CALL TO ORDER

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

A. Approve minutes of April 18th, Regular Council Meeting
B. Approve minutes of April 17th, Special Council Meeting
C. Approve minutes of May 2nd Special Council Meeting
D. Approve Trail Head Grill to serve Alcohol during Pine Island Saturday Nights on, May 20th, June 24th, July 15th, August 19th, and September 16th using their Caterers permit
E. Approve Raffle permit for PIAHS for
F. Approve Sarah Miller and Randy Hoffarth for the Library Board
G. Approve 2017 Cemetery Prices
H. Approve the use of Alcohol on City Property

ADMINISTRATION AND LEGAL

A. Allow for the City to accept Credit Cards for Park Rentals, Building Permits, and other charges
B. Approve Parade Route and No Parking for the Pine Island Cheese Festival
C. Resolution 17-13 Providing for the Competitive Negotiated Sale of General Obligation Improvement Bonds for 5th Street Project – Mike Bubany
D. Resolution 17-15 Calling Public Hearing on the Establishment of TIF District 1-16 Within Municipal Development – Mike Bubany
E. Authorization to extend purchase options for 301 and 305 South Main Street
F. Resolution 17-14 Fixing Rates and Charges for Municipal Utilities
G. Approve the purchase of Diesel Exhaust Extraction System for the Pine Island Fire Hall

PLANNING COMMISSION

PUBLIC WORKS & ENGINEERING

PUBLIC INPUT

Todd Omberg- City Wide Clean Up Results
VIII. **LEGAL**

IX. **CLAIMS**

X. **DEPARTMENT MONTHLY REPORTS**

A. Library - Report  
B. Public Works  
C. EDA – Report  
D. Fire Department  
E. Goodhue County Sheriff  
F. Cemetery Board  
G. Civil Defense  
H. Misc Items  
I. Goodhue County Board Minutes-available [www.co.goodhue.mn.us](http://www.co.goodhue.mn.us)

** Listing of enclosed reports.

XI. **ADJOURN**

All Council Meetings are audio tape-recorded and video is streamed to the internet.

**Pine Island City Council Agenda is available on line:**  
City Council agendas and support documents available in electronic form and are posted on the Pine Island City Web Site [www.pineislandmn.com](http://www.pineislandmn.com) under GOVERNMENT TAB in .pdf file format.

* ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED ROUTINE. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS A COUNCIL MEMBER, CITY STAFF, OR CITIZEN REQUESTS, IN WHICH CASE, THE ITEM WILL BE CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA. If you need special accommodation to participate in the meeting, please contact City Hall at 507-356-4591 at least five (5) business days before the meeting.
STATE OF MINNESOTA  
GOODHUE/OLMSTED COUNTIES  
CITY OF PINE ISLAND  
REGULAR COUNCIL MEETING  
April 18th, 2017  

Pursuant to due call, and notice thereof, Mayor pro-tem Vettel called the regular City Council meeting to order at 7:00 PM, in the council chambers, at city hall.

Members Present: Vettel, Johnson, Friese, Hildenbrand, Steele

Members Absent: None

Others Present: Todd Robertson, Neil Britton, Deirdre Herman, Megan Parks, Rachel Gray, Brandon Sather, Mike Brown, Wayne King, Samual Lenz, Pat Pike, Craig Britton, Todd Omberg, Loraine Vettel, Joel Knox, Ryan Schaefer, Karizma Maxson, Emily Miller, and Alice Duschanek-Meyers.

Johnson made a motion to amend the agenda and add Item D, Turnberry Easement, to Public Works and Engineering. Seconded by Hildenbrand. Approved 5-0-0

Consent Agenda was approved with a motion from Vettel, and a second from John. Approved 5-0-0

Council agreed upon a date to have a Special Council Retreat to discuss the future of Pine Island among a host of other topics. This date will be June 10th, at 7:30 am with a location to be determined. Motion from Hildenbrand, and a second from Friese. Approved 5-0-0

The Image Committee requested approval to serve alcohol on City property for the Wine and Cheese Gala held on June 3rd using Trail Head Grill. Motion from Johnson, and a second from Vettel. Approved 5-0-0

The Pine Island Fire Relief Association requested approval for a dance permit held on June 3rd. Motion from Friese, and a second from Hildenbrand. Approved 5-0-0

The Pine Island Sports Bar requested approval for a dance permit held on June 2nd and June 3rd. Motion from Vettel, and a second from Johnson. Approved 5-0-0

City Engineer Neil Britton from WSN presented to Council and those present at the meeting a slideshow of options for the Community Pool. Neil reviewed the existing pools needs and wants.

Option A: Repair the existing Pool for a cost of $1,242,163

Option B: Complete Renovation with upgrades for a cost of $2,167,200

Option C: Facility Replacement Options

1. Multiuse Pool, Splash Area, and ADA bathhouse - $1,406,677
2. Option C.1 plus Bathhouse Expansion and Concessions/Breezeway - $1,754,213
3. Option C.2 plus Plunge Area - $2,152,358
4. Option C.3 plus Amenities and Rental Tents - $2,858,478

After some discussion about debt capacity, and bond ratings, the Council agreed to further discuss the pool options at the Council retreat on June 10th.
Resolution 17-11 Authorizing Sale of Surplus Property by Electronic Means was approved with a motion by Johnson, and a second by Hildenbrand. Approved 5-0-0

Council reviewed the different companies priced to collect refuse for the City-Wide Cleanup. Hildenbrand made a motion to use Skjeveland Enterprise, seconded by Vettel. Approved 5-0-0

Council reviewed an easement request for Turnberry Park, currently a vacant park owned by the City, to install a canoe loading and unloading launch. After some discussion about parking, Johnson made a motion to table, seconded by Friese. Tabled 5-0-0

Public Input:

Pine Island resident Megan Parks questioned why Council would talk about the pool at their retreat and not now. City Administrator David Todd explained the debt the City is in and the risks involved with taking on new debt. This prompted Pine Island resident Doug Svestka to inquire on what the City can afford, and why that discussion did not take place prior to the referendum. Former Council member, and Pine Island resident Joel Knox read the referendum and proclaimed that the voters gave a clear direction where the pool should go. Emily Miller would like to see a separate baby pool rather than a zero depth entry.

Legal: City Attorney, Bob Vose has nothing to report. Councilman, Mike Hildenbrand asked if the City would need to amend the City Ordinance for Sunday Liquor Sales to match the State. Bob Vose recommended the City to do so should they want Sunday Liquor Sales.

Claims: Vettel made a motion to approve claims which was seconded by Johnson. Approved 5-0-0

Department Reports:

The Fire Department spoke on the risks of cancer for firefighters and invited Council and City Staff to an educational class being put on for the specific goal of educating Council on the high risks. Former Fire Chief, Pat Pike urged and insisted that Council attend and educate themselves on this important matter.

Be there no further business, Mayor, Rod Steele called to adjourn the Council meeting at 8:30 p.m.

Respectfully submitted,

Stephanie Pocklington
Deputy City Clerk
Pursuant to due call and notice thereof, Mayor Steele called the Board of Equalization Meeting to order, at 5:00 PM, in the council chambers, at city hall.

Members Present: Steele, Vettel, Johnson, Hildenbrand, Friese

Members Absent: None

Others Present: David Todd, Stephanie Pocklington, Goodhue County Appraiser Lavon Augustine, Olmsted County Assessor’s Office Julie Hackman.

Goodhue County Appraiser Lavon Augustine gave an overview on what is required by state. They are required to view properties every five years. They analyze sales from October 1, 2015 to September 30, 2016. Pine Island had 45 good residential sales with a 91.09% ratio. They are required to be between 90 to 105% of each sale.

Kelly Adelsman- 621 First Ave SE- Kelly feels her house is significantly over valued with the building next door being utilized as a commercial property, it puts her property out of zoning compliance. Adelsman is unable to put a fence between the buildings due to City Ordinance. Adelsman feels as though with her unique situation, you can’t have an apple to apples comparison. Mayor Rod Steele feels the value of her home is adequate for the property. Goodhue County made a recommendation to reduce the property by 8%, putting the value at $143,000. Councilman Vettel felt that with every property in Pine Island having a tax increase, she should not have the adjustment. Councilman Hildenbrand was concerned that this would be a proposal made every year. Motion from Vettel to remain at the original proposal, Seconded by Johnson. Approved 5-0-0

Goodhue County assessor Lavon Augustine discussed three properties that were pre-reduced.
68-620-0201- 10 Clay Enterprises
68-450-0910- Baggett
68-355-0250- Magill
Motion from Vettel to approve the pre-reduction of the three properties. Second from Friese. Approved 5-0-0

There being no further business the meeting was adjourned at 5:50 PM. Approved 5-0-0.

Respectfully Submitted,

Stephanie Pocklington
Deputy City Clerk
Pursuant to due call, and notice thereof, Mayor Steele called the Special City Council meeting to order at 7:00 PM, in the council chambers, at city hall.

Members Present: Johnson, Steele, Friese, Hildenbrand

Members Absent: Vettel

Others Present: David Todd, Todd Robertson, and Craig Britton

Resolution 17-12 A Resolution Accepting Bid from A-1 Excavating of Bloomer, Wisconsin for the Fifth Street (CSAH 27) reconstruction was approved with a motion from Johnson, and a second from Hildenbrand. Approved 4-0-0

Be there no further business, Mayor Steele called to adjourn the Council meeting at 7:11 p.m.

Respectfully submitted,

David Todd
City Administrator
April 26, 2017

Dear City of Pine Island,

Pine Island Area Home Services is in the process of preparing for the "Taste of Pine Island". As part of this event PIAHS in coordination with Pine Have has a raffle.

At this time PIAHS is applying for city approval for a gambling premises located within city limits.

I am enclosing the form for the city's approval. We appreciate this form being processed as soon as possible. Please, do not hesitate to call if you have any questions.

Thank you for your time,

Sandra Grenell
PIAHS Director
MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Pine Island Area Home Services
Previous Gambling Permit Number: 93612
Minnesota Tax ID Number, if any: 
Federal Employer ID Number (FEIN), if any: 760719032
Mailing Address: Box 566 109 3rd St. SW
City: Pine Island State: MN Zip: 55963 County: Goodhue
Name of Chief Executive Officer (CEO): Sandra Greuell
Daytime Phone: 507-356-2999 Email: piahse@beycom.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

☐ A current calendar year Certificate of Good Standing
  Don’t have a copy? Obtain this certificate from:
  MN Secretary of State, Business Services Division
  60 Empire Drive, Suite 100
  St. Paul, MN 55103

☒ IRS income tax exemption (501(c)) letter in your organization’s name
  Don’t have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
  If your organization falls under a parent organization, attach copies of both of the following:
  1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
  2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):
Pine Haven Care Center

Physical Address (do not use P.O. box):
201 3rd St. NW
City or Township: Pine Island Zip: 55963 County: Goodhue
Date(s) of activity (for raffles, indicate the date of the drawing): August 17, 2017

Check each type of gambling activity that your organization will conduct:
☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards
☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: $3,000.00)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under List of Licensees, or call 651-539-1900.
LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
☐ The application is denied.

Print City Name: __________________________
Signature of City Personnel: __________________________
Title: __________________________ Date: __________

COUNTY APPROVAL for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
☐ The application is denied.

Print County Name: __________________________
Signature of County Personnel: __________________________
Title: __________________________ Date: __________

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: __________________________
Signature of Township Officer: __________________________
Title: __________________________ Date: __________

CHIEF EXECUTIVE OFFICER’S SIGNATURE (required)
The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer’s Signature: __________________________ Date: __________
(Signature must be CEO’s signature; designee may not sign)
Print Name: __________________________

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.
Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:
- a copy of your proof of nonprofit status, and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150. Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization’s qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization’s qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization’s name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization’s name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer
To: Mayor Steele and Pine Island City Council

From: David Todd, City Administrator

Re: Library Board Appointments

Date: May 16th, 2017

Mayor and City Council,

Library Director Rachel Gray has advised that there are two board members who are stepping down from the Library Board: Edward Jasienski and Leda Sorenson.

Ms. Gray has informed me that the Library Board would like to appoint two people to fill the vacated seats of the board members who are stepping down.

Randy Hoffarth and Sarah Miller have agreed to take seats on the Library Board and, per Ms. Gray, understand that these are three-year terms with the possibility of renewing those terms two additional times. Ms. Gray advises that the Library Board will welcome the two new members during their June 12th, 2017 meeting.

David N.S. Todd

City Administrator
# PINE ISLAND CEMETERY PRICE LIST

(Effective January 2017 with a 5% increase every April thereafter)

<table>
<thead>
<tr>
<th>Service</th>
<th>Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL BURIAL SPACE</td>
<td>675.00</td>
</tr>
<tr>
<td>COLUMBARIUM BURIAL SPACE</td>
<td>700.00</td>
</tr>
<tr>
<td>(one niche, two urns per niche)</td>
<td></td>
</tr>
<tr>
<td>Columbarium opening</td>
<td>100.00</td>
</tr>
<tr>
<td>REGULAR BURIAL OPENING</td>
<td></td>
</tr>
<tr>
<td>Summer weekday</td>
<td>635.00</td>
</tr>
<tr>
<td>Summer weekend or holiday</td>
<td>760.00</td>
</tr>
<tr>
<td>Winter weekday</td>
<td>815.00</td>
</tr>
<tr>
<td>Winter weekend or holiday</td>
<td>970.00</td>
</tr>
<tr>
<td>CREMATION BURIAL OPENING</td>
<td></td>
</tr>
<tr>
<td>Summer weekday</td>
<td>260.00</td>
</tr>
<tr>
<td>Summer weekend or holiday</td>
<td>280.00</td>
</tr>
<tr>
<td>Winter weekday</td>
<td>420.00</td>
</tr>
<tr>
<td>Winter weekend or holiday</td>
<td>450.00</td>
</tr>
<tr>
<td>LATE FEE NOTICE (less than 36 hours lead time)</td>
<td>150.00</td>
</tr>
<tr>
<td>Plant stand cement work</td>
<td>100.00</td>
</tr>
<tr>
<td>Veterans marker cement work</td>
<td>200.00</td>
</tr>
<tr>
<td>Drilling hole for plant stand</td>
<td>30.00</td>
</tr>
<tr>
<td>Marking of grave site</td>
<td>35.00</td>
</tr>
<tr>
<td>Genealogy work/hour</td>
<td>30.00</td>
</tr>
<tr>
<td>Memorial tree (evergreen or hardwood tree with bronze plaque)</td>
<td>475.00</td>
</tr>
<tr>
<td>Memorial bench</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

*No private work done in the cemetery without board permission.*
Dear Council,

5/11/2017

We would like to seek permission to serve beer and wine at our wedding reception to be held at City Hall on July 29th, 2017.

Thank you for your consideration,

Kevin Avery & Sherrie Wright
Welcome to Gov$wipe® from GovPayNet, a patent-pending, Internet-based, credit, debit and prepaid debit card payment option.

HOW IT WORKS:
The Gov$wipe equipment connects to an Internet-enabled computer or workstation to automate data entry transactions, where consumers simply swipe their credit cards to connect with our consumer payment website to make payments on a wide range of obligations.

Note: GovPayNet ships—at no cost to you—a user-friendly card swipe device with comprehensive support materials.

FEATURES AND BENEFITS:
• Easy set-up, connect via USB to an Internet-enabled computer
• No phone line or power source needed
• No paper tapes, phone lines or ribbon
• Cardholders have the option for an email receipt or you can print a confirmation from your printer
• Install behind the counter or consumer-facing
• Recommended keypad and base to help ensure consumers’ privacy

ABOUT US:
GovPayNet is a category leader in processing credit and debit card payments to government agencies. Overall, consumers rely on us in making approximately 1.6 million payments annually to nearly 2,500 agencies in more than 40 states.

ANOTHER REASON TO USE GOV$WIPE:
EMV (Europay, MasterCard and Visa) is a new industry standard effective October 1, 2015, for Point-Of-Sale (POS) payments. EMV will address certain security vulnerabilities in POS, but only if both the card and the POS device are “EMV-capable.” For agencies, this could mean either an additional expense or an additional risk—unless you are a GovPayNet customer.

