

**REGULAR CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
MAY 23, 2016
6:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT – None
- V. CONSENT AGENDA
 - A. Minutes (page 1)
 - B. Vouchers (page 2)
- VI. NEW BUSINESS
 - A. Small Cities Grant Loan – Vahalla Apts., LLC Deed Transfer Agreement (page 3)
 - B. Nuisance Property Report (page 6)
 - C. City of Roscoe Letter – Wastewater Treatment Facility Improvements (page 12)
 - D. Council & Mayor Salaries & Per Diem (page 15)
 - E. Golf Carts (page 22)
 - F. Trees On Public Property (page 23)
- VII. OLD BUSINESS
 - A. 2016 Street Project (page 35)
 - B. Heatherwood Plat Three Lots – Special Assessments (page 61)
 - C. Hiring Liquor Store Clerks (page 87)
 - D. VOC - Water Treatment Plant (page 88)
 - E. 2016 Airport Fly In (page 89)
 - F. Temporary On-Sale Liquor/Beer License – Paynesville Fire Relief Association (page 95)
 - G. Revised Temporary Street Closing – T & C Days Chamber of Commerce - Street Dance, Beer Garden & Food Booth (page 97)
- VIII. INFORMATIONAL
 - A. April Police Reports (page 99)
 - B. West Central Sanitation May Garbage Report (page 103)
 - C. Electronic/Credit Cards Accepted June 1, 2016 for Water/Sewer Bills (page 104)
- IX. ADJOURN

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

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

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: V – A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the minutes from the following meetings:

Meeting

May 5, 2015 Board of Appeal & Equalization

**Emailed
5-20-16**

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the following meetings:

May 5, 2015 Board of Appeal & Equalization

5-20-16

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: Consent

Item Number: V-B

ITEM DESCRIPTION: Vouchers

Prepared by: Alice McColley

COMMENTS:

Please review the following vouchers:

05/12/2016	Payroll Checks	92510-92514	\$4,366.21
05/12/2016	Payroll Taxes	92515-92518	\$1,274.59
05/12/2016	Payroll Direct Deposit		\$17,719.12
05/12/2016	Payroll - Fed		\$6,001.85
05/12/2016	Payroll - State		\$111.53
05/12/2016	Payroll - TASC		\$538.43
05/12/2016	Payroll - PERA		\$5,837.26
05/12/2016	Payroll - SELECT		\$207.70
05/12/2016	Payroll - Blue Cross		\$4,693.66
05/12/2016	Payroll - AFLAC		\$139.41
05/12/2016	Void CK bolton/menk	92298	-\$24,888.33
05/18/2016	Vouchers	92519-92596	\$143,948.42
		TOTAL	\$159,949.85

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the following vouchers:

05/12/2016	Payroll Checks	92510-92514	\$4,366.21
05/12/2016	Payroll Taxes	92515-92518	\$1,274.59
05/12/2016	Payroll Direct Deposit		\$17,719.12
05/12/2016	Payroll - Fed		\$6,001.85
05/12/2016	Payroll - State		\$111.53
05/12/2016	Payroll - TASC		\$538.43
05/12/2016	Payroll - PERA		\$5,837.26
05/12/2016	Payroll - SELECT		\$207.70
05/12/2016	Payroll - Blue Cross		\$4,693.66
05/12/2016	Payroll - AFLAC		\$139.41
05/12/2016	Void CK bolton/menk	92298	-\$24,888.33
05/18/2016	Vouchers	92519-92596	\$143,948.42
		TOTAL	\$159,949.85

2

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – A

ITEM DESCRIPTION: Small Cities Grant Loan – Vahalla Apts., LLC – Deed Transfer Agreement

Prepared by: Staff

COMMENTS:

Renee Eckerly will give a verbal report. Vahalla Apartments have a current Small Cities Grant Loan with the City of Paynesville. They have changed their name to a LLC; therefore, the need for the Deed Transfer Agreement. Please see attached Valhalla Apartments, LLC Deed Transfer Agreement between the City of Paynesville and Richard Glenz and Michelle Glenz.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Valhalla Apartments, LLC Deed Transfer Agreement between the City of Paynesville and Richard Glenz and Michelle Glenz.

**VALHALLA APARTMENTS, LLC
DEED TRANSFER AGREEMENT**

This Agreement, made and entered into this _____ day of May, 2016, by and between Richard E. Glenz and Michelle M. Glenz, individually and as the only members of Valhalla Apartments, LLC, (“Owners”), and the City of Paynesville.

RECITALS

1. On November 18, 2008, the Stearns County HRA agreed to extend to Owners a deferred loan via the City of Paynesville SCDP Rehabilitation Program relating to the real estate described as: Lot Four (4) and Five (5), in Block Y, in the Townsite (now City) of Paynesville.
2. A Deferred Loan Agreement was signed by Owners on February 18, 2009.
3. In consideration of said Deferred Loan, Owners agreed with the City that if the described real estate is sold, transferred or otherwise conveyed, voluntarily or involuntarily, while the Owners are living or by reason of death by the Owners, Owners would be responsible to repay the Stearns County HRA. However, after 120 months, the Owners would not be obligated to repay any of the original \$12,400.00 to the City or HRA.
4. According to the Deferred Loan Agreement, the Owners currently would be required to repay 60% of the Deferred loan amount, or \$7,440.00 if the described property is transferred.
5. Owners wish to create Valhalla Apartments, LLC, and transfer described property into the name of the LLC which will be 100% owned by the Owners.

Therefore, in consideration of the foregoing, and the agreement hereinafter expressed, the Owners and the City of Paynesville stipulate to the accuracy of the foregoing Recitals and incorporate them into the body of this Agreement by reference, and otherwise agree as follows:

1. **Transfer.** The City of Paynesville agrees that the proposed transfer of the above described property to Valhalla Apartments, LLC, which will be validly created under the laws of Minnesota and entirely owned by Richard E. Glenz and Michelle M. Glenz, is a voluntary transfer, but will not trigger any transfer related repayment obligation as originally required by the Deferred Loan Agreement executed by the Parties.

14

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – B

ITEM DESCRIPTION: Nuisance Property Report

Prepared by: Staff

COMMENTS:

During the ordinance codification it was recognized that the Council (annually – in the month of May) order an investigation of premises to determine any hazardous conditions/nuisance on any premise. Please see attached current ordinance. Discuss possible properties.

Discussion on if the Council wishes to continue to with this ordinance or deem as unnecessary and remove it prior to the final codification.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.

6

- Railroad Street between Lake Avenue and River Street;
- River Street between Railroad Street and James Street;
- James Street between River Street and Lake Avenue;
- Stearns Avenue between James Street and Hoffman Street;
- Augusta Avenue between Railroad Street and Mill Street;
- Washburne Avenue between Railroad Street and Hoffman Street;

it is unlawful for any person to place, deposit, display or offer for sale, any goods or to fence or otherwise place any obstruction upon, over, across or under any public property without first having obtained written permission from the City Administrator, and then only in compliance in all respects with the terms and conditions of such permit, and taking precautionary measures for the protection of the public. Any electrical cord or device of any kind is specifically included within the definition of an obstruction. Where an obstruction is permitted on a public sidewalk, that obstruction shall be placed and located so as to leave a straight path on the sidewalk at least 42" wide, not including the curb top, for pedestrian traffic to pass.

Source: Ordinance No. 72, 2nd Series
Effective Date: 09-02-2004

Subd. 2. Fires. It is unlawful for any person to build or maintain a fire upon public property except in the grills provided by the park or acceptable aboveground or off-ground grills.

Subd. 3. Dumping on Public Property. It is unlawful for any person to throw or deposit on public property any nails, dirt, glass or glassware, cans, discarded cloth or clothing, metal scraps, garbage, leaves, grass or tree limbs, paper or paper products, shreds or rubbish, oil, grease or other petroleum products, or to empty any water containing salt or other injurious chemicals thereon. It is a violation of this Section to place or store any building materials or waste resulting from building construction or demolition on public property without first having obtained a written permit from the Council.

Subd. 4. Signs and Other Structures. It is unlawful for any person to place or maintain a sign, advertisement, or other structure on public property without first having obtained a written permit from the Council.

Subd. 5. Snow or Ice on Public Property. It is unlawful for any person not acting under a contract with the City to dump snow or ice on public property.

Subd. 6. Continuing Violation. Each day that any person continues in violation of this Section shall be a separate offense and punishable as such.

Subd. 7. Condition. Before granting any permit under any of the provisions of this Section, the Council may impose such insurance or bonding conditions thereon as it, considering the projected danger to public or private property or to persons, deems proper for safeguarding such persons and property. Such insurance or bond shall also protect the City from any suit, action or cause of action arising by reason of such obstruction.

~~X~~ SEC. 10.42 HAZARDOUS CONDITIONS.

7

Subd. 1. Policy & Purpose. The City has determined that the outdoor accumulation of certain items within the City limits of the City of Paynesville is a source of filth, cause of sickness, and an immediate danger to the health, safety, and welfare of persons and property in the City. The City finds that if such unauthorized, unwholesome, and dangerous accumulations and the failure to maintain reasonable standards of cleanliness are permitted to continue to pose such a threat, that it is a nuisance. This section is adopted to protect the residents of the City and their property and property values, and to allow such accumulations to be addressed as either criminal violations, or as a civil matter for which abatement may be sought, or both, as circumstances may require.

Subd. 2. Definition. “Accumulation” as used herein means the prohibited item in any number or amount.

Subd. 3. Unlawful Public Nuisances. A) Private Property Within Any Residential Zoning District. On private property zoned residential it shall be unlawful and a public nuisance to cause or permit any of the following except in a lawfully operated junkyard, in a container permitted and the contents regularly disposed of, or within a fully enclosed and lawfully erected building:

i) Any accumulation of unlicensed, unregistered, or inoperable motor vehicles.

ii) Any accumulation of inoperable machinery, mechanical equipment, agricultural implements, motorized vehicles, bicycles, boats, and outboard motors or components thereof.

iii) Any accumulation of household furniture, furnishings or appliances or parts or components thereof.

iv) Any accumulation of household waste, metal, lumber, glass, paper, rubber, concrete, yard waste, or other material, whether organic or inorganic, resulting from building construction, renovation, remodeling, demolition, or otherwise accumulated.

v) Any accumulated felled tree or brush materials, including wood, branches, and leaves, except as immediately processed into lumber, wood for fuel, or other such ultimate use and neatly stacked or stored.

B) Private Property Within Any Agricultural Commercial or Industrial Zoning District. On private property zoned agricultural, commercial or industrial, it shall be unlawful and a public nuisance to cause or permit any of the following except in a lawfully operated junkyard, in a container permitted and the contents regularly disposed of, or within a fully enclosed and lawfully erected building which is not open to the public:

i) Any accumulation of unlicensed, unregistered, or inoperable motor vehicles.

ii) Any accumulation of inoperable machinery, mechanical equipment, agricultural implements, motorized vehicles, bicycles, boats, and outboard motors or components thereof, except on the premises of a business which is lawfully operated and engaged in the sale of the type of machinery, implement, appliance or component parts thereof

found on the premises.

iii) Any accumulation of household furniture, furnishings or appliances or parts or components thereof, except on the premises of a business which is lawfully operated and engaged in the sale of the type of machinery, implement, appliances or component parts thereof found on the premises.

Subd. 4. Unlawful Acts & Enforcement. As to any provision of this section which constitutes an unlawful act, in addition to all civil proceedings described in the following provisions of this section, such act shall constitute a violation under the provisions of Section 10.99, and each day that the violation continues, or is permitted to continue, shall constitute a separate offense in prosecution of such unlawful act.

Subd. 5. Civil Abatement. A) Investigation & Notice of Hearing. Upon receipt of any complaint of violation of Subdivision 2 of this Section, or on their own initiative, but at least annually during the month of May, the Council shall order an investigation of the premises and if it is found that there is a hazardous condition and a nuisance on any premises in violation of this Section, the same shall be reported to the City Administrator who shall prepare a Notice of Hearing On Order to Abate Nuisance addressed to owners, tenants, mortgagees and other lien holders, all of whose interests are known to the City Administrator or appear of record, and bearing the legal description of the premises on which the alleged violation appears. The Notice shall state the date, time and place of hearing and describe the violation in general terms.

B) Service of Notice. The Notice shall be served at least 20 days before the date of hearing in the following manner: (1) if the person to whom it is addressed resides in the City, or can readily be found therein, it shall be served personally on the addressee or left at his residence with a person of suitable age and discretion; (2) addressees not served personally shall be served by certified mail at their addresses appearing in records of Stearns County; and (3) by publication of the Notice once in the official newspaper at least ten (10) days prior to the date of hearing. Inadvertent failure to serve any addressee personally or by certified mail shall not invalidate the proceedings, but publication shall then suffice.

C) Hearings, Findings and Decision. i) The hearing shall be held before the Council at a regular or special meeting and conducted in the same manner as an administrative appeal. All persons desiring to be heard shall be afforded an opportunity to present evidence.

ii) At any time after the hearing is closed, but at least at its next regular meeting, the Council shall decide whether or not the item or items constitute a nuisance in violation of this Section and direct the drawing and serving of Findings of Fact and Decision by certified mail on all addressees. If the Council finds that there is a violation, the decision shall include an Order to Abate Nuisance and specify the date by which abatement shall be completed.

iii) Estimated value, if any, of all offensive items described in Subdivision 2, Subparagraph A, shall be included in the evidence and in the Findings. "Value" for the purpose of this Section means the amount of money, in cash, which can be obtained in a negotiated sale on a known and ready market in the City.

D) City to Abate. If abatement of the items described in Subdivision 3 is not completed by the date stated in the Order to Abate Nuisance, the City or a contractor hired by the City may enter upon the premises, remove the offending item or items, and clean up the nuisance.

E) City Disposal. If the City abates the nuisance it shall dispose of the items as follows:

i) Any item or items of value shall be sold locally in a negotiated sale.

ii) Items of no value shall be disposed of in a landfill or other site acceptable to governmental regulatory authority.

F) Allocation of Proceeds and Assessment. If the City or a contractor hired by the City abates the nuisance, all costs thereof, including, but not limited to, cost of sale, if any, shall be aggregated, sale proceeds deducted, and the remainder certified as a special assessment.

G) Failure to Abate Nuisance on Business Premises. If the hazardous condition and nuisance described in Subdivision 3 of this Section is not abated within the time limited, all present licenses issued by the City to carry on the business on such premises shall be revoked, and no future license shall be issued therefore until full abatement has been completed.

