

**EDAP BOARD MEETING  
STOCKMAN'S CAFE  
JUNE 18, 2019  
7:00 A.M.  
AGENDA**

**\*\*\* Note location of meeting.\*\*\***

- I. CALL TO ORDER
- II. CONSENT AGENDA
  - A. Minutes (page 1)
- III. NEW BUSINESS
  - A. Housing Study & Contract (page 4)
  - B. Foreclosure – 212 Garfield Ave. – Small Cities Loan
- IV. OLD BUSINESS
  - A. Exploratory Meeting – Tourism Campaign – Update
  - B. Tom Opatz – Senior Citizen Apartments - TIF – Update
  - C. Economic Status Of Community – Update
  - D. Past Due Loans – Update
  - E. Downtown Redevelopment Plan - Update
- V. INFORMATIONAL
  - A. Revolving Loan Report (page7)
- VI. ADJOURN

**\*\*\* Please call or email Renee at 320-243-3714 ext. 227 or at [renee@paysvillemn.com](mailto:renee@paysvillemn.com) if you are not able to attend the meeting.\*\*\***

**Members: Mark Dingmann, Don Wiese, Bruce Stang, Chris Stanley, Wayne Nelson, Shawn Reinke, and Len Gilmore. 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 BOARD/COUNCIL ACTION

**BOARD/COUNCIL NAME:** EDAP Board

Board/Council Meeting Date: June 18, 2019

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: II - A

**ITEM DESCRIPTION:** Minutes

Prepared by: Staff

**COMMENTS:**

Please review the minutes from the May 21, 2019 EDAP Board meeting.

**ADMINISTRATOR COMMENTS:**

**BOARD/COUNCIL ACTION:**

Motion to approve the minutes from the May 21, 2019 EDAP Board meeting.

**MINUTES  
EDAP BOARD MEETING**

**MAY 21, 2019**

The meeting was called to order by Chairperson, Chris Stanley at 7:00 a.m. Members present were Mark Dingmann, Len Gilmore, and Wayne Nelson. Renee Eckerly, City Administrator was also present. Don Wiese, Bruce Stang, and Shawn Reinke were absent.

**Motion was made by Gilmore to approve the minutes from the February 19, 2019 EDAP Board meeting. Seconded by Dingmann and unanimously carried.**

**EXPLORATORY MEETING – TOURISM CAMPAIGN**

Eckerly reported that Cold Spring, Richmond, and Paynesville have all hired different consultants to redevelop their downtown. Traci Ryan, Ryan Development Consulting has been hired by the City of Richmond. Ryan would like to meet with the Administrators of the three cities and explore collaboration with tourism. The Board discussed the positives and negatives of this idea:

- Positives:
  - Pool money
  - Promote as a region
  - Bike trails
  - Lakes
- Negatives:
  - Promote only one of the cities

The meeting is scheduled for June 6, 2019 and Eckerly will give a report at the next meeting.

**TOM OPATZ – SENIOR CITIZEN APARTMENTS – TIF**

Eckerly and Stanley reported on the other senior living projects Opatz's company has done. A TIF was discussed for possibly up to 20 years. The Board is open to a TIF District; however, they may need a special meeting to keep the process moving.

**SUBORDINATION - LOKKEN**

Lokken's may need a subordination. Stanley will let Eckerly know.

**ECONOMIC DEVELOPMENT**

The City has a couple people interested in lots in Heatherwood Plat 3 and Ampe's have a contractor interested in 7 lots for patio home rentals.

The Think Tank met and is working on ideas for downtown.

**HOUSING INCENTIVE**

Eckerly reported on the status of the 10 incentives that were approved. Gilmore commented on how people, when buying a lot, bring up the incentives. The Board discussed if it is bringing people into Paynesville; it should be continued. The Board further discussed contractor built

homes (not apartments) to rent out and the City is willing to waive the water and sewer hookup fees and give a free boulevard tree up to \$250.00. EDAP would support this concept also.

**Motion was made by Nelson to approve 10 more complete package housing incentives and 10 additional incentives to only waive the water and sewer hookup fees and receive the free boulevard tree, up to \$250.00 and recommend such to the City Council. Seconded by Stanley and unanimously carried.**

### **PAST DUE LOANS**

Eats and Treats made a payment, but is still behind.

### **DOWNTOWN REDEVELOPMENT PROJECT**

Eckerly has compiled a list of the downtown businesses and will forward it to Bolton & Menk, Inc. for the interview process.

### **INFORMATIONAL**

The Revolving Loan Report was reviewed.

There being no further business the meeting was adjourned at 7:51 a.m.

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE CITY OF PAYNESVILLE AND  
COMMUNITY PARTNERS RESEARCH, INCORPORATED**

THIS AGREEMENT is made and entered into between the City of Paynesville, hereinafter referred to as the "City" and Community Partners Research, Incorporated, hereinafter referred to as the "Company".