Here’s the great news: The EMV standard does not apply to our Gov$wipe technology and our all-Internet processing solution. The rule applies to POS processing only, while ours is an eCommerce payment process. Even if you use Gov$wipe, you’re still making an eCommerce payment over the Internet. Agencies can be confident that:

• GovPayNet provides safe and secure payment options
• Gov$wipe is an eCommerce solution
• EMV DOES NOT apply to GovPayNet

All of Gov$wipe’s benefits are yours at NO COST TO YOUR AGENCY.

Find out more today!
Call (888) 561-7888 or visit us at www.GovPayNet.com

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GovPayNet Makes Payments Simple

GovPayNet.com | (888) 561.7888
GovPayNet is a category leader and a solution-oriented processor of credit and debit card payments to government agencies. Overall consumers rely on us in making approximately 2.4 million payments annually to nearly 3,000 agencies in 45 states.
The GovPayNet payment processing solution is provided at **no cost** to government agencies, although GovPayNet can support flexible pricing models including options for agencies to absorb the GovPayNet service fee. It is an e-commerce solution which means no hardware or software costs. With over 18 years of field experience, GovPayNet management and staff are experts in providing these services. GovPayNet accepts the major card brands – MasterCard, Visa, American Express & Discover, including credit, debit and prepaid debit. Payments can be made onsite, online and by phone, using a solution with the highest security rating available.
The GovPayNet Solution: Convenience

- Your customers can pay when, where and how they want
- Funds are Direct Deposited for the prior day's activity on the next banking day
- Integration is not necessary, but available for nearly every government accounting or cashiering system
- Online, real-time transaction reporting & information
The GovPayNet Solution: Security

Certified at PCI Level 1 (highest security rating)

Processing technology is all Internet based, so "EMV" requirements don’t apply

Security & Compliance

More use of cards, means less security concerns over cash and checks in your office
The GovPayNet Solution: Improved Financials

- No charges to your agency*
- Improve cash flow
- Avoid "hidden costs" of distractions in the payment process
- Taxpayer fees as low as 1.15%
- More payments by card means funds deposited faster
- Customers get extensive support (website, 24/7 call center, FAQs)

*pricing models are flexible, including the option for agencies to absorb the fees

GovPayNet.com | (888) 561.7888
Swipe, Click, or Call: DONE

Onsite
- Gov$wipe: Our countertop e-commerce solution
- Automates data entry during payment
- No phone line or power source needed

Online
- GovPayNow.com
- Agency-specific landing pages and agency search functionality
- Easy for payers to make online payments at their convenience

By Phone
- 1-888-604-7888 Payment Hotline
- Fully-staffed, bilingual call center with Live Operators
- Take payments and help cardholders with questions about their payments
GovPayNet's system is very user-friendly. It's so easy and quick for our customers to make payments using their website. And, because GovPayNet settles the payments every banking day, we receive our payments very quickly. I would recommend GovPayNet because it's simple for us and simple for our customers.

Bridget Brown,
Town Clerk/Tax Collector
Town of Willsboro, NY

Select Locations in California:
1. Mendocino County
2. Marin County
3. San Francisco County
4. City of San Bernardino
5. San Bernardino Supt. of Schools

North Central Texas Council of Governments

*GovPayNet Headquarters

NYC Dept of Corrections
Albany County, NY
Westchester County, NY
Suffolk County, NY
Marion County, IN*
Pinellas County, FL
Sarasota County, FL
Broward County, FL
The GovPayNet Solution: Support

- 24/7 call center staffed with bilingual agents
- Area specialists who answer questions, trouble-shoot problems & process payments
- Training from a dedicated Client Services Specialist and Refresher training via online tutorial
- Complimentary Media Kit to help you “get the word out” with fact sheets and customizable Press Releases for your Website & Social Media

GovPayNet.com | (888) 561.7888
The GovPayNet Solution: Support

Implementation
GovPayNet provides a supportive, flexible solution that can be quickly implemented. From start-up through ongoing customer assistance, GovPayNet’s Client Services Department is dedicated to your needs:
1. Training and activating accounts
2. Receiving and confirming requirements
3. Coordinating all necessary functions
4. Providing start-up and ongoing training
5. Continued service through our Call Center

This is our service commitment!
The GovPayNet Solution: Support

Marketing Keys to Success
Outreach & communication is important for successful program adoption. Utilize the GovPayNet multilingual marketing tools to announce payment options to the public:

- Media Kit
- Website Update Kit
- Point of Need Materials (posters, signs & counter cards)

GovPayNet supports the following forms of payment:

- Haga Pagos por teléfono
- Haga Pagos Aquí

GovPayNet.com | (888) 561.7888
GovPayNet: A category leader in processing credit, debit & prepaid debit card payments to government agencies. More than 2.4 million cardholders annually rely on us when making their payments to nearly 3,000 agencies in 45 states.
PARTICIPATION AGREEMENT

CITY OF PINE ISLAND
P O BOX 1000
PINE ISLAND, MN 55963

Government Payment Service, Inc. ("GPS")
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accountservices@govpaynet.com

1. Services. The above-named entity ("Participant") authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions for the payment types Participant designates and which GPS accepts for processing under the terms of this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS’ expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for three years, automatically renewing for additional one-year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days’ written notice to GPS, provided, however, that Participant shall pay to GPS a $2,000 early termination fee if such termination occurs prior to the Agreement’s first anniversary; (ii) by GPS upon 30 days’ written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party’s material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall collect the service fees shown in Attachment “A” based on type of payment processed. GPS shall not charge Participant for services unless stated otherwise in Attachment A. Participant may elect from any or all of the payment types available under the corresponding service fees as follows:

- For cash bail/bond payments, "Service Fee Schedule for Bail Payments" applies.

- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, or other payments associated with reducing or avoiding a term of incarceration, "Service Fee Schedule for Criminal Justice-Related Payments" applies.

- For payments other than bail, postings or those related to a defendant’s criminal justice fee obligations, "Service Fee Schedule for Administrative & Civil Payments" applies.

GPS will apply its then-current service fee to the payment types Participant has selected for processing under this Agreement. GPS may modify any or all service fees at its sole option, providing Participant with 30 days’ advance written notice. ALL SERVICE FEES ARE NON-REFUNDABLE.

4. Disputes and Chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholder’s use of cards to make payments to Participant through GPS. Chargebacks are subject to the terms described in Attachment “B”.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for cardholder data while it is in GPS’s possession, all at GPS’ sole cost.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents,
officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS’ performance under this Agreement. GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT’S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES, EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note “Attention: Account Services”). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant’s behalf (per the fees in Attachment “A”) and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, GovSwipe, etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or (v) add other agencies, departments or sub-agencies (“Affiliated Agencies”) to, or delete Affiliated Agencies from Participant’s use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, “in writing” shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

11. GovSwipe. GPS will provide Participants who select GovSwipe with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology (“Firmware”). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant’s use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers, retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS’s option, Participant will allow GPS and its designated representatives reasonable access to Participant’s premises for training purposes.
and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with GovSwipe are designed to communicate cardholder data to GPS through Participant’s computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via GovSwipe and is enabled solely by Participant’s computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant’s computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS’s expense and by such method as GPS specifies.

12. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

13. Completeness and Execution. This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

CITY OF PINE ISLAND

Rod Steele – Mayor

Date

David Todd – City Administrator

Date

GOVERNMENT PAYMENT SERVICE, INC.

Mark E. MacKenzie
President & Chief Executive Officer

Date

[Logo] GOVPAYNET. This Simple Way to Pay
ATTACHMENT “A” – SERVICE FEES AVAILABLE

<table>
<thead>
<tr>
<th>Service Fee Schedule # CB-169_170 for Cash Bail Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.0%</td>
</tr>
</tbody>
</table>

Bail postings exceeding $10,000 may only be made via the GPS Call Center and are subject to security verifications.

<table>
<thead>
<tr>
<th>Service Fee Schedule # CJR-171_172 for Criminal Justice-Related Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Fee for Payments via Web/Gov$wipe®</td>
</tr>
<tr>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>3.75%</td>
</tr>
<tr>
<td>Minimum Fee = $3.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Fee Schedule ACP-175_176 for Administration &amp; Civil Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments Made via Internet (Web/Gov$wipe®)</td>
</tr>
<tr>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Transaction Range</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>$0.01 &gt; $50.00</td>
</tr>
<tr>
<td>$50.01 &gt; $75.00</td>
</tr>
<tr>
<td>$75.01 &gt; $100.00</td>
</tr>
<tr>
<td>$100.01 &gt; $150.00</td>
</tr>
<tr>
<td>$150.01 &gt; $200.00</td>
</tr>
</tbody>
</table>

For each additional increment of $50.00, or portion thereof, add $2.00

ALL SERVICE FEES ARE NON-REFUNDABLE
ATTACHMENT “B” – PAYMENT INTEGRITY PROGRAM

The Payment Integrity Program (PIP) is an approach to keeping credit card and debit card payments to government and government-related organizations safe, convenient, and economical. Card fraud has reached epidemic proportions and is expected to continue to be a significant, long-term issue for consumers, businesses, and, increasingly, government. Even if a government entity is fully indemnified from card fraud losses, condoning a payment made by card fraud should not be acceptable public policy. Using cards to make payments to government agencies, offices, departments, and providers is an important constituent service that also enhances government operations and finances.

GPS has worked with clients for over 20 years to develop a payment process that best serves the interests of all stakeholders. Our objective is to avoid the harsh fraud control and reclamation measures our competitors impose. Accepting funds stolen by card fraud without imposing consequences encourage more fraud, drive up the cost of using cards to pay civic obligations, and place their good reputations at risk. PIP, described below, is a cooperative “best practice” applying a unique set of features to achieve fraud control while requiring minimal action by GPS clients.

1. NO PARTICIPANT LIABILITY. Under PIP, GPS does not deduct or offset card fraud losses against a Participant’s daily settlement, or terminate a contract or declare a Participant in breach for failing to recoup or reimburse GPS for chargebacks. Instead, PIP establishes voluntary standards for Participants while allowing GPS to determine various service levels based on a Participant’s fraud loss experience and willingness to assist in fraud control and funds reclamation actions.

2. FRAUD PREVENTION. GPS applies multiple preventive measures to help exclude stolen funds from government finances. This involves a variety of technological and procedural methods to identify potential card fraud and respond appropriately. These can include, but are not necessarily limited to, Address Verification System (AVS) checks, caps on payment amounts allowed, and software-based controls. GPS also reviews daily payment activity before settlement and may telephone selected cardholders to confirm a payment’s validity.

3. CHARGEBACK MANAGEMENT. When a cardholder initiates a chargeback within 120 days of a transaction, it automatically results in a provisional credit to the cardholder from a GPS account. If GPS’s investigation shows that a chargeback appears to be the result of a GPS error, GPS will be liable for the chargeback in accordance with industry rules. If GPS determines that a chargeback may be inappropriate, GPS expects the Participant to provide reasonable assistance in any challenge GPS makes. If a Participant decides to challenge a chargeback, GPS will provide reasonable assistance to the Participant.

4. FUNDS RECLAMATION: One of PIP’s goals is to enable Participant to participate in fraud prevention and manage reclamation of stolen funds in a manner that reasonably accommodates Participant practices. Voluntary Participant assistance in funds reclamation is considered an essential component of PIP success. GPS recognizes that the Participant’s ability to assist in reclamation can vary.

A. The funds reclamation process begins with GPS’s receipt of a notice of chargeback. GPS will act within its business discretion in determining which chargebacks may be most cost-effectively reclaimed and suitable for notifying Participant.
B. For funds that have left government control (for example, as discharged bail or paid as child support or restitution) and for which GPS has notified Participant of a chargeback, if the involved government has a continuing relationship with the beneficiary of the card fraud (for example, incarceration, child support obligations, or the granting of a license) GPS expects the Participant will take reasonable measures to recover the amount of the fraud loss by making it a continuing obligation of the individual to be paid to the government then transferred to GPS.

C. For funds that remain in government control even if passed to other agencies or branches by administrative procedure (for example, posted bail not yet discharged or payments of fees, taxes, or other costs and assessments), GPS recommends that Participant and involved government entity (ies) declare the obligation unpaid and take such steps as may be necessary to reclaim funds for reimbursement to GPS as would be the case for any transfer of stolen property. GPS expects reimbursement of such invalidly obtained funds within 60 days of the date GPS notifies Participant of the related chargeback(s).

D. For each chargeback GPS refers to Participant for action, GPS will have made the cardholder whole for lost funds. Participant chargeback reimbursements of reclaimed funds to GPS shall not be subject to Participant offset or reduction. Where feasible, funds reclamation should include GPS’s lost processing fee.

E. If a Participant terminates its contract with GPS, GPS reserves the right to invoice the Participant for chargeback losses occurring within six months of contract termination. Such amounts shall be due and owing in accordance with invoice terms.

5. PROSECUTION: In the event of card fraud involving bail, restitution, probation, or other payments in the criminal justice system, or card fraud for civil payments in large amounts, GPS strongly encourages prosecution to the fullest extent of the law and will provide affidavits, transaction reports, and victim statements as may be needed.

6. REMEDIATION: GPS’s objective is to provide the most user-friendly service possible. Depending upon a Participant’s fraud experience and level of PIP cooperation, GPS reserves the right to adjust service levels including but not limited to stricter AVS standards, imposing caps upon permitted payments, discontinuing payment types, or suspending all services if GPS deems it necessary to maintain payment security.

7. NON-PARTICIPATION: A Participant may elect not to participate in PIP by notifying GPS in writing via email (paymentintegrityprogram@govpaynet.com), facsimile (888-665-4755), or letter (7102 Lakeview Parkway W. Drive, Indianapolis IN 46268) within 30 days of the date of this document or, if a new Participant, at contract execution. Failure to reject PIP participation in writing within 30 days will be deemed acceptance. Rejecting PIP participation or failing to cooperate in reclaiming stolen funds may result in remediation measures, contract non-renewal, or renewal at increased fees.
Date:   April 10, 2017  
To:      Honorable Mayor and City Council of Pine Island, MN  
From: Pine Island Cheese Festival Committee:  
Re:      2017 Cheese Festival Detour/Parade Route/No Parking Plan  

Detour/No Parking (Note – it is the same as the last two years):

From County Road the detour will turn north on Third Ave NE to Third Street NE. It will turn west on Third Street NE and run out to Main Street. Public works will post no parking along both sides of Third Ave NE and Third Street NE for the length of the detour.  

Under advisement from the Goodhue County Sherriff’s Department Public Works will erect a temporary 4 way stop sign at Main and Center Street for pedestrian safety. PI Public Works will post no parking on both sides of Main Street between Center Street and the Main Street Bridge for visibility of trucks into and out of the Pine Island Lumber yard. Approximately 1/3 of the gravel parking lot on the south side of Green’s Antiques will be reserved for public parking to help alleviate the Main Street parking restriction in that block. The balance of that lot will be fenced of and reserved for Festival vendor parking.  

An optional temporary 4 way stop sign may be erected at Third Street N and Main Street to help control traffic coming off of the detour route and onto or through Main Street. This was proposed by the committee, however it was decided to take a “wait and see” approach to this stop sign and install if backed up traffic warrants such.

This detour and stop sign plan has been approved by Goodhue County Engineers and the official permit is in process. See attached map.