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

Source: Ordinance No. 101, 2nd Series
Effective Date: 04-03-2008

SEC. 10.43. ABANDONING A MOTOR VEHICLE. It is unlawful for any person to abandon a motor vehicle on any public or private property without the consent of the person in control of such property. For the purpose of this Section, a "motor vehicle" is as defined in Minnesota Statutes, Chapter 169.

SEC. 10.44. BARBED WIRE FENCES. It is unlawful for any person to erect or maintain a barbed wire fence upon his property, which fence is less than six (6) feet above the ground and within three (3) feet of a sidewalk or public right-of-way except in those areas zoned Agricultural.

Source: City Code
Effective Date: 03-15-1992

(Sections 10.45 through 10.98, inclusive, reserved for future expansion.)

(Pages 304 through 307 reserved)

SEC. 10.99. VIOLATION A MISDEMEANOR. Every person violates a section, subdivision, paragraph or provision of this Chapter when he performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, or performs an act prohibited or declared unlawful or fails to act when such failure is prohibited or declared unlawful by a Code adopted by reference by this Chapter, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.

Source: City Code
Effective Date: 03-15-1992

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – C

ITEM DESCRIPTION: City of Roscoe Letter – Wastewater Treatment Facility Improvements

Prepared by: Staff

COMMENTS:

Ron Mergen/Chuck DeWolf will give a verbal report. Draft minutes from the Public Works Committee meeting:

Members reviewed the letter from the City of Roscoe. MPCA has directed Roscoe to explore wastewater treatment improvements. One of the options is to regionalize with Richmond or Paynesville. DeWolf presented a buy in analysis:

Option 1 - Sewer Access Charge (SAC) method – City currently charges \$1000.00 connection fee to all users that hook up. Roscoe would have 58 equivalent units. The buy in fee would be \$58,000.00.

Option 2 - based on permitted flow capacity and the last rehab improvements.

Permitted flow - .887mgd

Roscoe's estimated daily flow - 10,000 gpd

Percentage of capacity - 1.13 %

Cost of improvements - \$5,550,000.00

Total buy in charge - \$62,570.46

User rates - \$21.00 base fee

Usage rate - \$3.36/1,000 gallons

Pros & Cons for the City of Paynesville:

Cons:

- The City would be allocating 1.13 % of its capacity

Pros:

- City would receive the buy in fee
- Roscoe would be included in all future projects and rate increase so the costs would be spread out to more accounts
- Roscoe would be responsible for all costs up to the point the wastewater enters the City's system
- Paynesville would bill base on a meter from the lift station and not each account

Currently the City is averaging .575 MGD or 65 % of its capacity. This is due the City's installation of the backwash reclaim tank 25,000 gpd and AMPI's installation of a polisher 80,000 gpd. Members discussed the buy in options noting the SAC method is fair and the City is currently utilizing it and can continue to use into the future.

Motion was made by Hemmesch to recommend the Sewer Access Charge (SAC) proposal to the City of Roscoe; allowing them to connect to the wastewater system and recommend such to the City Council. Seconded by Quade and unanimously carried.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to authorize City staff to negotiate a contract with the City of Roscoe for wastewater services.

City of Roscoe
305 1st St. Roscoe, MN 56371 320-597-5100
cityofroscoe@arvig.net

April 19, 2016

Mr. Ron Mergen
Public Works Director
City of Paynesville
221 Washburne Ave
Paynesville, MN 56362

RE: Wastewater Treatment Facility Improvements
City of Roscoe, MN
BMI Project No.: M25.110575

Dear Ron,

The City of Roscoe has been directed by MPCA to explore wastewater treatment facility improvements to address the issue of nitrates entering the groundwater from their existing facility. The City has retained Bolton & Menk, Inc. to assist them in this process. A Wastewater Treatment Facility Plan has been prepared and submitted to MPCA for review.

The Facility Plan discusses two alternatives for Roscoe's wastewater treatment facility. One of the alternatives is regionalization, in which the wastewater from Roscoe would be pumped to Paynesville or Richmond, and treated at their wastewater treatment facility. The purpose of this letter is to discuss that possibility with you.

The design parameters of Roscoe's Wastewater Treatment Facility are summarized in the following table:

Roscoe WW Facility - Design Parameters	
Parameter	Design Value
Design Flow (ADF)	10,000 gpd
Maximum Daily Flow (MDF)	25,000 gpd
CBOD ₅	300 mg/l
TSS	350 mg/l

The City of Roscoe is requesting responses from you on the following questions:

1. Are you interested in allowing Roscoe to regionalize with your facility?

2. Would you charge a buy-in fee, and if so, how much?

3. What would the ongoing rate structure be for the City of Roscoe?

Please also provide any additional information you feel is pertinent if not described above. If necessary, we could organize a meeting to discuss this topic further. We look forward to hearing from you regarding this matter.

Sincerely,


City of Roscoe

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – D

ITEM DESCRIPTION: Council & Mayor Salaries & Per Diem

Prepared by: Staff

COMMENTS:

The Budget & Finance Committee discussed the Council & Mayor Salaries and what the staff received. The last increase was approved on June 11, 2012 effective 2013. The Budget & Finance Committee recommends increasing the Council & Mayor Salaries by 1.5% in 2017 and 2% in 2018.

The Budget & Finance Committee also discussed the per diem of \$45.00 for a half day and \$90.00 for a full day. The last increase was in 2006. The Budget & Finance Committee recommends increasing it to \$50.00 for a half day and \$100.00 for a full day.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to increase the Council & Mayor salaries by 1.5% in 2017 and 2% in 2018.

Motion to increase the Council & Mayor per diems to \$50.00 for a half day and \$100.00 for a full day, effective January 1, 2017.

15

ORDINANCE NO. 142, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT" BY AMENDING SECTION 2.11 THEREOF ENTITLED "SALARIES AND OTHER COMPENSATION OF MAYOR AND COUNCIL MEMBERS"; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 2.99 OF CHAPTER 2, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS AS FOLLOWS:

Section 1. City Code, Chapter 2, Section 2.11, is hereby amended to read as follows:

SEC. 2.11. SALARIES AND OTHER COMPENSATION OF MAYOR AND COUNCIL MEMBERS.

Subd. 1. The salary of the Mayor shall be \$4,479.38 per year payable quarterly commencing January 1, 2013. The salary of the Mayor shall be ~~\$4,479.38~~ per year payable quarterly commencing ~~January 1, 2013~~.

Subd. 2. The salary of each council member shall be \$3,359.53 per year payable quarterly commencing January 1, 2013. The salary of each council member shall be ~~\$3,527.51~~ per year payable quarterly commencing ~~January 1, 2014~~.

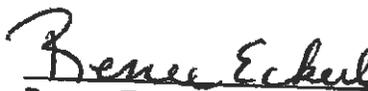
Subd. 3. In addition to the foregoing, a per diem and other compensation of council members shall be set by resolution of the council.

Section 2. City Code, Chapter 1, entitled "General Provisions and Definition Applicable to the Entire City Code Including Penalty for Violation", and Section 9 entitled "Violation a Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this 11th day of June, 2012.

ATTEST:


Jeff Thompson, Mayor


Renee Eckerly, City Administrator

Published in the Paynesville Press on June ²³ 20, 2012.

**MINUTES
SPECIAL CITY COUNCIL MEETING**

JUNE 11, 2012

Mayor Jeff Thompson called the meeting to order at 6:00 p.m. Council members present were Jeff Bertram, Jean Soine, Dennis Zimmerman, and Gene Beavers. Others present were Renee Eckerty, City Administrator; Ron Mergen, Public Works Director; Jennifer Welling, Administrative Assistant; Stephanie Hormann, Cable Coordinator; Chuck DeWolf, Bolton & Menk, Inc.; Bill Spooner, City Attorney; Ellarry Prentice, Press; Lieutenant Bob Dickhaus, Stearns County Sheriff's Department, Charles Buggs, Vince Wander, Shannon Olmscheid, Amanda VanderBeek, Dave Peschong, Sandy Wander, Duane Olmscheid, Neil Herzberg, Bob Liestman, Fire Chief, Joe Schmitz, Mark Eckerty, Tom Schwalbe, Keith Hemmesch, CenterPoint Energy; Paul Schwarz, AFSCME; Andrea Olmscheid, and Maria Schwalbe, and others that did not sign in.

The Pledge of Allegiance was recited.

Bertram led the Council in prayer. Council members gave verbal activity reports.

Ron Mergen gave a Public Works Department Report including:

- Water Festival
- Meter reading
- Wastewater flows
- One airport hangar is open
- There are wood chips available at the compost site
- Community gardens
- BMX bike track

Lieutenant Bob Dickhaus gave a Police Department Report including:

- Overtime is due to training and shift coverage
- Dictation and transcription pilot project is working well

Dickhaus gave the public a brief background on the medical incident and presented the life saving awards to Vince Wander, Shannon Olmscheid and Officer Charles Buggs.

CONSENT AGENDA

Motion to approve the minutes from the following meetings: March 27, 2012 Public Safety Committee, January 24, 2012 Public Safety Committee, March 28, 2012 City Council, May 9, 2012 City Council, May 23, 2012 City Council, May 8, 2012 Board of Review & Equalization, and March 28, 2012 Credit Union Boundary Drainage & Utility Vacation Public Hearing.

Motion to approve the following vouchers:

5/23/12	#84255	\$ 14,691.66
5/31/12	#84260-84261	\$ 2,638.16
	#84262-84264	\$ 182.63
	#84265	\$ 1,467.39
	#84266	\$ 76.17
	+ACH	\$ 6,550.68
6/4/12	#84267-84308	\$ 40,743.18
6/11/12	#84309-84337	\$ 71,423.18
Total		\$ 137,783.03
Payroll:		
5/31/12	#84256-84259	\$ 3,708.83
	Direct Deposit	\$ 10,087.27
	Direct Deposit	\$ 4,289.66
ACH:	4/12 Liquor Sales Tax	\$ 6,797.00

Motion to approve the Airport Ground Lease between the City of Paynesville and Bill Lothert.

Motion to approve the list of Election Judges (Janice Zumwalde (Head Judge), Carolyn Swyter, Christine Witrock, Renee Eckerty, Linda Mayer, Joan Brogaard, Mark Petz, Lydia Desm, Allen Anderson) for the Primary Election on August 14, 2012 & General Election November 6, 2012.

Motion to give Renee Eckerly, City Administrator the authority and permission to appoint judges in case of an emergency.

Motion to approve step increase for Deanne Nolen from Grade 1, Step 2 (\$8.33) to Grade 1, Step 3 (\$8.52) retroactive to 4/7/12.

Motion was made by Beavers to approve the Consent Agenda. Seconded by Soine and unanimously carried.

TRANSFER OF FUNDS FOR TIF 1-11 EXPENSES

The City has received a bill from Stearns County on the setup of TIF 1-11 in the amount of \$440.00. The TIF district will not receive tax increments until 2014 and in order to avoid negative interest it is recommended to transfer \$440.00 from EDAP fund 220 to TIF 1-11 fund 272 to be repaid when tax increments are allotted.

Motion was made by Bertram to transfer \$440.00 from the EDAP fund 220 to TIF 1-11 fund 272. Seconded by Beavers and unanimously carried.

CENTERPOINT ENERGY GRANT CHECK PRESENTATION

Keith Hammesch, CenterPoint Energy Local Service Representative presented the City with a grant check in the amount of \$1,750.00 for confined space Fire Department equipment.

MAYOR & COUNCIL SALARIES

The Budget & Finance Committee has reviewed this and recommends increasing the salaries. Excerpt from the Budget & Finance Committee Meeting:
Council Salaries 2013/2014 – The Committee discussed that the City Council has frozen their salaries for the last 3 years from 2010 through 2012. The Committee discussed an increase of 10% in 2013 and zero in 2014 or 5% for the next 2 years 2013 and 2014.

2013	Mayor	\$4,266.08 + \$213.30 (5%)	= \$4,479.38
	Council	\$3,199.55 + \$159.98 (5%)	= \$3,359.53
2014	Mayor	\$4,479.38 + \$223.97 (5%)	= \$4,703.35
	Council	\$3,359.53 + \$167.98 (5%)	= \$3,527.51

Motion was made by Zimmerman to increase the Council salaries 5% for the next 2 years (2013 and 2014) and recommend such to the City Council. Seconded by LaBeau and unanimously carried.

If approved, an Ordinance will have to be amended (No. 142, 2nd Series). This ordinance could be approved and then drafted by Attorney Spooner. It was reported that this seemed reasonable at this time. Thompson stated that this is not a good idea.

Motion was made by Beavers to increase the Council salaries 5% for the next 2 years (2013 and 2014) and approve Ordinance No. 142, 2nd Series. Seconded by Soine.

It was further stated that the Council should receive what the employees get. This is actually less than what the employees have received over the past 8 years. This also seems reasonable for the 30 hours a month that is put in and for future Council's.

The Motion passed 4:1 (Beavers, yes; Bertram, yes; Soine, yes; Zimmerman, yes; and Thompson, no).

GAZEBO RENTAL REFUND

Jean Hazelwood rented the Gazebo for her dad (John Riffe) who paid for the rental fees for the Gazebo on May 19, 2012. They used the Gazebo; however, Voss Plumbing & Heating had the water shut off as they were installing the sprinkler system. Mr. Riffe was in and would like a refund due to having no water and the overall condition of the park.

Motion was made by Bertram to approve the Gazebo Rental Refund in the amount of \$26.72; payable to John Riffe. Seconded by Beavers and unanimously carried.

POLICE CHIEF POSITION

Eckerly reported the following:

- 15 applications received
- Currently on time with check list
- Polices & Procedures Committee has approved the scoring sheet and questions
- Interview Committee has been contacted regarding the interview dates

Dickhaus reported the following:

- 15 applications were scored
- 6 scored above 64
- 14 of the 15 applicants are eligible
- 3 applicants are from out of state
- 9 candidates scored above 60

It was stated that the score of 65 was a nice break which will give the Committee 6 candidates. Three interviews will be held on June 25th and three on June 26th.

EMERGENCY MANAGEMENT DIRECTOR

No applications were received and the position is being reposted through June 15, 2012.

2012 LIQUOR FUND BUDGETED TRANSFERS

The following is the 2012 Liquor Fund Budgeted Transfer:

Transfer \$9,000 from the Liquor Fund to the Liquor Fund Capital Improvement Fund. The above transfer was included in the budget process and is part of the approved 2012 Budget for the Liquor Fund.