**WITNESSETH:**

WHEREAS, the City is in need of professional services to conduct a Comprehensive Housing Study Update for Paynesville; and

WHEREAS, the Company represents that the Company is qualified and willing to furnish these professional services; and

WHEREAS, the City wishes to enter into this Agreement with the Company to provide these professional services;

NOW, THEREFORE, the City and Company in consideration of the mutual covenants contained herein, agree as follows:

**I. TERM**

This Agreement shall commence on the 1st day of September, 2019, and terminate on the 31<sup>st</sup> day of November, 2019. This Agreement may be extended subject to the mutual acceptance of an extension by the City and the Company.

**II. SERVICES**

The City agrees to compensate and the Company agrees to furnish the professional services for the updating of the 2014 Paynesville Housing Study.

**III. COMPENSATION**

The City shall pay the Company Nine Thousand Five Hundred Dollars (\$9,500.00) for services as described in Paragraph II. of this Agreement.

**IV. BILLING AND PAYMENT**

Payment of fifty (50) percent of the compensation amount is due upon completion and delivery of a draft report, with the remaining balance due after delivery of the final report.

**V. AUDIT DISCLOSURE AND RETENTION OF RECORDS**

The Company agrees to make available to duly authorized representatives of the City and of the State of Minnesota, for the purpose of audit examination pursuant to Minnesota Statute 16B.06, any books, documents, papers, and records of the Company that are pertinent to the Company's provision of services hereunder. The Company further agrees to maintain all such required records for three years after receipt of final payment and the closing of all other related matters.

**VI. INDEPENDENT CONTRACTOR**

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Company to the City is that of an independent contractor and not an employee or agent of the City.

**VII. COMPLIANCE WITH LAWS**

In providing all services pursuant to this Agreement, the Company shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Company.

**VIII. SUBCONTRACTING AND ASSIGNMENTS**

Company shall not enter into any subcontract for performance of any of the professional services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Company shall be responsible for the performance of all subcontractors.

**IX. MODIFICATIONS**

Any material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

**X. DATA PRIVACY**

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Company agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

**XI. DEFAULT AND REMEDY**

Failure of the Company (including the failure of any employee or agent of the Company) to abide by the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Company upon receipt of a notice of deficiency and a request for compliance from the City. In the event of a default by the Company, the City may cancel this Agreement by sending a written notice of cancellation to the Company and may recover from the Company any damages sustained by the City which may directly or consequently arise out of the breach of this Agreement by the Company.

**XII. ENTIRE AGREEMENT**

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the City and Company relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**CITY OF PAYNESVILLE**

**COMMUNITY PARTNERS  
RESEARCH, INC.**

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

By: \_\_\_\_\_  
Steve Griesert, President

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

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Knudson, Vice President

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

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

6

## REVOLVING LOAN STATUS REPORT

**Date of Update:** 6/10/2019

Business Name	Outstanding Balance	Date of last Payment	Amount of Last Payment	Current/Next Due Date
Blomgren, Karl	\$ 409.94	5/13/2019	\$ 60.03	7/2/2019
C & S Towing Inc	\$ 68,940.86	6/7/2019	\$ 455.76	7/1/2019
Eats & Treats	\$ 9,222.52	5/29/2019	\$ 180.00	5/3/2019
William Fuchs	\$ 6,612.70	6/6/2019	\$ 98.89	8/13/2019
Koronis Lanes Refinance	\$ 26,958.85	3/4/2019	\$ 628.55	10/1/2019
Koronis Living LLC	\$ 12,350.22	5/17/2019	\$ 300.00	6/13/2019
Lamb Labor Services #3	\$ 4,532.05	5/24/2019	\$ 161.72	7/1/2019
Queen Bee's Bar & Grill	\$ 66,758.96	5/20/2019	\$ 608.86	7/20/2019
Safe Basements Inc.	\$ 213,910.43	5/30/2019	\$ 2,590.96	7/1/2019
Savage Land Partnership	\$ 260,710.57	5/24/2019	\$ 1,957.36	8/3/2019
Todd & Lauri Lokken	\$ 34,331.77	5/20/2019	\$ 235.85	6/17/2019
Joint Loans w/Township				
Joint Loans w/State				
<b>TOTAL OUTSTANDING BALANCE</b>	<b>\$ 704,738.87</b>			

**LATE PAYMENTS:**

Eats & Treats	\$ 177.90	Due: 5/3/19		
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<b>TOTAL DELINQUENT</b>	<b>\$ 177.90</b>			
<b>CITY REVOLVING LOAN BALANCE (available)</b>		<b>\$ 335,500.37</b>	<b>3/31/2019</b>	<i>(unaudited)</i>
<b>CITY EDAP BALANCE</b>		<b>\$ 369,649.16</b>	<b>3/31/2019</b>	<i>(unaudited)</i>
<b>TOWNSHIP LOAN BALANCE (available)</b>		???		