The Cheese Festival Grand Parade will be Sunday June 4 at 2 pm and it will follow the same route as it did last year, which some will call the “reverse” of what is traditional. The parade route will start in the 5-12 school grounds and head south on 3rd Ave SE to 5th Street SE. It will go west on Fifth street to Main Street where it will head north through town to 3rd St NW. It will turn west on 3rd street, past Pine Haven Care Center and finish in the Collins Park area. Both sides side of the above mentioned streets will be posted no parking from 8am Sunday morning until the end of the parade. See attached map.
Pine Island Cheese Festival Detour Map

= Proposed Temporary 4 way stop

DETOUR

FESTIVAL GROUNDS

DETOUR

LAND O' LAKES

DETOUR

Center St

3rd Street NE

3rd Ave NE

County Rd 11

To HWY 52
Cheese Festival Parade Route Map
May 10, 2017

VIA EMAIL

City of Pine Island
Rod Steele, Mayor
David Todd, City Administrator
250 South Main Street
PO Box 1000
Pine Island, MN 55963

RE: General Obligation Improvement Bonds, Series 2017A

Honorable Mayor Steele, Members of the City Council, and Mr. Todd:

This letter outlines my recommendations for the structure and sale of $1,175,000 of General Obligation Bonds associated with the City’s 2017 improvements which include reconstruction of 5th Street SW (CSAH 27) from 6th Avenue NW to South Main Street. I must first explain the use of statutory authority to issue these bonds.

General Obligation Improvement Bonds
A City must cite statutory authority before it can provide its “General Obligation Pledge” to a bond issue. The G.O. pledge secures a bond issue with the City’s full taxing authority making the bond issue very low risk to investors which allows us to get lower rates. There are all different types of authority for the G.O. pledge scattered across Minnesota statutes. For this particular project the City will utilize authority granted in Chapters 429 and 475.

G.O. bonds issued under this authority allow us to do so without a special election, although there is a stringent public hearing process that the City Engineer will guide you through. These types of bonds are called “Improvement Bonds”. However, the City must specially assess benefitted property owners in an amount equal to at least 20% of the bond issue. The City may pledge any combination of additional revenues beyond special assessments to the payments whether they be tax levies, utility system revenues or other such things.

Overview of Project and Component Costs
The major component costs and sources of funds are detailed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$1,510,405</td>
</tr>
<tr>
<td>Engineering</td>
<td>254,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>151,000</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL COSTS</strong></td>
<td><strong>1,915,405</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plus Issuance Expenses</td>
<td>45,187</td>
</tr>
<tr>
<td>Plus Capitalized Interest (approx. 6.5 months)</td>
<td>16,669</td>
</tr>
<tr>
<td>Less County Cash Contributions</td>
<td>(800,000)</td>
</tr>
<tr>
<td>Less Construction Fund Earnings</td>
<td>(2,261)</td>
</tr>
</tbody>
</table>

**RECOMMENDED SIZE OF BOND ISSUE:**  
$1,200,000

Payment and Revenue Requirements:
The City of Pine Island intends to specially assess at least $370,000 to benefitting properties. Said assessments shall be certified for collection over a fifteen year period commencing with taxes payable 2018 at an interest rate 1 percentage point above the borrowing rate. The City intends to use assessment revenues to partially cover bond payments. The City shall levy taxes for the difference. The projected average annual levy is estimated at $68,225 commencing with taxes payable 2018.
Please note that the collection of special assessment revenue can be volatile for a variety of reasons. There may be a large sum of pre-paid assessments leading to less interest earnings available to the cash flow. There could also be delinquent payments in any given year. David Drown Associates is available to assist in the proper management of the cash flow should things like this occur.

A conservative estimate of current market conditions would likely yield a net effective rate on the borrowing of approximately 2.8%. However, if rates move up prior to the official sales date by ½ of a percentage point, our annual average levy requirement would increase approximately $2,300 per year. This deal is therefore considered somewhat sensitive to interest rate movement.

Please refer to the attached exhibit for bond details. I will go over these with you in detail at your meeting on May 16th.

Other Options Considered:
We considered other funding options such as use of cash, governmental loans and other such things. These were disregarded for a number of factors including, but not limited to, future capital needs, eligibility, uncertainty and time delays.

$1,175,000 General Obligation Improvement Bonds:
Due to the large size, yet fairly low complexity of the issue, David Drown Associates, Inc. recommends the bonds be sold through a competitive process. A competitive sale is the best way to ensure the lowest overall cost of borrowing.

Key elements of this financing would be:

- Approximate 15 year term to be consistent with prior bond issues of similar nature and proposed assessment term. The term is deemed suitable due to the nature of the improvements contemplated and will provide assessed property owners more affordable annual payments.
- Callable anytime after 2/1/2024 @ par plus accrued interest.
- Offer up to 1.25% discount allowance.
- Standard & Poor's Rating (cost of rating more than offset by interest rate savings)
- Full Disclosure. The City already does full disclosure so no additional costs are incurred by pledging this type of disclosure. Investors will find the deal more attractive as well.

Schedule and Issuance:
The proposed schedule for putting the project financing in place is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 16th, 2017</td>
<td>Set Sale Date of Bond Issue</td>
</tr>
<tr>
<td>June 20th, 2017</td>
<td>Award Sale of Bond Issue</td>
</tr>
<tr>
<td>July 5th, 2017</td>
<td>Closing (on or around this date)</td>
</tr>
</tbody>
</table>

I recommend that the City Council approve the attached resolution setting the sale date for this bond issue. Thank you and I look forward to working with the City of Pine Island on this project.

Yours truly,

[Signature]

Mike Bubany, Associate
David Drown Associates, Inc.

Enc.
EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF PINE ISLAND, MINNESOTA

HELD: May 16, 2017

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Pine Island, Goodhue and Olmsted Counties, Minnesota, was duly held at the Pine Island City Hall in said City on the 17th day of May, 2017, beginning at 7:00 o’clock P.M. for the purpose, in part, of authorizing the competitive negotiated sale of the $1,175,000 General Obligation Improvement Bonds, Series 2017A, of said City.

The following Council members were present:

and the following were absent:

Council member ______________ introduced the following resolution and moved its adoption:

RESOLUTION 17 - 13

RESOLUTION PROVIDING FOR
THE COMPETITIVE NEGOTIATED SALE OF
$1,175,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2017A

A. WHEREAS, the City Council of the City of Pine Island, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City’s $1,175,000 General Obligation Improvement Bonds, Series 2017A (the "Bonds"), to finance the 2017 Improvement Projects (including reconstruction of Fifth Street SW from Sixth Avenue NW to South Main Street) located within the City; and

B. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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


2. Meeting, Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. David Drown, as designee, shall open bids at the time and place specified in such Terms of Offering.

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

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

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Approved this 17th day of May, 2017.
I, the undersigned, being the duly qualified and acting City Clerk of the City of Pine Island, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's $1,175,000 General Obligation Improvement Bonds, Series 2017A.

WITNESS my hand as such Administrator of the City this 17th day of May, 2017.

________________________________________
David Todd
City Administrator
EXHIBIT A

TERMS OF OFFERING

City of Pine Island, Minnesota

$1,175,000

General Obligation Improvement Bonds, Series 2017A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Tuesday, June 20, 2017 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, 55410 after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 a.m., local time on June 20, 2017. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 a.m., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Pine Island nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated July 5, 2017, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2018. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$ 65,000</td>
</tr>
<tr>
<td>2020</td>
<td>70,000</td>
</tr>
<tr>
<td>2021</td>
<td>70,000</td>
</tr>
<tr>
<td>2022</td>
<td>70,000</td>
</tr>
<tr>
<td>2023</td>
<td>70,000</td>
</tr>
<tr>
<td>2024</td>
<td>75,000</td>
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<tr>
<td>2025</td>
<td>75,000</td>
</tr>
<tr>
<td>2026</td>
<td>75,000</td>
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<tr>
<td>2027</td>
<td>$ 80,000</td>
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<tr>
<td>2028</td>
<td>80,000</td>
</tr>
<tr>
<td>2029</td>
<td>85,000</td>
</tr>
<tr>
<td>2030</td>
<td>85,000</td>
</tr>
<tr>
<td>2031</td>
<td>90,000</td>
</tr>
<tr>
<td>2032</td>
<td>90,000</td>
</tr>
<tr>
<td>2033</td>
<td>95,000</td>
</tr>
</tbody>
</table>
TERM BOND OPTION

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds; provided that no serial bond may mature on or after the first mandatory sinking fund redemption date of any term bond. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

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

REGISTRAR

The City will name Northland Trust, Minneapolis, MN, as registrar for the Bonds. Northland Trust shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

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

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The City will also pledge revenues from special assessments against benefitted properties.

The proceeds will be used to finance the 2017 Improvement Projects (including reconstruction of Fifth Street SW from Sixth Avenue NW to South Main Street)

TYPE OF PROPOSALS

Proposals shall be for not less than $1,160,312.50 (98.75%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of $23,500 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be regained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of
the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The proposals will be evaluated on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

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

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a no-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide annual financial and operating information including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any
additional information prior to sale, any prospective purchaser is referred to the Financial Advisor of the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 5 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: May 16, 2017

BY ORDER OF THE CITY COUNCIL

/s/ David Todd
City Administrator
# City of Pine Island, Minnesota

## Proposed for Competitive Sale

### $1,175,000

**General Obligation Improvement Bonds, Series 2017A**

**PRELIMINARY REPORT**

**Uses of Funds**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>1,510,405</td>
</tr>
<tr>
<td>Engineering Costs</td>
<td>254,000</td>
</tr>
<tr>
<td>Contingency Amount</td>
<td>151,000</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>1,915,405</strong></td>
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**Underwriter's Discount**

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<thead>
<tr>
<th>Percentage</th>
<th>Amount</th>
</tr>
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<tr>
<td>1.25%</td>
<td>14,000</td>
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**Unused Discount**

<table>
<thead>
<tr>
<th>Fiscal Fee</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Vermont</td>
<td>13,000</td>
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**Rating Agency**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Standard &amp; Poor's, Inc.</td>
<td>9,500</td>
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**Issuing Bank**

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<tr>
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<tr>
<td>Kennedy &amp; Gravelin, Chartered</td>
<td>6,000</td>
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**Printing & Misc**

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<tr>
<th>Amount</th>
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<tr>
<td>750</td>
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**Capitalized Interest**

<table>
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<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>16,669</td>
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**Surplus Funds**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
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**Total Sources of Funds**

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<thead>
<tr>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1,977,261</td>
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**Bond Issue**

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<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>1,175,000</td>
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**County Contribution**

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<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>800,000</td>
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**City General Fund Cash**

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<tr>
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**Bond Premium**

<table>
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<tr>
<th>Amount</th>
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</table>

**Construction Fund Earnings**

<table>
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<tr>
<th>Amount</th>
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<tr>
<td>2,261</td>
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**Payment Schedule & Cashflow**

**Payment Schedule**

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<thead>
<tr>
<th>Period ending</th>
<th>Principal</th>
<th>Rate</th>
<th>Interest</th>
<th>Total PLUS 5%</th>
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<tr>
<td>7/5/2018</td>
<td>-</td>
<td>-</td>
<td>16,669</td>
<td>16,669</td>
</tr>
<tr>
<td>2/1/2019</td>
<td>65,000</td>
<td>1.5%</td>
<td>29,130</td>
<td>94,130</td>
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<tr>
<td>2/1/2020</td>
<td>70,000</td>
<td>1.5%</td>
<td>27,828</td>
<td>97,828</td>
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<tr>
<td>2/1/2021</td>
<td>70,000</td>
<td>1.5%</td>
<td>26,633</td>
<td>96,633</td>
</tr>
<tr>
<td>2/1/2022</td>
<td>70,000</td>
<td>1.5%</td>
<td>25,338</td>
<td>95,338</td>
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<tr>
<td>2/1/2023</td>
<td>70,000</td>
<td>1.5%</td>
<td>24,043</td>
<td>94,043</td>
</tr>
<tr>
<td>2/1/2024</td>
<td>75,000</td>
<td>2.45%</td>
<td>22,748</td>
<td>97,748</td>
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<tr>
<td>2/1/2025</td>
<td>75,000</td>
<td>2.45%</td>
<td>20,910</td>
<td>95,910</td>
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<tr>
<td>2/1/2026</td>
<td>75,000</td>
<td>2.45%</td>
<td>19,073</td>
<td>94,073</td>
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<tr>
<td>2/1/2027</td>
<td>80,000</td>
<td>2.45%</td>
<td>17,235</td>
<td>97,235</td>
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<td>2/1/2028</td>
<td>80,000</td>
<td>2.70%</td>
<td>15,275</td>
<td>95,275</td>
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<tr>
<td>2/1/2029</td>
<td>85,000</td>
<td>2.70%</td>
<td>13,115</td>
<td>98,115</td>
</tr>
<tr>
<td>2/1/2030</td>
<td>85,000</td>
<td>2.70%</td>
<td>10,820</td>
<td>95,820</td>
</tr>
<tr>
<td>2/1/2031</td>
<td>90,000</td>
<td>3.10%</td>
<td>8,525</td>
<td>98,525</td>
</tr>
<tr>
<td>2/1/2032</td>
<td>90,000</td>
<td>3.10%</td>
<td>5,735</td>
<td>95,735</td>
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<tr>
<td>2/1/2033</td>
<td>95,000</td>
<td>3.10%</td>
<td>2,945</td>
<td>97,945</td>
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</table>

<table>
<thead>
<tr>
<th>Collection Year</th>
<th>Special Assmnts</th>
<th>Tax Levies</th>
<th>Surplus Account Balance</th>
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<tr>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>(16,669)</td>
</tr>
<tr>
<td>2018</td>
<td>32,888</td>
<td>65,948</td>
<td>-</td>
</tr>
<tr>
<td>2019</td>
<td>32,888</td>
<td>69,936</td>
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<tr>
<td>2020</td>
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</tr>
<tr>
<td>2022</td>
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<td>65,857</td>
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<td>69,747</td>
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<td>-</td>
</tr>
<tr>
<td>2032</td>
<td>32,888</td>
<td>69,954</td>
<td>-</td>
</tr>
</tbody>
</table>

David Drown Associates, Inc.
May 10, 2017

VIA EMAIL

City of Pine Island
Rod Steele, Mayor
David Todd, City Administrator
250 South Main Street
PO Box 1000
Pine Island, MN 55963

RE: Proposed Redevelopment TIF District No. 1-16 / Taxable GO TIF Bonds

Honorable Mayor Steele, Members of the City Council, and Mr. Todd:

I have been requested to present the basic structure for a Tax Increment Financing package that would be used to assist the redevelopment of substandard downtown property into high end housing units. This structure has been presented to the Economic Development Authority and the proposed Developers and has been received favorably by both parties.

The Developers desires assistance to write down land acquisition, demolition and site improvement expenses so that they can achieve the appropriate debt service coverage required for them to secure financing for the project. I have presented a structure whereby the City would issue Taxable General Obligation TIF Bonds ($300,000 to $400,000) to acquire and possibly clear the site and a subordinated Pay as You Go Contract to the Developers to reimburse them for eligible site improvement expenses. The Developers plan to build a 35 unit high end apartment complex on the site.

The expected taxable valuation of the completed project far exceeds the existing value and would generate tax increment revenue sufficient to cover the bond payments and then some. The annual excess revenue, if realized, would make payments on the subordinated Pay as You Go Contract. In other words, the bonds get paid first and the Developers get paid second if at all depending upon the actual revenues collected. While the City would be obligated to cover any shortfalls on the bonds, there would be no obligation to cover any shortfalls on the Pay as You Go Contract.

This does represent a level of risk for the City. Any number of factors could cause tax increment revenues to fall short of bond payments in which case the City would have to levy for the difference. However, We would term the bonds about 10 years shorter than the actual potential life of the TIF District. We would leave the TIF District open and attempt to recover any losses in those final years. While normally I shy away from up-front TIF assistance such as this, I believe we have structured and sized this deal in a way that mitigates risk for the City quite nicely.

I will present this information at your May 16th Council meeting. Assuming the Council wishes to proceed, I will ask them to adopt the enclosed Resolution Calling for Public Hearing.

Yours truly,

[Signature]

Mike Bubany, Associate
David Drown Associates, Inc.

