

**REGULAR CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
NOVEMBER 28, 2016
6:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT(S) – None
- V. CONSENT AGENDA
 - A. Minutes (page 1) – Public Works Committee, Regular City Council (3), and Joint Planning Board.
 - B. Vouchers (page 2)
- VI. NEW BUSINESS
 - A. Irrigation & Grazing Land Agreements (page 3)
 - B. MN Department of Health – Wellhead Grant (page 50)
 - C. Purchase of Three Panasonic Toughbook Laptops (page 63)
- VII. OLD BUSINESS
 - A. Water Treatment Plant – Final Payment Request (page 66)
 - B. 2016 Street Improvement Project (page 71)
 - C. Airport Crack Seal Project (page 76)
 - D. Service Recognition Luncheon (page 80)
 - E. Golf Cart Ordinance Amendment & Resolution (page 81)
 - F. Surplus Property – Snowflakes (page 85)
- VIII. INFORMATIONAL
 - A. Front Counter Remodel Fees Breakdown (page 86)
 - B. December & January Meeting Schedules (page 88)
 - C. November West Central Sanitation Garbage Rates (page 90)
 - D. September & October Investments, Liquor Revenue & Expenses, Incode Financial Reports, City Attorney Report, and Capital Improvement Breakdown Report – all reports can be found on the City's website.
- 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: November 28, 2016

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: V – A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the minutes from the following meetings:

Meeting	Emailed
October 10, 2016 Public Works Committee	10-24-16
October 10, 2016 Regular City Council	11-15-16
October 30, 2015 Joint Planning Board	11-15-15
November 14, 2016 Regular City Council	11-22-16
October 24, 2016 Regular City Council	11-15-16

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the following meetings:

October 10, 2016 Public Works Committee	10-24-16
October 10, 2016 Regular City Council	11-15-16
October 30, 2015 Joint Planning Board	11-15-15
November 14, 2016 Regular City Council	11-22-16
October 24, 2016 Regular City Council	11-15-16

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council
 Committee/Council Meeting Date: November 28, 2016
 Originating Department: Administration
 Agenda Section: Consent
 Item Number: V-B

ITEM DESCRIPTION: Vouchers
 Prepared by: Alice McColley

COMMENTS:
 Please review the following vouchers:

11/14/2016	Voucher void	93748	-\$2,960.00
11/23/2016	Payroll Checks	93766-93770	\$4,657.22
11/23/2016	Payroll Taxes	93771-93774	\$1,168.21
11/23/2016	Payroll Direct Deposit		\$18,853.33
11/23/2016	Payroll - Fed		\$6,320.46
11/23/2016	Payroll - State		\$1,202.95
11/23/2016	Payroll - TASC		\$346.13
11/23/2016	Payroll - PERA		\$6,231.84
11/23/2016	Payroll - SELECT		\$317.70
11/23/2016	Payroll - Blue Cross		\$5,199.70
11/23/2016	Payroll - AFLAC		\$139.41
11/23/2016	Payroll - Lincoln		\$430.93
11/22/2016	Vouchers	93775-93829	\$200,412.80
		TOTAL	\$242,320.68

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:
 Motion to approve the following vouchers:

11/14/2016	Voucher void	93748	-\$2,960.00
11/23/2016	Payroll Checks	93766-93770	\$4,657.22
11/23/2016	Payroll Taxes	93771-93774	\$1,168.21
11/23/2016	Payroll Direct Deposit		\$18,853.33
11/23/2016	Payroll - Fed		\$6,320.46
11/23/2016	Payroll - State		\$1,202.95
11/23/2016	Payroll - TASC		\$346.13
11/23/2016	Payroll - PERA		\$6,231.84
11/23/2016	Payroll - SELECT		\$317.70
11/23/2016	Payroll - Blue Cross		\$5,199.70
11/23/2016	Payroll - AFLAC		\$139.41
11/23/2016	Payroll - Lincoln		\$430.93
11/22/2016	Vouchers	93775-93829	\$200,412.80
		TOTAL	\$242,320.68

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI – A

ITEM DESCRIPTION: Irrigation & Grazing Land Agreements

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Please review the following Agreements:

Irrigated Crop Land Lease Agreement – Gottwald

Irrigated Crop Land Lease Agreement – Mages – Welle

The Public Works Committee recommends the following rates:

2017 \$160.00 per acre

2018 \$165.00 per acre

2019 \$170.00 per acre

With the clause that states if corn prices rise to over \$4.50 per bushel for 6 consecutive months the contract will be renegotiated.

Please review the following Agreements:

Grazing Agreement – Hennen

Grazing Agreement – Gottwald

The Public Works Committee recommends the following rates: Grazing contracts remain the same at 45.00 per acre.

Also attached are the University of Minnesota land rent spreadsheets.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the Irrigated Crop Land Lease Agreements between the City of Paynesville and Stephen & Judy Gottwald and Mages – Well, LLC and the Grazing Agreements between the City of Paynesville and Jack Hennen and Stephen and Judy Gottwald.

IRRIGATED CROP LAND LEASE AGREEMENT

By this Lease Agreement made and entered into this _____ day of _____, 2016, the undersigned, City of Paynesville, a Municipal Corporation, hereinafter referred to as Lessor and Stephen Gottwald and Judy Gottwald, husband and wife, hereinafter referred to as Lessees, agree to terms for the lease of the parcel of real estate legally described as follows, to-wit:

The West Half of the Southeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

RECITALS

1. The Lessor is the owner of real estate located in the State of Minnesota, County of Stearns, legally described as follows:

The West Half of the Southeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

This parcel of land consists of 80 acres, more or less. Approximately 70 acres of the above-described premises is tillable. It is the Lessor's intent to

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place a center pivot on the above described premises which will cover approximately 65 acres of the above-described premises.

2. Lessor desires to enter into a lease of the property described above for the 2017, 2018 and 2019 crop seasons.

3. Lessees desire to enter into a lease granting the Lessees the use of the property described above for the 2017, 2018 and 2019 crop seasons under the terms and conditions set forth below.

4. Both the Lessees and Lessor desire to enter into a formal lease agreement more specifically defining their rights and responsibilities relating to the premises described above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree s follows:

SECTION I. SUBJECT AND PURPOSE. Lessor hereby leases real estate located in the State of Minnesota, County of Stearns, described as follows:

The West Half of the Southeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

SECTION II. TERM. The term of the lease shall be for a period of three (3) years commencing on the day and date hereof and terminating December 31, 2019.

SECTION III. RENT. As and for the Lessees' rental payment to the Lessor, the Lessees will make the following rental payments:

A. 2017 Crop Season. On or before December 1, 2017, the Lessees shall pay to the Lessor the cash sum of \$11,200.00 (\$160.00 per acre x 70 acres).

- B. 2018 Crop Season. On or before December 1, 2018, the Lessees shall pay to the Lessor the cash sum of \$11,550.00 (\$165.00 per acre x 70 acres).
- C. 2019 Crop Season. On or before December 1, 2019, the Lessees shall pay to the Lessor the cash sum of \$11,900.00 (\$170.00 per acre x 70 acres).

The agreed annual rent is based on an assumption that corn prices will remain generally under \$4.50 per bushel. If local corn prices rise over \$4.50 per bushel for six (6) consecutive months at any time during the term of this Agreement, then the annual rent shall be subject to re-negotiation. By "local corn price" is meant a price at an elevator within a 50 mile radius of the City of Paynesville. If re-negotiations leave the parties unable to agree to an annual rent, then the Lessor shall be entitled, on 60 days' notice, to terminate the Lease Agreement for any crop seasons remaining under the terms of the Lease.

SECTION IV. CROPPING. The Lessees shall plant crops on the above-described premises which are suitable for irrigation under a center pivot.

The agreed annual rent is based on an assumption that corn prices will remain generally under \$4.50 per bushel. If corn prices rise over \$4.50 per bushel for six (6) consecutive months at any time during the term of this Agreement, then the annual rent shall be subject to re-negotiation. If agreement cannot be reached between the parties, the Lessor shall be entitled, on 60 days' notice, to terminate the Lease Agreement for the remaining crop season.

SECTION V. INPUTS. The Lessees shall be responsible for all inputs including seed, fertilizer and the like. The Lessees shall provide all necessary farm machinery and equipment to farm the above-described premises in a good and husband-like manner and according to the usual course of husbandry.

SECTION VI. USES AND PROHIBITED USES. The Lessees shall have the full use of the above-described premises for agricultural purposes. The Lessees shall not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the United States, the State of Minnesota, Stearns County or Paynesville Township. In addition, the Lessees agree that there will be no use of atrazine or any other chemicals with carry-over characteristics that would prevent the planting of alfalfa on the above-described premises in the 2019 crop year.

SECTION VII. INSURANCE AND LIABILITY FOR ACCIDENTS OR INJURIES. Lessees shall carry liability insurance and be solely responsible for any negligence in maintaining the leased premises or for any accidents or injuries sustained in connection with the leased premises. Lessees agree that the Lessees shall be solely responsible for any injuries to persons who come upon the above-described premises during the term of the lease. Lessees shall furnish Lessor with a copy of the Lessees' liability insurance policy with liability insurance in an amount of no less than \$1,500,000 and a

provision that the Lessor would be notified in the event of any cancellation or non-renewal of such liability insurance coverage.

The Lessees shall indemnify and hold Lessor harmless for any claims for personal injury or loss arising out of the use or maintenance of the above-described premises during the terms of this lease.

Lessees shall hold Lessor harmless from and indemnify Lessor against any and all liability, damage, loss and expense arising or resulting from the acts or omissions of or causes by the Lessees or Lessees' employees, servants, agents, guests, assigns or the like on or arising out of or related to the use and occupancy of the demised premises or the business activity conducted with respect thereto, including injuries to persons or property.

SECTION VIII. LIENS. Lessees shall keep the above-described premises free and clear of any and all mechanics or materialmans liens or any other liens arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished in connection with any operation on the leased premises. The Lessees' responsibility shall extend to any liens arising out of actions taken by the Lessees or anyone under the Lessees' employment or direction. If Lessees should fail to discharge any lien within ten (10) days after notice from the Lessor, Lessor may, at its option, discharge the same and treat the costs thereof, plus interest thereon, at a rate of 8% per annum, as additional rent payable in full with the next installment of rent.

SECTION IX. LESSOR'S DUTIES.

1. The Lessor shall have the responsibility for providing the Lessees with the peaceful use and enjoyment of the above-described premises free from interference by the Lessor.

2. The Lessor shall have the duty to provide a center pivot which shall provide irrigation of approximately 65 acres of the above-described premises.

3. The Lessor shall place a center pivot to provide coverage for approximately 65 acres of the above-described premises. The Lessor shall be responsible for the maintenance of insurance coverage for any loss occasioned by theft, vandalism, natural casualty, fire and/or storm which would fairly represent the replacement cost of such irrigation equipment.

SECTION X. LESSOR'S RIGHTS. The Lessor shall have the right to enter and re-enter the above-described premises for purposes of locating, maintaining and operating a center pivot on the above-described premises.

SECTION XI. LESSEES' DUTIES.

1. Lessees shall be obligated to pay rent as set forth in Section III above.

2. Lessees shall be obligated to return the above-described premises to the Lessor at the end of the lease with the crops properly harvested and the ground properly and thoroughly plowed. Lessees shall take proper care to insure that no atrazine or other chemical with carry-over which would prevent the planting of alfalfa after the end of this Lease is used during the

2019 crop season. Lessees shall accept water from the Lessor any time soil moisture readings are at 75% or less.

3. Lessees shall not sell, assign, mortgage, pledge, hypothecate or in any manner, transfer this lease or any estate or interest thereunder or sublet the leased premises or any part thereof without the prior written consent of the Lessor.

SECTION XII. LESSEES' RIGHTS. The Lessees shall have the right to the peaceful use and enjoyment of the above-described premises free from interference from the Lessor.

SECTION XIII. YIELDS. The Lessor makes no guarantee as to crop yields.

SECTION XIV. IRRIGATION. The Lessees acknowledges that the Lessees are aware that the Lessor is a municipality operating sanitary sewer ponds. The irrigation to be applied to the above-described premises will come from water being pumped from those sanitary sewer ponds. The Lessor will assure suitable quality water for irrigation within the guidelines set forth by any regulatory agency and especially the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.

SECTION XV. INJURY TO CROPS. The Lessor shall have no responsibility for any damage to the Lessees' crops resulting from the application of water, whether too much or too little.

