

**REGULAR CITY COUNCIL MEETING  
CITY HALL COUNCIL CHAMBERS  
APRIL 11, 2016  
6:00 P.M.  
AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT – Ron
- V. CONSENT AGENDA
  - A. Minutes (page 1) – Planning Commission, Liquor Board, Cable Committee, and Park & Tree Board (2)
  - B. Vouchers (page 2)
- VI. NEW BUSINESS
  - A. AMPI Recognition – BOD Loading (page 3)
  - B. Variance Request – AMPI (page 4)
  - C. Resignation of Part-Time Liquor Store Clerk/Create Eligibility List for Part-Time Liquor Store Clerk Position (page 13)
- VII. OLD BUSINESS
  - A. EDAP Loan – Koronis Living, LLC – Rachel & Shawn Hoppe (page 14)
  - B. Bi-Directional Tractor Bid (page 32)
  - C. 2016 Street Improvement Project (page 35)
  - D. 2017 Street Improvement Project (page 54)
  - E. Compost Site (page 57)
  - F. Purchase of Holiday Lights (page 79)
  - G. BCA – Joint Powers Agreement & Subscriber Agreement For Prosecuting Attorney (page 82)
  - H. Variance Request – Wendroth (page 105)
  - I. VOC - Water Treatment Plant (page 118)
  - J. Forfeited Properties – Vehicle & Riding Lawnmower (page 120)
  - K. Geronimo Solar Garden (page 121)
- VIII. INFORMATIONAL
  - A. 2016 Tax Capacity Rates (page 155)
  - B. Splash Pad Fundraiser – Thursday, April 28<sup>th</sup>; from 6:30 – 8:30 p.m. at the Paynesville American Legion – Tickets now on sale. (page 160)
  - C. Terracon – Xcell Towers II (page 161)
  - D. Morgan Stanley Investment Report (page 165)
  - E. Starry Stonewort Meeting (page 166)
- IX. CITY COUNCIL RECESS REGULAR CITY COUNCIL MEETING AND OPEN CLOSED MEETING – The City Council will be meeting in closed session for the purpose of determining the asking price of real property to be sold by the City. The provision is Minn. Stat. 13D.05 subd.3(c) (1). The parcels to be discussed are: Lot 13, Block 1 of Heatherwood Plat 3, Lot 4, Block 2 of Heatherwood Plat 3, Lot 5, Block 2 of Heatherwood Plat 3, Lot 6, Block 2 of Heatherwood Plat 3, Lot 7, Block 2 of Heatherwood Plat 3, Lot 8, Block 2 of Heatherwood Plat 3, Lot 9, Block 2 of Heatherwood Plat 3, and Lot 10, Block 2 of Heatherwood Plat 3.
- X. ADJOURN CLOSED MEETING AND RE-OPEN REGULAR CITY COUNCIL MEETING
- XI. ADJOURN

**6:30 p.m. Wendroth Variance Public Hearing**  
**6:45 p.m. 2016 Street Project Final Assessment Public Hearing**

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: April 11, 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:

<b>Meeting</b>	<b>Emailed</b>
March 7, 2016 Planning Commission	3-14-16
February 18, 2016 Liquor Board	3-14-16
April 2, 2014 Cable Commission	8-5-14
March 10, 2016 Park & Tree Board	3-16-16
March 10, 2016 Liquor Board	3-14-16

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the minutes from the following meetings:

March 7, 2016 Planning Commission	3-14-16
February 18, 2016 Liquor Board	3-14-16
April 2, 2014 Cable Commission	8-5-14
March 10, 2016 Park & Tree Board	3-16-16
March 10, 2016 Liquor Board	3-14-16

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Originating Department: Administration

Agenda Section: Consent

Item Number: V-B

**ITEM DESCRIPTION:** Vouchers

Prepared by: Alice McColley

**COMMENTS:**

Please review the following vouchers:

03/31/2016	Payroll Checks	92237-92290	\$31,466.02
03/31/2016	Payroll Taxes	92291-92292	\$903.32
03/31/2016	Payroll Direct Deposit		\$980.64
03/31/2016	Payroll - Fed		\$7,972.83
03/31/2016	Payroll - State		\$1,102.34
03/31/2016	Payroll - TASC		\$538.43
03/31/2016	Payroll - PERA		\$5,357.29
03/31/2016	Payroll - SELECT		\$207.70
04/07/2016	Vouchers	92293-92362	\$133,792.47
		<b>TOTAL</b>	<b>\$182,321.04</b>

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the following vouchers:

03/31/2016	Payroll Checks	92237-92290	\$31,466.02
03/31/2016	Payroll Taxes	92291-92292	\$903.32
03/31/2016	Payroll Direct Deposit		\$980.64
03/31/2016	Payroll - Fed		\$7,972.83
03/31/2016	Payroll - State		\$1,102.34
03/31/2016	Payroll - TASC		\$538.43
03/31/2016	Payroll - PERA		\$5,357.29
03/31/2016	Payroll - SELECT		\$207.70
04/07/2016	Vouchers	92293-92362	\$133,792.47
		<b>TOTAL</b>	<b>\$182,321.04</b>

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**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - A

**ITEM DESCRIPTION:** AMPI Recognition – BOD Loading

Prepared by: Staff

**COMMENTS:**

Ron Mergen & Mayor, Jeff Thompson will present AMPI with a certificate of recognition for complying with the City of Paynesville's Significant User's Wastewater Agreement.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - B

**ITEM DESCRIPTION:** Variance Request - AMPI

Prepared by: Staff

### **COMMENTS:**

The City has received a Variance application from AMPI at 200 Railroad St. This is a 3-part Variance for height, setback and lot area coverage. This property is zoned I-2 Heavy Industrial. They wish to erect two silos with pads with the height of up to 65 feet. The height regulations for this property is 45'. In addition, they already have and will continue to exceed their 50% of lot coverage regulation with an approximate total coverage of 72%. Furthermore, they will be extending the footprint of their structure southerly an additional 15.3 feet on the west side and an additional 15 feet on the east side toward Railroad Street, not meeting the front setback of 25 feet; only being 6.4 feet from the property line. The stairwell also extends further into the setback than the actual building only being 2.2 feet from the property line. The Planning Commission has reviewed this and recommends approval.

Please review the attached application and Report & Recommendation.

### **ADMINISTRATOR COMMENTS:**

### **COMMITTEE/COUNCIL ACTION:**

Motion to set the AMPI Variance Public Hearing for Monday, May 9, 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: Associated Milk Producers Incorporated

Contact Person: DuWayne Olson / Matt Quade

Address: 200 Railroad Street Paynesville MN 56362

Telephone No.: 320-243-3794 Parcel No.: 70-70461-000  
70-39050-000

Legal Description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Addition: \_\_\_\_\_

ZONE: I-2

**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:  
Manufacturing

IS THE VARIANCE NEEDED TO REPLACE AN EXISTING STRUCTURE OR ADD AN ADDITIONAL STRUCTURE? Add on to existing

IF REPLACING, IS THE EXISTING STRUCTURE NON-CONFORMING? N/A

DESCRIPTION OF REQUEST: (use separate sheet if needed)

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.

DuWayne Olson Wkly Supt.

3/11/16

Matt Quade Division Manager

3/11/16

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. 627980 Date Paid 3.24.16

Present To Planning Commission Date: 4-4-16  
Board of Adjustment Public Hearing Date: 5.9.16

Board of Adjustment Set Public Hearing Date: 4.11.16  
Board of Adjustment Makes Determination Date: 5.9.16

PLANNING COMMISSION ACTION:

Recommended to Board of Adjustment Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date: \_\_\_\_\_

BOARD OF ADJUSTMENT ACTION: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date: \_\_\_\_\_

MAR 26 2016  
Date Received In Office:  
(Stamp)

**LEGAL DESCRIPTION** Parcel 70.70461000  
**"EXHIBIT A"**

All that part of the Soo Line Railroad Company right of way described as follows: Beginning at the intersection of the Northerly extension of the Westerly line of Washburn Avenue in HAINES ADDITION to the City of Paynesville, Minnesota, according to the recorded plat thereof, and on a line parallel with and 8.5 feet Southerly (measured at right angles) from the center line of said Soo Line Railroad Company Track No. 2; thence Westerly, along said parallel line to the intersection with a line parallel with and 25.00 feet Southerly (measured at right angles) from the center line of the main track of said Soo Line Railroad Company; thence Westerly along last said parallel line, to Railroad Survey Station 4379480; thence Southerly, deflecting to the left 90 degrees 00 minutes, a distance of 25.00 feet to the Northerly line of Block 5 of said HAINES ADDITION; thence Easterly, along said Northerly line, to the Northeast corner of said Block 5; thence Southwesterly, along the Southeasterly line of said Block 5, to the Northerly line of Railroad Street in said HAINES ADDITION; thence Easterly, along last said Northerly line, to the intersection with said Northerly extension of the Westerly line of Washburn Avenue; thence Northerly, along said Northerly extension, to the point of beginning.

Parcel # 70.39050.000

Section 16 Twp 122 Range 032

Haines Addition

NE 2A of B/K 5

3/3/2016

- do lot coverage  
of approximately  
7200  
Pr Matt  
Doubt  
on 4/6

This variance request is for percent coverage and height for two silo pads, and steps with access alcoves for fluid product storage.

This variance request will also include an addition to the existing whey load out bay and apron.

The silo pad size is proposed as two 15 feet by 15 feet concrete pads, one pad by 5 feet 8 inches tall, the second pad by 7 feet tall, with a 10 feet 1.75 inch wide by 15 feet long alcove extension with a height of 17 feet 5 inches.

The overall height with silo will be 65 feet.

The whey load out extension is proposed as 15 feet 3 inches long by 30 feet wide, with a 6 feet 4 inches by 30 feet concrete apron, with a height of 19 feet.

CITY OF PAYNESVILLE

ACCT: 00044775 3/24/2016 3:13 PM  
OPER: FRONT TERM: 001  
SER: 627930

TRAN: 10.0100 VARIANCE FEE  
variance empl  
VARIANCE FEES 250.00CR

TENDERED: 250.00 CHECK  
APPLIED: 250.00-  
CHANGE: 0.00

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

WHEREAS, the City Administrator has received from Associated Milk Producers, Inc., (hereinafter referred to as AMPI) a Variance Application to allow the following:

1) The construction of two (2) silos with pads with a height of 65 feet, which height exceeds the building height limitation of City Code, Chapter 11, Section 11.51, Subd. 3(c), which provides no structure hereafter erected shall exceed 45 feet in height. Therefore, AMPI seeks a Variance of 20 feet from the height limitation of the provisions of City Code, Chapter 11, Section 11.51, Subd. 3(c).

2) AMPI proposes to locate a structure, the main body of which will be setback 6 feet 4 inches from the intersection of its property line and the road right of way of Railroad Street, which does meet the 25 foot setback requirement of City Code, Chapter 11, Section 11.51, Subd. 3(a). In addition, there will be a stairwell between the main structure and the road right of way that will only be setback 2 feet 2 inches from the property line/street right of way. Therefore, the applicant seeks a Variance at the maximum of 23 feet 8 inches from the setback requirement of City Code, Chapter 11, Section 11.51, Subd. 3(a).

3) The construction of these additional improvements will further exceed the Variance that the applicant seeks from the maximum lot

coverage provisions of City Code, Chapter 11, Section 11.51, Subd. 3(e), which provides that lot coverage shall not exceed 50%. The lot coverage already exceeds 50% and with the addition of these structures as proposed, lot coverage would total approximately 76.2%, requiring a Variance of approximately 26.2% from the strict enforcement of the maximum lot coverage provision of Chapter 11, Section 11.51, Subd. 3(e); and

WHEREAS, AMPI is the owner of property located at 200 Railroad Street, Paynesville, MN 56362; and

WHEREAS, the property at issue is more particularly described as Parcel Nos. 70.70461.000 and 70.39050.000, which parcels are legally described as follows, to-wit:

*All that part of the Soo Line Railroad Company right of way described as follows: Beginning at the intersection of the Northerly extension of the Westerly line of Washburn Avenue in HAINES ADDITION to the City of Paynesville, Minnesota, according to the recorded plat thereof, and on a line parallel with and 8.5 feet Southerly (measured at right angles) from the center line of said Soo Line Railroad Company Track No. 2; thence Westerly, along said parallel line to the intersection with a line parallel with and 25.00 feet Southerly (measured at right angles) from the center line of the main track of said Soo Line Railroad Company; thence Westerly along last said parallel line, to Railroad Survey Station 4379480; thence Southerly, deflecting to the left 90 degrees 00 minutes, a distance of 25.00 feet to the Northerly line of Block 5 of said HAINES ADDITION; thence Easterly, along said Northerly line, to the Northeast corner of said Block 5; thence Southwesterly, along the Southeasterly line of said Block 5, to the Northerly line of Railroad Street in said HAINES ADDITION; thence Easterly, along last said Northerly line, to the intersection with said Northerly extension of the Westerly line of Washburn Avenue; thence Northerly, along said Northerly extension, to the point of beginning.*

AND ALSO:

*The Northeast Two (2) acres of Block 5 of Haines Addition to the City of Paynesville, Stearns County, Minnesota; and*

WHEREAS, the property in question is zoned "I-2" – Heavy Industrial District; and

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

- a) \_\_\_\_\_ Unreasonable; or
- b)   X   Reasonable

because it matches what is already existing; and

WHEREAS, the Planning Commission believes that the landowner's property is:

- a)   X   Due to circumstances unique to the property and not caused by the landowner;
- b) \_\_\_\_\_ Is not due to circumstances which are unique to the property or was caused by the landowner;

because there is no room to expand in any other reasonable manner; and

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

- a)   X   Will not alter the essential character of the locality; or
- b) \_\_\_\_\_ Will alter the essential character of the locality;

because the silos are already in that area on the property; and

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

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- a)  Will be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan; or
- b)  Will not be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan;

because it is accommodating the same improvement that has been approved in the past at the same location.

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

- a)  Granted; or
- b)  Denied.

PAYNESVILLE PLANNING COMMISSION

By: 

Ron Mehr, Chairperson

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - C

**ITEM DESCRIPTION:**       **Resignation of Part-Time Liquor Store Clerk/Create Eligibility List for Part-Time Liquor Store Clerk**

Prepared by: Renee Eckerly, City Administrator

### **COMMENTS:**

Kristin Andrews, Liquor Store Clerk, has submitted her resignation from the City of Paynesville effective immediately. Her last day was April 4, 2016.

### **ADMINISTRATOR COMMENTS:**

### **COMMITTEE/COUNCIL ACTION:**

Motion to accept the resignation from Kristin Andrews, Part-Time Liquor Store Clerk effective April 4, 2016.

Motion to authorize starting the process to create an eligibility list for the Part-Time Liquor Store Clerk position.

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII - A

**ITEM DESCRIPTION:** EDAP Loan – Koronis Living, LLC – Rachel & Shawn Hoppe

Prepared by: Staff

**COMMENTS:**

Rachel & Shawn Hoppe have requested to be on the City Council agenda to discuss and answer any questions the Council may have regarding the EDAP Loan for Koronis Living, LLC in which they have applied for.

The EDAP Loan was reviewed by the EDAP Finance Sub-Committee and EDAP Board and they recommended approval. The Council at their March 28, 2016 City Council meeting denied the EDAP Loan on a vote of 2:2.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

## Jennifer Welling

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**From:** Renee Eckerly  
**Sent:** Monday, April 04, 2016 1:18 PM  
**To:** Jennifer Welling  
**Cc:** Rachel Hoppe  
**Subject:** FW: Request to on the City Council meeting on April 11 2016

Jennifer,  
Please put Rachel and Shawn Hoppe on the next City Council agenda for April 11<sup>th</sup>.  
Thank you

Renee Eckerly  
City Administrator – Economic Development Director  
221 Washburne Avenue  
Paynesville MN 56362  
(320) 243-3714 ext. 227

**From:** Rachel Hoppe [mailto:koronishoppe@gmail.com]  
**Sent:** Monday, April 04, 2016 10:28 AM  
**To:** Renee Eckerly  
**Subject:** Request to on the City Council meeting on April 11 2016

Renee  
I and Shawn would like to request that on the April 11, 2016 City Council meeting we would like to discuss the loan to Koronis Living, LLC and answer any questions from the further information that shawn and I provided.  
Thank you  
Sent from my iPhone

## Memo

**To:** Mayor, Council and Others  
**From:** Renee Eckerly, City Administrator  
**CC:**  
**Date:** 04/07/2016  
**Re:** Additional information Regarding Koronis Living, LLC EDAP Loan Request

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I met with Rachel and Shawn Hoppe, owners of Koronis Living, LLC on March 30, 2016 and reviewed some questions that were of concern to City Council members.

Here are the questions and responses:

1. How much of the \$21,000 do you retain or does the Grays receive a portion of the money to pay off their loan with the City?  
**Answer:** \$14,150.00 is the amount being paid for the coffee equipment. Grays pay off on their loan is \$14,000.00.
2. How much actual cash do you have for the remodel?  
**Answer:** There is be one wall put up to separate off an area for the massages, so the estimated cost for materials is \$500.00. They do not need separate areas for pedicures or manicures.
3. Do you have other cash/credit to help with this project?  
**Answer:** Rachel and Shawn have invested \$3,000.00 into the project with getting their name registered with the State of MN and purchasing some salon equipment.
4. In the event you will be serving food, have you contacted the Health Department to verify allowing food sales and hair sales in the same building? If allowed, what will be required to meet Health Department demands?  
**Answer:** Rachel Hoppe has contacted the Health Department regarding selling Panini sandwiches and soup. She would need to have a commercial Panini maker, crock pot and freezer. The equipment has to be NSF (National Sanitation Foundation) certified. The cooler that is on the premises can stay and be used because it is NSF.  
Rachel has spoken with the Department of Health on having food sales and the salon in the same building and the requirement is that you can be eating/drinking while cutting hair. So they are going to have staff be doing the coffee and sandwiches. They will be installing a NSF sink.
5. A scale drawing of the interior layout showing how many hair stations you will have, as well as other services and the space for the coffee/restaurant portion of the building is helpful.  
**Answer:** Rachel drew me a layout. They only have to add a wall to separate off the massage area. I attached the layout for your review.

6. With your floor plan, contact a plumber and get an estimate as to the cost of the additional plumbing.  
**Answer:** Rachel is working with Jim Tews, Building Official regarding the plumbing and this is being handled as a separate item.
7. Will there be additional electrical work? If so, what would it be and what would be the approximate cost?  
**Answer:** Not at this time and if something comes up that more electrical would be installed Jim Tews, Building Official would make sure the proper procedure is followed. State Electrical Inspector would have to sign off on any electrical project.
8. Will you be hiring one or two staff people? If so, how many hours will they be working?  
**Answer:** Rachel has hired 2 part time people to work on the coffee and sandwich side.
9. Will you be renting space to other hair technicians?  
**Answer:** Not at this time, maybe in the future. That is why she is installing two salon chairs. We also talked about the flower shop business and the opportunity there with Wishin' Well Café for sale. She is open to the idea, but not right now. They feel their plate is full with what they have going on.
10. Will you be buying new salon equipment or used equipment? What is your budget for this portion of the business?  
**Answer:** Rachel stated that she will doing both purchases some used from salons that are going out of business that have good equipment and some new that is required by the Department of Health.

Thank you

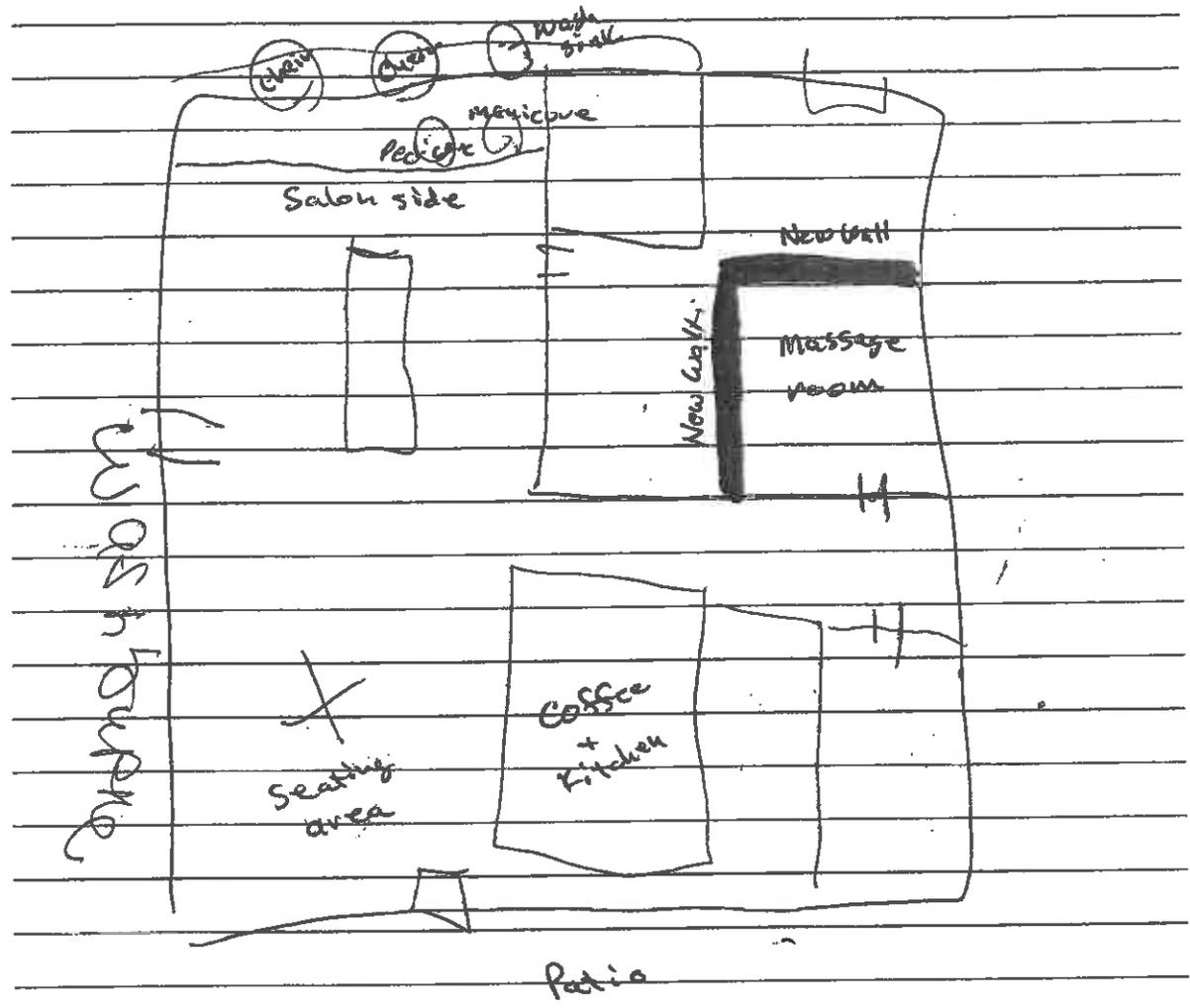
Date \_\_\_\_\_

Topic \_\_\_\_\_

Meeting Objectives \_\_\_\_\_

Notes \_\_\_\_\_

Attendees _____
_____
_____
_____



Action Items \_\_\_\_\_

_____	<input type="checkbox"/>

## Renee Eckerly

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**From:** Bill Spooner <bill@spoonerglenz.com>  
**Sent:** Friday, April 01, 2016 3:55 PM  
**To:** Renee Eckerly  
**Subject:** Reconsideration Issue

Renee,

You asked me to provide an opinion on the question of whether the Council can reconsider its action taken at the last meeting on the Koronis Living, LLC EDAP Loan.

If the Council operated under Robert's Rules of Order the answer would be no. The meeting ended and no request for reconsideration was made. Under these rules the issue would be closed. This rule serves to provide finality.

However, City Code 2.07 allows the Council to adopt written rules of procedure and yet, to my knowledge, this has never been done. Councils regulate their own meetings with or without written rules. Such rules may be adopted by voting to adopt some specific set of parliamentary rules or by adopting bylaws or similar rules. I am not aware of any such action by the Paynesville Council. Such rules would only apply if adopted. Otherwise all actions are in the discretion of the majority of the council. Minn. Stat.412.191

We have a history of allowing petitions directly to the Council to request changes to decisions made by the Council.

The other thing that I would note was that at least one member voting not to approve was specifically requesting that the matter be brought back with additional information.

I have not had time this afternoon to look in depth at how other parliamentary rules would address this issue. There are lots different sets of parliamentary rules but again, as far as I know our council has never adopted rules or bylaws governing its proceedings.

The customs of this body would not prohibit further discussion of this issue. Strict parliamentary procedure under Robert's Rules would not allow it.

My conclusion is that without adopted rules the majority of the Council controls the question of whether a matter is reconsidered.