Enc. Resolution Call Hearing, Distribution List & Schedule of Events

cc Devin Swanberg, Pine Island EDA Director
# City of Pine Island, Minnesota
Redevelopment TIF District No. 1-16 Proposed

## Downtown Redevelopment Project

### Tax Increment Projections

#### Valuations & Projected Increases

<table>
<thead>
<tr>
<th>TAXABLE Market Value</th>
<th>Tax Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed Value</td>
<td>$3,700,000</td>
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<tr>
<td>Less Original Value</td>
<td>$2,299,600</td>
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<tr>
<td>Total Increase in Value</td>
<td>$3,473,200</td>
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</table>

Estimated Total Real Estate Taxes >> $79,347

### Projected MV Inflation

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<thead>
<tr>
<th>Year</th>
<th>Payable</th>
<th>Net Captured</th>
<th>Retained</th>
<th>Projected</th>
<th>Gross</th>
<th>TIF</th>
<th>Tax</th>
<th>Rate</th>
<th>Increment</th>
<th>Adjustments</th>
<th>TOTAL REVENUES</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Net Capacity</td>
<td>Disparities</td>
<td>Tax Capacity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rate</td>
<td>Increment</td>
<td>Admin State Auditor’s</td>
<td>NET</td>
</tr>
<tr>
<td>2017</td>
<td>43,415</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2018</td>
<td>43,415</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
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<td>-</td>
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</tr>
<tr>
<td>2019</td>
<td>43,415</td>
<td>-</td>
<td>43,415</td>
<td>136%</td>
<td>59,044</td>
<td>1,755</td>
<td>213</td>
<td>-</td>
<td>-</td>
<td>57,067</td>
<td>-</td>
</tr>
<tr>
<td>2020</td>
<td>43,415</td>
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<td>1,755</td>
<td>213</td>
<td>-</td>
<td>-</td>
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<td>1,755</td>
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<tr>
<td>2028</td>
<td>43,415</td>
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<td>1,755</td>
<td>213</td>
<td>-</td>
<td>-</td>
<td>57,067</td>
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</tr>
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<td>43,415</td>
<td>-</td>
<td>43,415</td>
<td>136%</td>
<td>59,044</td>
<td>1,755</td>
<td>213</td>
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<td>213</td>
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|                  | 1,535,154 | 45,889 | 5,527 | 1,480,739 |
City of Pine Island, Minnesota (Goodhue County)  
$345,000  
General Obligation Tax Increment Financing Bonds (TAXABLE)  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Site Acquisition</td>
<td>225,000</td>
</tr>
<tr>
<td>Site Preparation</td>
<td>60,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>6,000</td>
</tr>
<tr>
<td>Capital Costs</td>
<td>291,000</td>
</tr>
<tr>
<td>Placement Agent Fee</td>
<td>5,000</td>
</tr>
<tr>
<td>Issuance</td>
<td>14,500</td>
</tr>
<tr>
<td>TIF Setup / Dev Contract / Admin</td>
<td>7,750</td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td>31,050</td>
</tr>
<tr>
<td>Rounding</td>
<td>(4,300)</td>
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<td><strong>Total</strong></td>
<td><strong>345,000</strong></td>
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**Borrowing Amount**

<table>
<thead>
<tr>
<th>Date</th>
<th>PRIN</th>
<th>COUPON</th>
<th>INT</th>
<th>PMT</th>
<th>PMT + 5%</th>
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<tbody>
<tr>
<td>8/1/2017 Dated Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/1/2018</td>
<td></td>
<td>6.00%</td>
<td>10,350</td>
<td>10,350</td>
<td>10,350</td>
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<tr>
<td>2/1/2019</td>
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<td>6.00%</td>
<td>20,700</td>
<td>20,700</td>
<td>20,700</td>
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<tr>
<td>2/1/2020</td>
<td>17,000</td>
<td>6.00%</td>
<td>20,700</td>
<td>37,700</td>
<td>39,585</td>
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<tr>
<td>2/1/2021</td>
<td>18,000</td>
<td>6.00%</td>
<td>19,680</td>
<td>37,680</td>
<td>39,564</td>
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<td>6.00%</td>
<td>18,600</td>
<td>37,600</td>
<td>39,480</td>
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<tr>
<td>2/1/2023</td>
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<td>6.00%</td>
<td>17,460</td>
<td>37,460</td>
<td>39,333</td>
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<tr>
<td>2/1/2024</td>
<td>21,000</td>
<td>6.00%</td>
<td>16,280</td>
<td>37,280</td>
<td>39,123</td>
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<td>2/1/2025</td>
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<td>15,000</td>
<td>37,000</td>
<td>38,850</td>
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<td>2/1/2026</td>
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<td>13,680</td>
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<tr>
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<td>12,420</td>
<td>37,240</td>
<td>39,102</td>
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<td>2/1/2028</td>
<td>26,000</td>
<td>6.00%</td>
<td>10,740</td>
<td>36,740</td>
<td>36,577</td>
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<tr>
<td>2/1/2029</td>
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<td>9,180</td>
<td>37,180</td>
<td>39,039</td>
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<td>38,500</td>
<td>38,325</td>
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<td>2/1/2031</td>
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<td>6.00%</td>
<td>5,780</td>
<td>35,780</td>
<td>37,548</td>
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<td>2/1/2032</td>
<td>32,000</td>
<td>6.00%</td>
<td>3,960</td>
<td>35,960</td>
<td>37,758</td>
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<tr>
<td>2/1/2033</td>
<td>34,000</td>
<td>6.00%</td>
<td>2,040</td>
<td>36,040</td>
<td>37,942</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>345,000</strong></td>
<td></td>
<td><strong>203,850</strong></td>
<td><strong>548,850</strong></td>
<td><strong>574,740</strong></td>
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</tbody>
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Downtown Redevelopment Project  
Cash Flow Analysis  
PRELIMINARY
Luxury Apartments in Pine Island, MN

Purpose: Pro Forma Analysis
Project Name: TBD
Location: 301 Main Street, Pine Island, MN 55963
Property Type: Multi-Family Residential
Date: 3 April 2017
Units: 35
Underground Parking Garage: Yes

Estimated Build Price: $5,425,001
Loans: $4,340,000.80
Down Payment: $1,085,000.20

Average Unit Size: Approx. 1025 sq. ft.
Total Rental Area: 35,875
RFP Proposed Rental Rate: $1.43 per square foot

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Annual income</td>
<td>$615,000</td>
</tr>
<tr>
<td>Vacancy &amp; Credit Loss</td>
<td>6.5%</td>
</tr>
<tr>
<td><strong>Effective Income</strong></td>
<td>$575,025</td>
</tr>
<tr>
<td>Utilities: Building common areas</td>
<td>$15,000</td>
</tr>
<tr>
<td>and domestic hot water</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$25,000</td>
</tr>
<tr>
<td>Maintenance/Grounds Keeping</td>
<td>$15,000</td>
</tr>
<tr>
<td>Management/Advertising/Legal</td>
<td>$40,000</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>$80,000</td>
</tr>
<tr>
<td>TIF Reimbursement</td>
<td>$18,232</td>
</tr>
<tr>
<td><strong>Net Operating Income (NOI):</strong></td>
<td>$418,257</td>
</tr>
<tr>
<td>Annual Mortgage Payment (4.5%)</td>
<td>$329,484</td>
</tr>
<tr>
<td><strong>Annual Net Operating Cash Flow:</strong></td>
<td>$88,773</td>
</tr>
</tbody>
</table>

Assumptions:
Top Floor Apartments - 2 bedroom, 2 bath - Quantity 12 - $1,525/mo.
2 Bedroom, 2 bath - Quantity 20 - $1,475/mo.
Studio or 1 Bedroom - Quantity 3 - $1,150/mo.
Average Build Cost Per Unit - $155,000

127% Debt Coverage Ratio
DISTRIBUTION LIST

City of Pine Island, Minnesota

Tax Increment Financing Plan for
Tax Increment Financing District No. 1-16 within
Municipal Development District No. 1
(Redevelopment District)

Municipality:  City of Pine Island
David Todd, City Administrator
250 South Main Street
Pine Island, MN  55963
507-356-4591
david.todd@ci.pineisland.mn.us

5029 Upton Avenue South
Minneapolis, MN  55410
612-920-3320 | fax 612-605-2375

Mike Bubany, Associate
29359 County 38
Spring Valley, MN  55975
phone | fax: 507-346-7895
mike@daviddrown.com

County:  Goodhue County
Carolyn Holmsten, Finance Director
509 West 5th Street
Red Wing, MN  55066
651-385-3040 | fax: 651-267-4878
carolyn.holmsten@co.goodhue.mn.us

County Commissioner
Barney Nesseth, District 3
41595 County 8 Boulevard
Zumbrota, MN  55992
507-824-2003
byron.nesseth@co.goodhue.mn.us

School District:  Pine Island Public Schools, ISD 255
Tamara Berg-Beniak, Superintendent
PO Box 398
Pine Island, MN  55934
(507) 356-4849
tammyb@pineisland.k12.mn.us

Newspaper:  News-Record
PO Box 97
Zumbrota, MN  55992
507-732-7617
published weekly on Wednesday
publication request deadline 4:30 pm on the Friday prior
news@zumbrota.com  attn:  Matt

Developer:  Judisch and Judisch Enterprises, Inc.
Jamie Judisch, Vice President
2621 Oak Hills Drive SW
Rochester, MN  55902
507-288-8096
jamie@judisch.com
## PROJECT SCHEDULE OF EVENTS

City of Pine Island, Minnesota

Tax Increment Financing Plan for
Tax Increment Financing District No. 1-16 within
Municipal Development District No. 1
(Redevlopment District)

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Council authorizes preparation of TIF Plan</td>
<td>May 16, 2017</td>
</tr>
<tr>
<td><strong>City Council adopts Resolution Calling for Public Hearing</strong></td>
<td>May 16</td>
</tr>
<tr>
<td>Notice/letter to County Commissioner</td>
<td>May 26</td>
</tr>
<tr>
<td>Building Inspections to be completed</td>
<td>by June 12</td>
</tr>
<tr>
<td>Draft TIF Plan to County and School District</td>
<td>by June 16</td>
</tr>
<tr>
<td>Deadline to Submit Publication Request</td>
<td>June 23</td>
</tr>
<tr>
<td>Publish Notice of Public Hearing</td>
<td>June 28</td>
</tr>
<tr>
<td><strong>PUBLIC HEARING</strong></td>
<td>7:00 pm – July 18, 2017</td>
</tr>
<tr>
<td>City Council adopts Approving Resolution Establishing TIF District No. 1-16 and Municipal Development District No. 1</td>
<td>July 18</td>
</tr>
<tr>
<td>City issues building permit, requests certification of TIF District No. 1-16</td>
<td>after July 18, 2017</td>
</tr>
</tbody>
</table>

CITY COUNCIL: *Meets the 3rd Tuesday of every Month @ 7:00 pm*

OFFICIAL NEWSPAPER: *News-Record*

*Published Wednesdays, Publication Request Deadline is Friday prior*
EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
PINE ISLAND, MINNESOTA

HELD: May 16, 2017

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Pine Island, Goodhue County, Minnesota, was duly held at the City Hall on Tuesday, the 16th day of May, 2017, at 7:00 o'clock p.m. for the purpose, in part, of calling a public hearing on the proposed establishment of Tax Increment Financing District No. 1-16 within Municipal Development District No. 1, and the Tax Increment Financing Plan relating thereto.

The following Councilmembers were present:

and the following were absent;

Councilmember ________________ introduced the following resolution and moved its adoption;

RESOLUTION NO. 17-15

CALLING PUBLIC HEARING ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-16 WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1, AND THE ADOPTION OF A TAX INCREMENT FINANCING PLAN RELATING THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Pine Island, Minnesota (the "City"), as follows:

1. Public Hearing. This Council shall meet on Tuesday, July 18, 2017, at approximately 7:00 p.m. to hold a public hearing on the following matters; (a) the proposed establishment of Tax Increment Financing District No. 1-16 within Municipal Development District No. 1, and (b) the adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Section 469.174 to 469.1794, inclusive, as amended (the "Act").

2. Notice of Hearing. Filing of Program and Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Tax Increment Financing Plan on file in City Administrator’s Office at City Hall and to make such copies available for inspection by the public.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember ________________ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.
I, the undersigned, being the duly qualified and acting Administrator of the City of Pine Island, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of Pine Island, Minnesota duly called and held, as such minutes relate to the calling of a public hearing on the City's tax increment financing district.

______________________________
David Todd, City Administrator
EXHIBIT A

CITY OF PINE ISLAND
COUNTY OF GOODHUE
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING
ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-16
WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Pine Island, Goodhue County, Minnesota, will hold a public hearing on Tuesday, July 18, 2017, at 7:00 p.m., at the Pine Island City Hall in the City of Pine Island, Minnesota, relating to the (a) the proposed establishment of Tax Increment Financing District No.1-16 within Municipal Development District No. 1, and (b) the adoption of the Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Administrator at City Hall.

The property included in Tax Increment Financing District No. 1-16 is described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the proposed Tax Increment Financing District is set forth below:

(INSERT MAP of Tax Increment Financing District)

All interested persons may appear at the hearing and present their view orally or in writing.

BY ORDER OF THE CITY COUNCIL

/s/ David Todd,
City Administrator
OPTION TO PURCHASE AGREEMENT
305 Main Street, Pine Island, Minnesota

THIS OPTION AGREEMENT is made and entered into this _____ day of ______________, 201_ (“Effective Date”) by and between the City of Pine Island, a municipal corporation under the laws of the State of Minnesota (the “Buyer”) and Gerald M. Vettel and Loraine Vettel, husband and wife (the “Seller”).

WITNESSETH:

WHEREAS, the Seller is the owner of real property located in the City of Pine Island, Goodhue County, Minnesota, being legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Buyer wishes to obtain an option to purchase the Property; and

WHEREAS, the Seller is willing to grant to the Buyer an exclusive option to purchase the Property under certain terms and conditions; and

NOW, THEREFORE, the Seller and the Buyer have agreed to set forth their agreement regarding the Property pursuant to this Option Agreement (the “Agreement”), as follows:

1. **Option Payment**. The Seller hereby acknowledges receipt from the Buyer of the sum of $1,000.00 which shall constitute the option payment (the “Option Payment”) hereunder. The Option Payment shall be refundable if Buyer is not able to obtain an Option to Purchase Agreement to Purchase property at 301 Main Street, Pine Island, Minnesota, within 60 days of this Agreement; otherwise the Option Payment is non-refundable and shall be retained by the Seller as consideration for granting the Option. In the event that the Buyer purchases the Property pursuant to this Agreement, the Option Payment shall be credited against the Purchase Price payable for the Property as set forth in Section 4 below.

2. **Grant of Option**. In consideration for the Option Payment, the Seller hereby grants to the Buyer the exclusive option to purchase the Property for the Purchase
Price described in Section 4 during the Option Period described in Section 3 (the “Option”).

3. **Option Period.**

3.1 The period during which the Option may be exercised by the Buyer (the “Option Period”) shall commence upon the Effective Date of this Agreement and shall expire 120 days later on ________________. If the Seller decides that Seller would like to sell the Property prior to __________, Seller shall notify the Buyer in writing and provide the Buyer with 30 days to decide whether it would like to exercise its option to purchase the Property. In the event that the Buyer decides not to purchase the Property, Seller may sell the Property to a third party.

3.2 If the Buyer does not timely exercise the Option or closing does not occur for any reason whatsoever other than due to the Seller’s default hereunder, the Option shall lapse and the Option Payment made shall be retained by the Seller and the Buyer shall have no further rights with respect to the Property.

4. **Purchase Price.** The total purchase price for the Property shall be $96,000.00 (“Purchase Price”). The balance of the Purchase Price (Purchase Price minus Option Payment) shall be payable at closing.

5. **Exercise of Option.** This Option shall be deemed exercised if, within the Option Period, the Buyer gives written notice to the Seller of the Buyer’s intent to exercise the Option. If the Buyer exercises the Option and the Seller defaults in any obligations under this Option Agreement, the Buyer shall have the right to enforce specific performance of this Option Agreement.

6. **Due Diligence Investigation.** Commencing on the date that the Buyer exercises this Option, the Buyer shall have a due diligence period of 120 days (“Due Diligence Period”) to make all such investigations as the Buyer, in its sole and absolute discretion, deems reasonable and necessary in determining the suitability of the Property for the Buyer’s needs. The Seller acknowledges that the Buyer may deem the Property unsuitable. All such investigations, reviews and approvals shall be at the Buyer’s expense.

