

**SPECIAL EDAP BOARD MEETING
WISH'N WELL CAFE
JANUARY 25, 2011
7:00 A.M.**

AGENDA

- I. CALL TO ORDER
- II. CONSENT AGENDA
- III. NEW BUSINESS
- IV. OLD BUSINESS
 - A. Bowden EDAP Loan (page 1)
- V. INFORMATIONAL
- VI. ADJOURN

***** Please call or email Renee at 320-243-3714 ext. 227 or at
reneeE@paynesvillemn.com
if you are not able to attend the meeting.*****

Members: Don Pietsch, Don Wiese, Bruce Stang, Chris Stanley, Alan Habben, Jean Soine, and Gene Beavers. **Advisory Member:** Renee Eckerly.

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

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

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: EDAP Board Meeting

Committee/Council Meeting Date: January 25, 2011

Agenda Section: Old Business

Originating Department: Administration

Item Number: IV - A

ITEM DESCRIPTION: Bowden – EDAP Loan

Prepared by: Staff

COMMENTS:

Please review the attached request from Edina Realty. Bill Spooner has filed a judgment in the amount of \$2,923.73 plus interest forward of \$49.73 for a total of \$2,973.46. The judgment amount is the total payment due and any additional costs that the City could recover, but it does not include all the costs. The last payment received was on 4-19-10 for \$300.00 for the months of January, February, and \$80.00 of the March 2010 payment. The monthly payment amount was \$110.00 and they made 17 payments of \$110.00 and 1 payment of \$80.00 during the loan.

Bill Spooner maybe in attendance.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.



January 21, 2011

City of Paynesville
213 Washburne Avenue
Paynesville, MN 56362

Attn: Renee Eckerly

Re: Paul and Lisa Bowden

Dear Ms. Eckerly:

On behalf of CitiMortgage we are requesting a release of the judgment against Paul and Lisa Bowden and will be giving you \$1,486.73 on the day of closing on the property located at 29361 County Road 181, Paynesville, MN 56362 for this release.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Trudy A. Nielsen".

Trudy A. Nielsen
Realtor

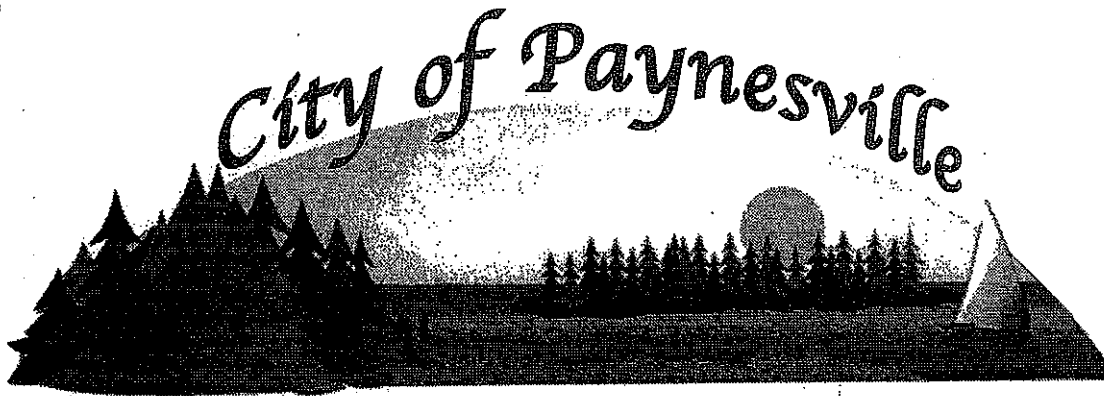
10 Main Street E., Richmond, MN 56369

Phone: 320-597-4477

Email: trudynielsen@edinarealty.com

Toll Free: (800) 895-6515

Fax: (800) 453-2947



A Lifetime Opportunity

January 18, 2011

Edina Realty Title
Attn: Sarah
Fax Number: 320-240-6169

RE: Paul/Lisa Bowden

The pay-off on the Bowden's EDAP loan is \$2,973.46 as of 1/28/11.

