

**CITY OF PINE ISLAND
250 SOUTH MAIN STREET
PINE ISLAND, MN 55963**

**CITY COUNCIL MEETING
Tuesday March 20, 2012
Second Floor – City Hall
7:00 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. CONSENT AGENDA*
 - A. City Council Regular Meeting Minutes-February 21, 2012.
 - B. P & Z Commission Minutes-Regular Meeting March 13, 2012
- IV. ADMINISTRATION AND LEGAL
 - A. Purchase Agreement.
 - B. Public Hearing on Pine Haven Nursing Home Tax Equity and Fiscal Responsibility Act Hearing (TEFRA)
 - C. Resolution 12-017- Identifying Pine Haven Inc. as a principal user of the Care Center and approving documents in conjunction with the issuance of the refunding bonds.
 - D. Resolution 12-014-Schedule Public Hearing on TIF District 1-14
 - E. Resolution 12-015-Schedule Public Hearing for City Abatement Hearing
 - F. Resolution 12-016-Schedule Business Subsidy Hearing for Lumberyard
 - G. Authorize David Drown Associates to begin work on TIF District 1-14 and Abatement documents
 - H. Schumacher Elevator Company –Motion to accept proposal to update Service Elevators at Evergreen and Library
 - I. Siren Upgrade-Joint Powers Agreement with Olmsted County
 - J. White Water Wireless-Service Contract Approval
 - K. Doug Alms-Wastewater Operator Agreement
 - L. Island Classic Car Show-Approve Street Closing-Third Ave NE
 - M. Approval of Cheesefest Parade Route and Street Closing-Noon on 6-7 until early AM on 6-11 ** Conditional of County approval.
 - N. Resolution 12-012 Establishing Precincts and Polling Place for the City of Pine Island
 - O. City Resolution 12-013-American Disabilities Act for Pool
 - P. 2011 City Performance Report
 - Q. Cemetery Board Appointment

V. PLANNING COMMISSION

- A. Resolution 12-018 Pine Haven Community-Approval of Final Plat
- B. Ordinance 116 Second Series adopting Section 12 Subdivision Regulations Amendment.

VI. PUBLIC WORKS & ENGINEERING

- A. Resolution 12-019 Awarding Contract for the 2012 NW Street Project.
- B. Update Council on the Organized Collection process
- C. Consideration of liquidated damages being imposed by local haulers

VII PUBLIC INPUT

VIII LEGAL

- A. Attorney's Report

IX CLAIMS

X DEPARMENT MONTHLY REPORTS**:

- A. Library
- B. Public Works.
- C. Fire Department
- D. Goodhue County Board Minutes-available www.co.goodhue.mn.us

** Listing of enclosed reports.

XI ADJOURN

All Council Meetings are audio tape-recorded.

Pine Island City Council Agenda is available on line:

City Council agendas and support documents available in electronic form and is posted on the Pine Island City Web Site 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 Abraham Algadi, City Administrator at 507-35-4591 at least five (5) business days before the meeting.

STATE OF MINNESOTA
CITY OF PINE ISLAND
COUNTIES OF GOODHUE/OLMSTED
REGULAR COUNCIL MEETING
FEBRUARY 21, 2012

Pursuant to due call, and notice thereof, Mayor Perry, called the council meeting to order at, 7:00 PM, in the council chambers, at city hall.

Members Present: Perry, Vettel, Steele, Strande arrived at 7:30 PM.

Members Absent: Weis

Others Present: Neil Britton, Steve Oelkers, Steve Ziller, Morgan Hansen, Troy Andrist, Jamie Andrist, Vince Fangman, Mike Bubany, Rick Keane, Alice Duschnek Myers, Brian Todd, Darrin Westphal, Eric Jarmuz, Megan Park, Robert Vose, Abraham Algadi, and Cindy Oelkers.

Consent Agenda-

Vettel made the motion, seconded by Steele, to approve the consent agenda. Approved 3-0-0.

Ordinance 15 Second Series-Pine Island Telephone Franchise Agreement-

Vettel made the motion, seconded by Steele, to approve Ordinance 15 Second Series-Pine Island Telephone Franchise Agreement. The term of the agreement is 15 years, fee shall be 5% of the basic cable revenue, and the following changes made to the agreement. On page 5, number 10 –omit city garage, page 8, omit number 5- Nonvoice Return Capability.

Approved 3-0-0.

Alli Rolloff Services-Solid Waste Collection License –

Vettel made the motion, seconded by Steel, to approve the Solid Waste Collection License for Alli Rolloff Service. License period, March 1, 2012 to December 31, 2012.

Approved 3-0-0.

Resolution 12-005-Approving the issuance of approximately \$680,000 G.O. Nursing Home Revenue Refunding Bonds, Series 2012A subject to approval of Administrator and Mayor and Ratification by City Council.

Steele made the motion, seconded by Vettle, to approve resolution 12-005. Approved 3-0-0.

Resolution 12-008-Pine Haven Nursing Home Tax Equity and Fiscal Responsibility Act Hearing, scheduled for March 20, 2012, 7:00 PM.

Steele made the motion, seconded by Vettel, to approve resolution 12-008.

Approved 3-0-0.

REGULAR COUNCIL MEETING
FEBRUARY 21, 2012
PAGE 2

Resolution 12-009-Authorizing Official Signatories for the City of Pine Island-
Vettel made the motion, seconded by Steele, to approve resolution 12-009.
Approved 3-0-0.

White Water Wireless Contract-Steele made the motion, seconded by Vettel to table this item
until the March 20, 2012, council meeting. Approved 3-0-0.

Councilmember Strande arrived at 7:30 PM.

Library Board Appointment-
Vettel made the motion, second by Steele, to approve the appointment of Rae Ormsby, to the
Library Board. Approved 4-0-0.

Resolution 12-010-Declaring "Fee Holiday" -
The city is suspending the \$1500.00 Water and Sewer connection fees, and \$200.00 Zoning
fees, from February 22, 2012, until December 31, 2012, for new single family homes on existing
lots of record only, within the City of Pine Island. Certificate of Occupancy must be issued, no
later than end of day, December 31, 2013.
Steele made the motion, seconded by Vettel, to approve resolution 12-010. Approved 4-0-0.

Resolution 12-011-Authorizing Staff to act on Xcel Energy Audit recommendations to update
lighting within Public Facilities-
The T12 and all eight foot fluorescent lighting are being phased out. Xcel Energy conducted an
audit to demonstrate the rate of savings, of new T8 25W and 32W lighting fixtures. Excel is
offering a rebate of 13%, to help offset the cost of upgrading to the new fixtures.
Vettel made the motion, seconded by Strande, to approve resolution 12-011. Approved 4-0-0.

White Pines Sportsman Club request for gambling permit was added to the agenda-
Vettel made the motion, seconded by Strande, to approve gambling permit for White Pines
Sportsman Club. Approved 4-0-0.

Subdivision Regulations Chapter 12 Amendment-Hearing continued until March meeting.

Resolution 12-007-Approving Pine Haven Preliminary Plat-
Vettel made the motion, seconded by Steele, to approve the Preliminary Plat for Pine Haven.
Approved 4-0-0.

Resolution 12-006-Authorize 2012 NW Street Project Bids-
Steele made the motion, seconded by Strande, to approve resolution 12-006.
Approved 4-0-0.

REGULAR COUNCIL MEETING
FEBRUARY 21, 2012
PAGE 3

Solid Waste Organizing-City Administrator Algadi will present a report at the March 20, 2012, council meeting.

Public Input-
Megan Park asked for clarification of the "Fee Holiday".

Legal-
City Attorney Vose-no report.

Claims-
Vettel made the motion, seconded by Strande, to approve February 2012 claims.
Approved 4-0-0.

There being no further business, Vettel made the motion, seconded by Steele, to adjourn the meeting at 8:25PM.

Respectfully submitted,

Cindy Oelkers
Deputy Clerk

City of Pine Island
Planning and Zoning Commission
Minutes
Tuesday, March 13th, 2012
7:00 PM – City Hall

Roll Call: Meeting called to order by Chairman Hames at 7:00 PM

Present: Roy Larson, Grant Friese, Ken Hames, Harlan Pahl, and Rod Steele.

Absent: T.J. Schutz.

Also present Neil Britton, John Anderson, Mike Fangman and Abraham Algadi.

Minutes of February 14th 2012. Motion by Grant second by Pahl approved 4-0-0.

Chapter 12 – Subdivision Regulation: Chairman Hames reopened the hearing from last month.

John Anderson went over the comments from Neil Britton. Commissioner Friese asked if the issue raised by Vince on the certificate of survey reference? John said that we will get to all the comments, we are not clear on the number of new issued raised given the volume of comments but we intend on going over all submitted comments tonight.

John: I'm fine with taking out the reference to certificate of survey. Elsewhere there is a reference to defining twin homes which is not in zoning code for the purpose of subdivision regulation. John stated that construction on an out lot should not be permitted since out lots by design are not generally fit due to their size, location, open space requirements, and/or services and access. Discussion followed on why the section does not allow construction on an outlet. John said that is why we have the minor sub definitions detailed so that they address this issue. (*out lot creation as a result of a minor subdivision that would later be used to seek a building permit*)

Mike Fangman: The information requested through minor sub is too much, in this case you might as well eliminate the minor subdivision all together.

Staff suggested that the minor subdivision is intended to keep a simpler option of subdividing the land available without having applicants (*normally residents and local businesses*) go through the entire platting process and be required to pay the higher platting and engineering fees.

Larson: We need to come together and with all due respect move the process along. Chairman Hames asked: Should we take it chapter by chapter and say yeah and nay or go through each specific comment?

Friese: I think there are no legal issues of concern here, and most of the items under discussion are technical and/or policy items in nature. We appreciate the comments from Vince. However, should move forward and give Vince a copy of the final documents since some of his comments will be incorporated in final form before formal adoption.

John: Vince's comments suggest deleting all the process defined 12.19 sub 3. John added that we need to keep that language in there. On the issues of data for preliminary plat for instance Vince is suggesting adding the language highlighted in his comments making the document even larger. City Engineer suggested 1" = 100' and you can vary from that depending on what level of detail you want on the preliminary plat.

Motion to close the public hearing by Friese and second by Harlan, Motion carried 4-0-0.

Motion by Larson and second by Friese to recommend approval of proposed amendments to Chapter 12 “Subdivision Regulations”. Motion carried 4-0-0.

Pine Haven Community Plat:

Chairman Hames asked if there are any further comments or discussion on the proposed final plat. Staff stated that the comments shared with the City by utilities, Fire Department, City Engineer, and City Attorney were incorporated in the final document. The City Attorney is completing his title review and by the time the Plat move on to Council on the 20th, we would have everything in place.

Motion by Pahl and second City Friese to approve the “Pine Haven Community” final plat. Motion carried.

There being no more business to come before the Commission, meeting adjourned at 8:45 PM

Respectfully Submitted,

Abraham Algadi

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made this ____ day of _____, 2012 by and between _____ (“Seller”) and the City of Pine Island, a Minnesota municipal corporation (“Buyer”).

2. **SALE OF PROPERTY.** The Seller is the owner of that certain real estate located in the City of Pine Island, Scott County, Minnesota depicted on the attached Exhibit A (the “Property”). The Property consists of platted lots and portions of platted lots collectively comprising approximately ____ acres.

3. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Seller offers and agrees to sell the Property and hereby grants to Buyer the exclusive right to purchase the Property, and Buyer agrees to purchase the Property.

4. **FIXTURES AND PERSONAL PROPERTY.** All fixtures on, at or affixed to the building on the Property as of the date of this Purchase Agreement are included in this sale. There are no items of personal property included in this transaction.

5. **PURCHASE PRICE AND TERMS:**

A. **PURCHASE PRICE:** The Purchase Price for the Property is \$1.55 per square foot, for a total Price of _____ Dollars (\$_____.00).

B. **TERMS:**

- (1): **EARNEST MONEY.** No earnest money will be paid.
- (2): **PURCHASE PRICE DUE SELLER:** Buyer agrees to pay the Purchase Price by wire transfer or check issued from the Buyer’s account in immediately available funds on the Closing Date, less any adjustments provided by the terms of this Purchase Agreement.
- (3): **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller agrees to execute and deliver a Warranty Deed or Deeds conveying good and marketable title to the Property to Buyer.
- (4) **DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.** In addition to the Deed required at paragraph 5B(3) above, Seller shall deliver to the Buyer:
 - a. Standard form Affidavit of Seller.
 - b. Certificate that Seller is not a foreign national.
 - c. Well disclosure certification, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to paragraph

2B(3) above must include the following statement: “The Seller certifies that the Seller does not know of any wells on the described real property.”

- d. Such other documents as may be reasonably required by Buyer’s title examiner or title insurance company.

6. **CONTINGENCIES.** Buyer’s obligation to buy the Property is contingent upon completion, satisfaction or waiver of the following prior to the Closing Date:

- A. Buyer’s determination of marketable title pursuant to paragraph 7 herein;
- B. Buyer’s determination, in its sole discretion, that the results of any Property inspection or investigation are satisfactory to Buyer;
- C. Approval by Buyer (acting thru the Pine Island City Council) of a resolution authorizing purchase of the Property.
- D. Approval by Buyer (acting thru the Pine Island City Council) of purchase agreements with end-user purchasers of the Property.
- E. Approval by Buyer (acting thru the Pine Island City Council) of financing for the Property.
- F. Approval of subdivision of the Property from other, adjoining parcels so as to permit recording of the deed or deeds conveying the Property.

These contingencies are solely for the benefit of Buyer and may be waived by Buyer. If Buyer or its attorney gives written notice to Seller that the contingencies are duly satisfied or waived, the Buyer and Seller shall proceed to close the transaction as contemplated herein.

If Buyer provides written notice to Seller that one or more of the contingencies is not satisfied and is not waived, this Purchase Agreement shall thereupon be void and the parties shall have no further obligations. As a contingent Purchase Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq. but Seller shall execute a termination of this Purchase Agreement in the event Buyer so requests.

7. **TITLE EXAMINATION/CURING TITLE DEFECTS.** The Seller will provide the Buyer with the abstract of title for the Property. The Buyer shall have twenty (20) business days after receipt of the fully executed Purchase Agreement and the abstract to examine title and to deliver written objections to title, if any, to Seller. If timely written objections are not delivered, any such objections shall be deemed waived. Seller shall have until the Closing Date to make title marketable, at Seller’s cost. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Closing Date, then, this Agreement may be terminated at

the option of the Buyer.

8. **CLOSING DATE.** The closing of the sale of the Property shall take place at City Hall in Pine Island, Minnesota, or at such other location as is mutually agreed upon, on or before June 15, 2012.

9. **REAL ESTATE TAXES.** Seller shall pay all real estate taxes due and payable and penalties and interest, if any, in connection with the Property for all years prior to 2012. Buyer shall be responsible for real estate taxes due and payable in 2013 and all years thereafter. Seller and Buyer shall prorate all real estate taxes due and payable in 2012 based upon the date of closing.

10. **SPECIAL ASSESSMENTS.** There are no special assessments levied or pending against the Property.

11. **CLOSING COSTS AND RELATED ITEMS.** Buyer shall be responsible for the payment of the following costs: (a) deed transfer taxes and conservation fees required to be paid in connection with the deed or deeds to be given by Seller; (b) the cost of the tract check and name search fees for the commitment of title insurance; (c) the title insurance premium and service charge for the commitment of title insurance provided, however, that in the event no abstract is available Seller shall pay the costs of Buyer's title insurance policy; (d) deed recording fees; (e) closing fee, if any. Each party shall be responsible for its own attorneys' fees and costs.

12. **POSSESSION/CONDITION OF PROPERTY.** Seller shall deliver possession of the Property to Buyer at closing, in the same condition as the Property existed on the date of this Purchase Agreement. Seller shall remove all debris and personal property from the Property prior to delivery of possession. Any property not removed shall be deemed abandoned, and Buyer shall have the right to retain or dispose of such personal property. Buyer shall have the right to inspect the Property prior to closing.

13. **HAZARDOUS SUBSTANCES.** Seller shall remove all substances which, under state or federal law, constitute "hazardous substances" including, but not limited to, fuel, used oil, paints, solvents, fertilizers, poisons, and the like and shall dispose of the same at an approved disposal facility. Buyer may perform reasonable environmental testing and investigations at any time prior to closing. Notwithstanding Buyer's right to investigate, Seller shall indemnify and hold the Buyer harmless for all costs incurred in disposing of hazardous substances remaining at the Property after closing.

14. **DAMAGES TO REAL PROPERTY.** If the Property is damaged prior to closing, Buyer may rescind this Purchase Agreement by notice to Seller within twenty-one (21) days after the Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the Property.

15. **DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM.** Seller discloses that there is not an individual sewage treatment system on or serving the

Property.

16. **WELL DISCLOSURE.** Please check one:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.

17. **NO MERGER OF REPRESENTATIONS, WARRANTIES.** All representations and warranties contained in this Purchase Agreement shall not be merged into any deed, instruments or conveyance documents delivered at closing, and the parties shall be bound accordingly.

18. **NO BROKER'S COMMISSION.** The Seller and Buyer represent and warrant to each other that no broker's commission or finder's fee shall be paid in connection with the sale of the Property.

19. **ENTIRE AGREEMENT; AMENDMENTS.** This Purchase Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

20. **BINDING EFFECT; ASSIGNMENT.** This Purchase Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Buyer shall not assign its rights and interest hereunder without notice to Seller.

21. **NOTICE.** Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

If to Seller:

If to Buyer:

Robert Vose
Pine Island City Attorney
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

22. **SPECIFIC PERFORMANCE.** This Purchase Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this agreement; the parties reserve all other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLER

By: _____

Its:

**BUYER
CITY OF PINE ISLAND**

By _____
Its Mayor

By _____
Its City Clerk

Exhibit A

CITY OF PINE ISLAND, MINNESOTA

NOTICE OF A PUBLIC HEARING WITH RESPECT TO THE
ISSUANCE OF GENERAL OBLIGATION NURSING HOME
REVENUE REFUNDING BONDS AND IDENTIFICATION OF
PRINCIPAL USER OF BOND-FINANCED NURSING HOME

NOTICE IS HEREBY GIVEN that the City Council of the City of Pine Island, Minnesota (the "City"), will conduct a public hearing on Tuesday, March 20, 2012, at 7:00 p.m. at City Hall, 250 South Main Street, City of Pine Island, Minnesota, to consider the issuance of general obligation nursing home revenue refunding bonds (the "Bonds") under Minnesota Statutes, Sections 447.46 through 447.50, as amended and Chapter 475, as amended, to refinance the Pine Haven Care Center, located at 210 Third Street NW in the City (the "Nursing Home"). The Nursing Home is owned by the City and leased and operated by Pine Haven Inc.

The purpose of the public hearing is to approve the issuance of the Bonds and to identify Pine Haven Inc., a Minnesota nonprofit corporation and organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code, and any and all of their affiliates that are organizations exempt from federal income taxation under Section 501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as a qualified 501(c)(3) user of the Nursing Home.

At the time and place fixed for the public hearing, the City will give all persons who appear at the public hearing an opportunity to express their views with respect to the issuance of the Bonds and the identification of Pine Haven Inc. as a principal user of the bond-financed Nursing Home. In addition, interested persons may file written comments with the City Clerk at or prior to such public hearing.

Dated: February 29, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Abraham Algadi
City Administrator
City of Pine Island, Minnesota

RESOLUTION NO. 12-017

RESOLUTION IDENTIFYING PINE HAVEN INC. AS A PRINCIPAL USER OF THE PINE HAVEN CARE CENTER TO BE REFINANCED WITH THE CITY'S GENERAL OBLIGATION NURSING HOME REVENUE REFUNDING BONDS, SERIES 2012A AND PROVIDING APPROVAL FOR VARIOUS DOCUMENTS TO BE EXECUTED IN CONJUNCTION WITH THE ISSUANCE OF THE REFUNDING BONDS

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

Section 1. Recitals.

1.01. On January 25, 1999, the City held a special election regarding whether the City should issue general obligation bonds to finance the acquisition of the Pine Haven Care Center (the "Nursing Home") for operation as a municipally owned Nursing Home. The ballot question was approved and the City issued its General Obligation Nursing Home Revenue Bonds, Series 2002 (the "Series 2002 Bonds") in the amount of \$1,220,000 on February 13, 2002, pursuant to Minnesota Statutes, Sections 447.46 through 447.50, as amended, and Chapter 475, as amended. The proceeds of the Bonds were applied to the cost of acquiring the Nursing Home through prepayment of the City's Nursing Home Revenue Bonds (Pine Haven Care Center, Inc.), Series 1992 issued as conduit bonds by the City for the benefit of the former owners of the Nursing Home

1.02. Pursuant to a resolution adopted on February 21, 2012, the City has determined to refund the Series 2002 Bonds by issuing its General Obligation Nursing Home Revenue Refunding Bonds (the "Refunding Bonds"), in the maximum principal amount of \$680,000.

1.03. The Nursing Home is owned by the City and leased to and operated by Pine Haven Inc. ("Pine Haven"), which is an organization exempt from federal income taxation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") as a result of the application of Section 501(c)(3) of the Code. Pine Haven has undergone several name changes since the Series 2002 Bonds were issued.

1.04. On the date hereof, the City Council conducted a public hearing on the issuance of the Refunding Bonds and to identify Pine Haven as a principal user of the Nursing Home to be refinanced with the proceeds of the Refunding Bonds, in accordance with Section 147(f) of the Code.

1.05. In conjunction with the refunding of the Series 2002 Bonds, Pine Haven has proposed the property leased to it by the City pursuant to a Ground Lease, dated as of June 1, 2002, be replatted, along with other property owned by Pine Haven. In addition, Pine Haven has requested that the City Council agree to convey certain property to Pine Haven for an expansion project. Upon replatting of the property and conveyance of property to Pine Haven, the legal descriptions in the documents related to the lease and operation of the Pine Haven will need to be revised accordingly.

1.06. In conjunction with the issuance of the Refunding Bonds, the following documents have been drafted in relation to the leasing and operation of the Nursing Home, including:

A. An Amended and Restated Ground Lease Agreement, dated on or after April 1, 2012 (the "Ground Lease"), between the City and Pine Haven;

B. An Amended and Restated Nursing Home Facility Lease, dated on or after April 1, 2012 (the "Nursing Home Lease"), between the City and Pine Haven;

C. An Amended and Restated Nursing Home Facility Operating Agreement, dated on or after April 1, 2012 (the "Nursing Home Operating Agreement"), between the City and Pine Haven;

D. An Amended and Restated Nursing Home Facility Master Agreement, dated on or after April 1, 2012 (the "Master Agreement"), between the City and Pine Haven;

The Ground Lease leases the property upon which the Nursing Home is located to Pine Haven for 99 years. Pursuant to the Nursing Home Lease, the City will lease the Nursing Home to Pine Haven for rental payments equal to the principal of and interest due on the Refunding Bonds until the Refunding Bonds mature. The Nursing Home Lease also requires Pine Haven to make payments to the City in the amount equal to the taxes that would be paid on the property if the property was not tax-exempt. The Nursing Home Operating Agreement delineates Pine Haven's duties and responsibilities with respect to the management of the Nursing Home. The Master Agreement contains representations and covenants of the City and Pine Haven relating to the Ground Lease, the Nursing Home Lease, and the Nursing Home Operating Agreement. Forms of these documents are on file with the City.

Section 3. Approval.

3.01. The City hereby identifies Pine Haven as a principal user of the Nursing Home.

3.02. The Ground Lease, the Nursing Home Lease, the Nursing Home Operating Agreement and the Master Agreement are hereby approved. The Mayor and the City Administrator are authorized and directed to execute and deliver such documents on behalf of the City, substantially in the forms on file, but with all such changes therein as shall be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Copies of all of such documents shall be delivered, filed and recorded as provided therein. The Mayor and City Administrator and other officers of the City are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

Approved by the City Council of the City of Pine Island, Minnesota, this 20th day of March, 2012.

CITY OF PINE ISLAND, MINNESOTA

Mayor

ATTEST:

City Clerk



Spring Valley Office
29359 County 38
Spring Valley, MN 55975
Phone/Fax (507) 346-7895
Cell (507) 273-2443
Email mike@daviddrown.com

March 15, 2012

VIA EMAIL

City of Pine Island
Paul Perry, Mayor
Abraham Algadi, City Administrator
250 South Main Street
PO Box 1000
Pine Island, MN 55963

RE: Commercial Park Project

Honorable Mayor Perry, Members of the City Council, and Mr. Algadi:

As you may know, Pine Island Lumber and Olson Motor Repair have been offered flood buyouts by the Minnesota DNR. Both companies have expressed interest in keeping their businesses open within the City of Pine Island if they can find a relocation site at a cost that meets their financial needs.

In the case of Pine Island Lumber, they have noted that relocation will occur only if it can be accomplished with a certain amount of new debt. They are currently operating debt free and can only absorb a certain level of debt. If they are unable to find such a location they will likely retire and close the company. Based on initial construction estimates they need to find land whose price can be forgiven.

Olson Repair Shop has indicated a maximum amount they are willing to spend on improved land. There are some existing sites available in Pine Island that could serve their needs, but those sites all have certain deficiencies. They are looking for up to an acre of improved land at a cost not to exceed \$1.75 per square foot.

By providing appropriate land to these companies at the costs noted above, the City will be retaining jobs that might be lost as well as two successful and viable companies that help support the local economy.

Staff has worked hard to find a potential site to acquire and develop into a commercial park that would accommodate these two businesses and potentially more. After much discussion, it was determined that the best location was approximately 6 acres of bare ground currently owned by Progressive Tool & Manufacturing ("PTM") on the north side of town. The main reason this site was selected as most appropriate is due to the following factors:

1. Can be acquired at a reasonable price
2. Properly located so that zoning is not an issue
3. Easily improved with nearby utilities
4. PTM has business plans of their own and said purchase can help this successful company in that regard

In order to accomplish the task of acquiring and developing land and offering it to these two companies at reduced cost, staff and I are recommending the City utilize the following strategy:

1. Create a new Economic Development TIF District on the property in question. Further, "backend" that TIF District with a cooperative Tax Abatement with the Pine Island School District. Staff is in discussion with School officials to this possibility. The backend abatement is necessary to generate the revenue that will buy down the cost of land.
2. The revenues generated by those property tax tools appear sufficient to repay a TIF / Tax Abatement Revenue Note issued to the Pine Island Telephone Company who would provide funds

from its Revolving Loan Account to purchase the land from PTM. These funds were originally provided by the USDA for these types of projects.

3. Use cash reserves in an existing, older TIF District (specifically NE Section TIF) to pay for the costs of the public improvements required. This older District is not subject to many of today's rules and is an ideal funding source. The proposed project is consistent with the original goals and objectives of the District.

The benefit to Pine Island Lumber is expected to exceed \$150,000 which is the triggering point for a Business Subsidy Hearing and agreement. Attached with this report is a Resolution Calling for a Business Subsidy Hearing and a basic outline of the agreement terms. While Olson Motor Repair might require a Business Subsidy Agreement (if benefit is calculated over \$25,000), the benefit to that company is less than \$150,000 and does not require a public hearing. Basic terms for their agreement are included as well.

The Council needs to understand that timing to this project is absolutely vital. Typically, the lumberyard and motor repair shop would not be allowable uses in an Economic Development TIF District. However, the Jobs Bill passed in 2010 allows great flexibility if the City can find that the project creates or retains jobs and construction of these businesses commences prior to July 1st. That will require an EXTREMELY aggressive schedule if we are to get this done. Attached please find a Schedule of Events.

Also attached please find Resolutions Calling for the TIF and Tax Abatement Hearings that need to be passed. I have included the proposed resolution calling hearing to be passed by the School District simply for your information. Again, staff is communicating with the School District about their proposed role in this project. Hopefully, they will know more before your meeting on March 20th.

What are the risks? Staff has been working with legal counsel on a purchase agreement for the land currently owned by PTM. Said offer will be laden with contingencies so that if the project falls through you are not on the hook. However, if you decide to move forward with these hearings you will be incurring costs from myself as well as legal counsel and engineering costs. Should the project fail, the City will have to absorb those costs. I cannot speak for legal counsel or the engineer, but our base fee for the drafting of a TIF Plan is \$5,500. Our fee for processing a cooperative Tax Abatement is \$3,500. Further, there are miscellaneous expenses such as mileage. So worst case, the City could see a bill for as much as \$10,000 from our firm for this project. However, if the project was cut off early enough we would agree to prorate the bill accordingly.

Unfortunately, I am unable to attend on March 20th. I am asking that the Council pass all the required Resolutions Calling for Public Hearing and specifically pass a motion authorizing David Drown Associates to immediately begin the necessary work associated with the TIF District and Tax Abatement. I will certainly be present at the hearings to explain the project and answer questions. Further, I will make myself available for meetings prior to then as requested.

Yours truly,



Mike Bubany, Associate
David Drown Associates, Inc.

Enc.

**City of Pine Island
TIF 1-14 and Backend Tax Abatement Approval Process Schedule**

<u>Due Date</u>	<u>Required Action</u>
March 20, 2012	Council authorizes DDA to prepare TIF Plan and Tax Abatement Plans for City and School Council approves Resolution Calling Public Hearing (TIF) Council approves Resolution Calling Public Hearing (Tax Abatement) Council approves Resolution Calling Public Hearing (Bus. Subsidy)
No later than March 20, 2012	City Staff contacts School District officials to determine appetite for a cooperative "backend" tax abatement
No later than April 2	Lumberyard and Motor Repair Shop submit "but for" letters DDA completes TIF Plan and "backend" Tax Abatement Plans for City and School. Copies of TIF Plan sent to County and School for review and comment.
April 4	Pine Island EDA reviews TIF Plan and backend Tax Abatement Plans and makes recommendation for approval Pine Island EDA reviews request by City for use of Telephone Company Revolving Loan funds (USDA).
April 16	School passes Resolution Calling Public Hearing (Tax Abatement)
Week of April 23	Submit notices of public hearing to official newspapers
Week of April 30	Publication of TIF Hearing, Bus. Subsidy Hearing, City Tax Abatement Hearing and School Tax Abatement Hearing
May 15	City TIF Hearing City Tax Abatement Hearing City Business Subsidy Hearing
May 21	School Abatement Hearing
Prior to June 20 th	Zwart property acquired by City / Development/Purchase Agreements crafted/signed with 2 businesses Building Permits issued File request for certification of TIF District
Prior to July 1 st	Lumberyard and Motor Repair Shop begin construction

* *News Record* publishes notices on Wednesday; deadline for publication is 5:00 p.m. the Friday before.

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

HELD: March 20, 2012

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 20th day of March, 2012, at 7:00 o'clock p.m. for the purpose, in part, of calling a public hearing on the creation of Tax Increment Finance Plan for Tax Increment Financing District No. 1-14.

The following Councilmembers were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption;

**RESOLUTION NO. 12-014
CALLING FOR A PUBLIC HEARING ON
THE CREATION OF TAX INCREMENT FINANCING DISTRICT NO. 1-14 AND
THE ADOPTION OF TAX INCREMENT FINANCE 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. The City Council shall meet on Tuesday, May 15, 2012, at approximately 7:00 p.m. to hold a public hearing on the following matters: (a) the proposed creation of Tax Increment Financing District No. 1-14, and (b) the proposed adoption of the Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, inclusive, as amended (the "Act").

2. Notice of Hearing. Filing of Program and Plan. The 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 Tax Increment Financing Plan, as proposed to be adopted, on file in the 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:

Abstained:

and the following voted against the same.

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
CITY OF PINE ISLAND) SS.
COUNTY OF GOODHUE)

I, the undersigned, being the duly qualified City 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 Tax Increment Financing District No. 1-14, as proposed to be adopted.

WITNESSED:

City Administrator

Date

EXHIBIT A

**CITY OF PINE ISLAND
COUNTY OF GOODHUE
STATE OF MINNESOTA
NOTICE OF PUBLIC HEARING ON
THE CREATION OF TAX INCREMENT FINANCING DISTRICT NO. 1-14
AND THE ADOPTION OF TAX INCREMENT FINANCE PLAN RELATING THERETO**

NOTICE IS HEREBY GIVEN that the City of Pine Island, Goodhue County, Minnesota, will hold a public hearing on Tuesday, May 15, 2012, at approximately 7:00 p.m. at the Council Chambers in City Hall in the City of Pine Island, Minnesota, relating to (a) the proposed creation of Tax Increment Financing District No. 1-14, and (b) the proposed adoption of the Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-14, 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 properties proposed to be affected by Tax Increment Financing District No. 1-14 are described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the Tax Increment Financing District is set forth below:

(INSERT MAP)

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

Dated: [Date of publication]

BY ORDER OF THE CITY COUNCIL

/s/ Abraham Algadi
City Administrator

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

HELD: March 20, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of Pine Island, Minnesota was duly held at City Hall on the 20th day of March 2012 at 7:00 o'clock p.m. for the purpose, in part, of calling for a public hearing on the approval of a property tax abatement.

The following Council Members were present:

and the following were absent:

Council Member _____ introduced the following resolution and moved its adoption;

RESOLUTION NO. 12-015
RESOLUTION SETTING DATE FOR A PUBLIC HEARING
ON THE APPROVAL OF A TAX ABATEMENT RESOLUTION
FOR THE PURPOSE OF FINANCING THE ACQUISITION AND
DEVELOPMENT OF LAND INTO A COMMERCIAL PARK

WHEREAS:

1. The City of Pine Island (the "City") desires to finance the purchase and development of land within its corporate boundaries utilizing Tax Abatement as part of the financing package; and
2. Minnesota Statute 469.1813 Subdivision 1 allows the use of Tax Abatement to Increase or preserve tax base, provide employment opportunities, to acquire or construct public facilities and to finance public infrastructure; and
3. Prior to approving an abatement resolution the City must hold a public hearing.

BE IT RESOLVED by the City Council as follows:

1. Public Hearing. The City Council shall hold a public hearing on the use of tax abatement for the purpose of financing the acquisition and development of land into a commercial park, at 7:00 P.M. on Tuesday, May 15th, 2012 at City Hall in the City of Pine Island. Staff is directed to publish notice of this hearing as required by Abatement Law.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ 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.

APPENDIX A

**CITY OF PINE ISLAND
COUNTY OF GOODHUE
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING
on
APPROVAL OF PROPERTY TAX ABATEMENT**

NOTICE IS HEREBY GIVEN that the City Council of the Pine Island, Minnesota, will hold a public hearing on Tuesday, May 15th, 2012 at 7:00 p.m., at City Hall in the City of Pine Island, Minnesota, relating to the use of property tax abatement for the purpose of financing the acquisition and development of land into a commercial park pursuant to Minnesota Statutes, Section 469.1812 to 469.1815, inclusive, as amended. The maximum amount of abatement to be collected shall be \$150,000 over an eleven year period commencing with taxes payable 2022..

The following tax parcels are proposed to be included in the tax abatement:

INSERT TAX PARCELS HERE

Copies of the Abatement Resolution as proposed to be adopted will be on file and available for public inspection at the office of the City Clerk at City Hall.

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

BY ORDER OF THE CITY COUNCIL

City Administrator

STATE OF MINNESOTA)
CITY OF PINE ISLAND)
COUNTY OF GOODHUE) SS.

I, the undersigned, being the duly qualified and acting City Administrator of the City Council 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 duly called and held, as such minutes relate to calling for a public hearing on the use of property tax abatement.

Dated _____, 2012

City Administrator

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

HELD: March 20, 2012

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, March 20, 2012, at 7:00 o'clock p.m. for the purpose, in part, of calling a public hearing on the proposed business subsidy to Pine Island Lumber.

The following Council members were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption;

**RESOLUTION NO. 12-016
RESOLUTION CALLING PUBLIC HEARING ON
THE PROPOSED BUSINESS SUBSIDY TO PINE ISLAND LUMBER**

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

1. Public Hearing. This City Council shall meet on Tuesday, May 15, 2012, at 7:00 p.m. to hold a public hearing on a proposed business subsidy to **Pine Island Lumber** in accordance with the requirements of Minnesota Statutes 116J.993 through 116J.995

2. Notice of Hearing. 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, with instructions that the notice be sufficiently conspicuous in size and placement to distinguish it from the surrounding text; and to place a summary of the proposed Business Subsidy on file in the Administrator's office at City Hall by no later than the date of publication of the hearing notice, 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:

Abstained:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
CITY OF PINE ISLAND) SS.
COUNTY OF GOODHUE)

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 business subsidy to Pine Island Lumber.

Date: _____

Abraham Algadi
City Administrator

APPENDIX A

**CITY OF PINE ISLAND
COUNTY OF GOODHUE
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING
on
THE PROPOSED BUSINESS SUBSIDY TO PINE ISLAND LUMBER**

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, May 15, 2012, at approximately 7:00 p.m., at the City Hall in the City of Pine Island, Minnesota, relating to the proposed business subsidy agreement with **Pine Island Lumber** pursuant to Minnesota Statutes, Section 116J.993 through 116J.995, inclusive, as amended.

Any person with residence in or owner of taxable property in the City of Pine Island may file a written complaint with the City if the City fails to comply with the Minnesota Statute noted above. If written notice is not filed with the City, no action may be filed against the City for failure to comply.

A summary of the Subsidy Agreement as proposed to be adopted are on file and available for public inspection at the office of the City Administrator at City Hall.

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

Dated [Date of publication]

BY ORDER OF THE CITY COUNCIL

/s/ Abraham Algadi
City Administrator

SUMMARY OF BUSINESS SUBSIDY AGREEMENT

BETWEEN CITY OF PINE ISLAND &

PINE ISLAND LUMBER

The City agrees to:

1. Acquire and develop approximately 6 acres of land from Zwart's into a commercial park, located on the north side of the City.
2. The City agrees to replat the area and design the necessary public improvements in a manner to properly serve the proposed tenants of the park, including Pine Island Lumber.
3. The City agrees to sell up to 3 acres of said land to Pine Island Lumber for a price of up to approximately \$306,098 (or \$2.34 per square foot). However, Pine Island Lumber will not be required to front this cost, and said cost will be forgiven over a period of five years if it meets all of its obligations listed below.
4. To accomplish this assistance, the City will create TIF District No. 1-14, an Economic Development TIF District. Further, the City will "backend" the TIF District with Tax Abatement in cooperation with Independent School District No. 255.

Pine Island Lumber agrees to:

1. Purchase at least 2.5 acres and as much as 3 acres of aforementioned land from the City at a price of \$2.34 per square foot. Pine Island Lumber understands that it will not be required to pay this cost up front and that said cost will be forgiven over a period of five years should it meet its obligations as par to this agreement.
2. Begin construction of their project before July 1st, 2012 in order to comply with the "Jobs Bill" (Chapter 216 - House File 2695) enacted in 2010.
3. Maintain operations of a lumberyard at the site for a period of at least five years from the Benefit Date (defined as the date the new lumberyard facility is open for business).
4. At a minimum, maintain current staffing and wage/benefit levels for a period of at least two years.
5. Provide the City employment data summarizing employment and wage/benefit levels on forms prescribed by the City by February 1st each year.
6. Sign a minimum market value assessment agreement which waives their right to contest their taxable valuation for the duration of the TIF District and backend Tax Abatement (20 years). Said agreement will require a minimum taxable assessment value of \$750,000.
7. Failure to meet the goals identified in No.s 3 and 4 above will require Pine Island Lumber to repay the assistance plus interest (prorated to the extent goals are met).

SUMMARY OF BUSINESS SUBSIDY AGREEMENT

BETWEEN CITY OF PINE ISLAND &

OLSON MOTOR REPAIR

The City agrees to:

1. Acquire and develop approximately 6 acres of land from Zwart's into a commercial park, located on the north side of the City.
2. The City agrees to replat the area and design the necessary public improvements in a manner to properly serve the proposed tenants of the park, including Olson Motor Repair.
3. The City agrees to sell up to 1 acres of said land to Olson Motor Repair for a price of up to approximately \$101,930 (or \$2.34 per square foot). However, Olson Motor Repair will not be required to front all of this cost. Olson Motor Repair will pay \$1.75 per square foot up front (up to \$76,230 for one acre) and the difference of \$25,803 will be forgiven over a period of five years if it meets all of its obligations listed below.
4. To accomplish this assistance, the City will create TIF District No. 1-14, an Economic Development TIF District. Further, the City will "backend" the TIF District with Tax Abatement in cooperation with Independent School District No. 255.

Olson Motor Repair agrees to:

1. Purchase up to 1 acre of aforementioned land from the City at a price of \$2.34 per square foot. Olson Motor Repair understands that it will only need to front \$1.75 per square foot of the actual land purchased, and the difference will be forgiven over a period of five years should it meet its obligations as part of this agreement.
2. Begin construction of their project before July 1st, 2012 in order to comply with the "Jobs Bill" (Chapter 216 - House File 2695) enacted in 2010.
3. Maintain operations of a motor repair shop at the site for a period of at least five years from the Benefit Date (defined as the date the new facility is open for business).
4. At a minimum, maintain current staffing and wage/benefit levels for a period of at least two years.
5. Provide the City employment data summarizing employment and wage/benefit levels on forms prescribed by the City by February 1st each year.
6. Failure to meet the goals identified in No.s 3 and 4 above will require Olson Motor Repair to repay the assistance plus interest (prorated to the extent goals are met).

USES

\$ 392,000 Cost to Acquire 5.8 Acres @ \$1.55/foot
\$ 161,000 Cost to replat, construct road and utilities
\$ 553,000 Total Cost of Project

SOURCES

\$ 392,000 20 year loan from PITEL (to acquire land)
\$ 84,770 Old TIF Reserves for difference in land/road costs
\$ - Land Sale Proceeds from Lumberyard (2.5 acres)*
\$ 76,230 Land Sale Proceeds from Motor Repair Shop (1 acre @ \$1.75)**
\$ 553,000 Total Sources

252,648 Total Square Feet
(16,560) Less Road ROW
236,088 "Sellable Acres"
\$ 2.34 Actual Cost per Sellable Square Foot
1.67 Minimum Acres Still Available
\$ 306,098 Lumberyard Subsidy
\$ 25,803 Motor Repair Subsidy

* Based on maximum debt level affordable (\$500K)
** Based on per sq.ft. cost offered at a different location



Established in 1936

PROPOSAL

February 2, 2012

Quote # 20011017

Evergreen Place
220 Third Street NW
Pine Island, MN 55963

Bill: Evergreen Place
P.O. Box 1000
Pine Island, MN 55963
Phone: 507-356-8585

We propose to furnish labor and material to complete the following code-related items on your hydraulic passenger elevator (**please note that some of the items are the responsibility of the Owner**):

1. Provide a guarded light and GFCI outlet on the bottom of the elevator (1307.0067 subp. 8)
2. Provide code data plates (8.6.1.5.1)
3. Remove all materials from Machine Room other than elevator related equipment (8.6.4.8.1-4) – **To be completed by Owner**
4. Provide proper "Elevator Equipment Room" sign on outside of elevator machine room (1307.0047 subp. 7) – **To be completed by Owner**
5. All disconnects must have car numbers on them (3.10.5)
6. Install a key box labeled "Elevator Personnel Only" in the Machine Room (1307.0067 subp. 9).
7. Tag, identify and install all required keys in the "EPO" key box located in the machine room (1307.0067 subp. 9). Elevator keys will be provided by Schumacher Elevator, building and **other special keys will be provided by Owner.**
8. Provide written emergency evacuation procedure (8.6.11.4.2)
9. Install car door restrictors (1307.0047 subp. 10)
10. Tag, identify and install all required keys in the Emergency Key Box (1307.0090 subp. 2) **Owner to supply all building and special keys.**

We must have uninterrupted use of the elevator to do this work during regular working hours (Monday – Friday, 8:00 A.M. – 4:30 P.M.).

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Two Thousand Nine Hundred Twenty-Four and No/100 Dollars (\$2,924.00)

Payment to be made as follows:

The balance is due upon receipt of invoice. One & one-half percent (1 1/2%) interest per month will be charged on any unpaid balance after 30 days. The undersigned agrees to pay all collection costs in the event of default or failure to pay.

All material is guaranteed to be as specified. All Work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is required to carry fire, tornado and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 60 days.


Ted C. Duffy

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature: _____

Signature: _____



Established in 1936

PROPOSAL

February 2, 2012

Quote # 20011018

Pine Island Library
115 Third Street SE
Pine Island, MN 55963

Bill: Pine Island Library
P.O. Box 1000
Pine Island, MN 55963
Phone: 507-356-8558

We propose to furnish labor and material to complete the following code-related items on your hydraulic passenger elevator (**please note that some of the items are the responsibility of the Owner**):

1. Provide a guarded light and GFCI outlet on the bottom of the elevator (1307.0067 subp. 8)
2. Provide code data plates (8.6.1.5.1)
3. All disconnects must have car numbers on them (3.10.5)
4. Install a key box labeled "Elevator Personnel Only" in the Machine Room (1307.0067 subp. 9).
5. Tag, identify and install all required keys in the "EPO" key box located in the machine room (1307.0067 subp. 9). Elevator keys will be provided by Schumacher Elevator, building and **other special keys will be provided by Owner.**
6. Provide written emergency evacuation procedure (8.6.11.4.2)
7. Provide guarded light and GFCI outlet on the top of the elevator (1307.0067 subp. 8)
8. Tag, identify and install all required keys in the Emergency Key Box (1307.0090 subp. 2) **Owner to supply all building and special keys.**

We must have uninterrupted use of the elevator to do this work during regular working hours (Monday – Friday, 8:00 A.M. – 4:30 P.M.).

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

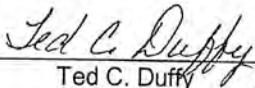
Two Thousand Two Hundred Ninety-Four and NO/100 Dollars (\$2,294.00)

Payment to be made as follows:

The balance is due upon receipt of invoice. One & one-half percent (1 1/2%) interest per month will be charged on any unpaid balance after 30 days. The undersigned agrees to pay all collection costs in the event of default or failure to pay.

All material is guaranteed to be as specified. All Work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is required to carry fire, tornado and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 60 days.


Ted C. Duffy

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature: _____

Signature: _____

CITY OF PINE ISLAND
OLMSTED COUNTY
WARNING SIREN JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between the CITY OF PINE ISLAND, a Minnesota municipal corporation (“City”), and OLMSTED COUNTY, MINNESOTA, (“County”), both of which are empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10.

WHEREAS, Minn. Stat. §12.03, subd. 4 states that the duties of an emergency management jurisdiction includes the capability to provide warning services; and,

WHEREAS, warning siren systems are a warning service designed to alert the public of hazardous weather conditions; and,

WHEREAS, the warning siren system consists of those warning sirens described in Appendix A attached hereto; and,

WHEREAS, the County HSEM maintains the capability to monitor weather through a dual method of weather radar and visual spotters strategically placed throughout Olmsted County. It possesses the ability to alert the public by operation of the warning siren system; and,

WHEREAS, the City and County wish to reach an understanding as to the activation, testing and maintenance of the City’s warning siren system and enter into this Joint Powers Agreement in order to do so.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

A. DUTIES AND RESPONSIBILITIES OF THE CITY:

1. Coordinate purchases and installation of warning sirens through the County.
2. Cooperatively develop and establish with the County a warning siren policy including, but not limited to, siren activation trigger points, siren maintenance, and siren testing dates, times, length of test, public notifications and related subjects. The Policy may not be modified or changed without the express and written approval of both parties.

B. DUTIES AND RESPONSIBILITIES OF THE COUNTY:

1. Provide regular and ongoing maintenance of the warning siren system described in **Appendix A** attached hereto.
2. Act as the primary site of warning siren activation during hazardous weather conditions.
3. Monitor current and predicted weather conditions to maintain situational awareness of hazardous weather conditions.
4. Maintain a weather radar system which can detect wind rotation, hail, high winds and other conditions of hazardous weather.
5. Work cooperatively with the Amateur Radio Emergency Services to provide Skywarn net visual spotters.
6. Maintain and coordinate a system of public safety spotters to provide a visual warning system.
7. Ensure warning siren hardware and software for warning siren units, controllers and similar equipment are compatible with the City's warning siren equipment.
8. Develop a method to test siren reliability and conduct a County activated test a minimum of once per month.
9. Cooperatively develop and establish with the City a warning siren policy including, but not limited to, siren activation trigger points, siren maintenance, and siren testing dates, times, length of test, public notifications and related subjects. The Policy may not be modified or changed without the express and written approval of both parties.

C. TERMS OF AGREEMENT:

1. This agreement shall be effective on the date it is signed by both parties and shall remain in effect until terminated by either party. The agreement may be cancelled by either party at any time, with or without cause, upon six month written notice provided to the other party.

D. REPRESENTATIVES AND NOTICES:

1. City's authorized representative for the purposes of administration of this contract is Abraham G. Algadi, City Administrator, 250 South Main Street, PINE ISLAND, MN, 55963, telephone: 507-356-4591, fax: 507-356-8230.
2. County's authorized representative for the purposes of administration of this contract is Kevin Torgerson, Director of Homeland Security and Emergency Management, 1421 Third Avenue S.E., Rochester, MN, 55904, telephone: 507-328-6101, fax: 507-328-6110.
3. All notices and correspondence, which may be necessary or proper for either party to accomplish the purposes of this Agreement, shall be addressed to the parties' authorized representatives listed above, or their successors in office.

E. MISCELLANEOUS PROVISIONS:

1. City and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.
2. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
3. The person(s) who sign this agreement hereby certify(ies) that he/she/they have been delegated authority to do so from the City or the County as required by applicable laws, home rule charter, articles, by-laws, resolutions, or ordinances.
4. This Agreement constitutes the entire agreement between the parties as to those matters contained therein, and supersedes any prior agreements between the parties relative to the matters

contained herein. No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

5. By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein. Both parties wish to avoid any delays associated with a legal challenge to any of the terms of this Agreement. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waive any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

IN WITNESSETH WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2012.

CITY OF PINE ISLAND

OLMSTED COUNTY

By _____
Its Mayor

By _____
Its Chairperson of the
County Board

Attest _____
Its City Clerk

By _____
Its County Administrator

Approved as to Form:

City Attorney

Approved as to Form:

County Attorney

k\JTPowers.OlmstedEmerSiren3

SERVICE AGREEMENT

PROPOSAL

For

PINE ISLAND, CITY OF

WHITEWATER WIRELESS, INC.