SECTION XVI. GOVERNMENT PROGRAMS. The Lessees shall have the right to the proceeds of any government programs for which the above-

described premises may be available. However, the Lessees shall not involve the above-described premises in any government program that will affect the Lessor's right to use the property as it sees fit after the 2019 crop season.

SECTION XVII. DEFAULT. In the event of default under the terms of this agreement, except as otherwise specifically provided herein, the Lessor may re-enter and take possession of the property. The Lessees will have no further right to possess or use the property, but will continue to be obligated to pay rent for the full term of the lease and to keep any other promises made under the term of this lease agreement. In addition to the remedies set forth herein, the Lessor shall be entitled to any other remedies available to Lessor under Minnesota Law.

SECTION XVIII. ATTORNEYS FEES. If the Lessees should breach any of the terms of this lease, the Lessor shall be entitled to recover from Lessees all reasonable attorneys fees and costs incurred as a result of the Lessees' breach of this agreement.

SECTION XIX. TERMINATION. Unless otherwise extended or renewed in writing, this lease shall terminate December 31, 2019.

SECTION XX. NOTIFICATION. Whenever notice is required to be given, it shall be in writing and delivered by hand or by certified or registered mail addressed to the Lessor at: City of Paynesville, 221 Washburne Avenue, Paynesville, Minnesota 56362, or to the Lessees at: Stephen and Judy Gottwald, 20773 County Road 33, Paynesville, Minnesota

IRRIGATED CROP LAND LEASE AGREEMENT

By this Lease Agreement made and entered into this _____ day of _____, 2016, the undersigned, City of Paynesville, a Municipal Corporation, hereinafter referred to as Lessor, and Mages-Welle, LLC, a Minnesota limited liability company, hereinafter referred to as Lessee, agree to terms for the lease of the parcel of real estate legally described as follows, to-wit:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

RECITALS

1. The Lessor is the owner of real estate located in the State of Minnesota, County of Stearns, legally described as follows:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

This parcel of land consists of 80 acres, more or less. Approximately 80 acres of the above-described premises is tillable land. Approximately 65 acres of the above-described premises is under irrigation. It is the Lessor's intent to place a center pivot on the above described premises which will cover approximately 65 acres of the above-described premises.

2. Lessor desires to enter into a lease of the property described above for the 2017, 2018 and 2019 crop seasons.

3. Lessee desire to enter into a lease granting the Lessee the use of the property described above for the 2017, 2018 and 2019 crop seasons under the terms and conditions set forth below.

4. Both the Lessee and Lessor desire to enter into a formal lease agreement more specifically defining their rights and responsibilities relating to the premises described above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree s follows:

SECTION I. SUBJECT AND PURPOSE. Lessor hereby leases real estate located in the State of Minnesota, County of Stearns, described as follows:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

SECTION II. TERM. The term of the lease shall be for a period of three (3) years commencing on January 1, 2017 and terminating December 31, 2019.

SECTION III. RENT. As and for the Lessee's rental payment to the Lessor, the Lessee will make the following rental payments:

A. 2017 Crop Season. On or before December 1, 2017, the Lessees shall pay to the Lessor the cash sum of \$12,800.00 (\$160.00 per acre x 80 acres).

B. 2018 Crop Season. On or before December 1, 2018, the Lessees shall pay to the Lessor the cash sum of \$13,200.00 (\$165.00 per acre x 80 acres).

C. 2019 Crop Season. On or before December 1, 2019, the Lessees shall pay to the Lessor the cash sum of \$13,600.00 (\$170.00 per acre x 80 acres).

The agreed annual rent is based on an assumption that corn prices will remain generally under \$4.50 per bushel. If local corn prices rise over \$4.50 per bushel for six (6) consecutive months at any time during the term of this Agreement, then the annual rent shall be subject to re-negotiation. By "local corn price" is meant a price at an elevator within a 50 mile radius of the City of Paynesville. If re-negotiations leave the parties unable to agree to an annual rent, then the Lessor shall be entitled, on 60 days' notice, to terminate the Lease Agreement for any crop seasons remaining under the terms of the Lease.

SECTION IV. CROPPING. The Lessee shall plant the above-described premises in corn to be harvested for silage. If requested, the Lessee will remove the corn silage crop before the end of September and seed to cover crops such as oats or rye so that the Lessor can apply water. The Lessor would bear the costs of the seed to plant the cover crop.

SECTION V. INPUTS. Except as specifically provide in Section IV above, the Lessee shall be responsible for all inputs including seed, fertilizer and the like. The Lessee shall provide all necessary farm machinery and equipment to farm the above-described premises in a good and husband-like manner and according to the usual course of husbandry.

SECTION VI. USES AND PROHIBITED USES. The Lessee shall have the full use of the above-described premises for agricultural purposes. The Lessee shall not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the United States, the State of Minnesota, Stearns County or Paynesville Township.

SECTION VII. INSURANCE AND LIABILITY FOR ACCIDENTS OR INJURIES. Lessee shall carry liability insurance and be solely responsible for any negligence in maintaining the leased premises or for any accidents or injuries sustained in connection with the leased premises. Lessee agrees that the Lessee shall be solely responsible for any injuries to persons who come upon the above-described premises during the term of the lease. Lessee shall furnish Lessor with a copy of the Lessee's liability insurance policy with liability insurance in an amount of no less than \$1,500,000 and a provision that the Lessor would be notified in the event of any cancellation or non-renewal of such liability insurance coverage.

The Lessee shall indemnify and hold Lessor harmless for any claims for personal injury or loss arising out of the use or maintenance of the above-described premises during the terms of this lease.

Lessee shall hold Lessor harmless from and indemnify Lessor against any and all liability, damage, loss and expense arising or resulting from the acts or omissions of or causes by the Lessee or Lessee's employees, servants, agents, guests, assigns or the like on or arising out of or related to the use and occupancy of the demised premises or the business activity conducted with respect thereto, including injuries to persons or property.

SECTION VIII. LIENS. Lessee shall keep the above-described premises free and clear of any and all mechanics or materialmans liens or any other liens arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished in connection with any operation on the leased premises. The Lessee's responsibility shall extend to any liens arising out of actions taken by the Lessee or anyone under the Lessee's employment or direction.

SECTION IX. LESSOR'S DUTIES.

1. The Lessor shall have the responsibility for providing the Lessee with the peaceful use and enjoyment of the above-described premises free from interference by the Lessor.

2. The Lessor shall have the duty to provide a center pivot which shall provide irrigation of approximately 65 acres of the above-described premises.

3. The Lessor shall place a center pivot to provide coverage for approximately 65 acres of the above-described premises. The Lessor shall be responsible for the maintenance of insurance coverage for any loss occasioned by theft, vandalism, natural casualty, fire and/or storm which would fairly represent the replacement cost of such irrigation equipment.

SECTION X. LESSOR'S RIGHTS. The Lessor shall have the right to enter and re-enter the above-described premises for purposes of locating, maintaining and operating a center pivot on the above-described premises.

SECTION XI. LESSEE'S DUTIES.

1. Lessee shall be obligated to pay rent as set forth in Section III above.

2. Lessee shall be obligated to return the above-described premises to the Lessor at the end of the lease with the crops properly harvested and the ground properly and thoroughly plowed. Lessee shall accept water from the Lessor any time soil moisture readings are at 75% or less.

3. Lessee shall not sell, assign, mortgage, pledge, hypothecate or in any manner, transfer this lease or any estate or interest thereunder or sublet the leased premises or any part thereof without the prior written consent of the Lessor.

SECTION XII. LESSEE'S RIGHTS. The Lessee shall have the right to the peaceful use and enjoyment of the above-described premises free from interference from the Lessor.

SECTION XIII. YIELDS. The Lessor makes no guarantee as to crop yields.

SECTION XIV. IRRIGATION. The Lessee acknowledges that the Lessee is aware that the Lessor is a municipality operating sanitary sewer ponds. The irrigation to be applied to the above-described premises will come from water being pumped from those sanitary sewer ponds. The Lessor will assure suitable quality water for irrigation within the guidelines set forth by any regulatory agency and especially the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.

SECTION XV. INJURY TO CROPS. The Lessor shall have no responsibility for any damage to the Lessee's crops resulting from the application of water, whether too much or too little.

SECTION XVI. GOVERNMENT PROGRAMS. The Lessee shall have the right to the proceeds of any government programs for which the above-described premises may be available. However, the Lessee shall not involve the above-described premises in any government program that will affect the Lessor's right to use the property as it sees fit after the 2019 crop season.

SECTION XVII. DEFAULT. In the event of default under the terms of this agreement, except as otherwise specifically provided herein, the Lessor may re-enter and take possession of the property. The Lessee will have no further right to possess or use the property, but will continue to be obligated to pay rent for the full term of the lease and to keep any other promises

made under the term of this lease agreement. In addition to the remedies set forth herein, the Lessor shall be entitled to any other remedies available to Lessor under Minnesota Law.

SECTION XVIII. ATTORNEYS FEES. If the Lessee should breach any of the terms of this lease, the Lessor shall be entitled to recover from Lessee all reasonable attorneys' fees and costs incurred as a result of the Lessee's breach of this agreement.

SECTION XIX. TERMINATION. Unless otherwise extended or renewed in writing, this lease shall terminate December 31, 2019.

SECTION XX. NOTIFICATION. Whenever notice is required to be given, it shall be in writing and delivered by hand or by certified or registered mail addressed to the Lessor at: City of Paynesville, 221 Washburne Avenue, Paynesville, Minnesota 56362, or to the Lessee at: Mages-Welle, LLC, 131 Calvery Rd., Osakis, MN 56360. If notice is given by mail, it shall be effective two (2) days after mailing to the address set forth above.

SECTION XXI. TIME IS OF THE ESSENCE. Lessor and Lessee agree that time is of the essence in the lease and performance and payments of each and every obligation herein.

THIS INSTRUMENT DRAFTED BY:

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

GRAZING AGREEMENT

By this agreement made and entered into this ____ day of _____, 2016, the undersigned, City of Paynesville, a municipal corporation, hereinafter referred to as "Lessor", and John D. Hennen, a/k/a Jack D. Hennen, hereinafter referred to as "Lessee", agree to terms for the lease of a portion of the parcel of real estate legally described as follows, to-wit:

The South One Half (S ½) of the Southwest One Quarter (SW ¼), Section 33, Township 123, Range 32 and the North One Half (N ½) of the Northwest One Quarter (NW ¼) and the Southeast One Quarter (SE ¼) of Northwest One Quarter (NW ¼), Section 4, Township 122, Range 32, Stearns County, Minnesota.

RECITALS

1. The Lessor is the owner of real estate located in the State of Minnesota, County of Stearns, legally described as follows:

The South One Half (S ½) of the Southwest One Quarter (SW ¼), Section 33, Township 123, Range 32 and the North One Half (N ½) of the Northwest One Quarter (NW ¼) and the Southeast One Quarter (SE ¼) of Northwest One Quarter (NW ¼), Section 4, Township 122, Range 32, Stearns County, Minnesota.

This parcel consists of 160 acres more or less. Approximately One Hundred and Twenty (120) acres of the premises is available and suitable for grazing. The land available and suitable for grazing has been planted in grasses that are suitable for the grazing of livestock.

2. Lessor desires to enter into a lease of the property so as to allow the Lessee the use of the property commencing on the day and date set forth above and continuing through October 31, 2019.

3. Lessee desires to enter into a lease granting the Lessee the use of the property commencing on the day and date set forth above and continuing through October 31, 2019.

4. Both the Lessee and the Lessor desire to enter into a formal grazing agreement more specifically defining their rights and responsibilities relating to the premises described above.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. SUBJECT AND PURPOSE. Lessor hereby grants unto Lessee the right to graze livestock, with the exception of dairy animals on 120 acres of that parcel of real estate located in the State of Minnesota, County of Stearns, described as follows:

The South One Half (S ½) of the Southwest One Quarter (SW ¼), Section 33, Township 123, Range 32 and the North One Half (N ½) of the Northwest One Quarter (NW ¼) and the Southeast One Quarter (SE ¼) of Northwest One Quarter (NW ¼), Section 4, Township 122, Range 32, Stearns County, Minnesota,

Subject to the Lessee's right to graze livestock on the above-described premises, the Lessor will retain the right to use the above-described premises for purposes of application of water from the Lessor's wastewater system.