William Spooner  
Spooners & Glenz Law Offices, PLLC  
113 Washburne Ave  
Paynesville, MN 56362  
(320) 243-3748

## ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement is made and entered into this 1st day of April, 2016, by and between the City of Paynesville, Lender, and Koronis Living, LLC, Borrower;

WHEREAS, Borrower is desirous of obtaining capital for the purchase of business equipment and fixtures and remodeling of the premises located at 202 Washburne Ave., Paynesville, MN 56362, including the purchase of coffee shop equipment and also the purchase of equipment for hairstyling, massage and related enterprises; and

WHEREAS, the City of Paynesville is willing to lend funds for said purposes, but requires as consideration for its loan a Promissory Note from the Borrower and a secured position in the form of a formal Security Agreement and Financing Statement granting the City as and for its collateral a security interest in equipment and fixtures of the businesses, a Financing Statement to perfect that security interest, which lien will be in a first position, and Personal Guarantees of the principles of the business, Rachel Rae Hoppe and Shawn Allan Hoppe.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each party hereto intending to be legally bound, the parties hereto agree as follows:

### SECTION 1. LOAN

The City of Paynesville will lend to Koronis Living, LLC, the principal sum of Twenty-one Thousand Dollars (\$21,000.00) to be used by the Borrower for the purpose of acquiring business equipment and for the remodeling of the property located at 202 Washburne Avenue, Paynesville, MN 56362. In

exchange for the loan of Twenty-one Thousand Dollars (\$21,000.00), the Borrower will execute and deliver to Lender a Promissory Note for the repayment of the loan by making of monthly payments of principal and interest sufficient to amortize the repayment of the loan over a period of seven (7) years with interest on the unpaid principal balance at a rate of 3.75% per annum.

## **SECTION 2. CONSIDERATION FOR LOAN AGREEMENT**

This loan is given in consideration of the use of the funds for the remodeling of the premises located at 202 Washburne Avenue, Paynesville, MN 56362, and for the acquisition of the personal property and equipment related to the existing coffee shop business at that location, and the acquisition of business equipment for a hair salon, massage and related enterprises, to be placed in the remodeled area of the premises.

## **SECTION 3. DISTRIBUTION OF LOAN PROCEEDS TO BORROWER**

The loan shall be distributed and the funds lent pursuant to this Agreement provided to the Borrower as follows:

The City of Paynesville will distribute the lump sum of Twenty-one Thousand Dollars (\$21,000.0) to the Borrower on April 1, 2016, the date of the loan closing herein.

## **SECTION 4. EVENTS OF DEFAULT**

The occurrence of any one or more of the following events shall constitute an event of default:

- a) Borrower fails to pay an installment payment due in a timely fashion;
- b) Borrower fails to observe or perform any material obligation under the terms of this Loan Agreement, the Promissory Note, the Real Estate Mortgage or the personal guarantors fail to fulfill their obligations under the terms of the Personal Guaranty;
- c) Borrower fails to pay any tax, including real estate tax or utilities as the same come due;
- d) Borrower makes a general assignment for the benefit of creditors without the written approval of the Lenders;

- e) Borrower commences a proceeding in bankruptcy or for dissolution, merger or sale of its assets;
- f) A receiver or trustee is appointed for the full or partial liquidation of the assets of the Borrower;
- g) A judgment creditor of the Borrower obtain possession of collateral by means of a levy or a replevin without approval and agreement of the Lenders; and
- h) Borrower discontinues the operation of its business and are no longer doing business at a location in the City of Paynesville.

#### **SECTION 5. REMEDIES FOR DEFAULT**

In the event of default, the Lenders shall be entitled to declare the full amount remaining unpaid to be due and payable in full. In addition to the amount owed at the time of the default, the Borrower shall be responsible for any reasonable attorney's fees and costs incurred in connection with the collection of the balance due on the Note. This remedy shall be in addition to any other remedies available under Minnesota Law.

#### **SECTION 6. LATE PAYMENT PENALTY**

If Borrower does not make any installment payment under this Loan Agreement within 15 days after the date due, a late charge of five percent (5%) of the outstanding principal and interest due, or Fifty Dollars (\$50.00), whichever is greater, will accrue. In addition, the Lender may, in its discretion, demand immediate payment of the entire unpaid balance of the Note, including the principle balance plus interest and penalties thereon, without formal notice to the Borrower.

#### **SECTION 7. ADMINISTRATIVE FEE**

In addition to the payments outlined above, the Borrower agrees to pay to the Lender contemporaneously with the distribution of the loan proceeds herein a sum equal to Lender's administrative costs, disbursements and attorney's fees incurred in connection with this Economic Development Loan Agreement, which sum Borrower shall pay to the Lender as a loan fee or loan origination fee.

#### **SECTION 8. MISCELLANEOUS**

The provisions of this loan and the documents executed in conjunction with this Loan Agreement shall be construed as complimentary to each other, and

all of the terms and conditions contained in this Loan Agreement shall survive the execution of the various loan related documents including the Promissory Note, Security Agreement and Personal Guaranty, as well as any subsequent documents, all of which shall be subject to the terms of this Loan Agreement, whether or not specifically recited therein.

The substantive laws of the State of Minnesota shall govern the construction of this Agreement and the rights and remedies of the parties hereto.

The Lender shall have the right, at all times, to enforce the provisions of this Loan Agreement and any other documents executed in conjunction with it, notwithstanding any conduct or custom of refraining from doing so at any time or times. Failure at any time to enforce the specific rights granted under the terms of this Loan Agreement or related documents, shall not to be interpreted as having created a custom contrary to the terms of the Agreement, or to have modified the terms of the Agreement or related documents in any way. All rights and remedies under the terms of this Loan Agreement and the documents executed in conjunction with it are cumulative and concurrent, and the exercise of one right or remedy is not deemed to have released or waived the other right or remedy.

Any alterations, variations, modifications or waivers of the provisions of this Agreement or the related documents shall only be valid when they have been reduced to writing and signed by authorized representatives of the parties.

This contract is a final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed herein, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties or stipulations, either oral or in writing, not contained herein or set forth in the documents executed contemporaneously herewith.

It is specifically agreed by and between the parties hereto that they have been represented by independent counsel. As a matter of convenience one party to this Agreement may have taken on the bulk of the task of drafting documents. This Agreement shall not be construed against the drafting party merely because of its role in the drafting of this Agreement and related documents.

LENDER:

DATED: \_\_\_\_\_

CITY OF PAYNESVILLE

By: \_\_\_\_\_  
Jeff Thompson, Mayor

BORROWER:

DATED: \_\_\_\_\_

KORONIS LIVING, LLC

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

## PROMISSORY NOTE

**Lender:** City of Paynesville  
221 Washburne Avenue  
Paynesville, MN 56362

**Borrower:** Koronis Living, LLC  
202 Washburne Avenue  
Paynesville, MN 56362

**Repayment Promise.** The undersigned, Koronis Living, LLC, after the date of this Note, promises to pay to Lender's order the sum of Twenty-one Thousand Dollars (\$21,000.00), plus interest on the unpaid principal balance at a rate of 3.75% per annum. Interest to accrue from the 1<sup>st</sup> day of April, 2016.

**Payment Schedule.** The undersigned promises to repay the sum of Twenty-one Thousand Dollars (\$21,000.00) with interest at a rate of 3.75% per annum on the unpaid principal balance as follows: By making monthly payments in the amount of Two Hundred Eighty-four Dollars and 63/100 (\$284.63) commencing on the 1st day of May, 2016 and on the 1st day of each month thereafter through and including the 1st day of April, 2023, when the entire remaining balance of unpaid principal and interest shall be due and payable in full. Payments to apply first to interest and then to principal.

**Administrative Fee.** In addition to the payments outlined above, the Borrower agrees to pay to the Lender an administrative fee to be paid by the Borrower at closing, which administrative fee shall represent 100% of the expenses incurred by Lender with regard to the making of this loan, including staff time, legal fees, costs, recording fees, mortgage registration tax, mortgage title insurance, and other fees and costs related to the making of this loan.

**Late Payment Penalty/Default.** If the Borrower does not make an installment payment under this loan within 15 days after the due date, a late charge of five percent (5%) of the outstanding principal and interest due and unpaid, or Fifty Dollars (\$50.00), whichever is greater, will accrue. In addition, the Lender may, in Lender's discretion, demand immediate payment of the entire unpaid balance of the note, including the principal balance plus interest and penalties thereon by giving notice to the Borrower of the acceleration of the balance due as a result of Borrower's default.

**Legal and Collection Costs.** Borrower must pay any reasonable attorney's fees, legal expenses, costs of collection and disbursements that result from Borrower's default, unless prohibited by law.

**Secured By:**

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

LENDER:

BORROWER

CITY OF PAYNESVILLE

KORONIS LIVING, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

By: \_\_\_\_\_

Its:

**SECURITY AGREEMENT**  
**(Inventory, Accounts, Contract Rights and Chattel Paper)**

AGREEMENT Dated: \_\_\_\_\_

Between Koronis Living, LLC, hereinafter "Borrower", having its principal office at 202 Washburne Avenue, Paynesville, MN 56362, and the City of Paynesville, a municipal corporations, hereinafter "Secured Party".

1) **SECURITY INTEREST; COLLATERAL.** To secure and provide for the payment of \$21,000.00 as provided in the note or notes of Borrower of even date herewith and all other of Borrower's obligations and liabilities to Secured Party hereunder or thereunder and also any and all other obligations of Borrower to Secured Party of every kind or description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (herein collectively called "Liabilities"), Borrower hereby grants to Secured Party a security interest in the following described or specified property (herein collectively called "Collateral"): (Fill in or check where applicable)

\_\_\_\_\_ (a) All inventory of Borrower, whether now owned or hereafter acquired (herein called "Inventory");

\_\_\_\_\_ (b) All accounts of Borrower, now existing or hereafter arising (herein called "Accounts"), together with all interest of Borrower, now existing or hereafter arising, in goods, the sale of which gave rise to Accounts and all chattel paper, documents and instruments relating to Accounts;

\_\_\_\_\_ (c) All contract rights of Borrower, now existing or hereafter arising (herein called "Contract Rights");

  X   (d) Other: (Specify)

All equipment now owned or hereafter acquired by Koronis Living, LLC, specifically including the following:

- 1 – Manitowoc Ice Machine, Model QY013UA
- 1 – Beverage Air 48" Undercounter Refrigerator, Model WIR 48A
- 1 – Harmony Display Case, Model HMG 2653R
- 1 – Yukon Hand Sink, 17" x 15" x 5 ½"
- 1 – Regency 3 Compartment Sink w/2 Drainboards 58" long x 19 ½" deep x 43 ¾" high (including backsplash)
- 1 – Sam's Club Stainless Steel Work Table with 2" backsplash
- 1 – Bunn G2 Coffee Grinder
- 1 – Bunn CWF15-APS
- 1 – Waring MX1000XT 3.5HP Commercial Blender with Paddle Switches & 64 oz. Polycarbonate Container
- 1 – WMF Bistro Superautomatic Espresso Machine, Model 0599

All beauty salon, massage and related equipment.

together with the proceeds, products and accessions of and to any and all of the foregoing Collateral. Borrower will promptly deliver to Secured Party, duly indorsed when necessary, all Collateral consisting of chattel paper, documents and instruments and related guaranties, now on hand or hereafter received by Borrower.

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**2) WARRANTIES.** Borrower represents and warrants to Secured Party as follows:

**(a) Title.** Except for the security interest granted hereby, Borrower is and, as to Collateral to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrances; and Borrower agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

**(b) Location of Inventory.** All Inventory presently owned by Borrower is kept at the following locations:

(No. & Street)                      (City)                      (County)                      (State)

or if left blank, at that shown at the beginning of this Agreement.

**(c) Places of Business.** In addition to that shown at the beginning of this Agreement, Borrower has places of business only at the following locations:

(City)                                      (County)                                      (State)  
Paynesville                                      Stearns                                      Minnesota

**(d) Inventory Used in More Than One State.** If any Inventory is leased or held for lease to customers of borrower and is of a type normally used in more than one State (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like) and Borrower has a place of business in more than one State, Borrower's chief place of business is:

(No. & Street)                      (City)                      (County)                      (State)

N/A.

**(e) Location of Records.** If Borrower has an office in more than one State, the office where Borrower keeps records concerning accounts and contract rights is:

(No. & Street)                      (City)                      (County)                      (State)  
202 Washburne Avenue                      Paynesville                      Stearns                      Minnesota

or if left blank, is that shown at the beginning of this Agreement.

**(f) Accuracy of Information.** Subject to any limitation stated therein or in connection therewith, all information furnished to Secured Party concerning Collateral, or otherwise for the purpose of obtaining credit or any extension of credit, is, or will be at the time the same is furnished, correct in all material respects and complete insofar as completeness may be necessary to give Secured Party accurate knowledge of the subject matter.

**3) AUTHORITY TO SELL OR PROCESS INVENTORY.** So long as Borrower is not in default in the payment of any amount due hereunder or in default in the performance of any of the terms of this Agreement, Borrower shall have the right to use the Inventory in any lawful manner not inconsistent with

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this Agreement or with the terms or conditions of any policy of insurance thereon and to sell or process the Inventory in the ordinary course of Borrower's business, subject to the following conditions, if any:

The above equipment is not inventory and may not be sold without payment of the proceeds of Sale to the secured parties identified above.

A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt.

This Agreement is subject to the terms and conditions on the reverse side hereof all of which are made a part hereof.

SECURED PARTY

BORROWER

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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## PERSONAL GUARANTY

Lender: City of Paynesville  
221 Washburne Avenue  
Paynesville, MN 56362

Borrower: Koronis Living, LLC  
202 Washburne Ave.  
Paynesville, MN 56362

Guarantors: Rachel Rae Hoppe  
Shawn Allan Hoppe

The persons signing here are Guarantors. The Lenders may require the Guarantors, or any one of them, to pay the loan of Twenty-one Thousand Dollars (\$21,000.00) made by the Lender to the Borrower at any time after it comes due, whether the loan becomes due as a result of default under the terms and conditions of the Loan Agreement or the Promissory Note, and whether or not the Lender has made any effort to collect the loan from the Borrower. In any event of default, the Lender is free to seek repayment from one or all of the Guarantors. The Guarantors will continue to be responsible even if the Lender releases any security it may have or consents to changes in the payment schedule of the loan, renews the loan or releases any other persons or entities from responsibility. The Guarantors must also pay any reasonable attorney's fees and other costs of enforcing the Loan Agreement, Promissory Note or this Guaranty. The Guarantors, by signing below, each agree to guarantee the repayment of the Promissory Note due from Koronis Living, LLC, to the City of Paynesville dated the 1st day of April, 2016, on the terms outlined above.

\_\_\_\_\_  
Rachel Rae Hoppe

\_\_\_\_\_  
Shawn Allan Hoppe

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. E-MAIL CONTACT AT FILER (optional)**

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

**William Spooner**  
**SPOONER & GLENZ LAW OFFICES, PLLC**  
**113 Washburne Avenue**  
**Paynesville, MN 56362**  
**(320) 243-3748**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Koronis Living, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
<b>202 Washburne Avenue</b>	<b>Paynesville</b>		<b>MN</b>	<b>56362</b>
				COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>City of Paynesville</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
<b>221 Washburne Avenue</b>	<b>Paynesville</b>		<b>MN</b>	<b>56362</b>
				COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

- 1 - Manitowoc Ice Machine, Model QY013UA
- 1 - Beverage Air 48" Undercounter Refrigerator, Model WIR48A
- 1 - Harmony Display Case, Model HMG 2653R
- 1 - Yukon Hand Sink, 17" x 15" x 5 1/2"
- 1 - Regency 3 Compartment Sink w/2 Drainboards 58" long x 19 1/2" deep x 43 3/4" high (including backsplash)
- 1 - Sam's Club Stainless Steel Work Table with 2" backsplash
- 1 - Bunn G2 Coffee Grinder
- 1 - Bunn CWF15-APS
- 1 - Waring MX1000XT 3.5HP Commercial Blender with Paddle Switches & 64 oz. Polycarbonate Container
- 1 - WMF Bistro Superautomatic Espresso Machine, Model 0599

All beauty salon, massage and related equipment.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – B

**ITEM DESCRIPTION:** Bi-Directional Tractor Bid

Prepared by: Belinda

**COMMENTS:**

Ron Mergen will give a verbal report. One bid was received from A & C Farm Service, Inc. in the amount of \$94,900.00 for a bi-directional tractor. Money for the tractor will be taken from the water, sewer, airport, street, and park equipment replacement funds.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the bid from A & C Farm Service, Inc. in the amount of \$94,900.00 for a bi-directional tractor with funds to be taken from the water, sewer, airport, street, and park equipment replacement funds.



**Retail Offer**

<b>CUSTOMER INFORMATION:</b>
CITY OF PAYNESVILLE 221 WASHBURNE AVE PAYNESVILLE, MINNESOTA 56362 USA

<b>DEALERSHIP</b>
A & C FARM SERVICE, INC. 412 BRIDGE STREET PAYNESVILLE, MN 56362 USA 320-243-3736 SALESPERSON: <b>LARRY - 320-250-5605</b>

Retail Offer Number: 0001026779-1

Retail Offer Valid to: 03/31/2016

Description: TV6070 BID

<b>UNITS OFFERED</b>			
<b>Unit # 1 TV6070</b>		<b>List Price</b>	<b>173,704.00</b>
Vehicle / Quote Number:	0012294356	<b>Offered Price</b>	<b>133,900.00</b>
Sales Order Number:	0080963762	<b>Setup</b>	<b>4,000.00</b>
VIN/Serial #:	RVS141534	<b>Delivery</b>	<b>2,000.00</b>

**TRADE IN DETAILS**

<b>9030</b>							
Serial #	Engine #	Model Year	MFG	Family	Model	Condition	Hour
		1996	1177	Tractors 100+ PTO HP	9030	GOOD	3757

<b>9030 TRACTOR</b>	
Value	45,000.00
Trade Remaining Payment	0.00
Equity	45,000.00
<b>Trade Ins Subtotal</b>	<b>\$-45,000.00</b>

**Total** \$139,900.00

**Down Payment** \$0.00

**Total Offer Value** \$94,900.00

**FINANCING INFORMATION**

<b>Financed By</b>	N/A	<b>Amount Financed</b>	94,900.00	<b>Term in Months</b>	
<b>Loan Type</b>		<b>Rate Type</b>		<b>Interest Rate</b>	

Retail Offer

Vehicle Configuration					
Vehicle / Quote Number: 0012294356, 0080963762					
NORMAL	NORMAL OFFER		728483	EE AXLE WITH DIFF LOCK	1,133.00
NHAG	NEW HOLLAND AG		720298	SPLITTER GEARBOX	
116KW	116 KW (115HP) ENGINE		429211	REVERSING ENGINE FAN	3,590.00
	Base price	125,300.00	720207	TRANS/HYD OIL HEATER	
720852	AIR SUSPENSION SEAT-STANDARD		728990	TOOLBOX	
756171	3/4 " HYD CPLRS/CASE DRAIN	427.00	728262	BLUE HOOD & FENDERS- STD	
720331	3 CAB PLUS 2 EE HYD VALVES	4,802.00	720007	NORTH AMERICAN CONFIGURATION	
720571	ATTACHMENT POCKETS		728809	FLOOR PEDAL F/CAB END HYD	344.00
720841	HYD SYSTEM- 30GPM- STD		754956	GRAPPLE FORK ASSY	2,702.00
729757	CAB END 3PT HITCH- STD		720612	DELUXE ROPS CAB	
729744	ENGINE END 3 POINT HITCH	7,346.00	728077	RADIO AM/FM/WEATHER	
757158	ENG END PTO 540/1000 RPM	5,812.00	720486	TPH LINKS ENGINE END	
720809	CAB END PTO 540/1000 RPM		720485	TPH LINKS CAB END- STD	
754170	84LB LONG LOADER	12,512.00	720369	EE DRAWBAR W/CLEVIS	
754952	1.5YD COMBINATION BUCKET	1,839.00	720912	CAB END DRAWBAR- STD	
720689	GRAPPLE HOSE KIT 84LB		729785	NO ENGINE END FENDERS	
729596	EE WHEEL WTS 34 INCH RIMS		729675	STANDARD LIGHTING	
8066446	18.4R34 R1 * RADIAL	7,897.00	729760	HYDROSTATIC SYSTEM- OPT	
720439	CAB END AXLE W/DIFF LOCK-STD			<b>Total List Price</b>	<b>\$173,704.00</b>

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## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – C

**ITEM DESCRIPTION:** 2016 Street Improvement Project

Prepared by: Staff

### **COMMENTS:**

Chuck DeWolf will present the 2016 Street Improvement Project during the 2016 Street Improvement Project Final Assessment Public Hearing.

Please review the attached updated assessment rolls, Resolution 2016-09 Accepting Bid and Resolution 2016-10 Adopting Assessment.

### **ADMINISTRATOR COMMENTS:**

### **COMMITTEE/COUNCIL ACTION:**

Motion to approve Resolution 2016-09 Accepting Bid.

Motion to approve Resolution 2016-10 Adopting Assessment.

**FINAL ASSESSMENT ROLL-FULL RECONSTRUCTION AREA**  
**2019 IMPROVEMENT PROJECT**  
**CITY OF PAYNESVILLE, MINNESOTA**  
**W14.107586**  
**MARCH, 2019**

ITEM	PERCENT ASSESSED	ASSESSMENT RATES
STREET:	50%	\$32.82 / FT
STREET (62.5% RISE):	50%	\$32.26 / FT
STREET (57.5% RISE):	50%	\$32.12 / FT
8" SANITARY SEWER SERVICE:	100%	\$1,071.36 / EACH
1" WATER SERVICE:	100%	\$1,228.00 / EACH
2" WATER SERVICE:	100%	\$3,221.82 / EACH

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SHORT SIDE	LONG SIDE	GROWN 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	2" WATER SERVICE	SANITARY SEWER SERVICE	STREET (62.5% RATE)	STREET (57.5% RATE)	WATER SERVICE	SANITARY SEWER SERVICE		TOTAL ASSESSMENT		
1	PAUL MEYER 6450 BRIGH STREET APT 10 NORTH BRANCH, MN 55326	70.28764.0000	LOTS 7 & 8 Section 08 Township 122 Range 032 SubdivisionName GALES ADD Lot 007 SubdivisionCd 00031 107 LAKE AVE N	100.00	0.00	NO	100.00 FT.	0.00 FT.	100.00			1	0	1	\$1,228.00	\$0.00	\$0.00	\$1,228.00	\$1,071.36	\$2,299.36	\$1,632.00	
2	DANIEL A GILIPP 111 LAKE AVE N PAYNESVILLE MN 56362	70.28765.0000	LOT 9 Section 08 Township 122 Range 032 SubdivisionName GALES ADD Lot 009 SubdivisionCd 00031 111 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	\$1,228.00	\$1,071.36	\$5,540.36	\$2,081.00	
3	WILLIAM & RANDY GALE 113 LAKE AVE PAYNESVILLE MN 56362	70.28766.0000	LOT 10 Section 08 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	\$1,228.00	\$1,071.36	\$5,540.36	\$2,081.00	
4	PAUL B & SUSAN M BURRIS 117 LAKE AVE N PAYNESVILLE MN 56362	70.28767.0000	LOTS 11 & 12 Section 08 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	\$2,222.00	\$0.00	\$0.00	\$1,228.00	\$1,071.36	\$4,521.36	\$2,082.00	
5	DOREEN L & JOSEPH W MILLER 118 LAKE AVE N PAYNESVILLE MN 56362-1500	70.28768.0000	LOTS 1-4 BLK 3 & P/O VAC MAY ST & VAC POMEROY AVE & N 1/2 VAC ALLEY ADJ TO LOTS Section 08 Township 122 Range 032 Block 003 Lot 001 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 118 LAKE AVE N	180.00	0.00	NO	180.00 FT.	0.00 FT.	180.00			1	0	0	\$11,207.50	\$0.00	\$0.00	\$1,228.00	\$0.00	\$12,635.50	\$14,183.00	
6	VALLEY INDUSTRIES PO BOX 220 PAYNESVILLE MN 56362	70.28769.0000	LOT 1 BLK 1 Section 08 Township 122 Range 032 Block 001 Lot 001 SubdivisionCd 70051 SubdivisionName RIVER PARK ESTATES 180 LAKE AVE N	282.00	0.00	NO	282.00 FT.	0.00 FT.	282.00			0	1	0	\$16,458.84	\$0.00	\$0.00	\$2,121.92	\$0.00	\$18,580.76	\$21,857.24	
7	BILL FUCHS 201 MINNIE ST PAYNESVILLE, MN 56362	70.28770.0000	LOTS 1-8 AND 4 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 001 SubdivisionCd 00031 201 MINNIE ST	53.00	0.00	NO	53.00 FT.	0.00 FT.				50.00	0	0	\$0.00	\$0.00	\$1,914.36	\$0.00	\$0.00	\$1,914.36	\$2,184.52	
8	BILL FUCHS 201 MINNIE ST PAYNESVILLE, MN 56362	70.28772.0000	LOT 3 Section 09 Township 122 Range 032 SubdivisionName GALES ADD Lot 003 SubdivisionCd 00031 201 MINNIE ST	53.00	0.00	NO	53.00 FT.	0.00 FT.				50.00	0	0	\$0.00	\$0.00	\$1,914.36	\$0.00	\$0.00	\$1,914.36	\$2,184.52	
9	CITY OF PAYNESVILLE 321 WASHINGTON AVE PAYNESVILLE, MN 56362	70.28773.0000	LOTS 5 & 6 Section 09 Township 122 Range 032 SubdivisionName GALES ADD 321	100.00	150.00	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	\$0.00 \$0.00	\$5,282.00 \$2,709.00	\$7,102.00 \$3,092.00
10	DALE A RADEL 301 MINNIE ST PAYNESVILLE MN 56362-1510	70.28780.0000	LOTS 7 & 8 BLK 3 Section 09 Township 122 Range 032 Block 003 Lot 007 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 301 MINNIE ST	67.00	180.00	YES	173.00 FT.	75.00 FT.				172.00	1	0	0	\$0.00	\$5,752.72	\$0.00	\$1,228.00	\$0.00	\$7,080.72	\$8,015.00
11	BRETT N & MICHELE A MOHR 303 MINNIE ST PAYNESVILLE MN 56362-1516	70.28770.0000	LOTS 9 & 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 303 MINNIE ST	98.00	0.00	NO	95.00 FT.	0.00 FT.				98.00	1	0	1	\$0.00	\$3,788.98	\$0.00	\$1,228.00	\$1,071.36	\$6,188.32	\$6,791.44
12	MARK FENSKE 1827 270TH AVE NE NEW LONDON, MN 56273	70.28771.0000	LOTS 11 & 12 BLK 3 & S 1/2 VAC ALLEY & P/O VAC POMEROY AVE ADJ TO LOTS Section 09 Township 122 Range 032 Block 003 Lot 011 SubdivisionCd 70022 SubdivisionName RIVERSIDE PARK ADD 303 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	\$1,228.00	\$1,071.36	\$7,149.82	\$7,801.19
13	DORY BEST 311 MINNIE ST PAYNESVILLE, MN 56362	70.28803.0000	1/4 A, E121' OF W 486' OF N 142' OF S176' OF SW 4864 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	\$4,750.46	\$0.00	\$1,228.00	\$1,071.36	\$7,149.82	\$7,801.19
14	PAUL ANDERSEN 313 MINNIE ST PAYNESVILLE MN 56362	70.28804.0000	1/2 A, S142' OF E179' OF W 650' OF W23W4864 CITY OF PAYNESVILLE Section 09 Township 122 Range 032 313 MINNIE ST	175.00	0.00	NO	175.00 FT.	0.00 FT.				175.00	1	0	1	\$0.00	\$6,870.50	\$0.00	\$1,228.00	\$1,071.36	\$9,288.86	\$10,288.25