Motion was made by Zimmerman to approve the 2012 Liquor Fund Budgeted Transfer. Seconded by Soine and unanimously carried.

2012 BOND LEVY TRANSFER

G. O. Imp Bonds of 2008	77,000
G. O. Imp Bonds of 2010 Series A	48,000
G. O. Imp Bonds of 2010 Series B	34,500
G. O. Imp Bonds of 2010 Series C	7,800
G. O. Imp Bonds of 2012	<u>45,000</u>
	\$212,300

This transfer is based on the Debt Management Study draft dated May16, 2012 from Northland Securities.

Motion was made by Zimmerman to approve the 2012 Budgeted Bond Levy Transfer of \$212,300. Seconded by Beavers and unanimously carried.

2012 GENERAL FUND BUDGETED TRANSFERS

The following are the 2012 General Fund Budgeted Transfers:

Transfer \$800 from General Fund to the General Fund Capital Improvement for Administration.
Transfer \$2,500 from General Fund to the General Fund Capital Improvement for Municipal Building.

Transfer \$5,000 from the General Fund to the Police Capital Improvement Fund.

Transfer \$5,000 from the General Fund to the Fire Department Capital Improvement Fund

Transfer \$10,000 from General Fund Fire to the Fire Reserve Fund for building depreciation.

Transfer \$25,000 from General Fund Fire to the Fire Reserve Fund for equipment depreciation.

Transfer \$1,000 from General Fund to the Emergency Services Capital Improvement Fund.

Transfer \$10,000 from General Fund Street & Alleys to the Street/Sidewalk Capital Improvement Fund for Street Construction.

Transfer \$69,907 from General Fund Street & Alleys to the Street/Sidewalk Capital Improvement Fund for Street Equipment.

Transfer \$15,000 from General Fund Municipal Parks to the Park Capital Improvement Fund.

Transfer \$7,500 from General Fund Recreational Trail to the Lake Koronis Trail Fund.
Transfer \$9,000 from General Fund Airport to the Airport Capital Improvement Fund.
Transfer \$500 from General Fund Cable to the General Capital Improvement Fund for Cable.
Transfer \$25,268 from General Fund to the EDAP Fund.
The above transfers were included in the budget process and are part of the 2012 General Fund Budget.

Motion was made by Bertram to approve the 2012 General Fund Budgeted Transfers. Seconded by Soine and unanimously carried.

2012 WATER AND SEWER FUNDS BUDGETED TRANSFERS

The following are the 2012 Water and Sewer Funds Budgeted Transfers:
Transfer \$140,000 from the Water Fund to the Water Capital Improvement Fund
Transfer \$78,442 from the Water Fund to the Water Equipment Replacement Fund.
Transfer \$20,000 from the Water Fund to the 2004 Improvement Debt Fund.
Transfer \$10,500 from the Water Fund to the 2006 Improvement Debt Fund.
Transfer \$25,500 from the Water Fund to the 2008 Improvement Debt Fund.
Transfer \$12,000 from the Water Fund to the 2010 Improvement Debt Fund.
Transfer \$30,000 from the Water Fund to the 2010 Hwy 23 Improvement Debt Fund.
Transfer \$80,000 from the Sewer Fund to the Sewer Capital Improvement Fund.
Transfer \$152,900 from the Sewer Fund to the Sewer Equipment Replacement Fund.
Transfer \$14,000 from the Sewer Fund to the 2004 Improvement Debt Fund.
Transfer \$12,000 from the Sewer Fund to the 2006 Improvement Debt Fund.
Transfer \$21,000 from the Sewer Fund to the 2008 Improvement Debt Fund.
Transfer \$15,250 from the Sewer Fund to the 2010 Improvement Debt Fund.
Transfer \$20,000 from the Sewer Fund to the 2010 Hwy 23 Improvement Debt Fund.
Transfer \$45,000 from the Sewer Fund to the Sewer Capital Improvement Fund.
The above transfers were all included in the budget process and are part of the approved 2012 Budgets for the Water and Sewer Funds.

Motion was made by Beavers to approve the 2012 Water and Sewer Funds Budgeted Transfers. Seconded by Zimmerman and unanimously carried.

HWY. 23

DeWolf reported that a projected opening date has not yet been determined and the project continues to move forward. Eckerly reported that Paul Rasmussen thought the road would be opened sometime in mid to late July due to the shortage of break-away poles.

WATER PLANT REHAB PROJECT

DeWolf reported the following:

- The letter to MPCA was distributed and reviewed
- The Public Works Committee suggested another option if excavation is not done
- AMPI consumes 250,000 per day of water so there could be financial loss for them if the water is contaminated
- It was suggested that the entire Council sign the letter to MPCA of the alternative to excavation

MPCA – FORMER MIDTOWN SERVICE STATION CLEAN UP

Mergen reported on the example letter and Access Agreement, and map from Terracon. An official letter and Access Agreement is being drafted to the City of Paynesville from Terracon to install monitoring wells in the right-of-way at the following locations:

1. Corner of Hwy 23 and Koronis Avenue
2. Corner of Mill Street and Koronis Avenue
3. Corner of Lake Avenue and South Street
4. 200 ft south of Hwy 23 on Pomeroy Avenue
5. Mid-block of Morningside and South Street

Mergen reported that the Public Works Committee recommends delaying approval of the access agreement. The Council consented to delay the approval of the access agreement and no formal action was necessary at this time.

INFORMATIONAL

Thompson reviewed the following informational items: Overtime Reports, Spring Clean Up & Household Hazardous Waste Collection Report, April Liquor Revenue & Expenses, Incode Financial Reports, City Attorney Report, Liquor Revenue & Expenses, and Capital Improvement Breakdown Report (emailed to Council!) a copy can also be obtained from the accounting department at City Hall. Data Practices Policies – due to the size please contact City Hall if you wish to have a hard copy of this document – this document is being sent as a separate attachment. May Police Report, Library Report and letters from John Neal, Attorney representing Renee Eckerly, City Administrator. There being no further business, the meeting was adjourned at 6:30 p.m.

Renee Eckerly, City Administrator

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – E

ITEM DESCRIPTION: Golf Carts

Prepared by: Staff

COMMENTS:

Paul Wegner will give a verbal report on golf cart usage within the City limits. This will be further addressed at the Public Safety Committee meeting on Tuesday, June 28, 2016 at 5:30 p.m.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: New Business

Item Number: VI – F

ITEM DESCRIPTION: Trees On Public Property

Prepared by: Staff

COMMENTS:

During the Ordinance Codification process it was discovered that the City is to have a Resolution in place addressing standards for the selection and placement of trees on public property. Please review the attached ordinances requiring the Resolution and Resolution 2016-13 Adopting Standards For The Selection And Placement Of Trees On Public Property addressing such.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Resolution 2016-13 Adopting Standards For The Selection And Placement Of Trees On Public Property.

Subd. 4. Council Action. The City Administrator shall refer the application and results of investigation to the Council at its next regular meeting. The Council may either (1) deny the permit, (2) grant the permit, or (3) grant the permit on condition that a date, time or route are acceptable to applicant which differ from such as stated in the application. Applicant shall have three (3) days within which to communicate his acceptance to the City Administrator.

Subd. 5. Unlawful Acts.

A. It is unlawful for any person to hamper, obstruct, or impede or interfere with any parade, parade assembly or any person, animal or vehicle participating in the parade.

B. It is unlawful for any person to drive a vehicle between the vehicles or persons comprising a parade when such parade is in motion.

C. It is unlawful for any person to enter into a parade without prior authorization from the parade chairman.

Subd. 6. Exceptions. This Section shall not apply to (1) funeral processions, or (2) a governmental agency acting within the scope of its functions.

* **SEC. 7.10. REGULATION OF GRASS, WEEDS AND TREES.**

* **Subd. 1. City to Control Tree Planting (Standards).** The City shall have control and supervision of planting shrubs and trees upon, or overhanging, all the streets or other public property. The City may establish and enforce uniform standards, by resolution, relating to the kinds and types of trees to be planted and the placement thereof. Such standards shall be kept on file in the office of the City Administrator and may be revised from time to time by action of the Council upon the recommendation of the City Park & Tree Board.

Subd. 2. Permit Required. It is unlawful for any person to plant or remove trees or other plants which are upon City property, including rights-of-way, without first procuring from the Park & Tree Board a permit in writing to do so.

Source: City Code
Effective Date: 03-15-1992

Subd. 3. Duty of Property Owners to Cut Grass and Weeds and Maintain Trees and Shrubs.

A. Grass and Weeds. Every owner of property abutting on any street shall cause the grass and weeds to be cut on such property and from the point of the property nearest to any abutting street to the centerline of such street. If the grass and weeds in such a place attain a height in excess of six (6) inches it shall be prima facie evidence of a failure to comply with this Subdivision. Notice of failure to comply shall be served by mail upon the owner of the property. If the owner of the

property has not completed within five (5) days after the mailing of such notice, the City may cut the grass and the cost thereof shall be levied against the property as a special assessment and collected as in the case of other special assessments in the same manner as real estate taxes if the full balance of the cost is not paid within 30 days after a bill for the costs has been mailed to the property owner.

B. Trees and Shrubs. Every owner of property abutting on any street or sidewalk shall maintain by trimming or removal of any trees, shrubs or other vegetation which overhands or otherwise obstructs a public street, alley, right of way or sidewalk, and where such overhand or obstruction may interfere with vehicular or pedestrian traffic and/or visibility, regardless of whether such tree, shrub or vegetation is located upon the property owner's property or between the line of such property nearest the street or sidewalk and the center of such street or sidewalk. Notice of an obstruction requiring trimming or removal shall be served by mail upon the owner of the property. If the obstruction is not removed by trimming or removal of the tree, shrub or other vegetation within five (5) days after the mailing of such notice, the obstruction may be corrected by the City, and the cost of such corrective action shall be levied against the property as a special assessment and collected as in the case of other special assessments in the same manner as real estate taxes if the full balance of the cost is not paid within 30 days after a bill for the costs has been mailed to the property owner.

Source: Ordinance No. 143, 2nd Series
Effective Date: 10-18-2012

Subd. 4. City May Order Work Done. The City may, in cases of failure to comply with this Section, perform such work with employees of the City, keeping an accurate account of the cost thereof for each lot, piece or parcel of land abutting upon such street.

Subd. 5. Assessment. If such maintenance work is performed by the City as set forth in the foregoing Subdivision, the City Administrator shall forthwith upon completion thereof ascertain the cost attributable to each lot, piece or parcel of abutting land. The City Administrator shall, at the next regular meeting thereof, present such certificate to the Council and obtain its approval thereof. When such certificate has been approved it shall be extended as to the cost therein stated as a special assessment against such abutting land and such special assessment shall, at the time of certifying taxes to the County Auditor, be certified for collection as other special assessments are certified and collected.

SEC. 7.11. LOAD LIMITS. The City Administrator, upon the recommendation of the Public Works Superintendent, may from time to time impose upon vehicular traffic on any part or all of the streets such load limits as may be necessary or desirable. Such limits, and the specific extent or weight to which loads are limited, shall be clearly and legibly sign-posted thereon. It is a misdemeanor for any person to operate a vehicle on any street in violation of the limitation so posted.

SEC. 7.12. REQUIREMENT OF SEWER AND WATER MAIN SERVICE LATERAL INSTALLATION.

Subd. 1. Requirement of Sewer and Water Laterals. No petition for the improvement of a street shall be considered by the Council if such petition contemplates constructing therein any part of a pavement or stabilized base, or curb and gutter, unless all sewer and water main installations shall have been made therein, including the installation of service laterals to the curb, if the area along such street will be served by such utilities installed in the street.

ORDINANCE NO. 88, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY MODIFYING SECTION 10.20 ENTITLED "SHADE TREE DISEASE CONTROL AND PREVENTION" AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 2.99 OF CITY CODE CHAPTER 2 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 10, Section 10.20 entitled "Shade Tree Disease Control and Prevention" is hereby amended to read as follows:

SECTION 10.20. SHADE TREE DISEASE CONTROL AND PREVENTION.

Subd. 1. Policy and Purpose. The City has determined that the health of various species of trees is threatened by various diseases and that the City, through its Park & Tree Committee, should monitor, study and investigate the urban forest, including trees on public and private property within the City to prevent the spread of disease, provide for the removal of diseased trees which are hereby declared to constitute a public nuisance, and to further regulate planting, trimming and, where necessary, removal of trees, plants and shrubs as well as wood from dead or diseased trees, plants and shrubs.

Subd. 2. Definitions. The following terms as used in this Section shall have the meaning stated:

a) **Park & Tree Committee.** The Park & Tree Committee is a committee existing under the provisions of Chapter 2, Section 2.44 of the City Code, to perform those duties and responsibilities assigned to the Committee by the City Council.

b) **City Tree Inspector.** The City Administrator may designate an employee of the City or committee member who shall be qualified and certified by MN DNR to serve as the City tree inspector.

c) **Nuisance.** (1) Any living or standing tree, plant or shrub, infected to any degree with a disease; or (2) Any logs, branches, stumps or other parts of any dead or dying tree, plant or shrub so infected, unless such parts have been fully burned or treated under the direction of the tree inspector.

d) **Boulevard.** The area within the public right of way between the paved street and the adjoining line of the land of the abutting property owner.

e) **Street or Highway.** The entire width of the paved area within the right of way.

f) **Property Line.** This is the line where the private property meets the road right of way.

g) **Public Trees.** Public trees are all shade and ornamental trees now or hereafter growing within any right of way, park or other public property.

h) **Right of Way.** The entire area dedicated, deeded or otherwise conveyed by easement or by any other means to the City for public purposes including the paved street, sidewalk and boulevard areas.

* i) **Large Trees.** This shall include such trees as may be designated on a list of acceptable large trees adopted by resolution of the City Council from time to time.

* j) **Small Trees.** This shall include such trees as may be designated on a list of acceptable small trees adopted by resolution of the City Council from time to time.

k) **Urban Forest.** The collection of trees, shrubs and other vegetation and associated natural features that make the urban canopy and its growing zone.

l) **Inspection, Diagnosis & Abatement.** It is within the powers and duties of the City Tree Inspector to enter upon public or private property at any reasonable time for the purpose of inspecting, diagnosing, and if necessary, abating the spread of disease from diseased trees, plants or shrubs, or from the wood of dead or diseased trees, plants or shrubs. The City Tree Inspector may remove such specimens or samples as may be necessary or desirable for diagnosis.

