	70.39406.0000	LOTS 1 & 2 BLK 1 Section 16 Township 122 Range 032 SubdivisionName SONSTEGARD'S HOMESITES 701 KORONIS AVE		221.80	YES	110.90 FT.	110.90 FT.	110.90	\$1,179.98	\$1,792.14
101	ZAP LEATHER & CYCLE CHARLES P KOSHIOL PO BOX 101 PAYNESVILLE MN 56362	70.39544.0004	LOT 9 & W 35' OF LOT 10 BLK 69 Section 17 Township 122 Range 032 SubdivisionName TOWNSITE OF PAYNESVILLE 920 MAIN ST W		200.00	YES	100.00 FT.	100.00 FT.	100.00	\$1,064.00	\$1,616.00
102	CASEY'S RETAIL COMPANY PO BOX 3001 ANKENY IA 50021-3001	70.39544.0000	LOT 10 LESS W 35' & LESS PART TO HWY BLK 69 Section 17 Township 122 Range 032 SubdivisionName TOWNSITE OF PAYNESVILLE 900 MAIN ST W		130.00	YES	65.00 FT.	65.00 FT.	65.00	\$691.80	\$1,050.40
103	ISD 741 PAYNESVILLE AREA SCHOOL 217 MILL ST W PAYNESVILLE MN 56362	70.38646.0520	PART NW4 SE4 DES AS BEG AT INT OF SW R/W HWY 55 & S LN OF MAIN STR-E ALONG SW R/W 40' TO E LN NW4 SE4-3395'-W ALONG HWY 23-N ALONG E LN 415' TO S LN STR-E 390' TO POB Section 17 Township 122 Range 032 Mets and Bounds 921 MAIN ST W	390.00		NO	390.00 FT.	0.00 FT.	390.00	\$4,149.60	\$6,302.40
				8,791.34	4,598.19		9,090.44 FT	2,298.10 FT	9,090.44	\$93,183.32	\$141,504.59

CO

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: March 14, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – E

ITEM DESCRIPTION: MPCA – Water Treatment Grant

Prepared by: Staff

COMMENTS:

Chuck DeWolf will give a verbal report on the Paynesville Water Treatment Facility VOC Pilot Study Report (the report was emailed out as a separate attachment and in an earlier email, hard copies are available upon request).

MN Department of Health is currently reviewing the report and once approved the City will need to proceed with the design.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the report, contingent upon MN Department of Health's approval of the study, and authorize the design and plans and specifications.

INFORMATIONAL

LAW ENFORCEMENT CENTER

Number Of Calls Report by Department - Complaint (All Units)

Jurisdiction: LEC

First Date: 02/01/2016

Last Date: 02/29/2016

Department	Complaint	Number
1014	ESCORT	1
1021	PHONE CALL	9
1050	ACCIDENT	1
AL	ALARM	1
ALMED	ALARM MEDICAL	1
ANI	ANIMAL COMPLAINT	3
ASLT	ASSAULT	1
ASSTA	AGENCY ASSIST	9
ASSTB	BUSINESS ASSIST	87
ASSTP	PERSONAL ASSIST	7
CC	CITIZEN CONTACT	7
CHK	BAD CHECKS	2
CIVIL	CIVIL MATTER	1
CUSTODY	CHILD CUSTODY DISPUTE	1
DOG	DOG COMPLAINT/BARKING	1
DOORCHK	DOOR CHECK(S)	2
DRIVE	DRIVING COMPLAINT	2
DWI	DRUNK DRIVER ARREST	1
FIGHT	FIGHT PHYSICAL	1
FINGERPRINT	FINGERPRINT	4
FPATROL	FOOT PATROL	44
FPROP	FOUND PROPERTY	1
FUP	FOLLOW UP	19
INFO	MATTER OF INFORMATION	4
JUVL	JUVENILE/LOST OR FOUND	1
JUVP	JUVENILE/PROBLEM WITH	3
MA	MOTORIST ASSIST	1
MED	MEDICAL EMERGENCY	10
MEETING	ATTEND MEETING	5
NOPAY	NO PAY CUSTOMER	1
OD	OVERDOSE	1
OPEND	OPEN DOOR	2
PARKV	PARKING VIOLATION	21
PERD	ISSUE DEER PERMIT	1
SCHOOLA	ALCOHOL VIOL AT SCHOOL	1
SCHOOLP	SCHOOL PATROL	29
SD	SPECIAL DETAIL	1
SNOWBIRD	SNOWBIRD	5
SUSA	SUSPICIOUS ACTIVITY	2
SUSP	SUSPICIOUS PERSON	2
SUSV	SUSPICIOUS VEHICLE	4
TRAFFIC STOP	TRAFFIC STOP	54
TRANS	TRANSPORT	1
UNWAN	UNWANTED PERSON	1
VERB	VERBAL DISPUTE	1
WARRANT	WARRANT	1
WELF	WELFARE CHECK	4