**Prepared by
Rollie Frank
1929 2nd St. SW.
Rochester, MN. 55902**

February 2012

By and Between: Whitewater Wireless, Inc.
Hereinafter 1929 2nd St. SW
Licensee Rochester, MN 55902

And: Pine Island, City of
250 Main St S
Pine Island, MN 55963

Upon acceptance of this agreement by both parties named above, and payment by Licensee per the attached addendum, Licensee's equipment will be serviced in accordance with the Terms and Conditions below.

- Base equipment and other fixed equipment will be serviced at customer location.
- Mobile equipment will be serviced at customer location whenever possible. The unit may be removed from the customers location if further tests or repairs are needed.
- Portable/pager equipment will be shipped/delivered to Whitewater Wireless, Inc.
- Preventative Maintenance checks will be done according to the FCC regulations and standards.

TYPE OF SERVICE

Services covered by this agreement shall include the following:

- Time to repair equipment
- Materials (parts) to keep equipment operating properly
- Driving time and mileage for equipment serviced at customer location
- System optimization as often as required for proper operation
- Return of equipment delivered to Whitewater Wireless, Inc.
- Spare unit provided upon availability if repair is unable to be completed at customer location. This option may incur an additional charge due to the history of the incident.
- Analyzation and reconditioning of portable batteries

Whitewater Wireless, Inc. will endeavor to keep equipment operating at factory specification levels and all work will be performed by qualified licensed personnel.

SERVICES NOT COVERED

Services not covered under this agreement which incur an additional charge:

- Repair of equipment not listed on addendum
- Batteries for portable/paging equipment and accessories
- Repair or replacement of antenna or antenna systems
- Repair of antenna supporting structure, tower or replacement of tower lighting
- Equipment which needs repair due to:
Accidents, Acts of God, Physical Abuse or Customer misuse, Power Surges, Water Damage, Environmental Conditions beyond our control, Loss of electrical power or phone line outages, Damage or failure caused by non-WWI install.

BUDGETABLE EXPENSE

This service will be able to be shown as a fixed expenditure and be able to be added into the customers annual budget. The service contract will be invoiced quarterly, semi-annually or annually and will remain constant for the contract period. Proper notification will be given to the customer sixty days in advance by a certified letter of a price increase. Within receiving that letter the customer will have thirty days to respond by a certified letter to WWI. In that letter the customer will either accept or reject the price adjustment.

This service agreement will allow the customer to increase the equipment life due to a proper care and maintenance schedule. The benefits to this will be reduced down time and increased up time. Priority service will be given to our contracted accounts which includes more availability of loaners and spares. Our customers service agreement will be tailor made to the individual account specifications to reduce the costs to our customer. Twenty-four hour service and HI-TECH BOARD repair are also available for our customers who desire these options.

INITIAL SYSTEM OPTIMIZATION

Whitewater Wireless, Inc. will conduct a system optimization on all units to be covered by this agreement. Should Whitewater Wireless, Inc. find any units not in proper working order, and if the unit(s) cannot be restored to factory specifications, WWI shall have the right to return any moneys collected and not provide coverage on the unit(s).

ADDITIONAL UNITS

If any units are added during the term of this agreement, Licensee shall provide serial number(s) of additional units and reimburse Whitewater Wireless, Inc. in accordance with the terms of this agreement.

INITIAL SET-UP FEE

An additional system set-up fee of \$25 shall be assessed at the time of inception of this service agreement. Whitewater Wireless, Inc. will set-up and keep a complete history file by serial number on all units. Licensee shall provide all serial numbers of all units to be covered under this contract.

SPECIAL CONDITIONS

This agreement (is) (is not) subject to any special terms and conditions. Payments can be made quarterly, semi-annually or annually. Prepaid annually subject to 5% discount.

SERVICE AGREEMENT

1. Definitions. "WWI" shall mean Whitewater Wireless, Inc.; "Customer" shall mean the customer named in the agreement; and "Product" shall collectively mean the equipment and software which WWI and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the attached proposal on the front of this agreement. "OEM" shall mean Original Equipment Manufacturer.

2. Acceptance. The terms and conditions set forth within this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by WWI's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by WWI. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. WWI shall not be bound by terms and conditions in Customers purchase order or elsewhere unless expressly agreed to in writing. Upon acceptance by WWI's Service Department, WWI's interest in the agreement is assigned to WWI.

3. Service Defined.

A. WWI agrees to provide service for the Product listed on this Agreement. Such Product shall be serviced according to the terms and conditions within this Agreement ("Service"). The Service shall begin and end on the dates set forth in this Agreement. WWI shall also Service other products sold by WWI and purchased by the customer during the term of this agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following expiration of the labor warranty on such other Product. In the event of loss, damage, theft or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to WWI. In this event, Customers obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which WWI receives such written report.

B. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request.

C. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other causality. Service performed for non-covered repairs shall be billed at WWI's current rate for applicable Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.

D. Where telephone lines and Product are used in conjunction with WWI maintained Product, WWI shall have no obligation or responsibility for such phone lines or product but shall, upon request, assist the Telephone Company in repairing such at the appropriate contract rate.

E. Customer shall indicate on the Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to obtain such status.

F. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if product cannot in WWI's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts. WWI at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail, may either: (1) remove such Product from this Agreement; (2) may increase the price to Service such Product. Customer shall have thirty (30) days from receipt of notice of price increase to such increase. If Customer properly objects to such increase, WWI shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.

4. Service Standards. The Product shall be serviced by WWI in accordance with the following standards: (i) OEM parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in OEM's product manuals; and (iii) routine service procedures prescribed from time to time by OEM for its Product shall be followed.

5. Time and Place of Service

A. Service shall be done at the location specified in this agreement. Where service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify WWI immediately of Product failure, allow WWI full and free access to the Product, and cooperate fully with WWI in WWI's servicing of the Product. Waiver of liability by WWI against Customer or other restrictions shall not be imposed by the Customer as a site access requirement. Customer shall allow WWI to use necessary machines, communications, facilities, features and other product (except as normally supplied by WWI) at no charge. Mobile's and removable Product shall be delivered by Customer to the WWI Service Center indicated on this Agreement.

B. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, of WWI's Service Center unless otherwise indicated on this Agreement.

6. Exceptions. When this Agreement is accepted by WWI, the equipment on the Agreement referenced within will be serviced by WWI in accordance with the terms and conditions printed in this contract. This Agreement does not include replacement of antennas or batteries, or service of any transmission line, antenna, tower or tower line unless such work is described within.

7. Payment / Taxes. On or about the date each payment is due as set forth in the terms of this Agreement, WWI shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed as incurred, and the Customer shall pay the amount of each invoice within ten (10) days of its date to the WWI office designated by WWI. Each invoice shall be due and payable whether or not the Product is operating, and WWI may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to WWI. Customer shall reimburse WWI for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of WWI and State income and franchise taxes of WWI.

8. Right To Subcontract. WWI shall have the right to subcontract in whole or in part the Service called for by this Agreement.

9. Revision of Fees. Prior to an Anniversary of the "Expiration Date" indicated on this Agreement, WWI may revise the Service fees set forth on this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to WWI sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.

10. Automatic Renewal. After the Expiration Date indicated on this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either WWI or the Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.

11. Interruption of Service. Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the WWI office designated by WWI. After said notice from Customer to the servicing agency and to the WWI office designated by WWI, WWI shall be liable for any interruption or interference affecting the use or transmission through the Product maintained to the extent of a pro rata allowance based on the quarterly service fee for the time such interruption or interference is attributable to the fault of WWI or its subcontractor. WWI does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control

of WWI, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, causality, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather conditions or defaults of WWI subcontractors due to such causes.

12. Warranty Limitations. Except as specified in this Agreement, WWI disclaims all warranties, express or implied including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, in no event shall WWI be liable for incidental or consequential damages to the full extent such may be disclaimed by law.

13. FCC and other Governmental Matter. Although WWI may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any license or other authorizations required by the Federal Communications Commission ("FCC") or any other Federal, State or Local governmental agency. Customer is solely responsible for complying with applicable FCC rules and regulation and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither WWI nor any of its employees is an agent of Customer in FCC or other governmental matters. WWI, however, may assist in preparation of the FCC license application for an administrative fee to the Customer.

14. Entire Agreement. Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them, that is the complete and conclusive statement of the agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between WWI and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.

15. Amendment. No modification of or additions to this Agreement shall be binding upon WWI unless such modification is in writing and signed by the WWI Official authorized to make such revisions and an authorized agent of Customer.

16. Validity. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.

17. Headings. Section and paragraph headings used in this Agreement are for the convenience only and are not to be deemed or construed to be part of this Agreement.

18. Law. This Agreement and Rights and Duties of the parties shall be governed and interpreted in accordance with the laws of the State of Minnesota.

19. Assignment. No assignment or transfer, in whole or in part of this Agreement by Customer shall be binding upon WWI without its prior written consent.

20. Waiver. Failure or delay on the part of WWI or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.

21. Time to Sue. Except for money due upon any open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where shorter limitation period is provided by applicable law.

22. Special Instructions: All HI-TECH BOARD repairs to consoles will be billed at the current time and material rate, unless the HI-TECH BOARD repair option is purchased. Pricing includes 7 by 24-hour service on fixed end equipment. Any equipment that is currently under warranty or extended warranty

will be added to the service contract at 70 percent discount.

23. Taxes are base on 20% of the contract pricing being parts usage and 80% labor.

PERIOD OF AGREEMENT

This Agreement shall be effective from _____, through _____, and shall continue for successive identical periods unless terminated in writing by either party with proper notification.

This Agreement was signed and official on _____.

Authorized Signature for:
Pine Island, City of
250 Main St S
Pine Island, MN. 55963

Authorized Signature for:
Whitewater Wireless, Inc.
1929 2nd St. SW.
Rochester, MN. 55902

PAYMENT CYCLE:

- Annually
- Semi-Annually
- Quarterly

TAX EXEMPT:

- Yes, Attach exempt Certificate
- No

SERVICE AGREEMENT
WASTEWATER TREATMENT SYSTEM
OPERATION SERVICES

THIS AGREEMENT is entered into this _____ day of March, 2012 between the City of Pine Island ("City"), and Goodhue County, Environmental Services Department ("Vendor"):

RECITALS

WHEREAS Vendor proposes to perform services associated with operation of the City's wastewater treatment facility as indicated in the attached; and

WHEREAS Vendor's representative, Doug Alms, will be responsible for providing the services and holds the following MPCA certifications:

Class A Waste Water	#A- 4015
Type 4 Biosolids	#4O-4015

WHEREAS the City desires to contract with Vendor.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

I. TERM

This Agreement shall be in effect from the date of signing through December 31, 2015, provided that either party may terminate upon no less than 180 days written notice to the other.

II. SCOPE OF SERVICES

Vendor shall provide all services as indicated in the attached. Vendor shall perform all such services in a professional, competent manner and in compliance with all applicable laws and regulations governing City's wastewater treatment facility.

III. COMPENSATION

Vendor shall be paid at a rate of \$57.00 per hour. Vendor shall invoice the City for services rendered on a monthly basis.

In reliance on the foregoing, Vendor and the City have caused this Agreement to be executed bellow by their duly authorized and proper officers on the day and year first written above.

**GOODHUE COUNTY,
ENVIRONMENTAL SERVICES**

By: _____

Its: _____

By: _____

Its: _____

CITY OF PINE ISLAND

By: _____
Mayor

Attest: _____
City Administrator

Contract for Services Rendered

This contract is entered into between The City of Pine Island Public Works Department and Goodhue Environmental Services.

I, Doug Alms, representing Goodhue Environmental Services, am providing my services to the City of Pine Island as an independently contracted waste water operator holding the following MPCA certifications:

Class A Waste Water # A - 4015
Type 4 Biosolids # 4O - 4015

Services rendered

- Provide Class A waste water certification and act as the authorized signator for the Pine Island waste water treatment facility, NPDES permit # MN 0024511.
- Provide Type 4O certification for biosolids application and reporting as required by NPDES permit # MN 0024511.
- Prepare and submit: monthly MPCA, discharge monitoring report, annual biosolids report and annual waste water industrial user report.
- Schedule on site times that meet MPCA permit requirements.
- Any qualified services mutually agreed upon, not specifically listed here.

Terms

- Fees for services rendered are at an hourly rate of \$57.00 / hour. Fees are billable by invoice to the City of Pine Island on a monthly basis.
- This contract is in effect until either party provides a written notice of termination with a minimum of 180 days prior to that termination date.

Mayor

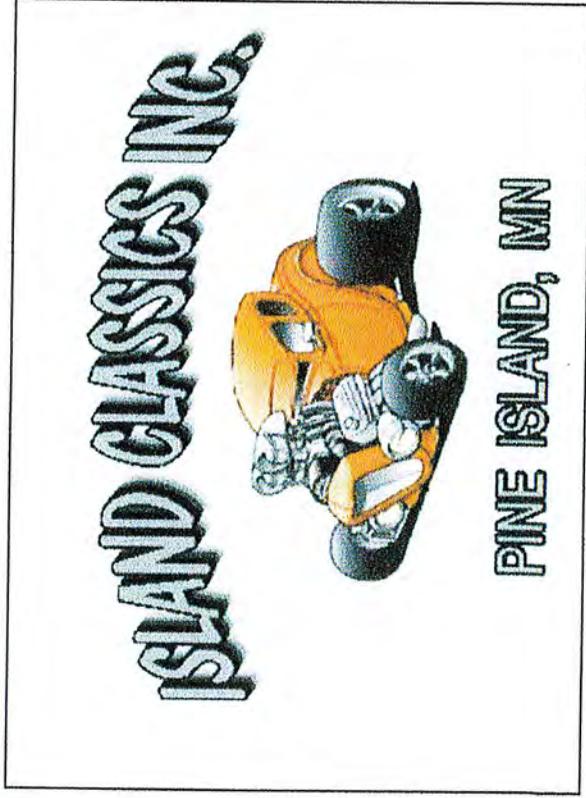
Douglas Alms
Douglas Alms

City Administrator

date: _____

date: March 6, 2012

Island Classic Car Show



**New Sponsors
More Shade**

2012

Dates:

May 12th & 26th

June 9th & 23rd

July 7th & 21st

August 4th & 18th (tractor show)

September 1st, 15th, & 29th

Saturday Night 4-9pm

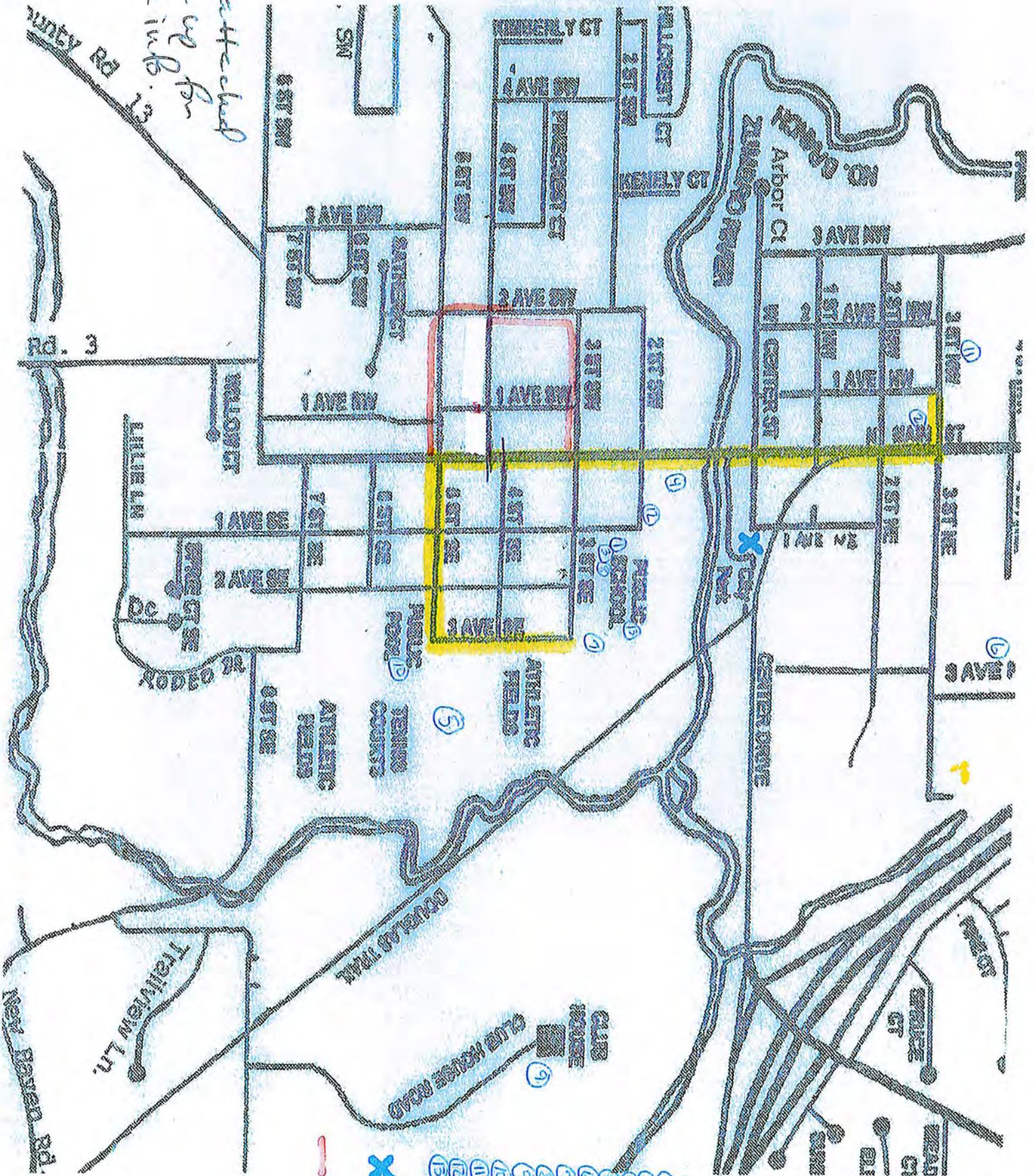
Show & Go Cruise-In

The Island Sports Bar & Grill
Pool & Pins Bowling Center
416 3rd Ave NE, Pine Island, MN

After 6 punches, receive a free t-shirt

Cheers Fest '12

* See attached
close up for
more info.



- ① Teen Dance
- ② Hilarious Tent
- ③ Corona
- ④ Street Dance
- ⑤ Fireworks
- ⑥ Volleyball
- ⑦ Baseball
- ⑧ 5K Run
- ⑨ Golf Tournament
- ⑩ Junior Golf
- ⑪ Kidder Race
- ⑫ Bingo
- ⑬ Red Bull

✕ Camper
Camping

— E. Ponds

bing Maps

Pine Island, MN

Cheese fest Map,
8, 9, 10th of June
close up

My Notes

Key

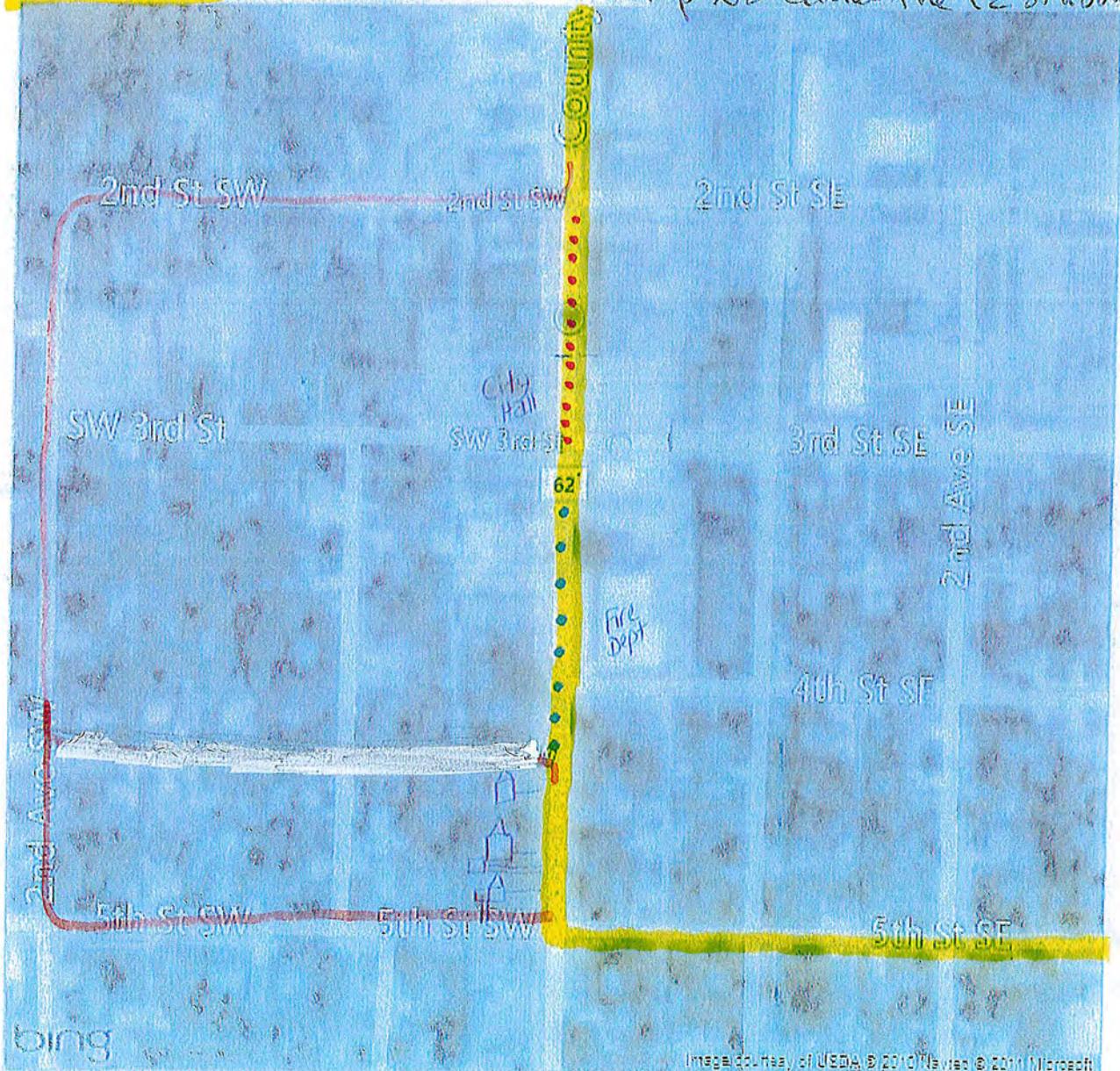
(part)
parade Route.

On the go? Use m.bing.com to find maps, directions, business, and more.

Emergency Route

food + Booths
Rides

Setup No earlier than 12:01:00pm on 7th.



Bird's eye view maps can't be printed, so another map view has been substituted.

RESOLUTION 12-012

CITY OF PINE ISLAND
COUNTIES OF GOODHUE/OLMSTED COUNTIES

BEING A RESOLUTION ESTABLISHING PRECINCTS AND POLLING PLACE FOR THE
CITY OF PINE ISLAND

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, Subdivision 3(d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pine Island, being in the Counties of Goodhue and Olmsted, State of Minnesota hereby establishes the boundaries of the voting precinct and polling place as follows:

Precinct Name: City of Pine Island Goodhue/Olmsted Counties

Location Place Location: Pine Island City Hall, 250 S Main ST, Pine Island, MN

Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of polling place.

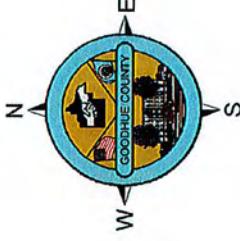
Adopted by the City Council this 20th day of March, 2012.

Mayor

ATTEST:

City Administrator

Goodhue County Voting Districts

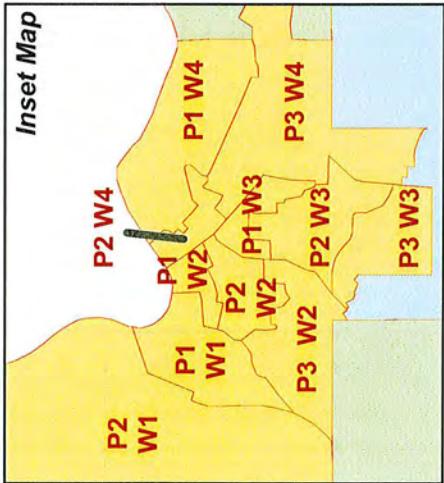
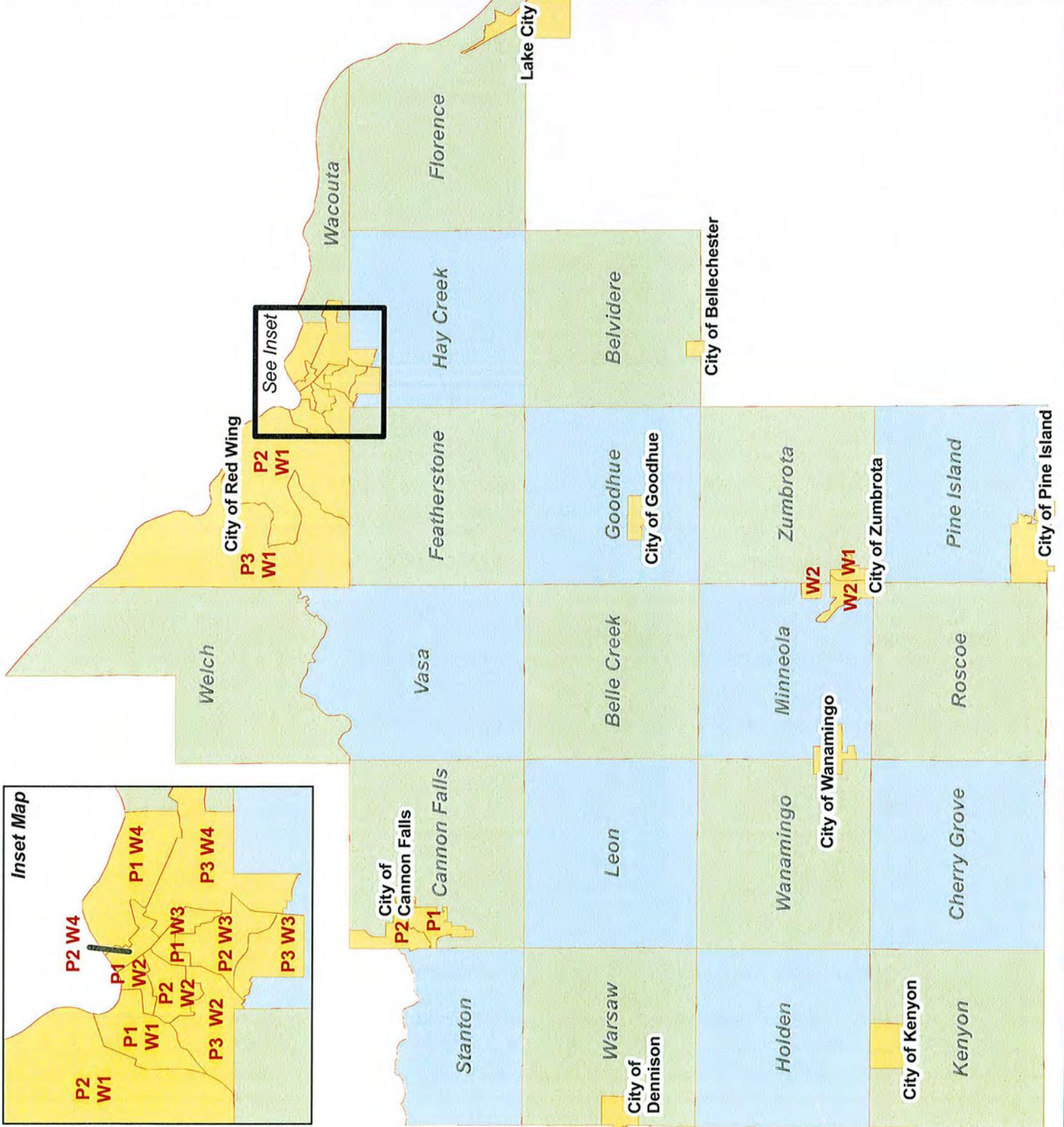


Legend

- = Wards & Precincts
- ABCD** = Wards/Precincts Names
- ABCD** = City Names
- ABCD** = Township Names

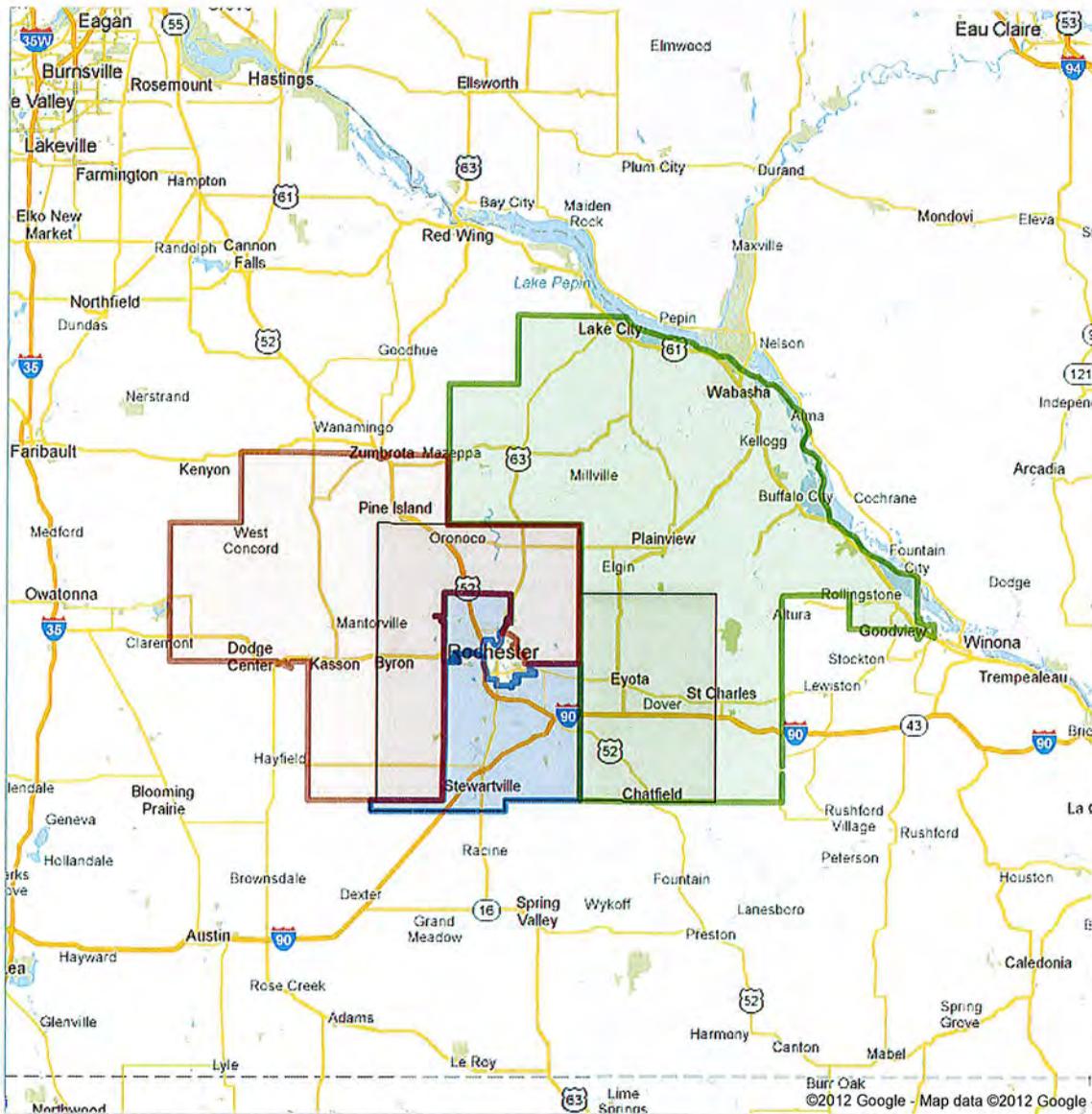
This map was created by the Goodhue County GIS Department.

DATA DISCLAIMER: Goodhue County assumes NO liability for the accuracy or completeness of this map OR responsibility for any associated, direct, indirect, or consequential damages that may result from its use or misuse.





Get Google Maps on your phone
Text the word "GMAPS" to 466453



Minnesota Legislature's 2011 Olmsted County Redistricting

Public - 90 views
Created on Aug 27, 2011 By Bruce Updated Dec 24, 2011

-  24B
-  25A
-  24A
-  Olmsted County
-  23A

**CITY OF PINE ISLAND
GOODHUE/OLMSTED COUNTIES, MINNESOTA**

RESOLUTION NUMBER 12-013

**A RESOLUTION ACKNOWLEDGING THE CITY CAN NOT COMPLY WITH
AMERICAN WITH DISABILITIES ACT FOR THE CITY POOL**

WHEREAS, The Pine Island City Pool was constructed in 1956, and

WHEREAS, The Americans with Disabilities Act, and more specifically general guidelines provided by the Act for accessibility are not currently met within all of the Pool facilities; and

WHEREAS, Meeting such guidelines now would impose an undue financial burden on local tax payers, and

WHEREAS, The pool has been in operation since 1956, and consistently meets the needs of the general public, and

WHEREAS, Insisting on meeting the strict interpretation of the act requirements will effectively deem the Pine Island pool to not be in compliance with the guidelines, and

WHEREAS, Failing to meet the requirements will effectively close the Pine Island pool to the public, and

WHEREAS, The League of Minnesota Cities' Insurance Trust is asking the City Council to formally acknowledge that there are substantial adverse financial and other negative impacts on the local tax payers, furthermore, it is not feasible for the City to carry out the required improvements and pay for them in time to comply with the act.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF PINE ISLAND, MINNESOTA that complying with the requirements would mean substantial reconstruction effort and further there are more pressing priorities requiring allocation of limited resources. It is not feasible at this time for the City to bring Pool in compliance with the Accessibility Guidelines of the Americans with Disabilities Act. In addition, complying with the guidelines would create an undo economic hardship for the City, and could lead to closing the local pool.

Adopted this 20TH day of March, 2012.

BY: _____
Paul Perry, Mayor

ATTEST: _____
Abraham Algadi, City Administrator

City of Pine Island Performance Report

Calendar Year 2011



Reasons for Tracking Performance

- ❖ To aid residents, taxpayers, and governing officials in determining the efficacy of providing services
- ❖ To measure residents' opinion of services



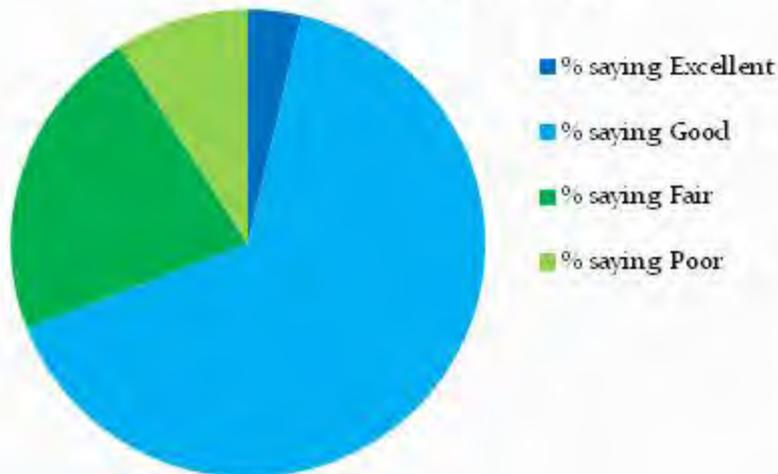
Implementing Performance Tracking

- ❖ The items measured for this report were determined by “The Council on Local Results and Innovation”. That Council was formed by the requirements of 2010 Minnesota Law Chapter 389, Article 2, Section 1 and 2.
- ❖ The Pine Island City Council implemented this performance measure with Resolution 11-028 on June 21, 2011
- ❖ The citizen survey was collected during December 2011
- ❖ Items in “quotes” on following pages are actual comments from survey respondents



General Items

Citizen Rating of Overall Appearance of City



“Entering the city from the north you see the trailer court and a delapidated old house. In addition, empty businesses.”

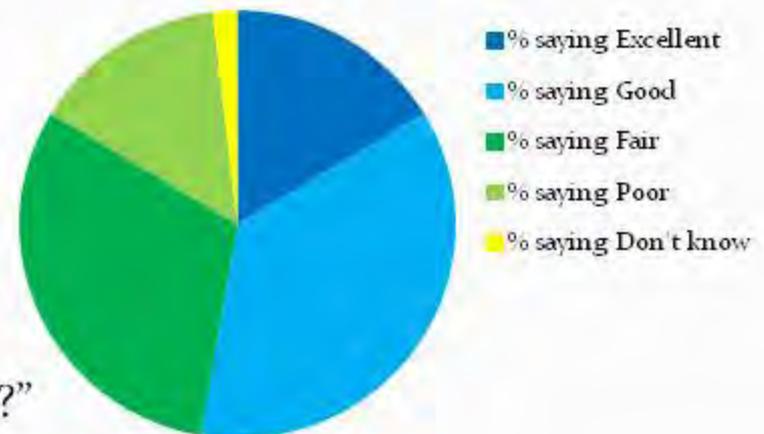
“Garbage and junk issues exist in alleyway directly behind City Hall. Also, homes on Main Street bring down overall appearance with junk being left in home yards”

“Really like the license bureau, its handy and good for town. Always things could be better but still overall good.”

“Perhaps a look to the core might be refreshing.”

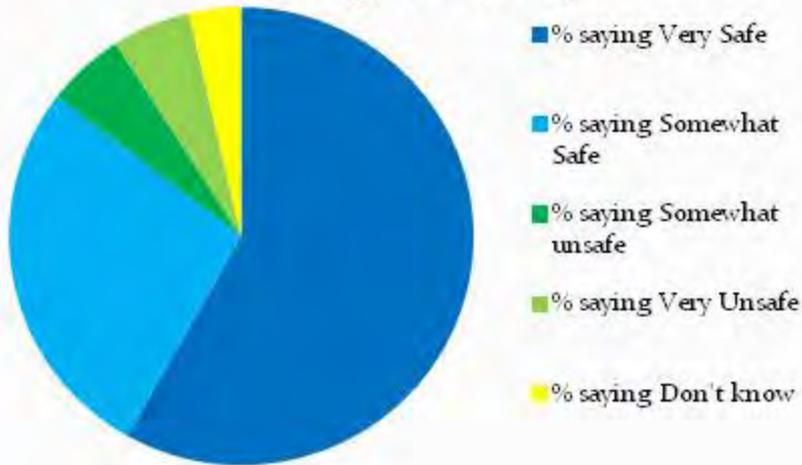
“What services?”

Citizen Rating of Overall Quality of Services



Police Services

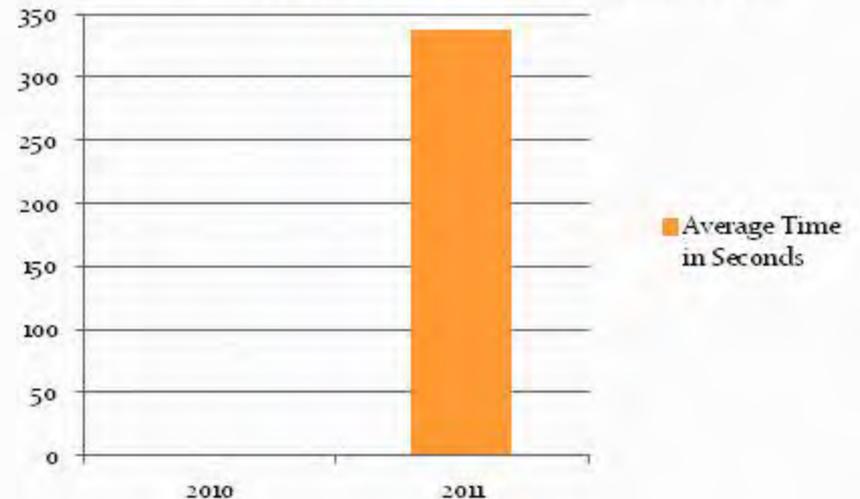
Citizen Rating of Overall Feeling of Safety



“Excellent deputy presence”

“We are still a small community where everyone knows each other and watches out for each other”

GCSO Average Response Time

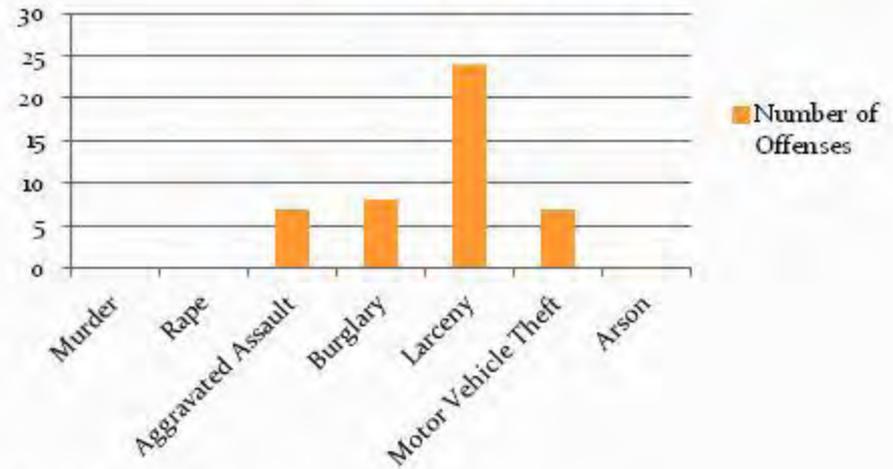


Police Services

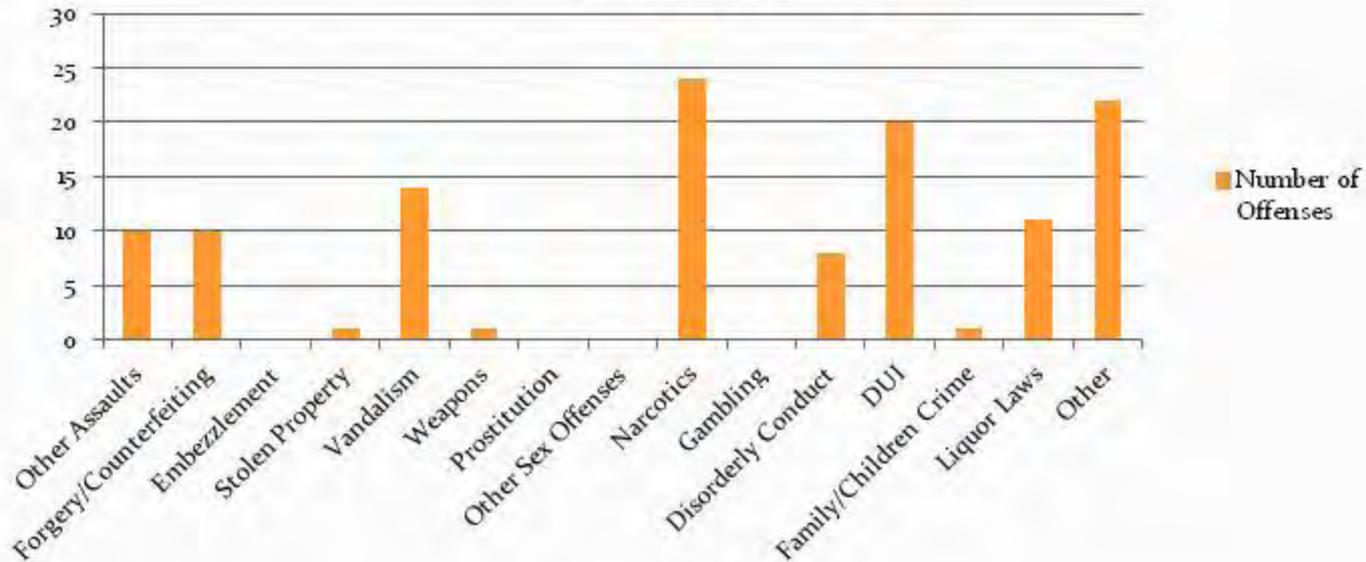
“Mostly thanks to the Goodhue Deputies.”

“Need to have officers more under the bridge because I see teens under there smoking and other things down there.”

Part I Crimes

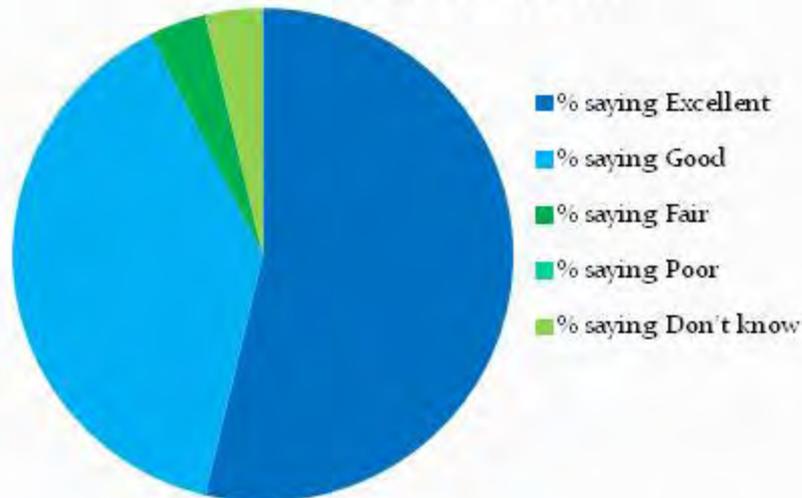


Part II Crimes



Fire and Emergency Medical Services

Citizen Rating of Fire Protection Services



“We are fortunate to have such a dedicated volunteer team.”

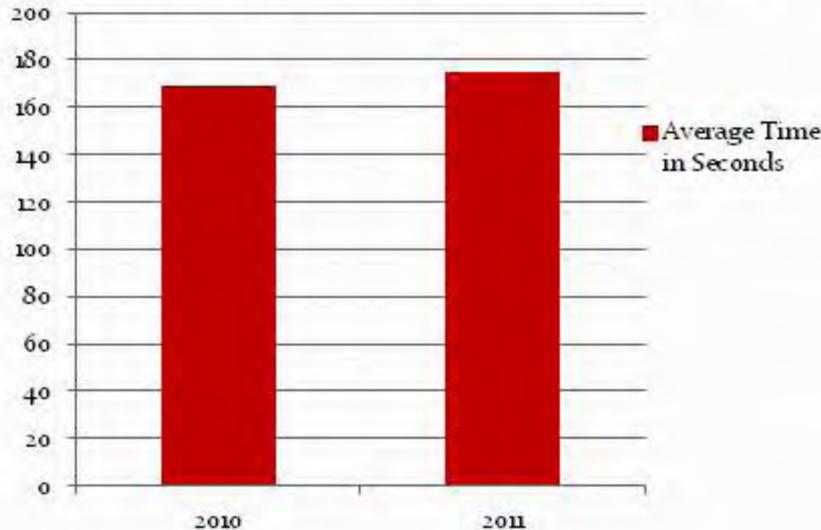
“I think those guys put in a lot of time with training to make sure that they serve the community very well”



“Our Fire Dept and First Responders are the BEST”

Fire and Emergency Medical Services

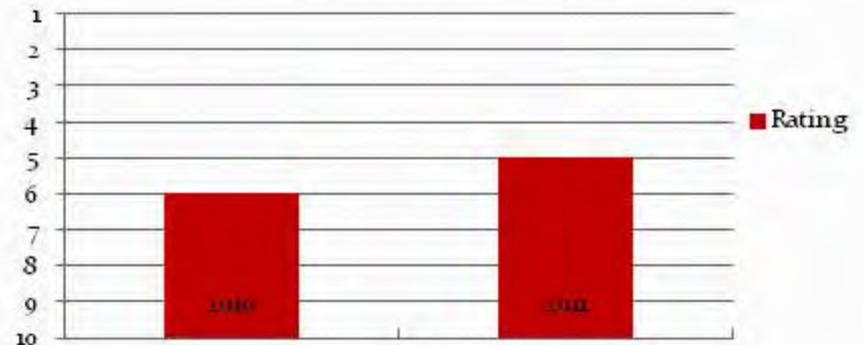
PIFD Average Response Time



“Majority of calls seem to have an excellent response time”

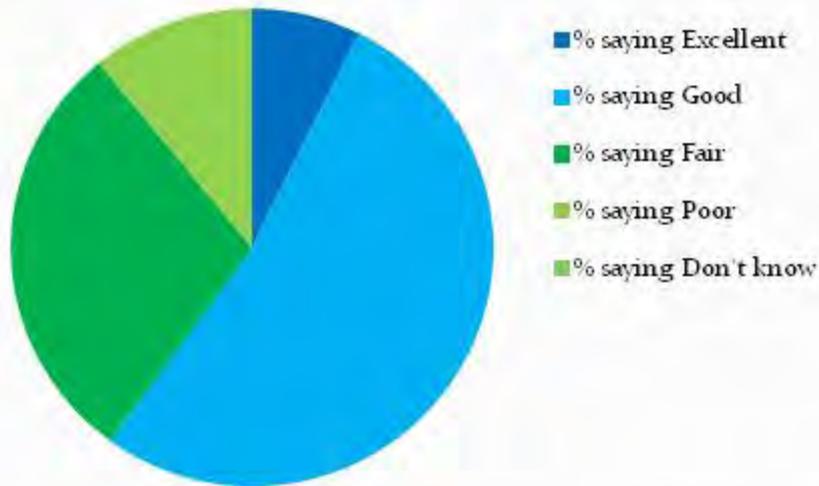
“Excellent insurance rating”

Pine Island Insurance Services Office Rating



Street Department

Citizen Rating of Condition of City Streets

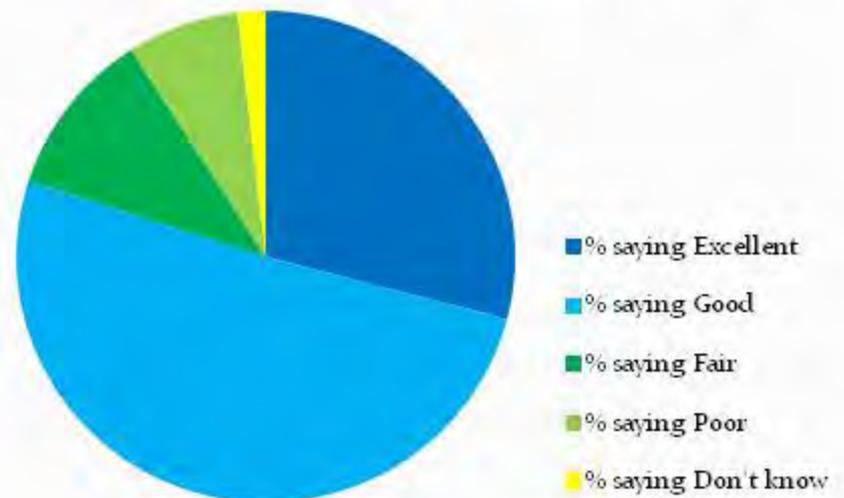


“Most streets are good, but a few really need some work.”