SECTION II. TERM. The term of this lease shall be for a period commencing the day and date set forth above and terminating October 31, 2019.

SECTION III. RENT. As and for Lessee's rental payment to the Lessor for the privilege of grazing livestock on the above-described premises, the Lessee shall make the following payments:

A. On or before December 1, 2017, December 1, 2018 and December 1, 2019, the Lessee shall pay to the Lessor the sum of \$7,200.00; however,

B. If the amount of water provided by irrigation on the above-described premises during the peak irrigation season from July 1 through August 15 of any given year is less than two (2) inches per acre, then in that event the rent payable for that year shall be reduced from \$7,200 to \$6,000.

SECTION IV. CROPPING. The Lessor shall keep the above-described premises planted in grasses suitable for grazing.

SECTION V. INPUTS. The Lessee shall be responsible to erect and maintain a fence suitable to enclose and keep the livestock grazing on the above-described property from escaping or causing damage to neighboring properties or persons. The fence shall be erected so as to not interfere with the on-going irrigation of the above-described premises. At the end of this

agreement for grazing of livestock, the Lessee shall be entitled to remove the fence surrounding the above-described premises if Lessee wishes to do so.

SECTION VI. LESSOR'S RIGHT TO USE FOR IRRIGATION. The Lessor shall retain the right to use the above-described premises for purposes of irrigation. In the event that the Lessor intends to apply water to the above-described premises by means of irrigation, the Lessor shall give the Lessee at least 24 hours advance notice. The Lessee shall then be responsible for removing the grazing livestock from the above-described premises during such times as the Lessor is using the property for irrigation purposes. If the Lessor has to apply significant amounts of water due to high water levels in the City's wastewater treatment facilities in the month of September, the Lessee shall be notified and the Lessor may require the Lessee to keep livestock off the above-described premises for up to two weeks while the high concentration of water is applied and absorbed into the soils.

SECTION VII. USES AND PROHIBITED USES. The Lessee shall not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the United States, the State of Minnesota or Stearns County.

SECTION VIII. INSURANCE AND LIABILITY FOR ACCIDENTS OR INJURIES. Lessee shall furnish Lessor with a copy of the Lessee's liability insurance policy with liability insurance in an amount of no less than

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\$1,500,000.00 and a provision in said insurance that the Lessor will be notified in the event of any cancellation or non-renewal of such liability insurance coverage.

The Lessee shall indemnify and hold Lessor harmless for any claims for personal injury or loss arising out of the use or maintenance of the above-described premises for the grazing of livestock or for injuries to persons or property arising out of the escape of livestock from the above-described premises.

Lessee shall hold Lessor harmless from and indemnify Lessor against any and all liability, damage, loss and expense arising or resulting from the acts or omissions caused by the Lessee or Lessee's employees, servants, agents, guests, assigns or the like on or arising out of or related to the use and occupancy of the demised premises or the business activity conducted with respect thereof, including injuries to persons or property, except in connection with the Lessor's use of the premises for irrigation.

SECTION IX. LIENS. Lessee shall keep the above-described premises free and clear of any and all mechanics or materialman's liens or any other liens arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished in connection with any operation on the leased premises. The Lessee's responsibility shall extend to any liens arising out of actions taken by the Lessee or anyone under the Lessee's employment or direction. If Lessee should fail to

discharge any lien within ten (10) days after notice from the Lessor, Lessor may, at its option, discharge the same and treat the costs thereof, plus interest thereon, at a rate of 8% per annum, as additional rent payable in full with the next installment of rent.

SECTION X. LESSOR'S DUTIES.

1. The Lessor shall have the responsibility to provide the Lessee with peaceful use and enjoyment of the above-described premises free from interference by the Lessor, subject to the Lessor's right to use the above-described premises for purposes of application of wastewater by means of irrigation.

SECTION XI. LESSOR'S RIGHTS. The Lessor shall have the right to enter and re-enter the above-described premises for purposes of locating, maintaining and operating a center pivot and/or traveling gun for purposes of applying water to the above-described premises. Lessor shall further have the right to require the Lessee to remove livestock on 24 hours advance notice so as to facilitate the Lessor's use of the above-described premises for purposes of irrigation. In addition, if the Lessor shall have the need to apply significant amounts of water due to high water levels in the Lessor's lagoons in the month of September, the Lessor may require the Lessee to keep livestock off of the above-described premises for a period of up to two (2) weeks.

SECTION XII. LESSEE'S DUTIES.

1. Lessee shall be obligated to pay rent as set forth in Section III above.

2. Lessee shall be obligated to remove livestock on 24 hours advance notice.

3. Lessee shall be required to exclude livestock from the above-described premises in the event that the Lessor finds it necessary to apply significant amounts of water to the premises during the month of September.

4. Lessee shall have the obligation to erect and maintain appropriate fences to keep in grazing animals.

5. Lessee shall not sell, assign, mortgage, pledge, hypothecate or in any manner, transfer the Lessee's right to graze livestock on the above-described premises or sublet the lease premises or any part thereof without the prior written consent of the Lessor.

6. Lessee shall be responsible for weed control on the above-described premises, shall undertake to maintain the premises free of weeds, and destroy the same before seeds ripen by spraying or mowing.

SECTION XIII. LESSEE'S RIGHTS. The Lessee shall have the right to peaceful use and enjoyment of the above-described premises free from interference from the Lessor subject to Lessor's right to apply irrigation water from the City's wastewater treatment facilities to the premises.

SECTION XIV. IRRIGATION. The Lessee acknowledges that the Lessee is aware that the Lessor is a municipality operating sanitary sewer ponds. The irrigation to be applied to the above-described premises will come from water being pumped from those sanitary sewer ponds. The Lessor will assure suitable quality water for irrigation within the guidelines set forth by any regulatory agency and especially the Minnesota Pollution Control Agency and the United States Environmental Protection Agency. Because of the nature of the water being applied to the above-described premises, the Lessee cannot allow dairy cows to graze on the above-described premises.

SECTION XV. DEFAULT. In the event of a default under the terms of this agreement, except as otherwise specifically provided herein, the Lessor may re-enter and take possession of the property. The Lessee will have no further right to possess or use the property, but will continue to be obligated to pay rent for the full term of the lease and to keep any other promises made under the terms of this lease agreement. In addition to the remedies set forth herein, the Lessor shall be entitled to any other remedies available to Lessor under Minnesota Law.

SECTION XVI. ATTORNEY'S FEES. If the Lessee should breach any of the terms of this lease, the Lessor shall be entitled to recover from the Lessee all reasonable attorneys fees and costs incurred as a result of the Lessee's breach of this agreement.

SECTION XVII. TERMINATION. Unless otherwise renewed, extended or terminated, this lease shall terminate October 31, 2019.

SECTION XVIII. NOTIFICATION. Whenever notice is required to be given, it shall be in writing and delivered by hand or by certified or registered mail addressed to the Lessor at: City of Paynesville, 221 Washburne Avenue, Paynesville, MN 56362, or to the Lessee at: John D. Hennen, 53180 397th St., Paynesville, MN 56362, or such other future address as either party may notify the other party of in writing. If notice is given by mail, it shall be effective two (2) days after mailing to the address set forth above.

SECTION XIX. TIME IS OF THE ESSENCE. Lessor and Lessee agree that time is of the essence in the lease and performance and payments of each and every obligation herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of _____, 2016.

LESSOR

LESSEE

CITY OF PAYNESVILLE

Jeff Thompson, Mayor

John D. Hennen

GRAZING AGREEMENT

By this Agreement made and entered into this _____ day of _____, 2016, the undersigned, City of Paynesville, a Municipal Corporation, hereinafter referred to as Lessor and Stephen Gottwald and Judy Gottwald, husband and wife, hereinafter referred to as Lessees, agree to terms for the leases of the parcels of real estate legally described as follows, to-wit:

The West Half of the Northeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

RECITALS

1. The Lessor is the owner of real estate located in the State of Minnesota, County of Stearns, legally described as follows:

The West Half of the Northeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

This parcel of land consists of 80 acres, more or less. This land has been planted in grasses that are suitable for grazing of livestock.

2. Lessor desires to enter into a lease of the property so as to allow the Lessees to use the property commencing on the day and date set forth above and continuing through October 31, 2019, for the grazing of livestock.

3. Lessees desire to enter into a lease granting the Lessees the use of the property described above commencing on the day and date set forth above and continuing through October 31, 2019.

4. Both the Lessees and Lessor desire to enter into a formal grazing agreement more specifically defining their rights and responsibilities relating to the premises described above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. SUBJECT AND PURPOSE. Lessor hereby grants unto Lessees the right to graze livestock, with the exception of dairy animals, on the real estate located in the State of Minnesota, County of Stearns, described as follows:

The West Half of the Northeast Quarter, Section 33, Township 123 North, Range 32 West, Stearns County, Minnesota.

Subject to the Lessees' right to graze animals on the above-described premises, the Lessor will retain the right to use the above-described premises for purposes of application of water from the Lessor's wastewater system.

SECTION II. TERM. The term of the lease shall be for a period of three (3) years commencing the day and date hereof and terminating October 31, 2019.

SECTION III. RENT. As and for the Lessees' rental payment to the Lessor for the privilege of grazing livestock on the above-described premises, the Lessees will make the following rental payments:

- A. On or before December 1, 2017, December 1, 2018 and December 1, 2019, the Lessees shall pay the Lessor the sum of \$3,600.00; however,
- B. If the amount of water provided by irrigation on the above-described premises during the peak irrigation season from July 1 through August 15 of any given year is less than two (2) inches per acre, then in that event the rent payable for that year shall be reduced from \$3,600 to \$2,800.

SECTION IV. CROPPING. The Lessor shall keep the above-described premises planted in grasses suitable for grazing.

SECTION V. INPUTS. The Lessees shall be responsible for the erection and maintenance of a fence suitable to enclose and keep livestock grazing on the portion of the above-described premises used for grazing from escaping or causing damage to neighboring properties or to other persons. At the end of this Agreement for Grazing of Livestock, the Lessees shall be entitled to remove the fencing surrounding the above-described premises if the Lessees wish to do so.

SECTION VI. LESSOR'S RIGHT TO USE FOR IRRIGATION. The Lessor shall retain the right to use the above-described premises for purposes of irrigation. In the event that the Lessor intends to apply water to the above-

described premises by means of irrigation, the Lessor shall give Lessees at least 24 hours advance notice. The Lessees shall then be responsible for removing the grazing livestock from the above-described premises during such time as the Lessor is using the property for irrigation purposes. If the Lessor has to apply significant amounts of water due to high water levels in the Lessor's waste water treatment facilities in the months of September or October, then the Lessees shall be notified and the Lessor may require the Lessees to keep livestock off the above-described premises grazing for up to two (2) weeks while the high concentration of water is applied and absorbed into the soils.

SECTION VII. USES AND PROHIBITED USES. The Lessees shall not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the United States, the State of Minnesota or Stearns County.

SECTION VIII. INSURANCE AND LIABILITY FOR ACCIDENTS OR INJURIES. Lessees shall carry liability insurance and be solely responsible for any negligence in maintaining the fence surrounding the grazing area of the above-described premises or the use of the above-described premises for grazing of livestock and any accidents or injuries sustained in connection with said use. Lessees agree that they shall be solely responsible for any injuries to persons who come upon the above-described premises during the terms of this Agreement with the exception of injuries to employees or agents of the Lessor suffered in connection with the use of the above-

described premises for irrigation. Lessees shall furnish the Lessor with a copy of the Lessees' liability insurance policy with liability limits in an amount of no less than \$1,500,000.00 and a provision that the Lessor shall be notified in the event of any cancellation or non-renewal of such liability insurance coverage.

The Lessees shall indemnify and hold the Lessor harmless for any claims for personal injury or loss arising out of the use or maintenance of the above-described premises for grazing of livestock, for injuries to persons or property arising out of the escape of livestock from the above-described premises, or for the use of the premises for grazing of livestock or raising of crops.

Lessees shall hold the Lessor harmless from and indemnify the Lessor against any and all liability, damage, loss and expense arising or resulting from acts or omissions caused by Lessees, Lessees' employees, servants, agents, guests, assigns or the like on or arising out of or related to the use and occupancy of the above-described premises or the business activities conducted with respect thereto, including injuries to persons or property, except in connection with Lessor's use of the premises for irrigation.