Subd. 3. Duties & Responsibilities. The Park & Tree Board shall study and investigate the urban forest including problems involving the tree population, make determinations regarding the appropriate needs and appropriate composition of the urban forest and annually review a community tree plan and seek ways to implement the plan and complete needed work. The Committee shall make recommendations to the Council of

the type and number of trees to be planted on each municipal boulevard or within City parks or on other public lands. The Committee shall further assist in the dissemination of news and information regarding the selection, planting and maintenance of trees within the City limits, whether on private or public property. The Committee shall recommend fines for the unlawful removal of trees. The Committee may engage in other activities in pursuit of its mission which will benefit the urban forest including the following:

- a) Applying for Tree City USA status with the National Arbor Day Foundation.
- b) Conduct seminars and public education programs.
- c) Plan and coordinate an annual Arbor Day observance.
- d) Develop a community tree bank.
- e) Organize community tree planting projects.
- f) Seek grant money, public funding and private contributions to further the work of the community tree plan. No action of the Tree Committee is final until it has been approved by the City Council.

Subd. 4. Planting Permits. No tree may be planted on public property within the City of Paynesville without a written permit. Copies of issued permits shall be kept and reviewed by the Tree Committee from time to time.

Subd. 5. Spacing & Location of Trees.

a) No tree shall be placed so as to cause a traffic hazard. Generally the Tree Committee will not issue permits for the planting of trees less than 25 feet apart. No tree will be permitted closer than 30 feet to any street corner, measured from the point of the nearest intersecting curb or curb lines. No trees shall be planted within five (5) feet of any utility. No trees shall be planted within ten (10) feet of any driveway. The minimum distance for any tree planting from the edge of the sidewalk or the back of the curb shall be four (4) feet. Only small trees shall be permitted to be planted under any utility line.

b) There shall be no exceptions allowed to the spacing and location requirements set forth above unless a special permit has been obtained from the tree committee and approved by the City Council.

Subd. 6. Public Tree Care.

a) The City shall have the right to plant, trim, prune, maintain and remove trees, plants and shrubs within the right of way of any street, alley, avenues, drives, lanes and public grounds as may be necessary to ensure the public safety or to preserve or enhance the symmetry and beauty of such public property.

b) Trees within the right of way shall be trimmed even with the sidewalk up to a height of eight (8) feet.

c) Trees within the right of way shall be trimmed so that they do not protrude out into the street up to a height of 12 feet.

d) Any individual planting a tree in a location within the public right of way without a permit or in violation of a permit issued by the Tree Committee, may be required to remove or relocate the tree at the individual's expense. If such individual fails to relocate or remove the tree within ten (10) days after mailing of notice, the City may relocate or remove such tree and the cost thereof shall be levied against the property of that individual as a special assessment and collected as in the case of other special assessments.

Subd. 7. Private Property Tree Care. It shall be the duty of the property owner with trees planted on private property which extend out into the right of way to prune or trim such trees in such manner that they will not obstruct street lights, passage of pedestrian traffic on sidewalks, block vision of traffic or traffic signs, or obstruct the view of any street or alley intersections. Trees on private property extending out over the sidewalk shall be trimmed up to a height of eight (8) feet. Trees on private property extending out onto the traveled portion of the street shall be trimmed to a height of 12 feet. If a property owner fails to trim trees extending out over a sidewalk or out over a traveled portion of a street or highway within ten (10) days after mailing of notice to do so, then the City may trim the trees and the cost thereof shall be levied against the property as a special assessment and collected as in the case of other special assessments.

Subd. 8. Dead or Diseased Trees, Plants & Shrubs and Wood from Dead or Diseased Trees, Plants & Shrubs.

a) The City Tree Inspector shall have the authority to order the trimming, treatment or removal of trees, shrubs or plants and the removal of wood from dead or diseased trees, plants & shrubs, when such action is necessary to protect public safety or to protect any utility line, or to prevent

the spread of diseases, fungicide or insects from one tree, shrub, plant or wood from dead or diseased trees to other trees, shrubs or plants.

b) Any individual or land owner ordered to trim, spray, remove or provide treatment to a tree or to remove wood from a dead or diseased tree, shall do so at the land owner's cost. If the land owner fails to do so within ten (10) days after mailing of notice to do so, then the City may have the work completed. The City Tree Inspector shall keep a record of the costs of all such work and shall report the same on a regular basis to the City Administrator, and the expenses thus incurred shall be a lien upon such real estate. The City Administrator shall certify to the County Auditor of Stearns County a statement of the amount of the costs incurred by the City. Such amount, together with interest, shall be entered as a special assessment against such property or parcel of land and be collected in the same manner as other special assessments.

Subd. 9. Removal of Stumps. Stumps of trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground after removal of the tree. If a property owner fails to properly remove a stump within 10 days after mailing of notice to do so, then the City may remove the stump and the cost thereof shall be levied against the property as a special assessment and collected as in the case of other special assessments.

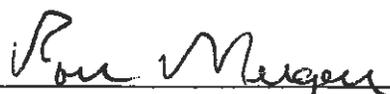
Section 2. City Code, Chapter 1, entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation", and Section 10.99 entitled "Violations a Misdemeanor or Petty Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this 22nd day of March, 2006.



Jeff Thompson, Mayor

ATTEST:



Ron Mergen, Acting City Administrator

Published in the Paynesville Press on March 29, 2006.

**RESOLUTION 2016-13
ADOPTING STANDARDS FOR THE SELECTION AND
PLACEMENT OF TREES ON PUBLIC PROPERTY**

WHEREAS, City Code Chap. 7, Sect. 7.10, Subd. 1, provides that the City shall have control and supervision of planting of shrubs and trees upon, or overhanging, all of the streets or other public property, and that the City may establish and enforce uniform standards by Resolution, relating to the kinds and types of trees to be planted and the placement thereof; and

WHEREAS, it is unlawful for any person to plant or remove trees or other plants which are upon City property, including rights-of-way, without first procuring from the Tree Board a permit to do so; and

WHEREAS, the City wishes to establish standards and guidelines for the placement and replacement of trees on public property including the boulevard within the street right-of-way; and

WHEREAS, the following standards have been recommended by the Tree Inspector and accepted by the City Council;

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

1) Public Property. No tree may be planted on public property within the City of Paynesville without the prior written permission of the City Tree Board which may specify the species or category of tree to be planted. The City Tree Board shall maintain records of all permits for the planting of trees on public property.

2) Placement & Replacement of Trees. The following trees shall be acceptable for placement on public property or the replacement of trees previously existing on public property, and in either event the Tree Inspector shall determine the size of the tree which would be appropriate, if any, on a case by case basis, and then, if the placement of a tree is appropriate, any acceptable tree within that size category may be planted on the public property:

a) Small Trees With a Mature Height of Up to 25 Feet.

- i) Amur or Tatatian Maple;
- ii) Flowering Crab Tree;
- iii) Japanese Lilac;
- iv) Korean Maple;
- v) Princess Kay Plum;
- vi) Showy Mt. Ash; and
- vii) Thornless Hawthorn.

b) Medium Trees With a Mature Height of Up to 60 Feet.

- i) Little Leaf Linden;
- ii) Matador Maple;
- iii) Northern Acclaim Locust;
- iv) Norway Maple;
- v) Prairie Stature Oak; and
- vi) Sunburst Locust.

c) Large Trees With a Mature Height in Excess of 60 Feet.

- i) American Elm;
- ii) American Linden;
- iii) Autumn Blaze Maple;
- iv) Autumn Spire Maple;
- v) Black Hills Spruce;
- vi) Bur Oak;
- vii) Emerald Lustre Maple;
- viii) Firefall;
- ix) Frontyard Linden;

- x) Hackberry;
- xi) Northern Pine Oak;
- xii) Pine Trees;
- xiii) Red Maple;
- xiv) Sienna Glen Maple;
- xv) Sugar Maple;
- xvi) Swamp White Oak; and
- xvii) Triumph American Linden.

3) Spacing & Location of Street Trees. A street tree is herein defined is a tree, shrub, bush or other woody vegetation on land lying between the property line on either side of the street and the improved street, avenue, boulevard or other way within the City.

a) Spacing. No street trees shall be planted less than 25 feet from the nearest street tree.

b) Location. Street trees must be planted no closer than 5 feet from the curb or sidewalk.

c) Corners, Fireplugs & Driveways. No street trees shall be planted closer than 35 feet from any street corner as measured from the point of the nearest intersecting curbs or curb lines. No street trees shall be planted nearer than 5 feet from any driveway.

d) Utilities. No street trees may be planted nearer than 10 feet from any overhead or underground utility.

The adoption of this Resolution revokes any prior Resolutions of the City Council of the City of Paynesville adopting standards for the placement of trees on public property.

Adopted by the City Council of the City of Paynesville, Minnesota, this
23rd day of May, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – A

ITEM DESCRIPTION: 2016 Street Project

Prepared by: Staff

COMMENTS:

Doug Green, Springsted will be in attendance to present the Bond for the 2016 Street Improvement Project. Please review Resolution No. 2016-14 Providing For The Competitive Negotiated Sale of \$1,410,000.00 General Obligation Improvement Bonds, Series 2016A.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Resolution No. 2016-14 Providing For The Competitive Negotiated Sale of \$1,410,000.00 General Obligation Improvement Bonds, Series 2016A.

City of Paynesville, Minnesota Recommendations for Issuance of Bonds

\$1,410,000 General Obligation Improvement Bonds, Series 2016A

The City Council has under consideration the issuance of bonds to fund street and utility improvement projects. This document provides information relative to the proposed issuance.

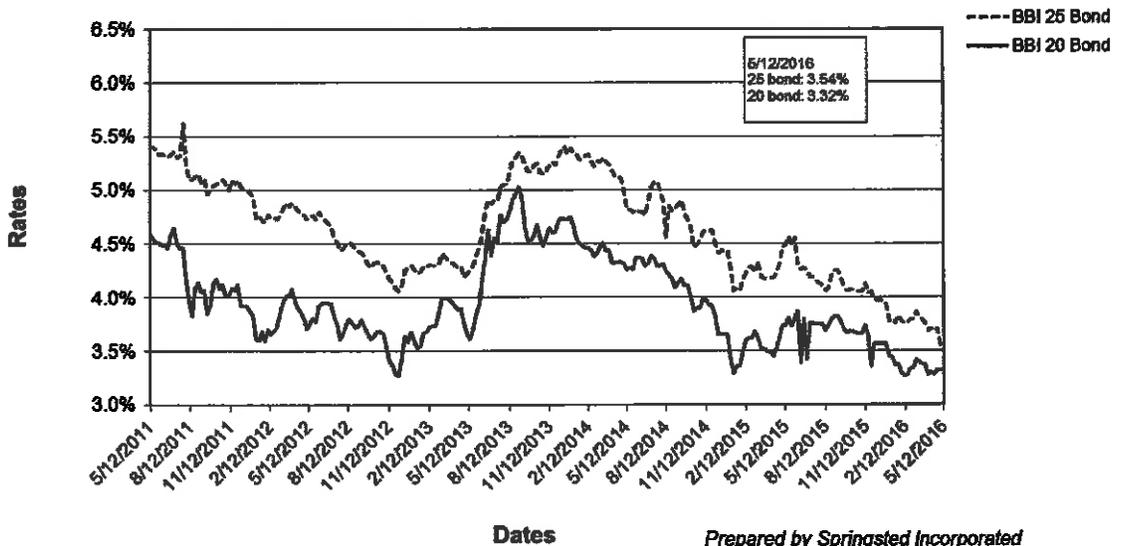
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

May 23, 2016	City Council sets sale date and terms
Week of June 13, 2016	Rating conference is conducted
On or about June 23, 2016	Receipt of Rating
June 27, 2016, 10:00 AM	Competitive bids are received
June 27, 2016, 6:00 PM	City Council considers award of bonds
On or about June 23, 2016	Proceeds are received

RATING: An application will be made to Standard & Poor's Ratings Services for a rating on the Bonds. The City's general obligation debt is currently rated 'AA-' by S&P.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years Ending 5/12/2016



Prepared by Springsted Incorporated

POST ISSUANCE COMPLIANCE:

The issuance of these bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for tax-exempt issues include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

An issue qualifies for a small issuer exception from rebate if it is sold by a municipality with general taxing powers that issues \$5 million or less of certain tax-exempt obligations in a calendar year. The City expects to qualify as a small issuer for the year. The issue may qualify for a rebate exception, however, yield restriction provisions will still apply to the debt service fund and any proceeds that remain unspent after three years and these funds should be monitored throughout the life of the issue.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement. Because the City will have less than \$10 million of outstanding debt upon the issuance of the Bonds, the City intends to select the available limited disclosure option for continuing secondary disclosure.

Springsted and the City have entered into an Agreement for Municipal Advisor Services, under which Springsted will provide arbitrage and continuing disclosure compliance services for the City.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

PURPOSE:

Proceeds of the Bonds, together with a \$245,000 contribution of the City, will be used to finance street and utility improvement projects in the City.

AUTHORITY:

Statutory Authority: The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

Statutory Requirements: Under Minnesota Statutes, Chapter 429, at least 20% of the City's share of project costs must be assessed to benefitted properties. The various projects being financed by the Bonds are assessed at greater than 20%.

**SECURITY AND
SOURCE OF
PAYMENT:**

The Bonds will be general obligations of the City, secured by its full faith and credit and taxing power. The Bonds will be paid from a combination of property taxes and special assessments against benefited properties. Although not pledged to the payment of the Bonds, the City plans to make annual contributions from its water and sewer funds to pay a portion of the debt service. The utility funds together will pay ten percent (10%) of debt service.

Assessments in the principal amount of \$337,640 will be spread over a term of 10 years with equal annual payments, with interest charged on the unpaid balance at a rate of 2.00% over the rate on the Bonds. For purposes of these Recommendations we have assumed a rate of 4.027%. Assessments are expected to be filed on or about October 1, 2016 for first collection in 2017.

The City has determined to pay debt service on its general obligation debt on a cycle of interest only on June 1 and principal and interest on December 1. The cycle for the receipt of property tax levies and assessments has the first-half being distributed to municipalities in the mid-June to mid-July timeframe and second-half collections being distributed in mid-December to mid-January. This means the City will need to make debt service payments shortly before receiving tax collections from the county. We understand that this provides a better matching of debt service payments with the fiscal year. However, it requires the City to more closely monitor its cash position to ensure there are sufficient funds on hand to manage its debt service cash flow requirements.