6.1. **Right of Entry.** During the Due Diligence Period, the Buyer shall have the right to enter upon the Property for the purpose of taking soil tests and borings, making surveys and maps and performing investigative work, including environmental testing and assessment, as the Buyer may deem necessary; provided, however, the Buyer shall indemnify and hold the Seller harmless from any mechanics’ liens or claims arising out of such investigative work by the Buyer. The Buyer may assign this right to a third party or parties at its sole discretion.
6.2 **Title.** Buyer may make such investigations of the title to the Property as it desires and may make objections to title at any time prior to Closing, the objections to be made in writing. Buyer need not object to mortgages or other liens. If not sooner satisfied, Seller shall satisfy any mortgages on other liens against the Property at the Closing. If any objections are so made, Seller shall be allowed until the Closing Date to cure such objections and make the title to the Property good and marketable of record in Seller. Seller will have no obligation to cure any objections. If the title to the Property is not good and marketable of record in Seller on the Closing Date, Buyer, as its sole and exclusive remedy, may either:

a. Terminate this Agreement by giving written notice to Seller; or

b. Elect to accept the title in its unmarketable condition and without reduction of the Purchase Price by giving written notice to Seller.

7. **Contingencies.**

7.1 If the Buyer exercises the Option, the Buyer’s obligation to purchase the Property shall be contingent on the following:

a. By the end of the Due Diligence Period, the Buyer has determined, in its sole and absolute discretion, that it is satisfied with the results and matters disclosed by the Buyer’s investigation of the Property pursuant to Section 6 of this Agreement;

b. On or before the closing date, the Buyer has obtained all government approvals required for the Buyer’s intended use of the Property;

c. Approval of the purchase of the Property by the Buyer’s governing body;

d. The condition of title being satisfactory to the Buyer following the Buyer’s examination of title as provided in Section 6 of this Agreement;

e. The City Council of the City of Pine Island holding a public hearing and approving the creation of a tax increment district encompassing the Property;

f. The Pine Island Economic Development Authority approving the creation of a tax increment district encompassing the Property;

g. The Buyer entering into a Development Agreement for the redevelopment of the Property with a developer; and

h. The City Council of the City of Pine Island approving the issuance of and selling bonds to finance the purchase of the Property.
7.2 The contingencies as set forth above are for the benefit of the Buyer and may be waived by the Buyer in the Buyer’s sole discretion. Notwithstanding any other provision in this Option Agreement, a waiver of a contingency must be in writing to be effective. At the end of the Due Diligence Period, the Buyer will give written notice to the Seller of the contingencies that have been waived, satisfied, or neither waived nor satisfied.

7.3 If closing does not occur due to the failure of any of the above contingencies, the Seller shall be entitled to retain the Option Payment as provided in Section 3.2 of this Agreement.

8. Closing.

8.1 Closing Date. The closing shall occur within 30 days after the earlier of the expiration of the Buyer’s 120-day Due Diligence Period or the Buyer’s written notice that the contingencies set forth in Section 7.1 have been either been waived or satisfied.

8.2. Documents to be Delivered by the Seller. The Seller agrees to deliver to the Buyer the following documents, duly executed as appropriate, at closing:

a. A duly recordable warranty deed (the “Deed”) for the Property conveying fee simple title to the Property to the Buyer, free and clear of any mortgages, liens or encumbrances;

b. An affidavit from the Seller sufficient to remove any exception in the title policy for mechanics’ and materialmens’ liens arising from matters created by Seller;

c. A completed Minnesota Well Disclosure Certificate, unless the Deed includes the statement “the Seller certifies that the Seller does not know of any wells on the described Property;”

d. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes or rules or city ordinances;

e. Bring Down Certificate confirming representations and warranties set forth in this Agreement are true and correct as of the date of closing.

f. An affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and
g. Customary affidavits, certificates and such other documents as the Buyer reasonably may request to carry out the transactions contemplated under this Option Agreement.

8.3 Closing Costs and Adjustments. Except as otherwise specifically provided in this Option Agreement, the costs of the purchase transaction shall be paid and allocated as follows:

a. Title and Related Costs. The Buyer shall pay the fees for title evidence and searches deemed necessary by Buyer, all premiums required for issuance of a title insurance policy and any survey costs. All closing fees charged by the title company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Option Agreement shall be paid by the Buyer. Buyer shall pay recording fee for the Warranty Deed.

b. Deed Tax and Recording Fees. The Seller shall pay any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the warranty deed to be delivered by the Seller. The Seller shall pay all costs, taxes and recording fees and charges related to the filing documents necessary to place record title in the condition warranted herein.

c. Tests and Reports. The Buyer shall pay the fees of any surveys, soil tests, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer in connection with its purchase of the Property.

d. Government Approvals. The Buyer shall pay all costs for obtaining government approvals that may be required in order to close on the Property or as required for the Buyer’s intended use of the Property. At the Buyer’s request, the Seller will join in any application for any government approval requested by the Buyer.

9. Real Estate Taxes and Assessments.

9.1 In the event Buyer exercises the Option, the parties shall pay and allocate real estate taxes and special assessments with respect to the Property as follows:

a. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties or interest, for the years prior to the year in which closing occurs. The Buyer and the Seller shall prorate as of the date of closing the real estate taxes for the Property that are due and payable in the year of closing.

b. The Seller shall pay all special assessments levied against the Property as of the closing date, including special assessments
10. Seller’s Representations and Warranties. The Seller hereby represents and warrants to the Buyer, and the Seller will represent and warrant to Buyer as of the closing date that:

10.1 Title. The Seller has fee simple title to the Property.

10.2 Condemnation. There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.

10.3 Defects. The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements and restrictions.

10.4 Legal Compliance. The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions.

10.5 Legal Proceedings. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and Seller has no knowledge that any such action is presently contemplated.

10.6 Refuse and Hazardous Materials. The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller’s best actual knowledge and belief, there are no “Hazardous Materials” (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller’s best actual knowledge and belief:

10.6.1 The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;
10.6.2 No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;

10.6.3 There are no underground or aboveground storage tanks on the Property; and

10.6.4 Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, “Occupant”) has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term “Hazardous Materials” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

10.7 Legal Capacity. The Seller has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

10.8 Leases. There are no third parties in possession of the Property, or any part thereof; and there are no leases, oral or written, affecting the Property or any part thereof.

10.9 Foreign Status. The Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.

10.10 Methamphetamine Production. To the best of the Seller’s knowledge, methamphetamine production has not occurred on the Property.
10.11 **Well Disclosure Statement.** Seller certifies the well status on the property as follows:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- The wells on the Property are in use.
- The wells on the Property have been sealed by a licensed well contractor (attach sealing records).
- Seller is familiar with the property described in this Agreement and certifies that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

The Seller’s representations and warranties set forth in this Section 10 shall be continuing and are deemed to be material to the Buyer’s execution of this Option and the Buyer’s performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the closing date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations and attorneys’ fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

11. **Assignment of Option.** The Buyer shall not assign this Option Agreement to a third party without the consent of the Seller.

12. **Notices.** Any notice, demand, request or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed have been given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

   a. **If to the Seller:**
      
      Gerald Vettel  
      Loraine Vettel  
      P.O. Box 436  
      Pine Island, MN 55963  

   b. **If to the Buyer:**
      
      City of Pine Island  
      Attn: David Todd, City Administrator  
      P.O. Box 1000  
      Pine Island, MN 55963-1000
with a copy to: Robert Vose
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or such other address as either party may give to another party in accordance with this Section 12.

13. Brokers. The Seller represents and warrants to the Buyer that the Seller has not dealt with any brokers in connection with the transaction contemplated by this Option Agreement. The Seller agrees to indemnify, defend and hold the Buyer harmless from the claims of any broker, real estate agent or similar party claiming through the Seller.

14. Binding Effect. This Option Agreement binds and benefits the parties and their successors and assigns.

15. No Partnership or Joint Venture. Nothing in this Option Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

16. Entire Agreement. This Option Agreement contains the entire understanding of the parties hereto with respect to the Property and supersedes all prior agreements or understandings between the parties with respect to the same.

17. Cumulative Rights. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

18. Amendment and Modification. No amendment, modification or waiver of any condition, provision or term of this Option Agreement shall be valid or have any effect unless made in writing, signed by the party to be bound and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by either party of any defaults by the other party shall not affect or impair any right arising from any previous or subsequent default.

19. Severability. Each provision, section, sentence, clause, phrase or word of this Option Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Option Agreement is determined to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of remainder of this Option Agreement.

20. State Law. This Option Agreement shall be construed and enforced in accordance with the laws of Minnesota.
21. Agreement to Run with the Land. This Agreement shall be recorded by the Buyer at its expense in the records of Goodhue County. This Agreement shall run with the land and is binding upon the Owner, her heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be executed as of the day and year first written above.

SELLER

________________________________________
Gerald Vettel

________________________________________
Loraine Vettel

STATE OF MINNESOTA )
 ) ss.
COUNTY OF GOODHUE )

The foregoing instrument was acknowledged before me this _____ day of ________________, 20___, by Gerald Vettel and Loraine Vettel, husband and wife.

________________________________________
Notary Public
BUYER

CITY OF PINE ISLAND

By: ____________________________
   Rod Steele
   Its: Mayor

By: ____________________________
   David Todd
   Its: City Administrator

STATE OF MINNESOTA  )
                    ) ss.
COUNTY OF GOODHUE  )

The foregoing instrument was acknowledged before me this ____ day of ____________, 201__, by Rod Steele and David Todd, the Mayor and City Administrator, respectively of the City of Pine Island, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

__________________________________________
Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300
EXHIBIT A

Legal Description of the Property

The South One-Half (S 1/2) of Lot One (1), Block Thirty-four (34), Original Plat of the Village (now City) of Pine Island, Goodhue County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for said County.
OPTION TO PURCHASE AGREEMENT
301 South Main Street, Pine Island, Minnesota

THIS OPTION AGREEMENT is made and entered into this _____ day of _____________, 201_ (“Effective Date”) by and between the City of Pine Island, a municipal corporation under the laws of the State of Minnesota (the “Buyer”) and Fredrick Majerus and Eileen Majerus, husband and wife (the “Seller”).

WITNESSETH:

WHEREAS, the Seller is the owner of real property located in the City of Pine Island, Goodhue County, Minnesota, being legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Buyer wishes to obtain an option to purchase the Property; and

WHEREAS, the Seller is willing to grant to the Buyer an exclusive option to purchase the Property under certain terms and conditions; and

NOW, THEREFORE, the Seller and the Buyer have agreed to set forth their agreement regarding the Property pursuant to this Option Agreement (the “Agreement”), as follows:

1. Option Payment. The Seller hereby acknowledges receipt from the Buyer of the sum of $1,000.00 which shall constitute the option payment (the “Option Payment”) hereunder. The Option Payment shall be refundable if Buyer is not able to obtain an Option to Purchase Agreement to Purchase property at 305 Main Street South, Pine Island, Minnesota, within 60 days of this Agreement; otherwise the Option Payment is non-refundable and shall be retained by the Seller as consideration for granting the Option. In the event that the Buyer purchases the Property pursuant to this Agreement, the Option Payment shall be credited against the Purchase Price payable for the Property as set forth in Section 4 below.

2. Grant of Option. In consideration for the Option Payment, the Seller hereby grants to the Buyer the exclusive option to purchase the Property for the Purchase
Price described in Section 4 during the Option Period described in Section 3 (the “Option”).

3. **Option Period.**

3.1 The period during which the Option may be exercised by the Buyer (the “Option Period”) shall commence upon the Effective Date of this Agreement and shall expire 120 days later on ________________. If the Seller decides that Seller would like to sell the Property prior to __________, Seller shall notify the Buyer in writing and provide the Buyer with 30 days to decide whether it would like to exercise its option to purchase the Property. In the event that the Buyer decides not to purchase the Property, Seller may sell the Property to a third party.

3.2 If the Buyer does not timely exercise the Option or closing does not occur for any reason whatsoever other than due to the Seller’s default hereunder, the Option shall lapse and the Option Payment made shall be retained by the Seller and the Buyer shall have no further rights with respect to the Property.

4. **Purchase Price.** The total purchase price for the Property shall be $80,000.00 (“Purchase Price”). The balance of the Purchase Price (Purchase Price minus Option Payment) shall be payable at closing.

5. **Exercise of Option.** This Option shall be deemed exercised if, within the Option Period, the Buyer gives written notice to the Seller of the Buyer’s intent to exercise the Option. If the Buyer exercises the Option and the Seller defaults in any obligations under this Option Agreement, the Buyer shall have the right to enforce specific performance of this Option Agreement.

6. **Due Diligence Investigation.** Commencing on the date that the Buyer exercises this Option, the Buyer shall have a due diligence period of 120 days (“Due Diligence Period”) to make all such investigations as the Buyer, in its sole and absolute discretion, deems reasonable and necessary in determining the suitability of the Property for the Buyer’s needs. The Seller acknowledges that the Buyer may deem the Property unsuitable. All such investigations, reviews and approvals shall be at the Buyer’s expense.

6.1. **Right of Entry.** During the Due Diligence Period, the Buyer shall have the right to enter upon the Property for the purpose of taking soil tests and borings, making surveys and maps and performing investigative work, including environmental testing and assessment, as the Buyer may deem necessary; provided, however, the Buyer shall indemnify and hold the Seller harmless from any mechanics’ liens or claims arising out of such investigative work by the Buyer. The Buyer may assign this right to a third party or parties at its sole discretion.
6.2 **Title.** Buyer may make such investigations of the title to the Property as it desires and may make objections to title at any time prior to Closing, the objections to be made in writing. Buyer need not object to mortgages or other liens. If not sooner satisfied, Seller shall satisfy any mortgages on other liens against the Property at the Closing. If any objections are so made, Seller shall be allowed until the Closing Date to cure such objections and make the title to the Property good and marketable of record in Seller. Seller will have no obligation to cure any objections. If the title to the Property is not good and marketable of record in Seller on the Closing Date, Buyer, as its sole and exclusive remedy, may either:

a. Terminate this Agreement by giving written notice to Seller; or

b. Elect to accept the title in its unmarketable condition and without reduction of the Purchase Price by giving written notice to Seller.

7. **Contingencies.**

7.1 If the Buyer exercises the Option, the Buyer’s obligation to purchase the Property shall be contingent on the following:

a. By the end of the Due Diligence Period, the Buyer has determined, in its sole and absolute discretion, that it is satisfied with the results and matters disclosed by the Buyer’s investigation of the Property pursuant to Section 6 of this Agreement;

b. On or before the closing date, the Buyer has obtained all government approvals required for the Buyer’s intended use of the Property;

c. Approval of the purchase of the Property by the Buyer’s governing body;

d. The condition of title being satisfactory to the Buyer following the Buyer’s examination of title as provided in Section 6 of this Agreement;

e. The City Council of the City of Pine Island holding a public hearing and approving the creation of a tax increment district encompassing the Property;

f. The Pine Island Economic Development Authority approving the creation of a tax increment district encompassing the Property;

g. The Buyer entering into a Development Agreement for the redevelopment of the Property with a developer; and

h. The City Council of the City of Pine Island approving the issuance of and selling bonds to finance the purchase of the Property.
7.2 The contingencies as set forth above are for the benefit of the Buyer and may be waived by the Buyer in the Buyer’s sole discretion. Notwithstanding any other provision in this Option Agreement, a waiver of a contingency must be in writing to be effective. At the end of the Due Diligence Period, the Buyer will give written notice to the Seller of the contingencies that have been waived, satisfied, or neither waived nor satisfied.

7.3 If closing does not occur due to the failure of any of the above contingencies, the Seller shall be entitled to retain the Option Payment as provided in Section 3.2 of this Agreement.

8. Closing.

8.1 Closing Date. The closing shall occur within 30 days after the earlier of the expiration of the Buyer’s 120-day Due Diligence Period or the Buyer’s written notice that the contingencies set forth in Section 7.1 have been either been waived or satisfied.