SECTION IX. LIENS. Lessees shall keep the above-described above free and clear of any and all mechanics or materialmans liens or any other liens arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished in connection with any operation on this premises. The Lessees' responsibility shall extend to

any liens arising out of actions taken by Lessees or anyone under their employment or direction. If Lessees should fail to discharge any lien within ten (10) days after notice from the Lessor, the Lessor may, at its option, discharge the same and treat the cost thereof, plus interest thereon, at a rate of 8% per annum, as an additional payable in full within the next installment due to the Lessor.

SECTION X. LESSOR'S DUTIES.

The Lessor shall have the responsibility to provide the Lessees with the peaceful use and enjoyment of the above-described premises free from interference by the Lessor, subject to the Lessor's right to use the above-described premises for purposes of application of water by means of irrigation.

SECTION XI. RIGHTS OF THE LESSOR. The Lessor shall have the right to enter and re-enter the above-described premises for purposes of locating, maintaining and operating a center pivot and/or traveling gun if necessary, for purposes of applying water to the above-described premises. The Lessor shall further have the right to require Lessees to remove livestock on 24 hours advance notice so as to facilitate the Lessor's use of the above-described premises for purposes of litigation. In addition, if the Lessor needs to apply significant amounts of water due to high water levels in the Lessor's lagoons in the months of September or October, the Lessor may require Lessees to keep livestock off the above-described premises for a period of up to two (2) weeks.

SECTION XII. LESSEES DUTIES.

1. Lessees shall be obligated to make payments as set forth in Section III above.

2. Lessees shall be obligated to remove livestock from grazing areas on 24 hours advance notice.

3. Lessees shall be required to exclude livestock from the above-described premises for a period of up to two (2) weeks in the event the Lessor finds it necessary to apply significant amounts of water to the grazing area during the months of September or October.

4. Lessees shall be obligated to erect and maintain and/or relocate appropriate fences to keep in grazing animals.

5. Lessees shall not sell, assign, mortgage, pledge, hypothecate or in any manner transfer their right to graze livestock on or to otherwise use the above-described premises.

6. Lessees shall be responsible for weed control on the above-described premises, shall undertake to maintain the premises free of weeds, and destroy the same before seeds ripen by spraying or mowing.

SECTION XIII. LESSEES' RIGHTS.

1. The Lessees shall have the right to the peaceful use and enjoyment of the above-described premises free from interference by the Lessor, subject to the Lessor's right to apply irrigation water from the Lessor's waste water treatment facilities.

2. Lessees shall have the right to receive at least four (4) inches of water for application by means of irrigation to that portion of the property subject to this Agreement which Lessees plant in crops. If the Lessor fails to provide the agreed four (4) inches of water by irrigation the Lessees limited and exclusive remedy shall be to not pay the irrigation payment provided for in Section III above.

SECTION XIV. IRRIGATION. The Lessee acknowledges that the Lessee is aware that the Lessor is a municipality operating sanitary sewer ponds. The irrigation to be applied to the above-described premises will come from water being pumped from those sanitary sewer ponds. The Lessor will assure suitable quality water for irrigation within the guidelines set forth by any regulatory agency and especially the Minnesota Pollution Control Agency and the United States Environmental Protection Agency. Because of the nature of the water being applied to the above-described premises, the Lessee cannot allow dairy cows to graze on the above-described premises.

SECTION XV. DEFAULT. In the event of default under the terms of this Agreement, except as otherwise specifically provided herein, the Lessor may re-enter and take possession of the above-described property. The Lessees will have no further right to possess or use the above-described property, but will continue to be obligated to make payment for the full term of this Agreement and keep any other promises made under the terms of

this Agreement. In addition to the remedies set forth herein, the Lessor shall be entitled to any other remedies available under Minnesota law.

SECTION XVI. ATTORNEYS FEES. If the Lessees should breach any of the terms of this Agreement, the Lessor shall be entitled to recover from Lessees all reasonable attorneys fees and costs incurred as a result of Lessees breach of this Agreement or the enforcement of the Lessor's rights.

SECTION XVII. TERMINATION. Unless otherwise renewed, extended or terminated, this Agreement shall terminate October 31, 2019. Upon the execution of this Agreement all prior agreements between the parties hereto regarding grazing or irrigation on the lands which are the subject matter of this Agreement are terminated.

SECTION XVIII. NOTIFICATION. Whenever notice is required to be given, it shall be in writing and delivered by hand or by certified or registered mail address to the Lessor at:

City of Paynesville
221 Washburne Avenue
Paynesville, MN 56362

or to Lessees at:

Stephen and Judy Gottwald
20773 County Road 33
Paynesville, MN 56362

If notice is given by mail, it shall be effective two (2) days after mailing to the address set forth above.

Average Rents Paid by Minnesota County - West Central

County	2004	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15 Est.	'16 Est.
Otter Tail	42	41	44	65	60	68	82	80	98	95	101	96	86
Pope	NA	NA	NA	NA	NA	NA	94	103	116	134	128	122	109
Stevens	75	79	80	85	90	98	104	121	135	157	161	153	137
Swift	75	76	81	84	98	106	105	118	135	157	161	153	137
Traverse	NA	NA	NA	NA	NA	NA	100	NA	171	157	161	153	137
Wilkin	67	67	71	77	87	87	94	100	123	131	137	130	117

Average Rents Paid by Minnesota County - Central

County	2004	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15 Est.	'16 Est.
Benton	43	44	46	47	39	44	49	51	58	68	87	83	74
Carver	NA	NA	NA	NA	NA	NA	161	179	206	226	214	203	183
Kanabec	30	33	32	34	38	42	37	37	44	52	59	56	50
Kandiyohi	96	102	106	110	126	142	149	175	206	211	227	216	194
McLeod	96	104	106	124	135	152	155	185	196	238	233	221	199
Meeker	80	83	86	89	100	111	128	150	159	190	191	181	163
Morrison	31	38	38	44	43	35	52	63	68	78	107	102	91
Renville	104	106	122	121	152	164	157	191	209	236	237	225	203
Scott	112	119	120	109	131	148	140	160	198	238	229	218	196
Sibley	115	122	125	130	149	172	192	203	245	262	263	250	225
Steams	67	70	77	79	89	105	93	126	157	184	188	179	161
Todd	NA	NA	NA	NA	NA	NA	49	52	54	64	80	76	68
Wright	72	81	84	91	107	119	123	137	155	165	149	142	127

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Minnesota Cropland Rental Rates Per Acre

	Average				2015				2016	2017
	2011	2012	2013	2014	Avg	Median	10 th Pctile	90 th Pctile	NASS Date	Est.
Northwest										
Becker	62	82	96	n/a	n/a	n/a	n/a	n/a	105	_____
Clay	108	120	136	138	134	136	82	168	131	_____
Clearwater	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	30	_____
Kittson	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	82.50	_____
Mahnomen	75	83	99	111	105	78	20	132	100	_____
Marshall	48	58	59	63	56	50	30	91	79	_____
Norman	93	97	120	129	128	114	70	164	121	_____
Pennington	n/a	n/a	54	62	62	60	40	77	64.50	_____
Polk	70	81	86	96	96	90	55	145	118	_____
Red Lake	n/a	n/a	n/a	64	n/a	n/a	n/a	n/a	68.50	_____
Roseau	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	50.50	_____
North Central										
Beltrami	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24	_____
Cass	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24.50	_____
Hubbard	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	21.5	_____
Itasca	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	22	_____
Koochiching	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	25	_____
Lk of the Woods	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	31.50	_____
Remaining Co.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	18	_____
West Central										
Big Stone	102	130	n/a	n/a	n/a	n/a	n/a	n/a	165	_____
Chippewa	159	188	n/a	n/a	n/a	n/a	n/a	n/a	188	_____
Douglas	85	112	112	112	102	74	44	151	118	_____
Grant	132	146	192	192	188	136	85	216	171	_____
Lac qui Parle	127	150	n/a	n/a	n/a	n/a	n/a	n/a	181	_____
Otter Tail	80	98	95	101	108	83	33	175	100	_____
Pope	103	116	n/a	128	131	126	64	169	125	_____
Stevens	121	135	n/a	n/a	n/a	n/a	n/a	n/a	158	_____
Swift	118	135	n/a	n/a	n/a	n/a	n/a	n/a	177	_____
Traverse	n/a	171	157	n/a	n/a	n/a	n/a	n/a	167	_____
Wilkin	100	123	131	137	135	130	85	179	150	_____
Yellow Med.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	182	_____
Central										
Benton	n/a	n/a	68	87	100	65	28	122	83.50	_____
Carver	179	206	226	214	173	215	87	270	195	_____
Kandiyohi	175	206	211	227	212	193	148	250	206	_____
McLeod	185	196	238	233	205	210	104	290	248	_____
Meeker	150	159	190	191	183	153	75	249	178	_____
Morrison	63	68	78	107	74	70	26	96	64.50	_____
Renville	191	209	236	237	241	243	178	325	228	_____
Scott	160	198	238	229	208	183	81	225	207	_____
Sherburne	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	58	_____
Sibley	203	245	262	263	250	247	159	327	247	_____
Stearns	126	157	184	188	192	124	50	256	145	_____
Todd	52	54	64	80	77	62	25	101	63.50	_____
Wadena	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	32	_____
Wright	n/a	n/a	n/a	149	144	133	84	217	149	_____

Mages, James

From: Herbst, Megan - NRCS-CD, Waite Park, MN <megan.herbst@mn.nacdnet.net>
Sent: Wednesday, October 05, 2016 2:08 PM
To: Mages, James
Subject: EQIP 2017
Attachments: SKM_C454e16100513540.pdf; Control of Land Documentation 8_10_16.doc

Hi Jim,

Hope all is well, and that you are enjoying the beautiful fall weather.

A couple of items regarding your 2017 EQIP application:

First, we need a completed AGI form, and a Beginning Farmer form completed by Zach (forms are attached). You completed these forms the last time you were in.

Re: Second, how soon can you obtain a "control of land" form from the City of Paynesville? We will need some sort of agreement by November 30 in order for your application to remain eligible for 2017. A copy is attached for your reference, although the agreement or lease does not need to be on this exact form.

Third, have you decided which fields will be seeded to cover crops in 2017? We will need to assemble a plan by November 30, that includes seeding rates, species, establishment method, and termination method. I know you had tossed around the idea of broadcasting cereal rye and oats following soybeans next fall, and then working it in with a chisel plow-this is acceptable. If scavenging N, building soil, preventing erosion, and weed control are all goals that you would like this cover crop to achieve, I think going with cereal rye is a safe bet. I am planning three years of nutrient management on all acres that were included in your nutrient management plan that was submitted by Ed this summer, unless I hear otherwise from you.

As far as I can tell, we are only proceeding with nutrient management and cover crops, correct? I believe the last time you were in, you did NOT want to move forward with an application for pest management. Let me know your thoughts on all this!