“Appears to be improving”

“Alleys need improvements”

Citizen Rating of Snowplowing on City Streets

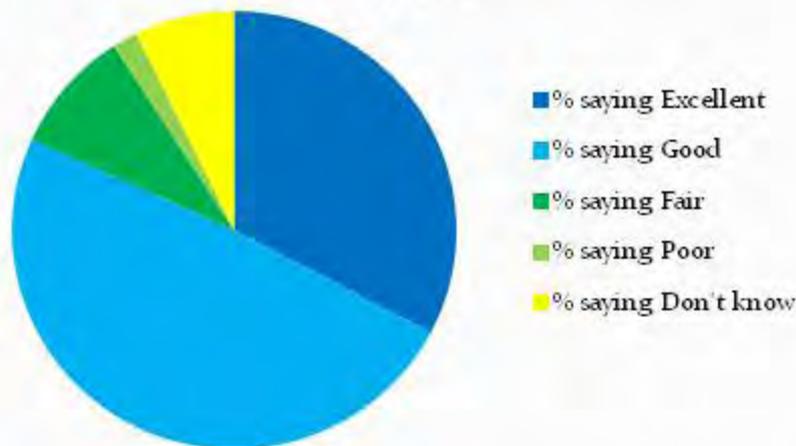


“Needs to be plowed during the day when people are out! Why can't some of the plows run all of the time – they don't all need to run only at night.”



Water Supply System

Citizen Rating of City Water Supply



“Dependability appears to be good. Never heard one way of the other in regards to quality of our water. I drink water from other sources just in case.”

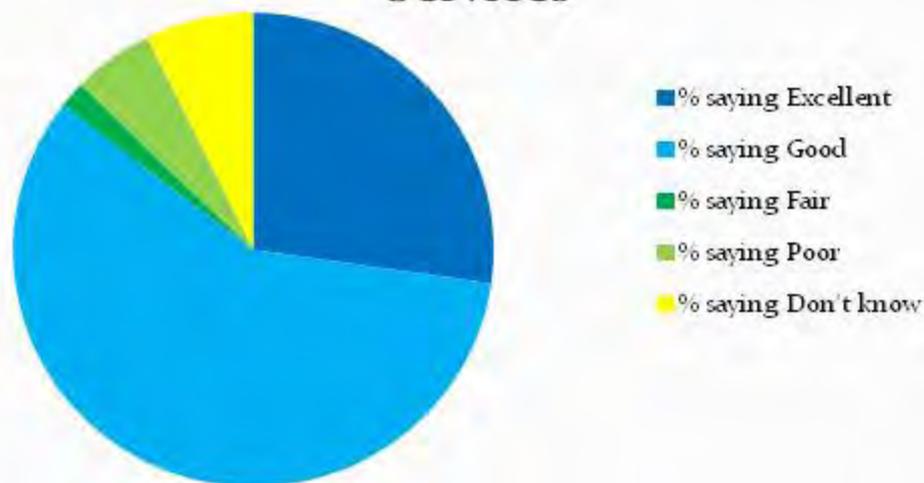
“I like the extra pressure!”

“multiple wells....good one line under Zumbro....not so good”



Sanitary Sewer System

Citizen Rating of Sanitary Sewer Services



“Sometimes the smell can be unpleasant but overall those guys do a great job and work very hard”

“I am sure we have a few problem areas under some streets but overall it is good”

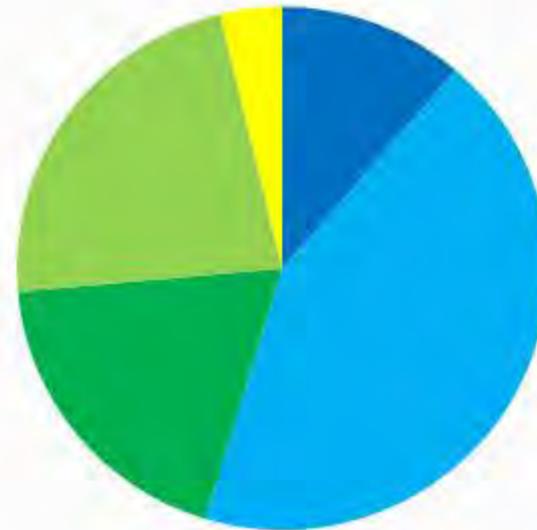
“I have never had a problem with my sewer.”

“Other than the terrible smell coming into Pine Island, sewer service is good.”



Parks and Recreation Facilities

Citizen Rating of Recreation Programs and Facilities



- % saying Excellent
- % saying Good
- % saying Fair
- % saying Poor
- % saying Don't know

“Not very many parks.”

“Need a neighborhood park in bach estates and also in the GC development”

“Bathrooms are locked most of the time in the parks swimming pool needs major upgrading”

“Hoping the walking bridge gets up soon. I think the Swimming Pool is a disaster.”



Other Comments

“Work hard to make it livable by focusing on the things people want/need after a long day at work (trails, parks, recreation, restaurants).”

“Love the ladies at city hall!!”

“I think the city services provided by our outdoor personnel do a very good job for the most part.”

“The projects over the last few years have really improved our streets. I hope the city can afford to continue them.”

“Get rid of the “pots”, they create a hazard.”

“Spruce the city up- It looks like its still in the early 1900’s”

“Main street in the downtown area is a problem”

“They needs to be a park out by the golf course development. There are a lot of young Kids out there that would love it.”

“Flower pots coming into traffic on main street are ridiculous! Many negative comments from out of town guests regarding this.”



**CITY OF PINE ISLAND
Olmsted and Goodhue Counties - Minnesota
RESOLUTION NO. 12-018**

**APPROVING FINAL PLAT
OF "PINE HAVEN COMMUNITY"**

WHEREAS, Pine Haven, Inc. f/k/a Pine Haven Care Center, Inc. a Minnesota non-profit corporation, the City of Pine Island, a Minnesota municipal corporation, and Pine Haven Kids Korner, Inc., a Minnesota non-profit corporation, and Rebecca Archer Bjugan (together "Owners") own adjacent parcels north of 3rd Street NW between 2nd and 3rd Avenues in Pine Island ("Subject Property");

WHEREAS, the Owners sought to replat the Subject Property as the "Pine Haven Community" and have submitted a final plat for review and approval thereof;

WHEREAS, the City engineer and the Pine Island fire chief comments were incorporated in the final plat;

WHEREAS, on March 13th, 2012, the Planning & Zoning Commission reviewed the and approved the final by a majority vote;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pine Island, Minnesota, that the final plat of "Pine Haven Community" is approved,

Adopted by the City Council of the City of Pine Island this 20th day of March, 2012.

Mayor, Paul Perry

ATTEST:

City Administrator, Abraham Algadi

VICINITY MAP (NOT TO SCALE)	
CITY OF PINE ISLAND MINNESOTA	32
TOWNSHIP 109 NORTH	
RANGE 15 WEST	

All bearings are in relation to the north line of the Northwest Quarter of Section 32, Township 109 North, Range 15 West, as shown on an assumed bearing of N89°51'49"E.

I hereby certify that I have surveyed and platted the property described on this plat as PINE HAVEN COMMUNITY; that this is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in Minnesota Statute 505.02, Subdivision 1, or public highways to be designated other than as shown.

Vincent A. Fangman Minnesota License No. 14888

State of Minnesota
County of Goodhue

The surveyor's certificate was subscribed and sworn to before me a Notary Public, this _____ day of _____, 20____, by Vincent A. Fangman, licensed Land Surveyor.

Notary Public, Goodhue County, Minnesota
My commission expires _____

We do hereby certify that on the _____ day of _____, 20____, the City Council of Pine Island, Minnesota approved this plat.

Paul Perry, Mayor
Abraham Algaodi, City Administrator

Approved by the Planning Commission of the Pine Island, Minnesota, at a meeting thereof, on the _____ day of _____, 20____.

Commission Chairman
Abraham Algaodi, City Administrator

Taxes payable in the year 20____ on the land herein described have been paid; there are no delinquent taxes and transfer has been entered, this _____ day of _____, 20____.

Goodhue County Auditor/Treasurer
By _____ Deputy

Pursuant to Chapter 389.09, Minnesota Statutes and Goodhue County Ordinance 2-18, this plat has been approved this _____ day of _____, 20____.

Goodhue County Surveyor
Reviewed by: _____ Date _____

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this Plat as to form and execution.
Dated this _____ day of _____, 20____.

Pine Island City Attorney
Drainage and Utility easement defined: D.U.E.
Utility easement defined: U.E.

An unobstructed easement for the construction and maintenance of all necessary overhead, underground, or other utility lines and for the right to conduct drainage and trimming on said easement.

In witness whereof said City of Pine Island, a Minnesota Municipal Corporation, has caused these present to be signed by its proper officers this _____ day of _____, 20____.

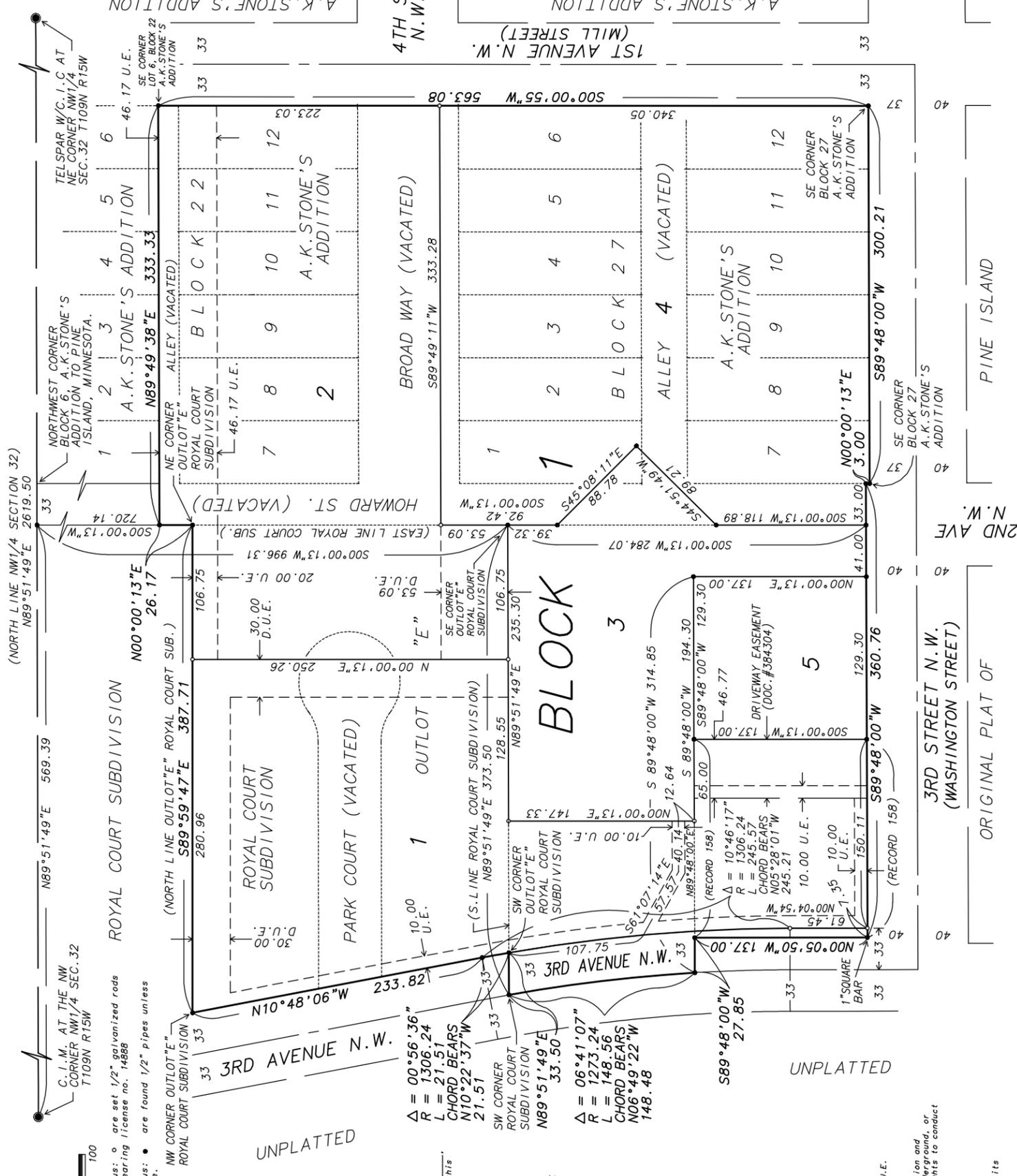
Paul Perry, Mayor
Abraham Algaodi, City Administrator

State of Minnesota
County of Goodhue

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Paul Perry its Mayor, and by Abraham Algaodi its City Administrator, City of Pine Island, on behalf of the Corporation.

Notary Public, Goodhue County, Minnesota
My commission expires _____

PINE HAVEN COMMUNITY



In witness whereof said Rebecca A. (Archer) Bjugan, remarried, has hereunto set this hand this _____ day of _____, 20____.

Rebecca A. (Archer) Bjugan

State of Minnesota
County of Goodhue

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Rebecca A. (Archer) Bjugan, remarried.

Notary Public, Goodhue County, Minnesota
My commission expires _____

In witness whereof said Pine Haven Kids Korner, Inc., a Non-Profit Minnesota Corporation, has caused these present to be signed by its proper officers this _____ day of _____, 20____.

Board Chairman

State of Minnesota
County of Goodhue

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____

Notary Public, Goodhue County, Minnesota
My commission expires _____

KNOW ALL MEN BY THESE PRESENTS: Pine Haven, Inc., f/k/a Pine Haven Care Center, Inc., a Minnesota Non-Profit Corporation, the City of Pine Island, a Minnesota Non-Profit Corporation, the City of Korner, Inc., a Minnesota Non-Profit Corporation, Pine Haven Kids (Archer) Bjugan, remarried, owners and proprietors of the following property situated in the City of Pine Island, State of Minnesota, to wit:

All of Block 27, A.K. STONE'S ADDITION, Pine Island, Minnesota, County of Goodhue and the vacated alley running east and west through said Block 27.

All of Lots 7, 8, 9, 10, 11, and 12, Block 22, A.K. STONE'S ADDITION, Pine Island, Minnesota, County of Goodhue and all of the vacated alley running east and west through said Block 22.

All of vacated Broad Way, as platted in A.K. STONE'S ADDITION, Pine Island, Minnesota from the westerly line of 1st Avenue N.W. (formerly platted as Mill Street) and the easterly line of Howard Street (now vacated), all in A.K. STONE'S ADDITION, City of Pine Island, Minnesota, County of Goodhue.

All of vacated Howard Street bounded on the north by the westerly extension of the north line of the alley running east and west through Block 22 and on the south by the westerly extension of the south line of Block 22, all in A.K. STONE'S ADDITION, Pine Island, Minnesota, County of Goodhue.

All of Outlot "E", ROYAL COURT SUBDIVISION, and all of the vacated Park Road N.W., as platted in said ROYAL COURT SUBDIVISION, Pine Island, Minnesota, County of Goodhue.

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 15 West, Goodhue County, Minnesota being described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section 32, thence N89°51'49"E 569.39 feet to a point being 33.00 feet west of the northwest corner of Block 6, A.K. STONE'S ADDITION; thence S00°00'13"W, along the west line of Howard Street, as platted in A.K. STONE'S ADDITION, 996.31 feet to the southeast corner of said Block 6, A.K. STONE'S ADDITION; thence S00°00'13"W, along the west line of said Howard Street, thence 284.07 feet to the north line of 3rd Street N.W. (formerly platted as Washington Street, in said A.K. STONE'S ADDITION); thence S89°48'00"W, along said north line, 41.00 feet; thence N00°00'13"E, 500.00 feet to the centerline of 3rd Avenue N.W. (formerly N.W. 314.85 feet to the centerline of 3rd Avenue N.W. (formerly County Road No. 11); thence northwesterly, 148.56 feet along a curve, not tangent to the last described course, concave to the southwest, central angle of 127°24'24", radius of 1273.24 feet, bearing N06°49'22"W, 148.48 feet to the northwest corner of said ROYAL COURT SUBDIVISION; thence N89°51'49"E, along the south line of said ROYAL COURT SUBDIVISION, 373.50 feet to the point of beginning.

And:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 15 West, Goodhue County, Minnesota being described as follows:

Commencing at the southwest corner of Block 27 of A.K. STONES ADDITION to the Village of Pine Island, Minnesota; thence west along the north property line of 3rd Street N.W. (formerly Washington Street) for a distance of 203.30 feet to the point of beginning; thence north and parallel to the west boundary of said Block 27, the north property line of 3rd Street N.W. (formerly Washington Street) for a distance of 158.00 feet; thence south along the east property line of 3rd Avenue N.W. (formerly Pine Street) for a distance of 134.00 feet; thence east along the north property line of 3rd Avenue N.W. (formerly Pine Street) for a distance of 198.00 feet to the point of beginning.

And:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 15 West, Goodhue County, Minnesota, described as follows:

Commencing at the southwest corner of Block 27 of A.K. STONES ADDITION to the Village of Pine Island, Minnesota; thence west along the north property line of 3rd Street N.W. (formerly Washington Street) for a distance of 203.30 feet to the point of beginning; thence north and parallel to the west boundary of said Block 27, the north property line of 3rd Street N.W. (formerly Washington Street) for a distance of 158.00 feet; thence south along the east property line of 3rd Avenue N.W. (formerly Pine Street) for a distance of 134.00 feet; thence east along the north property line of 3rd Avenue N.W. (formerly Pine Street) for a distance of 198.00 feet to the point of beginning.

And:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 15 West, Goodhue County, Minnesota, described as follows:

Commencing at the southwest corner of Block 27 of A.K. STONE'S ADDITION to the Village of Pine Island (being the parcel A.K. STONE'S ADDITION), and the north line of 3rd Street N.W. (formerly platted as Washington Street in the Original Town of Pine Island); thence S89°48'00"W, assumed bearing, along the north line of said 3rd Street N.W., 74.00 feet for a point of beginning; thence N00°00'13"E, 500.00 feet; thence S00°00'13"W, parallel with the north line of said Howard Street, 137.00 feet to the north line of 3rd Street N.W.; thence N89°48'00"E, along said north line, 129.30 feet to the point of beginning.

Have caused the same to be surveyed and platted as PINE HAVEN COMMUNITY, and do hereby dedicate to the public, for the public use (under the provisions of the laws of Minnesota), the easements, for drainage and utility purposes only, as shown on this plat.

In witness whereof said Pine Haven, Inc., f/k/a Pine Haven Care Center, Inc., a Non-Profit Minnesota Corporation, has caused these present to be signed by its proper officers this _____ day of _____, 20____.

Board Chairman

State of Minnesota
County of Goodhue

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____

Notary Public, Goodhue County, Minnesota
My commission expires _____



CITY OF PINE ISLAND
ORDINANCE NO. 116, SECOND SERIES

AN ORDINANCE REPEALING AND REPLACING
CHAPTER 12 (SUBDIVISION REGULATIONS)
OF THE PINE ISLAND CITY CODE

THE CITY OF PINE ISLAND DOES ORDAIN:

Section 1. Chapter 12 of the Pine Island City Code is repealed in its entirety and replaced with the attached new Code language.

Section 2. This ordinance shall take effect immediately upon adoption and publication.

Adopted this ____ day of March, 2012.

Paul Perry, Mayor

ATTEST:

Abraham G. Algadi, City Administrator

CHAPTER 12 SUBDIVISION REGULATIONS (PLATTING)

TABLE OF CONTENTS

SECTION		SECTION - PAGE
12.01	Title and Purpose	12.01 - 1
	Subd. 1 Title	12.01 - 1
	Subd. 2 Purpose	12.01 - 1
12.02	Scope and Authority	12.02 - 1
12.03	General Subdivision Provisions	12.03 - 1
	Subd. 1 Administration	12.03 - 1
	Subd. 2 Amendments	12.03 - 1
	Subd. 3 Approvals Necessary for the Acceptance and Recording of Subdivisions and Plats	12.03 - 1
	Subd. 4 Separability	12.03 - 1
	Subd. 5 Interpretation	12.03 - 1
	Subd. 6 Building Permits	12.03 - 1
	Subd. 7 Platting	12.03 - 2
	Subd. 8 Planned Unit Developments (PUD's)	12.03 - 2
	Subd. 9 Registered Land Surveys	12.03 - 2
	Subd. 10 Conveyance by Metes and Bounds	12.03 - 2
12.04-12.09	Reserved for Future Expansion	12.04 - 12.09 - 1
12.10	Definitions	12.10 - 1
12.11-12.18	Reserved for Future Expansion	12.11 - 12.18 - 1
12.19	Procedures for Minor Subdivisions	12.19 - 1
	Subd. 1 Minor Subdivision Types	12.19 - 1
	Subd. 2 Content and Data Requirements	12.19 - 1
	Subd. 3 Processing	12.19 - 3
12.20	Procedures for Preliminary and Final Plats	12.20 - 1
	Subd. 1 Plat Procedures	12.20 - 1
	Subd. 2 Pre-Application Meeting	12.20 - 1
	Subd. 3 Sketch Plan	12.20 - 1
	Subd. 4 Preliminary Plat	12.20 - 1
	Subd. 5 Final Plat	12.20 - 3
	Subd. 6 Effect of Subdivision Approval	12.20 - 4
	Subd. 7 Premature Subdivisions	12.20 - 4
12.21	Data for Preliminary and Final Plats	12.21 - 1
	Subd. 1 Data for Preliminary Plat	12.21 - 1
	Subd. 2 Data for Final Plat	12.21 - 6
	Subd. 3 Engineering Standards for Final Grading, Development and Erosion Control Plans	12.21 - 8
12.22-12.29	Reserved for Future Expansion	12.22 - 12.29 - 1
12.30	Design Standards	12.30 - 1
	Subd. 1 Streets and Alleys	12.30 - 1
	Subd. 2 Blocks	12.30 - 5
	Subd. 3 Lots	12.30 - 5
	Subd. 4 Drainage and Utility Easements	12.30 - 7
	Subd. 5 Soil Erosion and Sediment Control	12.30 - 7
	Subd. 6 Protected Areas	12.30 - 8
	Subd. 7 Tree Preservation	12.30 - 8
	Subd. 8 Wetlands and Watercourses	12.30 - 8
	Subd. 9 Parkland Dedication Requirements	12.30 - 11
	Subd. 10 Minimum Design Features	12.30 - 14

	Subd. 11 Zoning Ordinance and Official Map Consistency	12.30 - 14
12.31	Required Improvements	12.31 - 1
	Subd. 1 General Provisions	12.31 - 1
	Subd. 2 Monuments	12.31 - 3
	Subd. 3 Streets	12.31 - 3
	Subd. 4 Future Street Improvements	12.31 - 4
	Subd. 5 Municipal Utilities	12.31 - 4
	Subd. 6 Public Utilities	12.31 - 4
	Subd. 7 Election by City to install Improvements	12.31 - 4
	Subd. 8 Sidewalks and Driveways	12.31 - 5
	Subd. 9 Specifications and Inspections	12.31 - 5
12.32-12.39	Reserved for Future Expansion	12.32 - 12.39 - 1
12.40	Payment for Installation of Improvements	12.40 - 1
	Subd. 1 Payment for the Installation of Improvements	12.40 - 1
	Subd. 2 Agreement for Providing for Installation of Improvements	12.40 - 1
	Subd. 3 Financial Guarantees	12.40 - 2
	Subd. 4 Construction Plans and Inspection	12.40 - 3
	Subd. 5 Development Contract	12.40 - 3
	Subd. 6 Improvements Completed Prior to Approval of the Final Plat	12.40 - 5
	Subd. 7 Trunk Facilities	12.40 - 5
	Subd. 8 Alternative Installation	12.40 - 5
	Subd. 9 Certificate of Occupancy	12.40 - 5
	Subd. 10 Maintenance of Improvements	12.40 - 5
12.41	Administration and Enforcement	12.41 - 1
	Subd. 1 Violations and Penalty	12.41 - 1
	Subd. 2 Variances, Planning Commission Recommendations and Standards	12.41 - 1
12.42-12.99	Reserved for Future Expansion	12.42 - 12.99 - 1

SEC. 12.01 TITLE AND PURPOSE.

Subd. 1 Title.

This chapter shall be known as the *SUBDIVISION ORDINANCE OF THE CITY OF PINE ISLAND*, and will be referred to herein as "this chapter".

Subd. 2 Purpose.

In order to safeguard the best interests of the City and to assist the subdivider and/or owner in harmonizing his/her interests with those of the City at large, the following regulations are adopted so that the adherence to same will bring results beneficial to both parties. It is the purpose of this chapter to make certain regulations and requirements for the platting of land within the City pursuant to the authority contained in Minnesota Statutes Annotated, which regulations the City Council deems necessary to:

- A.** Encourage well planned, efficient, and attractive subdivisions by establishing adequate standards for design and construction.
- B.** Provide for the health and safety of residents by requiring the necessary services such as properly designed streets and adequate sewage and water service.
- C.** Place the cost of improvements against those benefiting from their construction.
- D.** Secure the rights of the public with respect to public land and waters.
- E.** Improve land records by establishing procedures and standards for the use of surveys and
plats.
- F.** Protect the environmentally sensitive areas in the City.
- G.** Preserve energy by allowing solar and earth-sheltered structures.

SEC. 12.02 SCOPE AND AUTHORITY.

The rules and regulations governing plats and subdivision of land contained herein shall apply within the City. Except in the case of resubdivision, this chapter shall not apply to any lot or lots forming a part of a subdivision recorded in the office of the County Recorder prior to March 20, 2012, nor is it intended by this chapter to repeal, annul or in any way impair or interfere with existing provisions of other laws or ordinances except those specifically repealed by, or in conflict with, this chapter, or with restrictive covenants running with the land. Where this chapter imposes a greater restriction upon the land than is imposed or required by such existing provisions of law, ordinance, contract or deed, the provisions of this chapter shall control.

The City of Pine Island has adopted a comprehensive plan for the future physical development and improvement of the City pursuant to Minnesota Statutes 462.351-432.3535, and finds it necessary to regulate the division of land for future development and use. The City finds that the public health, safety and general welfare require that the division of land into two or more parcels requires regulation to assure adequate space, light and air; to provide proper ingress and egress to property; to facilitate adequate provision for water, waste disposal, storm water drainage, fire protection, open space, schools, public uses and adequate streets and highways; and to assure uniform monumenting, legal descriptions and conveyance of subdivided land. The Minnesota Statutes authorize municipalities to so regulate the subdivision and platting of land pursuant to MSA 412.221 Subdivision 32; and 462.358.

SEC. 12.03 GENERAL SUBDIVISION PROVISIONS.

Subd. 1 Administration.

The Zoning Administrator, who is appointed by the City Council, shall administer this chapter.

Subd. 2 Amendments.

The provisions of this chapter shall be amended by the City Council in accordance with the law, including the rules and regulations of any applicable state or federal agency.

Subd. 3 Approvals Necessary for Acceptance and Recording of Subdivision and Plats.

Before any plat or subdivision of land shall be recorded or be of any validity, it shall be referred to the Planning Commission and approved by the City Council of Pine Island as having fulfilled the requirements of this chapter or subdivision. No plat or subdivision shall be entitled to be recorded in the County Recorder's Office or have any validity until the plat thereof has been prepared, approved, and complies with the requirements of this chapter.

Subd. 4 Separability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason found to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. This chapter is not intended to repeal, annul, or in any way impair or interfere with existing provisions of other laws, ordinances or with restrictive covenants running with the land except those specifically repealed by or in conflict with this chapter. Where this chapter imposes a greater restriction upon land than is imposed or required by such existing provisions of the law, ordinances, code, statute, resolution or regulation, the regulations which are more restrictive or impose higher standards or requirements shall prevail.

Subd. 5 Interpretation.

The language set forth in the text of this chapter shall be interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and the future tenses, and the future the present.
- C. The word "shall" is mandatory while the word "may" is permissive.
- D. The masculine gender includes the feminine and neuter.
- E. All measured distances shall be expressed in feet and shall be to the nearest tenth of a foot.
- F. For terminology not defined in this chapter, the City code, the Minnesota state building code or the Webster's dictionary shall be used to define such terms.

Subd. 6 Building Permits.

No building permits shall be considered for issuance by the City for the construction of any building, structure or improvement to the land or to any lot in a subdivision until the requirements of this chapter have been complied with.

Subd. 7 Platting.

Any subdivision creating lots or parcels after the adoption of these regulations shall be platted or approved as a minor subdivision and before any plat or subdivision may be recorded in the county recorder's office or be of any validity, it must comply with the requirements of this chapter and the Pine Island Zoning Ordinance.

Subd. 8 Planned Unit Developments (PUD's).

Upon receiving a report or recommendation from the Planning Commission, the City Council may grant a variance from the provisions of these regulations in the case of a Planned Unit Development, as defined in Chapter 11 Land Use Regulation (Zoning), provided that the City Council shall find that the proposed development is fully consistent with the purposes and intent of these regulations. This provision is intended to provide the necessary flexibility for new land planning and land development trends and techniques. Each application for a PUD shall be considered as an individual case and shall be reviewed in terms of its land use, circulation and traffic patterns, population and marketability, construction design, and timing. A PUD shall be granted only if:

- A. Applicable provisions of the zoning ordinance related to PUDs are satisfied.
- B. The PUD is designed to be in harmony with the natural features of the landscape. Steep slopes, wetlands, and natural features are to be preserved to the maximum extent possible.
- C. Any PUD flexibility granted shall not violate the intent of the subdivision design standards.

Subd. 9 Registered Land Surveys.

A. Registered Land Surveys. All registered land surveys in the City shall be presented to the Planning Commission and City Council in the form of a preliminary plat in accordance with the standards set forth in this chapter for preliminary plats and the City Council shall first approve the arrangement, sizes and relationships of proposed tracts in such registered land surveys, and tracts to be conveyed for public purposes should be so indicated. Unless a recommendation and approval have been obtained from the Planning Commission and City Council respectively, in accordance with the standards set forth in this chapter, building permits will be withheld for buildings on tracts which have been so subdivided by registered land surveys and the City may refuse to take over tracts as streets or roads or to improve, repair or maintain any such tracts unless so approved.

B. Preparation. All registered land surveys shall be prepared in conformance with Minnesota statutes 508.47, subdivision 4, which is incorporated herein for reference.

C. Land for Public Purposes. Prior to approval of a registered land survey, the City Council reserves the right to require the conveyance of tracts of land for public purposes.

Subd. 10 Conveyance by Metes and Bounds.

A. Except for approved minor subdivisions, cemetery lots created according to Minnesota State Statutes Chapter 306, court orders or the adjustment of a lot line by the relocation of a common boundary, all subdivisions must be platted. Building permits will be withheld for buildings or tracts that have not been subdivided and conveyed by this method and the City may refuse to take over tracts as streets or roads or to improve, repair or maintain any such tracts, unless the parcel described in the conveyance was a separate parcel of record prior to March 20, 2012.

SEC. 12.04 - 12.09 RESERVED FOR FUTURE EXPANSION.

SEC. 12.10 DEFINITIONS.

The following terms, as used in this Chapter, shall have the meanings stated

"Alley" - A public or private right-of-way usually less than thirty (30) feet in width primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street.

"Applicant" - The owner, their legal agent or person having legal control, ownership and/or interest in land for which the provisions of this title are being considered or reviewed.

"Block" - A tract of land consisting of one or more lots, as identified on the plat, and bounded by plat boundaries, public right of ways, outlots, parks or bodies of water.

"Bluff" - A sloped topographic feature having all of the following characteristics:

- A. Part or all of the feature is located in a shoreland area;
- B. The slope rises at least twenty five feet (25') above the ordinary high water level of the waterbody or toe of the bluff. For purposes of this definition, "toe of the bluff" means the lower point of a horizontal ten foot (10') segment with an average slope exceeding eighteen percent (18%); and
- C. The grade of the slope from the ordinary high water level of the water body or the toe of the bluff averages thirty percent (30%) or greater. For purposes of this definition, "top of the bluff" means the higher point of the highest horizontal ten foot (10') segment with an average slope exceeding eighteen percent (18%).

"Bluff Impact Zone" - A bluff and land located within twenty feet (20') of a bluff.

"Boulevard" - The portion of the street right-of-way between the curb line and the property line.

"Buffer" - The use of land, topography, difference in elevation, space, fences or landscape plantings to screen or partially screen a use or property from another use or property or to shield or mitigate noise, lights or other impacts.

"Buffer Yard" - A strip of land utilized to screen or partially screen a use or property from another use or property or to shield or mitigate noise, lights or other impacts.

"Buildable Land" - All land except wetlands, public waters, major drainageways, and land dedicated for county roads.

"Building" - Any structure used or intended for supporting or sheltering any use or occupancy.

"Certificate of Survey" - A map of suitable scale prepared by a licensed Land Surveyor under the laws of the State of Minnesota with the minimum standards as set by the Minnesota Society of Professional Surveyors.

"City Engineer" - The licensed Professional Engineer under the laws of the State of Minnesota employed by the City or under contract with the City unless otherwise stated.

"Civil Engineer" - A licensed Professional Engineer (Civil) under the laws of the State of Minnesota.

"Cluster Development" - A subdivision development planned and constructed so as to group housing units into patterns while providing a unified network of open space and wooded areas, and meeting the overall density regulations of this chapter and Chapter 11 Land Use Regulation (Zoning).

"Comprehensive Plan" - The Pine Island Comprehensive Plan, is a plan prepared by the City including a compilation of policy statements, goals, objectives, standards and maps indicating the general locations recommended for the various functional classes of land use, transportation, parks, trails, open space, water and sanitary sewer and for the general physical development of the community

"Contour Map" - A map on which irregularities of land surface are shown by lines connecting points of equal elevations. Contour interval is the vertical height between contour lines.

"Design Standards" - The specifications to landowners or subdividers for the preparation of plats, both preliminary and final, indicating among other things, the optimum, minimum or maximum dimensions of such items as right-of-way, blocks, easements and lots.

"Development" - The act of building structures and installing site improvements.

"Diameter" - The measurement of a tree's trunk measured four and one-half feet (4.5') above the ground.

"Drainage Course" - A water course or indenture for the drainage of surface water.

"Drainage Easement" - An easement for the purpose of controlling, preserving, and providing for the flow or storage of water.

"Drip Line" - The farthest distance away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or branches of the tree or one foot (1') per one inch (1") of diameter, whichever is greater.

"Easement" - A grant by a property owner for the use of a strip of land and for the purpose of constructing and maintaining streets, trails, sidewalks, drives, utilities, including, but not limited to, wetlands, stormwater basins, sanitary sewers, water mains, electric lines, telephone lines, cable lines, storm sewer or storm drainageways and gas lines.

"Final Plat" - A drawing or map of a subdivision, meeting all of the requirements of the City and in such form as required by the County Recorder for the purpose of recording.

"Individual Sewage Treatment System" - A sewage treatment system or part thereof, serving a dwelling, building, structure or other establishment, or group thereof, and using sewage tanks or advanced treatment followed by soil treatment and disposal. Individual sewage treatment system includes holding tanks.

"Land Surveyor" - A licensed Land Surveyor under the laws of the State of Minnesota.

"Lot" - A parcel or portion of land in a subdivision or other parcel of land occupied or to be occupied by a building and its accessory buildings, separated from other parcels or portions by description as on a plat or minor subdivision for the purpose of sale or lease or separate use thereof.

A. "Lot Area" - The area of a horizontal plane within the lot lines.

- B. **"Lot, Base"** - A lot meeting all the specifications within its zoning district prior to being divided into unit lots.
- C. **"Lot, Corner"** - A lot situated at the junction of and abutting on two (2) or more intersecting streets.
- D. **"Lot, Double Frontage"** - Lots which have a front line abutting on one street and a back or rear line abutting on another street.
- E. **"Lot Improvement"** - Any building, structure, place, work of art, or other object, or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.
- F. **"Lot, Unit"** - Lots created from the subdivision of a base lot for the purpose of developing detached townhouse, two-family, attached townhouse or condominium residential, commercial or industrial developments or developments with more than one principal structure on a lot whereby the individual units have title to the portion of land that is generally underlying the structure.

"Metes and Bounds Description" - A description of real property which is not described by reference to a lot or block shown on a map, but is described by starting at a known point and describing the bearing and distances of the lines forming the boundaries of the property or delineates a fractional portion of a section, lot or area by describing lines or portions thereof.

"Minimum Subdivision Design Standards" - The guides, principles and specifications for the preparation of subdivision plats indicating, among other things, the minimum and maximum dimensions of the various elements set forth in the plan.

"Minor Subdivisions" - An approval process for simple land divisions which includes the following:

- A. Division of One Lot into Two Lots.
- B. Division of One Lot to Add a Parcel of Land to an Abutting Lot.
- C. Combination of Two or More Contiguous Existing Lots of Record; Consolidations.
- D. Subdivision of Two-Family or Townhouse Lots.

"Owner" - An individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

"Outlot" - A tract of land that is not part of a block and is identified by a capital letter within a plat, which is smaller than the minimum size permitted for lots and which is thereby declared unbuildable until combined through platting with additional land; or, a parcel of land which is included in a plat and which is at least double the minimum size and which is thereby subject to future platting prior to development; or, a parcel of land which is included in a plat and which is designated for public or private open space, right of way, utilities or other similar purposes.

"Parks and Playgrounds" - Public land and open spaces in the City dedicated or reserved for recreation purposes.

"Pedestrian Way" - A public right of way or public or private easement across a block or within a block intended to provide access for pedestrians.

"Percentage of Grade" - On street centerline, means the distance vertically from the horizontal in feet and tenths of a foot for each one hundred (100) feet of horizontal distance.

"Planning Commission" - The Pine Island planning commission.

"Plat" - The drawing or map of a subdivision prepared for filing of record pursuant to MSA 505 and containing all elements and requirements set forth in applicable local regulations adopted pursuant to MSA 462.358 and MSA 505.

"Preliminary Plat" - A drawing or map of a proposed subdivision meeting the requirements herein enumerated.

"Protective Covenants" - Contracts made between private parties as to the manner in which land may be used, with the view to protecting and preserving the physical and economic integrity of any given area.

"Public Improvement" - Any drainage ditch, roadway, parkway, sidewalk, pedestrianway, tree, off street parking area, lot improvement or other facility for which the City may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

"Public Way" - A thoroughfare or cul-de-sac which provides ingress and egress to the public.

"Right-of-Way" - The publicly owned land along a street or highway corridor a portion of which is covered by the street or highway pavement.

"Setback" - The minimum horizontal distance between a structure and lot line, ordinary high water mark, or right of way easement. Distances are to be measured from the most outwardly extended portion of the structure at ground level.

"Significant Tree" - A healthy tree measuring six inches (6") in diameter or greater.

"Sketch Plan or Concept Plan" - A generalized plan of a proposed subdivision indicating lot layouts, streets, park areas, and water and sewer systems presented to the City officials at the pre-application meeting.

"Steep Slope" - Where specific information is not available, steep slopes are lands having average slopes over twelve percent (12%), as measured over horizontal distances of fifty feet (50') or more, which are not defined as bluffs.

"Street" - A public right of way affording primary access by pedestrians or vehicles or both, to abutting properties, whether designated as a street, highway, arterial, parkway, road, avenue or boulevard.

- A. **"Arterial Street"** - Those streets carrying larger volumes of traffic and serving as links between various subareas of the community. Arterial streets are intended to provide for collection and distribution of traffic between highways and collector streets; hence regulation of direct access to property is critical.

- B. **"Collector Street"** - Those streets that carry traffic from local streets to the major system of arterials and highways. Collector streets primarily provide principal access to residential neighborhoods, including, to a lesser degree direct land access.
- C. **"Cul-de-Sac"** - A local street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.
- D. **"Local Street"** - Those streets that are used primarily for access to abutting properties and for local traffic movement.
- E. **"Marginal Access Streets"** - Those local streets which are parallel and adjacent to arterials; and which provide access to abutting properties and protection from through traffic.
- F. **"Private Street"** - A street serving as vehicular access to one (1) or more parcels of land which is not dedicated to the public but is owned by one or more private parties.
- G. **"Street Width"** - For the purpose of this chapter, the shortest distance between the lines delineating the right-of-way.

"Subdivider" - Any individual, firm, association, syndicate, partnership, corporation, trust or other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this chapter.

"Subdivision" - The separation of a parcel, tract, or lot that is of record into two (2) or more parcels, tracts or lots, except those separations:

- A. Allowed under Minor Subdivisions;
- B. Creating cemetery lots according to Minnesota State Statute Chapter 306.
- C. Resulting from court orders or the adjustment of a lot line by the relocation of a common boundary.

"Utility Easement" - An easement conveyed, granted, or dedicated to the public for utility purposes.

"Watercourse" - A channel or depression through which water flows year round or intermittently, such as rivers, streams, or creeks.

"Zoning Administrator" - The person designated by the City to be the Zoning Administrator for the City of Pine Island.

SEC. 12.11 - 12.18 RESERVED FOR FUTURE EXPANSION.

SEC. 12.19 PROCEDURES FOR MINOR SUBDIVISIONS.

The following circumstances along with the listed requirements may be considered a minor subdivision:

Subd. 1 Minor Subdivision Types.

The following classifications may be processed as a minor subdivision:

A. Division of One Lot into Two Lots. The subdivision of one (1) lot into two (2) lots, thereby creating no more than two (2) lots where both new lots and any existing buildings conform to the minimum requirements and setbacks of the Pine Island Zoning Ordinance, is subject to the Planning Commission and City Council review and approval. To qualify, the parcel of land shall not have been part of an minor subdivision within the last five (5) years.

B. Division of One Lot to Add a Parcel of Land to an Abutting Lot. The subdivision of a portion of one (1) lot, where the division is to permit the adding of a parcel of land to an abutting lot so that no additional lots are created and both new lots and any existing buildings conform to the minimum requirements and setbacks of the Pine Island Zoning Ordinance, is subject to the Planning Commission and City Council review and approval.

C. Combination of Two Contiguous Existing Lots of Record; Consolidations. The owner of two (2) or more contiguous existing platted lots of record, may consolidate said lots into one (1) parcel or record. As part of the consolidation no additional lots shall be created and said consolidation is subject to the Planning Commission and City Council review and approval.

D. Subdivision of Two-Family or Townhouse Lots. The subdivision of a base lot which is a part of a recorded plat or parcel of land on which has been constructed a two-family or townhouse dwelling, where the division is to permit individual private ownership of a single dwelling unit within such a structure and the newly created property lines will conform to minimum requirements and setbacks of the Pine Island Zoning Ordinance and not cause any of the unit lots or the structure to be in violation of this chapter or the State Building Code, is subject to the Planning Commission and City Council review and approval.

Subd. 2 Content and Data Requirements.

The following information shall be submitted, and requirements shall be satisfied, prior to approval of the minor subdivision. Upon specific request, the Zoning Administrator may exempt an applicant from the submission of data which is not considered relevant to the application.

A. Submittal of the required application and fee.

B. Submittal of a current certificate of survey, prepared and signed by a licensed Land Surveyor, depicting the following:

1. Graphic scale of drawing (engineering scale only, not less than 1 inch equals 50 feet).
2. North arrow.
3. Date of survey.
4. Existing legal description of the parcel of land to be subdivided.

5. Existing parcel boundaries shown with survey measurement data matching the existing legal description of the parcel of land to be subdivided.

6. Area in square feet and acres of the outside boundary of the parcel of land to be subdivided.

7. Easements of record (referenced in the current title commitment, current title opinion or certificate of title).

8. All encroachments along the outside boundary of the proposed minor subdivision.

9. Identify all gaps and overlaps of the proposed minor subdivision.

10. The outside boundary of the proposed minor subdivision must be clearly marked with survey monumentation.

C. Submittal of proof of ownership.

1. Current title commitment or current title opinion for abstract property and a certificate of title for registered property (torrens).

D. Submittal of the zoning classification of the property.

E. Additional requirements, data and supportive information detailing the proposed minor subdivision shall include the following:

1. Existing site improvements within the subject property and fifty feet (50') outside the boundaries of the proposed minor subdivision.

2. Basins, lakes, rivers, streams, creeks, delineated wetlands, and other waterways bordering on or running through the proposed minor subdivision. The ordinary high water elevation and the 100-year flood elevation shall be shown where applicable, if available from the City or the DNR.

3. Location, right of way widths and names of public streets or other public ways, showing type, width and condition of improvements, if any, which pass through and/or are adjacent to the proposed minor subdivision.

4. Location, right of way widths and names of railroads, if any, which pass through and/or are adjacent to the proposed minor subdivision.

5. Identify registered lands (torrens) within the outside boundaries of the proposed minor subdivision.

6. The boundary shown with survey measurement data and legal description of the lots of the proposed minor subdivision.

7. Submittal of the boundary and legal description of any proposed easements on the property.

a. A drainage and utility easement at least ten feet (10') wide must be provided along all property lines, unless otherwise approved by the City Engineer. A drainage and utility easement may also be required over wetland, wetland buffers, stormwater basins, lakes, drainage channels and

tributaries. Dedication of such easements shall be made by a separate instrument, other than the required certificate of survey, and shall be recorded at the office of the County Recorder.

b. Dedication of easements for public streets consistent with the City's Comprehensive Plan may also be required. Dedication of such easements shall be made by a separate instrument, other than the required certificate of survey and shall be recorded at the office of the County Recorder.

F. Two-Family and Townhouse Minor Subdivisions. The minor subdivision of a base lot containing two-family or townhouse dwelling units, to permit individual private ownership of a single dwelling within such a structure, shall be subject to the following requirements:

1. A property maintenance agreement shall be arranged by the applicant and submitted to the City attorney for review and approval. The agreement shall ensure the maintenance and upkeep of the structure and the lot to meet minimum City standards. The agreement is to be filed with the County recorder's office as a deed restriction against the title of each unit lot.

2. Separate public utility service shall be provided to each subdivided unit and shall be subject to review and approval of the City Engineer.

Subd. 3 Processing.

Pursuant to Minnesota Statutes 15.99, an application for minor subdivision approval shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended by the City pursuant to statute or a time waiver is granted by the applicant. Additional City requirements are as follows:

A. Filing of Request. Request for minor subdivision approval, as provided within this section, shall be filed with the Zoning Administrator on an official application form. Such application shall be accompanied by a fee as established by City Council resolution. The request shall be considered as being officially submitted and complete when the applicant has complied with all specified information requirements. In cases where an application is judged to be incomplete, the Zoning Administrator shall notify the applicant, in writing, within ten (10) days of the date of submission.

B. Certificate of Taxes Paid. Prior to approving an application for a minor subdivision, the applicant shall provide certification to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the minor subdivision application relates.

C. Reviewing the Request. Upon receipt of said application, the Zoning Administrator shall forward the application to the Planning Commission and City Council for review and approval. The Planning Commission shall review the request at a regular scheduled meeting and report its findings and make a recommendation to the City Council.

D. Technical Reports. The Zoning Administrator shall instruct the appropriate staff persons to prepare technical reports where appropriate, and provide general assistance in conducting an evaluation of the request.

E. Evaluation Criteria. City staff and Planning Commission shall evaluate the proposed minor subdivision plan based upon compliance with the City Comprehensive Plan, the Pine Island Zoning Ordinance, provisions of this chapter, and other applicable chapters of the City Code.

F. City Council Review. Upon receiving the report and recommendation of the Planning Commission and the City staff, the City Council shall make a final decision as to the approval or denial of the minor subdivision as it considers necessary to protect the public health, safety and welfare.

Subject to limitations of Minnesota Statutes 15.99, if, upon receiving said report and recommendations of the Planning Commission and City staff, the City Council finds that specific inconsistencies exist in the review process and thus the final recommendation of the City Council may differ from that of the Planning Commission, the City Council may, before taking final action, refer the matter back to the Planning Commission for further consideration. The City Council shall provide the Planning Commission with a written statement detailing the specific reasons for referral. This procedure shall be followed only one time on a singular action.

G. Approval. The approval of a minor subdivision application shall be determined by one of the following:

1. If forwarded by the Zoning Administrator to the Planning Commission and City Council for review and approval, the minor subdivision application shall require approval by a simple majority vote of the City Council.

2. If reviewed and approved by the Zoning Administrator, the Zoning Administrator shall reach a decision on the request within sixty (60) days after the minor subdivision was officially submitted. In addition to other requirements outlined in this chapter, minor subdivisions will be required and shall be submitted to and approved prior to the issuance of any building permit.

H. Upon approval of the minor subdivision, the Zoning Administrator shall be authorized to provide notice of the approval to the applicant. The deed or certificate of survey shall be filed and recorded at the Office of the County Recorder within ninety (90) days of approval. The Zoning Administrator shall keep a record of applications and minor subdivision approvals.

SEC. 12.20 PROCEDURES FOR PRELIMINARY AND FINAL PLATS

Subd. 1 Plat Procedures.

The following procedures shall be followed in the administration of this Chapter and no real property within the jurisdiction of this Chapter shall be subdivided and offered for sale or a plat recorded until a preliminary plat and a final plat of the proposed subdivision have been reviewed by the Planning Commission and the City staff, and until the final plat has been approved by the City Council as set forth in the procedures provided herein. Planned Unit Development's (PUD's) shall be presented in the same manner as plats for the review of the Planning Commission and the approval of the City Council.