Thank you.

Sincerely,

Renee Eckerly
City Administrator

Sarah - Edina
Realty Title
320/240-6171
\$2973.46
re: Paul Bowden
- pay-off amt fax
to: 1/28/11 240-6169

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ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement, made and entered into this 29th day of August, 2008, by and between the City of Paynesville, Lender, and Paul Bowden and Lisa Bowden, husband and wife, the owners of a property located at 206 James St. W., Paynesville, MN 56362, Borrower,

WHEREAS, Borrower has made application for funds pursuant to the Small Cities Development Program Grant awarded to the City of Paynesville as Grantee by the Minnesota Department of Employment and Economic Development; and

WHEREAS, as part of that Small Cities Development Program Grant, the City of Paynesville has agreed to make available certain funds to qualified applicants, which funds shall be re-paid to the Paynesville Economic Development Authority over the life of the loan with interest at a rate of 4% per annum; and

WHEREAS, the Borrower has applied for, qualified for and agreed to accept funds for commercial rehabilitation of a building in the City of Paynesville under the Small Cities Development Program Grant, which building is located at 206 James St. W., Paynesville, MN 56362;

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

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SECTION 1. LOAN

The City of Paynesville will lend to Borrower the sum of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30) to be used by Borrower in connection with a grant received by Borrower under the Small Cities Development Program Grant and applied towards the completion of the work for which that grant was given. In exchange for the loan in the amount of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30) Borrower will execute and deliver to Lender a Promissory Note for the repayment of said sum by the making of monthly payments of principal and interest sufficient to amortize the repayment of the loan in equal monthly installments of principal and interest over a period of three (3) years with interest accruing on the unpaid principal balance at a rate of 4% per annum, the first monthly payment due 30 days after the date of distribution of the funds and with like payments due on the same day of each month thereafter until the three (3) year anniversary of the Promissory Note entered into pursuant to this Agreement, at which time the entire remaining balance of unpaid principal and interest shall be due and payable in full. Payments to apply first to interest and then to principal.

SECTION 2. CONSIDERATION FOR LOAN

This loan is given in consideration of the use of the funds for the completion of the project which qualified the Borrower under the Small Cities Development Program Grant. The Borrower agrees that the funds lent pursuant to this Agreement will be used for the rehabilitation and improvement of a commercial property located at 206 James St. W., Paynesville, MN 56362.

SECTION 3. DISTRIBUTION OF LOAN PROCEEDS

The Lenders shall disburse the funds lent pursuant to this Loan Agreement in the form of a check payable to the Borrower and the Borrower's contractor.

SECTION 4. EVENTS OF DEFAULT

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

- a) Borrower fails to pay an installment payment due in a timely fashion;
- b) Borrower fails to observe or perform any material obligation under the terms of this Loan Agreement, the Promissory Note or the

personal guarantors fail to fulfill their obligations under the terms of the Personal Guaranty;

- c) Borrower fails to pay any tax, including real estate tax or utilities as the same come due;
- d) Borrower makes a general assignment for the benefit of creditors without the written approval of the Lender;
- e) Borrower commences a proceeding in bankruptcy or for dissolution, merger or sale of its assets;
- f) A receiver or trustee is appointed for the full or partial liquidation of the assets of the Borrower; and
- g) A judgment creditor of the Borrower obtains possession of collateral by means of a levy or a replevin without approval and agreement of the Lender.

SECTION 5. REMEDIES FOR DEFAULT

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

SECTION 6. LATE PAYMENT PENALTY

If Borrower does not make any installment payment under this Loan Agreement within 15 days after the date due, a late charge of Ten Dollars (\$10.00), will accrue. In addition, the Lender may, in its discretion, demand immediate payment of the entire unpaid balance of the Note, including the principle balance plus interest and penalties thereon, without formal notice to the Borrower.