8.2. Documents to be Delivered by the Seller. The Seller agrees to deliver to the Buyer the following documents, duly executed as appropriate, at closing:

a. A duly recordable warranty deed (the “Deed”) for the Property conveying fee simple title to the Property to the Buyer, free and clear of any mortgages, liens or encumbrances;

b. An affidavit from the Seller sufficient to remove any exception in the title policy for mechanics’ and materialmen’s liens arising from matters created by Seller;

c. A completed Minnesota Well Disclosure Certificate, unless the Deed includes the statement “the Seller certifies that the Seller does not know of any wells on the described Property;”

d. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes or rules or city ordinances;

e. Bring Down Certificate confirming representations and warranties set forth in this Agreement are true and correct as of the date of closing.

f. An affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and
g. Customary affidavits, certificates and such other documents as the Buyer reasonably may request to carry out the transactions contemplated under this Option Agreement.

8.3 Closing Costs and Adjustments. Except as otherwise specifically provided in this Option Agreement, the costs of the purchase transaction shall be paid and allocated as follows:

a. Title and Related Costs. The Buyer shall pay the fees for title evidence and searches deemed necessary by Buyer, all premiums required for issuance of a title insurance policy and any survey costs. All closing fees charged by the title company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Option Agreement shall be paid by the Buyer. Buyer shall pay recording fee for the Warranty Deed.

b. Deed Tax and Recording Fees. The Seller shall pay any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the warranty deed to be delivered by the Seller. The Seller shall pay all costs, taxes and recording fees and charges related to the filing documents necessary to place record title in the condition warranted herein.

c. Tests and Reports. The Buyer shall pay the fees of any surveys, soil tests, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer in connection with its purchase of the Property.

d. Government Approvals. The Buyer shall pay all costs for obtaining government approvals that may be required in order to close on the Property or as required for the Buyer’s intended use of the Property. At the Buyer’s request, the Seller will join in any application for any government approval requested by the Buyer.

9. Real Estate Taxes and Assessments.

9.1 In the event Buyer exercises the Option, the parties shall pay and allocate real estate taxes and special assessments with respect to the Property as follows:

a. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties or interest, for the years prior to the year in which closing occurs. The Buyer and the Seller shall prorate as of the date of closing the real estate taxes for the Property that are due and payable in the year of closing.

b. The Seller shall pay all special assessments levied against the Property as of the closing date, including special assessments
certified for payment with real estate taxes and all deferred assessments. The Buyer shall assume payment of any special assessments that are pending but not levied against the Property as of the closing date.

10. Seller’s Representations and Warranties. The Seller hereby represents and warrants to the Buyer, and the Seller will represent and warrant to Buyer as of the closing date that:

10.1 **Title.** The Seller has fee simple title to the Property.

10.2 **Condemnation.** There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.

10.3 **Defects.** The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements and restrictions.

10.4 **Legal Compliance.** The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions.

10.5 **Legal Proceedings.** There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and Seller has no knowledge that any such action is presently contemplated.

10.6 **Refuse and Hazardous Materials.** The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller’s best actual knowledge and belief, there are no “Hazardous Materials” (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller’s best actual knowledge and belief:

10.6.1 The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;
10.6.2 No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;

10.6.3 There are no underground or aboveground storage tanks on the Property; and

10.6.4 Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, “Occupant”) has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term “Hazardous Materials” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

10.7 Legal Capacity. The Seller has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

10.8 Leases. There are no third parties in possession of the Property, or any part thereof; and there are no leases, oral or written, affecting the Property or any part thereof.

10.9 Foreign Status. The Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.

10.10 Methamphetamine Production. To the best of the Seller’s knowledge, methamphetamine production has not occurred on the Property.
10.11 **Well Disclosure Statement.** Seller certifies the well status on the property as follows:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- The wells on the Property are in use.
- The wells on the Property have been sealed by a licensed well contractor (attach sealing records).
- Seller is familiar with the property described in this Agreement and certifies that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

The Seller’s representations and warranties set forth in this Section 10 shall be continuing and are deemed to be material to the Buyer’s execution of this Option and the Buyer’s performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the closing date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations and attorneys’ fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

11. **Assignment of Option.** The Buyer shall not assign this Option Agreement to a third party without the consent of the Seller.

12. **Notices.** Any notice, demand, request or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed have been given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

   a. If to the Seller:  
      Fredrick Majerus  
      Eileen Majerus  
      301 Main Street  
      Pine Island, MN 55963

   b. If to the Buyer:  
      City of Pine Island  
      Attn: David Todd, City Administrator  
      P.O. Box 1000  
      Pine Island, MN 55963-1000
with a copy to: Robert Vose
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or such other address as either party may give to another party in accordance with this Section 12.

13. **Brokers.** The Seller represents and warrants to the Buyer that the Seller has not dealt with any brokers in connection with the transaction contemplated by this Option Agreement. The Seller agrees to indemnify, defend and hold the Buyer harmless from the claims of any broker, real estate agent or similar party claiming through the Seller.

14. **Binding Effect.** This Option Agreement binds and benefits the parties and their successors and assigns.

15. **No Partnership or Joint Venture.** Nothing in this Option Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

16. **Entire Agreement.** This Option Agreement contains the entire understanding of the parties hereto with respect to the Property and supersedes all prior agreements or understandings between the parties with respect to the same.

17. **Cumulative Rights.** Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

18. **Amendment and Modification.** No amendment, modification or waiver of any condition, provision or term of this Option Agreement shall be valid or have any effect unless made in writing, signed by the party to be bound and specifying with particularly the extent and nature of such amendment, modification or waiver. Any waiver by either party of any defaults by the other party shall not affect or impair any right arising from any previous or subsequent default.

19. **Severability.** Each provision, section, sentence, clause, phrase or word of this Option Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Option Agreement is determined to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of remainder of this Option Agreement.

20. **State Law.** This Option Agreement shall be construed and enforced in accordance with the laws of Minnesota.
21. **Agreement to Run with the Land.** This Agreement shall be recorded by the Buyer at its expense in the records of Goodhue County. This Agreement shall run with the land and is binding upon the Owner, her heirs, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Option Agreement to be executed as of the day and year first written above.

**SELLER**

________________________________________
Fredrick Majerus

________________________________________
Eileen Majerus

STATE OF MINNESOTA  )
 ) ss.
COUNTY OF GOODHUE  )

The foregoing instrument was acknowledged before me this _____ day of _________________, 20___, by Fredrick Majerus and Eileen Majerus, husband and wife.

________________________________________
Notary Public
BUYER

CITY OF PINE ISLAND

By: ______________________________
    Rod Steele
Its: Mayor

By: ______________________________
    David Todd
Its: City Administrator

STATE OF MINNESOTA )
 ) ss.
COUNTY OF GOODHUE )

The foregoing instrument was acknowledged before me this ____ day of
____________, 2016, by Rod Steele and David Todd, the Mayor and City Administrator,
respectively of the City of Pine Island, a municipal corporation under the laws of the
State of Minnesota, on behalf of the municipal corporation.

__________________________________
Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300
EXHIBIT A

Legal Description of the Property

The North One-Half (S 1/2) of Lot One (1), Block Thirty-four (34), Original Plat of the Village (now City) of Pine Island, Goodhue County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for said County.
CITY OF PINE ISLAND
GOODHUE AND OLMSTED COUNTIES
STATE OF MINNESOTA

RESOLUTION NO. 17-14

A RESOLUTION FIXING RATES AND CHARGES FOR MUNICIPAL UTILITIES

BE IT RESOLVED BY THE CITY COUNCIL OF PINE ISLAND MINNESOTA THAT:

The following schedule of rates and charges for municipal utilities becomes effective for all bills issued after August 1st, 2017 in accordance with Pine Island City Code, Chapter 3, Section 3.02

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Rates:</strong></td>
<td>Base Charge</td>
<td>$3.33</td>
</tr>
<tr>
<td></td>
<td>Volume Charge</td>
<td>$4.51 per thousand gallons used</td>
</tr>
<tr>
<td></td>
<td>Meter Charge</td>
<td>Res. $1.00 and Comm. $2.00</td>
</tr>
<tr>
<td><strong>Sewer Charge:</strong></td>
<td>Base Charge</td>
<td>$21.00</td>
</tr>
<tr>
<td></td>
<td>Volume Charge</td>
<td>$4.75 per thousand gallons used</td>
</tr>
<tr>
<td></td>
<td>State Surcharge</td>
<td>$6.48 annually</td>
</tr>
<tr>
<td><strong>Sewer Debt Charge:</strong></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Assessment Charge:</strong></td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>Disconnect Charge:</strong></td>
<td></td>
<td>$40.00</td>
</tr>
<tr>
<td><strong>Storm Water Charge:</strong></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>New Account Deposit:</strong></td>
<td></td>
<td>$100.00 Refundable after 12 months</td>
</tr>
</tbody>
</table>

Adopted by the City Council on this 16th day of May, 2017

__________________________
Rod Steele, Mayor

ATTEST:

__________________________
David Todd, City Administrator
<table>
<thead>
<tr>
<th>Sewer Projections</th>
<th>Actual 2016</th>
<th>Budget 2017</th>
<th>Budget 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base (Service) Charge</td>
<td>$21.00</td>
<td>$21.00</td>
<td>$21.00</td>
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<tr>
<td>State Surcharge</td>
<td>$0.54</td>
<td>$0.54</td>
<td>$0.54</td>
</tr>
<tr>
<td>Base (Admin) Charge</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Service Charge per 1,000</td>
<td>$3.19</td>
<td>$3.19</td>
<td>$4.75</td>
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<tr>
<td>Debt Charge per 1,000</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Estimated Sewer Accounts</td>
<td>1,411.00</td>
<td>1,411.00</td>
<td>Per David Todd</td>
</tr>
<tr>
<td>Estimated Billed Volume</td>
<td>85,223,600.00</td>
<td>85,223,600.00</td>
<td>Per David Todd</td>
</tr>
<tr>
<td>Estimated Billing Units</td>
<td>85,223.60</td>
<td>85,223.60</td>
<td>Total Gallons/1000</td>
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<tr>
<td>Service Charge Revenues</td>
<td>$630,578.56</td>
<td>$630,578.56</td>
<td>$769,527.38</td>
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<tr>
<td>Admin Charge Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Penalties/Interest</td>
<td>-</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Observation Charge</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL SERVICE REVENUE</td>
<td>$630,578.56</td>
<td>$642,078.56</td>
<td>Budget: $809,429.00 (per David Todd) - Depreciation = 549,429.00</td>
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<tr>
<td>TOTAL DEBT CHARGE REV</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Interest Rev</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Wac 'n' Sac Fees</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Misc Rev</td>
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<tr>
<td>Total Revenues</td>
<td>$630,578.56</td>
<td>$642,078.56</td>
<td>$775,527.38</td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>($489,960.32)</td>
<td>($809,429.00)</td>
<td>Includes $260,000 Depreciation</td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>$260,000.00</td>
<td>Removing depreciation from expenditure calculations</td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENDITURES</td>
<td>($489,960.32)</td>
<td>($809,429.00)</td>
<td>($549,429.00)</td>
</tr>
<tr>
<td>State Surcharge</td>
<td>($761.94)</td>
<td>($761.94)</td>
<td>($761.94)</td>
</tr>
<tr>
<td>Cash Reserve</td>
<td>-</td>
<td>($50,000.00)</td>
<td>($50,000.00)</td>
</tr>
<tr>
<td>Enterprise Funds (for Projects)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL RESERVES</td>
<td>($761.94)</td>
<td>($50,761.94)</td>
<td>($110,761.94)</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
<td>($489,722.28)</td>
<td>($809,180.94)</td>
<td>($449,180.94)</td>
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<tr>
<td>NET INCOME (LOSS)</td>
<td>$145,856.30</td>
<td>$42,387.62</td>
<td>$115,336.44</td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>INCREASE (DECREASE) IN CASH</td>
<td>$145,856.30</td>
<td>$42,387.62</td>
<td>$115,336.44</td>
</tr>
</tbody>
</table>
May 11, 2017

City of Pine Island
Fire Department
Attn: Chief Brandon Sather
315 N Main Street
Pine Island, MN

Re: Diesel Exhaust Extraction System

Dear Brandon,

We offer the following proposal for installing a vehicle exhaust extraction system for the Pine Island Fire Station. The proposal includes all labor and Plymovent Equipment to install a code compliant system. This vehicle exhaust extraction system meets or exceeds the NFPA requirements as well as the Minnesota State Mechanical Code requirements for a source capture system.

We will provide one Plymovent 7.5hp fan with a Plymovent OS3 Controller, wireless transmitters for starting the system, magnetic grabbers, ductwork, installation labor and materials. The fan will cover the five vehicles listed below and have capacity for two additional vehicles in the future.

The system outline by bay and vehicle is listed below.

**Bay One**
Provide one Plymovent Model STR102 or Straight Rail Assembly with a complete trolley and flex assembly to connect both Ladder #584 and Vehicle #581. The STR is designed for bays with vehicles that have under carriage side exhaust and are driven through the station or backed into the bay and parked in tandem.

**Bay Three and Bay Five**
Provide one Plymovent Model SBTA21 in the front of Bay 3 and one in the back of Bay 5. The SBTA21 is designed for vehicles with under carriage side exhaust that are backed into the station and parked with the tailpipe within 29’ of the door. Vehicle #589 will go out heading west. Vehicle #583 will go out the opposite direct.
Bay Four
Provide one Plymovent Model VSR201 or Vertical Stack Rail. The VSR is designed for vehicles with vertical stack discharges. Vehicle 588 will be outfitted with a stack adapter that connects the vehicle to the VSR as it enters and exits the station.

The price for the work outlined above is $44,972.

We have not included electrical, roofing or tailpipe modifications. The electrical is typically around $1800 as we provide the starter, transformer and controls. The electrician would run power from the power panel to our control panel and from our control panel to the fan. Roofing consists of one duct penetration. The roofing costs is dependent on the type of roofing, but it generally runs under $1000.

We appreciate the opportunity to work with Pine Island to protect their fire fighters.

Sincerely,
TNC Industries, Inc.

Thomas P. Egan
Vice President
7100 Medicine Lake Road – Suite 200 – New Hope, MN 55427 – Phone (763) 559-0808 – Fax (763) 559-0111
Skjeveland Enterprises  
63614 130th Avenue  
Claremont, MN 55924

507-528-9900 or 507-214-8727  
skjevelandenterprises@msn.com

Mailing Address:  
63614 130th Avenue  
Claremont, MN 55924

Office Address:  
665 NW 32nd Avenue  
Owatonna, MN 55060

---

#### Invoice

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/10/2017</td>
<td>99243</td>
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<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Due Date</th>
<th>Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/9/2017</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1        | Waste Disposal for May 6th, 2017 - City Wide Clean Up  
MN Commercial Solid Waste Management Tax | 2,665.00T  
453.05 |

---

**Total**  
$3,118.05

**Invoice Balance**  
$3,118.05

**Customer Total Balance**  
$3,118.05

---

Thank you for your business.