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**FINAL ASSESSMENT ROLL-FULL RECONSTRUCTION AREA**  
**2016 IMPROVEMENT PROJECT**  
**CITY OF PAYNESVILLE, MINNESOTA**  
**1714.10788**  
**MARCH, 2016**

ITEM	PERCENT ASSESSED	ASSESSMENT RATE
STREET:	50%	\$0.68 / FT
STREET (62.5% RATE):	50%	\$0.34 / FT
STREET (87.5% RATE):	50%	\$0.52 / FT
6" SANITARY SEWER SERVICE:	100%	\$1,071.26 / EACH
1" WATER SERVICE:	100%	\$1,251.50 / EACH
8" WATER SERVICE:	100%	\$5,121.50 / EACH

LINE	PROPERTY OWNER NAME & ADDRESS	PARCEL NUMBER	PROPERTY DESCRIPTION	SPRINT RATE	LOOSE SOIL	COMPLY LOT POLICY APPLY	ASSESSABLE FRONT FOOTAGE	EXCESS FRONT FOOTAGE	ASSESSABLE UNITS					ASSESSMENTS					TOTAL ESTIMATED PRELIMINARY ASSESSMENT					
									STREET	STREET (62.5% RATE)	STREET (87.5% RATE)	1" WATER SERVICE	6" WATER SERVICE	SANITARY SEWER SERVICE	STREET	STREET (62.5% RATE)	STREET (87.5% RATE)	WATER SERVICE		SANITARY SEWER SERVICE	TOTAL ASSESSMENT			
15	EDWARD D SCHWITZ C/O JAY LESTMAN 216 N ARMSSTRONG AVE LITCHFIELD, MN 55353	70.29169.0000	LOT 1 BLK 1 Section 08 Township 122 Range 032 SubdivisionName MINNE VILLA Lot 001 Block 001 SubdivisionCd 70045 677 MINNIE ST	109.00	0.00	NO	108.00 FT.	0.00 FT.	188.00				0	0	0	\$6,947.35	\$0.00	\$0.00	\$8.00	\$0.00	\$8.00	\$8,547.28	\$7,741.18	
16	JON LAPLANT 945 JERKS AVE NW ANNANDALE MN 55203	70.29169.0001	LOT 2 BLK 1 Section 08 Township 122 Range 032 SubdivisionName MINNE VILLA Lot 002 Block 001 SubdivisionCd 70045 675 MINNIE ST	85.00	0.00	NO	85.00 FT.	0.00 FT.	85.00				0	0	0	\$6,298.70	\$0.00	\$0.00	\$8.00	\$0.00	\$8.00	\$6,298.70	\$6,088.70	
17	GERALD A & MARY H MIER 830 ELM ST PAYNESVILLE MN 56220-8989	06.18479.0000	41 A, N 187' OF E 187' OF E 120' OF W 58' RCDG OF 944654 Section 08 Township 122 Range 032 421 MINNIE ST	87.00	0.00	NO	87.00 FT.	0.00 FT.	87.00			1	0	1	\$5,485.34	\$0.00	\$0.00	\$1,258.00	\$1,071.26			\$7,864.70	\$11,052.40	
18	STANG PRECISION 591 MINNIE ST PAYNESVILLE MN 56220	70.29244.5000	LOT 1 BLK 1 Section 08 Township 122 Range 032 Block 001 Lot 001 SubdivisionCd 70059 SubdivisionName RANCH VIEW 423 MINNIE ST	0.00	282.58	YES	191.25 FT.	191.25 FT.	191.25				0	0	0	\$8,245.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,245.13	\$5,321.38	
19	ROBERT F & SALLY J CLAWSON 511 MINNIE ST PAYNESVILLE MN 56220	70.29242.0001	LOT 1 & 2 BLK 1 Section 08 Township 122 Range 032 SubdivisionName PAY-DEL-CO Lot 001 Block 001 SubdivisionCd 70016 511 MINNIE ST	0.00	291.00	YES	143.58 FT.	143.58 FT.	143.58				0	0	0	\$8,140.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,140.31	\$10,353.44	
20	FEED CO INC PO BOX 26 SELGRADE MN 56212-0026	70.29200.0000	LOT 1 BLK 1 Section 08 Township 122 Range 032 SubdivisionName HANSEN ADD Lot 001 Block 001 SubdivisionCd 70011 270 MINNIE ST	288.00	0.00	NO	288.00 FT.	0.00 FT.					288.00	0	0	0	\$0.00	\$0.00	\$1,518.08	\$8.00	\$0.00	\$8,518.98	\$10,038.75	
21	FEED CO INC PO BOX 26 SELGRADE MN 56212-0026	70.29270.0000	W 80' BLOCK A & P/O VAC LAKE AVE LYING BETWEEN LOT 1 BLK 1 HANSEN ADD & W 30' BLK A GILBERT'S NEW ADD RUNNING FROM RR ROW N TO MILL & MINNIE STS & E 40' OF W 80' BLK A & P/O BLK A BEG 181' E OF NW COR NE4-E 60-S TO N LN RR ROW-1/4' ALD RR Section 16 Township 122 Range 032 Block 88A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 270 MINNIE ST	223.00	0.00	NO	223.00 FT.	0.00 FT.	223.00				0	1	1	\$0.00	\$8,754.98	\$0.00	\$3,121.82	\$1,071.26			\$12,948.08	\$4,268.87
22	PMT PROPERTY, LLC P O BOX 11 PAYNESVILLE MN 56220	70.29071.0000	E151' OF W361' OF BLK A Section 16 Township 122 Range 032 Block 88A 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	\$5,828.25	\$0.00	\$1,258.00	\$1,071.26			\$8,227.51	\$9,252.89
23	PMT PROPERTY, LLC P O BOX 11 PAYNESVILLE MN 56220	70.29072.0000	F380.50' OF W361.0' OF BLK A Section 16 Township 122 Range 032 Block 88A 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	\$11,818.43	\$0.00	\$3,121.82	\$1,071.26			\$15,032.71	\$18,061.40
24	PAMALA D ENGER 408 MINNIE ST PAYNESVILLE MN 56220	70.28374.0000	N 150' OF 564.50' OF W710' OF BLK A Section 16 Township 122 Range 032 Block 88A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 408 MINNIE ST	64.50	0.00	NO	64.50 FT.	0.00 FT.	64.50				1	0	1	\$0.00	\$3,317.47	\$0.00	\$1,258.00	\$1,071.26			\$5,716.89	\$6,288.86
25	JOANN M CRANDALL 412 MINNIE ST PAYNESVILLE MN 56220-1521	70.28876.0000	N169' OF E151.50' OF W667.90' OF BLK A Section 16 Township 122 Range 032 Block 88A 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	\$5,947.89	\$0.00	\$1,258.00	\$1,071.26			\$8,347.25	\$8,255.09
26	ELB MANAGEMENT PO BOX 251 WEST FARQU, ND 58078	70.28475.0000	THAT PART OF BLOCK A LYING ELY OF W 281.00' LESS THE N 150' OF W 250' THEREOF Section 16 Township 122 Range 032 Block 88A SubdivisionCd 70007 SubdivisionName GILBERT'S NEW ADD 408 MINNIE ST	407.00	0.00	NO	407.00 FT.	0.00 FT.	407.00				0	1	1	\$0.00	\$16,978.82	\$0.00	\$3,121.82	\$1,071.26			\$21,172.10	\$28,088.78
27	SPANER WELDING & METAL FABRICATION, INC 502 MINNIE ST PAYNESVILLE MN 56220-1063	70.28541.0050	E40A W250' OF W361.0' LYING NLY OF N R/R OF RR Section 16 Township 122 Range 032 422 MINNIE ST	250.00	0.00	NO	250.00 FT.	0.00 FT.	250.00				0	0	0	\$15,705.00	\$0.00	\$0.00	\$8.00	\$0.00			\$15,705.00	\$17,756.00
				3,644.50	282.58		4,071.25 FT	426.75 FT	1,848.75	1,982.50	439.00	14	4	18	\$183,657.30	\$77,831.96	\$15,856.98	\$91,079.82	\$18,070.40	\$344,677.91	\$228,470.84			

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**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%	\$10.84
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	70.38768.0000	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	VALLEY CONSTRUCTION 31008 570TH AVE GROVE CITY, MN 56243	70.38828.0000	LOT 10 & N12' OF LOT 11 BLK 6 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S ADD 408 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

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**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
11	ROY D & THERESA M BUNDY 370 MILL ST W PAYNESVILLE, MN 56362	70.38889.0000	W2 OF LOTS 8 & 9 BLK 7 Section 16 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 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 366 MILL ST W	65.00		NO	65.00 FT.	0.00 FT.	65.00	\$691.60	\$1,050.40
13	DAHL HOUSE 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	LORI GOTTHALD 390 GENESEE ST PAYNESVILLE, MN 56362	70.38830.0000	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 BRUNTLETT 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 BAITINGER'S 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 BAITINGER'S ADD 214 MILL ST W	77.00		NO	77.00 FT.	0.00 FT.	77.00	\$655.27	\$895.61
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 BAITINGER'S ADD 352 AUGUSTA AVE		153.10	YES	76.55 FT.	76.55 FT.	76.55	\$651.44	\$889.79
18	TYLER WENDROTH 355 AUGUSTA AVE PAYNESVILLE, MN 56362	70.38668.0000	LOT 9 BLK 2 Section 12 Township 122 Range 032 SubdivisionName BAITINGER'S ADD 355 AUGUSTA AVE		153.44	YES	76.72 FT.	76.72 FT.	76.72	\$652.89	\$891.99
19	TERESA A THIELEN 348 WASHBURN AVE PAYNESVILLE, MN 56362	70.38667.0000	LOTS 7 & 8 BLK 2 Section 12 Township 122 Range 032 SubdivisionName BAITINGER'S ADD 348 WASHBURN AVE		143.10	YES	71.55 FT.	71.55 FT.	71.55	\$606.89	\$825.14
20	MICHAEL J & DIANE NOVAK 349 WASHBURN AVE PAYNESVILLE, MN 56362	70.38982.0000	LOTS 7 & 8 Section 16 Township 122 Range 032 SubdivisionName ROBBIN'S 1ST ADD 349 WASHBURN AVE		146.00	YES	73.00 FT.	73.00 FT.	73.00	\$621.23	\$943.89

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**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
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 E 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 MILL ST 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 O'KONEK 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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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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

ITEM	PERCENT	ASSESSMENT
	ASSESSED	RATE
MILLOVERLAY STREET:	50%	\$10.64
MILLOVERLAY 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	60.00		NO	60.00 FT.	0.00 FT.	60.00	\$638.40	\$969.60
35	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	RICK HAINES 306 MINNESOTA 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 363 MILL ST W	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
40	ROBERT L LEYENDECKER 307 MILL ST W 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

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**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
41	JAMES W & DENISE A BECKSTRAND 305 MILL ST W PAYNESVILLE, MN 56362	70.38898.0000	S 53' OF LOT 1 & ALL OF LOT2 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		\$813.06	\$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	10.81 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 8 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 S769.1' 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	PAUL & NICHOLE PEICHEL 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
50	ERIC J PLANTENBERG 630 STEARNS AVE PAYNESVILLE, MN 56362	70.38623.0000	N75' OF S819' OF W138 FT OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Metes and Bounds 630 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00		\$798.00	\$1,212.00

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**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
51	VIVIAN JOHNSON 620 STEARNS AVE PAYNESVILLE, MN 56362	70.38621.0000	N106.9' OF S1026' OF W136' OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Metes 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 c/o JIM FREILINGER 702 MAIN ST W PAYNESVILLE, MN 56362	70.38620.0000	S90' OF N284' OF E165 FT OF NW4SW4 LESS .06A TO CITY FOR ROAD CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Metes 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	70.38619.0000	S55' OF N174' OF E165' OF NW4SW4 LESS E 30' & THE S 6' OF E 165' OF N 119' LESS E 30' OF N 119' Section 16 Township 122 Range 032 Metes and Bounds 608 STEARNS AVE	61.00		NO	61.00 FT.	0.00 FT.	61.00	\$649.04	\$965.76
54	DEBRA ANN LUCAS-UTSCH 604 STEARNS AVE PAYNESVILLE, MN 56362	70.38618.0010	P/O LOT 8 BLK 10 COM SE COR SW4 NW4-N89D W ALG S LN 30' TO POB-N1D E .70'-N89D W 65.88'-N67D 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 Metes and Bounds 604 STEARNS AVE	113.70		NO	113.70 FT.	0.00 FT.	113.70	\$1,208.77	\$1,837.39
55	BRANDON WENSMANN 526 STEARNS AVE PAYNESVILLE, MN 56362	70.38924.0000	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'-N67D 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	70.38923.0000	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 620 STEARNS AVE	76.00		NO	76.00 FT.	0.00 FT.	76.00	\$808.64	\$1,228.16
57	DONALD & KIMBERLY WIELENBERG 514 STEARNS AVE PAYNESVILLE, MN 56362	70.38922.0000	E 78' OF LOTS 9-10-11-12 & 13 & E2 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	70.38921.0000	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	\$969.60
59	FAY JONES 504 STEARNS AVE PAYNESVILLE, MN 56362	70.38920.0000	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	\$1,084.00	\$1,616.00
60	TN PROPERTIES LLC PO BOX 111 PAYNESVILLE, MN 56362	70.38910.0000	S2 OF LOTS 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 418 STEARNS AVE PAYNESVILLE, MN 56362	70.38911.0000	N2 OF LOTS 17 & 18 BLK 8 Section 16 Township 122 Range 032 SubdivisionName GILBERT'S 2ND ADD 418 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	70.38929.0000	LOT 6 LESS N10' & ALL OF LOT 7 BLK 11 Section 16 Township 122 Range 032		90.00	YES	45.00 FT.	45.00 FT.	45.00	\$478.80	\$727.20

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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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

ITEM	PERCENT	ASSESSMENT
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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
	PAYNESVILLE, MN 56362		SubdivisionName GILBERT'S 2ND ADD 371 GENESEE ST								
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 116 E. BASS ST FAIRVIEW, MO 64842	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	JAMES CHANEY 314 STEARNS AVE 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	\$754.08	\$1,145.26
67	DAHL HOUSE 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		108.54	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
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

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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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CITY OF PAYNESVILLE, MINNESOTA  
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MARCH, 2016

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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
71	LEAH D ATKINSON HC 75 BOX 1091 LOS OJOS, NM 87551	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 811 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 811 STEARNS AVE	100.00		NO	100.00 FT.	0.00 FT.	100.00	\$1,064.00	\$1,618.00
73	DARCY 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 605 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	\$771.84
77	ADAM M FUCHS 371 STEARNS AVE PAYNESVILLE, MN 56362	70.38658.0000	LOT 12 & N10' OF LOT 11 & S2 OF VAC. ALLEY LYING BETWEEN LOTS 12 & 13 BLK 1 Section 12 Township 122 Range 032 SubdivisionName BAITINGER'S 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 BAITINGER'S ADD 387 STEARNS AVE	58.00		NO	58.00 FT.	0.00 FT.	58.00	\$617.12	\$937.28
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 BAITINGER'S ADD 363 STEARNS AVE	75.00		NO	75.00 FT.	0.00 FT.	75.00	\$798.00	\$1,212.00
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	\$946.96	\$1,438.24

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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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 CITY OF PAYNESVILLE, MINNESOTA  
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MILL/OVERLAY STREET (80% rate):	50%	\$8.51

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81	CRAIG HEINEN 327 STEARNS AVE PAYNESVILLE, MN 56362	70.38663.0000	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 16 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 4280 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	\$808.00
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	\$808.00
87	BRANDIN CHRISTENSEN 221 BUSINESS 23 W PAYNESVILLE, MN 56362	70.39117.0000	W 62' 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	\$1,005.96
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	\$1,005.96
90	ROBERT F MULLHOLAND 104 FIRST ST W PAYNESVILLE, MN 56362	70.39308.0000	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

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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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MILL/OVERLAY STREET:	50%	\$10.54
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
91	LOUIS A & JEAN R BAAS 645 WASHBURNE AVE PAYNESVILLE, MN 56362	70.39290.0000	S15' OF LOT 11 & ALL OF LOT 12 BLK 4 Section 16 Township 122 Range 032 SubdivisionName RESIDENCE PARK ADD PAYNESVILLE 645 WASHBURNE AVE		124.50	YES	62.25 FT.	62.25 FT.	62.25	\$662.34	\$1,005.98
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	\$1,005.98
93	ANTHONY J SAVAGE 208 FIRST ST E PAYNESVILLE, MN 56362	70.39277.0000	S30' 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	\$1,005.98
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 267 W 5TH ST ZUMBROTA, MN 55992	70.38622.0000	N75' OF S628.1' OF W 138' OF E165' OF NW4SW4 CITY OF PAYNESVILLE Section 16 Township 122 Range 032 Motes and Bounds 702 STEARNS AVE		138.00	YES	69.00 FT.	69.00 FT.	69.00	\$734.16	\$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	596.00		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	\$1,005.98
98	DAHL HOUSE RENTALS, LLC. 31163 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	\$875.83
100	JOHN B & KATHRYN A FRANDSON 701 KORONIS AVE PAYNESVILLE, MN 56362	70.39408.0000	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

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**FINAL ASSESSMENT ROLL-MILL/OVERLAY AREA**

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

ITEM	PERCENT ASSESSED	ASSESSMENT RATE
MILLOVERLAY STREET:	50%	\$10.64
MILLOVERLAY 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
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	\$681.60	\$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-S395'-W ALONG HWY 23-N ALONG E LN 415' TO S LN STR-E 390' TO POB Section 17 Township 122 Range 032 Metes and Bounds 921 MAIN ST W	390.00		NO	390.00 FT.	0.00 FT.	390.00	\$4,149.80	\$6,302.40
				6,791.34	4,598.19		9,090.44 FT	2,299.10 FT	9,090.44	\$93,163.32	\$141,504.68

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RESOLUTION 2016-09  
ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the 2016 Street Improvement Project, which includes 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 Main Street from Business 23 to State Hwy. 55, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Amount</u>
1) C & L Excavating, Inc. St. Joseph, MN	\$1,502,528.90
2) Crow River Construction New London, MN	\$1,946,465.50
3) Duinick, Inc. Prinsburg, MN	\$1,352,834.92
4) J. R. Ferche, Inc. Rice, MN	\$1,808,682.25

- |   |                |
|---|----------------|
| 5) Kuechle Underground, Inc.<br>Kimball, MN               | \$1,416,918.89 |
| 6) Larson Excavating Contractors, Inc.<br>Holdingford, MN | \$1,802,082.89 |
| 7) Northdale Construction Co., Inc.<br>Albertville, MN    | \$1,990,066.86 |
| 8) Quam Construction Co., Inc.<br>Willmar, MN             | \$1,928,646.50 |
| 9) R.L. Larson Excavating, Inc.<br>St. Cloud, MN          | \$1,655,730.70 |
| 10) Voss Plumbing & Heating<br>Paynesville, MN,           | \$1,223,822.37 |

WHEREAS, it appears that Voss Plumbing & Heating of Paynesville, MN, is the lowest responsible bidder,

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Voss Plumbing & Heating of Paynesville, MN, in the name of the City of Paynesville 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 Main Street from Business 23 to State Hwy. 55, in accordance with the plans and specifications therefore approved by the City Council and on file with the City Administrator.

2) The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except the deposit of the successful bidder and the next lowest bidder, which shall be retained until the contract is signed.

Adopted by the Council this 11<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Jeff Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eckerly, City Administrator

RESOLUTION 2016-10  
ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the 2016 Street Improvement Project, which includes 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 Main Street from Business 23 to State Hwy. 55,

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

1) Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2) Such assessment shall be payable in equal annual installments extending over a period of 10 years, the first installment to be payable with the general real estate taxes for the year 2016 collectible with such taxes during the year 2017, and shall bear interest at a rate of 4.05% per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this Resolution until December 31, 2017. To each subsequent installment, when due, shall be added interest for one (1) year on all unpaid installments.

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 Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this Resolution; and he/she may, at any time thereafter, pay to the City Treasurer 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.

4) The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Council this 11<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Jeff Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eckerly, City Administrator

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – D

**ITEM DESCRIPTION:** 2017 Street Improvement Project

Prepared by: Staff

**COMMENTS:**

At the March 28, 2016 City Council meeting the Council approved proceeding with a Preliminary Engineering Report for the project. Please review Resolution 2016-11 Dispensing With The Requirement For Review Of The 2017 Street Improvement Project By The Planning Commission.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve Resolution 2016-11 Dispensing With The Requirement For Review Of The 2017 Street Improvement Project By The Planning Commission.

RESOLUTION 2016- 11  
DISPENSING WITH THE REQUIREMENT FOR REVIEW OF THE  
2017 STREET IMPROVEMENT PROJECT BY THE PLANNING COMMISSION

WHEREAS, the City of Paynesville has adopted a Comprehensive Plan; and

WHEREAS, Minnesota Statute §462.356 requires that after a Comprehensive Plan has been adopted, that no capital improvement may proceed without written findings as to the compliance of the proposed improvement with the Comprehensive Plan from the Planning Commission unless the governing body, by Resolution adopted by a two-thirds majority vote, dispenses with the requirement; and

WHEREAS, the 2017 Street Improvement Project is a capital improvement project which involves the reconstruction of one existing street and the replacement of services that are already existing in that street, the only addition being to add sidewalk or a paved walking trail adjacent to the improved street. The remainder of the project involves the milling and re-surfacing of existing streets; and

WHEREAS, as said project is confined primarily to the reconstruction of existing infrastructure and the resurfacing of existing streets, the City Council finds that this project has no relationship to the Comprehensive Plan and does not substantially change existing utilities within the City of Paynesville.

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

That the City of Paynesville hereby dispenses with the requirement that the capital improvement project known as the 2017 Street Improvement Project be subjected to the review of the Planning Commission.

SS

Adopted by the City Council this 11<sup>th</sup> day of April, 2016.

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Jeff Thompson, Mayor

ATTEST:

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Renee Eckerly, City Administrator

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – E

**ITEM DESCRIPTION:** Compost Site

Prepared by: Staff

**COMMENTS:**

Ron Mergen will give a report on the Compost Site. Please review the attached proposal documents.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to \_\_\_\_\_.

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**Compost Proposal**

	Installation Costs	Monthly operational cost	
<b>Electrial to the Compost Site</b>			
1. Xcel Energy	\$29,981.33		\$20.00
2. Bring power from Pivot 12 Precision Electric	\$21,845.00		
<b>Electronic Gate</b>			
1. Town & Country Fence	New Gate \$3800.00		
2. Town & Country Fence	Includes 1000 prog. Codes \$9800.00		
3. Benboom fence	\$8,800.00		
<b>Card Reader system to Open &amp; Close the gate</b>			
Tyco Interated Security	includes 600 Cards		
1. Cell service	\$5,372.95	\$75.33 per month	
2. Internet service	\$4,873.79	\$42.58 per month	
<b>Video System</b>			
1. Tyco Interated Security	\$7,890.00	\$90.53 per month	
2. I Lids	includes 3 camera heads \$7580.00 plus \$1860.00 per month	\$310.00 per month	
	Solar powered		
	One unit only		
3. Central Mn Serurity	3 Cameras \$ 2775.00		
4. Swann NVR8 with monitor	Recommended By Rudy Veil		
	\$1,134.95		
	8 Cameras		

**Paynesville Area Compost  
Proposed Operational Changes**

The largest request or complaint from residents is the limited hours of operation, currently 6 to 8 hours per week. The other issue is the amount of debris that is left at the site.