Megan Herbst
Stearns County SWCD
110 2nd St. South, Suite 128
Waite Park, MN 56387
320-251-7800 x3
Fax 1-855-205-6907

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Agricultural Business Management

2016 Minnesota statewide irrigated corn & navy bean budgets

Pauline Van Nurden

Minnesota irrigated corn 2016 budget

Irrigated corn budget MN statewide FINBIN data	Range in value 2005-2014		Average 05-2014	Actual 2014	10 year trend	Trend 2015	Trend 2016	Forecast 2016
Yield per acre (bu.)	161.68	191.32	175.45	167.51	-0.30	167.21	166.90	176.00
Value per bushel (\$)	1.98	6.47	4.12	3.72	0.27	3.99	4.27	3.25
Total production return/acre (\$)	348.46	1,234.15	724.64	623.14	47.48	670.62	718.10	572.00
Other crop income (\$)	9.88	121.94	40.63	121.94	8.47	130.41	138.89	5.00
Gross return/acre (\$)	386.77	1,247.69	765.28	745.08	55.96	801.03	856.99	577.00
Direct Expenses								
Seed (\$)	45.40	117.93	82.26	117.93	7.96	125.89	133.85	110.00
Fertilizer	72.73	186.01	131.29	171.22	12.90	184.12	197.02	135.00
Chemicals	23.16	35.77	27.65	35.77	1.05	36.82	37.86	38.00
Crop insurance	8.72	27.16	19.39	20.52	1.32	21.84	23.15	18.00
	6.12	45.04	19.88	26.65	0.03	26.68	26.71	15

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Minnesota irrigated corn 2016 budget

Irrigated corn budget MN statewide FINBIN data	Range in value 2005-2014		Average 05-2014	Actual 2014	10 year trend	Trend 2015	Trend 2016	Forecast 2016
Drying & storage expense								
Fuel & oil	20.62	48.83	33.49	42.80	3.03	45.83	48.86	27.00
Repairs	29.77	57.36	45.73	57.36	3.40	60.76	64.15	50.00
Custom hire	4.23	13.75	8.48	8.09	0.56	8.65	9.21	8.00
Land rent	93.96	193.11	132.19	179.58	11.33	190.91	202.24	165.00
Operating Interest	6.47	19.35	10.24	10.79	-0.20	10.59	10.39	10.00
Miscellaneous	5.04	21.16	13.41	16.83	1.69	18.52	20.20	15.00
<i>Total direct expenses (\$)</i>	348.04	742.50	543.44	710.08	44.09	754.17	798.25	616.00
<i>Return over direct expenses(\$)</i>	35.00	574.02	221.83	35.00	11.87	46.87	58.74	-39.00
Overhead Expenses								
Hired labor (\$)	10.65	24.37	18.61	24.37	0.91	25.28	26.19	20.00
Machinery & bldg. leases	2.49	7.84	5.11	6.39	0.15	6.54	6.69	6.00
Farm insurance	5.00	10.59	7.34	10.59	0.41	11.00	11.40	10.00
Utilities	2.74	4.94	3.99	4.67	0.21	4.88	5.09	5.00
Dues & professional fees	1.09	4.75	2.81	4.75	0.28	5.03	5.32	3.00
Interest	6.14	9.87	7.83	8.39	0.16	8.55	8.71	8.00
Mach & bldg depreciation	26.50	74.44	45.69	74.44	5.75	80.19	85.95	65.00

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - B

ITEM DESCRIPTION: MN Department of Health – Wellhead Grant

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Please review the attached MN Department of Health Wellhead Grant Agreement that the City has received in the amount of \$5,638.00. The grant is for sealing of wells, the wellhead newsletter, and water festival.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the MN Department of Health - Wellhead Grant and authorize the Mayor and City Administrator to sign the Agreement.

If you circulate this grant agreement internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant agreement should have access to this document.

Minnesota Department of Health Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Paynesville ("Grantee"). Grantee's address is 221 Washburne Ave., Paynesville, Minnesota 56362.

Recitals

1. Under Minnesota Statutes sections 144.0742 and 114D.50 (the Clean Water Fund), the State is empowered to enter into this grant agreement.
2. The State is in need of assisting public water suppliers to protect the source of drinking water.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 *Effective date* November 30, 2016, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 *Expiration date* April 30, 2018, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 *Survival of Terms* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties* The Grantee, who is not a state employee, shall:

- Identify unused/unsealed wells within the Drinking Water Supply Management Area (DWSMA).
- Educate students living within the DWSMA and support annual children's water festival.

- Provide groundwater newsletter to educate residents on the proper management of potential contaminant sources.
- Grantee agrees that work shall take place only in the Minnesota Department of Health (MDH) approved DWSMA. Grantee will be reimbursed only for work that takes place in the DWSMA.
- Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans. No grant funds can be used prior to approval of the plans. Failure to submit plans for approval within the first 2 months from the start date of the grant may result in termination of the grant award.
- The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports to the public, publications, displays, videos). Failure to display the logo may render the Grantee ineligible for reimbursement.
- If the project involves well sealing, contact MDH Well Management 48 hours prior to beginning any well sealing work. Contact either Curtis Wunderlich at 320-223-7329 or Keith Donabauer at 320-223-7316 during normal business hours Monday to Friday between 8 am and 4:30 pm to ensure that MDH has the opportunity to inspect during the well sealing process.
- On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.
- The Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement within 10 days of receiving payment from the State.
- The Grantee shall submit an itemized invoice for the total cost of the project.
- Exhibits A and B are attached and incorporated into this grant agreement. Upon completion of the project the Grantee shall submit a Grant Invoice (Exhibit A) and a Grant Narrative Report (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- The Potential Contaminant Source Inventory (PCSI) must be submitted to the State upon the completion of the project and must include: GIS, labels, figures, spatial data and a narrative describing the methodology.

- In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee may forfeit the final payment. Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.

3. Time The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the following breakdown of costs:

Activity	Grant Amount
Identify unused/unsealed wells within the DWSMA.	\$2,675.00
Educate students living within the DWSMA and support annual children's water festival.	\$1,775.00
Provide groundwater newsletter to educate residents on the proper management of potential contaminant sources.	\$1,188.00
Total	\$5,638.00

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:

- permitting fees payable to MDH (i.e. well construction fee; well sealing fee)
- pressure tank and associated plumbing
- water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first)
- indirect or administrative costs related to the grant.

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Five Thousand Six Hundred Thirty-eight Dollars and Zero Cents (\$5,638.00).

(c) Travel Expenses The Grantee will be reimbursed \$0.00 for travel and subsistence expenses in the same manner and in no greater amount than provided in the current

"Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Upon completion of the services. The State does not pay merely for the passage of time.

All the grant documentation (Grant Narrative Report, Grant Invoice, Itemized Invoice(s), electronic copies) must be submitted in one packet by either email or mail. The Grantee shall use the following address:

kris.wenner@state.mn.us

Or

Attn: Kris Wenner
Source Water Protection
Minnesota Department of Health
PO Box 64975, St. Paul, MN 55164-0975

If the final invoice is not received by the State before the end date of this Grant Agreement, the Grantee may forfeit the final payment.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Kris Wenner, SWP Grants Coordinator, 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-4696, Kris.Wenner@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is Renee Eckerly, City Administrator, 221 Washburne Ave., Paynesville, Minnesota 56362, 320-243-3714 ext. 230, ron@paynesvillemn.com, or his or her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 Waiver If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Merger This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

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8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by the Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding The State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Lobbying Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

IN WITNESS WHEREOF, the parties have caused this grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. Grantee

The Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. State Agency

Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____ (with delegated authority)

Title: _____

Date: _____

Distribution:

Agency – Original (fully executed) Grant Agreement
Grantee
State Authorized Representative

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Source Water Protection Plan Implementation Grant Invoice

GRANTEE INFORMATION	PWSID:
System Name:	
Address:	
Contact Person Name:	
Phone:	Fax:
E-mail:	

INVOICE INFORMATION

Is this the final invoice? Yes No

WORK ITEMS AND EXPENDITURE DESCRIPTION – use an additional page if necessary

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Expenditures	\$
Net Invoice Amount to be Paid	\$

DISCLAIMER AND SIGNATURE I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY

Grant Manager Signature _____ Date _____

PO:	Approved by:
Period of Service:	Date sent to F.S:

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Minnesota
Department of Health

Environmental Health Division
Drinking Water Protection Section
P.O. Box 64975
St. Paul, Minnesota 55164-0975
Phone: 651-201-4700

GRANT NARRATIVE REPORT TEMPLATE

System Name:		PWSID:
Address:		
Contact Person Name:		
Phone:		Email:
Describe the issue <i>Why did you apply for funding? Was there a problem? Where/When did it take place?</i>		
Describe in detail the work that was performed		
Describe the results of this project; How did this work benefit your system? How was drinking water and public health protected?		
Would this work have happened in the absence of the grant program? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Assistance received -- <i>How did Minnesota Department of Health (MDH) or Minnesota Rural Water Association (MRWA) help? (i.e. MDH/MRWA consulted, recommended, analyzed, educated, advised, provided, etc.)</i>		
How can the grant program be improved?		

Pictures available? Yes No
 Publication, software, videos available? Yes No

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DISCLAIMER I declare that the data on this document is correct

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY

How much money was spent completing this work (total to include cost share)

Estimate the number of people served by the PWS

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - C

ITEM DESCRIPTION: Purchase of Three Panasonic Toughbook Laptops

Prepared by: Staff

COMMENTS:

Ron Mergen will give a verbal report. Please review the attached quotes to purchase 3 Panasonic Toughbook Laptops for the Public Works Department to replace the 2 they have that were purchased in 2010 and are worn out:

FactoryOutletStore.Com	\$4,049.86	3 laptops
Windahl Technology, LLC	\$5,220.00	2 laptops

The City will be charged sales tax because they will be charged to the water/sewer enterprise funds.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the quote from FactoryOutletStore.Com in the amount of \$4,049.86 for 3 Panasonic Toughbook Laptops; plus tax.

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SALES PROPOSAL

Name Jim Draper
 Address PO Box 3
 Sartell MN 56377
 Phone 320-293-3025
 E-Mail jim@windahltechnology.com

TO: City of Paynesville Public Works Dept
 Ron Mergen
 ron@paynesvillemn.com

TERMS See T&C Page
 DELIVERY ASAP
 NUMBER

Thank you for your inquiry dated: September 8, 2016
 We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1				\$ -
2	2	Panasonic CF-53 Toughbook	2550	\$ 5,100.00
3		Windows 7 Pro (Win 10 COA)		\$ -
4		Intel i5 2GHz Processor		\$ -
5		14" HD Touchscreen		\$ -
6		500GB Shock Resistant Drive		\$ -
7		4GB DDR3 Memory		\$ -
8		Emissive Backlit Keyboard		\$ -
9		DVD Multidrive		\$ -
10		4G LTE Integrated Modem		\$ -
11		Verizon And AT&T Data		\$ -
12		Standard 3 Year Panasonic Wrty.		\$ -
13				\$ -
14	2	4GB DDR3 Memory	60	\$ 120.00
15		Brings Onboard Total To 8GB		\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
22				\$ -
23				\$ -
24				\$ -
25				\$ -
26				\$ -
27				\$ -
28				\$ -
29				\$ -
30				\$ -
31				\$ -
32				\$ -
33				\$ -
34				\$ -
35				\$ -
36				\$ -
37				\$ -
38				\$ -
39				\$ -
40				\$ -
41				\$ -
42				\$ -
43				\$ -
44				\$ -
45				\$ -
46				\$ -
47				\$ -
48				\$ -
49				\$ -
50				\$ -
Sub Total				\$ 5,220.00
Sales Tax				\$ 384.98
Quote Total				\$ 5,604.98

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – A

ITEM DESCRIPTION: Water Treatment Plant – Final Payment Request

Prepared by: Staff

COMMENTS:

Chuck DeWolf will give a verbal report. Please review the attached Payment Estimate No. 17 Final Payment in the amount of \$20,000.00; payable to Magney Construction, Inc. for work completed through November 8, 2016.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Payment Estimate No. 17 Final Payment in the amount of \$20,000; payable to Magney Construction, Inc.

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**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

November 21, 2016

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

RE: 2013 Water Treatment Improvements
City of Paynesville, Minnesota
BMI Project No: R21.107847

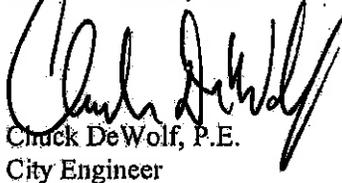
Dear Renee:

Enclosed please find three signed copies of Payment Estimate No. 17 for the above referenced project. This estimate includes all work completed through November 8, 2016 and is the final estimate for this project. We have reviewed the estimate and have approved it as submitted. Please review the estimate and, if acceptable, sign and date all copies of the estimate and forward one copy to Magney Construction, Inc. with payment, one copy to myself and keep one copy for your records.

Thank you for taking the time to review this estimate. Please feel free to call me if you have any questions or would like to discuss the estimate.

Sincerely,

Bolton & Menk, Inc.


Chuck DeWolf, P.E.
City Engineer

CWD/kg
Enclosures

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Application for Payment No. 17

To: The City of Paynesville, MN
From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
Contract: _____
Project: 2013 Water Treatment Improvements

Owners Contract No. _____ Engineer's Project No. _____
 Date of this Invoice: September 2, 2016 *Subm. Had 11/8/16 NJ*
 Invoice Work Period: final

1) Original Contract Price:	<u>\$3,128,700.00</u>
2) Net Change by Change Order/Written Amendments (-/+)	<u>\$0.00</u>
3) Current Contract Price (1+2):	<u>\$3,128,700.00</u>
4) Total Completed and stored to date:	<u>\$3,128,700.00</u>
5) Retainage (per Agreement):	
<u>0.00%</u> of completed work	<u>\$0.00</u>
<u>0.00%</u> of stored material:	<u>\$0.00</u>
Total retainage:	<u>\$0.00</u>
6) Total Completed and stored to date less retainage (4-5)	<u>\$3,128,700.00</u>
7) Less Previous Application for Payments:	<u>\$3,108,700.00</u>
8) DUE THIS APPLICATION	<u>\$20,000.00</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Dated: September 2, 2016

Magney Construction, Inc. (Contractor)

By: *Bill Ray*

State of Minnesota County of Hennepin
 Subscribed and sworn to before me this 2nd day of September, 2016.