Subd. 2 Pre-Application Meeting.

Prior to the preparation of a preliminary plat, the subdivider and/or owner shall meet with the Zoning Administrator, City Engineer, and other appropriate officials in order to be made fully aware of all applicable City Code provisions, regulations, and plans in the area to be subdivided. At this time or at subsequent informal meetings, the subdivider and/or owner shall submit a general sketch plan of the proposed subdivision and preliminary proposals for the provision of water supply and waste disposal to the Zoning Administrator prior to filing a preliminary plat. The sketch plan can be presented in simple form but must show that consideration has been given to the relationship of the proposed subdivision to existing community facilities that would serve it, to neighboring subdivisions and developments, and to the natural resources and topography of the site. The subdivider and/or owner is urged to avail themselves of the advice and assistance of City staff in order to save time and effort, and to facilitate the approval of the preliminary plat.

Subd. 3 Sketch Plan.

Approval of the sketch plan shall not be considered binding in regard to subsequent plat review. The Zoning Administrator, notably in the case of multi-phased projects, shall have the authority to refer the sketch plan to the Planning Commission and/or City Council for review and comment. The sketch plan submission shall include, but not be limited to, the following:

- A. Formal request for subdivision.
- B. Ten (10) copies of the sketch plan at a scale not less than one inch equals one hundred feet (1" = 100').
- C. An eight and one-half inch by eleven inch (8¹/₂" x 11") reduction of the sketch plan.
- D. Escrow deposit to pay review costs of City staff and consultants.
- E. In cases of multi-phased subdivisions, applicable preliminary plat submission information as regulated by section 12.21, subd. 1 of this chapter.

Subd. 4 Preliminary Plat.

A. Filing: Ten (10) copies of the preliminary plat, including all information required under section 12.21 subd. 1 of this chapter and a list of property owners located within three hundred and fifty feet (350') of the subject property shall be submitted to the Zoning Administrator at least thirty (30) days prior to the Planning Commission meeting at which such plat is to be considered. The required filing fee(s) as established by City Council resolution shall be paid and any necessary applications for variances from the provisions of this chapter shall be submitted with the required fee. The plat shall be officially submitted when all the information requirements are complied with.

B. Review by Other Commissions or Jurisdictions: The Zoning Administrator shall refer copies of the preliminary plat to the Planning Commission, City staff and consultants, any other appropriate City officials, County Engineer if the plat abuts a county road, Mn/DOT if the plat abuts a state highway and other public jurisdictions for their review and comment, where appropriate and when required.

C. Planning Commission Action:

1. The Zoning Administrator upon receipt of the application shall set a public hearing for public review of the preliminary plat. The hearing shall be held after adequate time has been allowed for staff and advisory body review of the plat. Notice of the hearing shall consist of a legal property description and description of request and shall be published in the official newspaper at least ten (10) days prior to the hearing. Written notification of the hearing shall be mailed at least ten (10) days prior to all owners of land within three hundred and fifty feet (350') of the boundary of the property in question. Failure of a property owner to receive notice shall not invalidate any such proceedings as set forth within this chapter.

2. The Zoning Administrator shall instruct the appropriate staff to prepare technical reports where appropriate and provide general assistance in preparing a recommendation on the action.

3. Unless excused by the Planning Commission, the applicant or a representative thereof shall appear before the Planning Commission in order to answer questions concerning the proposed request.

4. The Planning Commission shall conduct the hearing and recommend such actions or conditions relating to the request, as they deem necessary to carry out the intent and purpose of this chapter. Such recommendation shall be accompanied by the report and recommendation of the City staff.

D. City Council Action:

1. The City Council shall act upon the preliminary plat within one hundred twenty (120) days from the date of submission of a complete application, unless an extension of the review period has been provided by the applicant.

2. Upon receiving the report and recommendation of the Planning Commission and City staff, the City Administrator shall place the report and recommendation on the agenda of the City Council. Such reports and recommendations shall be entered in and made part of the permanent written record of the City Council meeting.

3. Upon receiving the report and recommendation of the Planning Commission and City staff, the City Council shall have the option to set and hold a public hearing if deemed necessary, and may impose any condition it considers necessary to carry out the purpose and intent of this chapter.

4. If, upon receiving said report and recommendations of the Planning Commission and the City staff, the City Council finds that specific inconsistencies exist in the review process and thus the final recommendation of the City Council may differ from that of the Planning commission, the City Council may, before taking final action, refer the matter back to the Planning Commission for further consideration. The City Council shall provide the Planning Commission with a written statement detailing the specific reasons for referral. This procedure shall be followed only one time on a singular action.

5. If the preliminary plat is not approved by the City Council, the reasons for such action shall be recorded in the proceedings of the City Council. If the preliminary plat is approved, such

approval shall not constitute final acceptance of the layout. Subsequent approval will be required of the engineering proposals and other features and requirements as specified by this chapter to be indicated on the final plat. The City Council may require such revisions in the preliminary plat and final plat, as it deems necessary to carry out the purpose and intent of this chapter.

6. If the preliminary plat is approved by the City Council, the subdivider and/or owner must submit the final plat within one (1) year after the approval or approval of the preliminary plat shall be considered void, unless a request for time extension is submitted in writing and approved by the City Council.

Subd. 5 Final Plat

Pursuant to Minnesota statutes 462.358 subdivision 3b, an application for a final plat shall be approved or denied within sixty (60) days from the date of its official and complete submission unless a time waiver is granted by the applicant. Additional City requirements are as follows:

A. Review: After the preliminary plat has been approved, the final plat shall be submitted for review as set forth in the subsections which follow. The City may agree to review the preliminary and final plats simultaneously. Request for final plat approval, as provided within this chapter, shall be filed with the Zoning Administrator on an official application form. Unless modified by the Zoning Administrator, such application shall be accompanied by a fee as provided for by City Council resolution. Such application shall also be accompanied by detailed written and graphic materials fully explaining the proposed final plat. The request shall be considered as being officially submitted when all the information requirements are satisfied. In cases where an application is judged to be incomplete, the Zoning Administrator shall notify the applicant, in writing, within ten (10) days of the date of submission.

B. Approval of the Planning Commission: Ten (10) copies of the final plat including all information required in section 12.21, subd. 2 of this chapter shall be submitted to the Zoning Administrator for distribution to the Planning Commission, City Council and appropriate City staff. The City staff shall examine the final plat and prepare a recommendation to the Planning Commission. Nature of approval, disapproval or any delay in decision of the final plat will be conveyed to the subdivider and/or owner within ten (10) days after the meeting of the Planning commission at which such plat was considered.

C. Approval of the City Council: After review of the final plat by the Planning Commission, such final plat, together with the recommendations of the Planning Commission and the City staff shall be submitted to the City Council for approval. If accepted, the final plat shall be approved by resolution, providing for the acceptance of all agreements for basic improvements, public dedication and other requirements as indicated by the City Council. If disapproved, the grounds for any refusal to approve a plat shall be set forth in the proceedings of the City Council and reported to the person or persons applying for such approval.

D. Special Assessments: When any existing special assessments which have been levied against the property described shall be divided and allocated to the respective lots in the proposed plat, the City Administrator shall estimate the clerical cost of preparing a revised assessment roll, filing the same with the county auditor, and making such division and allocation, and upon approval by the City Council of such cost, the same shall be paid to the City Clerk before the final plat approval.

E. Recording Final Plat: If the final plat is approved by the City Council, the subdivider and/or owner shall record it with the county recorder within one hundred (100) days after said approval or approval of the final plat shall be considered void, unless a request for time extension is submitted in writing and approved by the City Council. The subdivider and/or owner shall, immediately upon recording, furnish the City Administrator with a print and reproducible tracing of the final plat showing

evidence of the recording. No building permits shall be let for construction of any structure on any lot in said plat until the City has received evidence of the plat being recorded by the county.

F. Recording Final Plats of Multi-phased Plats: If a preliminary plat is final platted in stages, unless otherwise provided in the development contract, all stages must be final platted into lots and blocks, not outlots, within three (3) years after the preliminary plat has been approved by the City Council or the preliminary plat of all phases not so final platted within the three (3) year period shall be void.

Subd. 6 Effect of Subdivision Approval.

For one year following preliminary plat approval or three (3) years following preliminary plat approval of a multi-phased plat or final plat approval, unless the subdivider and/or owner and the City agree otherwise, no amendment to a Comprehensive Plan or official control shall apply to or affect the use, development, density, lot size, lot layout, or dedication or platting required or permitted by the approved application. Thereafter, pursuant to its regulations, the City may extend the period by agreement with the subdivider and/or owner and subject to all applicable performance conditions and requirements, or it may require submission of a new application unless substantial physical activity and investment has occurred in reasonable reliance on the approved application and the subdivider and/or owner will suffer substantial financial damage as a consequence of a requirement to submit a new application. In connection with a subdivision involving a multi-phased plat, the City may by resolution or agreement grant the rights referred to herein for such periods of time longer than three years which it determines to be reasonable and appropriate.

Subd. 7 Premature Subdivisions.

Any preliminary plat/final plat and/or development deemed premature pursuant to the criteria listed below shall be denied by the City Council.

A. Condition Establishing Premature Subdivisions. A subdivision may be deemed premature should any of the provisions that follow exist:

1. Lack of Adequate Drainage: A condition of inadequate drainage shall be deemed to exist if:

a. Surface or subsurface water retention and runoff are such that it constitutes a danger to the structural security of the proposed structures.

b. The proposed subdivision will cause pollution of water sources or damage from erosion and siltation on downhill or downstream land.

c. The proposed site grading and development will cause harmful and irreparable damage from erosion and siltation on downhill or downstream land.

d. Factors to be considered in making these determinations may include: average rainfall for the area; the relation of the land to floodplains; the nature of soils and subsoils and their ability to adequately support surface water runoff and waste disposal systems; the slope of the land and its effect on effluents; and the presence of streams as related to effluent disposal.

2. Lack of Adequate Water Supply: A proposed subdivision shall be deemed to lack an adequate water supply if the proposed subdivision does not have adequate sources of water to serve the proposed subdivision if developed to its maximum permissible density without causing an unreasonable depreciation of existing water supplies for surrounding areas.

3. Lack of Adequate Roads or Highways to Serve the Subdivision: A proposed subdivision shall be deemed to lack adequate roads or highways to serve the subdivision when:

a. Roads which serve the proposed subdivision are of such a width, grade, stability, vertical and horizontal alignment, site distance and surface condition that an increase in traffic volume generated by the proposed subdivision would create a hazard to public safety and general welfare, or seriously aggravate an already hazardous condition, and when, with due regard to the advice of the County and/or Mn/DOT, said roads are inadequate for the intended use.

b. The traffic volume generated by the proposed subdivision would create unreasonable highway congestion or unsafe conditions on highways existing at the time of the application or proposed for completion within the next two (2) years.

4. Lack of Adequate Waste Disposal Systems: A proposed subdivision shall be deemed to lack adequate waste disposal systems if in subdivisions for which sewer lines are proposed, there is inadequate sewer capacity in the present system to support the subdivision if developed to its maximum permissible density after reasonable sewer capacity is reserved for schools, planned public facilities, and commercial and industrial development; or if in subdivisions where sewer lines are neither available nor proposed, there is inadequate on site sewer capacity potential to support the subdivision if developed to the maximum permissible density indicated in the Pine Island comprehensive plan, as may be amended.

5. Inconsistency with Comprehensive Plan: A proposed subdivision shall be deemed inconsistent with the City's Comprehensive Plan when the subdivision is inconsistent with the purposes, objectives and recommendations of the adopted Pine Island Comprehensive Plan, as may be amended.

6. City Service Capacity: A proposed subdivision shall be determined to lack necessary City service capacity when services such as recreational facilities, police and fire protection, and other City services, which must be provided at public expense, cannot reasonably be provided for within the next two (2) years.

7. Easements: That the design of the subdivision or the type of improvements will conflict with easements or record.

B. Burden of Establishing. The burden shall be upon the applicant to show that the proposed subdivision or development is not premature.

SEC. 12.21 DATA FOR PRELIMINARY AND FINAL PLATS.

Subd. 1 Data for Preliminary Plat.

The subdivider and/or owner shall prepare and submit a preliminary plat, together with any necessary supplementary information, preliminary utility plan and preliminary grading plan. The plans shall contain the information set forth in the subsections that follow (Upon specific request, the City may exempt an applicant from the submission of data which is not considered relevant to the application.):

A. Proof of Ownership:

1. Current title commitment or current title opinion for abstract property and a certificate of title for registered property (torrens).
2. Written authorization from current owner, if current owner is not making application for platting.

B. Certificate of Survey: A current certificate of survey, prepared and signed by a licensed Land Surveyor, depicting the following:

1. Graphic scale of drawing (engineering scale only, not less than 1 inch equals 100 feet).
2. North arrow.
3. Date of survey.
4. Existing legal description of the parcel of land to be platted.
5. Existing parcel boundaries shown with survey measurement data matching the existing legal description of the parcel of land to be platted.
6. Area in square feet and acres of the outside boundary of the parcel of land to be platted.
7. Easements of record (referenced in the current title commitment, current title opinion or certificate of title).
8. All encroachments along the outside boundary of the parcel of land to be platted.
9. Identify all gaps and overlaps of the property being platted.
10. The outside boundary of the property being platted must be clearly marked with survey monumentation.

C. Preliminary Plat:

1. General Requirements:

- a. The current certificate of survey must be used as a base for the preparation of the preliminary plat.

b. Proposed name of subdivision; names shall not duplicate or too closely resemble names of existing platted subdivisions within the County and must be verified with the County recorder.

c. Graphic scale of drawing (engineering scale only, not less than 1 inch equals 100 feet).

d. Date of preparation.

e. North arrow.

f. Location of boundary lines in relation to a known section, quarter section or quarter-quarter section lines comprising a legal description of the property.

g. Name and address of the property owner(s).

h. Name and address of the subdivider.

i. Name, address and signature of the licensed Land Surveyor or licensed Professional Engineer (Civil) who prepared the proposed plat.

j. Existing zoning classifications for lands within and abutting the proposed plat, including floodplain and shoreland boundaries.

k. Property lines of adjoining unsubdivided or subdivided land, within three hundred fifty feet (350'), including all contiguous land owned or controlled by the subdivider and/or owner.

l. In plats where public water and sewer are not available, the subdivider and/or owner shall file a report prepared by a certified soils evaluator or licensed Professional Engineer (Civil) on the feasibility of individual on site sewer and water systems on each lot, and shall include soils boring analysis and percolation tests to verify conclusions.

m. Existing site improvements inside the outside boundaries and fifty feet (50') outside the outside boundaries of the parcel of land to be platted.

n. Basins, lakes, rivers, streams, creeks, wetlands, and other waterways bordering on or running through the parcel of land and delineation of any or portions of any wetlands within the subject property to be platted. The ordinary high water elevation and the 100-year flood elevation shall be shown where applicable.

o. Location, right of way widths and names of public streets or other public ways, showing type, width and condition of improvements, if any, which pass through and/or are adjacent to the parcel of land being platted.

p. Location, right of way widths and names of railroads, if any, which pass through and/or are adjacent to the parcel of land being platted.

q. Identify registered lands (torrens) within the outside boundaries of the parcel of land being platted.

2. Proposed Design Features:

a. Layout of proposed streets showing the right of way widths, centerline gradients, typical street sections, and proposed names of streets in conformance with the county uniform street
Pine Island City Code - Chapter 12 Subdivision Regulations (Platting)

naming and addressing system. The name of any street heretofore used in the City or its environs shall not be used unless the proposed street is a logical extension of an already named street, in which event the same name shall be used.

b. Locations and widths of proposed alleys and pedestrianways.

c. Location, dimensions and purpose of all easements.

d. Layout, numbers, lot areas and preliminary dimensions of lots and blocks.

e. Minimum front and side street building setback lines.

f. When lots are located on a curve, the width of the lot at the building setback line.

g. Areas, other than streets, alleys, pedestrianways, and utility easements, intended to be dedicated or reserved for public use, including the size of such area or areas in acres.

3. Supplementary Information:

a. Any or all of the supplementary information requirements set forth in this subsection shall be submitted when deemed necessary by the City staff, consultants, advisory bodies and/or City Council.

b. Proposed protective covenants.

c. An accurate soil survey and/or soil borings of the subdivision prepared by a registered soils engineer.

d. A tree inventory prepared by a licensed or registered forester or landscape architect identifying tree coverage in the proposed subdivision in terms of type, weakness, maturity, potential hazard, infestation, vigor, density and spacing.

e. Statement of the proposed use of lots stating type of buildings with number of proposed dwelling units or type of business or industry, so as to reveal the effect of the development on traffic, fire hazards and congestion of population.

f. If any zoning changes are contemplated, the proposed zoning plan for the areas, including dimensions, shall be shown. Such proposed zoning plan shall be for information only and shall not vest any right in the applicant.

g. The subdivider and/or owner shall be required to submit a sketch plan of adjacent properties so as to show the possible relationships between the proposed subdivision and future subdivisions. All subdivisions shall be required to relate well with existing or potential adjacent subdivisions.

h. Where structures are to be placed on large or excessively deep lots that are subject to potential replat, the preliminary plat shall indicate a logical way in which the lots could possibly be resubdivided in the future.

i. When the City has agreed to install improvements in a development, the subdivider and/or owner will be required to furnish a financial security satisfactory to the City.

j. A comprehensive screening plan which identifies all proposed buffering and screening in both plan and sectional view.

k. Where irregular shaped lots have been proposed, house plans shall be submitted which demonstrate such lots to be buildable and the resulting structure compatible in size and character to the surrounding area.

l. Such other information as may be required.

m. The preliminary plat submittal shall include the following information:

- (1)** Gross acres.
- (2)** Net developable acres.
- (3)** Comprehensive plan land use designation.
- (4)** Existing and/or proposed zoning.
- (5)** Gross unit density.
- (6)** Net unit density.
- (7)** Acres of right of way.
- (8)** Acres of wetland.
- (9)** Acreage of each outlot.

n. Site dimension plan.

D. Preliminary Grading Plan: The subdivider and/or owner shall submit a preliminary grading, drainage and erosion control plan utilizing a copy of the current certificate of survey as a base for the site in question, prepared and signed by a licensed Professional Engineer (Civil), depicting the following information:

- 1.** North arrow and date of preparation.
- 2.** Graphic scale (engineering scale only, not less than 1 inch (1") equals 50 feet (50')).
- 3.** Lot and block numbers, house pad location, home style and proposed building pad elevations at garage slab and lowest floor for each lot.
- 4.** Drainage plan, with a narrative, including the configuration of drainage areas and calculations. The locations of proposed infiltration basins must include soil borings and infiltration tests.
- 5.** Location of all natural features on the tract. Natural features are considered to include, but are not limited to, the following: tree lines, wetlands, ponds, lakes, streams, drainage channels, bluffs, steep slopes, etc.
- 6.** Location of all existing storm sewer facilities, including pipes, manholes, catch basins, stormwater basins, swales, and drainage channels within one hundred fifty feet (150') of the tract. Existing pipe grades, rim and invert elevations, and normal and high water elevations must be included.

7. If plat is located within or adjacent to a 100-year floodplain, flood elevations and locations must be clearly shown on the plan.

8. Spot elevations at drainage breakpoints and directional arrows indicating site, swale and lot drainage.

9. Locations, grades, rim and invert elevations of all storm sewer facilities, including stormwater basins, proposed to serve the tract.

10. Locations and elevations of all street high and low points.

11. Street grades shown, with a maximum permissible grade of ten percent (10%) and a minimum of five-tenths percent (0.5%).

12. Phasing of grading.

13. The location of all oversize nontypical easements.

14. A stormwater pollution prevention plan (SWPPP) including all soil erosion and sediment control measures to be incorporated during and after construction must be shown. Locations and standard detail plates for each measure must be included on the plan.

15. All revegetation measures proposed for the tract, including seed and mulch types and application rates must be included on the plan.

16. Existing contours at two foot (2') intervals shown as dashed lines (may be prepared by a Minnesota licensed surveyor). Existing contours shall extend one hundred fifty feet (150') outside of the tract.

17. Proposed grade elevations at two foot (2') intervals shown as solid lines.

18. Appropriate wetland permits in conformance with the wetland conservation act and buffer requirements.

19. All modular block retaining walls to be constructed as part of the subdivision grading plan must meet MN/DOT requirements. A licensed Professional Engineer (Civil) must design any retaining wall that has a combined height greater than four feet (4'). The building official must approve the retaining wall plans and each retaining wall is subject to issuance of a separate building permit.

E. Preliminary Utility Plan: Preliminary utility plan, prepared and signed by a licensed Professional Engineer (Civil), depicting the following information:

1. Easements: Location, dimension and purpose of all easements.

2. Underground Facilities: Location and size of existing sewers, water mains, culverts, or other underground facilities within the tract and to a distance of one hundred fifty feet (150') beyond the tract. Such data as grades, invert elevations, and location of catch basins, manholes and hydrants shall also be shown.

3. Water Supply: Water mains shall be provided to serve the subdivision by extension of an existing community system wherever feasible. Service connections shall be stubbed into the property line and all necessary fire hydrants shall also be provided. Extensions of the public water supply system

shall be designed so as to provide public water in accordance with the design standards as approved by the City Engineer. In areas where public water supply is not available, individual wells shall be provided on each lot, properly placed in relationship to the individual sewage disposal facilities on the same and adjoining lots. Well plans must comply with the state well code, as may be amended, and be submitted for the approval of the City Engineer.

4. Sewage Disposal, Public: Sanitary sewer laterals and service connections shall be installed in accordance with the design standards of the City as approved by the City Engineer. The use of sanitary sewer ejector pumps for service to individual lots shall not be allowed, unless approved prior to installation by the City Engineer as a private utility fixture.

5. Sewage Disposal, Private: All individual sewage treatment systems shall be installed in accordance with all applicable state, county, and City requirements.

6. Sanitary Sewer Facilities: Locations, grades, rim and invert elevations, and sizes of all proposed sanitary sewer facilities to serve the tract.

7. Hydrants and Valves: Location of all proposed hydrants and valves for the proposed water mains.

8. Public Utilities: Public utilities must be extended to plat boundaries unless otherwise approved by the City Engineer.

Subd. 2 Data for Final Plat.

The subdivider and/or owner shall submit a final plat, final grading, development, and erosion control plan, and final utility plan, together with any necessary supplementary information. The final plat, prepared for recording purposes, shall be prepared in accordance with provisions of Minnesota State statute 505 and the County surveyor's plat review regulations, and such final plat submittal shall contain the following information:

A. Name of the subdivision, which shall not duplicate or too closely approximate the name of any existing platted subdivisions within the County and proposed names must be verified with the County recorder.

B. Location by section, township, range, county and state, and including descriptive boundaries of the subdivision, based on an accurate traverse, giving angular and linear dimensions which must mathematically close. The allowable error closure of any portion of a final plat shall the mathematical closure of tolerance of the plat boundary, blocks, lots and outlots shall not exceed 2/100 of a foot.

C. The location of monuments shall be shown and described on the final plat. Locations of such monuments shall be shown in reference to existing official monuments on the nearest established street lines, including true angles and distances to such reference points or monuments.

D. Location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet, with the length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground shall be shown. Dimensions shall be shown from all angle points of curve to lot lines.

E. Lots shall be numbered correctly and outlots shall be labeled alphabetically. Blocks are to be numbered, with numbers shown clearly in the center of the block.

F. The exact locations, widths and names of all streets to be dedicated.

G. Location and width of all easements to be dedicated.

H. Name of licensed Land Surveyor making the plat.

I. Scale of the plat shall be 10, 20, 30, 40, 50, 60 or 100 scale with the scale shown graphically on a bar scale and north arrow and north arrow along with basis of bearing notation Assumed, County Coordinate System, etc.

J. Statement dedicating all easements as follows:

"Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and along the strips marked "drainage and utility easements."

K. Statement dedicating all streets, alleys and other public areas not previously dedicated as follows:

"Streets, alleys, and other public areas shown on this plat and not heretofore dedicated to public use are hereby so dedicated."

L. The final grading, development and erosion control plan must be prepared in accordance with the current City specifications.

M. A title report prepared by a title company indicating owners and encumbrances on the property and a statement as to which parts of the property are registered (torrens).

N. Construction cost estimates for all required basic improvements.

O. The following information shall be provided with the final plat:

1. Gross acres.
2. Net developable acres.
3. Comprehensive plan land use designation.
4. Existing and/or proposed zoning.
5. Gross unit density.
6. Net unit density.
7. Acres of right of way.
8. Acres of wetland.
9. Acreage of each outlet.

P. Certification by a licensed Land Surveyor in the form required by Minnesota statutes section 505.03, as amended.

Q. Execution of all owners of any interest in the land, any holders of a mortgage thereon, of the certificates required by Minnesota statutes section 505.03, as amended, and which certificate shall include a dedication of the utility easements and other public areas in such form as approved by the City Council.

R. Space for certificates of approval and review to be filled in by the signatures of the chair of the City Planning Commission and the Mayor and City Administrator. The form of certificate by the Planning Commission is as follows:

Reviewed by the Planning Commission of the City of Pine Island.

This day of _____, 20__.

*Signed:
Chair*

*Attest:
Secretary*

The form of approval of the City Council is as follows:

This day of _____, 20__.

*Signed:
Mayor*

*Attest:
City Administrator*

Subd. 3 Engineering Standards for Final Grading, Development and Erosion Control Plans.

The final grading, development and erosion control plan shall contain the following information and comply with the following standards:

A. Certificate: The current certificate of survey must be used as a base for the preparation of the final grading, development and erosion control plan.

B. Arrow: North arrow and date of preparation.

C. Scale: Graphic scale of drawing (engineering scale only, not less than 1 inch equals 50 feet).

D. Symbol Key: Key with all line types, symbols, shading and cross hatching denoted.

E. Illustration Key: Illustration key showing symbols for all information pertaining to lot and house design, including grades, easements, lot and block, setbacks, etc.

F. Bench Mark: The bench mark provided must be based upon the NAVD 88. Methods of establishing a new benchmark must be approved by the City Engineer and provided with the initial submittal of the grading plan.

G. Lines: Subject property's boundary lines, lot lines and right of way lines.

H. Adjacent Area Information: All adjacent plats, parcels, rights of way, section lines and existing topography extended a minimum of one hundred fifty feet (150') beyond the subject parcel in all directions.

I. Topography: Topography in two foot (2') contour intervals with existing contours shown as dashed lines and proposed contours shown as solid lines. All existing and proposed contours labeled at each edge of the plan and at appropriate locations within the plan.

J. Natural Features: Locations of all existing natural features must be clearly shown. Natural features are considered to include, but are not limited to, the following: tree lines, wetlands, ponds, lakes, streams, drainage channels, bluffs, steep slopes, etc.

K. Storm Sewers: Location of existing storm sewer facilities within one hundred fifty feet (150') of the subject parcel.

L. Flood Elevations: If the property is within or adjacent to a 100-year floodplain, flood elevations and locations must be clearly shown on the plan.

M. Total Area: Total area of plat, all lots, outlots and stormwater basins denoted on plan (tabulation permitted).

N. Direction Arrows: Direction arrows indicating sites, swale and lot drainage patterns. Spot elevations must be provided at drainage breakpoints.

O. Slope: Maximum three to one (3:1) slopes.

P. Numbers: Lot and block numbers.

Q. Lot Corners: Proposed lot corner elevations.

R. Names: Street names.

S. Emergency Overflow Swales: Emergency overflow swales located, labeled and spot elevations. Rear or side lot line swales minimum one percent (1.0%) grade sandy soils, and one and five-tenths percent (1.5%) grade clay soils.

T. Stormwater Basins, Swales, Etc.: All stormwater basins, swales and channels must be constructed on public easements or land owned by the City.

U. Grades: Percent grades indicated along major drainage swales (more than 12 lots).

V. Proposed Elevations: Proposed elevations at garage floor and lowest floor elevation. Proposed finished ground elevations around home for final grading. The top of the foundation and garage floor of all structures shall be a minimum of eighteen inches (18") or three percent (3%) above the grade of the crown (center) of the street.

W. Style of Home: Style of home indicated for each lot; e.g., rambler, split level, walkout, full basement, etc.

X. High and Low Points: Finished spot elevations at all high and low points.

Y. Cul-de-sacs: Locations of all temporary cul-de-sacs.

Z. Street Barricades: Locations of permanent street barricades.

AA. Storm Sewer Facilities: Locations of all proposed storm sewer facilities.

BB. Drainage: Maximum of four hundred (400) linear feet of drainage from rear yard areas permitted. Rear yard catch basins must be installed at the four hundred foot (400') mark, or as determined by the City Engineer.

CC. Drain Tile: Location of proposed drain tile including cleanout locations and inverts of services to each lot (5 feet from the lot line on the downstream side of the lot). Invert information is required only if depth of tile is other than forty-eight inches (48") City standard depth.

DD. Utility Easements: Location of all oversized drainage and utility easements.

EE. Stormwater Basins: All existing and proposed stormwater basins must have outlet elevation (oe), 100-year high water level (HWL) shown and total volume (acre-feet) of stormwater retention indicated above the outlet elevation.

FF. Inlets and Outlets: Invert elevation of inlets and outlets into stormwater basins.

GG. Tree Preservation: Location of tree preservation fencing, and limits of clearing and grading clearly shown on plans.

HH. Grading: Designation of lots to be mass graded and custom graded.

II. Erosion Control: Location of all structural erosion control measures including, but not limited to, the following: temporary gravel construction entrances, temporary and permanent sediment basins, silt fence, staked bales, storm sewer inlet filters, rock filter dikes, storm sewer outlet protection, erosion control mats, fiber blankets and nettings.

JJ. Soil Stockpiling: Locations of soil stockpile areas with temporary stabilization measures indicated.

KK. Seeding: Seeding specifications, including:

1. Type of seeding (permanent, temporary, and dormant);
2. Type of seed and application rate;
3. Fertilizer type and application rate;
4. Mulch type, application rate, and method of anchoring;
5. Specifications for the installation and maintenance of erosion control mats, blankets or netting;

6. Note requiring seeding to be completed within forty eight (48) hours of rough grading with revegetation to occur within forty eight (48) hours of fine grading.

LL. Lot Benching: Standard lot benching detail must be provided.

MM. Detail Plates: Standard detail plates and maintenance information for each of the above measures used must also be included.

NN. Grading Plan: Requirements for certified grading plan:

- 1.** A certified plan must be submitted within thirty (30) days of grading completion.
- 2.** The "as constructed" grading plan must include certification by a licensed Land Surveyor or licensed Professional Engineer (Civil) that all stormwater basins, swales and drainageways have been constructed on public easements or land owned by the City.
- 3.** The "as constructed" grading plan shall include field verified elevations of the following:
 - a.** Cross sections of stormwater basins.
 - b.** Location and elevations of all swales, drainageways and emergency overflows.
 - c.** All lot corners and center of house pads at the front and rear.
 - d.** Tops of castings of rear yard catch basins.
 - e.** All slopes steeper than four to one (4:1).
 - f.** The location and elevation of any retaining walls.
 - g.** The location, restored elevation, and bottom elevation of any borrow areas, temporary sediment basin/trap, or temporary drainage ditch/culvert that were located within a proposed lot or outlot building pad, or that had a bottom elevation more than three feet (3') below final grade.
 - h.** All permanent drain tile installed.
 - i.** Elevations of all flared ends and outlet structures for sediment basins and stormwater basins.
 - j.** The location and elevation of all landscape berms.
- 4.** After construction, one set of mylar drawings is to be prepared and submitted to the City.
- 5.** Certified grading plans are to be submitted to the City on an electronic file. The electronic file must be in AutoCAD.DWG or *.DXF format and consistent with the City's standard specification manual for minimum layering requirements.

SEC. 12.22 - 12.29 RESERVED FOR FUTURE EXPANSION.

SEC. 12.30 DESIGN STANDARDS.

All subdivision plats and minor subdivisions shall comply with the following design standards, if applicable.

Subd. 1 Streets and Alleys

A. General Street Design.

1. The design of all streets shall be considered in relation to public safety, existing and planned streets, efficient circulation of traffic, topographical conditions, run-off of storm water, proposed use of the land to be served by such streets, and the Comprehensive Plan of the City.

2. Street Plans for Future Subdivisions: Where the plat to be submitted includes only part of the tract owned or intended for development by the subdivider and/or owner or the plat adjoins unsubdivided land that can be subdivided in the future, a sketch plan of a proposed future street system and lot layout for the unsubdivided portion and/or adjoining land shall be prepared and submitted by the subdivider and/or owner showing the appropriate arrangement of the streets continuation into unsubdivided portions and adjoining land. Such streets shall be carried to the boundaries of the unsubdivided land.

3. Provisions for Resubdivision of Large Lots and Parcels: When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and openings of future streets and appropriate resubdivision, with provision for adequate utility connections for such resubdivision.

4. Local Streets. Local streets should be so planned as to discourage their use by nonlocal traffic.

5. Streets, Continuous: Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of arterial and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served. The street arrangements shall not be such as to cause hardship to owners of adjoining property in subdividing their own land and providing convenient access to it.

B. Street Right of Way Widths and Grades. Unless approved by the City Engineer to match existing adjacent right of way, street right of way widths shall conform to the following standards. Except when, upon the recommendation of the City Engineer, the topography warrants a greater maximum, the grades in all streets, arterials, collector streets, local streets, parkways and alleys in any subdivision shall conform to the following standards. In addition, there shall be a minimum grade of not less than five-tenths percent (0.5%) unless approved by the City Engineer because of existing conditions.

Functional Classification	Minimum Right of Way	Maximum Grade	Minimum Grade
Regional Arterial	150 feet	5%	0.5%
Local Arterial	100 feet	5%	0.5%
Regional Collector	100 feet	8%	0.5%
Local Collector	80 feet	8%	0.5%
Local Residential	60 feet	10%	0.5%

Local Commercial/Industrial	80 feet	10%	0.5%
Parkway Designated Roadway	120 feet	5%	0.5%
Alley	30 feet	10%	0.5%

C. Street Intersections. Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. Under normal conditions, the minimum angle of intersection of streets shall be eighty degrees (80°). Street intersection jogs with an offset of less than one hundred feet (100') shall be avoided. Intersections having more than four corners shall be prohibited. Adequate land for future intersection and interchange construction needs shall be dedicated to the City.

D. Cul-De-Sacs/Dead End Streets.

1. Permanent dead end streets without cul-de-sac turnarounds are prohibited.

2. Permanent cul-de-sacs shall be allowed only where one or more of the following criteria have been met:

a. Area topography or other physical site conditions warrant a cul-de-sac.

b. A through street is not physically feasible or desirable due to environmental or access spacing considerations.

3. The length of a permanent cul-de-sac street shall not be less than one hundred fifty feet (150') nor longer than six hundred feet (600') and shall include a turnaround which shall be provided at the closed end, with a right of way radius not less than sixty feet (60'). The length of the cul-de-sac shall be measured from the intersection of the centerlines of the cul-de-sac and the intersecting street to the center point of the cul-de-sac right of way turnaround. Pedestrianways in the form of an outlot and/or easement may be required through the block adjacent to cul-de-sac turnaround in order to provide pedestrian access to the closed end of the cul-de-sac. The outlot and/or easement shall be owned by the City or in favor of the City.

4. In areas determined by the City to be environmentally sensitive due to topography, forestation and/or wetlands, deviations to the design standards outlined in section 12.30 subd. 1 letter D3 of this chapter may be allowed, provided that:

a. Such deviations are limited to the following:

(1) Right of way dedication, excluding turnaround area, may be reduced from sixty feet (60') to no less than fifty feet (50').

(2) Street widths measured from back of curb to back of curb may be reduced from thirty two feet (32') to no less than twenty eight feet (28').

b. The following standards are met:

(1) All lots shall meet or exceed the minimum standards for the applicable zoning district.

(2) The required drainage and utility easement in the front yard of lots shall be not less than fifteen feet (15').

(3) All custom graded lots shall have a custom grading plan and preapproved site/building plan prior to the issuance of building permits.

(4) The cul-de-sac length shall not exceed six hundred feet (600').

(5) Any reduction in front yard setbacks shall be processed according to provisions of the zoning ordinance.

E. Temporary Cul-De-Sacs.

1. In those instances where a street is terminated pending future extension in conjunction with future subdivision and there is more than two hundred feet (200') or two (2) dwelling units accessed between the dead end and the nearest intersection, a temporary turnaround shall be provided at the closed end in conformance with cul-de-sac requirements.

2. This temporary cul-de-sac must be placed inside a temporary roadway easement if it is located outside street right of way. The temporary easement and turnaround shall be located within an outlot or an adjacent undeveloped land.

3. The temporary cul-de-sac shall be paved with bituminous within one (1) year of construction.

4. Security shall be required for the turnaround removal and restoration.

F. Subdivisions Abutting Major Rights of Way: Wherever the proposed subdivision contains or is adjacent to the right of way of a state highway, regional arterial or local arterial, provisions may be made for a marginal access street approximately parallel and adjacent to the boundary of such right of way; provided, that due consideration is given to proper circulation design, or for a street at a distance suitable for the appropriate use of land between such street and right of way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations, or for lot depths.

G. Half Streets. Dedication of half streets shall not be considered for approval except where it is essential to the reasonable development of the subdivision and in conformity with the other requirements of these regulations or where it is found that it will be practical to require the dedication of the other half when the adjoining property is subdivided.

H. Private Streets. Private streets shall be prohibited unless otherwise approved as part of a planned unit development in which case all street designs and standards shall be approved by the City Engineer.

I. Curb Radius. The minimum curb radii for arterials, collector streets, local streets, parkways, alleys and driveways shall be as follows:

Alleys and Driveways	5 feet
Arterial and Collector Streets	25 feet
Local Streets	15 feet
Parkways	15 feet

J. Reverse Curves. Minimum design standards for collector and arterial streets shall comply with Minnesota state aid design standards.

K. Reserve Strips. Reserve strips controlling access to streets shall be prohibited except under conditions accepted by the City Council.

L. Tangents. A tangent of at least one hundred feet (100') shall be introduced between reverse curves on collector streets and fifty feet (50') on lesser streets.

M. Deflections. When connecting street lines deflect from each other at one point by more than ten degrees (10°) they shall be connected by a curve with a radius adequate to ensure a sight distance of no less than five hundred feet (500') for arterials, three hundred feet (300') for collectors, and one hundred feet (100') for all other streets.

N. Street Sections. The street section shall comply with design standards as set forth in the City of Pine Island Roadway Design Guidelines as may be amended. All street designs are subject to the review and approval of the City Engineer.

O. Seeding or Sodding. Any areas disturbed within the street right of way, at the time of construction, shall be restored with a minimum of six inches (6") of topsoil and shall be seeded or sodded as directed by the City Engineer.

P. Service Access, Alleys. Service access shall be provided in commercial and industrial districts for off street loading, unloading and parking consistent with and adequate for the uses proposed. Except where justified by special conditions, such as the continuation of an existing alley in the same block, alleys will not be approved in residential districts, unless approved as part of a Planned Unit Development and is privately maintained as part of a homeowners association. Alleys, where provided, shall not be less than thirty feet (30') wide. Dead end alleys shall be avoided wherever possible, but if unavoidable, such dead end alleys may be approved if adequate turnaround facilities are provided at the closed end.

Q. Sidewalks and Multipurpose Trailways.

1. Concrete sidewalks shall be installed along both sides of all local residential and local commercial/industrial streets (not including cul-de-sacs) as designated by the City's Comprehensive Plan. All sidewalks shall have a minimum width of five feet (5'). At the discretion of the City Council sidewalks may be installed along only one side of a local residential and local commercial/industrial street in areas determined by the City to be environmentally sensitive due to topography, forestation and/or wetlands.

2. Concrete sidewalks shall be installed along one side and multipurpose trailways shall be installed along the other side of all arterial, collector and parkway streets as designated by the City's Comprehensive Plan. All sidewalks shall have a minimum width of five feet (5') and all multipurpose trailways shall have a minimum width of ten feet (10') and be constructed of bituminous materials.

3. Concrete sidewalks and multipurpose bituminous trailways shall be accessible by handicapped persons in accordance with Minnesota statutes section 471.464.

4. The subdivider and/or owner shall be responsible for the payment of one hundred percent (100%) of all the costs of sidewalks and multipurpose bituminous trailways, including the cost of grading and restoration, materials and all installation costs.

5. The subdivider and/or owner shall install all required sidewalks and multipurpose trailways at the time the required street improvements are installed or provide the City with a cash escrow or irrevocable letter of credit in amount of one hundred and twenty-five percent (125%) of the estimated cost of installation, as determined by the City Engineer, to ensure completion of the required sidewalks

and multipurpose trailways. All required sidewalks and multipurpose trailways shall be completed within three (3) years of final plat approval or prior to the issuance of a certificate of occupancy for an individual lot, whichever occurs first. If the required sidewalks and multipurpose trailways have not been completed within three (3) years of the final plat approval, the City may use the cash escrow or irrevocable letter of credit to complete any remaining sidewalks and multipurpose trailways. If the required sidewalks and multipurpose trailways are to be intalled at the time the required street improvements are installed, the subdivider and/or owner shall provide the City with an appropriate financial security acceptable to the City, prior to the issuance of building permits within the subdivision, to ensure the installation of the required sidewalks and multipurpose trailways is completed.

R. Street Names. Street names shall not duplicate the names of other streets.

S. Compliance with the County Transportation Plans. All subdivisions incorporating streets which are identified in the county transportation plans, as amended, shall comply with the minimum right of way, surfaced width, and design standards as outlined in said plan, and must be reviewed and approved by the County.

T. Functional Classification. Streets within the City shall be dedicated in accordance with their functional classification as designated within the City's adopted comprehensive plan as may be amended; or as recommended by the City Engineer and approved by the City Council.

Subd. 2 Blocks.

A. Block Length. In general, intersecting streets, determining block lengths, shall be provided at such intervals so as to serve cross traffic adequately and to meet existing streets. Where no existing plats control, the blocks in residential subdivisions should not exceed one thousand two hundred feet (1,200') nor be less than four hundred feet (400') in length, except where topography or other conditions justify a departure from this maximum. In blocks longer than eight hundred feet (800'), pedestrianways and/or easements through the block may be required near the center of the block.

B. Block Width. The width of the block shall normally be sufficient to allow two (2) tiers of lots of appropriate depth. Blocks intended for business or industrial use shall be of such width as to be considered most suitable for their respective use, including adequate space for off street parking and deliveries.

Subd. 3 Lots.

A. Area. The minimum lot area, width and depth shall not be less than that established by the City Zoning Ordinance in effect at the time of adoption of the final plat.

B. Corner Lots. Corner lots for residential use shall have additional width to permit appropriate building setback from both streets as required in the zoning ordinance.

C. Side Lot Lines. Side lines of lots shall be approximately at right angles to street lines or radial to curved street lines.

D. Frontage. Every lot must have the minimum frontage on a City approved street other than an alley, as required in the City zoning ordinance.

E. Setback Lines. Setback or building lines shall be shown on all lots and shall not be less than the setback required by the City zoning ordinance.

F. Features. In the subdividing of any land, due regard shall be shown for all natural features, such as tree growth, watercourses, historic spots or similar conditions which, if preserved, will add attractiveness and stability to the proposed development.

G. Lot Remnants. All remnants of lots below minimum size left over after subdividing of a larger tract must either be platted as an outlot or be added to adjacent lots, rather than allowed to remain as unusable parcels.

H. Political Boundaries. No singular plat shall extend over a political boundary without documented notification to affected units of government.

I. Frontage on Two Streets. Double frontage, or lots with frontage on two (2) parallel streets shall not be permitted except: where lots back on arterial or regional collector streets or where topographic or other conditions render subdividing otherwise unreasonable. Such double frontage lots shall adhere to the requirements of section 11.70 subd. 7 letter D of the City Code.

J. Access. Unless approved by the City Engineer, the grade elevation of any driveway shall not exceed:

1. Ten percent (10%) for single, two-family and townhouse dwellings and all underground parking.

2. Five percent (5%) for all other uses.

K. Buffer Side Yards. In the case of single-family residential lots with side yards that abut major collector or arterial streets, the buffer yard requirements of section 11.70 subd. 7 letter D of the City Code shall apply.

L. Irregular Shaped Lots. On single-family residential lots determined to be irregular in shape (e.g., triangular), the developer shall demonstrate to the City an ability to properly place principal buildings and accessory structures upon the site which are compatible in size and character to the surrounding area.

M. Two-Family and Townhouse Lot Subdivisions. The subdivision of a base lot containing two-family or townhouse dwelling units to permit individual private ownership of a single dwelling within such a structure shall be subject to the following requirements:

1. A property maintenance agreement shall be arranged by the applicant and submitted to the City attorney for review and approval. The agreement shall ensure the maintenance and upkeep of the structure and the lot to meet minimum City standards. The agreement is to be filed with the County recorder's office as a deed restriction against the title of each unit lot.

2. Separate public utility service shall be provided to each subdivided unit and shall be subject to review and approval of the City Engineer.

N. Grading Plan. The grading plan for all single-family residential subdivisions shall provide for an area with a slope not greater than ten percent (10%) extending not less than a depth of twenty feet (20') from the rear line of the building pad the entire width of the building pad, except as approved by the City Engineer.

O. Drainage. Lots shall be graded so as to provide drainage away from building locations.

Subd. 4 Drainage and Utility Easements

A. Width and Location. An easement for drainage and utilities at least ten feet (10') wide along front and rear lot lines and five feet (5') wide along all abutting side lot lines shall be provided. An easement for drainage and utilities not less than ten feet (10') wide shall be provided adjacent to all plat boundaries. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots. Temporary construction easements may be required where installation depths are greater than twelve (12) feet. Drainage and utility easements shall be kept free of any vegetation or structures which would interfere with the free movement of utility service vehicles.

B. Continuous Easement Locations. Drainage and utility easements shall connect with easements established in adjoining properties. These easements, when approved, shall not thereafter be changed without the approval of the City Council after a public hearing.

C. Outlot Alternative. When a subdivision is traversed by a water course, drainage way, wetland, channel, stream or other natural features, the City may at its discretion choose to require outlots rather than drainage and utility easements for these areas.

Subd. 5 Soil Erosion and Sediment Control.

A. The development shall conform to the natural limitations presented by topography and soil so as to create the least potential for soil erosion.

B. Erosion and sediment control measures shall be consistent with best management practices (BMPs) for erosion and sedimentation control as specified in the "Minnesota Stormwater Manual" (MPCA 2005), as amended, and shall be sufficient to retain sediment on site.

C. Erosion and sediment controls shall meet the standards for the general permit authorization to discharge stormwater associated with construction activity under the national pollutant discharge elimination system/state disposal system permit program permit MN R100001 (NPDES general construction permit) issued by the Minnesota pollution control agency, as amended. Final stabilization of the site must be completed in accordance with the NPDES construction permit requirements.

D. Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time. When soil is exposed, the exposure shall be for the shortest feasible period of time, as specified in the development contract.

E. Where the topsoil is removed, sufficient topsoil shall be set aside for respreading over the developed area. Topsoil shall be restored or provided to a minimum depth of six inches (6") and shall be of a quality at least equal to the soil quality prior to development.

F. Natural vegetation shall be protected wherever practical.

G. Runoff water shall be diverted to a sedimentation basin before being allowed to enter the natural drainage system. All on site stormwater conveyance channels shall be designed and constructed to withstand the expected velocity of flow from a 10-year frequency storm without erosion.

H. All temporary erosion and sediment controls shall be installed on all down gradient perimeters before commencing the land disturbing activity and left in place and maintained until the site has been stabilized. All permanent erosion control measures shall be installed and operational per the design and as required by the City.

I. If the activity creates more than one acre of disturbed area, and the activity is taking place on a site where soils are currently disturbed (e.g., a tilled agricultural site that is being developed), areas that will not be graded as part of the development and areas that will not be stabilized according to the time frames specified in the NPDES general construction permit part IV.B.S. shall be seeded with a temporary or permanent cover before commencing the proposed land disturbing activity.

J. The standards related to soil erosion and sediment control contained in Chapter 11 Land Use Regulation (Zoning) of the City Code shall be applicable to all proposed developments and subdivisions.

Subd. 6 Protected Areas.

Where land proposed for subdivision is deemed environmentally sensitive by the City due to the existence of wetlands, drainageways, watercourses, floodable areas or steep slopes, the design of said subdivision shall clearly reflect all necessary measures to ensure against adverse environmental impacts.

Based upon the necessity to control and maintain certain sensitive areas, the City shall determine whether said protection will be accomplished through lot enlargement and redesign or dedication of those sensitive areas in the form of outlots.

In general, measures of protection shall include design solutions that allow for construction and grading involving a minimum of alteration to sensitive areas. Such measures, when deemed appropriate by the City, may include, but shall not be limited to, the following:

A. The establishment of buffers designed consistent with adopted management plans, easements and/or outlots over wetlands, drainageways and watercourses.

B. The implementation of flood control measures, including stormwater basins and infiltration design standards as specified in adopted management plans.

C. The enlargement of lots or redesign of the subdivision.

D. The utilization of appropriate erosion control measures subject to approval by the City Engineer.

E. Soil testing to determine the ability of the proposed subdivision to support development.

F. The limitation of development on slopes steeper than three to one (3:1).

G. Structure conformance to the natural limitations presented by the topography and soil so as to create the least potential of soil erosion.

H. The standards related to tree removal contained in Chapter 11 Land Use Regulation (Zoning) of the City Code shall be applicable to all proposed developments and subdivisions.

Subd. 7 Tree Preservation.

This subdivision is to be reserved for tree preservation requirements.

Subd. 8 Wetlands and Watercourses.

A. Generally. This section applies to all wetlands and watercourses on public or private land located within the City, whether or not the wetland or watercourse is located on the same property as the development.

B. Wetland Management Plan. Utilization and development impacts to wetlands shall be consistent with the city's policies and plans. No grading permit to allow wetland disturbing activities shall be issued until approval of the wetland replacement plan application or a certificate of exemption has been obtained in strict conformance with the provisions of this chapter and the Minnesota wetland conservation act.