SECTION 7. MISCELLANEOUS

The provisions of this loan and the documents executed in conjunction with this Loan Agreement shall be construed as complimentary to each other, and all of the terms and conditions contained in this Loan Agreement shall survive the execution of the various loan related documents including the Promissory Note and Personal Guaranty, as well as any subsequent

documents, all of which shall be subject to the terms of this Loan Agreement, whether or not specifically recited therein.

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

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

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

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

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

DATED: 8-29-08

BORROWER:

Paul R. Bowden

Paul Bowden

Lisa Bowden

Lisa Bowden

PROMISSORY NOTE

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

Borrower: Paul Bowden & Lisa Bowden
29361 Co. Rd. 181
Paynesville, MN 56362

Repayment Promise. The undersigned, Paul Bowden & Lisa Bowden, after the date of this Note, promises to pay to Lender's order the sum of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30), plus interest on the unpaid principal balance at a rate of four percent (4%) per annum. Payments to apply first to interest and then to principal. Interest to accrue from the 1st day of September, 2008.

Payment Schedule. The undersigned promises to repay the sum of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30) with interest at a rate of four percent (4%) per annum on the unpaid principal balance as follows: By making monthly payments in the amount of One Hundred Ten Dollars (\$110.00) commencing on the 1st day of October, 2008 and on the 1st day of each month thereafter through and including the 1st day of September, 2011, when the entire remaining balance of unpaid principal and interest shall be due and payable in full. Payments to apply first to interest and then to principal.


Late Payment Penalty/Default. If the Borrower does not make an installment payment under this loan within 15 days after the due date, a late charge of Ten Dollars (\$10.00), will accrue. In addition, the Lender may, in its discretion, demand immediate payment of the entire unpaid balance of the note, including the principal balance plus interest and penalties thereon, without formal notice to the Borrower.

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

LENDER:

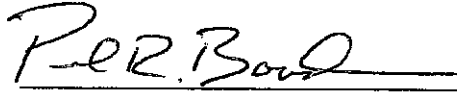
DATED: 8/27/08

CITY OF PAYNESVILLE

By: 
Jeff Thompson, Mayor

BORROWER(S):

DATED: 08-29-08


Paul Bowden


Lisa Bowden

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF STEARNS

SEVENTH JUDICIAL DISTRICT

City of Paynesville, a
municipal corporation,

Case Type: 14. Other Civil

Plaintiff,

vs.

SUMMONS

Paul Bowden and
Lisa Bowden,

Defendants.

THE STATE OF MINNESOTA TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned and required to serve upon Plaintiff's attorney an answer to the Complaint which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Minn.Gen.R.Prac.114.01. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligations to respond to the Summons and Complaint within twenty (20) days.

FRAUENSHUH & SPOONER, P.A.

A handwritten signature in black ink, appearing to read 'William Spooner', written over a horizontal line.

William Spooner
Attorney for Plaintiff
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 0131088

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF STEARNS

SEVENTH JUDICIAL DISTRICT

City of Paynesville, a
municipal corporation,

Case Type: 14. Other Civil

Plaintiff,

COMPLAINT

vs.

Paul Bowden and
Lisa Bowden,

Defendants.

Plaintiff, for its Complaint against the Defendants, states and alleges
as follows:

I.

The Plaintiff is a municipal corporation with offices at 221 Washburne
Avenue, Paynesville, MN 56362.

II.

The Defendants are individuals residing at 29361 Co. Rd. 181,
Paynesville, MN 56362.

III.

The Defendants, on or about August 29, 2008, entered into an
Economic Development Loan Agreement with the Plaintiff, the City of
Paynesville, and in connection therewith executed a Promissory Note, copies
of which Economic Development Loan Agreement and Promissory Note are

attached hereto, labeled Exhibits A and B respectively, and incorporated herein by reference.

IV.

That Defendants paid payments on the Promissory Note commencing with the payment due on October 1, 2008, and those payments thereafter through and including March 1, 2010.

V.

The Defendants thereafter have made no payments on their Promissory Note, having failed to pay the payments due on April 1st, May 1st, June 1st, and July 1, 2010.