Our proposal is as follow.

1. The site would be open daily from 8am to 8pm or dusk, whichever is earlier. The site will be opened by the Public Works Crew and closed by the Paynesville PD.
2. Surveillance will be conducted with three cameras placed to cover all incoming traffic where we can video an image of the vehicle, license plate and driver. A second and third camera would be set to monitor the drops sites of compost and the brush pile. The surveillance system is estimated to be \$2775.00
3. Option, we could install an electronic gate system and issue everyone a card to swipe, however the electronic gate is approximately \$8,000.00 and the card reader system will be another \$4,000.00 plus monthly operational costs.
4. To cover the cost of installation and operation the City would add a \$     fee onto all utility bills and would anticipate that cost to be split with the Twp. On a 62% - 38% cost share.
5. Estimated start date could be June or July 2016



**STATEMENT OF WORK REQUESTED  
BY COUNTY, CITY, TOWN OR TOWNSHIP  
FOR PROJECTS WITH ESTIMATED  
CONSTRUCTION COSTS OVER \$25,000**

**DATE:** February 15, 2016  
**WORK REQUESTED BY:** City of Paynesville - Ron Mergen  
**WORK LOCATION:** City Composte Site between old and new Highway 23 on CR 33  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**CONSISTING OF:**

**The following shall constitute the "Work" to be performed by Xcel Energy:**

The City of Paynesville requested pricing for overhead service to feed a composte site. Pricing includes extending overhead primary tap exisiting facillity from the north and extending 10 spans to their service entrance near the SE corner of property to existing driveway entr

**Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ 29,981.33 ("Estimate").**  
**The estimate is compromised of the following major components:**

Component

Sub-estimate

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Total:

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The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the ("Statement"). The current estimate for the Work is (\$ 29,981.33 ) which is fifty (50) percent of the Estimate ("Down Payment").

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from request of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon Completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471-425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

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This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$ 14,990.66 is hereby acknowledged on behalf of Xcel Energy.

Northern States Power Company  
a Minnesota corporation ("Xcel Energy")

[Municipality]

Riley Beckman  
Print Full Name and Title

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Print Full Name and Title (if applicable)

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Signature

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Signature of Authorized Representative

Address: 3515 3rd St N  
Saint Cloud, MN 56303

Address:

Phone: 320-656-2428

Phone:

E-mail: [riley.beckman@xcelenergy.com](mailto:riley.beckman@xcelenergy.com)

E-mail:

Xcel Energy Work Order # \_\_\_\_\_

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Precision Electric, Inc.

**Precision Electric, Inc.  
18521 County Rd. 130  
Paynesville, MN 56362  
(320) 243-3414**

4/1/2016

**City Of Paynesville Power To Compost Sight**

**Supply & Install Wire, Wiring Devices, Transformer &  
Associated Devices As Per Customer Spec**

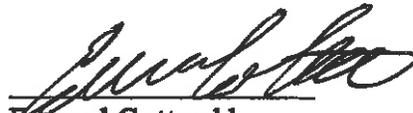
**Trench From Center Pivot To NE Corner Of Property. Install  
Disconnect & Transformer. Provide 120-240v Panel With 110v  
Convince Recp. Wire Customer Supplied Signage.**

**Trench From 120-240v Service To Entrance Shed. Supply Convince  
110v Recp, Wire Customer Supplied Gate Equipment. Supply And Install  
1 LED Wall Pack On Shed**

**Bid Includes State Of MN Inspection & Permit Fees**

**Bid Total \$21845 & 00/100 Dollars**

Precision Electric, Inc.

  
Edward Gottwald

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**ESTIMATION WORKSHEET**

8511 Xylon Avenue North • Brooklyn Park, MN 55445-1820  
Office (763) 425-5050 Fax (763) 425-9006

www.tcfence.com



**CUSTOMER INFORMATION**

Name: City of Paynesville  
Address: 221 Washburne Avenue  
City: Paynesville, MN. 56362

Salesperson: JEFF BECKER  
Date of Contact: 04-06-16  
Date of Quote: 04-06-16  
Date to Install: \_\_\_\_\_  
Terms: \_\_\_\_\_

Attention: Ron Mergen  
Fencing and gate project at Compost Site (Hwy 33)

**PRICES QUOTED ARE GUARANTEED FOR 15 DAYS**

**Furnish and Install**

Remove and dispose of existing pipe frame swing gate and adjacent 4' tall woven wire fence.

Install 25 lf of new 48" tall galvanized chain link fence.  
1 ea. 16' wide x 4' tall chain link fence cantilever slide gate with nylon rollers and latch catch  
2 ea. 4" gate roller posts  
3 ea. 3" terminal posts  
Fence will have 2 1/2" line posts, 1 5/8" top rail, and 2" 9 gauge 4' galvanized fabric. Same fabric will be installed on the entire length of gate.  
All posts concrete set  
**Total = \$3,800.00**

Operator package  
1 ea. SL 595 1 H.P. 3 phase slid gate operator (Chain driven)  
1 ea. Thru Beam photo eyes across opening (safety)  
1 ea. Gate edge at front of gate (safety)  
2 ea. Keypads on gooseneck stands. Programmable to 1000 codes (one for entrance, one for exit)

**Total = \$9,800.00**  
**Option with two card prox readers (1-entry and 1-exit) verses two keypads = \$11,950.00**  
**Includes 600 cards. Additional cards are sold in minimum quantity of 50 ea @ \$3.25 per ea. = \$162.50**

Note:  
**All electrical and control wiring by others (i.e. power to unit, conduit to both keypad locations, and conduit across drive for photo eye low voltage).**

Thank you for the opportunity to provide you fence costs for this project. If you have any questions concerning our bid, please do not hesitate to call.

Sincerely Yours, Jeff Becker. TCFence

*Thanks! Jeff Becker*

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BEMBOOM'S FENCE  
 907 15 AVE S.E.  
 ST. CLOUD MN 56301  
 320-255-8929 / FAX: 320-202-0781

DATE	11/18/15
HOME PHONE #	
CELL PHONE #	250-6349
FAX #	
ESTIMATOR	JIM BEMBOOM

CITY OF PAYNESVILLE MN

[ron@paynesvillemn.com](mailto:ron@paynesvillemn.com)

TOTAL PRICE	\$8,800.00
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**Priced with current insurance. (Certificate attached) Cost of extra insurance requirements will change price.**

**Bid for spring of 2016**

Price to install one 3/4 H.P. operator with post and hardware, on existing 6' high chain link fence gate. Operator to have winter package, two detectors, two in gravel installation and two safety edges on gate. Entry pad system to be done by others, not included in price. All electrical to be done by others, not included in price.

CUSTOMER HEREBY AUTHORIZES BEMBOOM'S FENCE TO INSTALL SAID MATERIALS ON SAID PROPERTY AS PROVIDED HEREIN & TO PAY BEMBOOM'S FENCE HIS CHARGE FOR SAID MATERIAL & INSTALLATION UPON COMPLETION. CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR THE LOCATION OF THE LINE UPON WHICH SAID FENCE MATERIALS ARE TO BE INSTALLED. BEMBOOM'S FENCE WILL NOT BE HELD LIABLE FOR PROPERTY LINES, PRIVATE UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO SPRINKLER SYSTEMS, SEPTIC SYSTEMS, ELECTRICAL, GAS, TV, PHONE CABLES AND PET CONTAINMENT SYSTEMS. BEMBOOM'S FENCE RESERVE THE RIGHT TO REVISE THIS QUOTATION IF NOT EXCEPTED WITHIN 10 DAYS. CUSTOMER IS RESPONSIBLE TO ATTAIN AND PURCHASE ALL PERMITS REQUIRED FOR SAID FENCE.

PLEASE SIGN AND RETURN  
 ONE COPY IF YOU DECIDE  
 TO ACCEPT THIS CONTRACT.

DATE \_\_\_\_\_

CUSTOMER'S SIGNATURE \_\_\_\_\_

CONTRACTOR'S SIGNATURE \_\_\_\_\_

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City of Paynesville  
221 Washburn  
Paynesville, MN 56362  
Estimate Name: City of Paynesville CCTV

## BILL OF MATERIALS FOR City of Paynesville

### City of Paynesville CCTV System

QTY	PRODUCT CODE	DESCRIPTION
1	VMA-AS1-8P4	HD VIDEO APPLIANCE 8-PORT 4TB UNIT WITH ACC CORE 8-CH LICENSE
3	3.0W-H3-BO1-IR	3.0 MEGAPIXEL WDR 3-9MM F/1.2 P-IRIS LENS INTERGRATED IR
1	CDW Part: 2124292	Keypad and Mouse
1	ADLCD17GB	17" LCD 1280x1024 Resolution, DVI-D, VGA, Audio

TYCO INTEGRATED SECURITY CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

Page 5 of 5

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City of Paynesville  
221 Washburn  
Paynesville, MN 56362  
Estimate Name: City of Paynesville CCTV

## PAYMENT OPTIONS Video System

### Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

**Installation Investment Package: \$ 7,890.82**  
**Total Monthly Payment Including Preferred Services: \$ 90.53/month**

\*Loans are made by an independent entity to qualified Tyco customers and are subject to completion of a credit application. Please contact your Tyco sales representative for further details. All terms subject to credit approval and availability, and are subject to change without notice. Certain restrictions may apply. Cannot be combined with any other financing offer.

The total monthly payment includes the Tyco IS Quality Service Plan. This plan covers the repair of a malfunctioning system with no additional charges.

TYCO INTEGRATED SECURITY CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

Page 3 of 5

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## SCOPE OF WORK FOR City of Paynesville

This proposal presented by Tyco is being provided at the request of City of Paynesville to successfully meet the specifications of the City of Paynesville CCTV Project at the 221 Washburn, Paynesville, MN 56362 location.

We propose to install and maintain a Video system which will consist of the following:

- System Operation:** Tyco IS will install a new 4 port 4TB appliance, monitor, keyboard and mouse in the guard shack at the compost site. Tyco IS will connect three 3MP day/night IR bullet cameras to the appliance. This appliance could be hooked up to the internet for remote viewing.
- Programming Info:** All cameras to record with motion 5 FPS
- Customer Expectations:** Tyco Technician to install during normal business hours, 8am-5pm. Tyco Technician to follow Scope of Work as indicated and report any changes to the Installation Manager and Sales Representative.
- Training Expectations:** Tyco Technician will train the customer at the completion of the install. All system users are to be present at the time of training (additional charges may apply for additional onsite training).
- Customer Responsibilities / Tyco Exclusions:** Provide power for the NVR and remove it from the unheated shack in the winter.

**Ron Mergen**

---

**From:** Tessa Wohletz <tessajay@msn.com>  
**Sent:** Thursday, February 25, 2016 1:24 PM  
**To:** Ron Mergen  
**Subject:** Updated Quote

Hi Ron,

Here is an updated quote for the camera system. All camera equipment comes with a 3 year warranty. Let us know if you have any further question. You can either email me or call Jason at 320-248-3053.

Thanks!

Tessa  
CMA, Inc.

**Camera System (Compost Site)**

1 DVR Recorder	\$920
3 HD IR Dome Cameras (\$310 each)	\$930
3 Wall mounting brackets (\$75 each)	\$225
1 8-Camera Power Supply	\$130
1 17" LED HD Monitor	\$520
Hardware & Wire	\$50

**Total \$2,775**

***"The videos prove the I-LIDS make a difference. People peer into the lens, look back at their boat, and inspect it. Needless to say they have a positive impact"***

**Steve Riley, Namakagon Lake Association**

***"The I-LIDS video quality is absolutely superb and can be paused easily in playback. People pay attention to the message and understand that cameras are needed to protect the lake from AIS."***

**Art Patterson, President, Ruth Lake District**

## **Automated AIS Inspection Proposal for Lake Washington**

Prepared by Environmental Sentry Protection, LLC October 12, 2015

### **Background**

Many remote sites such as trails, boat launches, gravel pits, and yard waste locations do not have active access control and it is expensive to staff them. The actions of visitors can range from a deviation from policy to outright theft and vandalism. Investing in expensive manpower may help part of the time, but the actions of people usually occur when there is no one there. Illicit actions from visitors may cause expense to a government entity or company. Being able to manage remote sites effectively, to ensure proper facility usage, without investing too much time and money onsite is the goal. Leveraging the Hawthorne effect which has been documented to show that people's behavior changes when they realize their actions are being observed is key to developing an effective solution. Capturing all activity that occurs at a site provides an efficient method of review as well as valuable evidence. Security camera technology has traditionally been used to provide such a tool. However its use has typically been indoors or where there is convenient access to networks.

### **Internet Location Installed Device Sensor (I-LIDS)**

The I-LIDS is a tool that fills a need for a remote, hardened camera that provides access to users. It is a self-contained, solar powered system that provides video capture and remote inspection of a site's activities. It has the option to provide audio education and instructions to users. The system detects movement which triggers the capture of images which are then uploaded through a 3G/4G modem to a remote server. The server processes these images into a video clip which is date/time stamped on a remote server for authorized users to view. At the same time motion is detected, an audio message is played reminding boaters to inspect for AIS prior to launch and after pull-out. The I-LIDS is mounted to a foundation with keyed bolts in the spring and is removed in the fall. It is designed to be tamper resistant with impact resistant glass, keyed bolts, and a hardened enclosure. It offers an ongoing presence of more than 2500 hours of inspection per site to improve behaviors and reduce the risk of (AIS) infestation. Users access statistical, identification, and video information of launch events through the website within an hour after the event. I-LIDS videos have been used as evidence by law enforcement to issue citations to boaters launching weeds. In use by lake associations for over 8 years, it has been shown to be an effective tool in changing boater behaviors through its presence and the dramatic reduction of weeds being seen launched.

### **Scope**

The project scope will consist of implementing an Internet Landing Installed Device Sensor (I-LIDS) automated boat inspection systems at designated sites. The I-LIDS includes: footing, housing, antenna mast, sign, video camera, batteries, wireless capability, solar panel/controller, audio circuit/speaker, and optional LED light. Wireless cellular networks (3G/4G) will be utilized to upload videos and remotely manage the distributed inspection.



People will dump their trash wherever they can...

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**ESP will:**

- Develop site plans and submit necessary paperwork for permissions to install at specified locations
- Design, manufacture, test, install, and remotely maintain I-LIDS units at agreed sites
- Install additional footings as specified for optional platforms
- Configure and maintain network between I-LIDS and remote servers
- Provide server resources for image storage, processing, graphical user interface
- Review subset of videos captured from I-LIDS, document events, identify suspect violations
- Provide access rights for users to review launch transactions
- Provide a training session for I-LIDS movement or repair and review of videos
- Work with Customer to support remote video review and management of the I-LIDS

**Customer agrees to:**

- Compensate ESP as agreed to in pricing section and contract.
- Remove I-LIDS housing and electronics for storage by November 30 each season
- Provide a qualified technical person who would be key point of contact for moving I-LIDS
- Provide resources for video review
- Optionally provide insurance coverage for I-LIDS replacement or repair
- Use of Verizon 3G service for wireless connection
- Provide prompt notification to ESP regarding any issues relating to the I-LIDS system

**Assumptions**

1. 3G network service is available from Verizon
2. ESP will have an opportunity to visit each site prior to installation with a local contact

**Success Criteria**

The success criteria for this pilot project are identified to be:

1. Installation of the I-LIDS devices at agreed upon sites
2. Capture of usage videos
3. Clarity in video capture
4. Remote storage and availability of video images
5. Detection of vehicles moving in proximity to the I-LIDS

**Program Goals/Objectives**

1. Greater understanding of user activity
  - o Measure peak traffic periods
2. Better utilization of resources
  - o Staffing during peak periods
  - o Portable I-LIDS, 24x7 monitoring
3. Develop greater user compliance
  - o Recorded messages
  - o Sign
4. Change site behaviors
  - o Audio education and video inspection at point of use
  - o Followup on suspect violations by sheriff or CO
5. Consequences and Rewards
  - o Foreward suspect violations to county for review
  - o Warning/Citation/Incentive



## Installation

The I-LIDS will utilize solar power, wireless transmission, remote management, and a secured helical pier foundation to simplify installation. The sign is typically mounted to the I-LIDS mast with the solar panel and wireless antenna at the top of the mast. Several steps are involved in implementing the I-LIDS:

1. A site layout and plan must be approved by the LGU managing the site (e.g. DNR, township).
2. Verizon 3G data service should be available and can be tested ahead of time.
3. Ensuring that the location where the foundation would be established is sand or clay and that no concrete or pavement or boulders would present an obstacle to establishing the foundation. If there is large aggregate present for instance at a DNR established ramp, then an extra expense would apply since a 14"D hole would have to manually dug to a depth of 36" and concrete poured.
4. The area would have to be marked for utilities by county to ensure no underground electric is present.
5. A helical pier footing would be screwed into the ground.
6. The I-LIDS would mount to the top of this pier using secure bolts that are keyed.

As an option, if electricity is available as an outlet in a utility box that is 14"x12" then an underground line could be run to the unit.

## Network considerations

The I-LIDS requires that network service be available through a standalone Verizon 3G/4G modem service. In the event this is not available, a Wireless Access Point can be installed into an existing DSL subscriber cabin. The costs may be greater for utilizing a local DSL host due to setup and management of issues that arise w/ changes residents make to their network. There are numerous benefits associated with 4G:

- No impact to residents by having to run an ethernet cable into their residence and install a radio on the outside
- Greater reliability to the network by eliminating resident changes to network
- Portability of the I-LIDS to different locations
- No funding for reimbursement of DSL expense to resident
- No lightning impact to resident



**2016 I-LIDS Costs**

The following table shows the costs for this project and discount relevant to the number of I-LIDS being procured.

Description	Unit Cost	Qty	2016	2017	2018
<b>Initial Costs</b>					
I-LIDS (housing, electronics, mast, sign, solar panel/controller, batteries)	6500	1	6500	0	0
Audio message	400	1	400		
Per site plan design and permit application	200	1	200		
Installation of I-LIDS (est 4-10 hours)	480	1	480		
<b>Subtotal</b>			<b>7580</b>	<b>0</b>	
<b>Total Initial Costs</b>			<b>7580</b>	<b>0</b>	<b>0</b>
<b>Operational Costs</b>					
Monthly I-LIDS Operation (Video storage, Website access, remote maintenance, network monitoring, 200 video/ month review)	250	6	1500	1500	1500
Maximum Monthly Networking Cost for Verizon 3G (5GB/month)	60	6	360	360	360
<b>Total Seasonal Operational Costs for 1 Unit</b>			<b>1860</b>	<b>1860</b>	<b>1860</b>
<b>Total Due</b>			<b>9440</b>	<b>1860</b>	<b>1860</b>

**Conditions:**

- 1/2 of initial costs due with signed agreement. Balance of initial costs due at installation.
- Installation costs may vary based on effort at each site
- All sites must have approved permits from LGU or DNR prior to installation
- Travel expenses after initial installation are billable
- Assumes customer will uninstall and reinstall each year.

**Agreed to:**

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Environmental Sentry Protection, LLC

\_\_\_\_\_  
Date



City of Paynesville  
221 Washburn  
Paynesville, MN 56362  
Estimate Name: City of Paynesville Access

## PAYMENT OPTIONS Access Proposal

### Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: **\$ 5,372.95**  
Total Monthly Payment Including Preferred Services: **\$ 75.33/month**

\*Loans are made by an independent entity to qualified Tyco customers and are subject to completion of a credit application. Please contact your Tyco sales representative for further details. All terms subject to credit approval and availability, and are subject to change without notice. Certain restrictions may apply. Cannot be combined with any other financing offer.

The total monthly payment includes cellular service to allow hosting of the access control database, hosting of the access control database and the Tyco IS Quality Service Plan. This plan covers the repair of a malfunctioning system with no additional charges.

### If internet service is provided at the guard shack:

Installation Investment Package: **\$ 4,873.79**  
Total Monthly Payment Including Preferred Services: **\$ 42.58/month**



## SCOPE OF WORK FOR City of Paynesville

This proposal presented by Tyco is being provided at the request of City of Paynesville to successfully meet the specifications of the City of Paynesville Access Project at the 221 Washburn, Paynesville, MN 56362 location.

We propose to install and maintain an Access system which will consist of the following:

- System Operation:** Tyco IS will install a Brivo IPDC controller and cellular router in a heated enclosure in the guard shack. Tyco IS will install a long range HID reader in the customer provided pedestal at the gate. This system will allow remote management with no additional internet infrastructure. 600 cards are included in this proposal.
- Customer Expectations:** Tyco Technician to install during normal business hours, 8am-5pm. Tyco Technician to follow Scope of Work as indicated and report any changes to the Installation Manager and Sales Representative.
- Training Expectations:** Tyco Technician will train the customer at the completion of the install. All system users are to be present at the time of training (additional charges may apply for additional onsite training).
- Customer Responsibilities / Tyco Exclusions:** The customer will provide a gate with inputs and a pedestal to mount the reader to. The customer will pull 18/6 from the reader to the shack and 18/2 from the shack to the gate control.



City of Paynesville  
 221 Washburn  
 Paynesville, MN 56362  
 Estimate Name: City of Paynesville Access

**BILL OF MATERIALS FOR City of Paynesville**

**City of Paynesville Access System**

QTY	PRODUCT CODE	DESCRIPTION
1	B9	Hosted Access Service PROVIDED
1	12	Brivo Cellular Services PROVIDED
1	B-OA-CNR04-VZ	CELLULAR NETWORK ROUTER - 4G EVDO FOR VERIZON M2M NETWORK. NO WIFI. INCLUDES
1	ACSIPDC1E	IP DOOR CONTROLLER FOR WEBSERVICE LICENSED FOR ONE READER
1	5375AGN00	MaxiProx Wiegand, Gray, Terminal
1	AL175UL	Altronix UL Listed Power Supply (for IEI KP)
1	Hoffman Box	Heated Enclosure
600	1326LMSMV-37	ProxCard I, White Matte Fin.,Seq.Mchg.Nbr.Vert.Slot,37 bit (Minimum Qty 100, Increment Qty 100)

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2 options from \$49<sup>99</sup> Save up to \$40<sup>00</sup>



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Home / Surveillance / Surveillance Video / Surveillance Kits / Swann NVR8-7300

# Swann NVR8-7300 8-Channel NVR with 2TB HDD and 8 3MP Network Cameras

B&H # SWNVK873008U • MFR # SWNVK-873008-US



Authorized Dealer

**IN STOCK**

Order **Now** to ship **Tomorrow** ⓘ

**Free Expedited Shipping**



### PRODUCT HIGHLIGHTS

- NVR with Preinstalled 2TB HDD
- 3MP/2048x1536 at 4:3 Resolution
- H.264 Video Compression
- Up to 1080p Display Resolution
- VGA/HDMI Video Outputs
- 8 Day/Night IP Cameras Included
- Night Vision Up to 100'
- Captures Audio Up to 16'
- Free Remote Viewing via Android/iOS App
- Power-over-Ethernet Camera Operation

Show less

★★★★☆ Reviews 6

Q&A 17

Price: \$1,329.95

Instant Savings: \$300.00

You Pay: **\$1,029.95**

QTY

Add to Cart

Add to Wish List

Questions? Ask our experts:

800.606.6969 [Live Chat](#)



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SPECS



IN THE BOX



REVIEWS 6



ACCESSORIES



Q&A 17

Go To ▾

NVR

**Video Input** 8 channels

**Video Outputs** 1 x VGA  
1 x HDMI

### Recommended Accessories

#### Monitors

[See More >](#)

Verify the video feed or check recorded video on a monitor.



**ASUS - VE228H 21.5"**  
Widescreen LED Backlit LCD Monitor

<b>Display Resolution</b>	Up to 1080p
<b>Audio Input</b>	8 x via Ethernet integrated with cameras
<b>Audio Output</b>	1 x RCA
<b>Video Compression</b>	H.264
<b>Recording Modes</b>	Manual / Motion / Schedule
<b>Recording Resolution</b>	3MP / 2048 x 1536 at 4:3 / 2304 x 1296 at 16:9
<b>Playback Speed</b>	Real-time frame rate up to 30 / 25 fps
<b>HDD</b>	Preinstalled 2TB
<b>Storage Capacity</b>	Up to 6TB; (Internal: 1 x 3TB and External: 1 x 3TB via eSATA)
<b>Network Connection</b>	SwannLink 'Peer-to-Peer'
<b>Ethernet Interface</b>	1 x RJ45
<b>USB Ports</b>	2 x USB 2.0
<b>eSATA Port</b>	1
<b>Operating Power</b>	48 VDC
<b>Supported Operating Systems</b>	Windows / Mac OS X
<b>Internet Viewing</b>	SwannView Link
<b>Supported Mobile Devices</b>	iOS, Android, 3G/4G smartphones and tablets
<b>Dimensions (WxDxH)</b>	10 x 9 x 2" (255 x 230 x 51 mm)

**Camera**

<b>Resolution</b>	3MP / 2048 x 1536 at 4:3 / 2304 x 1296 at 16:9
<b>Viewing Angle</b>	80°
<b>Backlight Compensation</b>	Yes
<b>Wide Dynamic Range</b>	Yes
<b>Audio Range</b>	Up to 16' (5 m)
<b>IR Cut Filter</b>	Yes
<b>Night Vision Range</b>	Up to 100' (30 m)
<b>Operating Temperature</b>	-4 to 122°F (-20 to 50°C)
<b>Weatherproof Rating</b>	IP66 <i>100% waterproof</i>
<b>Operating Power</b>	Power-over-Ethernet (PoE); 12 VDC (optional)
<b>Construction Material</b>	Aluminum

**You Pay: \$105.00**  
 + Wish List Add to Cart

**Media Cards & USB Storage** See More >

Back up your video footage with memory cards and storage devices.