The City will need to levy for a portion of debt service beginning with collection year 2017. Interest on the Bonds due December 1, 2016 will be paid from City funds on hand. Thereafter, each year's first-half collection of assessments and taxes, and utility fund contributions, will be used to pay the June 1 interest payment due in the year of collection and the December 1 principal and interest payment due in the same year. The projected annual tax levy on the Bonds is estimated at \$105,224 after the application of utility funds.

**STRUCTURING
SUMMARY:**

In consultation with the City, the Bonds have been structured around the assessment income stream over a term of ten years to result in approximately level annual levy requirements.

In the event the Bonds price with a premium bid, the City intends to use the premium to reduce the par amount of the Bonds.

**SCHEDULES
ATTACHED:**

Schedules attached include a sources and uses of funds, assessment income and estimated debt service requirements, given the current interest environment.

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Principal payments on the Bonds have been structured around projected future assessment collections. If actual assessment collections are less than projected, the City may be required to increase its debt service tax levy or appropriate other available funds to make the debt service payments on the Bonds.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after December 1, 2025 may be prepaid at a price of par plus accrued interest on or after December 1, 2024.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds are designated as bank qualified.

\$1,410,000
City of Paynesville, Minnesota
General Obligation Improvement Bonds
Series 2016A

Sources & Uses

Dated 07/28/2016 | Delivered 07/28/2016

Sources Of Funds	
Par Amount of Bonds.....	\$1,410,000.00
Planned Issuer Equity contribution.....	245,000.00
Total Sources.....	\$1,655,000.00
Uses Of Funds	
Street Improvements.....	601,280.54
Storm Sewer Improvements.....	425,087.39
Mill & Overlay Improvements.....	233,324.87
Watermain Improvements.....	225,051.62
Sanitary Sewer Improvements.....	115,497.95
Costs of issuance.....	34,430.60
Total Underwriter's Discount (1.100%).....	15,510.00
Rounding Amount.....	4,817.03
Total Uses.....	\$1,655,000.00

\$337,640

**City of Paynesville, Minnesota
General Obligation Improvement Bonds, Series 2016A
2016A GO Improvement Bonds Assessments**

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/01/2016	-	-	-	-
12/01/2017	26,089.97	4.027%	15,862.89	41,952.86
12/01/2018	29,406.75	4.027%	12,546.12	41,952.87
12/01/2019	30,590.95	4.027%	11,361.90	41,952.85
12/01/2020	31,822.85	4.027%	10,130.02	41,952.87
12/01/2021	33,104.36	4.027%	8,848.50	41,952.86
12/01/2022	34,437.47	4.027%	7,515.40	41,952.87
12/01/2023	35,824.27	4.027%	6,128.60	41,952.87
12/01/2024	37,266.91	4.027%	4,685.96	41,952.87
12/01/2025	38,767.65	4.027%	3,185.22	41,952.87
12/01/2026	40,328.82	4.027%	1,624.04	41,952.86
Total	\$337,640.00	-	\$81,888.65	\$419,528.65

SIGNIFICANT DATES

Filing Date..... 10/01/2016
First Payment Date..... 12/01/2017

\$1,410,000
City of Paynesville, Minnesota
General Obligation Improvement Bonds
Series 2016A

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New DIS	105% of Total	Assessment Income	Gross Levy Required	10% Utility Fund Revenue	Net Levy Required
12/01/2016	-	-	8,055.65	8,055.65	8,055.65	8,458.43	-	8,458.43	845.84	7,612.59
12/01/2017	130,000.00	1.000%	23,577.50	153,577.50	153,577.50	161,256.38	41,952.86	119,303.52	16,125.64	103,177.88
12/01/2018	135,000.00	1.150%	22,277.50	157,277.50	157,277.50	165,141.38	41,952.87	123,188.51	16,514.14	106,674.37
12/01/2019	135,000.00	1.350%	20,725.00	155,725.00	155,725.00	163,511.25	41,952.85	121,558.40	16,351.13	105,207.28
12/01/2020	135,000.00	1.750%	18,902.50	153,902.50	153,902.50	161,597.63	41,952.87	119,644.76	16,159.76	103,484.99
12/01/2021	140,000.00	1.550%	16,540.00	156,540.00	156,540.00	164,367.00	41,952.86	122,414.14	16,436.70	105,977.44
12/01/2022	140,000.00	1.700%	14,370.00	154,370.00	154,370.00	162,088.50	41,952.87	120,135.63	16,208.85	103,926.78
12/01/2023	145,000.00	1.850%	11,990.00	156,990.00	156,990.00	164,838.50	41,952.87	122,886.63	16,483.95	106,402.68
12/01/2024	145,000.00	2.000%	9,307.50	154,307.50	154,307.50	162,022.88	41,952.87	120,070.01	16,202.29	103,867.72
12/01/2025	150,000.00	2.050%	6,407.50	156,407.50	156,407.50	164,227.88	41,952.87	122,275.01	16,422.79	105,852.22
12/01/2026	155,000.00	2.150%	3,332.50	158,332.50	158,332.50	166,249.13	41,952.86	124,296.27	16,624.91	107,671.35
Total	\$1,410,000.00	-	\$155,485.65	\$1,565,485.65	\$1,565,485.65	\$1,643,759.93	\$419,528.65	\$1,224,231.28	\$164,375.99	\$1,059,855.29

Dated.....	7/28/2016
Delivery Date.....	7/28/2016
First Coupon Date.....	12/01/2016
Yield Statistics	
Bond Year Dollars.....	\$8,441.75
Average Life.....	5.987 Years
Average Coupon.....	1.8418651%
Net Interest Cost (NIC).....	2.0255948%
True Interest Cost (TIC).....	2.0338151%
Bond Yield for Arbitrage Purposes.....	1.8357643%
All Inclusive Cost (AIC).....	2.4843378%
IRS Form 8038	
Net Interest Cost.....	1.8418651%
Weighted Average Maturity.....	5.987 Years

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF PAYNESVILLE, MINNESOTA

HELD: May 23, 2016

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Paynesville, Stearns County, Minnesota, was duly held at the City Hall on May 23, 2016, at 6:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$1,410,000 General Obligation Improvement Bonds, Series 2016A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-14

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$1,410,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016A

A. WHEREAS, the City Council of the City of Paynesville, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$1,410,000 General Obligation Improvement Bonds, Series 2016A (the "Bonds") to finance various street and utility improvement projects in the City; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The City Administrator or designee, shall open proposals at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the City Administrator and other officers or employees of the City are hereby authorized to cooperate with Springsted and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF STEARNS
CITY OF PAYNESVILLE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Paynesville, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$1,410,000 General Obligation Improvement Bonds, Series 2016A.

WITNESS my hand on May 23, 2016.

City Administrator

EXHIBIT A

TERMS OF PROPOSAL

\$1,410,000*

CITY OF PAYNESVILLE, MINNESOTA

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016A

(BOOK ENTRY ONLY)

Proposals for the Bonds will be received on Monday, June 27, 2016, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 6:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY® shall have any duty or Bond to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on June 1 and December 1 of each year, commencing December 1, 2016. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature December 1 in the years and amounts* as follows:

2017 \$130,000	2019 \$135,000	2021 \$140,000	2023 \$145,000	2025 \$150,000
2018 \$135,000	2020 \$135,000	2022 \$140,000	2024 \$145,000	2026 \$155,000

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread is the differential between the price paid to the City for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on December 1, 2024, and on any day thereafter, to prepay Bonds due on or after December 1, 2025. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties. The proceeds will be used to finance street and utility improvement projects within the City.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,394,490 plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the City in the amount of \$14,100 (the "Deposit") no later than 1:00 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the City; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier's Check. A Deposit made by certified or cashier's check will be considered timely delivered to the City if it is made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the City and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about July 28, 2016, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to an underwriter or underwriting syndicate, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Bonds are awarded up to 25 copies of the Final Official Statement. The City designates the Underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter

agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 23, 2016

BY ORDER OF THE CITY COUNCIL

/s/ Renee Eckerly
City Administrator

*No pages
50-59
60*

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII - B

ITEM DESCRIPTION: Heatherwood Plat Three Lots – Special Assessments

Prepared by: Staff

COMMENTS:

Renee Eckerly will give a verbal report on a request she has received to continue to defer the special assessments on the Rutten & Rodenwald lots if sold and/or built on. Discussion.

The Development Agreement, Addendum To Development Agreement and Agreement Transferring The Lots are attached for your information.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.

61

HL
000

**OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA**

Document: A1314912

Certified, Filed, and/or Recorded on

May 05, 2010 3:31 PM



**DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER**

**AGREEMENT REGARDING TRANSFER OF LOTS
IN HEATHERWOOD PLAT 3**

This Agreement, made and entered into this 14th day of April, 2010, by and between the City of Paynesville, a municipal corporation, hereinafter "the City", and Keith J. Dombrovski and Mary T. Dombrovski, husband and wife; and James A. Meyer and Mary M. Meyer, husband and wife; collectively referred to as "the Developers", and Greg Rutten and Wade Rodenwald, individually, and doing business as Rutwald Properties, LLC, collectively referred to as "Buyers".

WHEREAS, the City and the Developers, together with Christopher M. Dombrovski and Krista L. Dombrovski, husband and wife, entered into a Development Agreement dated August 23, 2006, subsequently recorded December 5, 2006 as Document No. 1213462, in the Office of the County Recorder in and for Stearns County, Minnesota; and

City of Paynesville

62

result in costs savings to the City, which the City agreed to credit against the amount to be assessed to the lots in Heatherwood Plat 3, and in exchange for which the Developers agreed to convey Outlot A to the City; and

 WHEREAS, the Development Agreement provides for the deferral of assessments and various costs until a future date or the sale of the lots, which ever is first; and 

WHEREAS, the Developers to date have sold Lot 14, Block 1, Heatherwood Plat 3, and the assessments thereon have been paid, together with one-third of the parkland dedication fee and deferred assessment for the lift station, force main, and street lighting poles, leaving all remaining assessments deferred and two-thirds of the deferred parkland dedication fee, lift station, force main fees, and street lighting costs unpaid; and

WHEREAS, the Developers and Buyers have entered into a contingent agreement for the sale of lots within Heatherwood Plat 3, which sale depends upon the City agreeing to some continued deferral of the assessments owed on these lots;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1) The recitals above are incorporated herein by reference.
- 2) The parties hereto have had an opportunity to review the Development Agreement and the Amendment and Addendum thereto, and are familiar with their contents.

35/100 (\$3,226.35), for a total of Twenty-two Thousand Seven Hundred Fifty-two Dollars and 15/100 (\$22,752.15): One-third of that amount was paid in May of 2007 out of the proceeds of the sale of Lot 14, Block 1, Heatherwood Plat 3. An additional one-third, or Seven Thousand Five Hundred Eighty-four Dollars and 05/100 (\$7,584.05), shall be paid on April 16, 2010. The remaining one-third or Seven Thousand Five Hundred Eighty-four Dollars and 05/100 (\$7,584.05), shall be paid from the sale of the next lot sold in Heatherwood Plat 3 by Buyers.

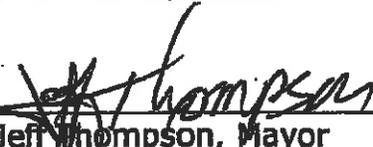
6) Except as otherwise provided herein, the terms and conditions of the Development Agreement as amended by the Agreements of September 13, 2006, and June 13, 2007 referenced above, are hereby ratified and confirmed.

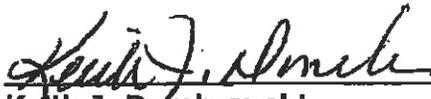
7) The Buyers agree to be bound by the terms of said Development Agreement as previously amended and as modified in Paragraphs 4 and 5 above.

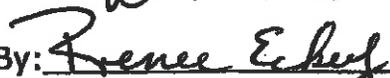
8) This Agreement shall be null and void if the transfer of the lots identified in Paragraph 3 above from the Developers to the Buyers does not occur on or before April 16, 2010.

CITY OF PAYNESVILLE

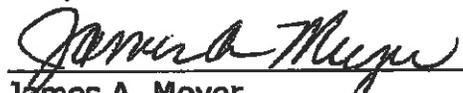
DEVELOPERS

By: 
Jeff Thompson, Mayor


Keith J. Dombrovski

By: 
Renee Eckerly, City Administrator


Mary T. Dombrovski


James A. Meyer


Mary M. Meyer

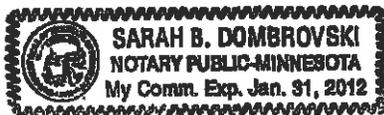
64

STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 16 day
of April, 2010, by James A. Meyer and Mary M. Meyer,
husband and wife, Developers.

Sarah B Dombrovski
Notary Public

STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)



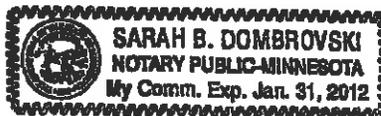
The foregoing instrument was acknowledged before me this 16 day
of April, 2010, by Greg Rutten and Wade Rodenwald, President
individually, and doing business as Rutwald Properties, LLC, Buyers.

l Vice
resident

Sarah B Dombrovski
Notary Public

THIS INSTRUMENT DRAFTED BY:

William Spooner
FRAUENSHUH & SPOONER, P.A.
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 0131088



65

12/21

OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

Document # 1236684

Certified, Filed, and/or Recorded on

08-27-2007 at 10:50 AM

DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



ADDENDUM TO
HEATHERWOOD PLAT 3
DEVELOPMENT AGREEMENT

This Addendum, made and entered into this 13th day of June, 2007, by and between the City of Paynesville, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "the City", and the owners of an area platted as Heatherwood Plat 3, Keith J. Dombrovski and Mary T. Dombrovski, husband and wife; James A. Meyer and Mary M. Meyer, husband and wife; and Christopher M. Dombrovski and Krista L. Dombrovski, husband and wife, hereinafter collectively referred to as "the Developers".