C. Buffer Widths; Setbacks.

1. Protective Buffer. A protective buffer of natural vegetation shall surround all wetlands in accordance with the following provisions:

a. Wetlands. The buffer shall have a minimum width of twenty-five feet (25') from the delineated edge of the wetland at the time of development.

(1) Average Width. The width of the buffer may be averaged, provided that a minimum buffer width is maintained equal to seventeen feet (17').

(2) Public Trails and Sidewalks. Public trails and sidewalks that are a maximum of ten feet (10') in width can be included within the buffer, provided the designated width is maintained.

(3) Building Setbacks. For properties developed or redeveloped after March 20, 2012, a building setback of ten feet (10') for a side yard and twenty feet (20') for a rear yard shall be provided from the edge of all required wetland buffers at the time of development.

D. Buffer Standards. The following standards apply to all required buffers:

1. Acceptable Vegetation. Buffers shall be staked and protected in the field prior to construction. Where acceptable natural vegetation exists in buffer areas, the retention of such vegetation in an undisturbed state is required unless approval to replace such vegetation is received.

2. Unacceptable Vegetation. Topography or sparse vegetation that tends to channelize the flow of surface water or vegetation that is unlikely to retain nutrients and sediment are not considered acceptable vegetation for buffer purposes.

3. Replanting Vegetation. Where buffer vegetation and conditions are unacceptable, or where approval has been obtained to replant, buffers shall be replanted and maintained according to the following standards:

a. Buffers shall be planted with a native seed mix approved by MnDOT, BWSR or the City Engineer, with the exception of a onetime planting with an annual nurse or cover crop. Plantings of native forbs and grasses may be substituted for seeding. All substitutions must be approved by the City. Groupings or clusters of native trees and shrubs, of species and at densities appropriate to site conditions, shall also be planted throughout the buffer area.

b. The seed mix and planting shall be broadcast/installed according to MnDOT, BWSR, or City specifications. The selected seed mixes and plantings for permanent cover shall be appropriate for the soil site conditions and free of invasive species.

c. Buffer vegetation (both natural and created) shall be protected by erosion and sediment control measures during construction.

d. During the first five (5) full growing seasons, except where the City has determined vegetation establishment is acceptable, the owner or applicant must replant buffer vegetation where the vegetative cover is less than ninety percent (90%). The owner or applicant must assure reseeding or replanting if the buffer changes at any time through human intervention or activities.

4. Alterations Prohibited. Alterations, including building, storage, paving, routine mowing, burning, plowing, introduction of noxious vegetation, cutting, dredging, filling, mining, dumping, grazing livestock, agricultural production, yard waste disposal, or fertilizer application are prohibited within any buffer. Periodic mowing or burning, or the use of fertilizers and pesticides for the purpose of managing and maintaining native vegetation is allowed. Noxious weeds may be removed and mechanical or spot herbicide treatments may be used to control noxious weeds. Aerial or broadcast spraying is prohibited. Prohibited alterations do not include plantings that enhance the natural vegetation or selective clearing or pruning of trees or vegetation that are dead, diseased or pose similar hazards, or as otherwise clarified in section 12.30 subd. 8 letter D5 of this chapter.

5. Alterations Permitted. The following activities may be permitted within any required buffer:

a. The following activities are allowed within both the minimum and average buffer width areas:

(1) Use and maintenance of an unimproved access strip through the buffer, not more than ten feet (10') in width, for recreational access to the major waterway or wetland and the exercise of riparian rights.

(2) Structures that exist when the buffer is created.

(3) Placement, maintenance, repair, or replacement of public roads and utility and drainage systems that exist on creation of the buffer or are required to comply with any subdivision approval or building permit obtained from the city, so long as any adverse impacts of public road, utility, or drainage systems on the function of the buffer have been avoided or minimized to the extent practical.

(4) Clearing, grading, and seeding is allowed if part of an approved wetland replacement plan, or approved stream restoration plan.

(5) Construction of a multipurpose trail, including boardwalks and pedestrian bridges, provided it is constructed to minimize erosion and new impervious surface, and has an undisturbed area of vegetative buffer at least ten feet (10') in width between the trail and the wetland or public waters wetland edge, or the bank of the major waterway; or where needed to cross the major waterway, the minimum impact alignment is used.

(6) The construction of underground utilities such as water, stormwater, and sanitary sewers and pipelines, provided the minimum impact alignment is used and the area is stabilized.

b. The following activities are allowed within those portions of the average buffer width that exceed the minimum buffer width:

(1) Stormwater management facilities, provided the land areas are stabilized.

(2) The area of shallow vegetated infiltration and biofiltration facilities, and stormwater basins not to exceed fifty percent (50%) of the basin area, adjacent to wetlands and major waterways may be included in buffer averaging, provided the facilities do not encroach into the minimum buffer width, and the land areas are stabilized.

E. Conservation Easement/Outlot. A conservation easement or a dedicated outlot is required for all buffer areas as part of platting and subdivision approval, except where the buffer is located in a public transportation right of way. Buffers shall be marked to clearly designate the boundaries of all new buffers within new residential subdivisions. A monument shall consist of a post and a buffer strip sign approved by the City. Property owned by the City of Pine Island shall be exempted from establishing an outlot or conservation easement for required buffer areas.

Subd. 9 Parkland Dedication Requirements.

A. Parkland Dedication. The City Council finds that as the City continues to increase in population and in land area, available financial resources to purchase and develop lands for park purposes from sources other than the general tax levy have diminished. Appropriate municipal planning and control is needed to ensure that lands suitable for economical park development are identified and preserved for public use during the land subdivision process and not developed for other purposes. The provisions by the City of adequate park facilities to serve the recreational needs of the residents, is an important factor in the maintenance of a high quality of life in the City; and contributes to the health and safety of citizens, especially those who are children. In addition, adequate open space land should be reserved to retain the character of the City, protect wildlife habitats, cleanse the air and stormwater runoff, and to provide passive recreational opportunities. It is therefore in the best interest of all of the citizens of the City to ensure that when new residential development is hereinafter created or made possible by subdivision of lands, that adequate measures are provided in the subdivision process to permit the City to identify land suitable for development as new park facilities, and to obtain and develop such lands for the use of the public at a reasonable cost. It also is in the best interest of all the citizens of the City to ensure that adequate open space is dedicated and reserved.

B. Condition of Approval. As a condition of subdivision approval, the subdivider and/or owner shall dedicate a portion of the buildable land in the proposed subdivision as required in section 12.30 subd 9 letter H & I for conservation purposes or for public use as parks/recreational facilities as defined and outlined in Minnesota statutes section 471.191, playgrounds, trails, wetlands, or open space; provided that the City may choose to accept an equivalent amount in cash for part or all of the portion required to be dedicated based on the fair market value of the land at the time of final approval.

C. Density Increase. If there is an increase in density of subdivisions that are replatted, the Planning Commission shall review and shall recommend to the City Council any reconsideration of park land and/or cash contribution requirements.

D. Exemption. Property being subdivided without an increase in the number of lots shall be exempt from park and trail dedication requirements if similar requirements were satisfied in conjunction with an earlier subdivision. If the number of lots is increased, then the dedication shall be based on the additional lots created.

E. Land Suitability. Land to be dedicated shall in a location and of a character consistent with and suitable for meeting the needs identified by the comprehensive plan or other pertinent study adopted by the City Council. In evaluating the adequacy of proposed park and recreation areas, the City shall consider factors including size, shape, topography, geology, hydrology, tree cover, access and location. Generally land located within wetlands, flood plain areas, drainage ways and pond areas shall not be accepted to meet dedication requirements, except at the discretion of the City Council. At least fifty percent (50%) of the gross area of the land required to be dedicated, shall have a natural slope of four

percent (4%) or less, be largely clear of forest vegetation, and shall not be located in an existing watercourse, a 100 year floodway, drainage easement or water ponding area unless otherwise approved by the City Council. In addition, that portion of the land must have a cover of six inches (6") or more of topsoil suitable for the seeding and cultivation of grass. If land proposed to be dedicated has a natural slope in excess of that required by this section, but may be engineered to provide for a slope that meets the requirements imposed therein, the City Council may permit such land to be dedicated to satisfy the requirements of section.

F. Contribution Recommendation. The Planning Commission shall recommend to the City Council the land and/or cash contribution requirements for proposed subdivisions.

G. Conveyance; Purchase. When a proposed park, playground, recreation area or other public ground has been indicated in the City's official map or comprehensive plan and is located in whole or in part within a proposed subdivision, it shall be conveyed to the City. If the subdivider and/or owner elects not to dedicate an area in excess of the land required hereunder for such proposed public site, the City may consider acquiring the site through purchase or condemnation.

H. Amount of Land Required to be Dedicated; Residential Subdivision. A person requesting a subdivision or resubdivision (where the resubdivision causes an increased demand on parks) of lands under Chapter 12 shall be required, as a precondition of approval of said subdivision request, to dedicate to the use of the public for park, recreation or open space purposes, eight (8) acres per 1,000 projected residents within the subdivision after full development, which is: 0.008 multiplied by the number of persons per dwelling unit, multiplied by the number of dwelling units allowed in the subdivision. The number of persons per dwelling unit shall be based on the following table. The City Council shall periodically review and adjust these assumption as necessary.

Population Density	
Density in Dwelling Units per Gross Acre of Residential Land Area (dwelling units per acre)	Estimated Number of Persons Per Dwelling Unit
0 to 5.99	3.05
6 to 11.99	2.22
Over 12	1.98

I. Amount of Land Required to be Dedicated; Commercial, Industrial and Institutional Subdivisions. In commercial, industrial or institutional subdivisions where a land dedication is required the following formula will be used to determine the dedication: Two percent (2%) of the buildable land being subdivided.

J. Terms of Dedication. Dedication of land for public use shall be without restrictions or reservations and shall be designated as an outlot on the plat. The developer shall be required to deed the outlot or outlots to the City in a form acceptable to the City, prior to the City releasing the final plat for recording. The developer shall be responsible to grade the land to the contours shown on the approved preliminary plat and to leave the dedicated land in a condition suitable to the City.

K. Private Open Space. Where private open space for park and recreation purposes is provided in a proposed subdivision, such areas may be used for credit, at the discretion of the City Council, against the land or cash dedication requirement for park and recreation purposes, provided the City Council finds it is in the public interest to do so.

L. Marketability of Title. Prior to such dedication, a person proposing to subdivide the land shall deliver to the City Attorney for examination, an up to date abstract of title or registered property certificate for examination, or the City Attorney may require a title opinion by a person licensed to

practice law in Minnesota. If the examination of title by the City Attorney or the title opinion indicates that title is not marketable, no subdivision of the land shall occur until such steps are taken by the subdivider and/or owner to permit marketable title to be conveyed to the City by dedication upon the land subdivision or by a subsequent separate conveyance.

M. Cash Payment in Lieu of Land Dedication. The City Council may elect to receive a payment of cash in lieu of park land dedication.

The requirement of dedication imposed by section 12.30 subd. 9 letter H & I of this chapter, may be satisfied by a payment of cash in lieu of park land dedication by the subdivider and/or owner to the City or suitable provision in a development contract, which may include fees for land acquisition, preparation and all other purposes. Cash contributions are to be calculated at the time of final subdivision approval. Said payment shall be made prior to the City releasing the final plat of the subdivision for recording in an amount equivalent to the fair market value of land which would otherwise be required to be dedicated. The City Council may require the payment at a later time under terms agreed upon in the development contract. Delayed payment shall include interest at a rate set by the City. The calculation of the amount of the cash payment required shall be computed on the following basis.

4. Fair Market Value. "Fair market value" shall be determined as of the time of final subdivision approval in accordance with the following:

- a. The City and the developer may agree as to the fair market value, or
- b. The fair market value may be based upon a current appraisal submitted to the City by the subdivider and/or owner at the subdivider and/or owner's expense.
- c. If the City disputes such appraisal the City may, at the subdivider and/or owner's expense, obtain an appraisal of the property by a qualified real estate appraiser, which appraisal shall be conclusive evidence of the fair market value of the land.

N. Contribution Combination. The City may elect to receive a combination of cash, land and development of the land. The fair market value of the land the City wants and the value of the development of the land shall be calculated. That amount shall be subtracted from the cash contribution required by section 12.30 subd. 9 letter M of this chapter. The remainder shall be the cash contribution requirement.

O. Planned Unit Developments. Planned unit developments with mixed land uses shall make cash and/or land contributions in accordance with this subdivision based upon the percentage of land devoted to the various uses.

P. Park Dedication Fund. All payments collected pursuant to section 12.30 subd. 9 of this chapter shall be placed in a park acquisition and development fund established for the City, and may only be disbursed for purposes consistent with the acquisition and development of parks as the City Council may, from time to time, direct.

Q. Specialized Housing Uses.

1. Independent living facilities for age restricted senior residents shall be considered the same as multiple-family residential dwellings for the purpose of park dedication requirements based on the number of proposed units at the time of final plat approval.

2. Facilities with a combination of senior independent living and/or various levels of housing with services shall make cash and/or land contributions in accordance with this subdivision based upon the number of units designated for the various uses.

Subd. 10 Minimum Design Features.

The design features set forth in this chapter are minimum requirements. The City may impose additional or more stringent requirements concerning lot size, streets and overall design as deemed appropriate considering the property being subdivided.

Subd. 11 Zoning Ordinance and Official Map Consistency.

Subdivisions and preliminary and final plats may only be approved if they are consistent with the City's zoning ordinance, comprehensive plan and official maps.

SEC. 12.31 REQUIRED IMPROVEMENTS FOR ALL SUBDIVISIONS.

Subd. 1 General Provisions.

A. Before a final plat is signed by the City, the subdivider and/or owner shall pay all applicable fees and enter into a development contract setting forth the conditions under which the plat is approved.

B. Before a final plat is signed by the City, the subdivider and/or owner shall also furnish the City financial security in the form of a cash escrow or irrevocable letter of credit. Letters of credit must be from a state or federally chartered bank or savings and loan association, insured by the Federal Deposit Insurance Corporation, that has an office in the state of Minnesota or a subsidiary of such bank or savings association with an office in the state of Minnesota. If the subdivider and/or owner fails to perform any obligations under the development contract, the City may apply the security to cure the default.

1. If the developer is going to install the public improvements, the required security shall be the sum of the following fixed or estimated costs:

- a.** Utilities including but not limited to water, sanitary sewer and storm sewer.
- b.** Sanitary sewer lift stations.
- c.** Streets.
- d.** Streetlights.
- e.** Erosion control.
- f.** Engineering, to include developer's design, surveying and construction observation.
- g.** Landscaping.
- h.** Principal amount of special assessments previously levied against the property together with one year of interest.
- i.** Real estate tax for one year, if there are special assessments.
- j.** City engineering fees.
- k.** City inspection fees.
- l.** Wetland mitigation.
- m.** Custom graded lots.
- n.** Removal of buildings, encroachments and temporary improvements as required.
- o.** Lot corners/iron monuments.
- p.** Retaining walls.
- q.** Site restoration.

- r. Private signage and pavement markings.
- s. Record drawings.
- t. Grading certification.
- u. Stormwater basins.
- v. City legal expenses.
- w. Abandonment of any wells or septic systems.
- x. Undergrounding of utilities including but not limited to electric, gas, telephone and cable.
- y. City planning expenses.

2. If the City is going to install the public improvements, the required security shall be the sum of the following fixed or estimated costs:

- a. Principal amount of special assessments for public improvements to be installed together with one year of interest.
- b. Streetlights.
- c. Erosion control.
- d. Landscaping.
- e. Real estate tax for one year.

C. No final plat shall be approved by the City Council without first receiving a report from the City Engineer that the improvements described therein together with the agreements and documents required under this section, meet the requirements of the City.

The City Administrator shall also certify that all fees required to be paid to the City in connection with the plat have been paid or that satisfactory arrangements have been made for payment.

D. The City shall require of a subdivider and/or owner submission of a warranty/maintenance bond in the amount equal to the original cost of the improvements or such lesser amount as agreed to by the City Engineer. The required warranty period for materials and workmanship from the contractor installing public sewer, water mains, storm sewer and stormwater retention ponds shall be two (2) years from the date of final acceptance by City Council or one year following final acceptance by City Council of the final bituminous wearing surface for City streets as approved by the City Engineer. The required warranty period for materials and workmanship from the street contractor installing public streets shall be one year from the date of final acceptance by City Council of the final bituminous wearing course. The required period for sod, trees and landscaping shall be two (2) years.

E. The subdivider and/or owner is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard city

specifications. The subdivider and/or owner shall also submit one complete set of reproducible construction plans.

F. All of the required improvements to be installed under the provisions of this chapter shall be approved by and subject to the inspection of the City Engineer. All of the City's expenses incurred as the result of the requirement improvements shall be paid either directly, indirectly or by reimbursement to the City by the subdivider and/or owner.

G. Prior to the release of the portion of the required security related to grading, a record drawing shall be submitted to verify that the final as built grades and elevations of the lot and building and building setbacks are consistent with the approved grading plan for the development and amendments as approved by the City Engineer and that all required property monuments are in place.

Subd. 2 Monuments.

A. The boundary lines, interior lot lines, and block lines of the plat shall be fully dimensioned with direction and distance. All boundary, lot, and block corners shall be monumented and properly identified by a licensed Land Surveyor.

B. Pipes or steel rods with surveyor's identification shall be placed at each lot corner. Where possible, all United States, State, County or other official bench marks, monuments or triangular stations in or adjacent to the property shall be preserved in precise position. All lot and block dimensions shall be shown on the plat and all necessary direction and distance pertaining to the lots and blocks, as an aid to future surveys shall be shown on the plat. No ditto marks will be permitted in indicating dimensions.

C. To ensure that all irons and monuments are correctly in place following the final grading of a plat and construction of utilities, financial security will be required as determined by the City Engineer. Proof of monumentation shall be in the form of a Certificate of Survey prepared and signed by a licensed land surveyor.

Subd. 3 Streets.

A. The full width of the right of way shall be graded in accordance with the provisions for construction as outlined in section 12.30 of this chapter.

B. All streets shall be improved in accordance with the City standards and specifications for street construction as required by the City Engineer.

C. All streets to be surfaced shall be of an overall width in accordance with the standards and specifications for construction as approved by the City Council. The portion of the right of way outside the area surfaced shall be sodded or seeded by the developer as deemed necessary by the City Engineer.

D. Where required, the curb and gutter shall be constructed in accordance to the standards and specifications for street construction as set forth and approved by the City Council.

E. The grading and drainage requirements for each plat shall be approved by the City Engineer at the expense of the applicant. Every plat presented for final signature shall be accompanied by a report from the City Engineer that the grading and drainage requirements have been met. In an area not having municipal storm sewer trunk, the applicant shall be responsible, before platting, to provide for a stormwater management plan, without damage to properties outside the platted area, and said stormwater management plan shall be submitted to the City Engineer, who shall report to the City Council on the feasibility of the plan presented. No plat shall be approved before an adequate stormwater management plan is presented and approved by the City Engineer and City Council.

F. Trees and boulevard sodding or seeding shall be installed in conformance with the standards and specifications as required by the City Council.

G. Street signs of the design approved by the City Council shall be installed.

H. Driveway aprons and sidewalks of standard design or pedestrian pathways as may be required by the City Council shall be installed.

I. Street lighting fixtures as may be required by the City Council shall be installed.

Subd. 4 Future Street Improvements.

As a condition of plat approval, when property being platted is adjacent to an existing collector road, highway, or substandard streets which need improvement, the developer shall dedicate land for the widening or improvement and shall post a cash escrow acceptable to the City for the cost of the improvement. This provision shall only apply when the need for the improvement is caused by the plat or surrounding development.

Subd. 5 Municipal Utilities.

A. Sanitary Sewer. Sanitary sewer facilities adequate to serve the subdivision shall be installed in accordance with the latest plans and specifications of the City Engineer and shall meet the requirements of the sanitary sewer master plan for sanitary sewer extensions and improvements of the City. All new construction shall be connected to the City sewer system. The use of sanitary sewer ejector pumps for service to individual lots shall not be allowed unless approved by the City Engineer as a private utility fixture prior to installation.

B. Water Facilities. Water facilities adequate to serve the subdivision shall be installed in accordance with the latest plans and specifications of the City Engineer and shall meet the requirements of the water facilities master plan for watermain extensions and improvements of the City. All new construction shall be connected to the City water system.

C. Stormwater Facilities. Storm sewer and/or other surface drainage facilities shall be installed as determined to be necessary by the City Engineer for the proper drainage of surface waters.

D. Where City sanitary sewer and water facilities are not available for extension to service existing properties, the City Council may permit the use of individual water and sewer systems in accordance with all appropriate state and local regulations.

Subd. 6 Public Utilities.

Telephone, electric, communication cable, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.

Subd. 7 Election by City to Install Improvements.

It is the subdivider and/or owner's responsibility to install all required improvements except that the City reserves the right to elect to install all or any part of the improvements required under the provisions of this chapter pursuant to Minnesota statutes chapter 429, as amended. If the City elects to install the improvements the City may require the developer to post a cash escrow or irrevocable letter of credit guaranteeing payment of the assessments.

Subd. 8 Sidewalks and Driveways.

Driveways shall be constructed from the curb and gutter to the property line or property side of sidewalk. Sidewalks thru driveways and driveways shall be constructed to the approved City Engineer standards.

Subd. 9 Specifications and Inspections.

Unless otherwise stated, all of the required improvements shall conform to engineering standards and specifications as required by the City Council and City Engineer. Such improvements shall be subject to inspection and approval by, and shall be made in sequence as determined by the City Engineer.

SEC. 12.32 - 12.39 RESERVED FOR FUTURE EXPANSION.

SEC. 12.40 PAYMENT FOR INSTALLATION OF IMPROVEMENTS.

Subd. 1 Payment for the Installation of Improvements.

A. All required public improvements for new subdivisions as required in this chapter are to be furnished and installed at the sole expense of the subdivider and/or owner or at the option of the City Council by the City through an agreement for special assessments. If any improvement installed within the subdivision will be of substantial benefit to lands beyond the boundaries of the subdivision, provision may be made for causing a portion of the cost of the improvement (representing the benefit to such lands) to be allocated in accordance with City policies and shall be outlined in the development contract. In such instances the subdivider and/or owner will be required to pay or agree to special assessments for only such portion of the cost which represent benefit to property within the subdivision.

Subd. 2 Agreement for Providing the Installation of Improvements.

A. Prior to installation of any required improvements by the subdivider and/or owner and prior to approval of the final plat, the subdivider and/or owner shall enter into a development contract and provide cash escrow, irrevocable letter of credit, or similar guarantees to the City related to performance, and/or for installation of public improvements, and/or subdivider and/or owner to install improvements.

B. The subdivider and/or owner shall furnish and construct improvements at the subdivider and/or owner sole cost and in accordance with plans and specifications and usual development contract conditions. This shall include provision for supervision of details of construction by the City Engineer and shall grant to the City Engineer authority to work with contractors to complete the improvements to be done under said development contract by any subcontractor authorized to proceed thereunder and with any other work being done or contracted by the City in the vicinity. The agreement shall require all public and private utility material standards and installation requirements to be met and shall be approved by the City Engineer.

C. Owner to Construct. If the improvements are to be constructed by the subdivider and/or owner, the agreement shall require the subdivider and/or owner to make an escrow deposit or furnish an irrevocable letter of credit as required by this section and as determined by the City. The amount of the escrow deposit or irrevocable letter of credit is to be based on the City Engineer's estimate of the total cost of the improvements to be furnished and installed by the subdivider and/or owner under the development contract, including the cost of inspection as required by the City. The amount of the escrow deposit or irrevocable letter of credit shall be equal to one hundred and twenty-five percent (125%) of the City Engineer's estimate.

D. On request of the subdivider and/or owner, but at the sole discretion of the City, the development contract may provide for completion of part or all of the improvements covered thereby prior to acceptance of the plat. In such event, and if evidence is presented that the described work and improvements have been paid for, the amount of the deposit may be reduced in a sum equal to the estimated cost of the improvements so completed prior to the acceptance of the plat.

E. Required improvements shall be completed by the subdivider and/or owner within the time specified within the approved development contract; provided that the City Council for good cause may extend the period of time in which the improvements must be installed.

F. If the required improvements are not completed within the specified time period or a period approved by the City Council as hereinabove provided, all financial securities shall be turned over to the City and applied toward the cost of the required improvements. Any balance after the improvements have been made shall be returned to the subdivider and/or owner upon written request.

G. No subdivider and/or owner shall be permitted to start work on any other subdivision improvements without special written approval of the City Council.

H. City to Construct. If the City has agreed to construct said improvements, an agreement for special assessments must be entered into. Such agreement shall require the subdivider and/or owner to provide an escrow deposit or irrevocable letter of credit to the City according to section 12.31 subd. 1 letter B2 of this chapter.

1. By providing such escrow deposit or irrevocable letter of credit the subdivider and/or owner expressly understands that any amount, up to one hundred percent (100%) of the amount, shall be forfeited by the subdivider and/or owner should any annual assessment for one or more parcels still owned by the subdivider and/or owner become delinquent per the subdivider and/or owner's tax statement(s).

2. The City may, at its option, from time to time reduce the escrow deposit or amount of the irrevocable letter of credit as the subdivider and/or owner constructs houses and sells such to private third parties who have assumed responsibility for such assessments. The subdivider and/or owner shall be responsible for providing proof of sale and assumption of such assessments.

3. **Waiver of Hearing.** By entering into a special agreement with the City, the subdivider and/or owner waives all right to an assessment hearing and subsequent rights of appeal for any default costs associated with a project covered by agreement.

Subd. 3 Financial Guarantees.

The development contract requires the subdivider and/or owner to make an escrow deposit or provide a certified check or irrevocable letter of credit as determined by the City. The escrow deposit or irrevocable letter of credit shall conform to the requirements of this section.

A. Escrow Deposit.

1. If an escrow deposit is required, the escrow deposit shall be made with the City Administrator in an amount based on the City Engineer's estimate as required in this section.

2. The City shall be entitled to reimburse itself out of said escrow deposit or for any cost and expense incurred by the City for completion of the work in case of default of the subdivider and/or owner under said development contract, and for any damages sustained on account of any breach thereof.

3. Upon completion of the work and termination of any liability, the balance remaining in said escrow deposit shall be refunded to the subdivider and/or owner.

4. Interest on Escrow Deposits. Any interest earned from escrow accounts or funds in irrevocable letter of credits shall be paid to the subdivider and/or owner.

B. Irrevocable Letter of Credit.

1. If the subdivider and/or owner is required to furnish an irrevocable letter of credit, the sum shall be payable to the order of the City and delivered to the City in an amount based on the City Engineer's estimate as required in this section.

2. The irrevocable letter of credit shall be approved as to form by the City Attorney and filed with the City Administrator.

3. The City shall be entitled to reimburse itself out of said irrevocable letter of credit for any cost and expense incurred by the City for completion of work (including legal fees) in case of default of the applicant under said development contract, and for any damages sustained on account of any breach thereof.

C. Default. In the event the subdivider and/or owner defaults on ~~in~~ the terms of the development contract with the City, the City may complete such improvements or pay for such assessments and collect such claims together with damages and reasonable fees from the instrument of guarantee. Should the default result in costs to the City beyond the limits of financial guarantee, the City may assess those excess costs against the property being subdivided and collect such as if it were any other special assessment levied by the City against real property.

Subd. 4 Construction Plans and Inspection.

A. Construction Plans and Specifications: A minimum of four (4) full size copies, one 11-inch by 17-inch copy, and one electronic copy of the construction plans shall be furnished to the City Engineer for review and approval. Additional copies may be required by the City. Construction plans for the required improvements shall conform in all respects with all applicable ordinances and standards of the City. Construction documents shall be prepared, at the expense of the subdivider and/or owner, by a licensed Professional Engineer (Civil) and said plans shall contain professional certification. Such plans, together with the quantities of construction items, shall be submitted to the City Engineer for approval and for an estimate of the total cost of the required improvements. Upon approval, they shall become a part of the development contract.

B. All required improvements on the site that are to be installed under the provisions of this chapter shall be inspected during the course of construction by the City Engineer at the subdivider and/or owner's expense, and acceptance by the City shall be subject to the City Engineer's certificate of compliance with the development contract.

C. Warranty: The subdivider and/or owner shall provide to the City a written warranty that all required improvements on the site meet or exceed all City standards and that such improvements have been inspected and tested in regard to the City standards. The subdivider and/or owner is responsible for having all such inspections and testing completed at the subdivider and/or owner's expense.

Subd. 5 Development Contract.

A. Prior to commencing grading or the installation of any required improvements and prior to approval of the final plat, the subdivider and/or owner shall enter into a written development contract with the City requiring the subdivider and/or owner to furnish, construct, and complete said grading and improvements in accordance with plans and specifications and usual agreement conditions and/or pay appropriate costs for improvements or other costs associated with the plat. Further, the development contract shall provide for the development of any restrictions, covenants, easements, signage, park or open space requirements, or other conditions of the approved preliminary plat, and provide for proper execution, recording, and other action required. Approval of the development contract shall be by City Council resolution.

B. For a project involving a phasing plan, the initial development contract shall allow for grading, wetland mitigation, and installation of stormwater management facilities on the entire site included in the approved preliminary plat. Such work may begin after approval of the preliminary plat but only after approval, execution, and recording of the development contract and payment of financial securities. Such work shall comply with the approved grading plan.

C. The construction of streets, facilities for sanitary sewer and water, and other improvements beyond grading, wetland, and stormwater facilities shall not begin until approval of a final plat. Each subsequent phase shall require a separate development contract for improvements beyond those covered in previous development contracts. Improvements in each phase shall not begin until the final plat for that phase is approved and the development contract for the phase is approved, executed, and recorded.

D. The initial development contract (for grading) may address construction of streets and facilities for sanitary sewer and water for the first phase and list the financial securities and other requirements. However, the development contract shall stipulate that the work on these improvements shall not begin until approval of the final plat for the first phase and the provision of all financial securities by the subdivider and/or owner.

E. Each approved and executed development contract shall be recorded. Each development contract shall state that it is binding upon the subdivider and/or owner, his/her or their heirs, personal representative, and assigns. It shall stipulate that:

1. All improvements called for in the plat, or in any supplementary development contracts, shall be complete within the time specified by the City.

2. No private construction shall be conducted on any lots in the plat or filing of applications for building permits for construction on said lots until all improvements required under City regulations for the proposed subdivision have been made or arranged in a manner provided in this section.

F. The development contract shall include provisions for construction work inspection by the City and assurance that the subdivider and/or owner will conform with current testing requirements and quality control procedures of the City. The subdivider and/or owner shall provide documentation from a qualified testing laboratory and/or licensed Professional Engineer (Civil), that all improvements have been constructed in accordance with the requirements of the approved plans and specifications.

G. The development contract shall require the subdivider and/or owner to provide a certification from a licensed Land Surveyor or licensed Professional Engineer (Civil) that the land included in the plat has been graded in conformance with the approved grading plan prior to the issuance of building permits.

H. The development contract shall require the subdivider and/or owner to provide a financial security to ensure payment of fees related to the subdivision and completion of all improvements.

I. A time schedule for completion of the work shall be determined by the City upon recommendation of the City Engineer after consultation with the subdivider and/or owner and shall be reasonable in relation to the work to be done, the seasons of the year, and proper coordination with construction activity in the subdivision.

J. The development contract shall include action remedies in the event of default including:

1. The City may complete the improvements by contract or force and obtain reimbursement of its costs from the posted security deposit.

2. The City reserves the right to withhold building permits for violation of any terms of the development contract.

Subd. 6 Improvements Completed Prior to Approval of the Final Plat.

Improvements within a subdivision which have been completed prior to application for approval of the final plat, or execution of the contract for installation of the required improvements, shall be accepted as equivalent improvements in compliance with these requirements only if the City Engineer certifies that the existing improvements conform to applicable standards and is evidence of payment for the work that has been completed and has been presented in such form(s) reasonably required by the City.

Subd. 7 Trunk Facilities.

Where a larger size water main, sanitary sewer, storm drain or similar facility is required to serve areas outside the subdivision, the larger facility required shall be constructed. Additional costs shall be allocated as outlined in the development contract.

Subd. 8 Alternate Installation.

The City may elect to install any or all of the required improvements pursuant to a special assessment agreement along with an escrow deposit or irrevocable letter of credit or other financial arrangements with the subdivider and/or owner.

Subd. 9 Certificate of Occupancy.

A. No certificate of occupancy shall be issued by the building official for any building in the subdivision prior to all improvements outlined in the development contract having been installed. Exceptions to this provision may be granted by the City Council at their discretion as part of the development contract.

B. Prior to issuance of a temporary certificate of occupancy, the property owner and prospective buyer, under a purchase agreement for the property, shall execute a right of access for City erosion control inspection in a form provided by the City.

Subd.10 Maintenance of Improvements.

The subdivider and/or owner shall be required to maintain all improvements in the subdivision or on the individual subdivided lots and provide for snow removal and maintenance of streets, if required, until acceptance of said improvements by the City Council in coordination with the development contract.

SEC. 12.41 ADMINISTRATION AND ENFORCEMENT.

Subd. 1 Violations and Penalty.

A. Sale of Lots from Unrecorded Plats. It shall be a misdemeanor to sell, trade, or otherwise convey any lot or parcel of land as a part of, or in conformity with, any plan, plat or replat of any subdivision or area located within the jurisdiction of this chapter unless said plan, plat or replat shall have first been recorded in the County Records Office.

B. Receiving or Recording Unapproved Plats. It shall be unlawful for a private individual to receive or record in any public office any plats of land laid out in building lots and streets, alleys or other portions of the same intended to be dedicated to public or private use, or for the use of purchasers or owners of lots fronting on or adjacent thereto, and located within the jurisdiction of this chapter, unless the same shall bear thereon, by endorsement or otherwise, the approval of the City Council.

C. Misrepresentations. It shall be a misdemeanor for any person owning an addition or subdivision of land within the City to represent that any improvement upon any of the streets, alleys or avenues of said addition or subdivision or any sewer in said addition or subdivision has been constructed according to the plans and specifications approved by the City Council, or has been supervised or inspected by the City, when such improvements have not been so constructed, supervised or inspected.

D. Penalty. Every person violates a section, subdivision, paragraph or provision of this chapter when he performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof. Each month during which compliance is delayed shall constitute a separate offense.

Subd. 2 Variances, Planning Commission Recommendations and Standards.

A. Findings.

The Planning Commission may recommend a variance from the minimum standards of this chapter (not procedural provisions) when, in its opinion, practical difficulties may exist on the property. In recommending any variance, the Planning Commission shall prescribe any conditions that it deems necessary to or desirable for the public interest. In making its recommendations, the Planning Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. A variance shall only be recommended when the Planning Commission finds:

1. Variances shall only be permitted when they are in harmony with the general purposes and intent of this zoning code.

2. Variances shall only be permitted when consistent with the comprehensive plan.

3. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning code.

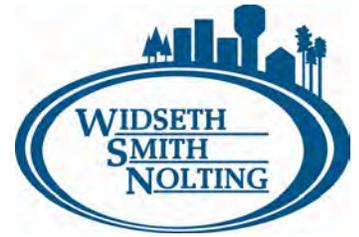
a. "Practical difficulties" shall mean that the property owner proposes to use the property in a reasonable manner not permitted by the zoning code; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

b. Economic considerations alone do not constitute practical difficulties.

After considerations of the Planning Commission recommendations, the City Council may grant variances, subject to subsections 1, 2 and 3 of this section.

B. Application and Procedures. The application and procedures for processing a variance shall be in accordance with section 11.19, subd. 4 of chapter 11 Land Use Regulation (Zoning) of the City Code.

SEC. 12.42 - 12.99 RESERVED FOR FUTURE EXPANSION.



VI. PUBLIC WORKS & ENGINEERING

A. Resolution 12-019, Accepting Bid – 2012 Street Assessment Project

Currently there are 27 plan holders for the project, 11 of which are labeled as “prime bidders”. We’re anticipating that about 6 to 8 of them will submit a bid on the project, which will hopefully lead to some good prices. The bids will be opened at 11:00 on Tuesday at City Hall and following that we will tabulate the bids. Preliminary assessment amounts will be determined based on the low bidder’s proposal and that will give us an idea of where the assessments are at this time compared to what was calculated in the feasibility report. The bid results along with the current assessment information will be brought to you the night of the meeting. Please keep in mind that the assessment information given at the meeting will still be preliminary and won’t become final until this year’s work on the project is completed.

Another decision that will need to be made at the meeting is whether or not to include the alternate (paving of the parking lot across from City Hall) into the contract or not. If you read through the resolution you’ll see that at the end of item 1) it says that the alternate shall / shall not be included in the contract. We’ll modify that language based on Councils decision.

If the Council accepts a bid, the next step for the project is to enter into a contract with the contractor. That process will take up to three weeks depending on the turnaround time of insurance certificates, bonds and the contract itself. Currently the project start date for the NW reconstruction area is set to be April 23rd. With the early start date contractors are expected to be done with the reconstruction area by July 27th. The areas of resurfacing (Hillcrest, Island Heights, Alleys and Pine Haven) are scheduled to begin on June 11th, with a completion date of August 17th.

Following the Council meeting a notice will go out to the residents in the NW reconstruction area that will outline the schedule along with the cost of extra work items such as services and concrete sidewalk & driveways. We’ll meet individually with the residents that are interested in the extra work to talk about the costs specific to their property. Another notice will go out to the residents and business owners in the resurfacing areas explaining what’s to be expected during this summer’s construction.

Please call if you have any questions (Cell 507-421-1494) and have a good weekend,

Craig Britton

**City of Pine Island
250 South Main Street
Pine Island, MN 55963**

RESOLUTION 12-019

A RESOLUTION ACCEPTING BID

Whereas; Pursuant to an advertisement for bids for the reconstruction of Third Avenue NW from West Center Street to Third Street NW, First Street NW from Third Avenue NW to Second Avenue NW and Second Street NW from Third Avenue NW to Second Avenue NW, and the resurfacing of Island Heights Court NE from CSAH 11 to the Cul-De-Sac, Hillcrest Court SW from Second Street SW to the Well House Entrance, Alley between First Avenue SW and South Main Street from Third Street SW to Second Street SW, Alley between South Main St and First Ave SE from Third Street SE to Second Street SE and the Parking Lot that lies on Lot 4, Block 27 of the Original Plat (NE corner of the intersection of Third Street SE and South Main Street), bids were received, opened and tabulated according to law, and bids were received complying with the advertisement. Bid results are listed on the attached abstract of bids.

AND WHEREAS, IT APPEARS THAT _____ OF _____ IS THE LOWEST RESPONSIBLE BIDDER,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINE ISLAND, MINNESOTA:

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with _____ of _____ in the name of the City of Pine Island for the reconstruction and resurfacing of the base bid as shown on the approved plan set which includes the reconstruction of Third Avenue NW from West Center Street to Third Street NW, First Street NW from Third Avenue NW to Second Avenue NW and Second Street NW from Third Avenue NW to Second Avenue NW, and the resurfacing of Island Heights Court NE from CSAH 11 to the Cul-De-Sac, Hillcrest Court SW from Second Street SW to the Well House Entrance, Alley between First Avenue SW and South Main Street from Third Street SW to Second Street SW and Alley between South Main St and First Ave SE from Third Street SE to Second Street SE according to the plans and specifications therefor approved by the City Council and on file in the office of the City Administrator. Alternate A, which includes the resurfacing of the Parking Lot that lies on Lot 4, Block 27 of the Original Plat (NE corner of the intersection of Third Street SE and South Main Street), as shown in the approved plan set **shall / shall not** be included in the contract.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED, This _____ day of March, 2012

Paul Perry, Mayor, City of Pine Island

Date:

Abraham Algadi, City Administrator, City of Pine Island

Date:

WITNESSED:

Cindy Oelkers Deputy Clerk, City of Pine Island

Date:

Council:

The service agreement Rud is referring to was not requested by the customer as he claims. The one I shared with you was the one WM requested that Mrs. Stucky sign. Councilman Vettel brought it to my attention. See attached. Thanks.

Abraham

From: Vose, Robert J. [<mailto:rvose@Kennedy-Graven.com>]

Sent: Friday, February 24, 2012 10:32 AM

To: Rud, Rick

Cc: Abraham Algadi

Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Rick:

Thank you. I understand your view but disagree. The relevant code language is: "The licensee shall not charge any user of his solid waste collection service more than the charges approved by the Council." Liquidated damages under the contract are plainly a charge. While I agree that this charge is not for a fee for service (in fact, it's a penalty for discontinuing service), such charge would plainly be imposed on a "user of [WM's] solid waste collection service." Thus these charges fall squarely under the language of the ordinance. Council approval of such liquidated damage charges was required, but has not been given.

I want to be sure WM's views are fairly presented to the City Council when this agenda item is discussed at the regular March meeting. Does WM want these e-mails to be included in the Council's agenda packet? Thank you

Bob Vose
Kennedy & Graven
470 US Bank Plaza
200 S. 6th Street
Minneapolis, MN 55402
(p) 612.337.9275
(f) 612.337.9310
(c) 612.481.3210

From: Rud, Rick [<mailto:rrud@wm.com>]

Sent: Friday, February 24, 2012 10:18 AM

To: Vose, Robert J.

Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Hi Bob. We do not have an assigned Manager for subscription services, as everything is handled via our customer service 800 number. I have attached the agreement Abraham is speaking, I think. These are standard service agreements, similar to cell phone guarantees that guarantee pricing and require loyalty for a set period. Please note, these are requested by our customers and not mandatory. These are only sent out when clients call our customer service department and ask for pricing adjustments etc. We offer a price guarantee and then they receive these forms if they chose to lock in their rates. Your city code refers to a prices charged to clients for our services, these are not prices charged for services. The pricing is already set; these forms are simply a service guarantee with a penalty for early termination.

I hope this helps. Please call me if you have any questions.

Kind regards,

Rick Rud
Public Sector Services
Waste Management
612-419-1486 - cell
952-460-8632 - office

From: Vose, Robert J. [<mailto:rvose@Kennedy-Graven.com>]
Sent: Friday, February 24, 2012 11:52 AM
To: Abraham Algadi
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Yes the Council can do that. If they do, Rud says WM will stop offering those contracts and they'll notify the 61 people who already signed them that they are void. Council could go even further and actually revoke the WM's license over this issue. That would surely get the company excited. I suspect the Council doesn't want to go that far.....

Bob

From: Abraham Algadi [<mailto:pica@pitel.net>]
Sent: Friday, February 24, 2012 11:21 AM
To: Vose, Robert J.
Subject: FW: Pine Island - Solid Waste Collection (PN155-1)

Bob:

I am not surprised by Rud's response. He does not want the rest of council to read musings. How could the Council rule on such matter. Can they declare existing contract language referring to the penalty as outside of the authority granted to WM by license?

Abraham G. Algadi, City Administrator
250 South Main Street 📍 P. O. Box 1000 Pine Island 📍 MN 55963
E-mail: pica@pitel.net 📍 [Click here to visit Pine Island on the web](#)
507-356-4591 📍 Cell 259-9676 📠 fax 356-8230

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From: Vose, Robert J. [<mailto:rvose@Kennedy-Graven.com>]
Sent: Friday, February 24, 2012 10:38 AM
To: Rud, Rick
Cc: Abraham Algadi
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

ok, thank you.

Bob V.

From: Rud, Rick [<mailto:rrud@wm.com>]
Sent: Friday, February 24, 2012 10:38 AM
To: Vose, Robert J.
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Bob;

There is no need to include our discussions from these emails, the contract speaks for itself. I will await whatever decision your council decides. The result on our end will be to continue as we are currently or withdraw the approximate 61 service agreements that are in place with Pine Island residents.

Let me know please.

Rick

From: Vose, Robert J. [<mailto:rvose@Kennedy-Graven.com>]
Sent: Friday, February 24, 2012 10:32 AM
To: Rud, Rick
Cc: Abraham Algadi
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Rick:

Thank you. I understand your view but disagree. The relevant code language is: "The licensee shall not charge any user of his solid waste collection service more than the charges approved by the Council." Liquidated damages under the contract are plainly a charge. While I agree that this charge is not for a fee for service (in fact, it's a penalty for discontinuing service), such charge would plainly be imposed on a "user of [WM's] solid waste collection service." Thus these charges fall squarely under the language of the ordinance. Council approval of such liquidated damage charges was required, but has not been given.

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From: Rud, Rick [<mailto:rrud@wm.com>]
Sent: Friday, February 24, 2012 10:18 AM
To: Vose, Robert J.
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Hi Bob. We do not have an assigned Manager for subscription services, as everything is handled via our customer service 800 number. I have attached the agreement Abraham is speaking, I think. These are

standard service agreements, similar to cell phone guarantees that guarantee pricing and require loyalty for a set period. Please note, these are requested by our customers and not mandatory. These are only sent out when clients call our customer service department and ask for pricing adjustments etc. We offer a price guarantee and then they receive these forms if they chose to lock in their rates. Your city code refers to a prices charged to clients for our services, these are not prices charged for services. The pricing is already set; these forms are simply a service guarantee with a penalty for early termination.

I hope this helps. Please call me if you have any questions.

Kind regards,

Rick Rud
Public Sector Services
Waste Management
612-419-1486 - cell
952-460-8632 - office

From: Vose, Robert J. [<mailto:rvose@Kennedy-Graven.com>]
Sent: Thursday, February 23, 2012 2:35 PM
To: Rud, Rick
Cc: Boegeman, Patricia E.; Abraham Algadi
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Rick:

My letter relates solely to the proposed contract WM has been offering to customers in Pine Island. It is not related to the prices WM charges in other communities, nor any communications you've had with the city administrator, Abraham, about that issue.

Could you provide contact information for the Waste Management representative that handles Pine Island? I want to make sure my letter reaches the right person.

Thank you

Bob Vose
Kennedy & Graven
470 US Bank Plaza
200 S. 6th Street
Minneapolis, MN 55402
(p) 612.337.9275
(f) 612.337.9310
(c) 612.481.3210

From: Rud, Rick [<mailto:rrud@wm.com>]
Sent: Thursday, February 23, 2012 2:18 PM
To: Boegeman, Patricia E.
Cc: Vose, Robert J.
Subject: RE: Pine Island - Solid Waste Collection (PN155-1)

Robert:

I am in receipt of your letter from the City of Pine Island. I am the Public Sector Services Manager for communities that have contracted services with Waste Management. The City of Pine Island is an “open market” community and is not under any service contract with Waste Management; therefore, I do not work with them in any capacity at this time. However, we have a substantial residential and commercial subscription service in the city.

The “Residential Service Agreement” that you mentioned is standard in the subscription services arena, we use it nationwide. We use it when subscription accounts request to lock in prices for longer terms, this agreement has an early termination penalty. I cannot believe that the city would disapprove of this price guarantee offer, especially if it is requested independently residents, however if the liquidated damages portion is outside of the city allowed pricing and terms, we will gladly remove Pine Island residents from this promotional offer.

I recently provided the city with our pricing for the surrounding four counties at their request. I received a strange response from the city secretary/clerk, Abraham that was confusing, misspelled and not complete. Is this related in any way?

Please let me know what is necessary here. We have a great subscription service in Pine Island and we are always interested in improving our recycling and solid waste services any way that we can.

Kindest regards,

Rick Rud
Public Sector Services
Waste Management
612-419-1486 - cell
952-460-8632 - office

From: Boegeman, Patricia E. [<mailto:pboegeman@Kennedy-Graven.com>]
Sent: Thursday, February 23, 2012 1:08 PM
To: Rud, Rick
Cc: Vose, Robert J.
Subject: Pine Island - Solid Waste Collection (PN155-1)

Dear Mr. Rud:

At the request of Robert Vose, I am enclosing a copy of his letter to you dated February 23, 2012 related to the above matter.

**Waste Management recycles enough paper every year to save 41 million trees.
Please recycle any printed emails.**



INVOICE

Customer: GERALD VETTEL
 Account Number: 202-0003360-2760-2
 Invoice Date: 03/01/2012
 Invoice Number: 2612472-2760-4
 Due Date: Due Upon Receipt
 WM ezPay Account ID: 00003-70651-33003

DIRECT INQUIRIES ONLY TO:
 Waste Management of WI-MN
 W132 N10487 Grant Drive
 Germantown, WI 53022
 1-888-960-0008 Customer Service
 Hours: Mon-Fri 7am-5pm CST
 WMEservice@wm.com

Total Current Charges	Total Amount Due
34.59	121.37

Account Summary

Description	Amount
Previous Balance	86.78
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	34.59
Total Amount Due	121.37
Total Amount Past Due	86.78

Please pay total amount due. Thank you for your business.



Service Period: MARCH, APR, MAY 2012

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

IF PAYING BY CHECK, MAIL TO PO BOX BELOW WITH PAYMENT COUPON TO AVOID POSTING DELAYS AND SERVICE INTERRUPTIONS. This invoice reflects payments received as of 02/28/2012.

The fuel surcharge on this invoice was adjusted to include the extra day in (February) 2012, a leap year. For details, please see www.wm.com/fec

Liquidated damages Bill.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.



DIRECT INQUIRIES ONLY TO:
 Waste Management of WI-MN
 W132 N10487 Grant Drive
 Germantown, WI 53022
 1-888-960-0008 Customer Service
 Hours: Mon-Fri 7am-5pm CST
 WMEservice@wm.com

Learn how we Think Green at www.wm.com/thinkgreen

Payment Coupon

Please detach and send with checks only (no cash).
 Please send all other correspondence to your local WM site.

Your Account Number		202-0003360-2760-2	
Invoice Date		03/01/2012	
Your Invoice Number		2612472-2760-4	
Due Date	Total Due	Amount Paid	
Upon Receipt	121.37		

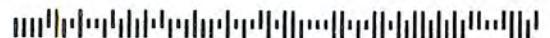
Pay your WM bill online at www.wm.com. To pay by phone, call 866-964-2729.