---

Please charge my Visa, MasterCard or Discover Card for the services I received. The amount to charge $  

Card #  
Expiration Date  
CVC

Signature

Print Name  
Invoice Number 99243
# CLAIMS

**APR 13, 2017 THROUGH MAY 12, 2017**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAYROLL (2)</td>
<td>$36,944.72</td>
</tr>
<tr>
<td>EFT SALES &amp; PAYROLL TAXES</td>
<td>$24,990.18</td>
</tr>
<tr>
<td>BILLS</td>
<td>$284,296.07</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>$346,230.97</strong></td>
</tr>
<tr>
<td>INVESTMENTS</td>
<td>$-</td>
</tr>
<tr>
<td>DEBT PRINCIPAL</td>
<td>$-</td>
</tr>
<tr>
<td>STERLING STATE BANK</td>
<td>$36,944.72</td>
</tr>
<tr>
<td>INTEREST ON DEBT</td>
<td>$-</td>
</tr>
<tr>
<td>TIF, ANNEX TAX, NOTES</td>
<td>$2,076.74</td>
</tr>
<tr>
<td>CAPITAL OUTLAY</td>
<td>$20,387.10</td>
</tr>
<tr>
<td><strong>TOTAL CLAIMS</strong></td>
<td><strong>$343,704.63</strong></td>
</tr>
</tbody>
</table>
# Check Summary Register

## April 2017 to May 2017

<table>
<thead>
<tr>
<th>Name</th>
<th>Check Date</th>
<th>Check Amt</th>
</tr>
</thead>
</table>

### 10100 Pine Island Bank

Paid Chk# 000503E | 04/18/2017 | $1,839.69 | PR2017-07-08
Paid Chk# 000504E | 04/18/2017 | $6,607.65 | PR
Paid Chk# 000505E | 04/18/2017 | $478.35 |

Paid Chk# 000506E | 04/19/2017 | $54.45 | PR2017-08
Paid Chk# 000507E | 04/19/2017 | $1,072.34 | PR2017-08
Paid Chk# 000508E | 04/19/2017 | $3,487.28 | PR2017-08

Paid Chk# 000510E | 05/02/2017 | $54.45 | CHLD SUPPORT
Paid Chk# 000511E | 05/02/2017 | $6,768.29 | PR

Paid Chk# 000512E | 05/02/2017 | $1,077.52 | PR

Paid Chk# 000513E | 05/02/2017 | $3,510.21 | PR
Paid Chk# 000514E | 05/02/2017 | $39.95 | 4/3/17 TO 5/2/17 SERVICE CHG

| Total Checks | $24,990.18 |

### 10100 Pine Island Bank

Paid Chk# 142778 | 04/19/2017 | $17,916.66 | PR2017-08
Paid Chk# 142779 | 04/19/2017 | $508.72 | APR 2017 WS BILLING
Paid Chk# 142780 | 04/19/2017 | $611.45 | CONF POCKLINGTON 4/30/17 TO 5/17
Paid Chk# 142781 | 04/28/2017 | $288.39 |

Paid Chk# 142782 | 04/28/2017 | $495.90 | SHIPPING GLASSES CHEESE GALA
Paid Chk# 142783 | 04/28/2017 | $50.00 | EE INVEST

Paid Chk# 142784 | 04/28/2017 | $147.67 | 8.4 TON CRUSHED ROCK
Paid Chk# 142785 | 04/28/2017 | $235.81 |

Paid Chk# 142786 | 04/28/2017 | $4,555.09 | PR 3/3/17 TO 4/6/17
Paid Chk# 142787 | 04/28/2017 | $325.90 | TRIMMER & HEAD

Paid Chk# 142788 | 04/28/2017 | $336.00 | SERVICE 3/1/17 TO 4/1/17
Paid Chk# 142789 | 04/28/2017 | $20,940.82 | 2017 TAXES 68-100-1570

Paid Chk# 142790 | 04/28/2017 | $912.00 | MARCH 2017 SERVICE
Paid Chk# 142791 | 04/28/2017 | $6,491.06 |

Paid Chk# 142792 | 04/28/2017 | $75.00 | REFUND SECURITY DEPOSIT
Paid Chk# 142793 | 04/28/2017 | $400.00 | REMOVE TREE 305 2ND AVE SE

Paid Chk# 142794 | 04/28/2017 | $37.99 | REFUND SECURITY DEPOSIT
Paid Chk# 142795 | 04/28/2017 | $61.20 |

Paid Chk# 142796 | 04/28/2017 | $65.71 | REFUND SECURITY DEPOSIT
Paid Chk# 142797 | 04/28/2017 | $3,563.02 | SERVICE 3/15/17 TO 4/13/17
Paid Chk# 142798 | 04/28/2017 | $154.20 | FEB & MAR 2017 SERVICE

Paid Chk# 142799 | 04/28/2017 | $5.82 | MARCH 2017 SERVICE
Paid Chk# 142800 | 04/28/2017 | $11,377.49 | INSTALL BAR SCREEN

Paid Chk# 142801 | 04/28/2017 | $3,250.00 | PATCHING
Paid Chk# 142802 | 04/28/2017 | $101.25 | REPLACE FAN GIS SERVER

Paid Chk# 142803 | 04/28/2017 | $1,532.00 | SAMPLE DATES 1-31, 2-2-7-9, 14,

Paid Chk# 142804 | 04/28/2017 | $474.30 | SERVICE 3/20/17 TO 4/18/17
Paid Chk# 142805 | 05/1/2017 | $3,742.83 | APR 2017 MANAGEM CONTRACT

Paid Chk# 142806 | 05/1/2017 | $25,710.33 | APR 2017 POLICING CONTRACT
Paid Chk# 142807 | 05/1/2017 | $985.22 | APR 2017 PROSECUTIONS

Paid Chk# 142808 | 05/2/2017 | $19,028.06 |

Paid Chk# 142809 | 05/2/2017 | $57.32 | ASSESSMENT STEPHEN MEYER

Paid Chk# 142810 | 05/2/2017 | $50.00 | STARTING PETTY CASH
Paid Chk# 142811 | 05/2/2017 | $17.34 | ANDREW LEJCHER

Paid Chk# 142812 | 05/2/2017 | $14,000.00 | AUDIT YE 12/31/16

Paid Chk# 142813 | 05/2/2017 | $434.67 | ROCKE R SWT
Paid Chk# 142814 | 05/2/2017 | $568.51 | F-PPR DRY

Paid Chk# 142815 | 05/2/2017 | $381.43 | DVD'S

Paid Chk# 142816 | 05/2/2017 | $118.90 | AMER LIBRARY

Paid Chk# 142817 | 05/2/2017 | $107.90 | CLEANING SUPPLIES

Paid Chk# 142818 | 05/2/2017 | $99.04 | APR 2017 SERVICE

Paid Chk# 142819 | 05/2/2017 | $1,225.66 | CHILDRENS BOOKS

Paid Chk# 142820 | 05/12/2017 | $25.00 | REPORT WRITER MINI SESSION 6/2017

Paid Chk# 142821 | 05/12/2017 | $335.00 | SHREDDING CITY WIDE CLEANUP

Paid Chk# 142822 | 05/12/2017 | $75.00 | HAULING DIRT

Paid Chk# 142823 | 05/12/2017 | $3,518.47 | MAY 2017 SERVICE

Paid Chk# 142824 | 05/12/2017 | $199.98 | SPRAYER

Paid Chk# 142825 | 05/12/2017 | $231.36 | GLOVES

Paid Chk# 142826 | 05/12/2017 | $151.02 | LP CHOICE TITLES

Paid Chk# 142827 | 05/12/2017 | $47.71 | SERVICE 3/24/17 TO 4/23/17

Paid Chk# 142828 | 05/12/2017 | $1,509.12 | APR 2017 FUEL

Paid Chk# 142829 | 05/12/2017 | $3,390.00 | FEB MAR 2017 SNOW REMOVAL

Paid Chk# 142830 | 05/12/2017 | $1,402.09 | COMMUNICATION ISSUE-PHONE LINE

Paid Chk# 142831 | 05/12/2017 | $29.15 | MARKERS, PAPER

Paid Chk# 142832 | 05/12/2017 | $71.00 | COPY MACHINE LEASE
<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTION SYSTEM/SOFTWARE, INC</td>
<td>5/12/2017</td>
<td>$414.53</td>
<td>LICENSE, ONGOING MAINT</td>
</tr>
<tr>
<td>EQJOHNSON OFFICE</td>
<td>5/12/2017</td>
<td>$67.13</td>
<td>MAINT CONTRACT</td>
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<tr>
<td>FARMER'S SEED &amp; NURSERY</td>
<td>5/12/2017</td>
<td>$789.95</td>
<td>10 MAPLES</td>
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<tr>
<td>FARMER'S TOP SOIL, INC</td>
<td>5/12/2017</td>
<td>$80.63</td>
<td>SCREENED TOPSOIL</td>
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<tr>
<td>FIRE SAFETY USA, INC</td>
<td>5/12/2017</td>
<td>$534.00</td>
<td>BULLARD HELMET SHIELD</td>
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<td>G &amp; K SERVICES</td>
<td>5/12/2017</td>
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<td>RUG CLEANING</td>
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<tr>
<td>GOODHUE CO TREASURER</td>
<td>5/12/2017</td>
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<td>MAY 2017 SERVICE</td>
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<td>GOODHUE COUNTY ATTORNEY</td>
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<td>MAY 2017 SERVICE</td>
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<tr>
<td>GOPHER STATE ONE-CALL INC.</td>
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<td>60 TICKETS</td>
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<td>GRAY, RACHEL</td>
<td>5/12/2017</td>
<td>$44.93</td>
<td>REIMBURSE FOR EXP PD</td>
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<td>GRISWOLD PUBLISHING, INC</td>
<td>5/12/2017</td>
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<tr>
<td>HARDWARE HANK</td>
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<td>TRASH BAGS</td>
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<tr>
<td>HAWKINS, INC.</td>
<td>5/12/2017</td>
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<td>CHLORINE, FERRIC CHLORIDE</td>
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<td>ISLAND MARKET</td>
<td>5/12/2017</td>
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<td>DOG FOOD</td>
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<td>ISLAND TIRE, LLC</td>
<td>5/12/2017</td>
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<td>USED TIRE</td>
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<td>JOHNSON, PETER</td>
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<td>KENNEDY &amp; GRAVEN</td>
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<td>CITY CODE UPDATES</td>
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<td>Kwik Trip Inc</td>
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<tr>
<td>LAWSON PRODUCTS INC</td>
<td>5/12/2017</td>
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<td>BATTERY CABLE, TERMINALS, SCRE</td>
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<tr>
<td>LIBRARY JOURNAL</td>
<td>5/12/2017</td>
<td>$104.99</td>
<td>1 YR RENEWAL</td>
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<tr>
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*Check Summary Register*
## Check Summary Register©

### April 2017 to May 2017

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**Total Checks $281,769.73**

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## CITY OF PINE ISLAND

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Total: $3,266.80

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Total: $3,266.81

### Dept 42222 Fire-Federal Grant Expenditure

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Total: $17.34

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### Notes:
- **Fund 101 GENERAL FUND**
- **Fund 211 LIBRARY**
- **Dept 45202 Park Areas**
- **Dept 46630 Community Action Programs**
- **Fund 101 GENERAL FUND**
- **Fund 211 LIBRARY**
- **Dept 45202 Park Areas**
- **Dept 46630 Community Action Programs**
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**Dept 45501 Library Admin - Levy Exp**

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**Dept 45502 Circulation - County**

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**Fund 246 RIVER FLOOD MONITOR**

**Fund 255 ECONOMIC DEV. AUTHORITY**

**Fund 211 LIBRARY**

**Fund 45502 Circulation - County**

**Fund 246 RIVER FLOOD MONITOR**

**Fund 246 RIVER FLOOD MONITOR**

**Fund 255 ECONOMIC DEV. AUTHORITY**
| G | 255-21705 | Medicare Payable | INTERNAL REVENUE SERVICE | 000511 | $45.50 PR | 05/12/2016 |
| G | 255-21702 | State Withholding Payable | MN DEPT OF REVENUE | 000512 | $80.81 PR | 05/12/2016 |
| G | 255-21704 | PERA Withholding Payable | PUBLIC EMPLOYEES RETIREMENT | 000513 | $219.69 PR | 05/12/2016 |
| G | 255-10102 | Cash - Sterling State | STERLING STATE BANK | 142778 | $1,077.31 PR2017-08 | AP4/28/17 |

**Dept 41590 Economic Development**

| E | 255-41590-121 | PERA | $117.69 Labor Distribution | PR2017-09 |
| E | 255-41590-101 | Full-Time Wages | $1,569.23 Labor Distribution | PR2017-09 |
| E | 255-41590-122 | FICA | $97.29 Labor Distribution | PR2017-09 |
| E | 255-41590-122 | FICA | $97.29 Labor Distribution | PR2017-08 |
| E | 255-41590-131 | Employer Paid Health | $375.37 Labor Distribution | PR2017-09 |
| E | 255-41590-101 | Full-Time Wages | $1,569.23 Labor Distribution | PR2017-08 |
| E | 255-41590-121 | PERA | $117.69 Labor Distribution | PR2017-08 |
| E | 255-41590-131 | Employer Paid Health | $229.52 Labor Distribution | PR2017-08 |
| E | 255-41590-125 | Medicare Contributions | $22.75 Labor Distribution | PR2017-08 |
| E | 255-41590-125 | Medicare Contributions | $22.75 Labor Distribution | PR2017-09 |
| E | 255-41590-321 | Telephone | OFFICE OF MN.IT SERVICES | 142799 | $0.04 MARCH 2017 SERVICE | AP4/28/17 |
| E | 255-41590-201 | Office Supplies | REVIZE LLC | 142877 | $170.00 WEBSITE TECH SUPPORT | 05/12/2016 |

**Dept 41590 Economic Development**

**Fund 255 ECONOMIC DEV. AUTHORITY**

**Fund 280 CHARITABLE GAMBLING DONATION**

**Dept 41000 General Government (GENERAL)**

| E | 280-41000-201 | Office Supplies | HARDWARE HANK | 142844 | $132.95 FIRE RELEIF REIMP | 05/12/2016 |

**Dept 41000 General Government (GENERAL)**

**Fund 280 CHARITABLE GAMBLING DONATION**

**Fund 436 5TH ST SW (CSAH 27)**

**Dept 41000 General Government (GENERAL)**

| E | 436-41000-303 | Engineering Fees | WIDSETH SMITH NOLTING & ASSOC | 142897 | $20,387.10 5TH ST SW RECON | 05/12/2016 |