**Lexar - 64GB JumpDrive S75 USB 3.0 Flash Drive (Green)**

**You Pay: \$19.95**

+ Wish List Add to Cart

**Power** See More >

Protect your system from power surges and outages.



**Monster Power - Outlets To Go Power Strip - 4 Outlets (Black)**

Reg. Price: \$19.95  
 Instant Savings: \$5.00

**You Pay: \$14.95**

Limited supply at this price

+ Wish List Add to Cart

**Cables & Cable Management** See More >

Connect your cameras to a network and sort them efficiently with high-grade cable.



**Pearstone - Cat5e Bulk Cable - 1000' Pull Box (Black)**

**You Pay: \$68.95**

+ Wish List Add to Cart

**Tools** See More >

DIY tools for installation.



**TRENDnet - Professional RJ-11 / RJ-12 / RJ-45 Crimp / Cut / Strip Tool**

**You Pay: \$14.95**

+ Wish List Add to Cart



**Platinum Tools - 100007 EZ-RJPRO HD Convenience Pack**

**You Pay: \$101.96**

+ Wish List Add to Cart

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**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – F

**ITEM DESCRIPTION:** Purchase of Holiday Lights

Prepared by: Staff

**COMMENTS:**

Renee Eckerly will give a verbal report. The Budget & Finance Committee recommends to purchase as many lights (bell – red, candle, and snowflake) as possible with the \$7,626.00 that is in the fund.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to purchase as many lights (bell – red, candle, and snowflake) as possible with the \$7,626.00 that is in the fund.

**MINUTES  
SPECIAL BUDGET & FINANCE COMMITTEE**

**FEBRUARY 9, 2016**

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

**Motion was made by Herzberg to approve the minutes from the May 11, 2015, September 1, 2015 and November 23, 2015 Budget & Finance Committee meetings (the October Park & Tree Board meeting minutes were put in the agenda by error). Seconded by Ludwig and unanimously carried.**

**ELECTION OF OFFICERS**

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

**MEETING SCHEDULE**

It was consented to keep the Budget & Finance Committee meetings on the 1<sup>st</sup> Tuesday of each month at 4:45 p.m.

**LIBRARY FURNITURE**

It was noted that Kay McDaniel has two chairs that she is selling that may work for the Library. Eckerly will check with the Library if three office chairs from City Hall would work at the new computer bench by the windows.

**Motion was made by LaBeau to purchase the table for the Library in the amount of \$70.00 and recommend such to the City Council. Seconded by Ludwig and unanimously carried.**

**AFTER PROM DONATION REQUEST**

Ludwig reported that the City donated in 2010, 2013, and 2014. It was removed from the budget in 2015. The Committee discussed donating and felt there are other avenues for them to raise the money.

**HOLIDAY LIGHTS**

Eckerly reported that there is \$12,700.00 in the fund for new lights. The Committee discussed white snowflakes, red bells, and candles. The current lights are 5' in height. The Committee suggested a variety of bulb colors and a new shape for the snowflakes. The Committee further discussed a street crossing of "Christmas". The old lights would be sold.

**Motion was made by LaBeau to purchase as many lights (bell – red, candle, and snowflake) as possible with the \$12,700.00 that is in the fund and recommend such to the City Council. Seconded by Herzberg and unanimously carried.**

Mergen suggested looking into Display Sales for a quote also. It was suggested to make sure that these new lights would work on new decorative light poles.

### **SPLASH PAD – FUNDRAISING UPDATE**

The Splash Pad has raised \$12,000.00 and needs an additional \$8,000.00. The Committee discussed options to raise the money. Mergen will follow up with Mastermark Plastics on a deck that could be auctioned off at the wine event.

### **COMPOST SITE**

Mergen reported on a new automated system for access. Mergen has looked into solar power with two different companies. Solar power would work for the cameras, but not for the gates. The Committee discussed solar power with a transfer switch for a generator.

County SCORE funds are a possibility. Mergen will need to file an application by mid-March. Jeff Thompson has suggested that if power is installed it would be possible to put up a billboard and take the lease money to help pay for the project. Mergen reported that this system would not be available for use this year because installation would happen over this summer. It was suggested to put a \$10.00 fee on all water bills and issue everyone a card and charge the township residents \$15.00.

### **NEXT MEETING**

The next meeting is scheduled for Tuesday, April 5, 2016 at 4:45 p.m.

There being no further business, the meeting was adjourned at 6:45 p.m.

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – G

**ITEM DESCRIPTION:** BCA – Joint Powers Agreement & Subscriber Agreement For Prosecuting Attorney

Prepared by: Staff

### **COMMENTS:**

City Attorney, Bill Spooner will give a verbal report. Please review the attached State of Minnesota Joint Powers Agreement Authorized Agency and Court Data Services Subscriber Amendment To CJDN Subscriber Agreement.

### **ADMINISTRATOR COMMENTS:**

### **COMMITTEE/COUNCIL ACTION:**

Motion to approve the State of Minnesota Joint Powers Agreement Authorized Agency and Court Data Services Subscriber Amendment To CJDN Subscriber Agreement.

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# **SPOONER & GLENZ LAW OFFICES, PLLC**

**Attorneys at Law**

113 Washburne Avenue  
Paynesville, MN 56362

*William Spooner*

Telephone (320) 243-3748

*Eric J. Glenz*

Fax (320) 243-7084

March 24, 2016

Email: [office@spoonerglenz.com](mailto:office@spoonerglenz.com)

MAR 28 2016

MS RENEE ECKERLY  
CITY ADMINISTRATOR  
221 WASHBURNE AVE  
PAYNESVILLE MN 56362

## **RE: Joint Powers Agreement**

Renee:

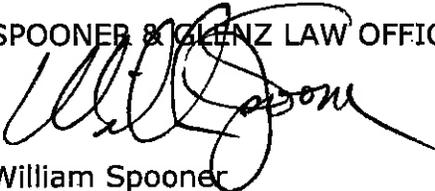
The State has accepted the Resolution that the Council adopted back on March 14<sup>th</sup>, Resolution 2016-05, as being an authorization for the signing of Joint Powers Agreements involving both the police department and the city attorney's office for the City of Paynesville.

For some reason the Joint Powers Agreement and the Subscriber Agreement, unlike the Resolution, were done separately, so I am enclosing a copy of the Joint Powers Agreement and the Court Data Services Subscriber Agreement for the city attorney's office, both of which need to be signed. On the Joint Powers Agreement form I would suggest that were it says "Agency", you print City of Paynesville and then that would be signed by Jeff Thompson as Mayor, dated and signed by yourself as City Administrator and dated, and that exactly the same thing be done on Page 10 on the Subscriber Agreement.

With this letter I am enclosing a copy of correspondence that accompanied this by email from the BCA asking that they be scanned and emailed back to her. I am certainly happy to do those from my office, but I will defer to you on that.

Sincerely,

SPOONER & GLENZ LAW OFFICES, PLLC



William Spooner

WS:jmh

Enc.

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# FW: E-Charging - Paynesville Prosecuting Attorney Master JPA and Court Amendment

Roatch, Karen (DPS) <karen.a.roatch@state.mn.us>

Thu 3/24/2016 11:05 AM

To: Bill Spooner <bill@spoonerglenz.com>;

📎 3 attachments (863 KB)

RESOLUTION.pdf; Paynesville Pros Atty Master JPA.DOC; Paynesville Pros Atty Court Amendment.doc;

Hi Bill:

Per my email below, the attached Master JPA and Court Amendment documents have already been approved per the attached resolution.

Please have both documents signed by Paynesville's Mayor and City Administrator, then scan/email back to me for execution.

Feel free to call me if you have any questions.

Thanks,  
Karen

**KAREN A. ROATCH | BUSINESS SHARED SERVICES**



[[bca.dps.mn.gov](http://bca.dps.mn.gov)] BUREAU OF CRIMINAL APPREHENSION

1430 MARYLAND AVENUE EAST, ST. PAUL, MN 55106

651-793-2734 | [karen.a.roatch@state.mn.us](mailto:karen.a.roatch@state.mn.us)

---

**From:** Roatch, Karen (DPS)  
**Sent:** Wednesday, March 16, 2016 3:45 PM  
**To:** 'bill@spoonerglenz.com'  
**Subject:** FW: E-Charging

Hi Bill,

The attached resolution will be just fine for the agreements needed for Paynesville Prosecuting Attorney. I will name you as the Authorized Representative in the JPA, to match paragraph 3 of the resolution. The city council already approved the JPA for the Police Department and the Prosecuting Attorney by executing the attached resolution, so you will just need to have the JPA and the Court Amendment documents signed by the Mayor and City Administrator – they will not need to go in front of the city council for action.

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I will get those agreements out to you soon. Once you receive them, you can give me a call if you have any questions.

Thank you,  
Karen

KAREN A. ROATCH | BUSINESS SHARED SERVICES



[[bca.dps.mn.gov](http://bca.dps.mn.gov)] BUREAU OF CRIMINAL APPREHENSION

1430 MARYLAND AVENUE EAST, ST. PAUL, MN 55106

651-793-2734 | [karen.a.roatch@state.mn.us](mailto:karen.a.roatch@state.mn.us)

---

**From:** Therkelsen, Kent (DPS)  
**Sent:** Wednesday, March 16, 2016 3:34 PM  
**To:** Roatch, Karen (DPS)  
**Cc:** [bill@spoonerglenz.com](mailto:bill@spoonerglenz.com)  
**Subject:** FW: E-Charging

Karen,

Here is the resolution that I referenced in the earlier email. Can you advise Bill on whether or not additional agreements are needed?

Bill: Even without a local PD, the local prosecutor would have an ORI if they submit complaints to the court. We do have many counties where the County Attorney handles all non-felony complaints by statute and submit under the County Attorney ORI. For the code violations your office processes we will need a distinct ORI for each office. Part of this is that the ORI is the Court's need to determine fine distributions.

Kent

KENT THERKELSEN | PRODUCT MANAGER



[[bca.dps.mn.gov](http://bca.dps.mn.gov)] BUREAU OF CRIMINAL APPREHENSION

1430 MARYLAND AVENUE EAST, ST. PAUL, MN 55106

651-793-2446 (w) 651-793- 2402 (F) | [kent.therkelsen@state.mn.us](mailto:kent.therkelsen@state.mn.us)

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**From:** Spooner & Glenz [<mailto:jen@spoonerglenz.com>]  
**Sent:** Wednesday, March 16, 2016 3:29 PM  
**To:** Therkelsen, Kent (DPS)  
**Subject:** E-Charging

Dear Mr. Therkelsen:

Attached is the Resolution that was passed by the Paynesville City Council on March 14th, which addresses both the Paynesville Police Department and the City Attorney's office.

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I note in your email to me you mention that Paynesville and Belgrade are the only two (2) with ORIs assigned.

Paynesville and Belgrade are the only cities in that list that have their own police departments. All the cities, except Paynesville, have their prosecutions handled pursuant to state statute by the county attorney's office, unless they are ordinance violations, and only in those instances am I involved with their criminal prosecutions.

Let me know if this Resolution is acceptable.

*William Spooner*  
**SPOONER & GLENZ LAW OFFICES, PLLC**  
*113 Washburne Avenue*  
*Paynesville, MN 56362*  
*Office: (320) 243-3748*  
*Email: [office@spoonerglenz.com](mailto:office@spoonerglenz.com)*

# RE: E-Charging - Authorized Representative

Roatch, Karen (DPS) <karen.a.roatch@state.mn.us>

Thu 3/24/2016 11:17 AM

To: Bill Spooner <bill@spoonerglenz.com>;

Hi Bill:

I've checked with our Contracts Manager regarding the Authorized Representative...

We will be naming Janelle Kendall as the Authorized Representative on the JPAs for Belgrade, Roscoe, Springhill, Lake Henry, Greenwald, and Meier Grove Prosecuting Attorney. This will not impact your ability to access and file documents in eCharging; you will still be able to do everything you need to do.

Angela Sanchez will send out the JPA and Court Amendment documents via email – one email per agency. Each email will also have a draft Resolution template attached which you will need to complete and present to the respective city councils for action. In Paragraph 2 of the Resolution, be sure to name Janelle Kendall as the Authorized Representative on each of those Resolutions, as they need to match the Authorized Representative named in the JPA for each agency.

Typically, the Mayor and the City Clerk are named in paragraph 3 of the Resolution, as the individuals authorized to sign the JPAs. Therefore, they will be signing the JPA and Court Amendment for their agency; Janelle Kendall will not sign any JPAs or Court Amendments.

Once you receive the documents, feel free to contact me if you have any questions.

Thank you,  
Karen

**KAREN A. ROATCH | BUSINESS SHARED SERVICES**



[[bca.dps.mn.gov](http://bca.dps.mn.gov)] BUREAU OF CRIMINAL APPREHENSION

1430 MARYLAND AVENUE EAST, ST. PAUL, MN 55106

651-793-2734 | [karen.a.roatch@state.mn.us](mailto:karen.a.roatch@state.mn.us)

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**From:** Bill Spooner [mailto:[bill@spoonerglenz.com](mailto:bill@spoonerglenz.com)]  
**Sent:** Wednesday, March 23, 2016 1:33 PM  
**To:** Roatch, Karen (DPS)  
**Subject:** Re: E-Charging

For all entities except Paynesville the County Attorney prosecutes all violations except Ordinance violations which I am responsible for. I do not know what is best but I need to be able to file a long

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form complaint for an Ordinance violation if a defendant demands one. The County Attorney is not responsible for that.

For Paynesville I do both Ordinances and misdemeanors as well as specific gross misdemeanors delegated to city attorneys by statute.

I do not know the answer to your question and I think it would be very unusual to need to do a long form complaint on an ordinance matter but it could happen so I believe I need to be able to file. Therefore whatever is needed to allow this. It seems to me that both my office and the County Attorney are representatives of these jurisdictions for different purposes, prosecution of state statute violations and ordinance violations respectively.

William Spooner  
Spooner & Glenz Law Offices, PLLC  
113 Washburne Ave  
Paynesville, MN 56362  
(320) 243-3748

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**From:** Roatch, Karen (DPS) <[karen.a.roatch@state.mn.us](mailto:karen.a.roatch@state.mn.us)>  
**Sent:** Wednesday, March 23, 2016 1:21 PM  
**To:** Bill Spooner  
**Subject:** FW: E-Charging

Hi Bill:

Based on your email message below, should I be naming County Attorney Janelle Kendall or you as the Authorized Representative on the agreements for Belgrade, Roscoe, Springhill, Lake Henry, Greenwald, and Meier Grove? We will be naming you for Paynesville, per the attached resolution.

Please let me know.

Thank you,  
Karen

KAREN A. ROATCH | BUSINESS SHARED SERVICES



[[bca.dps.mn.gov](http://bca.dps.mn.gov)][[bca.dps.mn.gov](http://bca.dps.mn.gov)][[bca.dps.mn.gov](http://bca.dps.mn.gov)] BUREAU OF CRIMINAL APPREHENSION  
1430 MARYLAND AVENUE EAST, ST. PAUL, MN 55106

651-793-2734 | [karen.a.roatch@state.mn.us](mailto:karen.a.roatch@state.mn.us)

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**From:** Therkelsen, Kent (DPS)  
**Sent:** Wednesday, March 16, 2016 3:34 PM  
**To:** Roatch, Karen (DPS)  
**Cc:** [bill@spoonerglenz.com](mailto:bill@spoonerglenz.com)  
**Subject:** FW: E-Charging

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**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 Prosecuting Attorney ("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](mailto: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 understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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 William Spooner, City Attorney, 113 Washburne Avenue, Paynesville, MN 56362, (320) 243-3748, 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

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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: \_\_\_\_\_

## **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 Prosecuting Attorney ("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 107495, 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](http://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](http://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: (i) 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: \_\_\_\_\_

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – H

**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. Please review the attached application, Report & Recommendation, and Variance Determination.

### **ADMINISTRATOR COMMENTS:**

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

### **COMMITTEE/COUNCIL ACTION:**

Motion to approve/deny the Wendroth Variance.

105'

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

EXISTING USE OF PROPERTY:  
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.

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  
Rebecca M Wendroth

2-3-16  
2/3/16  
Date

All Property Owners Must Sign This Application

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 Public Hearing Date: 4.11.16 6:30pm

Board of Adjustment Set Public Hearing Date: 3.14.16  
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)

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 9 1/2' set back from south property line so I'm requesting a 20 1/2' variance.

CITY OF PAYNESVILLE

REC: 0004656 2/25/2016 10:21 AM  
PMT FROM ENT: 001  
REF: 0634

AMT: 10.0100 VARIANCE FEE  
VARIANCE MONTH  
VARIANCE FEES 250.0000

TENDERED	250.00	CHECK
APPLIED	250.00	
CHANGES	0.00	

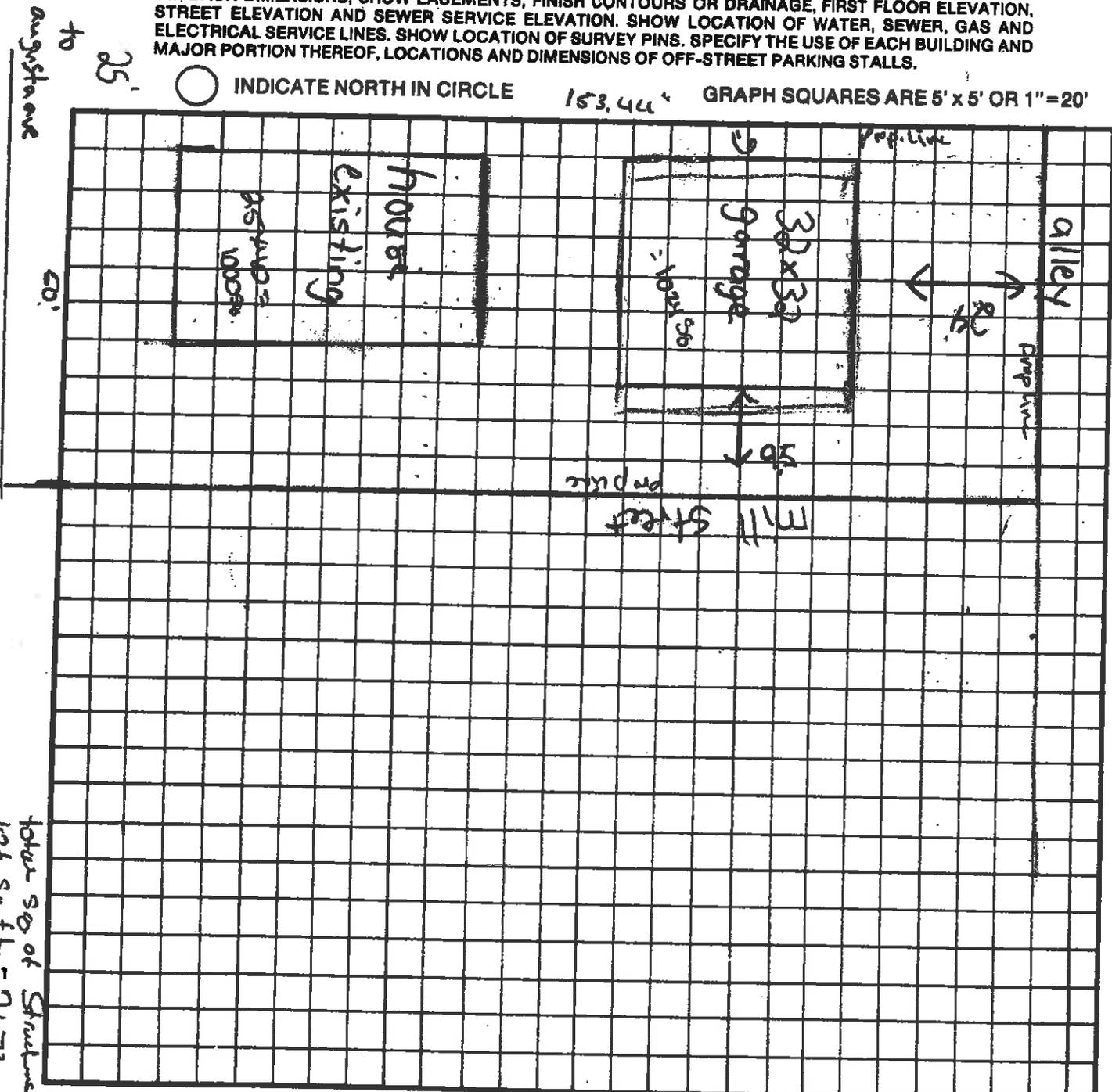
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**PLOT PLAN**  
**INSTRUCTIONS TO APPLICANT**

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  
25'  
60'  
Total Sq. of Structures = 2024  
Lot S.G. f.L. = 71,672 U.M.

PERMIT NO.	JOB ADDRESS
OWNER	

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.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT \_\_\_\_\_ (DATE) \_\_\_\_\_  
 SIGNATURE OF OWNER (IF OWNER BUILDER) *[Signature]* \_\_\_\_\_ (DATE) 2-3-16

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

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

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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

**VARIANCE DETERMINATION**

WHEREAS, the City Council of the City of Paynesville, acting as the Board of Adjustment, has received a recommendation from the Planning Commission with regard to a Variance request from Tyler Wendroth and Rebecca Wendroth, which Variance request was dated February 3, 2016; and

WHEREAS, the Planning Commission has recommended:

- \_\_\_\_\_ a) Approval of the requested Variance; or
- \_\_\_\_\_ b) Denial of the requested Variance; and

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

WHEREAS, a public hearing on the Variance application was held on April 11, 2016, at 6:30 p.m. at Paynesville City Hall, 221 Washburne Avenue, Paynesville, MN 56362;

NOW, THEREFORE, the Board of Adjustment makes the following:

## REPORT/FINDINGS

1. The property in question is located at 355 Augusta Avenue, Paynesville, MN 56362.
2. The property in question is zoned "R-1", Single & Two Family Residential District.
3. The property in question is Tax Parcel No. 70.38668.000, which parcel is legally described as follows, to-wit:  
  
*Lot 9, Block 2, Baitinger's Addition, Stearns County, Minnesota.*
4. The owners of the property described above are Tyler Wendroth and Rebecca Wendroth.
5. An appropriate application for Variance has been filed and the required fee has been paid.
6. The requested Variance seeks a modification of the setback requirement of Chapter 11, Section 11.10, Subd. 3(A), which provides in relevant part that all detached accessory buildings shall be set back a minimum of 30 feet from all street right-of-way lines. Specifically, the request is that the property owners be allowed to construct a 32' x 32' detached garage which would be accessed by motor vehicles from the alley to the rear of the property, and which 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 Chapter 11, Section 11.10, Subd. 3(A).

7. The Planning Commission has reviewed the request for a Variance and recommends that the request be:

\_\_\_\_\_ a) Granted; or

\_\_\_\_\_ b) Denied.

8. That notice of the public hearing on this request for Variance before the full Council, sitting as a Board of Adjustment, was given to all interested parties notifying them of a hearing scheduled for April 11, 2016, at 6:30 p.m., at City Hall, 221 Washburne Avenue, Paynesville, MN 56362, said notice having been given in accordance with the requirements of the laws of the State of Minnesota and Chapter 11 of the City Code of the City of Paynesville by publication and by mailing individual notices to owners of property according to assessment records within 350 feet of the parcel included in the request.

9. The Board of Adjustment concludes based on the facts presented that the owners' use of the property as proposed would be:

\_\_\_\_\_ a) Unreasonable; or

\_\_\_\_\_ b) Reasonable;

because \_\_\_\_\_; and

10. The Board of Adjustment concludes that the land owners' problem is:

\_\_\_\_\_ a) Due to circumstances unique to the property and not caused by the land owners; or

\_\_\_\_\_ b) Is not due to circumstances which are unique to the property or caused by the land owners;

because \_\_\_\_\_; and

11. The Board of Adjustment concludes based on the facts presented finds that if the Variance is granted:

\_\_\_\_\_ a) Will not alter the essential character of the locality; or

\_\_\_\_\_ b) Will alter the essential character of the locality;

because \_\_\_\_\_; and

12. The Board of Adjustment concludes based on the facts presented 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 \_\_\_\_\_.

### VARIANCE

The Board of Adjustment, having received and reviewed the application for Variance, and having taken public comment thereon, and having received and reviewed the recommendation of the Planning Commission, and being fully advised, hereby:

\_\_\_\_\_ a) Grants; or

\_\_\_\_\_ b) Denies

the Variance requested to allow the construction of a 32' x 32' detached garage with a setback of 24' from the alley, but a Variance from the 30' setback requirement from Mill Street so that the Variance would be 9 1/2' from Mill Street, thereby permitting a Variance of 20 1/2' from the setback requirements of City Code Chapter 11, Section 11.10, Subd. 3(A).