WHEREAS, the parties hereto entered into a Development Agreement dated August 23, 2006, which was recorded December 5, 2006 as Document No. 1213462 in the office of the Stearns County Recorder; and

WHEREAS, ~~subsequent~~ subsequent to the execution of the aforesaid Development Agreement, it was determined that the holding pond to be constructed in Outlot A of Heatherwood Plat 3 could be made sufficiently large to eliminate

SCR 1 of 5

66

the need for a fenced holding pond in the adjacent development, Ampe Morningside Plat Five, which would save the Developers in said Ampe Morningside Plat Five the cost of said fencing totaling \$5,662.42; and

WHEREAS, it is contemplated that said sum will be paid by the Developers of Ampe Morningside Plat Five to the City of Paynesville and that the City of Paynesville will credit that amount against sums to be assessed against the lots in Heatherwood Plat Three for ~~municipal improvements~~ including City streets with bituminous surface, curb, gutter, sidewalk, City sewer, City water, storm sewer and drainage facilities including a holding pond; and

WHEREAS, the Developers and the City desire the conveyance of Outlot A of Heatherwood Plat 3 to the City for use as a holding pond; and

WHEREAS, the parties hereto wish to modify and amend the original Development Agreement of August 23, 2006 to reflect these modifications;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) The City will install, at its own cost, an 18" pipe to carry water from the collection area in Ampe Morningside Plat Five to the holding pond in Heatherwood Plat 3.

2) The Developers will construct a holding pond on Outlot A of Heatherwood Plat 3 to the agreed engineering specifications in capacity to hold water run-off from Heatherwood Plat 3 and Ampe Morningside Plat Five.

67

3) The Developers shall convey Outlot A of Heatherwood Plat 3 to the City free and clear of any liens or encumbrances by delivery of a deed accompanied by a check for the payment of the deed stamp tax and any other costs of conveyance, with the exception of the recording fee which shall be borne by the City of Paynesville.

4) The City will apply the payment received from the Developers in Ampe Morningside Plat Five of \$5,662.42 for the saved cost of fencing against the overall assessment against lots in Heatherwood Plat 3 for City streets with bituminous surface, curb, gutter, sidewalk, City water, City sewer, storm sewer and drainage facilities, including a holding pond.

5) Except as specifically modified or amended by the terms of this Agreement, the terms and conditions of the August 23, 2006 Heatherwood Plat 3 Development Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the days and dates set forth below.

CITY OF PAYNESVILLE

DEVELOPERS

By: Jeff Thompson
Jeff Thompson, Mayor

Keith J. Dombrowski
Keith J. Dombrowski

By: Renee Eckerly
Renee Eckerly, City Administrator

Mary T. Dombrowski
Mary T. Dombrowski



James A. Meyer
James A. Meyer

Mary M. Meyer
Mary M. Meyer

Christopher M. Dombrowski
Christopher M. Dombrowski

Krista L. Dombrowski
Krista L. Dombrowski

STATE OF MINNESOTA)
 :SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 13th day of June, 2007, by Jeff. Thompson and Renee Eckerly, the Mayor and City Administrator of the City of Paynesville.

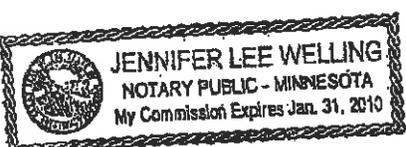
Jennifer Lee Welling
Notary Public



STATE OF MINNESOTA)
 :SS
COUNTY OF STEARNS)

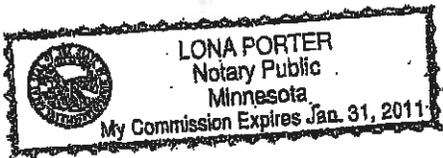
The foregoing instrument was acknowledged before me this 22nd day of August, 2007, by Keith J. Dombrowski and Mary T. Dombrowski, husband and wife, Developers.

Jennifer Lee Welling
Notary Public



STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 17th day
of August, 2007, by James A. Meyer and Mary M. Meyer,
husband and wife, Developers.



Lona Porter
Notary Public

STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 22nd day
of August, 2007, by Christopher M. Dombrovski and Krista
L. Dombrovski, husband and wife, Developers.



Christopher M. Dombrovski
Notary Public

THIS INSTRUMENT DRAFTED BY:

William Spooner
FRAUENSHUH & SPOONER, P.A.
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 131088

OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

Document # 1213462

Certified, Filed, and/or Recorded on
12-05-2006 at 10:35 AM

DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER.



HEATHERWOOD PLAT 3 DEVELOPMENT AGREEMENT

This Agreement, made and entered into this 23rd day of August, 2006, by and between the City of Paynesville, a municipal corporation and political subdivision of the State of Minnesota hereinafter referred to as "the City", and the owners of an area proposed to be platted as Heatherwood Plat 3, Keith J. Dombrovski and Mary T. Dombrovski, husband and wife; James A. Meyer and Mary M. Meyer, husband and wife; and Christopher M. Dombrovski and Krista L. Dombrovski, husband and wife, hereinafter collectively referred to as "the Developers".

WHEREAS, the Developer has submitted a preliminary plat, a copy of which is attached hereto and incorporated herein by reference, which preliminary plat has now been approved by the City Council of the City of Paynesville, and which preliminary plat includes property legally described as follows, to-wit:

21

Heatherwood Plat 2, according to the recorded plat thereof on file and of record in the office of the Stearns County Recorder, Stearns County, Minnesota; and

WHEREAS, the Developer wishes to develop the land within the proposed plat of Heatherwood Plat 3 into 32 residential lots and Outlots A & B; and

WHEREAS, the area proposed to be developed will benefit from a previously installed lift station and force main at a cost of \$94,332.49, which was designed to service and benefit 160 new homes and 40 existing homes and to be paid for by a charge of \$471.66 per lot within Heatherwood Plat 3; and

WHEREAS, the area proposed to be developed would be subject to a parkland dedication fee; and

WHEREAS, the area proposed to be developed could also be subject to trunk charges for sanitary sewer and water main under existing City ordinances; and

WHEREAS, the land comprising this proposed plat of Heatherwood Plat 3 is undeveloped has not been improved with the installation of City streets, sewer, water or other utilities; and

WHEREAS, the development would be enhanced by various City services including City streets with bituminous surface, curb, gutter, sidewalk, City sewer, City water, storm sewer and drainage facilities

including a holding pond to accommodate surface run-off, the cost of fencing such holding pond, and street lighting; and

WHEREAS, the property included within this proposed plat is within the City's wellhead protection area; and

WHEREAS, the City of Paynesville, in order to facilitate and enhance the protection of the City's wellhead protection area is willing to defer the assessment of certain costs for improvements to the lots in Heatherwood Plat 3 including the cost of installation of City streets with bituminous surface, curb, gutter, sidewalk, City sewer, City water, storm sewer and drainage facilities including a holding pond to accommodate the drainage of water and a fence to enclose such holding pond, interest free for up to five (5) years; with the Developers having the right to extend the deferral for an additional period of five (5) years if there are lots remaining unsold at the end of the first five (5) year deferral; and

WHEREAS, in consideration of the City's agreement to defer the payment of these assessments, costs and charges, the Developers are willing to proceed with the installation of municipal improvements including City streets with bituminous surface, curb, gutter, sidewalk, City water, City sewer, storm sewer and drainage facilities including a holding pond to accommodate drainage of water and the fence to enclose such holding pond; and

WHEREAS, the Developers are willing to pay the assessments against each lot within Heatherwood Plat 3 for the construction of City streets with bituminous surface, curb, gutter, sidewalk, the installation of City water, City sewer, storm sewer and drainage facilities including a holding pond to accommodate drainage of water and a fence to enclose such holding pond immediately upon the sale of each such lot; all with the understanding that the assessments will be limited to a total of \$9,000.00 plus the \$471.66 deferred assessment on Lot 1, Block 1, Heatherwood Plat 3, which shall be paid as set forth herein, and no assessment will apply to Outlots A and B with the remaining assessments to be spread evenly over the remaining 31 lots, except as specifically otherwise stated herein; and

WHEREAS, the Developers are willing to pay the parkland dedication fee of \$5,376.00, the deferred assessment of \$471.66 per lot on 31 of 32 lots within the Plat of Heatherwood Plat 3 (\$14,621.46 for all of the platted lots except Lot 1, Block 1), and the portion of the street lighting fee payable by the Developers under the City's policy of one-half of the cost per pole of \$1,290.54 for five (5) poles or \$3,226.35 for a grand total of \$23,223.81, which sum shall be paid one-third out of the proceeds of the sale of the first lot sold in Heatherwood Plat 3; one-third out of the proceeds of the sale of the second lot sold in Heatherwood Plat 3; and the final one-third out of the proceeds of the sale of the third lot sold in Heatherwood Plat 3; and

74

WHEREAS, the deferred assessment of \$471.66 and the current assessment as capped at \$9,000.00 on the 32nd lot, that lot being Lot 1, Block 1, Heatherwood Plat 3, shall be due upon the sale of that lot or five (5) years from the date of final assessment, which ever is first; and

WHEREAS, it is agreed that the cost of a private drive to extend South in the Southerly end of the Southern cul-de-sac to Shady Lane shall not be assessed to the Developers (that cost to be paid by Paynesville Township) and that any utility costs related to the installation of utilities from the Southerly end of Southern most cul-de-sac to the intersection with Shady Lane will be installed at City cost, subject to the right of the City to assess other properties outside of Heatherwood Plat 3 which are benefited thereby in the future; and

WHEREAS, it is agreed and understood by the parties hereto that the deferral of assessments herein will run from the date of final assessment; and

WHEREAS, the City of Paynesville is willing to waive trunk sewer and trunk water main fees with regard to this project for the reason that such fees were adopted subsequent to the undertaking of this project by the Developers; and

WHEREAS, the Developers are willing to agree to the following terms and conditions related to the installation of improvements and the approval of the final plat of Heatherwood Plat 3;

75

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1) The City will permit the Developers to plat the above-described area as Heatherwood Plat 3 provided that:

a) The final plat meets all of the requirements of the City's platting and zoning ordinances and the terms of this Agreement; and

b) The area platted as Heatherwood Plat 3 will be, at the time of platting, titled in the names of Keith J. Dombrovski and Mary T. Dombrovski, husband and wife; James A. Meyer and Mary M. Meyer, husband and wife; and Christopher M. Dombrovski and Krista L. Dombrovski, husband and wife.

2) The parties hereto agree that assessments for the installation of municipal improvements including City streets with bituminous surface, curb, gutter, sidewalk, City water, City sewer, storm sewer and drainage facilities including a holding pond to accommodate drainage of water and a fence to enclose such holding pond shall be spread evenly over the 31 lots in Heatherwood Plat 3 excluding Lot 1, Block 1, which will be assessed a flat amount of \$9,000.00 for these improvements and that payment of that assessment on the remaining 31 lots shall be deferred and will not accrue interest unless or until a lot is sold or five (5) years from the date of final assessment, which ever is first. If there are lots remaining unsold at the end of five (5) years from the date of final assessment, then at the request

of the Developers the City will extend the interest free deferment for an additional period of five (5) years. Payments will continue to be due upon the sale of any individual lot. Interest shall accrue on any unpaid assessments from the date of the sale of the lot at a rate of 8% per annum on all deferred assessments. The Developers acknowledge and agree that in addition to the hard costs of installation of the improvements recited above, that assessments to be deferred will include the City's engineering costs, inspection costs, recording fees, plan reviews and legal costs related to this project.

3) That in connection with the platting of Heatherwood Plat 3 the Developers acknowledge that the required parkland dedication fee is 1.41 acres. In lieu of a parkland dedication, the Developers shall pay to the City the sum of \$5,376.00 to be used for the development of parks by the City and not for maintenance of existing parks as set forth in Paragraph 6 below.

4) In connection with the platting of Heatherwood Plat 3 the Developers acknowledge that they are creating 32 new lots, each of which will be required to pay \$471.66 for the benefit received from the previously installed lift station and force main, said balance to be paid as set forth in Paragraphs 6 and 7 below.

5) The Developers shall pay to the City of Paynesville a street lighting charge of \$3,226.35 as set forth in Paragraph 6 below.

6) The parkland dedication fee (\$5,376.00) and the fee of \$471.66 per lot for 31 of the 32 new lots within Heatherwood Plat 3 (\$14,621.46) and the street lighting fee (\$3,226.35) shall be paid as follows: The total of the parkland dedication fee, the \$471.66 per lot x 31 of 32 lots, and the street lighting fee is \$23,223.81. One-third of that amount shall be paid to the City of Paynesville upon the sale of the first lot sold in Heatherwood Plat 3. One-third of that total shall be paid upon the sale of the second lot sold in Heatherwood Plat 3 and one-third shall be paid upon the sale of the third lot sold in Heatherwood Plat 3.

7) The deferred assessment of \$471.66 and the current assessment capped at \$9,000.00 for street, curb, gutter, sidewalk, City water, City sewer, storm sewer, drainage facilities including holding pond and fencing thereof with regard to Lot 1, Block 1, Heatherwood Plat 3, shall be due immediately upon the sale of that lot or five (5) years from the date of final assessment, which ever is first.

8) The Developers agree that with respect to the development they will:

a) at the Developers' sole cost and expense and in accordance with State, Federal and local regulations, survey and stake the platted area.

b) Set lot and block monuments.

c) See to the installation of utility services, including but not limited to gas, telephone, cable t.v. and electric.

78

d) If the Developers wish to plant trees, then the Developers shall plant appropriate street trees in accordance with the requirements of the City Code of the City of Paynesville, Chapter 12, Section 12.10, Subd. 5.

9) Developers agree to grant appropriate and acceptable easements to the City of Paynesville to allow the running of underground pipe from appropriate locations in the City street contemplated by this Agreement to allow the run-off from various lots to be directed to appropriate holding pond areas. The location of the easement shall be determined by engineering studies and shall include an easement from the Southern end of the South cul-de-sac to Shady Lane.

10) The Developers agree that a holding pond shall be constructed on Outlot A. Outlot B is for future development. Neither outlot shall be assessed at this time.

11) The Developers agree to promptly clean dirt and debris from streets, curb and gutter that result from construction work by the Developers or their agents or assigns.

12) To the best of the Developers' knowledge, the proposed subdivision does not require an environmental assessment worksheet or an environmental impact statement; provided, however, that in the event that the same is required by any governmental entity pursuant to law, the owners shall prepare the same at their cost and expense.

13) The City shall not be required to issue any building permits unless and until deferred costs and assessments for the lot applying for a building permit have been paid by the Developers in accordance with this agreement.

14) The Developers hereby grant to the City, its agents, employees, officers and contractors licensed to enter the plat to perform all work and inspections deemed appropriate by the City during the installation of public improvements to be constructed pursuant to this Agreement.

15) The Developers agree that the above provisions for the construction of public improvements shall not cause a waiver of any hook-up fees being charged by the City for connection to City sewer and water systems.