27602020003360026124720000000345900000012137 1

0025278 01 AT 0.374 **AUTO T107561 55963-043636 -C01-I 3 10500R88



GERALD VETTEL
 PO BOX 436
 PINE ISLAND MN 55963-0436



WASTE MANAGEMENT OF WI-MN
 PO BOX 4647
 CAROL STREAM IL 60197-4647

From everyday collection to environmental protection,
 Think Green.® Think Waste Management.
 FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



DIRECT INQUIRIES ONLY TO:
 Waste Management of WI-MN
 W132 N10487 Grant Drive
 Germantown, WI 53022

Customer: GERALD VETTEL
 Account Number: 202-0003360-2760-2
 Invoice Date: 03/01/2012
 Invoice Number: 2612472-2760-4
 Due Date: Due Upon Receipt
 WM ezPay Account ID: 00003-70651-33003

Service Location: 202-3360 Vettel, Gerald: 225 2nd St SW			
Date	Description	Qty	Amount
02/28/12	Ticket: 174938		
	Debit billing rel manual liquidated damages	1.00	120.30
	Ticket total		120.30
02/28/12	Prorate auto rel 32t proration	1.00	43.69-
02/28/12	Prorate auto rel rcy 64y proration	1.00	17.78-
03/01/12	Nontaxable fuel/enviro charge		5.41-
03/01/12	Fuel/environmental charge		13.28-
03/01/12	Mn resi solid waste mgmt tax		5.55-
Total Current Charges			34.59





February 20, 2012

Abraham Algadi
City Administrator
250 South Main Street
Pine Island, MN 55963

Dear Abraham,

Waste Management is interested in the City of Pine Island and excited to work with you as you explore the options available to you with privatization of your MSW and Recycling services. As you may already know, we are the hauler of choice in Zumbrota and we have been for a couple years. The process works great for everyone and the ease of services to the city residents and commercial accounts has been a solid success. With the close proximity and our large involvement with the City of Pine Island, we feel we have a lot to offer to Pine Island through the same endeavor.

Waste Management has actively involved with other communities and the Privatization Discussion. We were key contributors to the City of Maplewood and many other community and county governments with information they needed to formulate a Pros & Cons approach to presenting the facts to their community. Even though we were not always the ultimate hauler of choice, our consulting and information has been very valuable to the elected officials and their residents in determining if privatization was right for them. We feel our knowledge in the industry is second to no one and we offer all of our services to Pine Island as you pursue this study. Please do not hesitate to contact me with any questions or any organized meeting of the community and service providers.

Some things to consider in our financial environment that can make a significant difference in your final decision:

- The pending sale of Veolia.
The current list of suitors seems to be comprised of other service providers, insiders to the company, and an investment group. With an open-ended timeline and the uncertainty of where they ultimately end up, the prime concern that is building everywhere is the concern for the safety and security of their equipment and continued schedule maintenance. Cost management is tops on their priority list right now and continued maintenance is the number one cost to a garbage and recycling company. Be concerned here.

- Local and small start up companies.

Competition is encouraging and always welcomed. The City of Pine Island is past the stages of a small community. If you put all your eggs into a small company or local friend, the security of timely scheduled service and financial viability to manage an equipment or catastrophic disaster leaves the City of Pine Island without coverage.

- Residents "Choice"

This always seems to be an issue in a privatization study but I haven't seen many signs of this protest in Pine Island so far. Some residents need their Right to Choose and others feel MSW and Recycling services are a City's choice to provide as they do with other utilities and cable services. Constitutional rights are always ripe in many minds, especially in a trying economy.

These were just a few thoughts that I wanted to pass along to you. I am sure you have addressed some of these already. Waste Management is available to discuss these and other concerns in much deeper detail.

You asked me for a list of the fees we charge in Dodge, Olmsted, Goodhue and Wabasha Counties. I will provide these to you in a range as some communities within these counties have contracted prices with us, at a lower than publicly available rate. Also note that many county and state charges are outside of Waste Management control. We can control environmental fees and fuel surcharge fees and we do this in all of our contracted cities which provide them the ability to manage long term planning and fee increases throughout the life of the contract. This should also be considered by Pine Island, even if the list of providers is limited to a few or just one.

MSW and Recycling Fees:

The following fees are the MSW rates at the County level. Some are influenced lower by community agreements as discussed above. All services available are residential prices for containers ranging from 32, 64 and 96 gallon sizes. No pricing for larger dumpsters is provided here.

Wabasha County	\$5.00 - \$22.75
Dodge County	\$7.00 - \$23.50
Goodhue County	\$4.50 - \$25.00
Olmsted County	\$3.50 - \$25.00

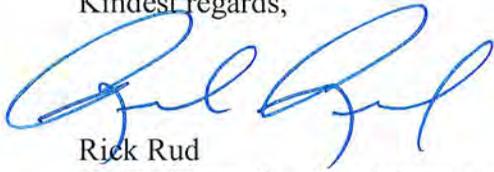
These prices do not include State, County, and Local/Community taxes as they vary significantly from County to County. Fuel Surcharge and Environmental Charges can range from 0-15% in the open market; many are managed under private agreements.

I hope this information is useful to you. Again, Waste Management wants to be a long-term partner with the City of Pine Island for all your refuse and recycling needs.

We have a range of new services that also might be of interest as we move forward, such as, Lamp Tracker – for the organized collection and recycling of florescent light bulbs, and Battery Tracker – which also provides an organized collection and recycling process for dry batteries. Many cities set these services up at city maintenance garages or city building as a continued and constant recycling offering for their residents. The fees for these services are easily wrapped into a city contract and made transparent to residents or billed directly to a city. I can discuss these and other services with you at you convenience.

Please contact me directly if I can assist you further.

Kindest regards,



Rick Rud
Public Sector Services Manager
Waste Management of Minnesota
20520 Keokuk Avenue, suite 100
Lakeville, MN 55044
612-419-1486
RRud@WM.com



Offices in
 Minneapolis
 Saint Paul
 St. Cloud

470 U.S. Bank Plaza
 200 South Sixth Street
 Minneapolis, MN 55402
 (612) 337-9300 telephone
 (612) 337-9310 fax
 www.kennedy-graven.com
 Affirmative Action, Equal Opportunity Employer

Robert J. Vose
 Attorney at Law
 Direct Dial (612) 337-9275
 Email: rvose@kennedy-graven.com

February 23, 2012

Via E-Mail (rrud@wm.com) and US Mail

Rick Rud
 Public Sector Services Manager
 Waste Management of Minnesota
 20520 Keokuk Avenue, Suite 100
 Lakeville, MN 55044

Re: City of Pine Island; Solid Waste Collection

Dear Mr. Rud:

I am the Pine Island city attorney. I have been informed that Waste Management is requesting that city residents sign a "Residential Service Agreement" dated February 16, 2012. The agreement would establish a two (2) year exclusive contract. Waste Management would have a right to match any offers residents receive from other vendors, and residents would be required to pay significant liquidated damages in the event of early termination.

Section 6.34 of the city code governs solid waste collection haulers. Among other things, a license is required to operate as a waste hauler in the city. Further, section 6.34, subd. 9 requires that the city council approve a hauler's rates and charges. Violations may result in license revocation.

Waste Management's proposed early termination charges have not been presented to or approved by the city council. Accordingly, the terms of the "Residential Service Agreement" do not appear to comply with the code. Code violations could result in revocation of Waste Management's license or other enforcement action. The agreement is also potentially unenforceable.

The city council will consider whether the agreement is contrary to the code at its meeting on March 20, 2012. This serves as notice that the company will be given an opportunity to be heard at the meeting, and may provide written input prior to the meeting. Any written input must be received by March 15th in order to be included in the agenda packet.

Please feel free to contact me with questions.

Very truly yours,

Robert J. Vose
 cc: Abraham Algadi, City Administrator

Residents w/ Contract With Waste Management

1) Karen + Gregg Lenn 356-8217
80 SW Kimberly CT

2) Ginger Blasing
2145 Turnberry LN SE

3) Jason Johnson 356-2420
830 8th Ave SW

4) Tammy Lexvold 651-764-24295
115 3rd ST SW

5) Todd Bruesewitz 356-8057
405 4th ST SW

6) Larry Koenig 356-4171
600 1st Ave SE

7) Joanne Hamlin 356-4525
319 North Main ST

8) Willard Brandt 356-4878
315 Pine Crest CT NE

9) Darla Mancilman 356-8734
80 E Frontage Rd

10) Nichole Rude 259-7409
651 7th ST SW

11) [Faded text]

12) [Faded text]

13) [Faded text]

14) [Faded text]

15) [Faded text]

16) [Faded text]

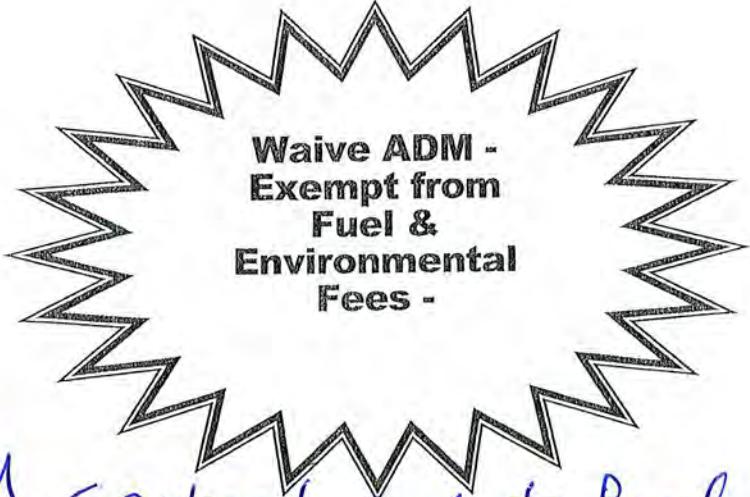
17) [Faded text]

18) [Faded text]



202-32554
STUCKY, JANICE
232 2ND ST SW
PINE ISLAND, MN 55963

2/16/2012



Dear Valued Customer:

WM Contact sent to Resident

We would like to take this time to thank you for choosing Waste Management as your waste service provider. At Waste Management, we are committed to leading the industry with environmental solutions. When we look at the services we provide, we do it one city, one neighborhood, one home at a time.

Waste Management is happy to continue to provide the following services to you:

\$11.00		Trash Service per Month
\$ 4.20		Recycle Service per Month
NONE		Yard Waste Service per Month

If your contact information is incorrect, please update your information below.

Current Account Information	Corrected Information
Name: STUCKY, JANICE	
Address: 232 2ND ST SW	
City/ St/ Zip: PINE ISLAND, MN 55963	
Phone: 507-356-4144	
E-mail:	

To activate this Residential Service Agreement at the base rates listed above, **please sign and date this agreement and send it back to Waste Management within 45 days from the above date.**

I understand that the rates listed above are my base rates. I will not cancel service for two years, unless I move to an area that Waste Management does not service. Should I cancel service within two years, I will be charged liquidated damages as outlined on the reverse side of this agreement. The undersigned individual signing this agreement on behalf of customer acknowledges that he/she has read and understands the terms and conditions of this agreement, on the second page, and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____

Today's Date _____

Sincerely,
Angela Vang
Waste Management

Residential Service Agreement
Terms And Conditions

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The term ("Term") of this Agreement is twenty-four (24) months from the Effective Date set forth above ("Initial Term"), which shall automatically renew thereafter for additional term of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer, Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"); Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications to, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page, (b) for any increase in or other modification to its fuel or

1. environmental cost recovery charges; (c) to cover any increases in disposal and/or third party transportation costs; (d) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees, or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (e) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (d) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Services on High Demand Days, Pull/Push Out Services, Container Removal Fee, or Seasonal Restat Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend that service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

5. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

6. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

Jan. 31, 2012 4:08PM veolia es

No. 0087 P. 1

Veolia Contract
Sent to
CJ Auto

ONYX Waste Services - SERVICE AGREEMENT

P O Box 9273 Rochester MN 55903
507-281-5850 / 507-452-2426 Fax 507-289-0793

Account #: 31000 Site #: Service #: Reason Code SR-Saves/Resigned
 New Account New Site Change Increase Decrease Reinstale
 New Bill To

Classified Waste

Customer Name: **CJ AUTO**
Billing Address: **PO BOX 620** City: **PINE ISLAND** State: **MN** Zip: **55963-**
Telephone #: **(507) 356-1000** Fax #: () - Contact Name: **CARL**
Multiple Sites? No Yes Bill to Master Site Contract/Service Agreement #
Contract Date **03/01/06**

Site

Site Name (if different): **CJ AUTO**
Site Address: **2877 520TH ST** City: State: Zip: **55963-**
Telephone #: () - Fax #: () - Contact Name:
Purchase Order #

Service

New Service

Select Type	Qty	Size/ Yard	Com Y/N	Cust. Own Y/N	Select Charge Type & Rate	Yardage Rate	Other Charges	Freq.	Service Day(s) (Optional)
<i>MSW</i>	<i>1</i>	<i>2</i>	<i>W</i>	<i>W</i>				<i>POW</i>	
					<i>Sto: 90 min</i>				

Start Service Date: *1/1* Billing Date: *1/1* Billing Cycle: (Select One)
Container Information: Delivery Removal Schedule Date: *1/1*

Previous Service

Select Type	Qty	Size Yard	Com Y/N	Cust. Own Y/N	Select Charge Type & Rate	Yardage Rate	Other Charges	Freq.	Service Day(s) (Prior)

Driver Notes:
Internal Notes:

Terms and Conditions are on reverse side. This is a legally binding contract. The undersigned acknowledges that he/she has read and understands the terms and conditions as set forth on the reverse side and that he/she has the authority to sign on behalf of the customer.

Customer: *CJ AUTO SALES* ONYX Waste Services-Rochester

Authorized Signature: *Carl* Signature: _____

Title: *Pres* Date: *3.30.06* Title: Sales Manager / Karyn Watson
Sales Representative / Wendy Mussell

CONTRACT No. 0087 P. 2
 Jan. 31, 2012. 4:08 PM
 greas tveolia esd waste collection, disposal, and/or recycling services and equipment

EQUIPMENT USE AND OPERATION.

- A. All equipment furnished by Contractor for use by Customer which Customer has not purchased shall be in the possession and control of Customer but shall remain the property of Contractor and Customer shall have no ownership rights to such equipment.
- B. Customer shall be responsible for the cleanliness and safekeeping of the equipment. Customer shall use the equipment only for the proper purpose for which it is intended and shall not overload the equipment or make any alterations or improvements to the equipment. Customer shall be liable to Contractor for loss or damage to the equipment in excess of reasonable wear and tear.
- C. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and any other liability for injury or death to persons or loss or damage to property or the environment arising out of Customer's use, operation or possession of the equipment.

COLLECTIONS.

- A. On collection day(s) customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, contractor will attempt to notify Customer, Contractor shall be excused from completing said collection and any additional collection service or attempts to provide such service shall be charged as an "extra pick-up" subject to a surcharge of double the otherwise applicable rate. For the purposes of this provision inaccessibility shall include (without limitation) Contractor's inability to make a collection because of wrongfully parked vehicles or snow/ice accumulations.
- B. If Contractor fails to make a scheduled collection, for any reason other than inaccessibility or causes beyond Contractor's control, Customer, in lieu of any other remedy, shall notify Contractor in writing by Certified Mail that a collection has not been made. Unless otherwise excused, Contractor shall perform said collection within twenty-four (24) hours of receipt of written notification.

TERM. Customer agrees that Contractor shall have the exclusive right to collection and disposal of Customer's solid waste materials and recyclable materials pursuant to this Service Agreement for an initial term of three (3) years from the Effective Date and for any renewal term. This Agreement shall be automatically renewed for like three (3) year terms unless either party gives written notice of termination by Certified Mail to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the termination of the initial term or any renewal term then in effect. In the event the Customer has an existing agreement with a different service provider, the effective date of this agreement shall be the first renewal date of the existing agreement. At the completion of the initial term or a renewal term, Customer agrees to give Contractor written notice of any offer received from other service providers for like services and grants Contractor the right to match other offers.

EARLY TERMINATION BY CUSTOMER. In the event Customer terminates this Agreement other than as provided above, Customer shall pay to Contractor, as liquidated damages, an amount equal to fifty percent (50%) of the Average Monthly Charge multiplied by the number of months remaining in the term. The Average Monthly Charge is: (a) the average of charges, including equipment charges, for the six (6) months preceding termination; or (b) if terminated less than six (6) months into the term, the average of charges since the Effective Date; or (c) if terminated before any charges, the billing rate.

WASTE MATERIAL.

- A. Customer represents and warrants that the waste material to be collected and transported by Contractor pursuant to this Agreement is solid waste generated by Customer, and will not contain lead acid batteries, fluorescent and incandescent lamps and/or ballasts, appliances, yard waste, radioactive waste, medical waste or flammable, explosive or "hazardous material".
- B. The term "hazardous material" as used in this Agreement shall include any waste listed or characterized as hazardous or toxic by federal, state or local laws and regulations.
- C. At Contractor's request Customer shall provide, at Customer's expense, a chemical characterization of the waste to be collected and transported by Contractor. Customer covenants that it will notify contractor, in advance, of any change in the waste collected by Contractor.
- D. Contractor may reject and return to Customer at Customer's expense any waste material which Contractor has not agreed to collect under this Agreement.

CHARGES AND PAYMENT.

- A. Customer shall pay Contractor on a monthly basis for the services provided by Contractor (including all charges for collection and disposal and for equipment use and maintenance) in accordance with the Schedule of Charges shown. Customer agrees to pay Contractor for any extra waste collected in the immediate area of equipment, at the extra yardage rate then in effect. Further, recyclables contaminated with other items will be disposed of at the extra yardage rate. Payments shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. A service charge of 1.5% per month will be applied on past due balances.
- B. Customer shall be liable for all taxes, fees or other charges imposed upon the collection and/or disposal of Customer's waste materials by federal, state, or local laws and regulations. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor.
- C. Customer shall pay all reasonable fees and costs (including reasonable attorney's fees) incurred by Contractor in enforcing provisions of this Agreement.
- D. Contractor may suspend service or remove the equipment if payment is late, without prejudice to any of Contractor's other rights. Suspension of service or removal of equipment due to non-payment shall not constitute termination of this Agreement by Contractor.

RATE CHANGES.

- A. Contractor may pass on actual increases in landfill rates and/or increased costs of transportation to an alternate landfill site immediately upon such cost being incurred by Contractor.
- B. Contractor may adjust the rate to be charged hereunder annually to reflect the percentage increase in the U.S. city average Consumer Price Index for All Urban Consumers (CPI-U), published by the U.S. Department of Labor, Bureau of Labor Statistics.
- C. Contractor may also adjust the rates hereunder in any amount in excess of such percentage increase with Customer's approval upon thirty (30) days notice from the Contractor prior to the effective date of the adjustment. Rate acceptance shall be evidenced by the practices and actions of the parties.
- D. Changes in the rates, the size and amounts of equipment, and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. This Agreement shall continue in effect for the term provided herein and shall apply to changes in service address locations (s) or additional service location(s) of Customer within the area in which contractor provides collection service.

DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying subsurface of any route reasonably necessary to perform the services herein contracted.

OVERWEIGHT ROLL-OFF CONTAINERS. Customer shall not overload roll-off containers provided by Contractor. In the event an overweight fine is sustained by contractor as a result of transporting a roll-off container loaded by Customer, the cost of said overweight fine shall be paid by Customer.

BINDING EFFECT. This Agreement is a legally binding contract on the part of both Contractor and Customer and their respective heirs, representatives, successors and assigns in accordance with the terms and conditions set out herein.

FORCE MAJEURE. If, and to the extent that either party is precluded from performing its duties and obligations under this Agreement as the result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such acts.

ASSIGNMENT. Customer may not assign its rights and/or obligations under this Agreement without the prior written consent of contractor, which consent may be withheld in Contractor's sole discretion.

CLAIMS

FEBRUARY 15, 2012 THROUGH MARCH 15, 2012

PAYROLL (2)	\$	37,087.56
EFT SALES & PAYROLL TAXES	\$	20,983.57
BILLS	\$	191,334.71
TOTAL OPERATING EXPENSES	\$	249,405.84
INVESTMENTS	\$	-
DEBT SERVICES	\$	1,293.75
STERLING STATE BANK	\$	37,087.56
INTEREST ON DEBT	\$	-
TIF & ANNEX TAX	\$	-
CAPITAL OUTLAY	\$	16,132.12
PROJECT EXPENSES	\$	13,118.37
TOTAL CLAIMS	\$	258,966.51

CITY OF PINE ISLAND
***Check Summary Register©**

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February 2012 to March 2012

Name	Check Date	Check Amt	
10100 Pine Island Bank			
Paid Chk# 134988	U.S. POSTMASTER	2/17/2012	\$233.50 POSTAGE FOR FEB 2012 WATER/SEW
Paid Chk# 134989	5 STAR LIFE INSURANCE	2/24/2012	\$480.34 LIFE INSURANCE
Paid Chk# 134990	ANGER, DANIEL	2/24/2012	\$31.93 REFUND WATER/SEWER CREDIT
Paid Chk# 134991	CATHYS CATERING	2/24/2012	\$105.65 CHILI FOR SENTENCE TO SERVE
Paid Chk# 134992	CITY OF PINE ISLAND	2/24/2012	\$1,268.15 WATER/SEWER USAGE
Paid Chk# 134993	COUNTRY CARPETS, INC	2/24/2012	\$580.00 TILING OF ROOM 108 EVERGREEN P
Paid Chk# 134994	EICKHOFF, JONATHAN A	2/24/2012	\$292.57 MSFCA OFFICER TRAINING
Paid Chk# 134995	GOODHUE COUNTY	2/24/2012	\$442.00 ELECTRICITY
Paid Chk# 134996	GREENWAY CO-OP	2/24/2012	\$285.14 FIRE DEPT FUEL
Paid Chk# 134997	HERMANN, BENJAMIN	2/24/2012	\$39.71 PRINTER INK
Paid Chk# 134998	LE ST-GERMAIN SUITE HOTEL	2/24/2012	\$275.46 LODGING FOR MCFOA CONFERENCE
Paid Chk# 134999	LAWSON, BENJAMIN	2/24/2012	\$132.13 DEPOSIT REFUND AFTER LAST BILL
Paid Chk# 135000	MNFIAM BOOK SALES	2/24/2012	\$85.50 FIRE DEPT TRAINING DVDS
Paid Chk# 135001	MN DEPARTMENT OF HEALTH	2/24/2012	\$64.00 CLASS D EXAM FEES
Paid Chk# 135002	OFFICE OF ENTERPRISE	2/24/2012	\$29.93 LONG DISTANCE PHONE
Paid Chk# 135003	PI AREA CHAMBER OF	2/24/2012	\$50.00 2012 MEALS
Paid Chk# 135004	PAT PIKE	2/24/2012	\$315.54 MSFCA TRAINING CONFERENCE
Paid Chk# 135005	PROFESSIONAL PRINTERS	2/24/2012	\$1,737.27 T-SHIRTS
Paid Chk# 135006	MILLER, JAYNE	2/24/2012	\$4.81 TOILET CLEANER REIMB
Paid Chk# 135007	MINNESOTA ENERGY	2/24/2012	\$5,119.84 NATURAL GAS
Paid Chk# 135008	MN CHILD SUPPORT	2/27/2012	\$360.86 14354776 PR2012-5
Paid Chk# 135009	STERLING STATE BANK-	2/27/2012	\$18,501.73 PAYROLL TRANSFER PR2012-5
Paid Chk# 135010	AMERICAN FAMILY LIFE	2/28/2012	\$276.64 AFLAC PR2012-3&4
Paid Chk# 135011	ABRAHAM ALGADI	2/28/2012	\$586.74 IPAD II
Paid Chk# 135012	AXA EQUITABLE	2/28/2012	\$50.00 EQUITABLE PR2012-3&4
Paid Chk# 135013	BROCK WHITE COMPANY	2/28/2012	\$872.94 SUPPLIES & PARTS
Paid Chk# 135014	FORT DEARBORN LIFE INS CO	2/28/2012	\$65.00 LIFE INSURANCE PR2012-3&4
Paid Chk# 135015	HEALTHPARTNERS	2/28/2012	\$6,562.10 HEALTH INURANCE PR2012-3&4
Paid Chk# 135016	MATHISON, BRANDON L	2/28/2012	\$199.99 REIMB FOR COMPUTER TECH SUPPOR
Paid Chk# 135017	MINNESOTA ENERGY	2/28/2012	\$19.88 NATURAL GAS
Paid Chk# 135018	STODDARD ENTERPRISES, INC.	2/28/2012	\$1,474.99 COMPUTER & TECH WORK
Paid Chk# 135019	XCEL ENERGY	2/28/2012	\$286.87 ELECTRICITY
Paid Chk# 135020	BUSBY HARDWARE &	3/1/2012	\$479.00 RANGE FOR EVERGREEN PLACE
Paid Chk# 135021	DONALD SALVERDA &	3/1/2012	\$500.00 2012 LEADERS HELPING LEADERS
Paid Chk# 135022	MATHISON, BRANDON L	3/1/2012	\$5,326.66 COMPUTERS & THIN CLIENT FOR PI
Paid Chk# 135023	U.S. POSTMASTER	3/14/2012	\$0.00 STAMPS FOR 2-2012 W/S PENALTY
Paid Chk# 135024	U.S. POSTMASTER	3/14/2012	\$59.84 POSTAGE FOR 2-2012 W/S PENALTY
Paid Chk# 135025	STERLING STATE BANK-	3/14/2012	\$18,585.83 PAYROLL TRANSFER PR2012-6
Paid Chk# 135026	MN CHILD SUPPORT	3/14/2012	\$360.86 14354776 PR2012-6
Paid Chk# 135027	ADRIAN'S PARTS CITY	3/15/2012	\$129.61 DIESEL FUEL TREATMENT
Paid Chk# 135028	ALEXANDRIA TECHNICAL	3/15/2012	\$260.00 FIRE OFFICERS SCHOOL
Paid Chk# 135029	AMAZON	3/15/2012	\$772.32 DVDS
Paid Chk# 135030	AMERICAN GIRL	3/15/2012	\$22.95 1 YEAR RENEWAL
Paid Chk# 135031	AREA51.MN	3/15/2012	\$160.00 2012 DOMAIN, DNS, DOMAIN FORWA
Paid Chk# 135032	AT CONFERENCE	3/15/2012	\$50.60 CONFERENCE CALLING
Paid Chk# 135033	AT&T	3/15/2012	\$142.09 POLICE PHONE
Paid Chk# 135034	BAKER & TAYLOR	3/15/2012	\$1,587.79 ADULT BOOKS
Paid Chk# 135035	BANYON DATA SYSTEMS, INC.	3/15/2012	\$2,539.48 SOFTWARE SUPPORT
Paid Chk# 135036	BOUND TREE MEDICAL, LLC	3/15/2012	\$175.56 AED CABINET
Paid Chk# 135037	BOWMAN'S SAFE AND LOCK SHO3/15/2012		\$12.37 KEYS & KEY TAGS
Paid Chk# 135038	BROWN TRAFFIC PRODUCTS, INC3/15/2012		\$3,962.93 TOMAR EVP EMITTERS
Paid Chk# 135039	CENTER POINT PUBLISHING	3/15/2012	\$251.64 LARGE PRINT BOOKS
Paid Chk# 135040	DEMCO, INC.	3/15/2012	\$110.98 CD BOXES, STAMP PADS,DVD ALBUM
Paid Chk# 135041	DON HOLST CLEANING SERVICE	3/15/2012	\$320.00 SHAMPOO CARPETS AT EVERGREEN P
Paid Chk# 135042	FINANCE AND COMMERCE	3/15/2012	\$159.14 BID PUBLISHING 2012 ASSESSMENT
Paid Chk# 135043	FIRE SAFETY USA, INC	3/15/2012	\$460.00 LEATHER FRONTS
Paid Chk# 135044	FLEXIBLE PIPE TOOL COMPANY	3/15/2012	\$3,029.83 CONCAVE ROOT SAW BLADE
Paid Chk# 135045	G & K SERVICES	3/15/2012	\$575.52 UNIFORM SERVICES
Paid Chk# 135046	GAR'S REPAIR	3/15/2012	\$920.62 GMC DUMP TRUCK REPAIRS
Paid Chk# 135047	GATHJE, BONNIE	3/15/2012	\$700.00 POLICE OFFICE RENT
Paid Chk# 135048	GOODHUE CO TREASURER	3/15/2012	\$23,848.67 POLICE CONTRACT
Paid Chk# 135049	GOODHUE COUNTY	3/15/2012	\$200.00 STS FOR 12-15-2011
Paid Chk# 135050	GOODHUE COUNTY ATTORNEY	3/15/2012	\$956.25 PROSECUTIONS
Paid Chk# 135051	GOPHER STATE ONE-CALL INC.	3/15/2012	\$4.35 LOCATES
Paid Chk# 135052	GREENWAY CO-OP	3/15/2012	\$2,091.38 FUEL-STREET DEPT
Paid Chk# 135053	GRIMSRUD PUBLISHING,INC	3/15/2012	\$283.26 PUBLISHING
Paid Chk# 135054	HARDWARE HANK	3/15/2012	\$368.96 BATTERIES
Paid Chk# 135055	INTERSTATE MOTOR TRUCKS,	3/15/2012	\$322.12 TOWING
Paid Chk# 135056	ISLAND MARKET	3/15/2012	\$19.20 STS FOOD
Paid Chk# 135057	JASPERSON PAINTING	3/15/2012	\$210.00 REPAIR CEILING IN EP APT 104

Paid Chk#	135058	KENNEDY & GRAVEN	3/15/2012	\$5,257.00	LEGAL
Paid Chk#	135059	KLENNERT, TONY	3/15/2012	\$303.33	MILEAGE & MEAL REIMB
Paid Chk#	135060	LAWSON PRODUCTS INC	3/15/2012	\$681.20	NUTS, BOLTS, COUPLERS, WASHERS
Paid Chk#	135061	LEAGUE MN CITIES INS TRUST	3/15/2012	\$432.00	AUTO INSURANCE ON 2011 TRUCKS
Paid Chk#	135062	LEAGUE OF MINNESOTA CITIES	3/15/2012	\$510.00	REGIONAL SAFETY GROUP TRAINING
Paid Chk#	135063	MCCARTHY WELL COMPANY	3/15/2012	\$350.00	WELL PUMP PERFORMANCE INSPECTI
Paid Chk#	135064	MN DEPARTMENT OF HEALTH	3/15/2012	\$23.00	WAYNE KING CLASS D WATER SUPPL
Paid Chk#	135065	MN DEPT OF LABOR & INDUSTRY	3/15/2012	\$200.00	ELEVATOR OPERATING PERMIT
Paid Chk#	135066	MN DEPT OF TRANSPORTATION	3/15/2012	\$6,703.95	AGREEMENT 96226-1
Paid Chk#	135067	MINNESOTA PIPE & EQUIPMENT	3/15/2012	\$368.59	15" SS REPAIR CLAMPS
Paid Chk#	135068	MN SOCIETY OF CPAS	3/15/2012	\$245.00	DUES
Paid Chk#	135069	MUNICIPAL DEV. GROUP, INC	3/15/2012	\$1,691.52	MILEAGE
Paid Chk#	135070	NORTH AMERICAN SALT CO	3/15/2012	\$3,796.00	ROAD SALT
Paid Chk#	135071	NORTH SHORE ANALYTICAL, INC	3/15/2012	\$440.00	INFLUENT & EFFLUENT TESTING
Paid Chk#	135072	PINE ISLAND POOL & PINS	3/15/2012	\$74.69	LUNCH FOR STS
Paid Chk#	135073	PINE HAVEN	3/15/2012	\$3,742.83	EP MANAGEMENT
Paid Chk#	135074	PINE ISLAND LUMBER	3/15/2012	\$272.33	BUILDING SUPPLIES FOR TRAINING
Paid Chk#	135075	PINE ISLAND TELEPHONE	3/15/2012	\$1,952.59	PHONE
Paid Chk#	135076	PLUNKETT'S PEST CONTROL,	3/15/2012	\$48.91	PEST CONTROL
Paid Chk#	135077	PRAXAIR DISTRIBUTION INC	3/15/2012	\$140.99	CYLINDER RENT
Paid Chk#	135078	PROFESSIONAL PRINTERS	3/15/2012	\$6,416.11	UNIFORM SWEATSHIRTS
Paid Chk#	135079	PROSOURCE SPECIALTIES	3/15/2012	\$111.00	SILICONE BRACELETS
Paid Chk#	135080	ROCHESTER SERVICE	3/15/2012	\$220.00	COLD MIX FOR PATCHING
Paid Chk#	135081	RON'S AUTO REPAIR, INC	3/15/2012	\$384.59	BATTERIES
Paid Chk#	135082	SCHMIDT-GOODMAN OFFICE	3/15/2012	\$400.01	TAPE & ENVELOPES
Paid Chk#	135083	SCHUMACHER ELEVATOR CO	3/15/2012	\$832.64	ELEVATOR MAINTENANCE
Paid Chk#	135084	SCHUMACHER EXCAVATING	3/15/2012	\$432.68	SAND
Paid Chk#	135085	SOUTHEASTERN LIBRARIES	3/15/2012	\$876.42	AUTOMATION
Paid Chk#	135086	SPRINT	3/15/2012	\$386.35	CELL SERVICE
Paid Chk#	135087	STILLER DIVERSIFIED SERVICES	3/15/2012	\$775.00	BURIALS
Paid Chk#	135088	THOMPSON'S GARAGE DOOR	3/15/2012	\$4,427.50	RECEIVER & REMOTE REPAIR
Paid Chk#	135089	TIME	3/15/2012	\$72.20	1 YEAR RENEWAL
Paid Chk#	135090	TOSHIBA BUSINESS SOLUTIONS,	3/15/2012	\$266.45	COPIER MAINTENANCE
Paid Chk#	135091	TRI-STATE BUSINESS MACHINES	3/15/2012	\$181.35	COPIER MAINTENANCE
Paid Chk#	135092	UNIVERSAL TRUCK EQUIPMENT,	3/15/2012	\$1,155.11	CUTTING BLADES, SHOE PADS, BOL
Paid Chk#	135093	US BANK	3/15/2012	\$1,293.75	PAYING AGENT FEES & EXPENSES
Paid Chk#	135094	USA BLUE BOOK	3/15/2012	\$895.63	YSI 55A DO METER W/CABLE
Paid Chk#	135095	UTILITY CONSULTANTS, INC	3/15/2012	\$1,262.00	LAB TESTING
Paid Chk#	135096	VAN PAPER COMPANY	3/15/2012	\$52.91	TOWELS
Paid Chk#	135097	VEOLIA ENVIRONMENTAL	3/15/2012	\$1,176.20	TRASH SERVICE
Paid Chk#	135098	VESSCO, INC.	3/15/2012	\$2,516.91	SERIES 320 PUMP 030.3A34.32A &
Paid Chk#	135099	JOHN VETTEL	3/15/2012	\$26.01	CLOCK WINDING
Paid Chk#	135100	WHITEWATER WIRELESS, INC.	3/15/2012	\$466.98	PAGER BATTERY

CITY OF PINE ISLAND
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03/15/12 12:33 PM

February 2012 to March 2012

Name	Check Date	Check Amt	
Paid Chk#	135101	WIDSETH SMITH NOLTING &	3/15/2012 \$15,745.33 ENGINEERING
Paid Chk#	135102	XCEL ENERGY	3/15/2012 \$12,686.60 ELECTRICITY
Paid Chk#	135103	ZIEGLER INC.	3/15/2012 \$21.70 CAP, LEVER, ADAPTOR
Paid Chk#	135104	ZUMBROTA AREA AMBULANCE	3/15/2012 \$9,789.00 2012 SERVICE ASSESSMENT
		Total Checks	\$200,895.38

CITY OF PINE ISLAND
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03/15/12 12:35 PM

February 2012 to March 2012

Name	Check Date	Check Amt	
10100 Pine Island Bank			
Paid Chk#	002695E	INTERNAL REVENUE SERVICE	2/29/2012 \$6,038.42 FEDERAL TAXES PR2012-5
Paid Chk#	002696E	MINNESOTA DEPT OF REVENUE	2/29/2012 \$1,188.85 MN WITHHOLDING PR2012-5
Paid Chk#	002697E	PUBLIC EMPLOYEES RETIREMENT	2/29/2012 \$3,309.17 PERA PR2012-5
Paid Chk#	002698E	INTERNAL REVENUE SERVICE	3/14/2012 \$5,973.51 FED TAXES PR2012-6
Paid Chk#	002699E	PUBLIC EMPLOYEES RETIREMENT	3/14/2012 \$3,312.84 PERA PR2012-6
Paid Chk#	002700E	MINNESOTA DEPT OF REVENUE	3/14/2012 \$1,160.78 MN WITHHOLDING PR2012-6
		Total Checks	\$20,983.57

CITY OF PINE ISLAND
***Check Summary Register©**

03/15/12 12:37 PM

February 2012 to March 2012

Name	Check Date	Check Amt
10102 Sterling State Bank		
Paid Chk# 503166 ALGADI, ABRAHAM G	2/29/2012	\$2,263.69
Paid Chk# 503167 EICKHOFF, JONATHAN A	2/29/2012	\$1,946.07
Paid Chk# 503168 KRUEGER, CAROL S	2/29/2012	\$1,129.65
Paid Chk# 503169 MILLER, JAYNE L	2/29/2012	\$118.02
Paid Chk# 503170 OELKERS, CYNTHIA JEAN	2/29/2012	\$1,175.15
Paid Chk# 503171 PRESCHER, JANICE M.	2/29/2012	\$1,026.63
Paid Chk# 503172 HITCHCOCK, JAMES L	2/29/2012	\$1,209.97
Paid Chk# 503173 KING, WAYNE R.	2/29/2012	\$1,190.96
Paid Chk# 503174 KRIER, LEROY C.	2/29/2012	\$313.85
Paid Chk# 503175 MAXSON, KRAIG C.	2/29/2012	\$1,057.97
Paid Chk# 503176 OELKERS, STEVEN H	2/29/2012	\$1,035.44
Paid Chk# 503177 ROBERTSON, TODD Q	2/29/2012	\$930.32
Paid Chk# 503178 SWARTHOUT, JASON MICHAEL	2/29/2012	\$261.12
Paid Chk# 503179 SWARTHOUT, MARK O.	2/29/2012	\$1,215.01
Paid Chk# 503180 BLANKENSHIP, CAROLYN ANN	2/29/2012	\$139.32
Paid Chk# 503181 DUNNE, ELSIE	2/29/2012	\$214.63
Paid Chk# 503182 HANSEN, MORGAN K	2/29/2012	\$1,096.73
Paid Chk# 503183 POCKLINGTON, STEPHANIE J.	2/29/2012	\$47.55
Paid Chk# 503184 SAND, JOAN ELIZABETH	2/29/2012	\$534.49
Paid Chk# 503185 SORUM, COLLEEN M.	2/29/2012	\$251.69
Paid Chk# 503186 PIKE, PATRICK	2/29/2012	\$108.86
Paid Chk# 503187 DOLL, KAREN K.	2/29/2012	\$1,234.61
Paid Chk# 503188 ALGADI, ABRAHAM G	3/14/2012	\$2,241.30
Paid Chk# 503189 EICKHOFF, JONATHAN A	3/14/2012	\$1,922.40
Paid Chk# 503190 KRUEGER, CAROL S	3/14/2012	\$994.27
Paid Chk# 503191 MILLER, JAYNE L	3/14/2012	\$118.02
Paid Chk# 503192 OELKERS, CYNTHIA JEAN	3/14/2012	\$1,188.80
Paid Chk# 503193 PRESCHER, JANICE M.	3/14/2012	\$956.94
Paid Chk# 503194 HITCHCOCK, JAMES L	3/14/2012	\$1,093.49
Paid Chk# 503195 KING, WAYNE R.	3/14/2012	\$1,190.96
Paid Chk# 503196 KRIER, LEROY C.	3/14/2012	\$278.97
Paid Chk# 503197 MAXSON, KRAIG C.	3/14/2012	\$1,056.55
Paid Chk# 503198 OELKERS, STEVEN H	3/14/2012	\$1,035.44
Paid Chk# 503199 ROBERTSON, TODD Q	3/14/2012	\$954.85
Paid Chk# 503200 SWARTHOUT, MARK O.	3/14/2012	\$1,202.22
Paid Chk# 503201 BLANKENSHIP, CAROLYN ANN	3/14/2012	\$161.42
Paid Chk# 503202 DUNNE, ELSIE	3/14/2012	\$210.06
Paid Chk# 503203 HANSEN, MORGAN K	3/14/2012	\$1,096.73
Paid Chk# 503204 POCKLINGTON, STEPHANIE J.	3/14/2012	\$90.58
Paid Chk# 503205 SAND, JOAN ELIZABETH	3/14/2012	\$548.87
Paid Chk# 503206 SORUM, COLLEEN M.	3/14/2012	\$282.68
Paid Chk# 503207 PERRY, PAUL C.	3/14/2012	\$169.83
Paid Chk# 503208 STEELE, CHARLES RODNEY	3/14/2012	\$141.52
Paid Chk# 503209 STRANDE, JAY L	3/14/2012	\$141.52
Paid Chk# 503210 VETTEL, GERALD MICHEAL	3/14/2012	\$141.52
Paid Chk# 503211 WEIS, DEAN H.	3/14/2012	\$141.52
Paid Chk# 503212 PIKE, PATRICK	3/14/2012	\$108.86
Paid Chk# 503213 DOLL, KAREN K.	3/14/2012	\$1,116.51
Total Checks		\$37,087.56

CITY OF PINE ISLAND
Council Check List - Monthly

Act	Act Code	Last Dim Descr	Search Name	CHECK #	Amount	Comments	Batch Name
Fund 101 GENERAL FUND							
Dept							
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.07	ROSEMARY GARDNER-FAX	2-12 REC 9
R	101-35102	Parking/Traffic Fines	MINNESOTA MANAGEMENT & BUDGET		\$1,128.29	GOODHUE COUNTY FINES	2-12 REC 8
G	101-21702	State Withholding Payable			-\$674.64	Labor Distribution PR2012-6	PR2012-6
G	101-11500	Accounts Receivable			\$0.10	UB Receipt Serv Pen 14 AUTO	2-29-12BK
G	101-10102	Cash - Sterling State			-\$10,868.21	Labor Distribution PR2012-6	PR2012-6
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$2.00	STEVE VAGT-NOTARIES	2-12 REC 20
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$2.00	LENORE DELHANTY-NOTARY	2-12 REC 17
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	FAX	2-12 REC 3
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.07	FAX	2-12 REC 3
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.86	FAX	2-12 REC 20
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$0.25	RAY KELLER-COPY	2-12 REC 4
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.03	RAY KELLER-COPY	2-12 REC 4
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$2.00	COPIES	2-12 REC 4
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.14	COPIES	2-12 REC 4
G	101-21704	PERA Withholding Payable			-\$1,871.34	Labor Distribution PR2012-6	PR2012-6
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.07	FAX	2-12 REC 18
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	FAX	2-12 REC 18
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$2.00	NOTARY	3-12 REC 6
G	101-11500	Accounts Receivable			\$1.90	UB Receipt Serv Pen 14 AUTO	2-27-29ws
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.02	COPY	2-12 REC 21
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	NOTARY	2-12 REC 15
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$3.25	ROD STEELE-COPIES OF	2-12 REC 12
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	NOTARY	3-12 REC 4
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	ROSEMARY GARDNER-FAX	2-12 REC 9
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	FAX	2-12 REC 18
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.14	FAX	2-12 REC 20
G	101-11500	Accounts Receivable			\$6.04	UB Receipt Serv Pen 14 AUTO	3-1-7-12WS
G	101-11500	Accounts Receivable			\$0.52	UB Receipt Serv Pen 40 PET	2-1-6-12WS
G	101-11500	Accounts Receivable			\$0.57	UB Receipt Serv 40 PET LIC	2-1-6-12WS
G	101-21703	FICA Tax Payable			-\$1,565.00	Labor Distribution PR2012-6	PR2012-6
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$0.25	COPY	2-12 REC 21
G	101-11500	Accounts Receivable			\$9.63	UB Receipt Serv Pen 14 AUTO	2-1-6-12WS
G	101-21701	Federal Withholding Payable			-\$1,431.13	Labor Distribution PR2012-6	PR2012-6
G	101-21710	Child Support Deduction			-\$360.86	Labor Distribution PR2012-5	PR2012-5
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.07	FAX	2-12 REC 18
G	101-11500	Accounts Receivable			\$4.43	UB Receipt Serv Pen 14 AUTO	2-21-24WS
G	101-21701	Federal Withholding Payable			-\$1,663.35	Labor Distribution PR2012-5	PR2012-5
G	101-11500	Accounts Receivable			\$0.01	UB Receipt Serv 40 PET LIC	2-7-10WS
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$1.00	COPIES	2-12 REC 20
R	101-34109	Copies/Fax	RECEIPTS/MISC		\$2.00	ROD STEELE-COPIES	3-12 REC 1
G	101-21702	State Withholding Payable			-\$769.84	Labor Distribution PR2012-5	PR2012-5
R	101-37260	Penalties			\$0.01	UB AR Pen Serv 40 PET LIC	1-12WSPEN

G	101-11500	Accounts Receivable			\$0.50	UB Receipt Serv Pen 40 PET	2-10BK-21WS
G	101-11500	Accounts Receivable			\$0.55	UB Receipt Serv 40 PET LIC	2-10BK-21WS
G	101-11500	Accounts Receivable			\$11.51	UB Receipt Serv Pen 14 AUTO	2-10BK-21WS
G	101-10102	Cash - Sterling State			-\$11,801.83	Labor Distribution PR2012-5	PR2012-5
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.22	ROD STEELE-COPIES OF	2-12 REC 12
G	101-11500	Accounts Receivable			\$2.87	UB Receipt Serv Pen 14 AUTO	2-7-10WS
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.14	ROD STEELE-COPIES	3-12 REC 1
G	101-21706	Medical Ins Premium Payable			-\$1,911.22	Labor Distribution PR2012-6	PR2012-6
G	101-21708	Cancer Insurance			-\$99.02	Labor Distribution PR2012-6	PR2012-6
G	101-21709	Life Insurance Payable			-\$17.33	Labor Distribution PR2012-6	PR2012-6
G	101-21710	Child Support Deduction			-\$360.86	Labor Distribution PR2012-6	PR2012-6
G	101-21712	Equitable Annuities Payable			-\$10.46	Labor Distribution PR2012-6	PR2012-6
G	101-21720	Health Savings Account			-\$1,190.33	Labor Distribution PR2012-6	PR2012-6
G	101-21705	Medicare Payable			-\$436.42	Labor Distribution PR2012-6	PR2012-6
G	101-21705	Medicare Payable			-\$478.68	Labor Distribution PR2012-5	PR2012-5
G	101-21704	PERA Withholding Payable			-\$2,113.75	Labor Distribution PR2012-5	PR2012-5
R	101-36200	Miscellaneous Revenues	RECEIPTS/MISC		\$1.00	MARY BETH PIKE-POST	2-12 REC 20
G	101-21400	Sales Tax Payable	RECEIPTS/MISC		\$0.07	COPIES	2-12 REC 20
G	101-21703	FICA Tax Payable			-\$1,716.73	Labor Distribution PR2012-5	PR2012-5
G	101-21713	Dental Insurance			-\$123.59	Labor Distribution PR2012-6	PR2012-6
G	101-21400	Sales Tax Payable	RECEIPTS/RENT	001371	\$3.44	CITY HALL RENT TASHA	2-12 REC 14
R	101-36220	Rent	RECEIPTS/RENT	001371	\$50.00	CITY HALL RENT TASHA	2-12 REC 14
R	101-32100	Business Licenses/Permits	RECEIPTS/BUSINESS LICENSES	001762	\$4,166.70	ARI QUALITY DISPOSAL LLC-	2-12 REC 14
R	101-32210	Building Permits	RECEIPTS/BLDG PERMIT	002024	\$77.00	JEFF MANNING-PERMIT 12-004	2-12 REC 13
R	101-36220	Rent	RECEIPTS/PARK RENT	002363	\$35.00	PATRICIA BAILEY-COLLINS	2-12 REC 9
G	101-21400	Sales Tax Payable	RECEIPTS/PARK RENT	002363	\$2.41	PATRICIA BAILEY-COLLINS	2-12 REC 9
G	101-21400	Sales Tax Payable	RECEIPTS/MISC	002677	\$3.40	KAREN GRENZ-DOUGLAS	2-12 REC 1
R	101-36220	Rent	RECEIPTS/MISC	002677	\$50.00	KAREN GRENZ-DOUGLAS	2-12 REC 1
G	101-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695	\$1,663.35	FEDERAL TAXES PR2012-5	2-29-12 AP
G	101-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695	\$1,716.73	FEDERAL TAXES PR2012-5	2-29-12 AP
G	101-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695	\$478.68	FEDERAL TAXES PR2012-5	2-29-12 AP
G	101-21702	State Withholding Payable	MN DEPT OF REVENUE	002696	\$769.84	MN WITHHOLDING PR2012-5	2-29-12 AP
G	101-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697	\$2,113.75	PERA PR2012-5	2-29-12 AP
G	101-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698	\$1,431.13	FED TAXES PR2012-6	3-14-12 AP
G	101-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698	\$1,565.00	FED TAXES PR2012-6	3-14-12 AP
G	101-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698	\$436.42	FED TAXES PR2012-6	3-14-12 AP
G	101-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699	\$1,871.34	PERA PR2012-6	3-14-12 AP
G	101-21702	State Withholding Payable	MN DEPT OF REVENUE	002700	\$674.64	MN WITHHOLDING PR2012-6	3-14-12 AP
G	101-21400	Sales Tax Payable	RECEIPTS/PARK RENT	002840	\$3.44	DOUGLAS TRAIL PARK JULY	2-12 REC 14
R	101-36220	Rent	RECEIPTS/PARK RENT	002840	\$50.00	DOUGLAS TRAIL PARK JULY	2-12 REC 14
R	101-32240	Animal Licenses	RECEIPTS/ANIMAL CONTROL	005615	\$10.00	MICHAEL LAYMAN PET	2-12 REC 13
G	101-21400	Sales Tax Payable	RECEIPTS/PARK RENT	006242	\$3.44	DOUGLAS TRAIL PARK JUNE	3-12 REC 3
R	101-36220	Rent	RECEIPTS/PARK RENT	006242	\$50.00	DOUGLAS TRAIL PARK JUNE	3-12 REC 3
R	101-32210	Building Permits	RECEIPTS/BLDG PERMIT	010785	\$1,086.00	RL HOMES LLC	2-12 REC 18
R	101-36200	Miscellaneous Revenues	DAKOTA SUPPLY GROUP	011407	\$1.00	SURVEY	3-12 REC 2
R	101-32210	Building Permits	RECEIPTS/BLDG PERMIT	021954	\$43.50	K&S HEATING-PERMIT 12-	2-12 REC 15
R	101-32210	Building Permits	RECEIPTS/BLDG PERMIT	021954	\$43.50	K&S HEATING-PERMIT 12-	2-12 REC 15
R	101-34103	Zoning and Subdivision Fees	CITY OF PINE ISLAND	034887	\$1,500.00	SHARE OF REPLAT FEES FOR	2-12 REC 1
R	101-32210	Building Permits	RECEIPTS/BLDG PERMIT	067398	\$9.36	HALEY COMFORT SYSTEMS-	3-12 REC 6
G	101-21710	Child Support Deduction	MN CHILD SUPPORT PAYMENT CTR	135008	\$360.86	14354776 PR2012-5	2-29-12 AP
G	101-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$11,801.79	PAYROLL TRANSFER PR2012-5	2-29-12 AP
G	101-21718	Voluntary Deductions	AFLAC	135010	\$258.39	AFLAC PR2012-3&4	2-29-12 AP
G	101-21712	Equitable Annuities Payable	AXA - EQUITABLE	135012	\$45.61	EQUITABLE PR2012-3&4	2-29-12 AP
G	101-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$39.88	LIFE INSURANCE PR2012-3&4	2-29-12 AP
G	101-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$4,198.49	HEALTH INURANCE PR2012-3&4	2-29-12 AP