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jeff Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eckerly, City Administrator

THIS INSTRUMENT DRAFTED BY:

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

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## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – I

**ITEM DESCRIPTION:** VOC – Water Treatment Plant

Prepared by: Staff

**COMMENTS:**

Chuck DeWolf will give a verbal report. Please review the Paynesville Pilot Study Comments from the Department of Health. Based on the study conducted the Department of Health is uncomfortable with proceeding with a design that is supposed to meet the City's goal of 0.0 parts per billion (ppb) of benzene.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

## Ron Mergen

---

**From:** Larsen, Kim (MDH) <kim.larsen@state.mn.us>  
**Sent:** Tuesday, April 05, 2016 12:35 PM  
**To:** Chuck DeWolf  
**Cc:** Ron Mergen  
**Subject:** Paynesville Pilot Study Comments  
**Attachments:** VOC Samples.docx

Hi,

Here are the comments that MDH has concerning the pilot study and moving into the design phase of the Paynesville benzene removal treatment. I have also attached what MDH would consider appropriate sampling protocol for VOC's.

1. On page 2-1 indicate where the benzene level of 20 ppb was detected ( what well). Specify where this number was obtained, and why it is representative of the levels of benzene that they think that the city will see. A longer narrative as to why this project is happening.
2. With the "intermediate" 30 gallon collection tank there is concern that some of the VOC's off-gas in the headspace of this collection tank, which would skew the final VOC result.
3. The 1-liter amber bottles are not the proper VOC collection bottles, and results of the testing may not be accurate due to off gassing etc. It is recommended that you re-pilot the technology and use the proper sample collection devices and use the proper sampling protocol to get a new set of results.
4. Since the pilot test has two columns with separate "clean" air supplies, the results will not be totally accurate since the first column will have "clean" unsaturated or partially saturated air to strip the VOC's out of the first column. This is not representative of a final design if a single aeration tower design is used in the full scale design.
5. The make and manufacturer of the packed tower media must be disclosed. This is the packed tower medial that MDH would expect in a full scale design. If a different packed tower media may be used in the full scale design, then other packed tower media should be piloted. The different media will more than likely give different removal results.
6. Why did the toluene in the second test, intermediate tank increase from the influent concentration? (page 2-9). A more in depth analysis of the anomaly should be considered. If toluene is not a goal for removal in the pilot or for the full scale equipment, do not include the results in the summary.
7. If a curve for the benzene removal is to be developed, more data points will be needed (more than 2 data points).
8. If the benzene concentrations in the packed tower aerator influent exceed that level that was pilot tested, then there may be an issue achieving the owners initial goal of 0.0 ppb or even getting below the HBV or 2 ppb..
9. Decide if the equipment will be installed before or after the filter. Pilot the equipment with representative raw well water if the decision is made to place the air stripping before the filter. This would be to analyze if the iron/manganese removal would affect the VOC removal.
10. If the city's goal is to get to 0 ppb for benzene, then they did not achieve their goal for the pilot study. I would recommend that they conduct an additional pilot study to see if the air flow rate and the water flow rate could be optimized to achieve their goal of 0.0 ppb for benzene.
11. **The owners of the system must agree that this project will satisfy their requirements. Did the pilot study meet their goals and will a full scale version of this be satisfactory?**

Based on this pilot study, I would be uncomfortable with proceeding with a design that is supposed to meet their goal of 0.0 ppb of benzene. It is recommended that the a pilot study be carried out to see if they can optimize the benzene removal. The range of benzene spiking used should also be explained in more detail.

Please let Brian Noma ( 651-201-4683, brian.noma@state.mn.us) or me know if you have any other questions.

Kim Anding Larsen, P.E.

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME: City Council**

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – J

**ITEM DESCRIPTION: Forfeited Properties – Vehicle & Riding Lawnmower**

Prepared by: Staff

**COMMENTS:**

Renee Eckerly will give a verbal report. The following bids were received:

**Riding Lawnmower**

Bob Stoneburner	\$252.00
Gerry Mehr	\$100.00

**1997 Ford F150 Pickup Truck**

Dexter Kingsriter	\$720.00
Mike Novak	\$358.37

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the sealed bids in the amount of \$252.00 from Bob Stoneburner and \$720.00 from Dexter Kingsriter for the forfeited properties of a riding lawnmower and 1997 Ford F150 Pickup Truck respectively.

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: April 11, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – K

**ITEM DESCRIPTION:** Geronimo Solar Garden

Prepared by: Staff

**COMMENTS:**

Lee Bjerk, Solar Garden Representative will be in attendance to review the project and present the City with a Solar Garden Subscription Agreement.

There will be a total of 29 Agreements; one for each Xcel Energy account the City has.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the Solar Garden Subscription Agreement between the City of Paynesville and Paynesville Community Soar 1, LLC (PCS1).



## City of Paynesville Solar Rewards Cost Savings Analysis Lottery Results

February, 2016

### **XCEL ENERGY SOLAR\*REWARDS PROGRAM OVERVIEW**

In 2013, Minnesota State legislation directed Minneapolis-based utility, Xcel Energy, to create a program for community solar gardens (Minnesota Statute # 216b.1641). Xcel named the program the Xcel Energy Solar\*Rewards Program, and it is overseen by the state's Public Utilities Commission. A community solar garden is a centralized, shared solar project connected to the energy grid that has multiple subscribers. Each subscriber receives a credit on their Xcel Energy electric bill based upon the production of the solar facility and their subscription share of that facility.

*Xcel Energy Program Rules (apply to all community solar garden developments)*

- Eligible gardens are up to 1 MW, and up to five gardens may be located next to one another.
- The program is limited to Xcel Energy customers in the state of Minnesota.
- Subscribers must be located within the same county, or within an adjacent county, to the subscribed solar garden location(s).
- Each subscriber may be allocated up to 40% of a single community solar garden.
- There is a minimum requirement of 5 subscribers per solar garden.

### **ABOUT GERONIMO ENERGY**

Geronimo Energy is a North American utility-scale wind and solar development company based in Minneapolis, Minnesota. Geronimo has developed over 1,500 megawatts of contracted wind farms and solar projects throughout the United States and has a pipeline of projects that boast an aggregate nameplate capacity exceeding 3,000 megawatts of clean energy – roughly enough to power one million American homes. Geronimo solar projects provide clean electricity to utilities and other large energy consumers. Recent Geronimo Energy solar developments include the multi-store Slumberland Furniture installation and the internationally recognized Aurora Utility-Scale Distributed Solar Generation Project.

Geronimo's current community solar garden (CSG) subscribers span a variety of industries and geographic locations and include non-profits, colleges and universities, corporations, government agencies and residential units. Presently, Geronimo serves residential customers through its executed subscriptions with our non-profit, education and government organizations, which together make up nearly half of Geronimo's CSG subscription base.

### **GERONIMO ENERGY'S COMMUNITY SOLAR GARDENS**

Geronimo Energy is actively working with and seeking subscribers. Like all Minnesota community solar garden developments, the energy produced by Geronimo's solar gardens will be delivered to Xcel's local distribution system under Xcel Solar\*Rewards Community program.

Together with its finance partner, Geronimo provides a complete set of services to guarantee a superior level of service and reliability for subscribers. Subscribers under Geronimo's community solar garden program are ensured smooth implementation and operation of community solar garden projects, including subscription management, real-time solar production monitoring, and lifetime maintenance and facility upkeep.

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**GERONIMO ENERGY PROGRAM BENEFITS FOR SUBSCRIBERS**

- **No upfront investment** or future capital requirements.
- **Annual energy savings** through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Geronimo’s CSG subscriptions are transferable.
- Work with one of the nation’s best and most **landowner-friendly** development companies.
- Enjoy the security of the financial backing from a global powerhouse.
- **Support renewable energy.**
- **Keep your energy dollars’ local.**
- Geronimo’s projects are *real* – advanced site control, permitting, and interconnection.
- **No maintenance or overhead** - each solar facility is professionally maintained.

**GERONIMO ENERGY PROGRAM BENEFITS FOR CITY OF PAYNESVILLE**

- There are (19) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 2,758,012 kWh.
- Your Lottery Allotment of 200kW allows you to offset 335,800 kWh.
- Subscribing to 4% of 5 gardens available to you will allow you to offset 12% of your consumption.
- **First Year savings of \$3,358.00** – at one penny (\$0.01) per kWh.
- **25 year savings of \$79,100.88** – including a slight degradation factor of the garden at one half of one percent (0.5%) per year.

**COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS**

Garden	Paynesville 1	Paynesville 2	Paynesville 3	Paynesville 4	Paynesville 5	Annual Total
Year 1	\$ 671.60	\$ 671.60	\$ 671.60	\$ 671.60	\$ 671.60	\$ 3,358.00
Year 2	\$ 668.24	\$ 668.24	\$ 668.24	\$ 668.24	\$ 668.24	\$ 3,341.21
Year 3	\$ 664.90	\$ 664.90	\$ 664.90	\$ 664.90	\$ 664.90	\$ 3,324.50
Year 4	\$ 661.58	\$ 661.58	\$ 661.58	\$ 661.58	\$ 661.58	\$ 3,307.88
Year 5	\$ 658.27	\$ 658.27	\$ 658.27	\$ 658.27	\$ 658.27	\$ 3,291.34
Year 6	\$ 654.98	\$ 654.98	\$ 654.98	\$ 654.98	\$ 654.98	\$ 3,274.89
Year 7	\$ 651.70	\$ 651.70	\$ 651.70	\$ 651.70	\$ 651.70	\$ 3,258.51
Year 8	\$ 648.44	\$ 648.44	\$ 648.44	\$ 648.44	\$ 648.44	\$ 3,242.22
Year 9	\$ 645.20	\$ 645.20	\$ 645.20	\$ 645.20	\$ 645.20	\$ 3,226.01
Year 10	\$ 641.98	\$ 641.98	\$ 641.98	\$ 641.98	\$ 641.98	\$ 3,209.88
Year 11	\$ 638.77	\$ 638.77	\$ 638.77	\$ 638.77	\$ 638.77	\$ 3,193.83
Year 12	\$ 635.57	\$ 635.57	\$ 635.57	\$ 635.57	\$ 635.57	\$ 3,177.86
Year 13	\$ 632.39	\$ 632.39	\$ 632.39	\$ 632.39	\$ 632.39	\$ 3,161.97
Year 14	\$ 629.23	\$ 629.23	\$ 629.23	\$ 629.23	\$ 629.23	\$ 3,146.16
Year 15	\$ 626.09	\$ 626.09	\$ 626.09	\$ 626.09	\$ 626.09	\$ 3,130.43
Year 16	\$ 622.96	\$ 622.96	\$ 622.96	\$ 622.96	\$ 622.96	\$ 3,114.78
Year 17	\$ 619.84	\$ 619.84	\$ 619.84	\$ 619.84	\$ 619.84	\$ 3,099.20
Year 18	\$ 616.74	\$ 616.74	\$ 616.74	\$ 616.74	\$ 616.74	\$ 3,083.71
Year 19	\$ 613.66	\$ 613.66	\$ 613.66	\$ 613.66	\$ 613.66	\$ 3,068.29
Year 20	\$ 610.59	\$ 610.59	\$ 610.59	\$ 610.59	\$ 610.59	\$ 3,052.95
Year 21	\$ 607.54	\$ 607.54	\$ 607.54	\$ 607.54	\$ 607.54	\$ 3,037.68
Year 22	\$ 604.50	\$ 604.50	\$ 604.50	\$ 604.50	\$ 604.50	\$ 3,022.49
Year 23	\$ 601.48	\$ 601.48	\$ 601.48	\$ 601.48	\$ 601.48	\$ 3,007.38
Year 24	\$ 598.47	\$ 598.47	\$ 598.47	\$ 598.47	\$ 598.47	\$ 2,992.34
Year 25	\$ 595.48	\$ 595.48	\$ 595.48	\$ 595.48	\$ 595.48	\$ 2,977.38
25 Year Total	\$ 15,820.18	\$ 15,820.18	\$ 15,820.18	\$ 15,820.18	\$ 15,820.18	\$ 79,100.88

*\*Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy,*

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## City of Paynesville Solar Rewards Cost Savings Analysis

February, 2016

### XCEL ENERGY SOLAR\*REWARDS PROGRAM OVERVIEW

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#### *Xcel Energy Program Rules (apply to all community solar garden developments)*

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- There is a minimum requirement of 5 subscribers per solar garden.

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Geronimo's current community solar garden (CSG) subscribers span a variety of industries and geographic locations and include non-profits, colleges and universities, corporations, government agencies and residential units. Presently, Geronimo serves residential customers through its executed subscriptions with our non-profit, education and government organizations, which together make up nearly half of Geronimo's CSG subscription base.

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Geronimo Energy is actively working with and seeking subscribers. Like all Minnesota community solar garden developments, the energy produced by Geronimo's solar gardens will be delivered to Xcel's local distribution system under Xcel Solar\*Rewards Community program.

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**GERONIMO ENERGY PROGRAM BENEFITS FOR SUBSCRIBERS**

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- **Annual energy savings** through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Geronimo's CSG subscriptions are transferable.
- Work with one of the nation's best and most **landowner-friendly** development companies.
- Enjoy the security of the financial backing from a global powerhouse.
- **Support renewable energy.**
- **Keep your energy dollars' local.**
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**GERONIMO ENERGY PROGRAM BENEFITS FOR CITY OF PAYNESVILLE**

- There are (19) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 2,758,012 kWh.
- Subscribing to 33% of 5 gardens available to you will allow you to offset 100% of your consumption, 2,770,350 kWh.
- **First Year savings of \$27,703.50** – at one penny (\$0.01) per kWh.
- **25 year savings of \$652,582.30** – including a slight degradation factor of the garden at one half of one percent (0.5%) per year.

**COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS**

Garden	Paynesville 1	Paynesville 2	Paynesville 3	Paynesville 4	Paynesville 5	Annual Total
Year 1	\$ 5,540.70	\$ 5,540.70	\$ 5,540.70	\$ 5,540.70	\$ 5,540.70	\$ 27,703.50
Year 2	\$ 5,513.00	\$ 5,513.00	\$ 5,513.00	\$ 5,513.00	\$ 5,513.00	\$ 27,564.98
Year 3	\$ 5,485.43	\$ 5,485.43	\$ 5,485.43	\$ 5,485.43	\$ 5,485.43	\$ 27,427.16
Year 4	\$ 5,458.00	\$ 5,458.00	\$ 5,458.00	\$ 5,458.00	\$ 5,458.00	\$ 27,290.02
Year 5	\$ 5,430.71	\$ 5,430.71	\$ 5,430.71	\$ 5,430.71	\$ 5,430.71	\$ 27,153.57
Year 6	\$ 5,403.56	\$ 5,403.56	\$ 5,403.56	\$ 5,403.56	\$ 5,403.56	\$ 27,017.80
Year 7	\$ 5,376.54	\$ 5,376.54	\$ 5,376.54	\$ 5,376.54	\$ 5,376.54	\$ 26,882.71
Year 8	\$ 5,349.66	\$ 5,349.66	\$ 5,349.66	\$ 5,349.66	\$ 5,349.66	\$ 26,748.30
Year 9	\$ 5,322.91	\$ 5,322.91	\$ 5,322.91	\$ 5,322.91	\$ 5,322.91	\$ 26,614.56
Year 10	\$ 5,296.30	\$ 5,296.30	\$ 5,296.30	\$ 5,296.30	\$ 5,296.30	\$ 26,481.49
Year 11	\$ 5,269.82	\$ 5,269.82	\$ 5,269.82	\$ 5,269.82	\$ 5,269.82	\$ 26,349.08
Year 12	\$ 5,243.47	\$ 5,243.47	\$ 5,243.47	\$ 5,243.47	\$ 5,243.47	\$ 26,217.33
Year 13	\$ 5,217.25	\$ 5,217.25	\$ 5,217.25	\$ 5,217.25	\$ 5,217.25	\$ 26,086.25
Year 14	\$ 5,191.16	\$ 5,191.16	\$ 5,191.16	\$ 5,191.16	\$ 5,191.16	\$ 25,955.82
Year 15	\$ 5,165.21	\$ 5,165.21	\$ 5,165.21	\$ 5,165.21	\$ 5,165.21	\$ 25,826.04
Year 16	\$ 5,139.38	\$ 5,139.38	\$ 5,139.38	\$ 5,139.38	\$ 5,139.38	\$ 25,696.91
Year 17	\$ 5,113.68	\$ 5,113.68	\$ 5,113.68	\$ 5,113.68	\$ 5,113.68	\$ 25,568.42
Year 18	\$ 5,088.12	\$ 5,088.12	\$ 5,088.12	\$ 5,088.12	\$ 5,088.12	\$ 25,440.58
Year 19	\$ 5,062.68	\$ 5,062.68	\$ 5,062.68	\$ 5,062.68	\$ 5,062.68	\$ 25,313.38
Year 20	\$ 5,037.36	\$ 5,037.36	\$ 5,037.36	\$ 5,037.36	\$ 5,037.36	\$ 25,186.81
Year 21	\$ 5,012.18	\$ 5,012.18	\$ 5,012.18	\$ 5,012.18	\$ 5,012.18	\$ 25,060.88
Year 22	\$ 4,987.11	\$ 4,987.11	\$ 4,987.11	\$ 4,987.11	\$ 4,987.11	\$ 24,935.57
Year 23	\$ 4,962.18	\$ 4,962.18	\$ 4,962.18	\$ 4,962.18	\$ 4,962.18	\$ 24,810.89
Year 24	\$ 4,937.37	\$ 4,937.37	\$ 4,937.37	\$ 4,937.37	\$ 4,937.37	\$ 24,686.84
Year 25	\$ 4,912.68	\$ 4,912.68	\$ 4,912.68	\$ 4,912.68	\$ 4,912.68	\$ 24,563.41
25 Year Total	\$130,516.46	\$130,516.46	\$130,516.46	\$130,516.46	\$130,516.46	\$652,582.30

*\*Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy, and terms agreed upon with financial partner.*

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## SOLAR GARDEN SUBSCRIPTION AGREEMENT

This Solar Garden Subscription Agreement ("**Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**") by and between Paynesville Community Solar 1, LLC, a Delaware limited liability company ("**PCSI**"), and the City of Paynesville, a Minnesota Plan A statutory city (the "**Subscriber**"). In this Agreement, PCSI and Subscriber are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

### RECITALS

A. PCSI intends to develop, operate and maintain a photovoltaic generation facility qualified as a "Community Solar Garden" pursuant to Minn. Stat. 216B.1641 ("**CSG Program**") to be located at 18982 293<sup>rd</sup> Ave, Paynesville, MN 56362 (the "**Facility**") and has entered or will enter into a Standard Contract for Solar Rewards Community ("**CSG Contract**") with the local electric distribution company (the "**LDC**"). The designed capacity of the Facility shall be approximately 1,000 kW<sub>AC</sub> (1,279 kW<sub>DC</sub>) (subject to adjustment as described herein, the "**Facility Capacity**");

B. The energy produced by the Facility will be delivered by PCSI via interconnection of the Facility to the electric grid, to the LDC, which will calculate the monetary value of the energy received from the Facility per applicable utility tariff and convert that amount into credits per kilowatt hour (the "**Bill Credit Rate**" as defined in the CSG Contract) on the bills from LDC to the subscribers of PCSI ("**Credits**");

C. PCSI will, in accordance with the terms hereof, and through the administrative process established by the LDC as approved by the Minnesota Public Utilities Commission ("**MPUC**"), allocate and sell the right to receive Credits to its subscribers according to their respective Allocations (as defined below);

D. Subscriber is an LDC customer (Premise. No. 303599954 and desires to purchase Credits from PCSI in proportion to its expected consumption of electricity at 119 Washburne Ave, Paynesville, MN 56362 ("**Customer Site**").

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Subscriber and PCSI agree as follows.

1. **Term.** The term of this Agreement shall commence on the Effective Date, and, unless terminated earlier pursuant to the provisions hereof, shall terminate on the 25th anniversary of the Commercial Operation Date (as defined below) (the "**Term**"). The Term shall not be extended by virtue of any period of disconnection or event of Force Majeure experienced by the Facility.

2. **Operation of the Facility.**

a. PCSI shall operate the Facility during the Term so as to deliver all energy generated by the Facility to LDC in accordance with the CSG Contract and applicable LDC tariffs.

b. PCS1 shall maintain the Facility in good working order at all times during the Term, and shall operate the Facility in a manner reasonably intended to maximize the amount of Credits allocable to Subscriber, consistent with good custom and practice for operation of utility generating facilities.

3. Sale and Purchase of Credits; Allocation.

a. PCS1 shall promptly notify Subscriber of the Date of Commercial Operation of the Facility as established pursuant to the CSG Contract ("**Commercial Operation Date**"). In the event that the Commercial Operation Date is not achieved by December 31, 2017, and any of the following events or circumstances occur, either Party may terminate this Agreement, without liability, upon delivery of such notice to the other Party:

i. after timely application to the LDC (or other applicable distribution service provider whose system the Facility connects to deliver energy (the "**Distribution Provider**") and commercially reasonable efforts to secure interconnection services, PCS1 has not received written confirmation and evidence that interconnection services will be available for the energy generated by the Facility at the Facility Capacity; or

ii. if the LDC or another party with the authority to do so disqualifies PCS1 or the Facility from participating in the CSG Program.

b. PCS1 shall allocate a portion of Facility Capacity to Subscriber consisting of 13.099 kW<sub>DC</sub> (subject to update by PCS1 in connection with finalizing the Facility Capacity) equal to one percent (1.0%) of Facility Capacity (the "**Allocation**"). PCS1 shall provide to LDC the Allocation along with Subscriber's name, LDC account number(s), and service address(es) ("**Subscriber Data**").

c. PCS1 shall sell to Subscriber and Subscriber shall purchase from PCS1, the right to receive an amount of Credits calculated on the basis of that portion of the total kilowatt hours (in AC) delivered by the Facility to LDC which corresponds to the Allocation. The Allocation shall be effective for each and every LDC Production Month (as defined in the CSG Contract) during the Term. PCS1 shall post Credits to Subscriber's account monthly for invoicing pursuant to Section 4 of this Agreement ("**Subscriber's Monthly Credits**"). Thus, where  $x = \#$  of Credits,  $y = \text{kWh}_{AC}$  delivered in a Production Month, and  $a = \text{Allocation}$ ,  $x = y \times a$ .

4. Price and Payment.

a. For the right to receive Credits generated by the Facility each month, Subscriber shall pay to PCS1 an amount equal to the product of (i) the corresponding Subscriber's Monthly Credits, and (ii) the Bill Credit Rate then applicable to the LDC's Solar Rewards Community Program minus one cent (\$.01) (the "**Monthly Allocation Payment**").

b. Beginning with the second calendar month following the Commercial Operation Date, PCS1 shall invoice Subscriber, utilizing Subscriber's preferred invoicing service, for the Monthly Allocation Payment for the Credits posted to Subscriber's account since the prior invoice date. Subscriber shall make its payments to PCS1 no later than thirty (30) days

following receipt of the applicable invoice. PCS1 shall include with each invoice, a copy of the LDC statement delivered to PCS1 that indicates the kWh<sub>AC</sub> upon which the LDC calculates the Credit to Subscriber.

5. **Records and Audits.**

a. Upon request by Subscriber, PCS1 shall provide (i) evidence of the accuracy of its metering equipment for the Facility and/or (ii) such other information and records requested by Subscriber to enable Subscriber to verify the accuracy of the Credits awarded by the LDC and any other calculation and/or measurements described in this Agreement.

b. PCS1 shall provide reports to Subscriber (i) monthly, containing the energy produced by the Facility, and (ii) annually, containing an audited financial statement of PCS1, and a current statement of management, financing parties, and operatorship of PCS1. Subscriber may provide comments to PCS1 on the accuracy and completeness of the annual reports, and shall provide a copy of any such comments to LDC.

c. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of PCS1 and of any subcontractor of PCS1 relating to work performed pursuant to this Agreement shall be subject to audit and examination by the Subscriber and the Legislative Auditor or State Auditor as described in such subdivision. PCS1 and any subcontractor of PCS1 shall permit, upon reasonable advance written notice, the Subscriber or its designee to inspect, copy, and audit its accounts, records, and business documents at any reasonable time during regular business hours, as they may relate to the performance under this Agreement. Audits conducted by the Subscriber under this provision shall be in accordance with generally accepted auditing standards.

6. **Taxes.**

a. Subscriber shall be solely liable for sales or similar taxes imposed by a governmental entity, if any, attributable to the sale of Credits allocated to the Subscriber.

b. Subscriber shall have no interest in and have no entitlement to claim any investment tax credit or other tax benefits related to ownership of the Facility.

7. **Representations, Warranties and Covenants.**

a. Each Party represents and warrants to the other Party:

i. The Party is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party; and

iv. To the best of its knowledge, there is no litigation, action, proceeding or investigation pending before any court or other Governmental Authority by, against, affecting or involving its ability to carry out the transactions contemplated herein.

b. PCS1 represents, warrants, and covenants to Subscriber:

i. PCS1 has, or in the ordinary course will obtain, all licenses, permits and any other required documents to construct and operate the Facility;

ii. PCS1 shall perform its obligations under the CSG Contract and otherwise comply with all provisions of the CSG Program and other applicable tariffs.

iii. Except as may be required by law or regulation, or with Subscriber's consent, PCS1 will not publicly disclose Subscriber's LDC account information, energy usage data, or Credits.

c. Subscriber represents, warrants, and covenants to PCS1:

i. Subscriber's average annual energy consumption for its subscribing account(s) over the two year period prior to the Effective Date is 17,196 kWh<sub>AC</sub>;

ii. Subscriber shall not install or procure any other distributed generation resource(s) serving Subscriber's premises to which energy is delivered by LDC under Account No. 51-0515976-0, which resource(s), when combined with the Allocation, may generate energy (including energy upon which the Credits are based) exceeding one hundred twenty percent (120%) of Subscriber's average annual energy consumption over the twenty-four (24) months prior to such installment or procurement.

iii. Within thirty (30) days of request by PCS1, which request shall be made not sooner than the date of commencement of construction of the Facility, Subscriber shall complete, execute, and deliver to PCS1 the Subscriber Agency Agreement in the form attached hereto as Exhibit A. Upon execution, all of the information and statements of Subscriber provided therein shall be accurate.

iv. Subscriber understands and agrees it will have no interest in or entitlement to (a) benefits or derivatives of "Unsubscribed Energy" or "RECs" associated with the Facility as each is defined in the CSG Contract; and (b) incentives under the MN Department of Commerce's Made in Minnesota program and LDC's Solar Rewards program associated with the Facility.