16) The Developers hereby waive any right to appeal or contest in any way the costs due from the Developers to the City for preparing, implementing and performing this Agreement, including but not limited to the costs of installation of City sewer, water, hook-ups, City streets, sidewalk, storm sewer and holding pond areas including fencing, and street lighting.

17) The Developers shall not be assessed for the cost of installation of a private drive extending South from the Southerly end of the Southern cul-de-sac and extending to Shady Lane. Further, the City shall bear the cost of installation of any utility lines that are necessary within said private drive

subject to the City's right to assess other properties outside of Heatherwood Plat 3 which are benefited thereby in the future.

18) No construction of a building or structure may be initiated prior to obtaining a City building permit. Breach of any term of this Development Agreement or failure to comply with the plans and specifications for improvements contemplated by this Agreement shall be grounds for denial of building permits.

19) Action or in-action by the parties to this Agreement shall not constitute a waiver or amendment of the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by a written resolution to the City Council. Failure to properly take legal action to enforce this contract shall not be a waiver or release.

20) This Agreement shall run with the land and may be recorded against title to the property. After the Developers have completed their obligations under the Agreement, at the Developers' request, the City will execute a release of the obligations and liabilities of the Developers under this Development Agreement.

21) All of the rights, powers or remedies herein conferred upon the parties are cumulative and in addition to every other right, power or remedy, express or implied, or hereafter arising, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise existing, may be exercised from time to time as

often and in such manner as may be deemed expedient, and shall not be a waiver of the right to exercise at any time thereafter any other rights, powers or remedies.

22) Required notices to the Developers shall be in writing and shall be either hand delivered to the Developers or mailed to them by certified mail as follows:

Keith & Mary Dombrovski
17263 Heatherwood Dr.
Paynesville, MN 56362

James & Mary Meyer
19840 Jackie Lane
Rogers, MN 55374

Christopher & Krista Dombrovski
17503 Northwood Dr. (Kira Lane)
Paynesville, MN 56362

23) Notices to the City shall be in writing and either hand delivered to the City Administrator or mailed to the City by certified mail at the following address:

City of Paynesville
Attn: City Administrator
221 Washburne Avenue
Paynesville, MN 56362

24) This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

25) This Agreement shall inure to the benefit and be binding upon the City and the Developers, their respective heirs, successors and assigns.

CITY OF PAYNESVILLE

By: Jeff Thompson
Jeff Thompson, Mayor

By: Renee Eckerly
Renee Eckerly, City Administrator



DEVELOPERS

Keith J. Dombrovski
Keith J. Dombrovski

Mary T. Dombrovski
Mary T. Dombrovski

James A. Meyer
James A. Meyer

Mary M. Meyer
Mary M. Meyer

Christopher M. Dombrovski
Christopher M. Dombrovski

Krista L. Dombrovski
Krista L. Dombrovski

STATE OF MINNESOTA)
 :SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 21st day of November, 2006, by Jeff Thompson and Renee Eckerly, the Mayor and City Administrator of the City of Paynesville.

Jennifer Lee Welling
Notary Public



STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by Keith J. Dombrovski and Mary T. Dombrovski, husband and wife, Developers.

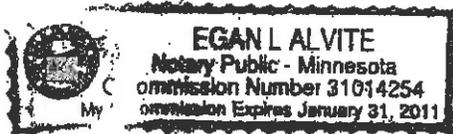


OFFICIAL SEAL
RENEE MARY ECKERLY
Notary Public - Minnesota
My Commission Expires
January 31, 2010

Renee Mary Eckerly
Notary Public

STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 24 day of November, 2006, by James A. Meyer and Mary M. Meyer, husband and wife, Developers.



EGAN L. ALVITE
Notary Public - Minnesota
Commission Number 31014254
My Commission Expires January 31, 2011

[Signature]
Notary Public

STATE OF MINNESOTA)
:SS
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by Christopher M. Dombrovski and Krista L. Dombrovski, husband and wife, Developers.



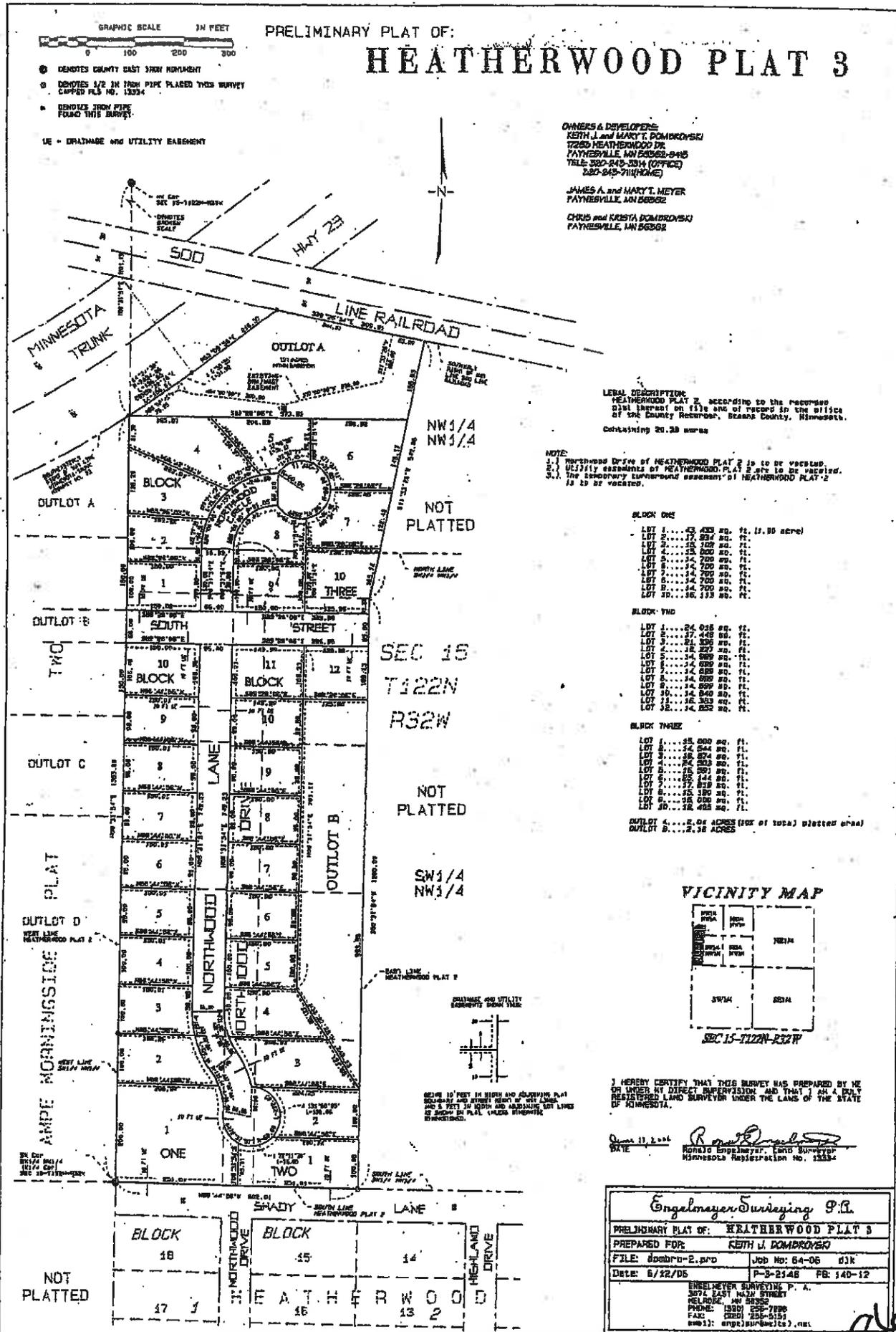
OFFICIAL SEAL
RENEE MARY ECKERLY
Notary Public - Minnesota
My Commission Expires
January 31, 2010

Renee Mary Eckerly
Notary Public

THIS INSTRUMENT DRAFTED BY:

William Spooner
FRAUENSHUH & SPOONER, P.A.
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 131088

SCR 16 of 16



PRELIMINARY PLAT OF:
HEATHERWOOD PLAT 3

- ⊙ DENOTES COUNTY EAST IRON MONUMENT
 - DENOTES 1/2 IN IRON PIPE PLACED THIS SURVEY CAPPER FILE NO. 13334
 - DENOTES IRON PIPE FOUND THIS SURVEY
- LE = DRAINAGE AND UTILITY EASEMENT

OWNERS & DEVELOPERS:
KEITH J. and MARY T. POMBRZYSKI
 12250 HEATHERWOOD DR.
 FAYNESVILLE, MN 55352-8945
 TELE: 552-840-3314 (OFFICE)
 552-843-7111 (HOME)

JAMES A. and MARY T. MEYER
 FAYNESVILLE, MN 55352

CHRIS and KOSTA POMBRZYSKI
 FAYNESVILLE, MN 55352

LEGAL DESCRIPTION:
 HEATHERWOOD PLAT 3, according to the recorded plat thereof on file and of record in the office of the County Recorder, Stearns County, Minnesota, containing 20.28 acres

NOTE:
 1. Heatherwood Drive of HEATHERWOOD PLAT 2 is to be vacated.
 2. Utility easements of HEATHERWOOD PLAT 2 are to be vacated.
 3. The temporary turnaround easement of HEATHERWOOD PLAT 2 is to be vacated.

BLOCK ONE

LOT 1	43,433	sq. ft. (1.00 acre)
LOT 2	17,327	sq. ft.
LOT 3	25,329	sq. ft.
LOT 4	25,329	sq. ft.
LOT 5	14,700	sq. ft.
LOT 6	14,700	sq. ft.
LOT 7	14,700	sq. ft.
LOT 8	14,700	sq. ft.
LOT 9	14,700	sq. ft.
LOT 10	14,700	sq. ft.
LOT 11	14,700	sq. ft.
LOT 12	14,700	sq. ft.

BLOCK TWO

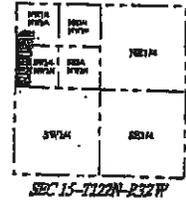
LOT 1	24,038	sq. ft.
LOT 2	27,448	sq. ft.
LOT 3	21,329	sq. ft.
LOT 4	28,227	sq. ft.
LOT 5	4,889	sq. ft.
LOT 6	4,889	sq. ft.
LOT 7	4,889	sq. ft.
LOT 8	4,889	sq. ft.
LOT 9	4,889	sq. ft.
LOT 10	4,889	sq. ft.
LOT 11	4,889	sq. ft.
LOT 12	4,889	sq. ft.

BLOCK THREE

LOT 1	25,000	sq. ft.
LOT 2	24,844	sq. ft.
LOT 3	26,874	sq. ft.
LOT 4	24,803	sq. ft.
LOT 5	25,291	sq. ft.
LOT 6	25,291	sq. ft.
LOT 7	27,878	sq. ft.
LOT 8	25,291	sq. ft.
LOT 9	25,291	sq. ft.
LOT 10	25,291	sq. ft.
LOT 11	25,291	sq. ft.
LOT 12	25,291	sq. ft.

OUTLOT A 2.08 ACRES (part of total) platted area
 OUTLOT B 2.38 ACRES

VICINITY MAP



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

June 11, 2004
 RONALD ENGELMEYER, LAND SURVEYOR
 Minnesota Registration No. 13334

Engelmeier Surveying P.A.	
PRELIMINARY PLAT OF: HEATHERWOOD PLAT 3	
PREPARED FOR: KEITH J. POMBRZYSKI	
FILE: dsdbrn-2.prd	JOB NO: 64-06 63K
DATE: 6/12/05	P-3-2548 PB: 140-12
ENGELMEIER SURVEYING P. A. 3074 EAST 142ND STREET MELROSE, MN 55356 PHONE: (552) 256-7886 FAX: (552) 256-9155 WWW: engelmeier@earthlink.net	

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII - C

ITEM DESCRIPTION: Hiring of Part Time Liquor Store Clerk

Prepared by: Renee Eckerly, City Administrator

COMMENTS:

The City received two applications for the Part-Time Liquor Store Clerk position and the Policies & Procedures Committee will be interviewing both applicants on Monday, May 23, 2016 at 5:00 p.m. and give a recommendation to the City Council at the meeting

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to hire _____ at \$9.05 per hour, Part time scale Grade 1/Step 2, with a start date of May 24, 2016 for the position of part time Liquor Store Clerk.

OR

Motion to place _____ on the eligibility list.

87

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – D

ITEM DESCRIPTION: VOC – Water Treatment Plant

Prepared by: Staff

COMMENTS:

Ron Mergen & Chuck DeWolf will give a verbal report on the VOC Project at the Water Treatment Plant.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – E

ITEM DESCRIPTION: 2016 Airport Fly In

Prepared by: Staff

COMMENTS:

Aaron Kranz representing the Friends of the Airport and Airport Commission will be in attendance to give a verbal report on the 2016 Airport Fly In. Please see the attached ads.

Discuss if additional insurance, in the amount of \$950.00, is needed and if so, who will pay for it. The attached email outlines the coverage. The Airport Commission will be reviewing this prior to the Council meeting and will be making a recommendation to Council.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.



Paynesville Airport Drive-In Fly-In

June 10 - 11

**Trophies Awarded
for
Best**

**Vintage
Home Built/
Experimental
Certified
War Bird**

Services & Amenities

- Free Under Wing Camping
- Free Shuttle Service To:
 - Local Bars
 - Restaurants
 - Hotels
 - Golf Course
 - Downtown Businesses
- Friday (8 p.m. to midnight)
- Saturday (8 a.m. to 2 p.m.)
- Street Dance
 - Friday (8 p.m. - midnight)
 - Featuring Platinum FM
- Beer Garden/Food Concessions
- All Pilots Receive Coupon Book
Good at Local Businesses
- Hangar Breakfast Saturday (8-11)



**Trophy
for
Longest
Distance
Traveled!**

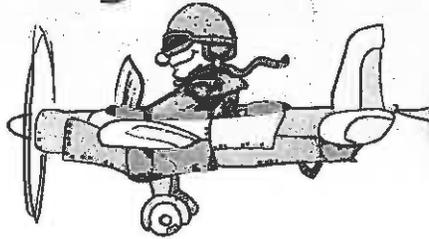


For more info contact: AARON BEAUMONT
370.243.1071 or aaron@paynesvilleairport.com

20

Paynesville Airport

Fly-in Drive-in Breakfast



Paynesville Municipal Airport
Sat., June 11 7:30-11 a.m.

000

Menu: Sausage, scrambled eggs, Fritter sweet breads, applesauce, juice and coffee.