G	101-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$10,868.19	PAYROLL TRANSFER PR2012-63-14-12 AP	
G	101-21710	Child Support Deduction	MN CHILD SUPPORT PAYMENT CTR	135026	\$360.86	14354776 PR2012-6	3-14-12 AP
R	101-36200	Miscellaneous Revenues	LAND O LAKES INC.	15284558	\$136.00	CLEAN UP SPILL ON STREET	2-12 REC 15
R	101-36220	Rent	VERIZON WIRELESS	2468908	\$574.25	WATER TOWER RENT MARCH	2-12 REC 15
Dept						\$10,280.38	
Dept 41110 Council							
E	101-41110-122	FICA			\$48.36	Labor Distribution PR2012-6	PR2012-6
E	101-41110-125	Medicare Contributions			\$11.33	Labor Distribution PR2012-6	PR2012-6
E	101-41110-101	Full-Time Wages			\$780.00	Labor Distribution PR2012-6	PR2012-6
E	101-41110-439	Seminar Registration	LEAGUE OF MINNESOTA CITIES	135062	\$190.00	MAYORS ANNUAL CONFERENCE	3-15-12 AP
Dept 41110 Council						\$1,029.69	
Dept 41940 General Govt Operations							
E	101-41940-131	Employer Paid Health			\$1,903.33	Labor Distribution PR2012-6	PR2012-6
E	101-41940-125	Medicare Contributions			\$134.15	Labor Distribution PR2012-6	PR2012-6
E	101-41940-101	Full-Time Wages			\$9,986.82	Labor Distribution PR2012-5	PR2012-5
E	101-41940-125	Medicare Contributions			\$146.59	Labor Distribution PR2012-5	PR2012-5
E	101-41940-121	PERA			\$724.03	Labor Distribution PR2012-5	PR2012-5
E	101-41940-103	Custodial Wages			\$125.08	Labor Distribution PR2012-5	PR2012-5
E	101-41940-122	FICA			\$573.61	Labor Distribution PR2012-6	PR2012-6
E	101-41940-121	PERA			\$666.93	Labor Distribution PR2012-6	PR2012-6
E	101-41940-103	Custodial Wages			\$125.08	Labor Distribution PR2012-6	PR2012-6
E	101-41940-101	Full-Time Wages			\$9,199.11	Labor Distribution PR2012-6	PR2012-6
E	101-41940-122	FICA			\$626.95	Labor Distribution PR2012-5	PR2012-5
E	101-41940-384	Refuse/Garbage Disposal	PI SENIOR CITIZENS	003412	\$7.50	SHARE OF TRASH BILL	2-12 REC 4
E	101-41940-384	Refuse/Garbage Disposal	PI SENIOR CITIZENS	003420	\$7.50	SHARE OF TRASH BILL	3-12 REC 3
E	101-41940-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$40.22	WATER/SEWER USAGE	2-29-12 AP
E	101-41940-331	Travel Expenses	LE ST-GERMAIN SUITE HOTEL	134998	\$275.46	LODGING FOR MCFOA	2-29-12 AP
E	101-41940-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$6.07	LONG DISTANCE PHONE	2-29-12 AP
E	101-41940-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$17.81	LONG DISTANCE PHONE	2-29-12 AP
E	101-41940-211	Cleaning Supplies	MILLER, JAYNE	135006	\$4.81	TOILET CLEANER REIMB	2-29-12 AP
E	101-41940-383	Gas Utilities	MINNESOTA ENERGY	135007	\$220.11	NATURAL GAS	2-29-12 AP
E	101-41940-439	Seminar Registration	DONALD SALVERDA & ASSOCIATES	135021	\$500.00	2012 LEADERS HELPING	3-14-12 AP
E	101-41940-201	Office Supplies	AREA 51 SERVICES	135031	\$160.00	2012 DOMAIN, DNS, DOMAIN	3-15-12 AP
E	101-41940-321	Telephone	AT CONFERENCE	135032	\$50.60	CONFERENCE CALLING	3-15-12 AP
E	101-41940-201	Office Supplies	BANYON DATA SYSTEMS, INC.	135035	\$513.34	SOFTWARE SUPPORT	3-15-12 AP
E	101-41940-401	Repairs/Maint Buildings	BOWMAN S SAFE AND LOCK SHOP	135037	\$12.37	KEYS & KEY TAGS	3-15-12 AP
E	101-41940-401	Repairs/Maint Buildings	G & K SERVICES	135045	\$54.26	RUG SERVICE	3-15-12 AP
E	101-41940-401	Repairs/Maint Buildings	G & K SERVICES	135045	\$54.26	RUG SERVICE	3-15-12 AP
E	101-41940-304	Legal Fees	GOODHUE COUNTY ATTORNEY	135050	\$956.25	PROSECUTIONS	3-15-12 AP
E	101-41940-351	Legal Notices Publishing	GRIMSRUD PUBLISHING,INC	135053	\$189.51	PUBLISHING	3-15-12 AP
E	101-41940-201	Office Supplies	HARDWARE HANK	135054	\$14.95	BATTERIES	3-15-12 AP
E	101-41940-304	Legal Fees	KENNEDY & GRAVEN	135058	\$1,094.00	LEGAL	3-15-12 AP
E	101-41940-304	Legal Fees	KENNEDY & GRAVEN	135058	\$505.50	LEGAL	3-15-12 AP
E	101-41940-304	Legal Fees	KENNEDY & GRAVEN	135058	\$2,400.00	LEGAL	3-15-12 AP
E	101-41940-439	Seminar Registration	LEAGUE OF MINNESOTA CITIES	135062	\$95.00	2012 JOINT LEGISLATIVE	3-15-12 AP
E	101-41940-433	Dues and Subscriptions	MN SOCIETY OF CPAS	135068	\$245.00	DUES	3-15-12 AP
E	101-41940-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$485.55	PHONE, CABLE, INTERNET	3-15-12 AP
E	101-41940-407	Elevator Maintenance	SCHUMACHER ELEVATOR CO	135083	\$105.10	ELEVATOR MAINTENANCE	3-15-12 AP
E	101-41940-407	Elevator Maintenance	SCHUMACHER ELEVATOR CO	135083	\$105.10	ELEVATOR MAINTENANCE	3-15-12 AP
E	101-41940-408	Copy Machine Maintenance	TRI-STATE BUSINESS MACHINES	135091	\$81.61	COPIER MAINTENANCE	3-15-12 AP
E	101-41940-211	Cleaning Supplies	VAN PAPER COMPANY	135096	\$52.91	TOWELS	3-15-12 AP
E	101-41940-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$66.76	TRASH SERVICE	3-15-12 AP
E	101-41940-404	Repairs/Maint Machinery/Equip	VETTEL, JOHN	135099	\$26.01	CLOCK WINDING	3-15-12 AP
E	101-41940-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$1,306.00	ENGINEERING	3-15-12 AP
E	101-41940-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$675.00	ENGINEERING	3-15-12 AP

E	101-41940-381	Electric Utilities	XCEL ENERGY	135102	\$165.43	ELECTRICITY	3-15-12 AP
E	101-41940-320	Ambulance Association	ZUMBROTA AREA AMBULANCE ASSOC	135104	\$9,789.00	2012 SERVICE ASSESSMENT	3-15-12 AP
Dept 41940 General Govt Operations					\$44,494.67		
Dept 42100 Police Administration							
E	101-42100-321	Telephone	AT&T	135033	\$142.09	POLICE PHONE	3-15-12 AP
E	101-42100-411	Land Rental	GATHJE, BONNIE	135047	\$700.00	POLICE OFFICE RENT	3-15-12 AP
E	101-42100-311	Police	GOODHUE CO TREASURER	135048	\$23,848.67	POLICE CONTRACT	3-15-12 AP
Dept 42100 Police Administration					\$24,690.76		
Dept 42220 City Fire Fighting							
E	101-42220-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$58.39	WATER/SEWER USAGE	2-29-12 AP
E	101-42220-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$73.21	WATER/SEWER USAGE	2-29-12 AP
E	101-42220-331	Travel Expenses	EICKHOFF, JONATHAN A	134994	\$146.29	MSFCA OFFICER TRAINING	2-29-12 AP
E	101-42220-212	Motor Fuels	GREENWAY CO-OP	134996	\$142.57	FIRE DEPT FUEL	2-29-12 AP
E	101-42220-201	Office Supplies	HERMANN, BENJAMIN	134997	\$19.86	PRINTER INK	2-29-12 AP
E	101-42220-215	Shop/Operating Supplies	MNFIAM BOOK SALES	135000	\$42.75	FIRE DEPT TRAINING DVDS	2-29-12 AP
E	101-42220-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$0.42	LONG DISTANCE PHONE	2-29-12 AP
E	101-42220-331	Travel Expenses	PIKE, PAT	135004	\$78.89	MSFCA TRAINING CONFERENCE	2-29-12 AP
E	101-42220-383	Gas Utilities	MINNESOTA ENERGY	135007	\$481.82	NATURAL GAS	2-29-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	MATHISON, BRANDON L	135016	\$100.00	REIMB FOR COMPUTER TECH	2-29-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	MATHISON, BRANDON L	135022	\$2,663.33	COMPUTERS & THIN CLIENT	3-14-12 AP
E	101-42220-439	Seminar Registration	ALEXANDRIA TECHNICAL COLLEGE	135028	\$130.00	FIRE OFFICERS SCHOOL	3-15-12 AP
E	101-42220-417	Uniform	FIRE SAFETY USA, INC	135043	\$230.00	LEATHER FRONTS	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	INTERSTATE MOTOR TRUCKS, INC	135055	\$161.06	TOWING	3-15-12 AP
E	101-42220-331	Travel Expenses	KLENNERT, TONY	135059	\$151.67	MILEAGE & MEAL REIMB	3-15-12 AP
E	101-42220-221	Small Equipment	PINE ISLAND LUMBER	135074	\$136.16	BUILDING SUPPLIES FOR	3-15-12 AP
E	101-42220-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$104.99	PHONE, CABLE, INTERNET	3-15-12 AP
E	101-42220-219	Medical Supplies	PRAXAIR DISTRIBUTION INC	135077	\$39.22	GASES & CYLINDER RENT	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	RON S AUTO REPAIR	135081	\$192.30	BATTERIES	3-15-12 AP
E	101-42220-321	Telephone	SPRINT	135086	\$39.98	CELL SERVICE	3-15-12 AP
E	101-42220-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$9.97	COPIER MAINTENANCE	3-15-12 AP
E	101-42220-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$46.40	TRASH SERVICE	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$57.25	PAGER REPAIR	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$105.00	1ST QTR 2012 SERV	3-15-12 AP
E	101-42220-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$50.25	PAGER REPAIR	3-15-12 AP
E	101-42220-381	Electric Utilities	XCEL ENERGY	135102	\$264.38	ELECTRICITY	3-15-12 AP
Dept 42220 City Fire Fighting					\$5,547.16		
Dept 42221 Rural Fire Fighting							
E	101-42221-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$73.20	WATER/SEWER USAGE	2-29-12 AP
E	101-42221-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$58.39	WATER/SEWER USAGE	2-29-12 AP
E	101-42221-331	Travel Expenses	EICKHOFF, JONATHAN A	134994	\$146.28	MSFCA OFFICER TRAINING	2-29-12 AP
E	101-42221-212	Motor Fuels	GREENWAY CO-OP	134996	\$142.57	FIRE DEPT FUEL	2-29-12 AP
E	101-42221-201	Office Supplies	HERMANN, BENJAMIN	134997	\$19.85	PRINTER INK	2-29-12 AP
E	101-42221-215	Shop/Operating Supplies	MNFIAM BOOK SALES	135000	\$42.75	FIRE DEPT TRAINING DVDS	2-29-12 AP
E	101-42221-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$0.42	LONG DISTANCE PHONE	2-29-12 AP
E	101-42221-331	Travel Expenses	PIKE, PAT	135004	\$78.88	MSFCA TRAINING CONFERENCE	2-29-12 AP
E	101-42221-383	Gas Utilities	MINNESOTA ENERGY	135007	\$481.82	NATURAL GAS	2-29-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	MATHISON, BRANDON L	135016	\$99.99	REIMB FOR COMPUTER TECH	2-29-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	MATHISON, BRANDON L	135022	\$2,663.33	COMPUTERS & THIN CLIENT	3-14-12 AP
E	101-42221-439	Seminar Registration	ALEXANDRIA TECHNICAL COLLEGE	135028	\$130.00	FIRE OFFICERS SCHOOL	3-15-12 AP
E	101-42221-417	Uniform	FIRE SAFETY USA, INC	135043	\$230.00	LEATHER FRONTS	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	INTERSTATE MOTOR TRUCKS, INC	135055	\$161.06	TOWING	3-15-12 AP

E	101-42221-331	Travel Expenses	KLENNERT, TONY	135059	\$151.66	MILEAGE & MEAL REIMB	3-15-12 AP
E	101-42221-221	Small Equipment	PINE ISLAND LUMBER	135074	\$136.17	BUILDING SUPPLIES FOR	3-15-12 AP
E	101-42221-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$104.99	PHONE, CABLE, INTERNET	3-15-12 AP
E	101-42221-219	Medical Supplies	PRAXAIR DISTRIBUTION INC	135077	\$39.23	GASES & CYLINDER RENT	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	RON S AUTO REPAIR	135081	\$192.29	BATTERIES	3-15-12 AP
E	101-42221-321	Telephone	SPRINT	135086	\$39.98	CELL SERVICE	3-15-12 AP
E	101-42221-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$9.97	COPIER MAINTENANCE	3-15-12 AP
E	101-42221-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$46.40	TRASH SERVICE	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$57.24	PAGER REPAIR	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$50.24	PAGER REPAIR	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$7.00	PAGER BATTERY	3-15-12 AP
E	101-42221-404	Repairs/Maint Machinery/Equip	WHITEWATER WIRELESS, INC.	135100	\$105.00	1ST QTR 2012 SERV	3-15-12 AP
E	101-42221-381	Electric Utilities	XCEL ENERGY	135102	\$264.37	ELECTRICITY	3-15-12 AP
Dept 42221 Rural Fire Fighting							
Dept 42222 Fire-Federal Grant Expenditure							
E	101-42222-134	Employer Paid Life	5 STAR LIFE INSURANCE COMPANY	134989	\$450.00	LIFE INSURANCE	2-29-12 AP
E	101-42222-134	Employer Paid Life	5 STAR LIFE INSURANCE COMPANY	134989	\$30.34	LIFE INSURANCE	2-29-12 AP
Dept 42222 Fire-Federal Grant Expenditure						\$480.34	
Dept 42400 Planning and Zoning							
E	101-42400-331	Travel Expenses	MUNICIPAL DEV. GROUP, INC	135069	\$146.52	MILEAGE	3-15-12 AP
E	101-42400-303	Engineering Fees	MUNICIPAL DEV. GROUP, INC	135069	\$1,545.00	SUBDIV ORD REVIEW	3-15-12 AP
Dept 42400 Planning and Zoning						\$1,691.52	
Dept 42500 Civil Defense							
E	101-42500-125	Medicare Contributions			\$1.67	Labor Distribution PR2012-5	PR2012-5
E	101-42500-113	Civil Defense Director			\$115.38	Labor Distribution PR2012-6	PR2012-6
E	101-42500-125	Medicare Contributions			\$1.67	Labor Distribution PR2012-6	PR2012-6
E	101-42500-122	FICA			\$7.15	Labor Distribution PR2012-5	PR2012-5
E	101-42500-113	Civil Defense Director			\$115.38	Labor Distribution PR2012-5	PR2012-5
E	101-42500-122	FICA			\$7.15	Labor Distribution PR2012-6	PR2012-6
E	101-42500-331	Travel Expenses	PIKE, PAT	135004	\$157.77	MSFCA TRAINING CONFERENCE	2-29-12 AP
E	101-42500-415	Contracted Services	STODDARD ENTERPRISES, INC.	135018	\$67.01	DOMAIN REGISTRATION	2-29-12 AP
E	101-42500-321	Telephone	SPRINT	135086	\$306.39	CELL SERVICE	3-15-12 AP
E	101-42500-381	Electric Utilities	XCEL ENERGY	135102	\$7.22	ELECTRICITY	3-15-12 AP
Dept 42500 Civil Defense						\$786.79	
Dept 43121 Streets & Alleys							
E	101-43121-122	FICA			\$388.21	Labor Distribution PR2012-5	PR2012-5
E	101-43121-125	Medicare Contributions			\$90.81	Labor Distribution PR2012-5	PR2012-5
E	101-43121-121	PERA			\$409.81	Labor Distribution PR2012-5	PR2012-5
E	101-43121-104	Shop Wages			\$3,228.97	Labor Distribution PR2012-5	PR2012-5
E	101-43121-101	Full-Time Wages			\$2,136.96	Labor Distribution PR2012-5	PR2012-5
E	101-43121-131	Employer Paid Health			\$1,308.19	Labor Distribution PR2012-6	PR2012-6
E	101-43121-331	Travel Expenses			\$13.88	Labor Distribution PR2012-6	PR2012-6
E	101-43121-109	Street - Vac/Sick/Holiday			\$895.53	Labor Distribution PR2012-5	PR2012-5
E	101-43121-109	Street - Vac/Sick/Holiday			\$311.63	Labor Distribution PR2012-6	PR2012-6
E	101-43121-125	Medicare Contributions			\$71.06	Labor Distribution PR2012-6	PR2012-6
E	101-43121-122	FICA			\$303.86	Labor Distribution PR2012-6	PR2012-6
E	101-43121-121	PERA			\$338.05	Labor Distribution PR2012-6	PR2012-6
E	101-43121-104	Shop Wages			\$3,448.27	Labor Distribution PR2012-6	PR2012-6
E	101-43121-101	Full-Time Wages			\$1,198.51	Labor Distribution PR2012-6	PR2012-6
E	101-43121-415	Contracted Services	CATHYS CATERING	134991	\$105.65	CHILI FOR SENTENCE TO	2-29-12 AP
E	101-43121-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$224.16	WATER/SEWER USAGE	2-29-12 AP
E	101-43121-383	Gas Utilities	MINNESOTA ENERGY	135007	\$519.45	NATURAL GAS	2-29-12 AP

E	101-43121-404	Repairs/Maint Machinery/Equip	BROCK WHITE COMPANY	135013	\$574.93	PERF PACK, HAMMER DRILL	2-29-12 AP
E	101-43121-215	Shop/Operating Supplies	BROCK WHITE COMPANY	135013	\$150.11	MEASURING WHEEL	2-29-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	BROCK WHITE COMPANY	135013	\$49.52	29OZ LIMESTONE QT TUBE	2-29-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	BROCK WHITE COMPANY	135013	\$44.39	DOUBLE NET STRAW &	2-29-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	BROCK WHITE COMPANY	135013	\$53.99	SONOTUBES, BLADES	2-29-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	ADRIANS PARTS CITY	135027	\$20.98	RIBBD 7X16 WH HT	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	ADRIANS PARTS CITY	135027	\$16.02	DIESEL FUEL TREATMENT	3-15-12 AP
E	101-43121-531	Streets Capital Outlay	BROWN TRAFFIC PRODUCTS, INC	135038	\$3,962.93	TOMAR EVP EMITTERS	3-15-12 AP
E	101-43121-417	Uniform	G & K SERVICES	135045	\$90.92	UNIFORM SERVICES	3-15-12 AP
E	101-43121-417	Uniform	G & K SERVICES	135045	\$72.96	UNIFORM SERVICES	3-15-12 AP
E	101-43121-417	Uniform	G & K SERVICES	135045	\$90.92	UNIFORM SERVICES	3-15-12 AP
E	101-43121-417	Uniform	G & K SERVICES	135045	\$72.08	UNIFORM SERVICES	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	GAR S REPAIR	135046	\$260.00	DOT INSPECTIONS	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	GAR S REPAIR	135046	\$660.62	GMC DUMP TRUCK REPAIRS	3-15-12 AP
E	101-43121-415	Contracted Services	GOODHUE COUNTY	135049	\$200.00	STS FOR 12-15-2011	3-15-12 AP
E	101-43121-212	Motor Fuels	GREENWAY CO-OP	135052	\$2,091.38	FUEL-STREET DEPT	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$18.52	FASTENERS	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$14.09	EPOXY	3-15-12 AP
E	101-43121-415	Contracted Services	ISLAND MARKET	135056	\$7.47	STS FOOD	3-15-12 AP
E	101-43121-361	General Liability Ins	LEAGUE MN CITIES INS TRUST	135061	\$144.00	AUTO INSURANCE ON 2011	3-15-12 AP
E	101-43121-439	Seminar Registration	LEAGUE OF MINNESOTA CITIES	135062	\$75.00	REGIONAL SAFETY GROUP	3-15-12 AP
E	101-43121-531	Streets Capital Outlay	MN DEPT OF TRANSPORTATION	135066	\$6,703.95	AGREEMENT 96226-1	3-15-12 AP
E	101-43121-224	Road Rock, Sand & Salt	NORTH AMERICAN SALT CO	135070	\$3,796.00	ROAD SALT	3-15-12 AP
E	101-43121-215	Shop/Operating Supplies	PI POOL & PINS	135072	\$74.69	LUNCH FOR STS	3-15-12 AP
E	101-43121-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$154.03	PHONE, INTERNET	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	PRAXAIR DISTRIBUTION INC	135077	\$62.54	CYLINDER RENT	3-15-12 AP
E	101-43121-406	Street Repairs	ROCHESTER SERVICE COMPANY	135080	\$220.00	COLD MIX FOR PATCHING	3-15-12 AP
E	101-43121-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$1.44	PENS	3-15-12 AP
E	101-43121-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$59.62	PRINTER INK	3-15-12 AP
E	101-43121-415	Contracted Services	SCHUMACHER EXCAVATING INC.	135084	\$22.00	PLOWING	3-15-12 AP
E	101-43121-224	Road Rock, Sand & Salt	SCHUMACHER EXCAVATING INC.	135084	\$410.68	SAND	3-15-12 AP
E	101-43121-401	Repairs/Maint Buildings	THOMPSONS GARAGE DOOR CO	135088	\$4,160.00	SHOP DOOR REPAIRS	3-15-12 AP
E	101-43121-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$16.26	COPIER MAINTENANCE	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	UNIVERSAL TRUCK EQUIPMENT, INC	135092	\$1,155.11	CUTTING BLADES, SHOE	3-15-12 AP
E	101-43121-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$187.87	TRASH SERVICE	3-15-12 AP
E	101-43121-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$990.00	ENGINEERING	3-15-12 AP
E	101-43121-381	Electric Utilities	XCEL ENERGY	135102	\$260.99	ELECTRICITY	3-15-12 AP
E	101-43121-404	Repairs/Maint Machinery/Equip	ZIEGLER INC.	135103	\$21.70	CAP, LEVER, ADAPTOR	3-15-12 AP
Dept 43121 Streets & Alleys					\$41,960.71		
Dept 43160 Street Lighting							
E	101-43160-381	Electric Utilities	GOODHUE CO CO-OP ELECTRIC	134995	\$111.00	ELECTRICITY	2-29-12 AP
E	101-43160-381	Electric Utilities	XCEL ENERGY	135019	\$266.53	ELECTRICITY	2-29-12 AP
E	101-43160-381	Electric Utilities	XCEL ENERGY	135019	\$10.17	ELECTRICITY	2-29-12 AP
E	101-43160-381	Electric Utilities	XCEL ENERGY	135102	\$4,178.63	ELECTRICITY	3-15-12 AP
Dept 43160 Street Lighting					\$4,566.33		
Dept 43170 Storm Sewer							
E	101-43170-122	FICA			\$1.14	Labor Distribution PR2012-5	PR2012-5
E	101-43170-121	PERA			\$1.33	Labor Distribution PR2012-5	PR2012-5
E	101-43170-101	Full-Time Wages			\$18.34	Labor Distribution PR2012-5	PR2012-5
E	101-43170-125	Medicare Contributions			\$0.27	Labor Distribution PR2012-5	PR2012-5
Dept 43170 Storm Sewer					\$21.08		
Dept 45124 Swimming Pools							
E	101-45124-383	Gas Utilities	MINNESOTA ENERGY	135017	\$19.88	NATURAL GAS	2-29-12 AP
E	101-45124-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$8.16	COPIER MAINTENANCE	3-15-12 AP

E	101-45124-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$180.67	TRASH SERVICE	3-15-12 AP
E	101-45124-381	Electric Utilities	XCEL ENERGY	135102	\$29.67	ELECTRICITY	3-15-12 AP
Dept 45124 Swimming Pools						\$238.38	
Dept 45202 Park Areas							
E	101-45202-381	Electric Utilities	XCEL ENERGY	135019	\$10.17	ELECTRICITY	2-29-12 AP
E	101-45202-215	Shop/Operating Supplies	HARDWARE HANK	135054	-\$26.61	DISCOUNT ON CLEANUP BAGS	3-15-12 AP
E	101-45202-215	Shop/Operating Supplies	HARDWARE HANK	135054	\$192.78	SCHOOL CLEANUP BAGS	3-15-12 AP
E	101-45202-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$6.36	COPIER MAINTENANCE	3-15-12 AP
E	101-45202-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$118.59	TRASH SERVICE	3-15-12 AP
E	101-45202-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$41.63	TRASH SERVICE	3-15-12 AP
E	101-45202-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$117.44	TRASH SERVICE	3-15-12 AP
E	101-45202-381	Electric Utilities	XCEL ENERGY	135102	\$22.34	ELECTRICITY	3-15-12 AP
E	101-45202-381	Electric Utilities	XCEL ENERGY	135102	\$40.68	ELECTRICITY	3-15-12 AP
Dept 45202 Park Areas						\$523.38	
Fund 101 GENERAL FUND						\$141,858.27	
Fund 211 LIBRARY							
Dept							
G	211-21701	Federal Withholding Payable			-\$266.67	Labor Distribution PR2012-6	PR2012-6
G	211-21702	State Withholding Payable			-\$118.17	Labor Distribution PR2012-6	PR2012-6
G	211-21703	FICA Tax Payable			-\$325.26	Labor Distribution PR2012-6	PR2012-6
G	211-21705	Medicare Payable			-\$90.70	Labor Distribution PR2012-6	PR2012-6
G	211-10102	Cash - Sterling State			-\$2,284.41	Labor Distribution PR2012-5	PR2012-5
G	211-21706	Medical Ins Premium Payable			-\$128.10	Labor Distribution PR2012-6	PR2012-6
G	211-10102	Cash - Sterling State			-\$2,390.34	Labor Distribution PR2012-6	PR2012-6
G	211-21713	Dental Insurance			-\$13.37	Labor Distribution PR2012-6	PR2012-6
G	211-21720	Health Savings Account			-\$145.84	Labor Distribution PR2012-6	PR2012-6
R	211-34109	Copies/Fax	VAN HORN PUBLIC LIBRARY		\$21.75	JANUARY 2012 DEPOSITS	2-12 REC 2
G	211-21701	Federal Withholding Payable			-\$263.74	Labor Distribution PR2012-5	PR2012-5
G	211-21705	Medicare Payable			-\$87.08	Labor Distribution PR2012-5	PR2012-5
R	211-36230	Contributions and Donations	VAN HORN PUBLIC LIBRARY		\$3.15	JANUARY 2012 DEPOSITS	2-12 REC 2
G	211-21704	PERA Withholding Payable			-\$367.96	Labor Distribution PR2012-5	PR2012-5
G	211-21703	FICA Tax Payable			-\$312.34	Labor Distribution PR2012-5	PR2012-5
G	211-21709	Life Insurance Payable			-\$2.50	Labor Distribution PR2012-6	PR2012-6
R	211-34110	Sale of Magazines	VAN HORN PUBLIC LIBRARY		\$24.35	JANUARY 2012 DEPOSITS	2-12 REC 2
G	211-21702	State Withholding Payable			-\$115.25	Labor Distribution PR2012-5	PR2012-5
R	211-35103	Library Fines	VAN HORN PUBLIC LIBRARY		\$486.70	JANUARY 2012 DEPOSITS	2-12 REC 2
G	211-21704	PERA Withholding Payable			-\$379.19	Labor Distribution PR2012-6	PR2012-6
R	211-33630	Grants fr other Local Govts Fi	OLMSTED CO AUDITOR/TREASURER		\$16,568.50	FIRST HALF OF 2012 LIBRARY	2-12 REC 7
G	211-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695	\$263.74	FEDERAL TAXES PR2012-5	2-29-12 AP
G	211-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695	\$312.34	FEDERAL TAXES PR2012-5	2-29-12 AP
G	211-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695	\$87.08	FEDERAL TAXES PR2012-5	2-29-12 AP
G	211-21702	State Withholding Payable	MN DEPT OF REVENUE	002696	\$115.25	MN WITHHOLDING PR2012-5	2-29-12 AP
G	211-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697	\$367.96	PERA PR2012-5	2-29-12 AP
G	211-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698	\$266.67	FED TAXES PR2012-6	3-14-12 AP
G	211-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698	\$325.26	FED TAXES PR2012-6	3-14-12 AP
G	211-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698	\$90.70	FED TAXES PR2012-6	3-14-12 AP
G	211-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699	\$379.19	PERA PR2012-6	3-14-12 AP
G	211-21702	State Withholding Payable	MN DEPT OF REVENUE	002700	\$118.17	MN WITHHOLDING PR2012-6	3-14-12 AP
R	211-36210	Interest Earnings	PINE ISLAND BANK	088369	\$37.11	INTEREST ON LIBRARY CD	2-12 REC 19
G	211-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$2,284.41	PAYROLL TRANSFER PR2012-52-29-12 AP	
G	211-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$5.00	LIFE INSURANCE PR2012-3&4	2-29-12 AP
G	211-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$256.20	HEALTH INURANCE PR2012-3&4	2-29-12 AP
G	211-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$2,390.34	PAYROLL TRANSFER PR2012-63-14-12 AP	
Dept						\$17,112.95	

Dept 45501 Library Admin - Levy Exp

E	211-45501-101	Full-Time Wages			\$1,553.85	Labor Distribution PR2012-6	PR2012-6
E	211-45501-102	Part-time Wages			\$1,573.59	Labor Distribution PR2012-6	PR2012-6
E	211-45501-121	PERA			\$203.64	Labor Distribution PR2012-6	PR2012-6
E	211-45501-101	Full-Time Wages			\$1,553.85	Labor Distribution PR2012-5	PR2012-5
E	211-45501-131	Employer Paid Health			\$289.81	Labor Distribution PR2012-6	PR2012-6
E	211-45501-125	Medicare Contributions			\$45.35	Labor Distribution PR2012-6	PR2012-6
E	211-45501-121	PERA			\$197.61	Labor Distribution PR2012-5	PR2012-5
E	211-45501-102	Part-time Wages			\$1,449.58	Labor Distribution PR2012-5	PR2012-5
E	211-45501-122	FICA			\$186.20	Labor Distribution PR2012-5	PR2012-5
E	211-45501-125	Medicare Contributions			\$43.54	Labor Distribution PR2012-5	PR2012-5
E	211-45501-122	FICA			\$193.90	Labor Distribution PR2012-6	PR2012-6
E	211-45501-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$36.05	WATER/SEWER USAGE	2-29-12 AP
E	211-45501-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$0.15	LONG DISTANCE PHONE	2-29-12 AP
E	211-45501-383	Gas Utilities	MINNESOTA ENERGY	135007	\$423.61	NATURAL GAS	2-29-12 AP
E	211-45501-401	Repairs/Maint Buildings	MN DEPT OF LABOR & INDUSTRY	135065	\$100.00	ELEVATOR OPERATING PERMIT	3-15-12 AP
E	211-45501-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$84.30	PHONE	3-15-12 AP
E	211-45501-401	Repairs/Maint Buildings	SCHUMACHER ELEVATOR CO	135083	\$105.10	ELEVATOR MAINTENANCE	3-15-12 AP
E	211-45501-401	Repairs/Maint Buildings	SCHUMACHER ELEVATOR CO	135083	\$105.10	ELEVATOR MAINTENANCE	3-15-12 AP
E	211-45501-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$49.82	TRASH SERVICE	3-15-12 AP
E	211-45501-381	Electric Utilities	XCEL ENERGY	135102	\$165.38	ELECTRICITY	3-15-12 AP
					\$8,360.43		

Dept 45501 Library Admin - Levy Exp

Dept 45502 Circulation - County

E	211-45502-433	Dues and Subscriptions	PI AREA CHAMBER OF COMMERCE	135003	\$50.00	2012 MEALS	2-29-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$120.25	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$61.97	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$9.99	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$146.91	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$71.44	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$6.94	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$21.98	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$29.99	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$0.13	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$58.86	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$4.00	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$4.00	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$2.00	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$1.50	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$0.13	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$2.00	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$25.20	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$1.00	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	-\$1.50	CREDIT	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$66.95	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$55.10	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$17.99	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$9.99	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$38.97	DVDS	3-15-12 AP
E	211-45502-580	Records / Cassettes	AMAZON	135029	\$46.05	DVDS	3-15-12 AP
E	211-45502-208	Magazines	AMERICAN GIRL	135030	\$22.95	1 YEAR RENEWAL	3-15-12 AP
E	211-45502-590	Books	BAKER & TAYLOR	135034	\$335.78	ADULT BOOKS	3-15-12 AP
E	211-45502-591	Childrens Books	BAKER & TAYLOR	135034	\$481.09	CHILDREN'S BOOKS	3-15-12 AP
E	211-45502-590	Books	BAKER & TAYLOR	135034	\$770.92	ADULT BOOKS	3-15-12 AP
E	211-45502-590	Books	CENTER POINT PUBLISHING	135039	\$251.64	LARGE PRINT BOOKS	3-15-12 AP
E	211-45502-201	Office Supplies	DEMCO, INC.	135040	\$110.98	CD BOXES, STAMP PADS,DVD	3-15-12 AP

E	211-45502-434	Educational Programs	PROSOURCE SPECIALTIES	135079	\$111.00	SILICONE BRACELETS	3-15-12 AP
E	211-45502-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$1.20	FINANCE CHARGE	3-15-12 AP
E	211-45502-595	Automation	SELCO	135085	\$132.00	PC LEASE	3-15-12 AP
E	211-45502-595	Automation	SELCO	135085	\$744.42	AUTOMATION	3-15-12 AP
E	211-45502-208	Magazines	TIME	135089	\$72.20	1 YEAR RENEWAL	3-15-12 AP
E	211-45502-413	Office Equipment Rental	TOSHIBA BUSINESS SOLUTIONS, US	135090	\$266.45	COPIER MAINTENANCE	3-15-12 AP
Dept 45502 Circulation - County					\$4,122.95		
Fund 211 LIBRARY					\$29,596.33		
Fund 246 RIVER FLOOD MONITOR							
Dept 41000 General Government (GENERAL)							
E	246-41000-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$154.97	TOWER RENT	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$154.97		
Fund 246 RIVER FLOOD MONITOR					\$154.97		
Fund 250 CAPITAL EQUIPMENT FUND							
Dept 41000 General Government (GENERAL)							
E	250-41000-530	General Government Cap Outlay	ALGADI, ABRAHAM	135011	\$586.74	IPAD II	2-29-12 AP
E	250-41000-531	Streets Capital Outlay	STODDARD ENTERPRISES, INC.	135018	\$1,390.33	COMPUTER	2-29-12 AP
Dept 41000 General Government (GENERAL)					\$1,977.07		
Fund 250 CAPITAL EQUIPMENT FUND					\$1,977.07		
Fund 255 ECONOMIC DEV. AUTHORITY							
Dept							
G	255-10102	Cash - Sterling State			-\$1,116.51	Labor Distribution PR2012-6	PR2012-6
G	255-21720	Health Savings Account			-\$289.59	Labor Distribution PR2012-6	PR2012-6
G	255-21701	Federal Withholding Payable			-\$134.56	Labor Distribution PR2012-6	PR2012-6
G	255-21705	Medicare Payable			-\$44.56	Labor Distribution PR2012-6	PR2012-6
G	255-21702	State Withholding Payable			-\$79.63	Labor Distribution PR2012-6	PR2012-6
G	255-21706	Medical Ins Premium Payable			-\$301.05	Labor Distribution PR2012-6	PR2012-6
G	255-10102	Cash - Sterling State			-\$1,234.61	Labor Distribution PR2012-5	PR2012-5
G	255-21701	Federal Withholding Payable			-\$156.13	Labor Distribution PR2012-5	PR2012-5
G	255-21702	State Withholding Payable			-\$89.76	Labor Distribution PR2012-5	PR2012-5
G	255-21703	FICA Tax Payable			-\$174.77	Labor Distribution PR2012-5	PR2012-5
G	255-21704	PERA Withholding Payable			-\$226.86	Labor Distribution PR2012-5	PR2012-5
G	255-21705	Medicare Payable			-\$48.74	Labor Distribution PR2012-5	PR2012-5
G	255-21704	PERA Withholding Payable			-\$226.86	Labor Distribution PR2012-6	PR2012-6
G	255-21703	FICA Tax Payable			-\$159.82	Labor Distribution PR2012-6	PR2012-6
G	255-21709	Life Insurance Payable			-\$2.50	Labor Distribution PR2012-6	PR2012-6
G	255-21713	Dental Insurance			-\$27.55	Labor Distribution PR2012-6	PR2012-6
G	255-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695	\$48.74	FEDERAL TAXES PR2012-5	2-29-12 AP
G	255-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695	\$156.13	FEDERAL TAXES PR2012-5	2-29-12 AP
G	255-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695	\$174.77	FEDERAL TAXES PR2012-5	2-29-12 AP
G	255-21702	State Withholding Payable	MN DEPT OF REVENUE	002696	\$89.76	MN WITHHOLDING PR2012-5	2-29-12 AP
G	255-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697	\$226.86	PERA PR2012-5	2-29-12 AP
G	255-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698	\$159.82	FED TAXES PR2012-6	3-14-12 AP
G	255-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698	\$134.56	FED TAXES PR2012-6	3-14-12 AP
G	255-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698	\$44.56	FED TAXES PR2012-6	3-14-12 AP
G	255-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699	\$226.86	PERA PR2012-6	3-14-12 AP
G	255-21702	State Withholding Payable	MN DEPT OF REVENUE	002700	\$79.63	MN WITHHOLDING PR2012-6	3-14-12 AP
R	255-34950	Other Revenues	SOUTHERN MN INITIATIVE	034277	\$12,500.00	BUSINESS SUCCESSION	2-12 REC 16
G	255-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$1,234.61	PAYROLL TRANSFER PR2012-52-29-12 AP	
G	255-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$5.00	LIFE INSURANCE PR2012-3&4	2-29-12 AP
G	255-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$602.10	HEALTH INURANCE PR2012-3&4	2-29-12 AP
G	255-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$1,116.51	PAYROLL TRANSFER PR2012-63-14-12 AP	

Dept					\$12,486.41		
Dept 41590 Economic Development							
E	255-41590-131	Employer Paid Health			\$462.76	Labor Distribution PR2012-6	PR2012-6
E	255-41590-121	PERA			\$121.83	Labor Distribution PR2012-6	PR2012-6
E	255-41590-122	FICA			\$104.19	Labor Distribution PR2012-5	PR2012-5
E	255-41590-125	Medicare Contributions			\$22.28	Labor Distribution PR2012-6	PR2012-6
E	255-41590-121	PERA			\$121.83	Labor Distribution PR2012-5	PR2012-5
E	255-41590-101	Full-Time Wages			\$1,680.48	Labor Distribution PR2012-6	PR2012-6
E	255-41590-101	Full-Time Wages			\$1,680.48	Labor Distribution PR2012-5	PR2012-5
E	255-41590-125	Medicare Contributions			\$24.37	Labor Distribution PR2012-5	PR2012-5
E	255-41590-122	FICA			\$95.28	Labor Distribution PR2012-6	PR2012-6
E	255-41590-255	Confections	HARDWARE HANK	004274	\$4.58	TRUFFLES	2-2012 EDAAP
E	255-41590-300	Professional Srvs (GENERAL)	HALLER, DAWN	004275	\$150.00	CHANNEL 8	2-2012 EDAAP
E	255-41590-255	Confections	ISLAND MARKET	004276	\$34.04	MTG SNACKS	2-2012 EDAAP
E	255-41590-433	Dues and Subscriptions	PI AREA CHAMBER OF COMMERCE	004277	\$300.00	2012 MEMBERSHIP & LUNCH	2-2012 EDAAP
E	255-41590-321	Telephone	PINE ISLAND TELEPHONE COMPANY	004278	\$185.80	PHONE AND INTERNET	2-2012 EDAAP
E	255-41590-255	Confections	RAINBOW CAFÉ & CATERING	004279	\$66.96	LUNCH FOR MTG	2-2012 EDAAP
E	255-41590-433	Dues and Subscriptions	ROCHESTER AREA ECONOMIC DEV	004280	\$2,700.00	2012 MEMBERSHIP	2-2012 EDAAP
E	255-41590-433	Dues and Subscriptions	SOUTHERN MN INITIATIVE	004281	\$2,500.00	2012 SERVICES INVOICE	2-2012 EDAAP
E	255-41590-304	Legal Fees	KENNEDY & GRAVEN	004282	\$350.00	LEGAL FOR ISLAND TOOL	2-2012 EDAAP
E	255-41590-290	Cleaning Services	MEISTER, MISSY	004283	\$50.00	CLEANING	2-2012 EDAAP
E	255-41590-404	Repairs/Maint Machinery/Equip	DOLL, KAREN	004284	-\$129.46	REMOVE COMPUTER VIRUS	2-2012 EDAAP
E	255-41590-404	Repairs/Maint Machinery/Equip	DOLL, KAREN	004284	\$129.46	REMOVE COMPUTER VIRUS	2-2012 EDAAP
E	255-41590-404	Repairs/Maint Machinery/Equip	STODDARD ENTERPRISES, INC.	004285	\$129.46	REMOVE COMPUTER VIRUS	2-2012 EDAAP
Dept 41590 Economic Development					\$10,784.34		
Fund 255 ECONOMIC DEV. AUTHORITY					\$23,270.75		

Fund 260 PI REVOLVING LOAN FUND

Dept							
G	260-11723	Note Rec - Lohrenz	CATHYS CATERING	008585	\$83.36	LOAN PAYMENTS	2-12 REC 6
R	260-36210	Interest Earnings	CATHYS CATERING	008585	\$28.11	LOAN PAYMENTS	2-12 REC 6
Dept					\$111.47		
Fund 260 PI REVOLVING LOAN FUND					\$111.47		

Fund 261 EDA - REV LOAN FUND

Dept							
G	261-11721	Note Receivable - Douglas	DOUGLAS, JEREMY & RACHEL	001766	\$83.08	LOAN PAYMENT	2-12 REC 10
R	261-36210	Interest Earnings	DOUGLAS, JEREMY & RACHEL	001766	\$122.92	LOAN PAYMENT	2-12 REC 10
R	261-36210	Interest Earnings	WISKOW, MICHELLE	003644	\$5.67	LOAN PAYMENT	3-12 REC 1
G	261-11728	Note Rec.-Wiskow	WISKOW, MICHELLE	003644	\$24.33	LOAN PAYMENT	3-12 REC 1
G	261-11723	Note Rec - Lohrenz	CATHYS CATERING	008585	\$200.07	LOAN PAYMENTS	2-12 REC 6
R	261-36210	Interest Earnings	CATHYS CATERING	008585	\$67.46	LOAN PAYMENTS	2-12 REC 6
G	261-11721	Note Receivable - Douglas	DOUGLAS, JEREMY & RACHEL	011408	\$125.55	LOAN PAYMENT	3-12 REC 2
R	261-36210	Interest Earnings	DOUGLAS, JEREMY & RACHEL	011408	\$80.45	LOAN PAYMENT	3-12 REC 2
R	261-36210	Interest Earnings	ISLAND TOOL & DIE	018595	\$166.76	PAYMENT ON LOANS	2-12 REC 11
G	261-11729	Note Rec.-Island Tool #2	ISLAND TOOL & DIE	018595	\$206.70	PAYMENT ON LOANS	2-12 REC 11
R	261-36210	Interest Earnings	ISLAND TOOL & DIE	018595	\$52.40	PAYMENT ON LOANS	2-12 REC 11
G	261-11726	Note Rec.-Island Tool #1	ISLAND TOOL & DIE	018595	\$358.28	PAYMENT ON LOANS	2-12 REC 11
Dept					\$1,493.67		
Fund 261 EDA - REV LOAN FUND					\$1,493.67		

Fund 280 CHARITABLE GAMBLING DONATION

Dept 41000 General Government (GENERAL)							
E	280-41000-417	Uniform	PROFESSIONAL PRINTERS	135005	\$1,737.27	T-SHIRTS	2-29-12 AP
E	280-41000-217	Other Operating Supplies	BOUND TREE MEDICAL, LLC	135036	\$175.56	AED CABINET	3-15-12 AP
E	280-41000-417	Uniform	PROFESSIONAL PRINTERS	135078	\$3,492.67	UNIFORM JACKETS	3-15-12 AP

E	280-41000-417	Uniform	PROFESSIONAL PRINTERS	135078	\$2,923.44	UNIFORM SWEATSHIRTS	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$8,328.94		
Fund 280 CHARITABLE GAMBLING DONATION					\$8,328.94		
Fund 307 SEWER DEBT SERVICE							
Dept							
G	307-11500	Accounts Receivable			\$26.09	UB Receipt Serv Pen 30 DEBT	2-7-10WS
G	307-11500	Accounts Receivable			\$2,454.04	UB Receipt Serv 30 DEBT	2-7-10WS
G	307-11500	Accounts Receivable			\$20.73	UB Receipt Serv Pen 30 DEBT	2-27-29ws
G	307-11500	Accounts Receivable			\$41.97	UB Receipt Serv Pen 30 DEBT	2-21-24WS
R	307-37240	Debt Service Charge - Sewer			\$44.95	UB AR Serv 36 DEBT SERVICE	JAN-FEBBILLS
R	307-37260	Penalties			\$16.74	UB AR Pen Serv 30 DEBT	1-12WSPEN
R	307-37260	Penalties			\$223.70	UB AR Pen Serv 30 DEBT	1-12WSPEN
G	307-11500	Accounts Receivable			\$26.97	UB Receipt Serv 30 DEBT	2-29-12BK
G	307-11500	Accounts Receivable			\$0.90	UB Receipt Serv Pen 30 DEBT	2-29-12BK
G	307-11500	Accounts Receivable			\$1,565.58	UB Receipt Serv 30 DEBT	2-21-24WS
R	307-37240	Debt Service Charge - Sewer			\$12,104.48	UB AR Serv 30 DEBT SERVICE	JAN-FEBBILLS
G	307-11500	Accounts Receivable			\$44.95	UB Receipt Serv 36 DEBT	2-1-6-12WS
G	307-11500	Accounts Receivable			\$1,351.30	UB Receipt Serv 30 DEBT	2-27-29ws
G	307-11500	Accounts Receivable			\$44.95	UB Receipt Serv 36 DEBT	2-29-12BK
R	307-37260	Penalties			\$1.65	UB AR Pen Serv 30 DEBT	1-12WSPEN
G	307-11500	Accounts Receivable			\$105.10	UB Receipt Serv Pen 30 DEBT	2-10BK-21WS
R	307-37240	Debt Service Charge - Sewer			-\$0.54	UB AR Serv Adj 30 DEBT	JAN-FEBBILLS
G	307-11500	Accounts Receivable			\$3,755.58	UB Receipt Serv 30 DEBT	3-1-7-12WS
R	307-37260	Penalties			-\$0.10	UB AR Serv Pen Adj 30 DEBT	JAN-FEBBILLS
G	307-11500	Accounts Receivable			\$86.81	UB Receipt Serv Pen 30 DEBT	2-1-6-12WS
G	307-11500	Accounts Receivable			\$57.35	UB Receipt Serv Pen 30 DEBT	3-1-7-12WS
R	307-37260	Penalties			\$1.29	UB AR Pen Serv 30 DEBT	1-12WSPEN
G	307-11500	Accounts Receivable			\$3,537.45	UB Receipt Serv 30 DEBT	2-10BK-21WS
G	307-11500	Accounts Receivable			\$3,679.56	UB Receipt Serv 30 DEBT	2-1-6-12WS
R	307-37240	Debt Service Charge - Sewer	LAND O LAKES INC.	152283130	\$6,486.00	SEWER INVOICE JANUARY 2012	2-12 REC 12
Dept					\$35,677.50		
Fund 307 SEWER DEBT SERVICE					\$35,677.50		
Fund 312 GO NURSING HOME BONDS							
Dept 41000 General Government (GENERAL)							
E	312-41000-620	Fiscal Agent s Fees	US BANK	135093	\$431.25	PAYING AGENT FEES &	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$431.25		
Fund 312 GO NURSING HOME BONDS					\$431.25		
Fund 314 2003 PROJECT BOND							
Dept 41000 General Government (GENERAL)							
E	314-41000-620	Fiscal Agent s Fees	US BANK	135093	\$431.25	PAYING AGENT FEES &	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$431.25		
Fund 314 2003 PROJECT BOND					\$431.25		
Fund 420 RIVER RENDEZVOUS							
Dept 42850 Flood Control							
E	420-42850-415	Contracted Services	STODDARD ENTERPRISES, INC.	135018	\$17.65	DOMAIN REGISTRATION	2-29-12 AP
Dept 42850 Flood Control					\$17.65		
Fund 420 RIVER RENDEZVOUS					\$17.65		
Fund 431 17TH AVE NE PROJECT							
Dept 41000 General Government (GENERAL)							
E	431-41000-304	Legal Fees	KENNEDY & GRAVEN	135058	\$262.50	LEGAL	3-15-12 AP
E	431-41000-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$2,975.00	ENGINEERING	3-15-12 AP