Notary Public *Susan Kay Mason*
 My Commission Expires: 31-Jan-19



(Submitted 11/8/16 as project completed)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Paynesville

Engineer: *[Signature]* Bolton & Menk

By: _____

By: *[Signature]*

Date: _____

Date: 11/10/16

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Magney Construction, Inc.
Schedule of Values:

Paynesville WTF - 2013

Application No. 17

Date of Application: 9/2/2016
Work Complete Through: final

Spec.	Description	Scheduled Value	Previous Application	This Application	Stored Material	Completed & Stored To Date	Pct. Compl.	Balance to Finish
00500	Bonding & Insurance	\$46,900	\$46,900.00	\$0.00	\$0.00	\$46,900.00	100%	\$0.00
01000	Mobilization & General Conditions	\$126,400	\$126,400.00	\$0.00	\$0.00	\$126,400.00	100%	\$0.00
01020A	Allowance - General Construction	\$50,000	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00
01020B	Allowance - Computers	\$30,000	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00
01020C	Allowance - Laboratory Equipment	\$15,000	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00
01020D	Allowance - Utility Service Connections	\$25,000	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00
01020E	Allowance - Dewatering	\$75,000	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00
02060B	Demolition -WTP Equipment and Piping	\$27,500	\$27,500.00	\$0.00	\$0.00	\$27,500.00	100%	\$0.00
02220	Excavation and Backfill	\$39,800	\$39,800.00	\$0.00	\$0.00	\$39,800.00	100%	\$0.00
02550	Site Utilities	\$21,200	\$21,200.00	\$0.00	\$0.00	\$21,200.00	100%	\$0.00
02835	Modular Block Retaining Wall	\$9,200	\$9,200.00	\$0.00	\$0.00	\$9,200.00	100%	\$0.00
02920	Seeding	\$1,600	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00
03200	Concrete Reinforcing Labor	\$115,900	\$115,900.00	\$0.00	\$0.00	\$115,900.00	100%	\$0.00
03200	Concrete Reinforcing Material	\$189,500	\$189,500.00	\$0.00	\$0.00	\$189,500.00	100%	\$0.00
03300	Concrete Work	\$593,515	\$593,515.00	\$0.00	\$0.00	\$593,515.00	100%	\$0.00
03400	Precast Concrete	\$2,800	\$2,800.00	\$0.00	\$0.00	\$2,800.00	100%	\$0.00
04810	Masonry Work	\$9,400	\$9,400.00	\$0.00	\$0.00	\$9,400.00	100%	\$0.00
05500	Miscellaneous Metals	\$6,500	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00
05521	Roof Hatches	\$3,200	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100%	\$0.00
07110	Membrane Waterproofing	\$3,900	\$3,900.00	\$0.00	\$0.00	\$3,900.00	100%	\$0.00
07500	Roof System (includes Sheet Metal)	\$38,700	\$38,700.00	\$0.00	\$0.00	\$38,700.00	100%	\$0.00
07900	Caulking & Sealants	\$500	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00
09900	Painting	\$45,900	\$45,900.00	\$0.00	\$0.00	\$45,900.00	100%	\$0.00
10250	Safety Devices	\$700	\$700.00	\$0.00	\$0.00	\$700.00	100%	\$0.00
10400	ID Devices	\$900	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00
11211	Split Case Pumps	\$81,500	\$81,500.00	\$0.00	\$0.00	\$81,500.00	100%	\$0.00
11220	Airwash Blowers	\$14,200	\$14,200.00	\$0.00	\$0.00	\$14,200.00	100%	\$0.00
11240	Chemical Feed Equipment (Allowance)	\$124,000	\$124,000.00	\$0.00	\$0.00	\$124,000.00	100%	\$0.00
11241	Chemical Feed Installation Labor and pipe	\$5,400	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00
11311	Submersible Centrifugal Pumps	\$12,300	\$12,300.00	\$0.00	\$0.00	\$12,300.00	100%	\$0.00
11600	Laboratory Equipment	w/allowance						
13225	Steel Gravity Filter Equipment - Material	\$322,715	\$322,715.00	\$0.00	\$0.00	\$322,715.00	100%	\$0.00
13225	Installation of Filter Equipment	\$15,600	\$15,600.00	\$0.00	\$0.00	\$15,600.00	100%	\$0.00
14620	Portable Hoist	\$3,900	\$3,900.00	\$0.00	\$0.00	\$3,900.00	100%	\$0.00
15060	Process Piping	\$196,700	\$196,700.00	\$0.00	\$0.00	\$196,700.00	100%	\$0.00
15100	Process Valves	\$112,300	\$112,300.00	\$0.00	\$0.00	\$112,300.00	100%	\$0.00

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Magney Construction, Inc.
Schedule of Values:

Paynesville WTF - 2013

Application No. 17

Date of Application:

9/2/2016

Work Complete Through:

final

Spec.	Description	Scheduled Value	Previous Application	This Application	Stored Material	Completed & Stored To Date	Pct. Compl.	Balance to Finish
15130	Gauges	\$3,800	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00
15250	Mechanical Insulation-Plumbing & HVAC	\$6,900	\$6,900.00	\$0.00	\$0.00	\$6,900.00	100%	\$0.00
15400	Plumbing	\$28,500	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100%	\$0.00
15480	Air Compressor	\$12,200	\$12,200.00	\$0.00	\$0.00	\$12,200.00	100%	\$0.00
15500	HVAC	\$84,200	\$84,200.00	\$0.00	\$0.00	\$84,200.00	100%	\$0.00
16010	Electrical General Provisions	\$50,000	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00
16100	Electrical Basic Materials and Methods	\$65,470	\$65,470.00	\$0.00	\$0.00	\$65,470.00	100%	\$0.00
16200	Electrical - Power Generation	\$67,500	\$67,500.00	\$0.00	\$0.00	\$67,500.00	100%	\$0.00
16400	Electrical - Electrical Distribution	\$70,000	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00
16500	Electrical - Lighting	\$15,000	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00
16700	Electrical - Special Systems	\$2,500	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00
16950	Instrumentation and Controls	\$355,000	\$355,000.00	\$0.00	\$0.00	\$355,000.00	100%	\$0.00
Totals		\$3,128,700	\$3,128,700.00	\$0.00	\$0.00	\$3,128,700.00	100%	\$0.00

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – B

ITEM DESCRIPTION: 2016 Street Improvement Project

Prepared by: Staff

COMMENTS:

Chuck DeWolf will give a verbal report. Please review the attached Payment Estimate No. 5 in the amount of \$30,133.73; payable to Voss Plumbing & Heating, Inc. for work completed through October 28, 2016.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Payment Estimate No. 5 in the amount of \$30,133.73; payable to Voss Plumbing & Heating, Inc.

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**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

November 11, 2016

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

RE: 2016 Improvement Project
City of Paynesville, Minnesota
BMI Project No. W14.107598

Dear Ron:

Enclosed please find three signed copies of Payment Estimate No. 5 for the above referenced project. The estimate reflects all work completed through October 28, 2016. We have reviewed the estimate and have approved it as submitted. Please review the estimate and, if acceptable, sign and date all copies of the estimate and forward one copy to Voss Plumbing & Heating of Paynesville, Inc. with payment, one copy to myself and keep one copy for your records.

Thank you for taking the time to review this estimate. Please feel free to call me if you have any questions or would like to discuss the estimate.

Sincerely,

BOLTON & MENK, INC.

Chuck DeWolf, P.E.
City Engineer

CWD/kg

Enclosures

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CONTRACTOR'S PAY REQUEST

2016 IMPROVEMENT PROJECT
 CITY OF PAYNESVILLE, MN
 BMI PROJECT NO. W14.107598

DISTRIBUTION:

CONTRACTOR (1)
 OWNER (1)
 ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,223,822.37
TOTAL, COMPLETED WORK TO DATE	\$1,115,380.16
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,115,380.16
RETAINED PERCENTAGE (5%)	\$55,769.01
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,059,611.15
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,029,477.42
PAY CONTRACTOR AS ESTIMATE NO. 5	\$30,133.73

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Voss Plumbing & Heating of Paynesville, Inc.
 316 Business 23 E, PO Box 77
 Paynesville, MN 56362

By Robert M. Braun Secretary
 Name Title

Date 11/10/16

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 2040 E HWY 12, WILLMAR, MN 56201.

By Chad Schultz, CITY ENGINEER

Date 11-11-16

APPROVED FOR PAYMENT:

OWNER: CITY OF PAYNESVILLE

By _____
 Name Title Date

And _____
 Name Title Date

Partial Pay Estimate No.:

2016 IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MN
BMI PROJECT NO. W14.107598

WORK COMPLETED THROUGH OCTOBER 28, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		COMPLETED TO DATE			
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT		
1	MOBILIZATION	\$28,000.00	1	LUMP SUM	\$28,000.00	0.95	LUMP SUM	\$26,600.00
2	CLEARING & GRUBBING	\$150.00	8	EACH	\$1,200.00	54	EACH	\$8,100.00
3	REMOVE SEWER PIPE (STORM)	\$7.00	395	LIN FT	\$2,765.00	430	LIN FT	\$3,010.00
4	REMOVE 18" PVC SANITARY SEWER PIPE	\$50.00	190	LIN FT	\$9,500.00		LIN FT	
5	REMOVE WATERMAIN	\$0.01	2147	LIN FT	\$21.47	1,122	LIN FT	\$11.22
6	REMOVE CONCRETE CURB & GUTTER	\$2.00	2998	LIN FT	\$5,996.00	2,986	LIN FT	\$5,972.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$5.00	137	SQ YD	\$685.00	99	SQ YD	\$495.00
8	REMOVE CONCRETE WALK	\$0.50	718	SQ FT	\$359.00	826	SQ FT	\$313.00
9	REMOVE BITUMINOUS PAVEMENT	\$1.65	8895	SQ YD	\$14,676.75	9,239	SQ YD	\$15,244.35
10	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$3.00	2040	SQ YD	\$6,120.00	1,917	SQ YD	\$5,751.00
11	REMOVE HYDRANT	\$100.00	5	EACH	\$500.00	5	EACH	\$500.00
12	REMOVE STORM STRUCTURE	\$250.00	8	EACH	\$2,000.00	8	EACH	\$2,000.00
13	REMOVE MANHOLE (SANITARY)	\$350.00	3	EACH	\$1,050.00	3	EACH	\$1,050.00
14	REMOVE & RELOCATED SKIMMER STRUCTURE	\$2,000.00	1	EACH	\$2,000.00	1	EACH	\$2,000.00
15	SALVAGE RANDOM RIP RAP	\$20.00	20	CU YD	\$400.00	20	CU YD	\$400.00
16	COMMON EXCAVATION (P)	\$5.00	7439	CU YD	\$37,195.00	7,439	CU YD	\$37,195.00
17	INSTALL SALVAGED RIP RAP	\$20.00	20	CU YD	\$400.00	20	CU YD	\$400.00
18	POND EXCAVATION (P)	\$6.00	12004	CU YD	\$72,024.00	12,004	CU YD	\$72,024.00
19	GEOTEXTILE FABRIC TYPE IV	\$5.00	90	SQ YD	\$450.00	90	SQ YD	\$450.00
20	GRAVEL DRIVEWAY RESTORATION	\$15.00	117	CY YD	\$1,755.00	220	CY YD	\$3,300.00
21	AGGREGATE BASE, CLASS 5 (CV)	\$18.00	4047	CU YD	\$72,846.00	4,047	CU YD	\$72,846.00
22	BITUMINOUS PATCH - DRIVEWAY RESTORATION	\$18.05	278	SQ YD	\$4,429.80	1,175	SQ YD	\$18,865.65
23	MILL BITUMINOUS SURFACE (1.5")	\$1.35	6497	SQ YD	\$8,770.95	6,024	SQ YD	\$8,132.40
24	EDGE MILL BITUMINOUS SURFACE (8' WIDTH)	\$1.35	10101	SQ YD	\$13,636.35	9,087	SQ YD	\$12,267.45
25	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	\$52.00	1316	TON	\$68,432.00	1,534.98	TON	\$79,818.96
26	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	\$54.00	3898	TON	\$210,492.00	2,480.57	TON	\$133,950.78
27	12" STORM SEWER	\$15.00	37	LIN FT	\$555.00	101	LIN FT	\$1,515.00
28	24" STORM SEWER	\$27.00	675	LIN FT	\$18,225.00	675	LIN FT	\$18,225.00
29	12" RC PIPE SEWER CLASS V	\$22.00	553	LIN FT	\$12,166.00	784	LIN FT	\$16,808.00
30	15" RC PIPE SEWER CLASS V	\$22.00	1208	LIN FT	\$26,576.00	1,125	LIN FT	\$24,750.00
31	18" RC PIPE SEWER CLASS III	\$23.50	247	LIN FT	\$5,804.50	247	LIN FT	\$5,804.50
32	21" RC PIPE SEWER CLASS III	\$26.00	520	LIN FT	\$13,520.00	520	LIN FT	\$13,520.00
33	24" RC PIPE SEWER CLASS III	\$28.00	46	LIN FT	\$1,288.00	46	LIN FT	\$1,288.00
34	15" STORM PLUG	\$100.00	1	EACH	\$100.00	1	EACH	\$100.00
35	12" PIPE APRON	\$250.00	2	EACH	\$500.00	2	EACH	\$500.00
36	24" PIPE APRON	\$850.00	1	EACH	\$850.00	1	EACH	\$850.00
37	6" CONCRETE HEADWALL WITH RODENT SCREEN	\$175.00	1	EACH	\$175.00	1	EACH	\$175.00
38	6" PERF PVC PIPE DRAIN	\$8.00	590	LIN FT	\$4,720.00	590	LIN FT	\$4,720.00
39	6" PVC PIPE DRAIN CLEANOUT	\$150.00	6	EACH	\$900.00	6	EACH	\$900.00
40	8" PVC PIPE SEWER	\$15.00	1024	LIN FT	\$15,360.00	1,097	LIN FT	\$16,455.00
41	18" PVC PIPE SEWER (IN EXISTING CASING)	\$75.00	188	LIN FT	\$14,100.00		LIN FT	
42	CONNECT TO EXISTING STORM SEWER	\$750.00	1	EACH	\$750.00	1	EACH	\$750.00
43	8"x8" PVC WYE, SDR 26	\$175.00	14	EACH	\$2,450.00	12	EACH	\$2,100.00
44	18"x6" PVC SDR 26 SADDLE WYE	\$750.00	4	EACH	\$3,000.00	5	EACH	\$3,750.00
45	6" PVC PIPE SEWER, SDR 26 SANITARY SERVICE PIPE	\$18.00	662	LIN FT	\$11,916.00	626	LIN FT	\$11,268.00
46	SANITARY SEWER BYPASS PUMPING AND CORRECTIVE MEASURES	\$14,000.00	1	LUMP SUM	\$14,000.00	0.50	LUMP SUM	\$7,000.00
47	HYDRANT 9.5' BURY	\$3,500.00	6	EACH	\$21,000.00	6	EACH	\$21,000.00
48	1" CORPORATION STOP & SADDLE	\$275.00	16	EACH	\$4,400.00	16	EACH	\$4,400.00
49	1" CURB STOP & BOX	\$275.00	16	EACH	\$4,400.00	16	EACH	\$4,400.00
50	6" GATE VALVE AND BOX	\$1,275.00	4	EACH	\$5,100.00	6	EACH	\$7,650.00
51	8" GATE VALVE AND BOX	\$1,750.00	2	EACH	\$3,500.00	2	EACH	\$3,500.00
52	10" GATE VALVE AND BOX	\$2,350.00	1	EACH	\$2,350.00	2	EACH	\$4,700.00
53	12" GATE VALVE AND BOX	\$2,825.00	3	EACH	\$8,475.00	3	EACH	\$8,475.00
54	ADJUST VALVE BOX	\$175.00	13	EACH	\$2,275.00	12	EACH	\$2,100.00
55	CONNECT TO EXISTING WATERMAIN	\$500.00	2	EACH	\$1,000.00	2	EACH	\$1,000.00
56	1" WATER SERVICE PIPE	\$15.00	520	LIN FT	\$7,800.00	623	LIN FT	\$9,345.00
57	6" PVC WATERMAIN C-900 DR 18	\$15.50	238	LIN FT	\$3,689.00	245	LIN FT	\$3,797.50
58	8" PVC WATERMAIN C-900 DR 18	\$17.50	137	LIN FT	\$2,397.50	77	LIN FT	\$1,347.50
59	12" PVC WATERMAIN C-900 DR 18	\$23.50	2167	LIN FT	\$50,924.50	2,039	LIN FT	\$47,916.50
60	12" WATERMAIN (TRENCHLESS)	\$125.00	325	LIN FT	\$40,625.00	380	LIN FT	\$47,500.00
61	WATERMAIN FITTINGS (COMPACT)	\$7.50	1783	POUND	\$13,372.50	2,606	POUND	\$19,545.00
62	CONSTRUCT DES H STRUCTURE	\$175.00	12.2	LIN FT	\$2,135.00	12.2	LIN FT	\$2,135.00
63	CONSTRUCT DRAINAGE STRUCTURE, R-1 (2'X3')	\$225.00	62.7	LIN FT	\$14,107.50	62.7	LIN FT	\$14,107.50
64	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	\$285.00	74.4	LIN FT	\$21,204.00	74.4	LIN FT	\$21,204.00
65	CONSTRUCT DRAINAGE STRUCTURE, DES 54-4020	\$375.00	5.1	LIN FT	\$1,912.50	5.1	LIN FT	\$1,912.50
66	CASTING ASSEMBLY (SANITARY)	\$475.00	4	EACH	\$1,900.00	4	EACH	\$1,900.00
67	CASTING ASSEMBLY NEENAH R-1733	\$475.00	12	EACH	\$5,700.00	12	EACH	\$5,700.00
68	CASTING ASSEMBLY NEENAH R-3067-V	\$500.00	16	EACH	\$8,000.00	16	EACH	\$8,000.00
69	CASTING ASSEMBLY NEENAH R-4342 STOOL GRATE	\$450.00	5	EACH	\$2,250.00	6	EACH	\$2,700.00
70	CASTING ASSEMBLY NEENAH R-2505	\$500.00	1	EACH	\$500.00	1	EACH	\$500.00
71	ADJUST FRAME AND RING CASTING (SANITARY)	\$200.00	10	EACH	\$2,000.00	12	EACH	\$2,400.00
72	ADJUST FRAME AND RING CASTING (STORM)	\$200.00	12	EACH	\$2,400.00	8	EACH	\$1,600.00
73	ADJUST FRAME AND RING CASTING (SPECIAL)	\$200.00	1	EACH	\$200.00	1	EACH	\$200.00
74	CONSTRUCT SANITARY MANHOLE, DES 4007	\$225.00	41.3	LIN FT	\$9,292.50	41.3	LIN FT	\$9,292.50
75	8" OUTSIDE DROP	\$600.00	6	LIN FT	\$3,600.00	6	LIN FT	\$3,600.00
76	RANDOM RIPRAP CLASS IV	\$50.00	10	CU YD	\$500.00	31.50	CU YD	\$1,575.00
77	4" CONCRETE SIDEWALK	\$5.50	790	SQ FT	\$4,345.00	418	SQ FT	\$2,299.00
78	BITUMINOUS TRAIL	\$22.50	630	LIN FT	\$14,175.00	616	LIN FT	\$13,860.00
79	CONCRETE CURB & GUTTER DESIGN B618	\$11.50	5201	LIN FT	\$59,811.50	4,935	LIN FT	\$56,752.50
80	6" CONCRETE DRIVEWAY PAVEMENT	\$44.00	238	SQ YD	\$10,472.00	283	SQ YD	\$12,438.80
81	8" CONCRETE DRIVEWAY PAVEMENT	\$56.50	524	SQ YD	\$29,606.00	238	SQ YD	\$13,424.40

Partial Pay Estimate No.:

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**2016 IMPROVEMENT PROJECT
CITY OF PAYNESVILLE, MN
BMI PROJECT NO. W14.107698**

WORK COMPLETED THROUGH OCTOBER 28, 2018

ITEM NO.	ITEM	UNIT PRICE	AS BID		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
82	TRUNCATED DOMES	\$42.00	60 SQ FT	\$2,520.00	60 SQ FT	\$2,520.00	
83	TRAFFIC CONTROL	\$4,500.00	1 LUMP SUM	\$4,500.00	0.95 LUMP SUM	\$4,275.00	
84	SILT FENCE, MACHINE SLICED	\$1.50	742 LIN FT	\$1,113.00	925 LIN FT	\$1,387.50	
85	STORM DRAIN INLET PROTECTION	\$100.00	27 EACH	\$2,700.00	10 EACH	\$1,000.00	
86	STABILIZED CONSTRUCTION EXIT	\$500.00	3 EACH	\$1,500.00	1 EACH	\$500.00	
87	AMENDED SOIL-POND INFILTRATION MEDIA	\$20.00	3153 CU YD	\$63,060.00	3,153 CU YD	\$63,060.00	
88	COMMON TOPSOIL BORROW (LV)	\$8.50	3391 CU YD	\$28,823.50	1,000 CU YD	\$8,500.00	
89	EROSION CONTROL BLANKET, CATEGORY 3	\$1.25	4190 SQ YD	\$5,237.50	1,251 SQ YD	\$1,563.75	
90	SEED 22-141, BONDED FIBER MATRIX, FERTILIZER	\$4,200.00	1.1 ACRE	\$4,620.00	1 ACRE	\$4,620.00	
91	SEED 25-151, BONDED FIBER MATRIX, FERTILIZER	\$4,200.00	1.9 ACRE	\$7,980.00	2 ACRE	\$7,980.00	
92	SEED 35-241 / 22-111, TYPE 1 MULCH, FERTILIZER	\$6,000.00	1.8 ACRE	\$10,800.00	1.8 ACRE	\$10,800.00	
93	EROSION & SEDIMENT CONTROL	\$1,000.00	1 LUMP SUM	\$1,000.00	0.95 LUMP SUM	\$950.00	
94	4" SOLID LINE WHITE - EPOXY	\$1.80	1100 LIN FT	\$1,980.00	LIN FT		
95	24" SOLID LINE WHITE-EPOXY	\$7.50	24 LIN FT	\$180.00	LIN FT		
96	PAVEMENT MESSAGE (RR CROSSING) EPOXY	\$750.00	1 EACH	\$750.00	EACH		
97	PAVEMENT MESSAGE (HANDICAP SYMBOL) EPOXY	\$125.00	3 EACH	\$375.00	EACH		
98	CROSSWALK MARKING - EPOXY	\$4.85	1857 SQ FT	\$8,635.05	1,028 SQ FT	\$4,770.80	
TOTAL AMOUNT:					\$1,223,822.37		\$1,115,380.16

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – C

ITEM DESCRIPTION: Airport Crack Seal Project

Prepared by: Staff

COMMENTS:

Chuck DeWolf will give a verbal report. Please review the attached Payment Estimate No. 1 in the amount of \$51,199.30; payable to All Things Asphalt for work completed through November 10, 2016.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Payment Estimate No. 1 in the amount of \$51,199.30; payable to All Things Asphalt.

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**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

November 16, 2016

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

RE: 2016 Airport Pavement Crack Repair Improvements
City of Paynesville, Minnesota
Project No.: T51.111098

Dear Ron:

Enclosed please find three signed copies of Payment Estimate No. 1 for the above referenced project. This estimate reflects all work completed through November 10, 2016. We have reviewed the estimate and have approved it as submitted. Please review the estimate and, if acceptable, sign and date all copies of the estimate and forward one copy to All Things Asphalt, LLC with payment, one copy to myself and keep one copy for your records.

Thank you for taking the time to review this estimate. Please feel free to call me if you have any questions or would like to discuss the estimate.

Sincerely,

BOLTON & MENK, INC.