VI.

That the balance due on the Defendants' Promissory Note to Plaintiff totals \$1,977.94 in principal, plus \$18.20 in interest. Interest continues to accrue at a rate of .021676 per day from July 12, 2010.

VII.

On June 21, 2010, the Plaintiff caused to be mailed to the Defendants a Notice of Intent to Declare a Default and to Declare the Full Amount Due and Pursue Remedies pursuant to the terms of a Note if the Note is not paid within 15 days. No payment of any amount was made after the sending of this Notice.

VIII.

The Promissory Note attached hereto provides that the borrower must pay any reasonable attorney's fees, legal expenses and costs of collection, and disbursements that result from the borrower's default.

WHEREFORE, Plaintiff demands judgment against the Defendants, and each of them, for the sum of \$1,996.14, plus interest, costs and disbursements, and reasonable attorney's fees herein.

DATED: August 12, 2010

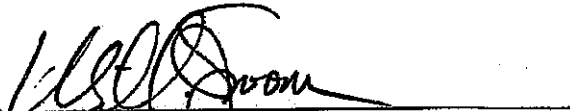
FRAUENSHUH & SPOONER, P.A.



William Spooner
Attorney for Plaintiff
113 Washburne Avenue
Paynesville, MN 56362
(320) 243-3748
Atty. Regn. No. 0131088

ACKNOWLEDGMENT

The undersigned hereby acknowledges that the costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minnesota Statute Section 549.211, Subdivision 2, to the party against whom the allegations in this pleading are asserted.


William Spooner

ECONOMIC DEVELOPMENT LOAN AGREEMENT

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WHEREAS, as part of that Small Cities Development Program Grant, the City of Paynesville has agreed to make available certain funds to qualified applicants, which funds shall be re-paid to the Paynesville Economic Development Authority over the life of the loan with interest at a rate of 4% per annum; and

WHEREAS, the Borrower has applied for, qualified for and agreed to accept funds for commercial rehabilitation of a building in the City of Paynesville under the Small Cities Development Program Grant, which building is located at 206 James St. W., Paynesville, MN 56362;

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

Exh. A

SECTION 1. LOAN

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SECTION 3. DISTRIBUTION OF LOAN PROCEEDS

The Lenders shall disburse the funds lent pursuant to this Loan Agreement in the form of a check payable to the Borrower and the Borrower's contractor.

SECTION 4. EVENTS OF DEFAULT

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- a) Borrower fails to pay an installment payment due in a timely fashion;
- b) Borrower fails to observe or perform any material obligation under the terms of this Loan Agreement, the Promissory Note or the

personal guarantors fail to fulfill their obligations under the terms of the Personal Guaranty;

- c) Borrower fails to pay any tax, including real estate tax or utilities as the same come due;
- d) Borrower makes a general assignment for the benefit of creditors without the written approval of the Lender;
- e) Borrower commences a proceeding in bankruptcy or for dissolution, merger or sale of its assets;
- f) A receiver or trustee is appointed for the full or partial liquidation of the assets of the Borrower; and
- g) A judgment creditor of the Borrower obtains possession of collateral by means of a levy or a replevin without approval and agreement of the Lender.

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

SECTION 6. LATE PAYMENT PENALTY

If Borrower does not make any installment payment under this Loan Agreement within 15 days after the date due, a late charge of Ten Dollars (\$10.00), will accrue. In addition, the Lender may, in its discretion, demand immediate payment of the entire unpaid balance of the Note, including the principle balance plus interest and penalties thereon, without formal notice to the Borrower.

SECTION 7. MISCELLANEOUS

The provisions of this loan and the documents executed in conjunction with this Loan Agreement shall be construed as complimentary to each other, and all of the terms and conditions contained in this Loan Agreement shall survive the execution of the various loan related documents including the Promissory Note and Personal Guaranty, as well as any subsequent

documents, all of which shall be subject to the terms of this Loan Agreement, whether or not specifically recited therein.