**Dept 41000 General Government (GENERAL)**

**Fund 436 5TH ST SW (CSAH 27)**

**Fund 601 WATER FUND**

**Dept**

| G | 601-21702 | State Withholding Payable | $89.02 Labor Distribution | PR2017-08 |
| G | 601-21716 | Short-term Disabil-AFLAC | $9.65 Labor Distribution | PR2017-08 |
| G | 601-21703 | FICA Tax Payable | $242.18 Labor Distribution | PR2017-08 |
| G | 601-21720 | Health Savings Account | $102.51 Labor Distribution | PR2017-09 |
| G | 601-21716 | Short-term Disabil-AFLAC | $8.03 Labor Distribution | PR2017-09 |
| G | 601-21717 | Life Insurance (PERAC) | $0.33 Labor Distribution | PR2017-09 |
| G | 601-21702 | State Withholding Payable | $47.74 Labor Distribution | PR2017-09 |
| G | 601-21714 | Hospital Indemnity-AFLAC | $0.55 Labor Distribution | PR2017-09 |
| G | 601-21713 | Dental Insurance | $11.27 Labor Distribution | PR2017-09 |
| G | 601-21712 | Equitable Annuities Payable | $0.87 Labor Distribution | PR2017-09 |
| G | 601-21709 | Life Insurance Payable | $1.85 Labor Distribution | PR2017-09 |
| G | 601-21708 | Cancer Insurance | $1.08 Labor Distribution | PR2017-09 |
| G | 601-21706 | Medical Ins Premium Payable | $178.32 Labor Distribution | PR2017-09 |
| G | 601-21705 | Medicare Payable | $33.40 Labor Distribution | PR2017-09 |
| G | 601-21704 | PERA Withholding Payable | $162.13 Labor Distribution | PR2017-09 |
| G | 601-21713 | Dental Insurance | $15.16 Labor Distribution | PR2017-08 |
| G | 601-21703 | FICA Tax Payable | $142.78 Labor Distribution | PR2017-09 |
| G | 601-21701 | Federal Withholding Payable | $237.82 Labor Distribution | PR2017-08 |
| G | 601-21701 | Federal Withholding Payable | $120.86 Labor Distribution | PR2017-09 |
| G   | 601-10102 | Cash - Sterling State | -$810.16 Labor Distribution | PR2017-09 |
| G   | 601-21704 | PERA Withholding Payable | -$273.94 Labor Distribution | PR2017-08 |
| G   | 601-21705 | Medicare Payable | -$56.66 Labor Distribution | PR2017-08 |
| G   | 601-21715 | Accident Ins - AFLAC | -$3.61 Labor Distribution | PR2017-08 |
| G   | 601-21706 | Medical Ins Premium Payable | -$202.19 Labor Distribution | PR2017-08 |
| G   | 601-21715 | Accident Ins - AFLAC | -$3.13 Labor Distribution | PR2017-09 |
| G   | 601-21709 | Life Insurance Payable | -$2.51 Labor Distribution | PR2017-08 |
| G   | 601-10102 | Cash - Sterling State | -$1,334.49 Labor Distribution | PR2017-08 |
| G   | 601-21710 | Child Support Deduction | -$5.45 Labor Distribution | PR2017-08 |
| G   | 601-21720 | Health Savings Account | HEALTHEQUITY 000503 | $129.25 PR2017-07-08 |
| G   | 601-21703 | FICA Tax Payable | INTERNAL REVENUE SERVICE 000504 | $242.18 PR | APA/28/17 |
| G   | 601-21705 | Medicare Payable | INTERNAL REVENUE SERVICE 000504 | $56.66 PR | APA/28/17 |
| G   | 601-21701 | Federal Withholding Payable | INTERNAL REVENUE SERVICE 000504 | $237.82 PR | APA/28/17 |
| G   | 601-21710 | Child Support Deduction | MN CHILD SUPPORT PAYMENT CTR 000506 | $5.45 PR2017-08 |
| G   | 601-21702 | State Withholding Payable | MN DEPT OF REVENUE 000507 | $89.02 PR2017-08 |
| G   | 601-21704 | PERA Withholding Payable | PUBLIC EMPLOYEES RETIREMENT 000508 | $273.94 PR2017-08 |
| G   | 601-21705 | Medicare Payable | INTERNAL REVENUE SERVICE 000511 | $33.40 PR | APA/28/17 |
| G   | 601-21701 | Federal Withholding Payable | INTERNAL REVENUE SERVICE 000511 | $120.86 PR | 05/12/2016 |
| G   | 601-21703 | PICA Tax Payable | INTERNAL REVENUE SERVICE 000511 | $142.78 PR | 05/12/2016 |
| G   | 601-21702 | State Withholding Payable | MN DEPT OF REVENUE 000512 | $47.74 PR | 05/12/2016 |
| G   | 601-21704 | PERA Withholding Payable | PUBLIC EMPLOYEES RETIREMENT 000513 | $162.13 PR | 05/12/2016 |
| G   | 601-10102 | Cash - Sterling State | STERLING STATE BANK 142778 | $1,334.51 PR2017-08 |
| G   | 601-21712 | Equitable Annuities Payable | AXA - EQUITABLE 142783 | $5.00 EE INVEST | APA/28/17 |
| R   | 601-37110 | Residential - Water | HENDRICKS, NICK 142792 | $75.00 REFUND SECURITY DEPOSIT | APA/28/17 |
| R   | 601-37110 | Residential - Water | KAHN, MARCELLA 142794 | $37.99 REFUND SECURITY DEPOSIT | APA/28/17 |
| R   | 601-37110 | Residential - Water | KELS, JENNA 142796 | $65.71 REFUND SECURITY DEPOSIT | APA/28/17 |
| R   | 601-37110 | Residential - Water | OLMSTED CO 142809 | $28.66 ASSESSMENT STEPHEN | 05/12/2016 |

**Dept 41000 General Government (GENERAL)**

<p>| E   | 601-41000-121 | PERA | $146.75 Labor Distribution | PR2017-08 |
| E   | 601-41000-131 | Employer Paid Health | $219.86 Labor Distribution | PR2017-08 |
| E   | 601-41000-125 | Medicare Contributions | $28.33 Labor Distribution | PR2017-08 |
| E   | 601-41000-131 | Employer Paid Health | $291.86 Labor Distribution | PR2017-09 |
| E   | 601-41000-101 | Full-Time Wages | $1,956.65 Labor Distribution | PR2017-08 |
| E   | 601-41000-125 | Medicare Contributions | $16.70 Labor Distribution | PR2017-09 |
| E   | 601-41000-122 | FICA | $121.09 Labor Distribution | PR2017-08 |
| E   | 601-41000-122 | FICA | $71.39 Labor Distribution | PR2017-09 |
| E   | 601-41000-120 | Full-Time Wages | $1,158.21 Labor Distribution | PR2017-09 |
| E   | 601-41000-121 | PERA | $86.85 Labor Distribution | PR2017-09 |
| E   | 601-41000-260 | Bank Service Charges | PAYMENT SERVICE NETWORK INC 000514 | $19.98 4/3/17 TO 5/2/17 SERVICE | 05/12/2016 |
| E   | 601-41000-415 | Contracted Services | BRUENING ROCK PRODUCTS, INC 142784 | $147.67 8.4 TON CRUSHED ROCK | APA/28/17 |
| E   | 601-41000-383 | Gas Utilities | MINNESOTA ENERGY RESOURCES 142797 | $19.24 SERVICE 3-16-17 TO 4/17/17 | APA/28/17 |
| E   | 601-41000-301 | Auditing and Acct g Services | ABDO, EICK &amp; MEYERS, LLP 142812 | $3,080.00 AUDIT YE 12/31/16 | 05/12/2016 |
| E   | 601-41000-321 | Telephone | BEVCOMM 142823 | $230.86 MAY 2017 SERVICE | 05/12/2016 |
| E   | 601-41000-305 | Contracted Services | CONNELLY INDUSTRIAL ELECTRON 142830 | $1,402.09 COMMUNICATION ISSUE-PR2017-08 |
| E   | 601-41000-309 | Gopher State One-Call Fee | GOPHER STATE ONE-CALL INC. 142841 | $40.50 60 TICKETS | 05/12/2016 |
| E   | 601-41000-340 | Advertising | GRIMSRUD PUBLISHING,INC 142843 | $247.00 APR 2017 PUBLICATIONS | 05/12/2016 |
| E   | 601-41000-210 | Operating Supplies | HARDWARE HANK 142844 | $1.99 COUPLING | 05/12/2016 |
| E   | 601-41000-210 | Operating Supplies | HARDWARE HANK 142844 | $3.49 BUSHING | 05/12/2016 |
| E   | 601-41000-210 | Operating Supplies | HARDWARE HANK 142844 | $2.49 REPAIR MENDER | 05/12/2016 |
| E   | 601-41000-401 | Repairs/Maint Buildings | MENARDS ROCHESTER NORTH 142857 | $19.96 2 G METAL WIU CVR | 05/12/2016 |
| E   | 601-41000-210 | Operating Supplies | MN PIPE AND EQUIPMENT 142861 | $39.14 BRASS ADAPTER, INSERT, | 05/12/2016 |
| E   | 601-41000-201 | Office Supplies | ONE SOURCE 142865 | $19.99 INK | 05/12/2016 |
| E   | 601-41000-401 | Repairs/Maint Buildings | PINE HOME SERVICES 142869 | $400.00 EXTERIOR SWITCHES | 05/12/2016 |</p>
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**Dept 41000 General Government (GENERAL)**

**Fund 601 WATER FUND**

$16,769.25

**Fund 602 SEWER FUND**

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Dept 41000 General Government (GENERAL)
Fund 871 DEPUTY REGISTRAR FUND

$5,638.05
$5,195.03
$283,192.02
April-May News

- We hosted our library book sale on April 29 in conjunction with the all-city garage sale & the Chamber’s Flea Market. We sold a lot of books and made $200! (The sale will show up in our revenue numbers for next month since it did not get entered into our catalog until 5/1.)
- The Goodhue County Librarians are planning to meet with the County Commissioners in June to showcase our 2016 annual report results.
- We continue to get new children’s books in Spanish to help support the Spanish Immersion program at the Elementary School.
- The Summer Reading Program will be taking registrations the week of June 12-17.
- We are happy to welcome both Sarah Miller & Randy Hoffarth to our Board of Trustees.

March Statistics

Total Revenue = $442.43

Fines & Fees = $182.63
Photocopies & Printing = $77.95
Donations = $101.40
Book Sales = $60.45
Faxes = $20.00

Circulation
3,518 items were checked out at Van Horn in April 2017
- PI City Borrowers: 51%
- Olmsted County: 26%
- Goodhue County: 12%
- Dodge County: 7%

E-Book & E-Audiobook Download Stats
Total Downloads = 225
- E-books = 159
- E-Audiobooks = 66

Interlibrary Loans – ILL/Reserves
Borrowed 423 items & loaned out 336 items to other libraries in the region & state.
PUBLIC WORKS UPDATE

STORM SEWER:

Nothing to report

WATER:
Flushing Hydrants 8th through the 12th of May. Hillcrest water tower will have the exterior of the tank cleaned sometime in late May or early June. We are also flushing once a month at the new elementary school reason being not enough water usage.

STREETS:
End of April did some spray patching mainly in the southwest. Wayne is seeking bids on more street maintenance projects around town which will include more spray patching, sealcoating, and crack filling. We are also looking to sealcoat the trails this year. We are making great progress on street maintenance, so next year we are looking at doing more reclaiming and overlays mainly concentrating on 8th street SW.

SEWER:
We are continuing to work with WSN Engineering on the digester cover situation trying to figure what is the most economical way to resolve the problem. Craig Britton (WSN) is preparing phase one bidding for the replacement of the interceptor sewer line that runs from east ctr. Drive and 1st avenue NE intersection to the treatment plant, this phase also includes one block of 1st avenue NE. Rough estimate on this project would be around $ 500,000.

PARKS:
Tuesday the 9th of May met at city hall, main discussion was the canoe launch at Turnberry park SE. Many residents showed up to voice their opinions mostly against the project. After some interesting discussion the residents were asked if they would like to purchase the park area, there seemed to be a lot of interest in purchasing the property at a reasonable price. The Mayor suggested that they talk to David Todd to see what it takes to get the ball rolling. City wide clean-up was a great success a big thanks to all who helped. It was a great team effort.

NOTE: ***** New council members there is an open invitation to tour the public works facilities anytime just give me call.

Todd Robertson
Any questions please call me at 259-5301  5/16/2017
EDA Monthly Report
Prepared for:
Pine Island City Council
May 16th, 2017

Business Retention, Support, & Updates:
- The EDA has assisted businesses in April and May with zoning, parking, and signage questions, referrals for commercial property leasing/purchasing opportunities, access issues, business incentive programs, business succession, project financing, technical assistance, business start-up and business expansion assistance
- Meeting with potential new business owners
- Finding lots for Business looking to locate in Pine Island
- Working with Judisch’s to finalize Downtown Residential Development

Prospective Businesses:
- The EDA is working with the following prospective businesses:
  - Finalized Downtown Residential Development
  - Renewed Elk Run possibilities
  - Frontage Road development by roundabout
  - 2 possible residential housing development
  - 2 retail businesses
  - Industrial Condominiums
  - a small distribution center for a start-up operation
  - possible expansion/relocation projects for 3 existing businesses

Additional Projects/Activities:
- Working toward a possible development along the East frontage road
- Conducting Business Visits throughout the year
- Assisted interested developers for the downtown community/residential project
- Providing support for current and future Main Street businesses
- Coordinated meetings for client with prospective land owner and lenders
- Provided support to group collaborating on community space/transit project
- Continue to work with Tower Investments and prospective companies
- Restructuring of EDA Loan Programs for more streamlined efficiency
- Represented the EDA and City at: Rochester Area Economic Development, Pine Island Area Chamber of Commerce

Day-to-day Office Operations
- Office visits, responding to phone and e-mail inquiries concerning community issues/ideas and requests for community information, coordination of EDA activities, budget, operations and meetings, exploring new ideas and opportunities for Pine Island, administration of the EDA revolving loan programs, maintaining database of available commercial properties for sale or lease, maintaining EDA website, and overseeing Channel 7 cable TV.

Contact Devin Swanberg with questions or suggestions concerning the above at (507) 356-8103 or pieda@bevcomm.net.
* Due to a need for client confidentiality, the identity of companies and clients has been omitted.
City of Pine Island
David Todd, City Administrator
PO Box 1000, 250 South Main
Pine Island, MN  55963

Date: May 1, 2017

Re:  April 2017 Contract Information

Dear David,

Please find attached the number of hours patrolled in Pine Island for the month of April 2017. The hours are broken down for each day. We patrolled a total of 581.50 hours for an average of 19.4 hours per day. This is an additional 41.50 hours above the contracted hours for the month that Pine Island has received and will not be billed.

I have also attached the calls for service information and citations that were issued over the past month.

Please do not hesitate to contact me with any questions or concerns.

Office (651) 267-2625
Cell (651) 764-3524
Email  paul.gielau@co.goodhue.mn.us

Respectfully yours,

Patrol Commander Paul Gielau
Goodhue County Sheriff’s Office
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5/1/2017
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5/1/2017
May 2017 Pine Island Cemetery Board Meeting

The May 2017 meeting of the Pine Island Cemetery Board was called to order at 10:00 A.M. at the Pine Island City Hall by President Doug Andrist.

Members Present – Ken DeBoer, Audrey Ostlund, Ron Tessmer, Jim Mertesdorf, Doug Andrist, Jerry Kruse

Members Absent – Galen Lohrenz, David Friese

Motion by Audrey, 2nd by Jim to approve the April 2017 minutes. Motion carried.

Motion by Ron, 2nd by Jim to approve the financial report as presented. Motion carried.

Old Business – Doug presented the May mowing schedule. Mowing to be on Tuesdays and Wednesdays with two people mowing a 4 hour shift each day beginning at 11:00 A.M. Clean up will be set for Thursdays.

A discussion took place concerning hours for Glen and two weed whippers. The two weed whippers will be allowed 10 hours per week. Glen will be allowed up to 20 hours for weed whipping and other associated duties per week. Doug will talk to Glen about our discussion.

Doug gave a special thanks for all who helped with the planting of the 10 trees.

Doug is going to talk to Larry Stoddard about changing the names on the website to have all issues relating to the purchase of graves or location of graves to contact Galen. All other concerns about the cemetery should contact Doug. If any members get questions about the concerns with the cemetery, they should be told to contact Doug.

A question came up with how to get more mowers. Not many suggestions were made.

New Business – Motion by Jerry, 2nd by Audrey to put up a fence on the east side of the storage shed. We have the fencing. Motion carried.

Motion by Audrey, 2nd by Ron to put an ad in the paper about the removal of all plant stands not in concrete as per cemetery policy. Ad to be put in the paper after Father’s day. Motion carried.

The two main entrances to the cemetery will be blocked off during the Cheese Fest by the City. The Ahneman gate will be left open.

A couple graves need to be straightened with a plant stand placed in concrete between them. A couple more plant stands were purchased and also need to be set in concrete.

Ron mentioned that finished graves should be finished level and not be rounded. All agreed.

Jerry mentioned that he would be leveling the area on the East edge of the cemetery. Black dirt needs to be purchased to cover the clay that is leveled and also so grass can be planted on top of the area.

Motion by Audrey, 2nd by Ron to adjourn. Motion carried.

Next meeting June 5, 2017 at 10:00 A.M.
The Sentence to Serve “STS” will be helping Public Works clear out a few more trees that have fallen into our rivers. They will also be here to help set up and clean for Cheese Fest.

The River Monitor system is on line. The sensors are back in the rivers and the two PT sensors that were bad have been replaced.

The Flood Control Committee could not meet this month.

The sirens are all operating properly. A new siren has been installed at the New School. During storm week April 17 – 21 the sirens were all set off at 1:45 and 6:55 for public awareness. A second siren that I had rebuilt has been installed at Lift station 5. The power is now hooked up and the programming will be installed to make that area covered also. When these two areas are developed the City will be able to recoup their investments due to a policy that we now have in place.

Storm spotter training was held in Olmsted County April 24th.

I’ve sent in an application to the Hazard Mitigation Assistance Program to try and receive grant funds. The funds would be aimed at replacing the 511th St. Bridge that has deteriorated and was damaged in the last few bigger floods. This is a lengthy process but if successful Pine Island could receive large funds to help us.

Thank you for your attention.

Wayne King

Emergency Manager / Civil Defense Director