Chuck DeWolf, P.E.
City Engineer

CWD/kg

Enclosures

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CONTRACTOR'S PAY REQUEST

**PAYNESVILLE MUNICIPAL AIRPORT
RUNWAY 11/29, TAXIWAY, & APRON CRACK REPAIR
AIP 3-27-0152-09-16 S.P. NO. A7302-21
BMI PROJECT NO.: T51.111098**

DISTRIBUTION:

CONTRACTOR (1)
OWNER (1)
ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$80,000.00
TOTAL, COMPLETED WORK TO DATE	\$53,894.00
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$53,894.00
RETAINED PERCENTAGE (5%)	\$2,694.70
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$51,199.30
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$51,199.30

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: All Things Asphalt
1314 Timberlane Drive
Sauk Centre, MN 56378

By Hayle Luerts Manager
Name Title

Date 11/16/16

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 2040 E HWY 12, WILLMAR, MN 56201.

By Chad Doherty, CITY ENGINEER

Date 11-16-16

APPROVED FOR PAYMENT:

OWNER: CITY OF PAYNESVILLE

By _____
Name Title Date

And _____
Name Title Date

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Partial Pay Estimate No.:

1

PAYNESVILLE MUNICIPAL AIRPORT
 RUNWAY 11/29, TAXIWAY, & APRON CRACK REPAIR
 AIP 3-27-0152-09-16
 S.P. NO. A7302-21
 BMI PROJECT NO.: T51.111098

WORK COMPLETED THROUGH NOVEMBER 10, 2016

ITEM NO.	REF. NO.	ITEM	UNIT PRICE	AS BID		COMPLETED TO DATE	
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	GP 105	MOBILIZATION					
2	1405.1	CONTRACTOR QUALITY CONTROL PROGRAM	\$500.00	1	LS \$500.00	1.00	LS \$500.00
3	1555.1	AIRFIELD SAFETY AND TRAFFIC CONTROL	\$1,200.00	1	LS \$1,200.00	1.00	LS \$1,200.00
4	P-101-5.2	MASTIC CRACK SEAL	\$5,300.00	1	LS \$5,300.00	1.00	LS \$5,300.00
5	P-101-5.3	CRACK RQUT AND SEAL	\$2.46	16000	LF \$39,360.00	2,150	LF \$5,289.00
6	P-620-5.4	PAVEMENTS MARKING, WHITE	\$1.06	24000	LF \$25,440.00	39,250	LF \$41,605.00
7	P-620-5.4	PAVEMENTS MARKING, YELLOW	\$4.10	1000	SF \$4,100.00		SF
			\$4.10	1000	SF \$4,100.00		SF
TOTAL AMOUNT:						\$50,000.00	\$53,694.00

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – D

ITEM DESCRIPTION: Service Recognition Luncheon

Prepared by: Staff

COMMENTS:

At the October 10, 2016 City Council meeting the Council approved the luncheon with \$9.00 per plate. Two quotes have been obtained for the luncheon (same menu as last year – beef lasagna, garlic toast, salads (2), cookie/bar platter, milk, plates, silverware, & napkins):

Wishin' Well Café	\$9.50 per plate plus tax if applicable
Queen Bee's Bar & Grill	\$15.95 per plate plus tax if applicable

Last year's per plate cost was \$8.50.

Excerpt of minutes from the October 10, 2016 Council meeting:

SERVICE RECOGNITION LUNCHEON

In the past the City Council has approved hosting a joint Commission/Committee/Board & Employee Service Recognition Luncheon and to close the City Hall & Liquor Store from 11:30 a.m. to 1:00 p.m. Prices in the past have been around \$8.50 per plate.

Motion was made by Soine to host a Commission/Committee/Board and Employee Service Recognition Luncheon on Wednesday, December 7, 2016, to close the City Hall and Liquor Store from 11:30 a.m. to 1:00 p.m., and to approve up to \$9.00 per plate (plus tax if applicable). Seconded by Herzberg and unanimously carried.

ADMINISTRATOR COMMENTS:

Reminder – please RSVP to the luncheon.

COMMITTEE/COUNCIL ACTION:

Motion to approve the quote from Wishin' Well Café in the amount of \$9.50 per plate plus tax if applicable for the annual Service Recognition Luncheon.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – E

ITEM DESCRIPTION: Golf Cart Ordinance Amendment & Resolution

Prepared by: Staff

COMMENTS:

Renee Eckerly and Bill Spooner will give a verbal report. Please review Ordinance No. 165, 2nd Series amending the golf card ordinance to accept a Department of Transportation health card in lieu of a signed certificate by a physician. In addition please find Resolution 2016-30 Requesting That The County Allow Use Of Motorized Golf Carts And Neighborhood Electric Vehicles On Specific Roadways.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve Ordinance No. 165, 2nd Series.

Motion to approve Resolution 2016-30 Requesting That The County Allow Use Of Motorized Golf Carts And Neighborhood Electric Vehicles On Specific Roadways.

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ORDINANCE NO. 165, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 8 ENTITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 8.14 THEREOF ENTITLED "SNOWMOBILES, MOPEDS, DIRT BIKES, ALL TERRAIN VEHICLES, AND OTHER VEHICLE CONTROL REGULATIONS, AND SPECIFICALLY SUBD. 3(E) THEREOF, ENTITLED "OPERATOR PERMITS" AND DEFINING THE REQUIREMENTS FOR THE GRANTING AND RENEWING OF OPERATOR PERMITS; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 8.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 8, Section 8.14, Subd. 3(E), is hereby amended to read as follows:

SECTION 8.14. GOLF CARTS, NEIGHBORHOOD FRIENDLY VEHICLES, ATVS, SNOWMOBILES, AND OTHER LOW POWERED VEHICLES WITHIN THE CITY OF PAYNESVILLE, MINNESOTA.

Subd. 3. Operator Permits.

(E) No operator's permit shall be granted or renewed unless the following conditions are met:

- (1) The applicant must demonstrate that he or she currently holds or has held a valid Minnesota driver's license to operate a mini-truck.
- (2) The applicant shall be required to submit a certificate signed by a physician that the applicant is able to safely operate a motorized golf cart on the roadways as designated or, in the alternative, shall submit a current Department of Transportation health card.
- (3) The applicant has not had his or her driver's license revoked, suspended, or cancelled as the result of criminal proceedings within the last 5 years.
- (4) The applicant is over the age of 16
- (5) No prior violations of this ordinance or traffic violations related to the use of a motorized golf cart or mini truck

Section 2. City Code, Chapter 1, entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty for Violation" and Section 8.99 entitled "Violation a Misdemeanor or Petty Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein.

Section 3. Except as otherwise specifically provided herein, all of the provisions of Section 8.14 adopted by the City Council of the City of Paynesville on July 11, 2016, are hereby ratified and confirmed.

Adopted by the City Council of the City of Paynesville this 28th day of November, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

Published in the Paynesville Press on December 7, 2016.

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RESOLUTION 2016-30
**REQUESTING THAT THE COUNTY ALLOW USE OF MOTORIZED
GOLF CARTS AND NEIGHBORHOOD ELECTRIC VEHICLES ON
SPECIFIC ROADWAYS**

WHEREAS, Stearns County has adopted an Ordinance regulating the use of motorized golf carts and neighborhood electronic vehicles entitled Ordinance No. 500, which permits the use of such vehicles on Stearns County roadways under certain conditions specified in Ordinance No. 400, Section 4; and

WHEREAS, the City of Paynesville has adopted an Ordinance, Ordinance No. 158, 2nd Series, authorizing, among other things, the use of such vehicles within the City limits of the City of Paynesville; and

WHEREAS, the City Council of the City of Paynesville wishes to allow persons who obtain permits for the operation of such vehicles within the City limits of the City of Paynesville to operate on County Road 66 commonly known as James Street from Lake Avenue to River Street, to the extent permissible under the County's Ordinance; and

WHEREAS, this area of County Road 66, commonly known as James Street, has a posted speed limit of 30 mph; and

WHEREAS, to the best of the knowledge of the City Council of the City of Paynesville, this road is not classified by the county as a minor or principle arterial road and, therefore, the City Council seeks approval from the county to allow use of such vehicles on this roadway;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PAYNESVILLE, MINNESOTA, that the City officially request that the county allow the use of golf carts and neighborhood electronic vehicles on County Road 66, commonly known as James Street from Lake Avenue to River Street.

Adopted by the City Council of the City of Paynesville this 28th day of November, 2016.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

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REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: City Council

Committee/Council Meeting Date: November 28, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – F

ITEM DESCRIPTION: Surplus Property – Snowflakes

Prepared by: Staff

COMMENTS:

The following bids were received and opened for the surplus snowflakes:

Name	Quantity	Amount per flake
Theresa Geers	4	\$25.00
Renee Eckerly	1	\$20.00
Renee Eckerly	1	\$10.00
Jennifer Welling	2	\$9.87
Jennifer Welling	3	\$5.43

The remaining snowflakes will be kept and advertised for again next year.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to accept the bids from Theresa Geers, Renee Eckerly, and Jennifer Welling for the snowflakes.

INFORMATIONAL

Jennifer Welling

From: Renee Eckerly
Sent: Thursday, November 17, 2016 3:39 PM
To: Jennifer Welling
Subject: FW: Paynesville Counter Remodel - Fees

Jennifer
Please put on the next council agenda.

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

From: Lisa Berezni [mailto:lisa@negenarchitects.com]
Sent: Thursday, November 17, 2016 9:25 AM
To: Renee Eckerly
Cc: Negen Lon
Subject: Paynesville Counter Remodel - Fees

Renee:
Per your request, I have shown how the fee may break out based on hours provided by discipline. We need to reiterate that this is only an estimate of the hourly fees as indicated in the proposal. The projected fee of \$8,500.00 was not determined based on individual hours, but on what we perceive to be the amount of work involved, number of meetings, phone calls, reviews, etc., and what we would charge for a project similar in size and scope.

Hope this helps...thank you!

Architect -	16 hours = \$2,400.00
Technician -	60 hours = \$4,500.00
In-house Project Coord -	18 hours = \$1,600.00

Lisa Berezni
Designer / Manager



STUDIO	700 41st Avenue North
	St. Cloud, Minnesota 56303
TELEPHONE	320.251.3304
WEB	www.negenarchitects.com
EMAIL	lisa@negenarchitects.com

On Nov 15, 2016, at 10:05 AM, lon@negenarchitects.com wrote:

Sent from Lon's iPhone

Begin forwarded message:

From: Renee Eckerly <Renee@paynesvillemn.com>
Date: November 15, 2016 at 9:18:15 AM CST
To: Jennifer Welling <Jennifer@paynesvillemn.com>, Negen Lon <lon@negenarchitects.com>
Subject: RE: Approved Proposal

Lon,
The City Council last night prior to approving your proposal, inquired as to how you came to the number of \$8,500.00. I told them I would contact you to find out how many hours this amount would cover according to your fee schedule and put it on the next City Council agenda.

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

From: Jennifer Welling
Sent: Tuesday, November 15, 2016 9:12 AM
To: Negen Lon
Cc: Renee Eckerly
Subject: Approved Proposal

Attached is the approved Proposal. Thank you.

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



December 2016 Meeting Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Planning – 6 pm	6 Budget – 4:45 pm Liquor – 6:15 pm	7 Service Recognition Luncheon City Hall Closed 11 – 1:30 pm	8 Wine Club – 7 pm	9	10
11	12 Public Works – 5 pm Council – 6 pm	13	14	15	16	17
18	19	20 EDAP – 7 am	21	22	23	24
25 Christmas Day	26 Christmas Holiday City Hall Closed	27 Public Safety – 5:30 pm	28 Sp. Council – 6 pm	29	30	31

SP

January 2017 Meeting Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's day	2 New Year's Day Holiday City Hall Closed	3 Budget – 4:45 pm Liquor – 6:15 pm	4	5 Park & Tree - Noon	6	7
8	9 Public Works – 5 pm Council – 6 pm	10 Sp. Planning – 6 pm	11	12	13	14
15	16 Martin Luther King Jr. Day Holiday City Hall Closed	17 EDAP – 7 am	18	19	20	21
22	23 Sp. Safety – 4 pm Airport – 5 pm Council – 6 pm	24	25	26	27	28
29	30	31				

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WEST CENTRAL SANITATION

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

November 7, 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 November.

35-gallon cart	once per month	58
35-gallon cart	every-other-week	124
35-gallon cart	once per week	285
64-gallon cart	once per week	223
95-gallon cart	once per week	75

Enclosed is payment of \$452.00 for surcharges and vacancies.

Sincerely,



Carol Williamson

Enclosure



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