\$7.50 presale | \$8.00 at door | 6-10 \$ 5.00 Under 5 free

Renee Eckerly

From: Belinda Ludwig
Sent: Thursday, May 19, 2016 9:23 AM
To: Renee Eckerly; Ron Mergen
Cc: Jennifer Welling
Subject: FW: quote for insurance on fly in

Gary was in and the below quote is the least expensive one he found

Belinda Ludwig
Finance Specialist
City of Paynesville
320-243-3714 Ext 228
Belinda@paynesvillemn.com

From: Belinda Ludwig
Sent: Friday, May 13, 2016 8:18 AM
To: Ron Mergen <Ron@paynesvillemn.com>; Renee Eckerly <Renee@paynesvillemn.com>
Subject: quote for insurance on fly in

Here is a quote from Gary for the fly in. he still has another one coming but wanted to get this one to us with the premium at \$950.00

Belinda Ludwig
Finance Specialist
City of Paynesville
320-243-3714 Ext 228
Belinda@paynesvillemn.com

From: Gary Rothstein [<mailto:gary@cmnia.com>]
Sent: Friday, May 13, 2016 8:15 AM
To: Belinda Ludwig <Belinda@paynesvillemn.com>
Subject: Fwd: City of Paynesville 100010043

----- Forwarded message -----
From: Jolene Zachman <jolene@cmnia.com>
Date: Fri, May 13, 2016 at 8:12 AM
Subject: Fwd: City of Paynesville 100010043
To: Gary Rothstein <gary@cmnia.com>

Jolene Zachman, Agent
Central Minnesota Insurance Agency

52

Office: 320.243.7403 Fax: 320.243.4947 www.cmnia.com

The greatest compliment I could receive is the referral of your family and friends! Thank you in advance for your trust!

Compare Medica Health Plans: <http://jolenezachman.medicaplanchoices.com/>

Compare Delta Dental Plans:

https://thepowerofsmile.com/index.php?option=com_scoreboard&agent=001C000001K1VmXIAV

----- Forwarded message -----

From: **Sherri J. Olson** <Sherri_Olson@rpsins.com>

Date: Wed, May 11, 2016 at 2:41 PM

Subject: City of Paynesville 100010043

To: Jolene Zachman <jolene@cmnia.com>

Hello Jolene,

We received the following quote from our Lexington office. I left on Brian's contact info if you had any questions or if you wanted to bind coverage, you can deal directly with him.

Insured - City of Paynesville

Event – Paynesville Airport Fly-In & Drive-In

Policy Period: June 10th – 11th, 2016

Event Date: June 10th & 11th, 2016

Attendance: 300 (max)

Liability Limit – 1 mil each occ/2 mil agg

Non Owned Auto On Airport Premises @ \$250,000

Products - 1 mil

Personal Injury – 1 mil

Fire Legal Liability – 50,000

Premium: \$950.00

Deductible: \$2,500 each/every loss

Brian Riehl
Casualty Broker | Lexington

Office: [+1 859 685 6206](tel:+18596856206) | Fax: [866 512 2114](tel:8665122114)
Risk Placement Services, Inc. | Brokerage
Brian_Riehl@rpsins.com | www.RPSins.com

OMPANY

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: Old Business

Item Number: VII - F

ITEM DESCRIPTION: Temporary On-Sale Liquor/Beer License – Paynesville Fire Relief Association

Prepared by: Renee Eckerly, City Administrator

COMMENTS:

The Paynesville Fire Relief Association has applied for a Temporary On-Sale Liquor /Beer License Application to hold an outdoor event in association with the Chamber of Commerce Town & Country Street Dance on Friday, June 10, 2016 from 7 p.m. – midnight. (Minnesota Statutes 340A.403, subdivision 2)

Paul Wegner, Police Chief has prepared for 6 hours of special event coverage for the beer garden at \$45.00 per hour.

Gary Rothstein, Central Minnesota Insurance Agency is applying for the insurance coverage through the League of MN Cities Insurance Trust.

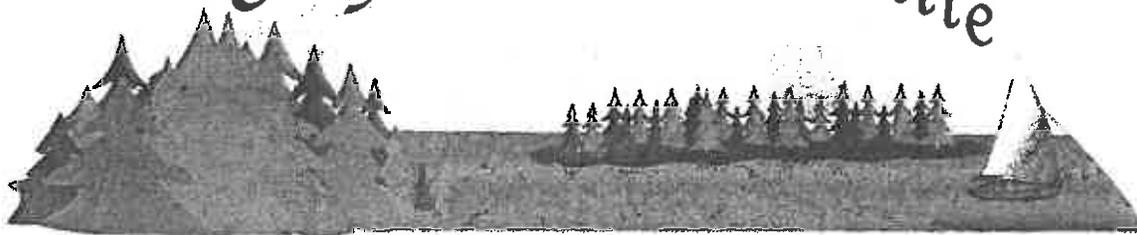
ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Temporary On-Sale Liquor /Beer License Application (T2016-1) submitted by Paynesville Fire Relief Association to hold an outdoor event in association with Town & Country Days on Friday, June 10, 2016 from 7 – Midnight.

as

City of Paynesville



A Lifetime Opportunity

Temporary On-Sale Liquor/Beer License

Paynesville Fire Relief Association

Full Legal Name of Business

Catherine Christinsen

Person Applying for Permit

417 Washburne Avenue, Paynesville MN

Address of Business

243-3714

Business Telephone

320-309-6188

Cellular Telephone

June 10 2016 from 7:00pm - Midnight

Date and Hours of Event

Name of Liquor Liability Insurance Carrier and Amount of Coverage

Prior to the issuance of the license, a certificate of liability insurance coverage in at least the sum of one hundred thousand dollars (\$100,000.00) for injury to any one person and three hundred thousand dollars (\$300,000.00) for injury to more than one person, and three hundred thousand dollars (\$300,000.00) for injury to more than one person, and one hundred thousand dollars (\$100,000.00) for property damage, or a combined single limit of three hundred thousand dollars (\$300,000.00), naming the City as an insured during the license period. An annual aggregate of \$600,000.00 may be included in the insurance coverage. Copy to be received at City Hall prior to event.

Describe the location where the permit will be used. If an outdoor area, please describe. This area must be blocked off.

The event will be in association with the Town & Country Days street dance put on by the Paynesville Chamber of Commerce. The area will be using the alley opening behind the former Corner Drug on James Street between Washburne and Augusta Avenue.

Applicant will need to schedule in advance with Chief Paul Wegner for an Officer to be in attendance while alcohol is being served. The charge is \$25.00 per hour.

~~\$45.00 (2014)~~

Catherine Christinsen 5/20/16

Signature of Applicant

Date of Applied

\$50.00 Cash or Check

Payment Type & Clerks Initials

Council Action

ab

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: May 23, 2016

Originating Department: Administration

Agenda Section: Old Business

Item Number: VII - G

ITEM DESCRIPTION: Revised Temporary Street Closing – T & C Days Chamber of Commerce - Street Dance, Beer Garden & Food Booth

Prepared by: Renee Eckerly, City Administrator

COMMENTS:

On May 9, 2016 the City Council approved a Temporary Street Closing to close James Street from Washburne Ave. to Augusta Ave. on June 10, 2016 from 4:30 p.m. to June 11, 2016 at 1:00 a.m. The Chamber of Commerce has now realized that more time is needed to allow for the stage and band to set up. The Chamber would now like to close James Street from Washburne Ave. to the Public Bathroom (alley) on June 10, 2016 from 2:00 p.m. (2 ½ hours earlier) to June 11, 2016 at 1:00 a.m. The Chamber has verbally indicated that they will notify all property owners/businesses of such change.

The Police Chief and Fire Chief will review this prior to the City Council meeting.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Temporary Street Closing Application from the Chamber of Commerce to close James Street from Washburne Ave. to the Public Bathroom (alley) on June 10, 2016 from 2:00 p.m. (2 ½ hours earlier) to June 11, 2016 at 1:00 a.m.

97

**CITY OF PAYNESVILLE
TEMPORARY STREET CLOSING APPLICATION**

Date 5-19-2016 Applicant's Name Paynesville Chamber
Address 220 Washburne Ave Telephone No. 320-243-3233
Paynesville Email jolene.paynesvilleareachamber@gmail.com
Event T&C Street Dance

Date(s) Street(s) To Be Closed June 10, 2016 Time(s) Street(s) To Be Closed 2:00 pm - 4:30 pm

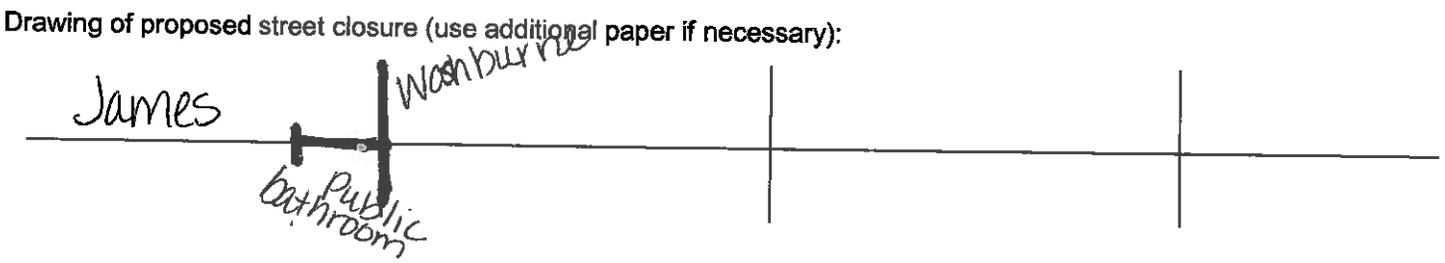
Street To Be Closed W James
From (what location/intersection) Washburne To (what location/intersection) Public Restroom

Street To Be Closed _____
From (what location/intersection) _____ To (what location/intersection) _____

Street To Be Closed _____
From (what location/intersection) _____ To (what location/intersection) _____

Have all businesses and/or property owners been notified of the proposed street closure?
Their feedback: YES NO

Explanation of proposed street closure (use additional paper if necessary): setup stage for Band



Approved By: _____
Chief of Police _____ Date _____
Comments _____

Fire Chief _____ Date _____
Comments _____

Mayor _____ Date _____

Applicants will need to make arrangements with the Public Works Department for signage and barricades, please contact Ron Mergen at 320-243-3714 Ext. 230. All alleys will need to remain clear for emergency vehicles and personnel. No poles/stakes are allowed into the cement/asphalt/bituminous of the street/curb/sidewalk.*

For Office Use Only:
Date Received: 5/19/16 Date To Chief of Police: 5/20/16 Date to Fire Chief: _____ 98

INFORMATIONAL

Vehicle Mileage Form

Month of April 2016

(Reading taken May 1, 2016)

Vehicle	March Ending Miles	April Ending Miles	Next Oil Change	Last Oil Change	Date Oil Changed	Miles Driven
101 Ford	122,398		125,046	122,046	11/24/2015	UNK
Squad 2 SUV	77,497	79,174	80,737	77,737	4/4/2016	1,677
Squad 1 SUV	13,406	16,307	16,619	13,619	4/4/2016	2,901

Year to Date Mileage: 18,350

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 04/01/2016

Last Date: 04/30/2016

Department	Complaint	Number
PPD		
	1014 ESCORT	4
	1021 PHONE CALL	10
	1050 ACCIDENT	1
	911H 911 HANGUP CALL	1
	ADORD APPREHENSION & DETENTION ORDER	1
	AL ALARM	5
	ALMED ALARM MEDICAL	2
	ANI ANIMAL COMPLAINT	1
	ASEX SEXUAL ASSAULT	1
	ASSTA AGENCY ASSIST	21
	ASSTB BUSINESS ASSIST	79
	ASSTP PERSONAL ASSIST	4
	BURG BURGLARY	2
	CC CITIZEN CONTACT	3
	DATA DATA REQUEST	1
	DISOR DISORDERLY CONDUCT	1
	DOG DOG COMPLAINT/BARKING	2
	DOM DOMESTIC	1
	DOORCHK DOOR CHECK(S)	1
	DRIVE DRIVING COMPLAINT	6
	DWI DRUNK DRIVER ARREST	3
	FINGERPRINT FINGERPRINT	1
	FPATROL FOOT PATROL	44
	FUP FOLLOW UP	11
	HAR HARASSMENT COMPLAINT	4
	INFO MATTER OF INFORMATION	1
	JUVP JUVENILE/PROBLEM WITH	2
	LM LOUD MUSIC	1
	MED MEDICAL EMERGENCY	13
	MEETING ATTEND MEETING	6
	MISSP MISSING PERSON	1
	NDISP NEIGHBORHOOD DISPUTE	1
	OPENW OPEN WINDOW	1
	PAPSV PAPER SERVICE	1
	PARKV PARKING VIOLATION	3
	PHONE PHONE COMPLAINT	1
	PORNL PREDATORY OFFENDER NO LEVEL RE	1
	SCHOOLP SCHOOL PATROL	37
	SD SPECIAL DETAIL	2
	SUSP SUSPICIOUS PERSON	2
	SUSV SUSPICIOUS VEHICLE	3
	THEFT THEFT	3
	TRAFFIC STOP TRAFFIC STOP	82
	TRAIN TRAINING	2
	TRES TRESPASSING/TRESPASSER	2
	UNWAN UNWANTED PERSON	2
	VERB VERBAL DISPUTE	1
	WELF WELFARE CHECK	4
	WPEEK WINDOW PEEKER	1

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 04/01/2016

Last Date: 04/30/2016

<i>Department</i>	<i>Complaint</i>	<i>Number</i>
		Group Total: 383
		Report Total: 383

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

102

WEST CENTRAL SANITATION

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

May 12, 2016

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

Dear Renee:

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

35-gallon cart	once per month	59
35-gallon cart	every-other-week	121
35-gallon cart	once per week	293
64-gallon cart	once per week	220
95-gallon cart	once per week	69

Enclosed is payment of \$439.00 for surcharges and vacancies.

Sincerely,



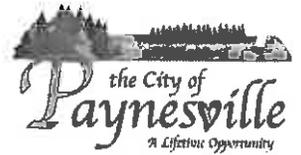
Carol Williamson

Enclosure



We help keep America beautiful.
With your help.

103



Never Write Another Check?



View Bills
Online,
Too!

You don't have to when you pay your Paynesville water bill online!

Pay online at www.PaynesvilleMN.com

Call **877-885-7968**

Download **"PSN Payments"**
from App Store® or Google Play™

We accept...



Authorized payment processor...



104