8. **Performance Guarantee.** PCS1 hereby guarantees that in every period of two consecutive calendar years during the Term, beginning with the first full calendar year, PCS1 will provide Credits from operation of the Facility in an amount not less than ninety percent (90%) of Expected Deliveries (weather adjusted) which will be set forth on Exhibit B hereto (the "**Guaranteed Performance**") not later than the date of commencement of construction of the Facility. PCS1 shall pay Subscriber one cent (\$.01) per Credit to the extent the actual number of Credits purchased by Subscriber during any such two year period (the "**Measurement Period**") is less than the Guaranteed Performance for the entire Measurement Period (combining the

Expected Deliveries for both calendar years). Such payment shall be Subscriber's sole remedy for default by PCS1 under this Section 8. PCS1 shall have no liability under this Section 8 if the Facility's failure to achieve Guaranteed Performance is due to an event of Force Majeure.

**9. Default.**

a. Events of Default. The following shall each constitute an Event of Default by a Party:

i. The Party fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from the other Party that such payment is overdue.

ii. The Party materially fails to perform or comply with any material representation, warranty, obligation, covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from the other Party.

iii. The Party is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the non-performing Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "*Force Majeure*" as used in this Agreement shall mean an event or circumstances beyond the reasonable control of a Party and not resulting from the Party's negligence, including, but not limited to fire, acts of God, earthquake, flood or other casualty or accident; break down or failure of the Distribution Provider's electric distribution system; serial equipment defect; strikes or labor disputes; war, civil strife or other violence; and any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility.

Either Party may terminate this Agreement upon 15 days' written notice to the other Party if any event of Force Majeure affecting such other Party has been in existence for a period of 180 consecutive days or longer, unless such event of Force Majeure expired before the end of the 15 day notice period.

**10. Remedies; Limitation of Liability; Waiver.**

a. Remedies. Subject to the limitations set forth in this Agreement, the Parties each reserve and shall have all rights and remedies available to it at law or in equity with

respect to the performance or non-performance of the other Parties hereto under this Agreement. Under no circumstances shall PCS1's liability for breach of this Agreement exceed, in any one calendar year, an amount equal to (i) the Allocation percentage times (ii) \$15,000; provided, however that such limitation shall not apply to damages arising out of the sale or allocation by PCS1 to a third party of the Credits allocated and committed to Subscriber hereunder. For example, if the Allocation is 40%, then the limit described in the preceding sentence shall equal 40% x \$15,000 or \$6,000 total.

b. PCS1 Damages. In the event of Subscriber's breach, repudiation, or termination of this Agreement in violation of the provisions hereof, PCS1 shall be entitled to recover from Subscriber (subject to PCS1's duty to mitigate damages including its duty to try and find a replacement subscriber): (i) the unpaid Monthly Allocation Payments due at the time of termination; and (ii) PCS1's actual, reasonable, and verifiable damages resulting from Subscriber's breach. Any post-termination Monthly Allocation Payments that may qualify as damages under this section, will be calculated based upon the Schedule of Expected Deliveries of Credits (Exhibit B, hereto), and the Bill Credit Rate at the time of Subscriber's breach of this Agreement.

c. Limitation of Liability. EXCEPT AS EXPRESSLY ALLOWED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

d. Exclusions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10, THE LIMITATIONS OF THIS SECTION 10 DO NOT APPLY TO A CLAIM FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; FOR FAILURE TO COMPLY WITH LAWS; FOR INDEMNIFICATION; FOR BREACH OF CONFIDENTIALITY OR FOR INTELLECTUAL PROPERTY INFRINGEMENT.

## 11. Early Termination.

a. Either Party may terminate this Agreement on notice thereof to Subscriber in the event that PCS1 is unable to obtain financing for the Facility on commercially reasonable terms on or before December 31, 2017.

b. If PCS1 fails to perform under this Agreement due to an event of Force Majeure that lasts more than twelve (12) months or fails to restore the Facility to full operation at Capacity within twelve (12) months following an event of Force Majeure causing damage to the Facility, Subscriber shall have the right to terminate this Agreement by giving PCS1 at least sixty (60) days prior notice of its intent to terminate based on such failure(s). Any such notice of termination shall be given within three (3) months of such failure(s). In the event of termination pursuant to this Section 11(b), PCS1 shall pay to Subscriber, as liquidated damages, one cent

(\$.01) for each Credit expected to have been allocated to Subscriber for the six month period following the expiration of such twelve (12) month period.

c. In the event (i) the CSG Contract is terminated based on PCS1's breach thereof or (ii) PCS1 materially breaches its obligations of performance in this Agreement and such breach is not cured within thirty (30) days after PCS1 receives written notice of such breach from Subscriber (provided, however, that if such breach is not capable of being cured within such thirty-day period and PCS1 has commenced and diligently continued actions to cure such breach within such thirty-day period, the cure period shall be extended to 180 days, so long as PCS1 is making diligent efforts to do so), then Subscriber may terminate this Agreement as provided in this Section 11. In the event of a termination by Subscriber described in the preceding sentence, PCS1 shall pay to Subscriber, as liquidated damages, one cent (\$.01) for each Credit expected to have been allocated to Subscriber for the calendar year following termination according to the Schedule of Expected Deliveries, Exhibit B.

d. The Parties agree that actual damages in the event of termination of this Agreement as specified in Sections 11(b) and 11(c), would be difficult to calculate and that the liquidated damages specified herein are a reasonable approximation of such actual damages.

12. **Assignment**. No Party shall assign or in any manner transfer this Agreement or any part thereof except in connection with (a) Subscriber's assignment to a party approved in advance by PCS1, with such approval not unreasonably withheld, on the bases of (i) creditworthiness, (ii) the party's eligibility under the Solar Rewards Community Program, (iii) Subscriber's payment to PCS1 of seven hundred fifty dollars (\$750) to cover PCS1's administrative expenses associated with the transfer (the "***Transfer Fee***") and (iv) other factors evidencing an increase in a material risk of a breach of this Agreement, (b) PCS1's assignment of this Agreement to any Affiliate that owns or, by long-term lease, controls the Facility, provided that such Affiliate has the same or better credit strength and has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder; (c) PCS1's collateral assignment of this Agreement to any financial institution that provides financing for the Facility (including a financial institution that enters into a sale/leaseback transaction with respect to the Facility) that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, and, in connection with any collateral assignment of this Agreement, Subscriber agrees to comply with the lender accommodations set forth in Exhibit C to this Agreement; (d) PCS1's assignment of this Agreement, prior to the Commencement of Operations Date, to another operator/owner of a community garden facility, in the same County and qualified under the Solar Rewards Community Program which has sufficient capacity to accept Subscriber's Allocation, has the same or better credit strength, and agrees in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder; or (e) Subscriber's assignment of this Agreement to any of its Affiliates or successor entity if the Minnesota legislature reassigns responsibility for the services provided by Metropolitan Council (without change of service address) provided that such Affiliate or successor entity has the same or better credit strength.

13. **Miscellaneous**.

a. LDC Disputes. PCS1 shall be solely responsible for resolving any dispute with LDC regarding the production of energy by the Facility. Subscriber shall be solely responsible for resolving any dispute with LDC regarding the calculation of the Bill Credit Rate.

b. Notices.

i. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon mailing, deposit with a courier for hand delivery, or electronic transmission, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission.

ii. Subscriber shall promptly notify PCS1 of any changes in Subscriber Data.

The notices and communications shall be sent to the following addresses:

If to PCS1:

BHE Renewables, LLC  
Program Manager – MN Community Solar Gardens  
1850 N. Central Avenue  
Suite 1025  
Phoenix, AZ 85004  
BHERenewables@bherenewables.com  
515-252-6677

If to Subscriber:

City of Paynesville  
221 Washburne Avenue  
Paynesville, MN 56362

c. Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota without reference to any choice of law principles.

e. Dispute Resolution.

i. Amicable Settlement. The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.

ii. Continuation of Performance. During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

iii. Equitable Relief. Nothing in this Agreement shall be construed to preclude either Party from seeking or obtaining urgent equitable or injunctive relief from a court of law in relation to this Agreement.

iv. Venue and Jurisdiction. The Parties agree that the courts of the State of Minnesota and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

f. Insurance. With respect to the services provided pursuant to this Agreement, PCS1 shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following insurance coverages and limits:

i. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	\$1,500,000

ii. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
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(If PCS1 is based outside the state of Minnesota, coverage must comply with Minnesota Law).

iii. Employer's Liability. Bodily injury by:

Accident—Each Accident	\$500,000
Disease—Policy Limit	\$500,000
Disease—Each Employee	\$500,000

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of PCS1 to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PCS1 shall promptly submit copies of insurance policies to Subscriber.

iv. PCS1 shall not commence work until it has obtained required insurance and filed with Subscriber a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Subscriber as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under this Agreement. PCS1 shall furnish to Subscriber updated certificates during the term of this Agreement as insurance policies expire.

g. Compliance with Law. PCS1 shall comply with all laws (including common laws), ordinances, codes, rules and regulations (collectively, "*Laws*") regarding PCS1's obligations and performance under this Agreement. PCS1 shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement. In the event of an allegation that PCS1 has failed to comply with any Laws or failed to obtain any and all permits, licenses, bonds, certificates and/or any other similar approvals required in connection with this Agreement, PCS1 shall pay any fines or penalties imposed upon Subscriber as a result of such failure and shall reimburse Subscriber for any expenses (including attorneys' fees) incurred by Subscriber in responding to such allegation.

h. Entire Agreement. This Agreement, and all documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

i. No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of another Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Subscriber and PCS1 hereunder are individual and neither collective nor joint in nature.

j. Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each Party to this Agreement or its successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

l. Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

m. Survival. The provisions of Sections 10, (Remedies, Limitation of Liability; Waiver), 13(c) (Severability), 13(d) (Governing Law), and 13(e) (Dispute Resolution) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years thereafter.

n. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

o. Confidentiality. Each Party agrees that it will not disclose Not Public Data (as hereinafter defined), directly or indirectly, under any circumstances or by any means (excluding disclosures to the LDC or as are required as a participant in the CSG Program), to any third person without the express written consent of the other Party unless such disclosure is permitted by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, or required by applicable Law. “**Not Public Data**” means, not public data as defined in Minnesota Statutes § 13.02, subd. 8a (2014).

p. Data Practices.

i. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to PCS1 by the Subscriber under this Agreement, PCS1 will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the “**Minnesota Government Data Practices Act**”), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Agreement, then: (A) all of the data created, collected, received, stored, used, maintained, or disseminated by PCS1 in performing this Agreement are subject to the requirements of the Minnesota Government Data Practices Act; (B) PCS1 must comply with those requirements as if it were a government entity; and (C) the remedies in Minnesota Statutes, section 13.08 apply to PCS1.

ii. Consistent with Minnesota Statutes, section 13.055, if “private data on individuals,” “confidential data on individuals” or other “not public data” are provided to or made accessible to PCS1 by the Subscriber, PCS1 must: (A) have safeguards to ensure private or confidential data on individuals or other not public data are only accessible or viewable by PCS1 employees and agents whose work assignments in connection with the performance of this Agreement reasonably require them to have access to the data; (B) immediately notify the Subscriber of any unauthorized access by PCS1 employees and agents, and unauthorized access by third parties; (C) fully cooperate with Subscriber investigations into any breach in the security of private or confidential data on individuals or other not public data that may have occurred in connection with PCS1’s access to or use of the data; and (D) fully cooperate with the Subscriber in fulfilling the notice and reporting requirements of Minnesota Statutes, section 13.055. The penalties in Minnesota Statutes, section 13.09 governing unauthorized acquisition of not public data apply to PCS1 and PCS1 employees and agents. If PCS1 is permitted to use a subcontractor to perform PCS1’s work under this Agreement, PCS1 shall incorporate these data practices provisions into the subcontract.

*The remainder of this page is intentionally blank.*

iii. If PCS1 receives a request to release data referred to in this section, PCS1 must immediately notify the Subscriber. The Subscriber will give PCS1 instructions concerning the release of the data to the requesting party before the data is released.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**THE CITY OF PAYNESVILLE**

By: \_\_\_\_\_

Name: Jeffrey Thompson

Title: Mayor

By: \_\_\_\_\_

Name: Renee Eckerly

Title: City Administrator

**PAYNESVILLE COMMUNITY SOLAR 1, LLC**

By: \_\_\_\_\_

Name: Eric Besseling

Title: Authorized Representative

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**EXHIBIT A**

**Subscriber Agency Agreement and Consent Form**

**Solar\*Rewards Community**

**Subscriber Agency Agreement and Consent Form**

The undersigned ("**Subscriber**") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name:	<u>Paynesville Community Solar 1, LLC</u>
Community Solar Garden Address:	<u>18982 293<sup>rd</sup> Ave, Paynesville, MN 56362</u>
Community Solar Garden Operator:	<u>Paynesville Community Solar 1, LLC</u>
Community Solar Garden contact information for Subscriber questions and complaints:	
Address (if different from above):	<u>1850 N. Central Avenue, Suite 1025, Phoenix, AZ 5804</u>
Telephone number:	<u>515-252-6677</u>
Email address:	<u>BHERenewables@bherenewables.com</u>
Web Site URL:	<u>http://www.bherenewables.com</u>

Subscriber Name:	<u>The City of Paynesville</u>
Subscriber's Account Number with Northern States Power Company:	<u>51-0515976-0</u>
Subscriber Service Address where receiving electrical service from Northern States Power Company:	<u>119 Washburne Ave, Paynesville, MN 56362</u>

By signing this Solar Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar\*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar\*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form.**

These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar\*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar\*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregate Information. Aggregate information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar\*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar\*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar\*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the

Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar\*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the CSG Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: The City of Paynesville

Subscriber's Signature: \_\_\_\_\_  
Jeffrey Thompson, Mayor

\_\_\_\_\_  
Renee Eckerly, City Administrator

Date: \_\_\_\_\_

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**Exhibit 1 to  
Solar\*Rewards Community Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to the Solar\*Rewards  
Community Program**

The data privacy policies of Northern States Power Company pertaining to the Solar\*Rewards Community Program are as follows and may be changed from time to time as filed in the Company's tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"):

**Definitions**

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar\*Rewards Community. For ease of reference, here are some of the specific definitions:

“Company” means Northern States Power Company, a Minnesota Corporation, and its affiliates and agents.

“Subscribed Energy” means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

“Subscriber’s Account Information” consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

“Subscriber's Energy Usage Data” includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

## Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar\*Rewards Community Program.

### **1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged**

#### **a. Subscriber Specific Information**

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Bill credits

(ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:

- Subscriber's Account Information
- Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
- Production data related to the PV System
- Monthly Subscription Information

#### **b. Aggregated Subscriber Information**

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar\*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.

## **2. How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar\*Rewards Community Program.

### **a. Program Management**

As part of administering the Solar\*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

- the MPUC
- the Minnesota Department of Commerce
- the Minnesota Office of Attorney General
- Other governmental or private entities as required by law or regulation

Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on [www.xcelenergy.com](http://www.xcelenergy.com).

### **b. Permitted Public Reporting**

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar\*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

- Reporting on Solar\*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
- Reporting on the Solar\*Rewards Community Gardens, including but not limited to size, location and the type of Solar\*Rewards Community subscriber groups;
- Reporting on known complaints and the resolution of these complaints;

- A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
  - Lessons learned and any potential changes to the program;
  - Report on bill credits earned and paid; and the
  - Application process
- c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

### **3. Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar\*Rewards Community Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company .

Subscribers may also obtain from the Company the following information related to the Solar\*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Site location
- Operator name
- Nameplate capacity

- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
  - x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
  - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;

- xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
  - xiii. Allocation of unsubscribed production; and
  - xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the contract with Northern States Power Company for the Solar\*Rewards Community Program
  - Copy of the solar panel warranty
  - Description of the compensation to be paid for any underperformance
  - Proof of insurance
  - Proof of a long-term maintenance plan
  - Current production projections and a description of the methodology used to develop production projections
  - Community Solar Garden Operator contact information for questions and complaints
  - Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar\*Rewards Community Program

The Community Solar Garden Operator is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting [solarrewardscommunity@xcelenergy.com](mailto:solarrewardscommunity@xcelenergy.com).

**4. Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.

**EXHIBIT B**

**Schedule of Expected Deliveries of Credits  
[pro forma; final to be provided prior to commencement of construction]**

Subscriber's Share (kWh)	
Year 1	17,196
Year 2	17,110
Year 3	17,024
Year 4	16,939
Year 5	16,854
Year 6	16,770
Year 7	16,686
Year 8	16,603
Year 9	16,520
Year 10	16,437
Year 11	16,355
Year 12	16,273
Year 13	16,192
Year 14	16,111
Year 15	16,030
Year 16	15,950
Year 17	15,870
Year 18	15,791
Year 19	15,712
Year 20	15,633
Year 21	15,555
Year 22	15,477
Year 23	15,400
Year 24	15,323
Year 25	15,246

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### **Weather Adjustment Protocol for Expected Deliveries**

For any two-year Measurement Period respecting application of the Performance Guarantee, Expected Deliveries shall be adjusted to reflect any negative difference (shortfall) between Expected Solar Irradiation (“*ESI*”) and Actual Solar Irradiation (“*ASI*”). The ratio of ASI to ESI for the Measurement Period shall be applied to Expected Deliveries as a weather adjustment prior to comparing Actual Deliveries to Expected Deliveries for the purposes of the Performance Guarantee.

The method of the weather adjustment is as follows.

1. The ESI for the Facility is 1390 KWh per square meter.
2. The ASI is to be determined by monthly pyranometer readings at the Facility. The monthly readings are to be averaged for each of the two calendar years in the Measurement Period.
3. The weather adjustment factor for the measurement period is the ratio of (i) ASI, determined per Step 2 of this method to (ii) ESI, determined per Step 1 of this method. The Expected Deliveries for the Measurement Period is multiplied by this factor to derive the Guaranteed Performance.

## EXHIBIT C

### Lender Accommodations

Subscriber acknowledges that PCS1 will be financing the installation of the Facility either through a lessor, lender or with financing accommodations from one or more financial institutions and that PCS1 may sell or assign the Facility and/or may secure PCS1's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Facility. In order to facilitate such sale, conveyance, or financing, and with respect to any such financial institutions of which PCS1 has notified Subscriber in writing Subscriber agrees as follows:

(a) Consent to Collateral Assignment. Provided the Financing Party has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights thereunder upon the foreclosure or conveyance in lieu thereof, Subscriber consents to either the sale or conveyance by PCS1 to a Financing Party that has provided financing of PCS1's right, title and interest in the Facility and to this Agreement.

(b) Notices of Default. Subscriber will deliver to the Financing Party, concurrently with delivery thereof to PCS1, a copy of each notice of default given by Subscriber under the Agreement, inclusive of a reasonable description of PCS1 default. Subscriber will not mutually agree with PCS1 to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, during the continuation of an event of default by PCS1 under its agreements with Financing Party, provided that the Financing Party has agreed in writing to recognize Subscriber's rights under the Agreement and to not disturb any of Subscriber's rights thereunder:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of PCS1, any and all rights and remedies of PCS1 under this Agreement in accordance with the terms of this Agreement and the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of PCS1 thereunder or cause to be cured any default of PCS1 thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of PCS1 under this Agreement or (unless the Financing Party has succeeded to PCS1's interests under this Agreement) to perform any act, duty or obligation of PCS1 under this Agreement, but Subscriber hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the Facility, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from PCS1 to the Financing Party (or any assignee of the Financing Party). Any such exercise shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to PCS1 under the United States Bankruptcy Code, at the

request of the Financing Party made within ninety (90) days of such termination or rejection, Subscriber shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

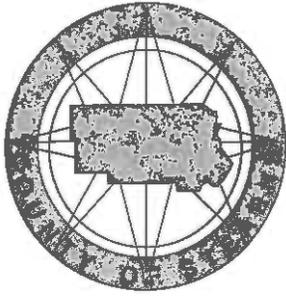
i. Except for termination pursuant to Section 3(a) of the Subscription Agreement in connection with a failure to achieve commercial operation by December 31, 2016, Subscriber will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by PCS1) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such PCS1 default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional sixty (60) days.

ii. If the Financing Party (including any transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of PCS1's assets and shall, within the time periods described in Sub-section (d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

\*\*\*

53116334

**INFORMATIONAL**



# COUNTY OF STEARNS

## *Office of the County Auditor-Treasurer*

P.O. Box 728 • 705 Courthouse Square Rm 136 • St. Cloud, MN 56302-0728

320-656-3870 • Fax 320-656-3916

Randy R. Schreifels  
Auditor-Treasurer

Dave Walz  
Division Director

MAR 17 2016

## MEMORANDUM

**March 15, 2016**

**TO:** Stearns County Cities, Townships, & School Districts

**FR:** Jackie Anderson, Service Center Supervisor II – Treasurer's Office

**RE:** 2016 Tax Capacity Rates

Enclosed for your information are the 2016 Stearns County Tax Capacity Rate Sheets.

Please distribute a copy of these rates to each of your board members and feel free to make additional copies as your needs require.

Kindly contact our office if you have any questions regarding this matter (320) 656-3870.

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**2016 TAX CAPACITY RATES FOR STEARNS COUNTY**  
(ALL RATES EXPRESSED AS PERCENTAGES)

COUNTY BUILDING.....	0.0723%
COUNTY DEBT SERVICE.....	2.6925%
COUNTY PARKS.....	0.5654%
COUNTY REVENUE.....	22.4830%
COUNTY ROAD & BRIDGE.....	5.2906%
COUNTY SOCIAL SERVICES.....	18.9175%
REGIONAL LIBRARY.....	1.6511%
<b>TOTAL.....</b>	<b>51.6725%</b>

**2016 CITY RATES**

CITY OF ALBANY	44.5320%	CITY OF LAKE HENRY	#	53.6765%	CITY OF ST. JOSEPH	#	55.0102%
CITY OF AVON	84.5253%	CITY OF MEIRE GROVE	#	39.4910%	CITY OF ST MARTIN	#	76.6771%
CITY OF BELGRADE	@	CITY OF MELROSE	#	71.1994%	CITY OF ST ROSA	#	31.3607%
CITY OF BROOTEN	^	CITY OF NEW MUNICH	#	68.1569%	CITY OF ST STEPHEN	#	47.4201%
CITY OF COLD SPRING	#	CITY OF PAYNESVILLE	^	41.9850%	CITY OF SARTELL	#	40.6090%
CITY OF EDEN VALLEY	#	CITY OF RICHMOND	#	72.4934%	CITY OF SAUK CENTRE	#	48.0484%
CITY OF ELROSA	^ #	CITY OF ROCKVILLE	#	46.9297%	CITY OF SPRING HILL	#	35.8856%
CITY OF FREEPORT	#	CITY OF ROSCOE	#	41.5809%	CITY OF WAITE PARK	#	71.7693%
CITY OF GREENWALD	#	CITY OF ST ANTHONY	#	7.7507%			
CITY OF HOLDINGFORD	#	CITY OF ST AUGUSTA	#	29.8194%			
CITY OF KIMBALL	*	CITY OF ST CLOUD	#	47.5677%			

**2016 TOWNSHIP RATES**

TOWN OF ALBANY	#	30.2116%	TOWN OF KRAIN	#	18.3508%	TOWN OF RAYMOND	^ #	8.1340%
TOWN OF ASHLEY	#	9.2344%	TOWN OF LAKE GEORGE	^ #	5.9812%	TOWN OF ST JOSEPH	#	16.2382%
TOWN OF AVON	#	20.8781%	TOWN OF LAKE HENRY	^ #	12.0114%	TOWN OF ST MARTIN	#	17.7149%
TOWN OF BROCKWAY	#	22.6235%	TOWN OF LESAU	#	21.1645%	TOWN OF ST WENDEL	#	23.8959%
TOWN OF COLLEGEVILLE	#	20.1270%	TOWN OF LUXEMBURG	* #	30.1535%	TOWN OF SAUK CENTRE	#	10.9799%
TOWN OF CROW LAKE	^ @	10.7729%	TOWN OF LYNDEN	*	13.2598%	TOWN OF SPRING HILL	^ #	14.7743%
TOWN OF CROW RIVER	^ @	14.8380%	TOWN OF MAINE PRAIRIE	* #	30.3411%	TOWN OF WAKEFIELD	#	19.6320%
TOWN OF EDEN LAKE	^ #	19.2086%	TOWN OF MELROSE	#	13.4219%	TOWN OF ZION	@ #	25.0458%
TOWN OF FAIR HAVEN	*	24.0216%	TOWN OF MILLWOOD	#	19.7030%			
TOWN OF FARMING	#	21.4809%	TOWN OF MUNSON	#	15.2899%			
TOWN OF GETTY	^ #	10.2487%	TOWN OF NORTH FORK	^	14.3623%			
TOWN OF GROVE	#	13.2183%	TOWN OF OAK	#	21.2811%			
TOWN OF HOLDING	#	31.3059%	TOWN OF PAYNESVILLE	^ #	15.9001%			

**2016 SCHOOL DISTRICT RATES**

**INDEPENDENT SCHOOL DISTRICTS**

0463 Eden Valley	29.6790%	0741 Paynesville	18.7826%	0876 Annandale	23.3670%
0485 Royalton	44.8320%	0742 St Cloud	23.6877%	2149 Minnewaska	18.7580%
0487 Upsala	42.3160%	0743 Sauk Centre	16.6472%	2364 BelBroElrosa	7.8106%
0738 Holdingford	32.2733%	0745 Albany	38.0847%	2753 Long Prairie	34.2350%
0739 Kimball	22.0074%	0748 Sartell/StStephen	34.6842%		
0740 Melrose	14.4358%	0750 Rocori	30.4170%		

NOTE: Add County and City or Township tax capacity rate to the School District tax capacity rate in which the property is located.