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

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

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

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

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

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DATED: 8-29-08

BORROWER:

Paul Bowden

Paul Bowden

Lisa Bowden

Lisa Bowden

PROMISSORY NOTE

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

Borrower: Paul Bowden & Lisa Bowden
29361 Co. Rd. 181
Paynesville, MN 56362

Repayment Promise. The undersigned, Paul Bowden & Lisa Bowden, after the date of this Note, promises to pay to Lender's order the sum of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30), plus interest on the unpaid principal balance at a rate of four percent (4%) per annum. Payments to apply first to interest and then to principal. Interest to accrue from the 1st day of September, 2008.

Payment Schedule. The undersigned promises to repay the sum of Three Thousand Seven Hundred Thirty-five Dollars and 30/100 (\$3,735.30) with interest at a rate of four percent (4%) per annum on the unpaid principal balance as follows: By making monthly payments in the amount of One Hundred Ten Dollars (\$110.00) commencing on the 1st day of October, 2008 and on the 1st day of each month thereafter through and including the 1st day of September, 2011, when the entire remaining balance of unpaid principal and interest shall be due and payable in full. Payments to apply first to interest and then to principal.

Late Payment Penalty/Default. If the Borrower does not make an installment payment under this loan within 15 days after the due date, a late charge of Ten Dollars (\$10.00), will accrue. In addition, the Lender may, in its discretion, demand immediate payment of the entire unpaid balance of the note, including the principal balance plus interest and penalties thereon, without formal notice to the Borrower.

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

Exh. B

LENDER:

DATED: 8/27/08

CITY OF PAYNESVILLE

By: 
Jeff Thompson, Mayor

BORROWER(S):

DATED: 8-29-08


Paul Bowden


Lisa Bowden

Renee Eckerly

From: William Spooner [fs-law@clearwire.net]
Sent: Thursday, August 12, 2010 9:10 AM
To: Renee Eckerly
Subject: Paul & Lisa Bowden
Attachments: BOWDEN.PAPERS.pdf

Renee, attached is a signed copy of the Summons & Complaint which has now been sent out for service on the Bowdens.

June 21, 2010

**NOTICE OF INTENT TO DECLARE A DEFAULT
AND TO DECLARE THE FULL AMOUNT DUE
AND PURSUE REMEDIES**

PAUL & LISA BOWDEN
29361 CO RD 181
PAYNESVILLE MN 56362

Dear Mr. & Mrs. Bowden:

As you are aware, on August 29, 2008, you entered into an Economic Development Loan Agreement between yourselves as Borrowers and the City of Paynesville as Lender. This Economic Development Loan Agreement was intended to fund work on your commercial property in the City of Paynesville.

In connection with that Economic Development Loan Agreement, you signed a Promissory Note dated August 29, 2008, and received \$3,735.30, which you agreed to repay in installments of \$110.00 per month, commencing October 1, 2008, with like payments on the first day of each month thereafter until September 1, 2011, when the entire balance was to be paid in full.

You are currently in default because you have failed to make the monthly installments of \$110.00 which were due on April 1, May 1, and June 1, 2010, and the late penalties of \$10.00 for each of the foregoing months, for a total sum now in default of \$360.00.

This letter is to formally place you on NOTICE that if you fail to cure this default within the next 15 days, the Lender will exercise its right to demand immediate payment of the entire unpaid balance of the Promissory Note, including principal, interest and penalties thereon, and to institute appropriate action to collect that balance, plus attorney's fees, legal expenses, costs of collection and disbursements allowed by law.

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Please bring your payments current on this account and maintain the agreed payments in a timely fashion so that this action is unnecessary.

Sincerely,

FRAUENSHUH & SPOONER, P.A.

William Spooner

WS:jmh

Renee Eckerly

From: William Spooner [fs-law@clearwire.net]
Sent: Friday, June 25, 2010 9:58 AM
To: Renee Eckerly
Subject: Paul & Lisa Bowden
Attachments: BOWDEN.LETTER.pdf

Renee, attached is the letter that was sent to the Bowdens on June 21st.