Group Total: 362

92

LAW ENFORCEMENT CENTER

Number Of Calls Report by Department - Complaint (All Units)

Jurisdiction: LEC

First Date: 02/01/2016

Last Date: 02/29/2016

<i>Department</i>	<i>Complaint</i>	<i>Number</i>
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Report Total: 362

A call with multiple Departments assigned will be counted in the group total for each of these Departments, therefore such calls will be counted more than once. For this reason, the total number of calls may not equal the sum of the group totals

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Vehicle Mileage Form

Month of February 2016

(Reading taken March 1, 2016)

Vehicle	January Ending Miles	February Ending Miles	Next Oil Change	Last Oil Change	Date Oil Changed	Miles Driven
101 Ford	122,313	122,365	125,046	122,046	11/24/2015	52
Squad 2 SUV	74,116	75,991	77,168	74,168	02/02/2016	1,875
Squad 1 SUV	7,969	10,720	10,344	7,344	1/21/2016	3,024

Year to Date Mileage: 9,547

25



4089 ABBOTT DRIVE P.O. BOX 796 WILLMAR, MINNESOTA 56201 TEL (320) 235-7630 FAX (320) 235-5715

March 1, 2016

Ms. Renee Eckerly
City of Paynesville
221 Washburne Avenue
Paynesville, MN 56362

Dear Renee:

This is the number of households on each of the separate garbage rates for the month of December.

35-gallon cart	once per month	56
35-gallon cart	every-other-week	117
35-gallon cart	once per week	290
64-gallon cart	once per week	221
95-gallon cart	once per week	68

Enclosed is payment of \$475.50 for surcharges and vacancies.

Sincerely,

Carol Williamson

Enclosure



We help keep America beautiful.
With your help.

96

**WEST CENTRAL
SANITATION**

4089 ABBOTT DRIVE P.O. BOX 796 WILLMAR, MINNESOTA 56201 K: (320) 235-7630 F: FAX (320) 235-5715

March 1, 2016

Ms. Renee Eckerly
City of Paynesville
221 Washburne Avenue
Paynesville, MN 56362

Dear Renee:

This is the number of households on each of the separate garbage rates for the month of January.

35-gallon cart	once per month	56
35-gallon cart	every-other-week	116
35-gallon cart	once per week	284
64-gallon cart	once per week	221
95-gallon cart	once per week	69

Enclosed is payment of \$468.00 for surcharges and vacancies.

Sincerely,



Carol Williamson

Enclosure



We help keep America beautiful.
With *your* help.

97



4089 ABBOTT DRIVE P.O. BOX 796 & WILLMAR, MINNESOTA 56201 ☎ (320) 235-7630 FAX (320) 235-5715

March 1, 2016

Ms. Renee Eckerly
City of Paynesville
221 Washburne Avenue
Paynesville, MN 56362

Dear Renee:

This is the number of households on each of the separate garbage rates for the month of February.

35-gallon cart	once per month	55
35-gallon cart	every-other-week	114
35-gallon cart	once per week	283
64-gallon cart	once per week	218
95-gallon cart	once per week	69

Enclosed is payment of \$491.50 for surcharges and vacancies.

Sincerely,

Carol Williamson

Enclosure



We help keep America beautiful.
With your help.