Multiply this total by the tax capacity to obtain the amount of general tax.  
If there are special assessments, these must be added to your general taxes, and the amount will correspond with the County Treasurer's tax list.

Added tax capacity rate to City of St Cloud for HRA of	0.9326%
Added tax capacity rate to all other Cities and Townships for HRA of	0.3968%
Added tax capacity rate to Cities of St Cloud, City of Sartell, and Waite Park for Transit of	3.2882%
Added tax capacity rate to the City of Brooten for Glacial Ridge Hospital of	2.2600%
Added tax capacity rate for area in Clearwater Fire District-Lynden Township of	3.7883%
Added tax capacity rate for Annandale Fire District-Lynden Township of	2.3051%
Added tax capacity rate for St Cloud Economic Development Authority of	0.8530%
Added tax capacity rate for Stearns County Regional Rail Authority of	0.1663%

Any difference could be due to disparity reduction aid.

**LEGEND:**

^ Added tax capacity rate for area in Northfork-Crow River Watershed District of	2.6204%
* Added tax capacity rate for area in Clearwater River Watershed District of	2.2632%
# Added tax capacity rate for area in Sauk River Watershed District of	0.7861%
@ Added tax capacity rate for area in Middle Fork Crow River Watershed District of	2.5781%

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**2016 TAX CAPACITY RATES FOR STERNS COUNTY  
CITIES WITH A LOWER PERCENTAGE THAN PAYNESVILLE**

<b>10</b>	<b>Paynesville</b>	<b>41.9850%</b>
<b>Ranking</b>	<b>City</b>	<b>Percentage</b>
9	Roscoe	41.5809%
8	Sartell	40.6090%
7	Meire Grove	39.4910%
6	Greenwald	36.5803%
5	Spring Hill	35.8856%
4	St. Rosa	31.3607%
3	St. Augusta	29.8194%
2	Elrosa	26.5555%
1	St. Anthony	7.7507%

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# Understanding Property Taxes

12a

Property Tax Fact Sheet 12a

Fact Sheet

This fact sheet is the first in a series of three fact sheets that were designed to assist taxpayers in the understanding of the basic concepts of their annual assessment and property tax administration. Please see Fact Sheets 12b and 12c for additional information.

## Why do we have property taxes?

The money raised by property taxes is a major source of funding for school districts, cities and townships, counties, and special taxing districts. Local property taxes help fund many programs and services including public schools, fire stations, police protection, streets, libraries, and more.

Certain types of properties – including seasonal/cabin, commercial/industrial, and un-mined iron ore – are also subject to a state-level property tax. Receipts from this “state general tax” go into the general fund.

A key benefit of the property tax system is that the revenue it raises tends to remain stable. Compared with sales or income taxes, the property tax is less susceptible to recessions or other changes in income or spending trends. In addition, since local jurisdictions only levy what they need to cover their annual needs, there is no surplus or deficit.

## What affects my property tax bill?

Government spending and revenues will affect your tax bill the most. If spending increases or revenues from other sources such as state aid decrease, your property taxes may increase. Conversely, if spending decreases or revenue from other sources increases, you may see a decrease in your property tax bill.

Since property taxes are levy-based, it is possible to have your property tax increase while your market value decreases and vice versa.

Your share of the overall property tax levy is determined by the market value and classification of your property. The estimated market value and classification of your home are determined by the

assessor as of January 2 of each year. Assessors estimate the value of your property using historical sales of similar properties.

There is no direct relationship between estimated market value and property tax liability. Instead, your property’s taxable market value is used to determine how much property tax is due. These two values may differ for a number of reasons, including tax deferral programs, homestead and other value exclusions, or reductions for specific types of property.

The classification of your property is based on its use on January 2. Each class of property (residential, apartment, cabin, farm, commercial, etc.) has a different classification rate. These rates are set by the Legislature and calibrated so that some property types pay a greater share of the property tax than others. For example, commercial properties pay more than residential homesteads and agricultural properties.

## How are my taxes determined?

First, each local jurisdiction will determine the revenue needed from property taxes. This amount – the **levy** – is calculated by subtracting all non-property tax revenue from the total proposed budget.

<p>Total Proposed Local Budget          - All non-property tax revenue (state aid, fees, etc.)          = Property tax revenue needed (levy)</p>
--

The levy is then spread among all taxable properties according to their net **tax capacity**. A property’s **tax capacity** is calculated by multiplying the taxable market value by the state-mandated classification rate.

<p>(Taxable Market Value) x (Class Rate) = Tax Capacity</p>
---

Property Tax Division - Mail Station 3340 St. Paul, MN 55146-3340

This fact sheet is intended to help you become more familiar with Minnesota tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, administrative rules, court decisions, or other revenue notices. Alternative formats available upon request.

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The final step is to calculate the **local property tax rate** by dividing the property tax revenue needed in a jurisdiction by its total tax capacity.

$$\text{Local Tax Rate} = \frac{\text{(Property tax revenue needed)}}{\text{(Total Tax Capacity)}}$$

The county auditor will also calculate and apply any credits, referendum levies, and the state general tax (for certain types of property).

Combining the above calculations, the **basic formula** to determine an individual property's tax amount is:

	Taxable Market Value
x	Class Rate
=	Tax Capacity
x	Local Tax Rate
=	Base Tax
-	Credits
+	Referendum Amounts
+	State General Tax
=	Total Property Tax Payable

### What is a "Truth in Taxation" notice?

Every year, after November 10, but before November 25, all property owners receive a "Truth-in-Taxation" notice by mail. The notice contains:

- valuation and classification information on your property for the current and previous assessment years;
- your current-year property tax amounts; and
- an estimate of how your taxes may change based on your taxing district and local budget decisions for the following year.

The Truth-in-Taxation notices are required to show dates, times, and places for the scheduled meetings in which the budget and levy will be discussed and finalized. These meetings must occur after November 24. The public must be allowed to speak at these meetings for the city, county, and school district and they must not be held prior to 6 p.m.

These meetings are held to give taxpayers an opportunity to voice their concerns over the jurisdiction's proposed budget. They are not a forum for taxpayers to appeal their market value or their individual proposed property tax amounts.

### Property Tax Statement

The County Treasurer's Office mails a tax statement to property owners by March 31 of each year. The statement provides an itemized list of the property tax due to each taxing authority. The dollar amounts must be listed separately for the state general tax (if applicable), county, municipality or township, voter-approved school tax, other local school tax, and other special taxing districts. The statement must also include any tax on contamination value and any other special assessments on the property.

Real property taxes are due in equal installments on May 15 and October 15 of each year (unless the amount is \$50 or less [\$250 or less starting with taxes payable in 2010] in which case taxes are due in full on May 15). If a property is classified as agricultural property, the 2<sup>nd</sup> half is not due until November 15.

### Conclusion

In conclusion, it is essential that taxpayers understand that there is no direct relationship between estimated market value and property tax revenue. It is possible to have your property tax increase while your market value decreases and vice versa. Government spending and revenues will affect your tax bill the most.

For additional information, please refer to Fact Sheet 12b How the Assessor Estimates Your Market Value and Fact Sheet 12c Understanding Your Assessment and the Appeals Process.

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# Splash Pad Expansion Fundraiser

Sponsored by Paynesville Liquor and Park & Tree Board

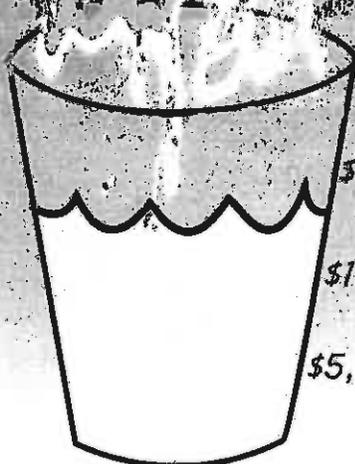
Thursday, April 28th, 2016  
6:30-8:30pm

Paynesville American Legion  
Special Event Tickets  
\$15 in advance - \$17 at the door  
Open to the public

Over 75 different  
Wine, Spirits, &  
Beer to Taste.



Join Paynesville Liquor and the  
Park and Tree Board for this  
fun-filled event to raise money to  
expand the City's splash pad. We  
have out-grown our current splash  
pad and with expansion will provide  
more space for kids to enjoy.



\$20,000  
\$15,000  
\$10,000  
\$5,000

Advance tickets will be sold through  
Thursday, April 28th at:  
Paynesville City Hall,  
Paynesville Liquor Store,  
LAMB Labor Services,  
and available from any  
Park and Tree Board Member.

Wine Club punch cards and gift certificates are not accepted for this special event.  
Must be 21 years old to attend.

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March 28, 2016

City of Paynesville  
Planning & Zoning  
221 Washburne Ave  
Paynesville, Minnesota 56362

Phone: 320-243-3713

MAR 30 2016

Re: Invitation to Comment as a Consulting Party  
Proposed Telecommunications Tower  
TCNS #: 137605  
Site Name: STC Dolphin  
19445 County Road 130  
Paynesville, Stearns County, Minnesota 56362  
Terracon Project Number: 41167063

**To Whom It May Concern:**

On behalf of Xcell Towers II, Terracon is writing to invite your comment on the effect of the above-referenced project on historic resources within the projects .5-mile Area of Potential Effects (APE) that are eligible for the National Register of Historic Places. We are requesting your review pursuant to Section 106 of the National Historic Preservation Act, the Advisory Council on Historic Preservation's regulation for compliance with Section 106, and the Nationwide Programmatic Agreement on the Collocation of Wireless Antennas (adopted March 16, 2001), and the Nationwide Programmatic Agreement effective March 7, 2005.

Field assessment for both historic properties and archaeological sites will be conducted and a determination will be made of the project's direct and indirect effects on eligible properties. Consulting parties are invited to provide information concerning historic or archaeological properties already listed in the National Register or that could be eligible for listing in the National Register.

Xcell Towers II is proposing to construct a monopole telecommunication tower located at 19445 County Road 130 in Paynesville, Stearns County, Minnesota (lat/long 45 deg 24 min 43.9 sec N, 94 deg 45 min 0.4 sec W). The project involves the construction of a 180-foot monopole tower with an overall height (including attachments) of 185-feet and the installation of an approximate 10-foot by 14-foot prefabricated equipment shelter in a 100-foot by 75-foot land space.

Terracon Consultants Inc, 3535 Hoffman Road East, White Bear Lake, MN 55110

P [651] 770-1500 F [763] 957-5713

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**Invitation to Comment as Consulting Party**  
STC Dolphin ☐ Paynesville, Minnesota  
March 28, 2016 ☐ Terracon Project No. 41167063



If you would like to comment on this undertaking, please respond to this letter within 30 days of its receipt. Thank you for your response on this matter. If you have any questions concerning this letter, please do not hesitate to call me at (651) 770-1500. If you wish to respond by email, I may be reached at [jennifer.shepard@terracon.com](mailto:jennifer.shepard@terracon.com).

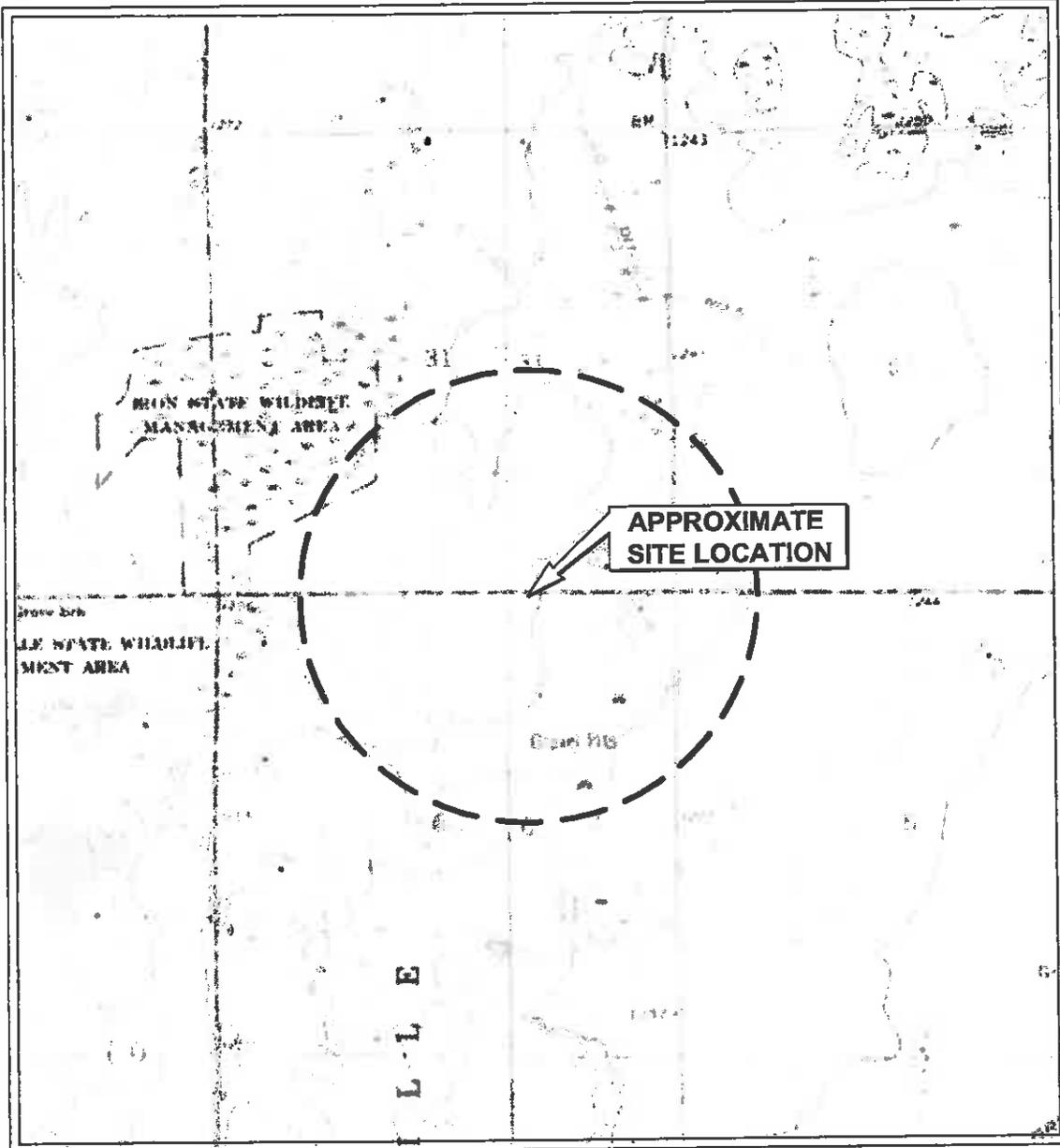
Sincerely,  
**Terracon Consultants, Inc.**

A handwritten signature in black ink that reads "Jennifer Shepard".

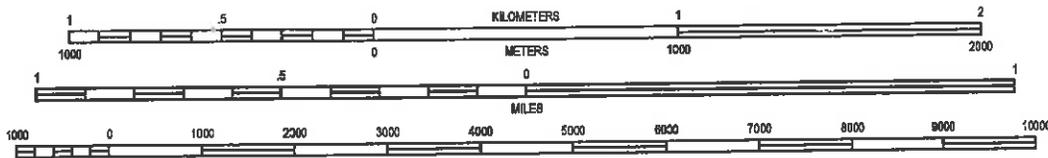
Jennifer Shepard  
Project Manager

Attachments: Project Location Map with APE

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SCALE 1:24 000



CONTOUR INTERVAL 10 FEET  
NATIONAL GEODETIC VERTICAL DATUM OF 1929



**LEGEND**

 HALF MILE RADIUS

**PAYNESVILLE QUADRANGLE  
STEARNS COUNTY ~ MINNESOTA  
1967  
7.5 MINUTE SERIES (TOPOGRAPHIC)**

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mgr:	JLS
Drawn By:	JLM (41)
Checked By:	JAH
Approved By:	JLS
Project No.	41167063
Scale:	AS SHOWN
File No.	41167063C1
Date:	3/2016

**Terracon**  
Consulting Engineers and Scientists  
3535 HOFFMAN ROAD EAST WHITE BEAR LAKE, MN 55110  
PH. (851) 770-1500 FAX. (851) 770-1657

**AREA OF POTENTIAL EFFECTS**  
STCC DOLPHIN  
**XCELL TOWERS II, LLC**  
19445 COUNTY ROAD NO. 130  
PAYNESVILLE, MINNESOTA

<b>EXHIBIT</b>
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## Ron Mergen

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**From:** Ron Mergen  
**Sent:** Thursday, April 07, 2016 9:54 AM  
**To:** 'jennifer.schepard@terracon.com'  
**Cc:** Renee Eckerly  
**Subject:** Proposed Telecommunications Tower

Jennifer

In reference to the proposed Xcell Towers II

This site may fall into the Paynesville municipal Airport Zoning , be advised a zoning determination will required in regards to the elevation of the tower.

Thanks Ron



Account Summary

Basic Securities Account  
364-109931-089

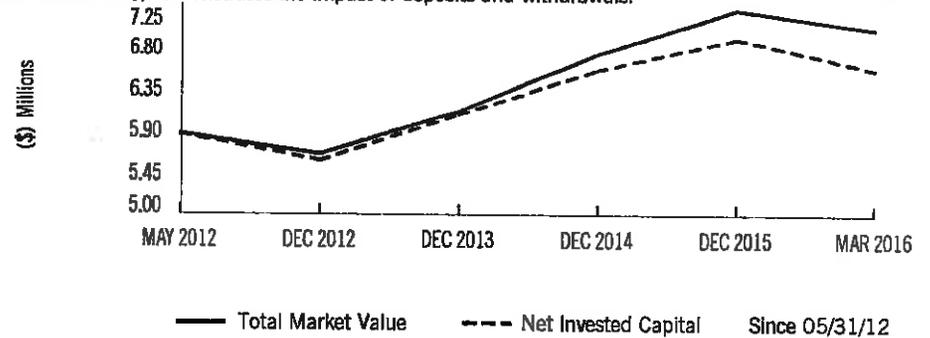
CITY OF PAYNESVILLE  
ATTN: RENEE ECKERLY

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (3/1/16-3/31/16)	This Year (1/1/16-3/31/16)
<b>TOTAL BEGINNING VALUE</b>	<b>\$6,949,948.94</b>	<b>\$7,208,697.48</b>
Credits	395,000.00	397,419.72
Debits	(363,732.44)	(733,388.33)
Security Transfers	—	—
<b>Net Credits/Debits/Transfers</b>	<b>\$31,267.56</b>	<b>\$(335,968.61)</b>
<b>Change in Value</b>	<b>21,001.03</b>	<b>129,488.66</b>
<b>TOTAL ENDING VALUE</b>	<b>\$7,002,217.53</b>	<b>\$7,002,217.53</b>

CHANGE IN VALUE OVER TIME

The display of market value (total account value) and net invested capital (total amount invested minus total withdrawn), demonstrates the impact of deposits and withdrawals.

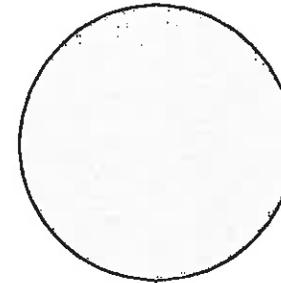


This graph does not reflect corrections to Net Invested Capital or Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value or affect the Net Invested Capital.

ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Fixed Income & Preferreds	\$7,002,217.53	100.00
<b>TOTAL VALUE</b>	<b>\$7,002,217.53</b>	<b>100.00%</b>

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



Fixed Income & Preferreds

This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

APR

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000400 MSADD311 002706

## Jennifer Welling

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**From:** Kevin & Carlyn Farnum <farnumfamily@hotmail.com>  
**Sent:** Thursday, April 07, 2016 2:36 PM  
**To:** Don Pietsch ; 'Jeff Thompson'; Renee Eckerly; Jennifer Welling; Jean Soine ; 'Kay McDaniel'; Rick Thompson  
**Subject:** Special Starry Stonewort meeting  
**Attachments:** Starry Stonewort Informational Meeting Invite plus rodgers info 1.pdf

Please distribute to your board/council. I will attach Dr. Rodgers agenda which will show times where you can interact directly with him.

The Koronis Lake Association is hosting an information session on starry stonewort with one of the leading experts on this nasty aquatic invasive species.

As you probably know, starry stonewort was identified in Lake Koronis late last summer. As of now, Lake Koronis is the only lake in the state with a known infestation of this AIS. Significant efforts are underway to try to manage the infestation under the leadership of the Koronis Lake Association. To that end, we are bringing in Dr. John Rogers from Clemson University, and hosting this information session as a part of his visit.

As stewards of Minnesota lakes, we need to pay close attention to this new AIS. We clearly do not want this to infest other lakes in the state or elsewhere in the country, but unfortunately there is a great deal that is not known about ways to manage a starry stonewort infestation.

This should be a very enlightening session and everyone is welcome to attend. Details are listed in the attachment.

Looking forward to seeing you at the session.

# Starry Stonewort Informational Meeting

With

Dr. John Rodgers, Clemson University

(Starry Stonewort is a new Aquatic Invasive Species impacting Minnesota lakes.)

## Open to all

**When:** April 26, 2016

**Where:** Paynesville High School Auditorium

Door 1 to the auditorium

795 Old Hwy 23, Paynesville, MN 56362

**Time:** 7:00 PM

**Subject:** Presentation on Starry Stonewort and future expectations.

Discuss Koronis Lake Association plan for treatment on Lake Koronis

Dr. John Rodgers, Professor Forestry and Environmental Conservation Department, Director Ecotoxicology Program, Clemson University. Education: Ph.D. Biology/Aquatic Toxicology - Virginia Tech, M.S. Botany/ Ecology - Clemson University, B.S. Botany - Clemson University. Currently Science Advisor, USEPA, on Science Advisory Board Aquatic Ecosystem Restoration Foundation, on Science Advisory Panel, National council for Air and Stream Improvement, and Vice President and Board of Directors, Aquatic Plant Management Society.

Sponsored by Koronis Lake Association

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Dr. John H. Rodgers, Jr. is a professor of ecotoxicology in the Department of Forestry and Environmental Conservation in the College of Agriculture, Forestry and Life Sciences. Dr. Rodgers has been actively engaged in research on the ecology and management of noxious algae and vascular plants for more than 40 years. He has also been involved in design and rehabilitation of wetlands for water quality enhancement throughout the world. Dr. Rodgers received a Bachelor of Science in Botany and Plant Ecology in 1972 and a Master of Science degree in 1974 in Botany and Aquatic Ecology from Clemson University in 1974. He earned his Ph.D. in Aquatic Toxicology and Biology in 1977 from Virginia Polytechnic Institute and State University. Dr. Rodgers was at East Tennessee State University for two years (1977-1979), at University of North Texas for ten years (1979-1989), and at the University of Mississippi for almost ten years (1989-1998) prior to coming to Clemson University. He served in active duty in the US Air Force and was honorably discharged from the US Air Force Reserves with the rank of Captain.

John Rodgers has been a member of APMS and attended annual meetings and presented scientific information along with his students for several decades. He has served on the APMS Board of Directors (2003-2006) and was the initial chair of the APMS Strategic Planning Committee (2008-2014). Dr. Rodgers has served on the Board of Directors of the SCAPMS (2007-2009) and was elected to serve as President of SCAPMS in 2010. He has also served as President of the Society of Environmental Toxicology and Chemistry (2000) and in numerous positions in that organization.

Dr. Rodgers has published more than 100 peer reviewed papers on managing noxious algae and vascular plants as well as constructed wetlands and biogeochemistry in scientific journals. He has served on the editorial board of several journals and has reviewed numerous manuscripts for the Journal of the Aquatic Plant Management Society as well as several other scientific journals. He has received several awards for his work including the Aquatic Plant Management Society, T. Wayne Miller, Jr. Distinguished Service Award for Strategic Planning, the Council for Agricultural Science and Technology, Certificate of Excellence – Educational Materials Award for Benefits of Controlling Nuisance Aquatic Plants and Algae in the United States (with co-authors), and the Aquatic Plant Science Award from the Northeast Aquatic Plant Management Society, Saratoga Springs, NY.