R	601-37170	Sales Tax - Water	-\$30.50	UB AR Surc 16 TAX	JAN-FEBBILLS
R	601-37110	Residential - Water	\$32.42	UB AR Surc 11 DEVEL WATER	JAN-FEBBILLS
R	601-37190	Water Deposit	\$500.00	UB AR Serv 101 DEPOSIT DP	JAN-FEBBILLS
G	601-11500	Accounts Receivable	\$43.13	UB Receipt Serv 104 NSF	2-1-6-12WS
R	601-37180	Water Meters	\$1,160.40	UB AR Serv 14 AUTO METER	JAN-FEBBILLS
G	601-11500	Accounts Receivable	\$51.90	UB Receipt Serv 101 DEPOSIT	2-1-6-12WS
R	601-37120	Commercial - Water	\$9,706.83	UB AR Serv 5 WATER COMM	JAN-FEBBILLS
R	601-37110	Residential - Water	\$129.69	UB AR Serv 3 WATER	JAN-FEBBILLS
R	601-37110	Residential - Water	\$20,268.72	UB AR Serv 1 WATER RES	JAN-FEBBILLS
G	601-11500	Accounts Receivable	\$946.33	UB Receipt Serv 5 WATER	2-10BK-21WS
G	601-11500	Accounts Receivable	\$203.92	UB Receipt Serv Pen 1 WATER	2-10BK-21WS
G	601-11500	Accounts Receivable	\$6,546.36	UB Receipt Serv 1 WATER RES	2-10BK-21WS
G	601-11500	Accounts Receivable	\$64.75	UB Receipt Serv 15 AUTO	3-1-7-12WS
R	601-37180	Water Meters	\$247.50	UB AR Serv 15 AUTO METER	JAN-FEBBILLS
G	601-11500	Accounts Receivable	\$1.23	UB Receipt Serv Pen 10 STATE	2-27-29ws
G	601-11500	Accounts Receivable	-\$0.30	UB Receipt Serv 106 DEP INT	2-10BK-21WS
G	601-11500	Accounts Receivable	\$454.51	UB Receipt Surc 20 SALES	2-27-29ws
G	601-11500	Accounts Receivable	\$69.38	UB Receipt Serv 101 DEPOSIT	2-27-29ws
R	601-37260	Penalties	\$1.73	UB AR Pen Serv 1 WATER RES	1-12WSPEN
G	601-11500	Accounts Receivable	\$181.98	UB Receipt Serv Pen 1 WATER	2-1-6-12WS
G	601-11500	Accounts Receivable	\$127.23	UB Receipt Serv 3 WATER	2-1-6-12WS
G	601-11500	Accounts Receivable	\$0.85	UB Receipt Serv Pen 15 AUTO	2-27-29ws
G	601-11500	Accounts Receivable	\$60.69	UB Receipt Serv 15 AUTO	2-27-29ws
R	601-99999	Unallocated Utility	-\$63.08	UB UR Receipt Group 83	2-10BK-21WS
R	601-99999	Unallocated Utility	\$116.30	UB UR Receipt Group 74	2-27-29ws
R	601-99999	Unallocated Utility	-\$816.26	UB UR Receipt Group 74	2-10BK-21WS
R	601-37260	Penalties	\$1.99	UB AR Pen Serv 1 WATER RES	1-12WSPEN
R	601-99999	Unallocated Utility	\$100.30	UB UR Receipt Group 00	2-10BK-21WS
G	601-11500	Accounts Receivable	\$0.16	UB Receipt Surc Pen 20 SALES	2-10BK-21WS
G	601-11500	Accounts Receivable	\$78.13	UB Receipt Serv 10 STATE	2-27-29ws
G	601-11500	Accounts Receivable	\$13.30	UB Receipt Serv Pen 5 WATER	2-27-29ws
G	601-11500	Accounts Receivable	\$41.51	UB Receipt Surc 20 SALES	2-10BK-21WS
G	601-11500	Accounts Receivable	\$6,677.02	UB Receipt Serv 5 WATER	2-27-29ws
G	601-11500	Accounts Receivable	-\$341.19	UB Receipt Surc 19 TAX	2-10BK-21WS
G	601-11500	Accounts Receivable	-\$30.50	UB Receipt Surc 16 TAX	2-10BK-21WS
R	601-37260	Penalties	\$4.65	UB AR Pen Serv 15 AUTO	1-12WSPEN
G	601-11500	Accounts Receivable	\$119.66	UB Receipt Serv 14 AUTO	2-27-29ws
G	601-11500	Accounts Receivable	\$46.50	UB Receipt Serv 1 WATER RES	2-29-12BK
R	601-37260	Penalties	\$25.27	UB AR Pen Serv 14 AUTO	1-12WSPEN
R	601-37260	Penalties	\$2.68	UB AR Pen Surc 20 SALES TAX	1-12WSPEN
G	601-21702	State Withholding Payable	-\$62.13	Labor Distribution PR2012-6	PR2012-6
G	601-11500	Accounts Receivable	\$69.00	UB Receipt Serv Pen 1 WATER	2-21-24WS
R	601-37260	Penalties	\$0.14	UB AR Pen Serv 14 AUTO	1-12WSPEN
G	601-21704	PERA Withholding Payable	-\$92.68	Labor Distribution PR2012-5	PR2012-5
G	601-11500	Accounts Receivable	\$0.05	UB Receipt Serv Pen 10 STATE	2-29-12BK
R	601-37260	Penalties	\$0.10	UB AR Pen Serv 14 AUTO	1-12WSPEN
G	601-11500	Accounts Receivable	\$2.16	UB Receipt Serv 10 STATE	2-29-12BK
G	601-11500	Accounts Receivable	\$0.14	UB Receipt Surc Pen 20 SALES	2-27-29ws
G	601-11500	Accounts Receivable	\$1.46	UB Receipt Serv Pen 1 WATER	2-29-12BK
G	601-11500	Accounts Receivable	\$34.85	UB Receipt Serv 104 NSF	2-10BK-21WS
R	601-37260	Penalties	\$0.99	UB AR Pen Serv 10 STATE	1-12WSPEN
R	601-37120	Commercial - Water	-\$0.27	UB AR Serv Adj 5 WATER	JAN-FEBBILLS
R	601-37260	Penalties	\$13.39	UB AR Pen Serv 10 STATE	1-12WSPEN
R	601-37260	Penalties	-\$0.06	UB AR Serv Pen Adj 5 WATER	JAN-FEBBILLS
R	601-37260	Penalties	\$0.08	UB AR Pen Serv 10 STATE	1-12WSPEN

R	601-37160	State Surcharge				-\$0.03	UB AR Serv Adj 10 STATE	JAN-FEBBILLS
R	601-37260	Penalties				\$0.10	UB AR Pen Serv 10 STATE	1-12WSPEN
R	601-37260	Penalties				\$42.75	UB AR Pen Serv 5 WATER	1-12WSPEN
R	601-37260	Penalties				\$432.68	UB AR Pen Serv 1 WATER RES	1-12WSPEN
G	601-11500	Accounts Receivable				\$129.69	UB Receipt Serv 3 WATER	2-29-12BK
G	601-11500	Accounts Receivable				\$4,060.89	UB Receipt Serv 1 WATER RES	2-7-10WS
G	601-11500	Accounts Receivable				\$0.61	UB Receipt Serv Pen 15 AUTO	2-21-24WS
G	601-11500	Accounts Receivable				\$161.60	UB Receipt Serv 14 AUTO	2-21-24WS
G	601-11500	Accounts Receivable				\$2.52	UB Receipt Serv Pen 10 STATE	2-21-24WS
G	601-11500	Accounts Receivable				\$93.78	UB Receipt Serv 10 STATE	2-21-24WS
G	601-11500	Accounts Receivable				\$189.56	UB Receipt Serv 10 STATE	2-10BK-21WS
G	601-11500	Accounts Receivable				\$1.90	UB Receipt Serv Pen 5 WATER	2-10BK-21WS
G	601-11500	Accounts Receivable				\$143.83	UB Receipt Serv 10 STATE	2-7-10WS
G	601-11500	Accounts Receivable				\$568.16	UB Receipt Serv 5 WATER	2-7-10WS
G	601-11500	Accounts Receivable				\$3.00	UB Receipt Serv 14 AUTO	2-29-12BK
G	601-11500	Accounts Receivable				\$118.88	UB Receipt Serv 5 WATER	2-21-24WS
G	601-11500	Accounts Receivable				\$358.91	UB Receipt Serv 14 AUTO	2-1-6-12WS
G	601-11500	Accounts Receivable				\$2,455.57	UB Receipt Serv 1 WATER RES	2-21-24WS
G	601-11500	Accounts Receivable				\$57.43	UB Receipt Serv 15 AUTO	2-1-6-12WS
G	601-11500	Accounts Receivable				\$0.17	UB Receipt Serv Pen 15 AUTO	2-1-6-12WS
G	601-10102	Cash - Sterling State				-\$1,022.34	Labor Distribution PR2012-6	PR2012-6
G	601-21701	Federal Withholding Payable				-\$143.04	Labor Distribution PR2012-6	PR2012-6
G	601-11500	Accounts Receivable				\$32.42	UB Receipt Surc 11 DEVEL	2-29-12BK
G	601-11500	Accounts Receivable				\$1.54	UB Receipt Serv Pen 10 STATE	2-7-10WS
G	601-11500	Accounts Receivable				\$242.77	UB Receipt Serv 14 AUTO	2-7-10WS
G	601-21705	Medicare Payable				-\$19.90	Labor Distribution PR2012-5	PR2012-5
G	601-11500	Accounts Receivable				\$47.46	UB Receipt Serv Pen 1 WATER	2-7-10WS
G	601-11500	Accounts Receivable				\$43.32	UB Receipt Serv 15 AUTO	2-10BK-21WS
G	601-11500	Accounts Receivable				\$1,831.06	UB Receipt Serv 1 WATER RES	2-27-29ws
R	601-99999	Unallocated Utility				\$191.76	UB UR Receipt Group 74	2-21-24WS
G	601-11500	Accounts Receivable				\$0.25	UB Receipt Surc Pen 20 SALES	2-21-24WS
G	601-11500	Accounts Receivable				\$30.17	UB Receipt Serv 15 AUTO	2-21-24WS
G	601-11500	Accounts Receivable				\$31.96	UB Receipt Serv Pen 1 WATER	2-27-29ws
G	601-11500	Accounts Receivable				\$5.17	UB Receipt Serv Pen 10 STATE	2-1-6-12WS
G	601-11500	Accounts Receivable				\$0.48	UB Receipt Serv Pen 15 AUTO	2-10BK-21WS
G	601-11500	Accounts Receivable				\$13.65	UB Receipt Surc 20 SALES	2-21-24WS
G	601-11500	Accounts Receivable				\$333.75	UB Receipt Serv 14 AUTO	2-10BK-21WS
G	601-11500	Accounts Receivable				\$100.00	UB Receipt Serv 101 DEPOSIT	2-21-24WS
G	601-11500	Accounts Receivable				\$285.20	UB Receipt Serv 101 DEPOSIT	2-10BK-21WS
G	601-11500	Accounts Receivable				\$1,268.96	UB Receipt Serv 5 WATER	2-1-6-12WS
G	601-11500	Accounts Receivable				\$3.14	UB Receipt Serv Pen 5 WATER	2-1-6-12WS
G	601-11500	Accounts Receivable				\$206.75	UB Receipt Serv 10 STATE	2-1-6-12WS
G	601-11500	Accounts Receivable				\$6.20	UB Receipt Serv Pen 10 STATE	2-10BK-21WS
R	601-37100	Water Sales	RECEIPTS/MISC	002093		\$107.00	RIVERSIDE SAND AND	3-12 REC 2
G	601-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695		\$62.42	FEDERAL TAXES PR2012-5	2-29-12 AP
G	601-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695		\$71.40	FEDERAL TAXES PR2012-5	2-29-12 AP
G	601-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695		\$19.90	FEDERAL TAXES PR2012-5	2-29-12 AP
G	601-21702	State Withholding Payable	MN DEPT OF REVENUE	002696		\$31.31	MN WITHHOLDING PR2012-5	2-29-12 AP
G	601-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697		\$92.68	PERA PR2012-5	2-29-12 AP
G	601-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698		\$143.04	FED TAXES PR2012-6	3-14-12 AP
G	601-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698		\$40.56	FED TAXES PR2012-6	3-14-12 AP
G	601-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698		\$145.31	FED TAXES PR2012-6	3-14-12 AP
G	601-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699		\$192.04	PERA PR2012-6	3-14-12 AP
G	601-21702	State Withholding Payable	MN DEPT OF REVENUE	002700		\$62.13	MN WITHHOLDING PR2012-6	3-14-12 AP
R	601-37180	Water Meters	RECEIPTS/BLDG PERMIT	010785		\$250.00	RL HOMES LLC	2-12 REC 18

R	601-37100	Water Sales	ANGER, DAN	134990	\$31.93	REFUND WATER/SEWER	2-29-12 AP
R	601-37100	Water Sales	LAWSON, BENJAMIN	134999	\$132.13	DEPOSIT REFUND AFTER LAST	2-29-12 AP
G	601-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$531.77	PAYROLL TRANSFER PR2012-52-29-12 AP	
G	601-21708	Cancer Insurance	AFLAC	135010	\$7.38	AFLAC PR2012-3&4	2-29-12 AP
G	601-21712	Equitable Annuities Payable	AXA - EQUITABLE	135012	\$1.93	EQUITABLE PR2012-3&4	2-29-12 AP
G	601-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$2.61	LIFE INSURANCE PR2012-3&4	2-29-12 AP
G	601-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$209.34	HEALTH INURANCE PR2012-3&4	2-29-12 AP
G	601-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$1,022.38	PAYROLL TRANSFER PR2012-63-14-12 AP	
R	601-37150	Water Connect/Reconnect Fee	RECEIPTS/MISC	85876541	\$50.00	SHARI HAUGEN-	2-12 REC 5
R	601-37150	Water Connect/Reconnect Fee	RECEIPTS/MISC	96817246	\$24.10	SHARI HAUGEN-W/S	3-12 REC 5
Dept						\$77,910.04	
Dept 41000 General Government (GENERAL)							
E	601-41000-102	Part-time Wages			\$104.04	Labor Distribution PR2012-6	PR2012-6
E	601-41000-125	Medicare Contributions			\$9.95	Labor Distribution PR2012-5	PR2012-5
E	601-41000-125	Medicare Contributions			\$20.28	Labor Distribution PR2012-6	PR2012-6
E	601-41000-122	FICA			\$42.56	Labor Distribution PR2012-5	PR2012-5
E	601-41000-121	PERA			\$49.77	Labor Distribution PR2012-5	PR2012-5
E	601-41000-331	Travel Expenses			\$20.59	Labor Distribution PR2012-5	PR2012-5
E	601-41000-101	Full-Time Wages			\$686.58	Labor Distribution PR2012-5	PR2012-5
E	601-41000-101	Full-Time Wages			\$1,318.54	Labor Distribution PR2012-6	PR2012-6
E	601-41000-227	Utility System Maintenance			\$23.00	Labor Distribution PR2012-6	PR2012-6
E	601-41000-131	Employer Paid Health			\$309.56	Labor Distribution PR2012-6	PR2012-6
E	601-41000-122	FICA			\$86.62	Labor Distribution PR2012-6	PR2012-6
E	601-41000-121	PERA			\$103.13	Labor Distribution PR2012-6	PR2012-6
E	601-41000-322	Postage	US POSTMASTER	134986	\$28.48	DEC 13-Jan 13 W?S Past Due	2-29-12 AP
E	601-41000-322	Postage	US POSTMASTER	134986	-\$28.48	VOID CHECK 134986	2-29-12 AP
E	601-41000-322	Postage	US POSTMASTER	134987	\$28.48	DEC 13-Jan 13 W?S Past Due	2-29-12 AP
E	601-41000-322	Postage	US POSTMASTER	134988	\$116.75	POSTAGE FOR FEB 2012	2-29-12 AP
E	601-41000-439	Seminar Registration	MN DEPARTMENT OF HEALTH	135001	\$32.00	CLASS D-K MAXSON-EXAM	2-29-12 AP
E	601-41000-439	Seminar Registration	MN DEPARTMENT OF HEALTH	135001	\$32.00	CLASS D-W KING-EXAM	2-29-12 AP
E	601-41000-383	Gas Utilities	MINNESOTA ENERGY	135007	\$28.06	NATURAL GAS	2-29-12 AP
E	601-41000-322	Postage	US POSTMASTER	135023	\$29.92	STAMPS FOR 2-2012 W/S	3-14-12 AP
E	601-41000-322	Postage	US POSTMASTER	135023	-\$29.92	VOID CK 135023 PRINTED ON	3-14-12 AP
E	601-41000-322	Postage	US POSTMASTER	135024	\$29.92	POSTAGE FOR 2-2012 W/S	3-14-12 AP
E	601-41000-210	Operating Supplies	BANYON DATA SYSTEMS, INC.	135035	\$1,013.07	SOFTWARE SUPPORT	3-15-12 AP
E	601-41000-417	Uniform	G & K SERVICES	135045	\$15.45	UNIFORM SERVICES	3-15-12 AP
E	601-41000-417	Uniform	G & K SERVICES	135045	\$19.49	UNIFORM SERVICES	3-15-12 AP
E	601-41000-417	Uniform	G & K SERVICES	135045	\$15.63	UNIFORM SERVICES	3-15-12 AP
E	601-41000-417	Uniform	G & K SERVICES	135045	\$19.49	UNIFORM SERVICES	3-15-12 AP
E	601-41000-309	Gopher State One-Call Fee	GOPHER STATE ONE-CALL INC.	135051	\$2.18	LOCATES	3-15-12 AP
E	601-41000-322	Postage	HARDWARE HANK	135054	\$11.17	SHIPPING	3-15-12 AP
E	601-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$1.70	FASTENERS	3-15-12 AP
E	601-41000-361	General Liability Ins	LEAGUE MN CITIES INS TRUST	135061	\$144.00	AUTO INSURANCE ON 2011	3-15-12 AP
E	601-41000-439	Seminar Registration	LEAGUE OF MINNESOTA CITIES	135062	\$75.00	REGIONAL SAFETY GROUP	3-15-12 AP
E	601-41000-415	Contracted Services	MCCARTHY WELL COMPANY	135063	\$350.00	WELL PUMP PERFORMANCE	3-15-12 AP
E	601-41000-433	Dues and Subscriptions	MN DEPARTMENT OF HEALTH	135064	\$23.00	WAYNE KING CLASS D WATER	3-15-12 AP
E	601-41000-404	Repairs/Maint Machinery/Equip	MN PIPE AND EQUIPMENT	135067	\$368.59	15" SS REPAIR CLAMPS	3-15-12 AP
E	601-41000-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$100.00	WATER LOOP	3-15-12 AP
E	601-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$112.69	PRINTER INK	3-15-12 AP
E	601-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$26.50	FAX CARTRIDGE	3-15-12 AP
E	601-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$29.69	TAPE & ENVELOPES	3-15-12 AP
E	601-41000-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$9.68	COPIER MAINTENANCE	3-15-12 AP
E	601-41000-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$94.50	ENGINEERING	3-15-12 AP
E	601-41000-381	Electric Utilities	XCEL ENERGY	135102	\$1,067.28	ELECTRICITY	3-15-12 AP

E	601-41000-381	Electric Utilities	XCEL ENERGY	135102	\$1,530.50	ELECTRICITY	3-15-12 AP
E	601-41000-381	Electric Utilities	XCEL ENERGY	135102	\$15.76	ELECTRICITY	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$8,087.20		
Fund 601 WATER FUND					\$85,997.24		
Fund 602 SEWER FUND							
Dept							
R	602-37220	Commercial - Sewer			\$4,130.67	UB AR Serv 25 SEWER COMM	JAN-FEBBILLS
R	602-37260	Penalties			\$61.17	UB AR Pen Serv 25 SEWER	1-12WSPEN
R	602-37260	Penalties			\$3.76	UB AR Pen Serv 20 SEWER	1-12WSPEN
G	602-11500	Accounts Receivable			\$798.91	UB Receipt Serv 25 SEWER	2-7-10WS
G	602-11500	Accounts Receivable			\$77.83	UB Receipt Serv Pen 20	2-7-10WS
G	602-11500	Accounts Receivable			\$50.65	UB Receipt Surc 12 DEVEL	2-1-6-12WS
G	602-11500	Accounts Receivable			\$17.55	UB Receipt Serv 27 SEWER	2-1-6-12WS
R	602-37260	Penalties			\$3.52	UB AR Pen Serv 20 SEWER	1-12WSPEN
G	602-11500	Accounts Receivable			\$9,941.04	UB Receipt Serv 20 SEWER	2-1-6-12WS
G	602-11500	Accounts Receivable			\$280.13	UB Receipt Serv Pen 20	2-1-6-12WS
G	602-11500	Accounts Receivable			\$51.21	UB Receipt Surc 12 DEVEL	2-29-12BK
R	602-37260	Penalties			\$676.46	UB AR Pen Serv 20 SEWER	1-12WSPEN
G	602-11500	Accounts Receivable			\$6,513.70	UB Receipt Serv 20 SEWER	2-7-10WS
G	602-11500	Accounts Receivable			\$98.28	UB Receipt Serv 27 SEWER	2-7-10WS
R	602-37260	Penalties			-\$0.20	UB AR Serv Pen Adj 25 SEWER	JAN-FEBBILLS
G	602-11500	Accounts Receivable			\$3.67	UB Receipt Serv Pen 25	2-1-6-12WS
G	602-11500	Accounts Receivable			\$1,428.33	UB Receipt Serv 25 SEWER	2-1-6-12WS
G	602-11500	Accounts Receivable			\$202.61	UB Receipt Serv 22 SEWER	2-1-6-12WS
G	602-11500	Accounts Receivable			\$9,868.48	UB Receipt Serv 20 SEWER	2-10BK-21WS
G	602-11500	Accounts Receivable			\$129.73	UB Receipt Serv 27 SEWER	3-1-7-12WS
G	602-11500	Accounts Receivable			\$8.54	UB Receipt Serv Pen 25	3-1-7-12WS
G	602-11500	Accounts Receivable			\$794.64	UB Receipt Serv 25 SEWER	3-1-7-12WS
G	602-11500	Accounts Receivable			\$153.39	UB Receipt Serv Pen 20	3-1-7-12WS
G	602-11500	Accounts Receivable			\$9,725.12	UB Receipt Serv 20 SEWER	3-1-7-12WS
G	602-11500	Accounts Receivable			\$323.28	UB Receipt Serv Pen 20	2-10BK-21WS
G	602-11500	Accounts Receivable			\$745.33	UB Receipt Serv 25 SEWER	2-10BK-21WS
G	602-11500	Accounts Receivable			\$4.05	UB Receipt Serv Pen 25	2-10BK-21WS
R	602-37220	Commercial - Sewer			-\$0.97	UB AR Serv Adj 25 SEWER	JAN-FEBBILLS
R	602-37210	Residential - Sewer			\$51.21	UB AR Surc 12 DEVEL SEWER	JAN-FEBBILLS
G	602-21703	FICA Tax Payable			-\$227.21	Labor Distribution PR2012-5	PR2012-5
G	602-11500	Accounts Receivable			\$242.52	UB Receipt Serv 25 SEWER	2-21-24WS
G	602-21704	PERA Withholding Payable			-\$294.94	Labor Distribution PR2012-5	PR2012-5
G	602-21705	Medicare Payable			-\$63.36	Labor Distribution PR2012-5	PR2012-5
G	602-11500	Accounts Receivable			\$4,022.33	UB Receipt Serv 20 SEWER	2-21-24WS
G	602-11500	Accounts Receivable			\$204.84	UB Receipt Serv 22 SEWER	2-29-12BK
G	602-11500	Accounts Receivable			\$2.52	UB Receipt Serv Pen 20	2-29-12BK
G	602-11500	Accounts Receivable			\$76.17	UB Receipt Serv 20 SEWER	2-29-12BK
G	602-21701	Federal Withholding Payable			-\$206.08	Labor Distribution PR2012-5	PR2012-5
R	602-37220	Commercial - Sewer			\$262.30	UB AR Serv 27 SEWER METER	JAN-FEBBILLS
G	602-21702	State Withholding Payable			-\$96.12	Labor Distribution PR2012-5	PR2012-5
G	602-11500	Accounts Receivable			\$115.71	UB Receipt Serv Pen 20	2-21-24WS
G	602-11500	Accounts Receivable			\$21.98	UB Receipt Serv 27 SEWER	2-27-29ws
G	602-11500	Accounts Receivable			\$16.16	UB Receipt Serv Pen 25	2-27-29ws
G	602-11500	Accounts Receivable			\$901.98	UB Receipt Serv 25 SEWER	2-27-29ws
G	602-11500	Accounts Receivable			\$52.61	UB Receipt Serv Pen 20	2-27-29ws
G	602-11500	Accounts Receivable			\$2,940.76	UB Receipt Serv 20 SEWER	2-27-29ws
G	602-11500	Accounts Receivable			\$43.03	UB Receipt Serv 27 SEWER	2-21-24WS
G	602-11500	Accounts Receivable			\$5.57	UB Receipt Serv Pen 25	2-21-24WS

R	602-37210	Residential - Sewer			\$204.84	UB AR Serv 22 SEWER	JAN-FEBBILLS
G	602-21720	Health Savings Account			-\$193.55	Labor Distribution PR2012-6	PR2012-6
G	602-10102	Cash - Sterling State			-\$1,622.51	Labor Distribution PR2012-5	PR2012-5
G	602-21705	Medicare Payable			-\$91.60	Labor Distribution PR2012-6	PR2012-6
G	602-21708	Cancer Insurance			-\$16.17	Labor Distribution PR2012-6	PR2012-6
G	602-21704	PERA Withholding Payable			-\$430.43	Labor Distribution PR2012-6	PR2012-6
G	602-21703	FICA Tax Payable			-\$328.62	Labor Distribution PR2012-6	PR2012-6
G	602-21702	State Withholding Payable			-\$144.67	Labor Distribution PR2012-6	PR2012-6
G	602-21701	Federal Withholding Payable			-\$310.44	Labor Distribution PR2012-6	PR2012-6
G	602-21709	Life Insurance Payable			-\$5.37	Labor Distribution PR2012-6	PR2012-6
G	602-21706	Medical Ins Premium Payable			-\$375.72	Labor Distribution PR2012-6	PR2012-6
G	602-21713	Dental Insurance			-\$41.07	Labor Distribution PR2012-6	PR2012-6
R	602-37210	Residential - Sewer			\$30,933.46	UB AR Serv 20 SEWER RES	JAN-FEBBILLS
G	602-10102	Cash - Sterling State			-\$2,231.49	Labor Distribution PR2012-6	PR2012-6
G	602-21712	Equitable Annuities Payable			-\$5.53	Labor Distribution PR2012-6	PR2012-6
G	602-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695	\$206.08	FEDERAL TAXES PR2012-5	2-29-12 AP
G	602-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695	\$227.21	FEDERAL TAXES PR2012-5	2-29-12 AP
G	602-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695	\$63.36	FEDERAL TAXES PR2012-5	2-29-12 AP
G	602-21702	State Withholding Payable	MN DEPT OF REVENUE	002696	\$96.12	MN WITHHOLDING PR2012-5	2-29-12 AP
G	602-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697	\$294.94	PERA PR2012-5	2-29-12 AP
G	602-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698	\$310.44	FED TAXES PR2012-6	3-14-12 AP
G	602-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698	\$91.60	FED TAXES PR2012-6	3-14-12 AP
G	602-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698	\$328.62	FED TAXES PR2012-6	3-14-12 AP
G	602-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699	\$430.43	PERA PR2012-6	3-14-12 AP
G	602-21702	State Withholding Payable	MN DEPT OF REVENUE	002700	\$144.67	MN WITHHOLDING PR2012-6	3-14-12 AP
G	602-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$1,622.52	PAYROLL TRANSFER PR2012-52-29-12 AP	
G	602-21708	Cancer Insurance	AFLAC	135010	\$10.87	AFLAC PR2012-3&4	2-29-12 AP
G	602-21712	Equitable Annuities Payable	AXA - EQUITABLE	135012	\$2.46	EQUITABLE PR2012-3&4	2-29-12 AP
G	602-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$7.51	LIFE INSURANCE PR2012-3&4	2-29-12 AP
G	602-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$552.97	HEALTH INURANCE PR2012-3&4	2-29-12 AP
G	602-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$2,231.47	PAYROLL TRANSFER PR2012-63-14-12 AP	
R	602-37270	Observation Charge	LAND O LAKES INC.	152283130	\$300.00	SEWER INVOICE JANUARY 2012	2-12 REC 12
R	602-37230	Industrial - Sewer	LAND O LAKES INC.	152283130	\$1,457.75	SEWER INVOICE JANUARY 2012	2-12 REC 12
R	602-37235	High Strength Waste	LAND O LAKES INC.	152283130	\$208.87	SEWER INVOICE JANUARY 2012	2-12 REC 12
R	602-37150	Water Connect/Reconnect Fee	RECEIPTS/MISC	85876541	\$50.00	SHARI HAUGEN-	2-12 REC 5
R	602-37150	Water Connect/Reconnect Fee	RECEIPTS/MISC	96817246	\$75.90	SHARI HAUGEN-W/S	3-12 REC 5
					\$88,217.78		

Dept

Dept 41000 General Government (GENERAL)

E	602-41000-131	Employer Paid Health			\$513.48	Labor Distribution PR2012-6	PR2012-6
E	602-41000-125	Medicare Contributions			\$45.80	Labor Distribution PR2012-6	PR2012-6
E	602-41000-122	FICA			\$195.92	Labor Distribution PR2012-6	PR2012-6
E	602-41000-125	Medicare Contributions			\$31.68	Labor Distribution PR2012-5	PR2012-5
E	602-41000-121	PERA			\$231.16	Labor Distribution PR2012-6	PR2012-6
E	602-41000-101	Full-Time Wages			\$2,184.70	Labor Distribution PR2012-5	PR2012-5
E	602-41000-121	PERA			\$158.39	Labor Distribution PR2012-5	PR2012-5
E	602-41000-122	FICA			\$135.45	Labor Distribution PR2012-5	PR2012-5
E	602-41000-101	Full-Time Wages			\$3,188.30	Labor Distribution PR2012-6	PR2012-6
E	602-41000-322	Postage	US POSTMASTER	134986	-\$24.48	VOID CHECK 134986	2-29-12 AP
E	602-41000-322	Postage	US POSTMASTER	134986	\$24.48	DEC 13-Jan 13 W?S Past Due	2-29-12 AP
E	602-41000-322	Postage	US POSTMASTER	134987	\$28.48	DEC 13-Jan 13 W?S Past Due	2-29-12 AP
E	602-41000-322	Postage	US POSTMASTER	134988	\$116.75	POSTAGE FOR FEB 2012	2-29-12 AP
E	602-41000-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$60.37	WATER/SEWER USAGE	2-29-12 AP
E	602-41000-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$428.95	WATER/SEWER USAGE	2-29-12 AP
E	602-41000-381	Electric Utilities	GOODHUE CO CO-OP ELECTRIC	134995	\$200.00	ELECTRICITY	2-29-12 AP

E	602-41000-381	Electric Utilities	GOODHUE CO CO-OP ELECTRIC	134995	\$131.00	ELECTRICITY	2-29-12 AP
E	602-41000-383	Gas Utilities	MINNESOTA ENERGY	135007	\$1,060.95	NATURAL GAS	2-29-12 AP
E	602-41000-383	Gas Utilities	MINNESOTA ENERGY	135007	\$655.69	NATURAL GAS	2-29-12 AP
E	602-41000-322	Postage	US POSTMASTER	135023	-\$29.92	VOID CK 135023 PRINTED ON	3-14-12 AP
E	602-41000-322	Postage	US POSTMASTER	135023	\$29.92	STAMPS FOR 2-2012 W/S	3-14-12 AP
E	602-41000-322	Postage	US POSTMASTER	135024	\$29.92	POSTAGE FOR 2-2012 W/S	3-14-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	ADRIANS PARTS CITY	135027	\$92.61	BATTERY CHARGER	3-15-12 AP
E	602-41000-210	Operating Supplies	BANYON DATA SYSTEMS, INC.	135035	\$1,013.07	SOFTWARE SUPPORT	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	FLEXIBLE PIPE TOOL COMPANY	135044	\$2,897.38	RODDER REPAIRS	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	FLEXIBLE PIPE TOOL COMPANY	135044	\$132.45	CONCAVE ROOT SAW BLADE	3-15-12 AP
E	602-41000-417	Uniform	G & K SERVICES	135045	\$19.49	UNIFORM SERVICES	3-15-12 AP
E	602-41000-417	Uniform	G & K SERVICES	135045	\$15.45	UNIFORM SERVICES	3-15-12 AP
E	602-41000-417	Uniform	G & K SERVICES	135045	\$15.63	UNIFORM SERVICES	3-15-12 AP
E	602-41000-417	Uniform	G & K SERVICES	135045	\$19.49	UNIFORM SERVICES	3-15-12 AP
E	602-41000-309	Gopher State One-Call Fee	GOPHER STATE ONE-CALL INC.	135051	\$2.17	LOCATES	3-15-12 AP
E	602-41000-401	Repairs/Maint Buildings	HARDWARE HANK	135054	\$7.35	CAULK GUN & LIQUID NAIL	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$83.66	PVC, PIPE CEMENT, CAULK,	3-15-12 AP
E	602-41000-401	Repairs/Maint Buildings	HARDWARE HANK	135054	-\$0.21	CONNECTOR EXCHANGE	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$4.25	J HOOKS	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$11.49	PIPING, COUPLERS	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$3.41	FUSES	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	HARDWARE HANK	135054	\$11.05	CLAMPS, COUPLERS	3-15-12 AP
E	602-41000-210	Operating Supplies	HARDWARE HANK	135054	\$21.36	TARP	3-15-12 AP
E	602-41000-210	Operating Supplies	ISLAND MARKET	135056	\$11.73	TOWELS	3-15-12 AP
E	602-41000-304	Legal Fees	KENNEDY & GRAVEN	135058	\$995.00	LEGAL	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	LAWSON PRODUCTS INC	135060	\$681.20	NUTS, BOLTS, COUPLERS,	3-15-12 AP
E	602-41000-361	General Liability Ins	LEAGUE MN CITIES INS TRUST	135061	\$144.00	AUTO INSURANCE ON 2011	3-15-12 AP
E	602-41000-439	Seminar Registration	LEAGUE OF MINNESOTA CITIES	135062	\$75.00	REGIONAL SAFETY GROUP	3-15-12 AP
E	602-41000-415	Contracted Services	NORTH SHORE ANALYTICAL, INC	135071	\$440.00	INFLUENT & EFFLUENT	3-15-12 AP
E	602-41000-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$101.75	PHONE, INTERNET	3-15-12 AP
E	602-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$112.69	PRINTER INK	3-15-12 AP
E	602-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$29.69	TAPE & ENVELOPES	3-15-12 AP
E	602-41000-201	Office Supplies	SCHMIDT-GOODMAN OFFICE	135082	\$26.49	FAX CARTRIDGE	3-15-12 AP
E	602-41000-401	Repairs/Maint Buildings	THOMPSONS GARAGE DOOR CO	135088	\$267.50	RECEIVER & REMOTE REPAIR	3-15-12 AP
E	602-41000-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$9.27	COPIER MAINTENANCE	3-15-12 AP
E	602-41000-210	Operating Supplies	USA BLUE BOOK	135094	\$24.15	CONFINED SPACE PERMITS	3-15-12 AP
E	602-41000-210	Operating Supplies	USA BLUE BOOK	135094	\$871.48	YSI 55A DO METER W/CABLE	3-15-12 AP
E	602-41000-415	Contracted Services	UTILITY CONSULTANTS, INC	135095	\$1,262.00	LAB TESTING	3-15-12 AP
E	602-41000-404	Repairs/Maint Machinery/Equip	VESSCO, INC.	135098	\$2,516.91	SERIES 320 PUMP	3-15-12 AP
E	602-41000-303	Engineering Fees	WIDSETH SMITH NOLTING & ASSOC	135101	\$94.50	ENGINEERING	3-15-12 AP
E	602-41000-381	Electric Utilities	XCEL ENERGY	135102	\$3,674.24	ELECTRICITY	3-15-12 AP
Dept 41000 General Government (GENERAL)							
Fund 602 SEWER FUND						\$25,084.69	
Fund 603 EVERGREEN PLACE						\$113,302.47	
Dept							
R	603-32801	Assisted Living Apartments	PINE HAVEN	135073	\$172.00	EP MANAGEMENT	3-15-12 AP
Dept							
Dept 41000 General Government (GENERAL)							
E	603-41000-422	Management	PINE HAVEN	135073	\$3,570.83	EP MANAGEMENT	3-15-12 AP
E	603-41000-620	Fiscal Agent s Fees	US BANK	135093	\$431.25	PAYING AGENT FEES &	3-15-12 AP
Dept 41000 General Government (GENERAL)						\$4,002.08	
Dept 48040 Maintenance							
E	603-48040-382	Water/Sewer Utilities	CITY OF PINE ISLAND	134992	\$215.21	WATER/SEWER USAGE	2-29-12 AP
E	603-48040-401	Repairs/Maint Buildings	COUNTRY CARPETS	134993	\$580.00	TILING OF ROOM 108	2-29-12 AP

E	603-48040-383	Gas Utilities	MINNESOTA ENERGY	135007	\$1,174.96	NATURAL GAS	2-29-12 AP
E	603-48040-404	Repairs/Maint Machinery/Equip	BUSBY HARDWARE & FURNITURE	135020	\$479.00	RANGE FOR EVERGREEN	3-14-12 AP
E	603-48040-401	Repairs/Maint Buildings	DON HOLST CLEANING SERVICE	135041	\$320.00	SHAMPOO CARPETS AT	3-15-12 AP
E	603-48040-401	Repairs/Maint Buildings	JASPERSON PAINTING	135057	\$210.00	REPAIR CEILING IN EP APT 104	3-15-12 AP
E	603-48040-401	Repairs/Maint Buildings	MN DEPT OF LABOR & INDUSTRY	135065	\$100.00	ELEVATOR OPERATING PERMIT	3-15-12 AP
E	603-48040-851	Cable	PINE ISLAND TELEPHONE COMPANY	135075	\$358.78	CABLE	3-15-12 AP
E	603-48040-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$262.24	PHONE	3-15-12 AP
E	603-48040-841	Maintenance/Service Contract	PLUNKETT S PEST CONTROL, INC	135076	\$48.91	PEST CONTROL	3-15-12 AP
E	603-48040-841	Maintenance/Service Contract	SCHUMACHER ELEVATOR CO	135083	\$206.12	ELEVATOR MAINTENANCE	3-15-12 AP
E	603-48040-841	Maintenance/Service Contract	SCHUMACHER ELEVATOR CO	135083	\$206.12	ELEVATOR MAINTENANCE	3-15-12 AP
E	603-48040-210	Operating Supplies	TRI-STATE BUSINESS MACHINES	135091	\$10.60	COPIER MAINTENANCE	3-15-12 AP
E	603-48040-384	Refuse/Garbage Disposal	VEOLIA ENVIRONMENTAL SERVICES	135097	\$320.62	TRASH SERVICE	3-15-12 AP
E	603-48040-381	Electric Utilities	XCEL ENERGY	135102	\$944.59	ELECTRICITY	3-15-12 AP
Dept 48040 Maintenance					\$5,437.15		
Fund 603 EVERGREEN PLACE					\$9,611.23		
Fund 604 CEMETERY							
Dept							
R	604-37001	Burial Fees	PINE ISLAND CEMETERY		\$580.00	BURIAL FOR BARB KENNEDY	2-12 REC 12
R	604-37001	Burial Fees	PINE ISLAND CEMETERY		\$580.00	BURIAL FOR BARB KENNEDY	2-12 REC 12
R	604-36210	Interest Earnings	PINE ISLAND BANK	088342	\$36.30	INTEREST ON CEMETERY CD	2-12 REC 1
Dept					\$1,196.30		
Dept 41000 General Government (GENERAL)							
E	604-41000-705	Burial Openings	STILLER DIVERSIFIED SERVICES	135087	\$775.00	BURIALS	3-15-12 AP
Dept 41000 General Government (GENERAL)					\$775.00		
Fund 604 CEMETERY					\$1,971.30		
Fund 871 DEPUTY REGISTRAR FUND							
Dept							
G	871-21702	State Withholding Payable			-\$86.57	Labor Distribution PR2012-5	PR2012-5
G	871-21720	Health Savings Account			-\$225.84	Labor Distribution PR2012-6	PR2012-6
G	871-21703	FICA Tax Payable			-\$154.27	Labor Distribution PR2012-6	PR2012-6
G	871-21702	State Withholding Payable			-\$81.54	Labor Distribution PR2012-6	PR2012-6
G	871-21713	Dental Insurance			-\$27.55	Labor Distribution PR2012-6	PR2012-6
G	871-21701	Federal Withholding Payable			-\$262.53	Labor Distribution PR2012-6	PR2012-6
G	871-21706	Medical Ins Premium Payable			-\$371.50	Labor Distribution PR2012-6	PR2012-6
G	871-21705	Medicare Payable			-\$43.02	Labor Distribution PR2012-6	PR2012-6
G	871-21709	Life Insurance Payable			-\$2.50	Labor Distribution PR2012-6	PR2012-6
G	871-21701	Federal Withholding Payable			-\$276.66	Labor Distribution PR2012-5	PR2012-5
G	871-10102	Cash - Sterling State			-\$956.94	Labor Distribution PR2012-6	PR2012-6
G	871-21703	FICA Tax Payable			-\$164.07	Labor Distribution PR2012-5	PR2012-5
G	871-21704	PERA Withholding Payable			-\$212.98	Labor Distribution PR2012-5	PR2012-5
G	871-21705	Medicare Payable			-\$45.76	Labor Distribution PR2012-5	PR2012-5
G	871-21704	PERA Withholding Payable			-\$212.98	Labor Distribution PR2012-6	PR2012-6
G	871-10102	Cash - Sterling State			-\$1,026.63	Labor Distribution PR2012-5	PR2012-5
G	871-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002695	\$276.66	FEDERAL TAXES PR2012-5	2-29-12 AP
G	871-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002695	\$45.76	FEDERAL TAXES PR2012-5	2-29-12 AP
G	871-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002695	\$164.07	FEDERAL TAXES PR2012-5	2-29-12 AP
G	871-21702	State Withholding Payable	MN DEPT OF REVENUE	002696	\$86.57	MN WITHHOLDING PR2012-5	2-29-12 AP
G	871-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002697	\$212.98	PERA PR2012-5	2-29-12 AP
G	871-21705	Medicare Payable	INTERNAL REVENUE SERVICE	002698	\$43.02	FED TAXES PR2012-6	3-14-12 AP
G	871-21703	FICA Tax Payable	INTERNAL REVENUE SERVICE	002698	\$154.27	FED TAXES PR2012-6	3-14-12 AP
G	871-21701	Federal Withholding Payable	INTERNAL REVENUE SERVICE	002698	\$262.53	FED TAXES PR2012-6	3-14-12 AP
G	871-21704	PERA Withholding Payable	PUBLIC EMPLOYEES RETIREMENT	002699	\$212.98	PERA PR2012-6	3-14-12 AP
G	871-21702	State Withholding Payable	MN DEPT OF REVENUE	002700	\$81.54	MN WITHHOLDING PR2012-6	3-14-12 AP

G	871-10102	Cash - Sterling State	STERLING STATE BANK	135009	\$1,026.63	PAYROLL TRANSFER PR2012-52-29-12 AP	
G	871-21709	Life Insurance Payable	DEARBORN NATIONAL	135014	\$5.00	LIFE INSURANCE PR2012-3&4 2-29-12 AP	
G	871-21706	Medical Ins Premium Payable	HEALTHPARTNERS	135015	\$743.00	HEALTH INURANCE PR2012-3&4 2-29-12 AP	
G	871-10102	Cash - Sterling State	STERLING STATE BANK	135025	\$956.94	PAYROLL TRANSFER PR2012-63-14-12 AP	
					\$120.61		
Dept							
Dept 41000 General Government (GENERAL)							
E	871-41000-131	Employer Paid Health			\$533.21	Labor Distribution PR2012-6	PR2012-6
E	871-41000-125	Medicare Contributions			\$21.51	Labor Distribution PR2012-6	PR2012-6
E	871-41000-122	FICA			\$91.97	Labor Distribution PR2012-6	PR2012-6
E	871-41000-121	PERA			\$114.38	Labor Distribution PR2012-5	PR2012-5
E	871-41000-122	FICA			\$97.81	Labor Distribution PR2012-5	PR2012-5
E	871-41000-125	Medicare Contributions			\$22.88	Labor Distribution PR2012-5	PR2012-5
E	871-41000-121	PERA			\$114.38	Labor Distribution PR2012-6	PR2012-6
E	871-41000-102	Part-time Wages			\$1,577.60	Labor Distribution PR2012-6	PR2012-6
E	871-41000-102	Part-time Wages			\$1,577.60	Labor Distribution PR2012-5	PR2012-5
E	871-41000-321	Telephone	OFFICE OF ENTERPRISE TECHNOLOG	135002	\$5.06	LONG DISTANCE PHONE	2-29-12 AP
E	871-41000-383	Gas Utilities	MINNESOTA ENERGY	135007	\$73.37	NATURAL GAS	2-29-12 AP
E	871-41000-321	Telephone	PINE ISLAND TELEPHONE COMPANY	135075	\$40.99	PHONE	3-15-12 AP
E	871-41000-201	Office Supplies	TRI-STATE BUSINESS MACHINES	135091	\$19.47	COPIER MAINTENANCE	3-15-12 AP
E	871-41000-381	Electric Utilities	XCEL ENERGY	135102	\$55.14	ELECTRICITY	3-15-12 AP
					\$4,345.37		
					\$4,465.98		
					\$471,798.06		
Dept 41000 General Government (GENERAL)							
Fund 871 DEPUTY REGISTRAR FUND							

Van Horn Public Library

115 3rd St SE, Pine Island, MN 55963

Phone: 507-356-8558 email: mkhansen@selco.info

February - March News

- Our Youth Advisory Council continues to meet twice a month. At our meeting on February 28, the Council decided to create a Facebook page that will promote the library to middle and high schoolers. The group also voted to repurpose the downstairs entryway as a dedicated teen space and is working on collecting donations of beanbag chairs. In March, we will be meeting on March 13 and March 27.
- On February 29, we cosponsored an event with the Pine Island Area Historical Society. Local author, speaker, and historian Mike Eckers spoke to participants about Minnesota's role in the Civil War (including the Second Minnesota Volunteer Infantry from Dodge County). Approximately 25 people attended this event.
- Our annual adult winter reading program, Hot Reads for Cold Nights, concluded on March 2. 30 people participated in Book Bingo, and 15 of those completed every activity on the bingo card to earn a "black out."
- We have begun the process to negotiate a new funding contract with Goodhue County. I met with other Goodhue County library directors on February 22 to begin forming a plan and team for discussions with the Commissioners. Our goal is to negotiate a 3 year contract with a \$60,000 increase each year of the contract. A second meeting is being scheduled for late March.

February Statistics

Revenue

\$2001.15 in grants from local governments (Dodge County),
\$31.95 in copies, \$31.60 in booksale, and \$279.05 in fines

Circulation Stats

5038 items were checked out at Van Horn in February 2012

PI City borrowers: 53%

Olmsted County: 25%

Dodge County: 9%

Goodhue County: 8%

E-Book & E-Audiobook Download Stats

Total Downloads = 119 (a 410% increase over February 2011)

Other E-books = 78

Kindle E-books = 30

E-Audiobooks = 11

Interlibrary Loans – ILL/Reserves

Borrowed 579 items & loaned out 727 items to other libraries in the region & state

City of Pine Island
Department of Public Works
Report for City Council – March 2012

Street Department Projects

Sanitary sewer inspection and maintenance
Equipment services
Gopher State one calls
Equipment repairs and maintenance
Repaired snowplow equipment
Rebuilding of Park trailer
Clearing trees west of WWTP
Water main repair at 4th and main NW
Plowing and sanding as needed
Acquiring bids for new Ranger
Patching potholes
Continuing to clear undergrowth from area west of WWTP.

WWTP Projects

Maintenance and cleaning of plant.
Bids beginning to come in for acid floor
We installed new acid pump which is running well.
XCEL energy currently has great rebates on VFD pumps. We are checking into upgrading 2 pumps at the WWTF as well as 2 of our lift stations and well # 3
Jasper engineering repaired the Well #3 meter and installed it again. Working well.
Training all employees to acknowledge alarms and to respond to the problem area and take appropriate steps to correct the problem.
Acquiring bids for new bar screen system

Equipment Issues

Sweeper is down for repairs
Replace 1970 Sewer Jetter when feasible (age, lack of parts and needs vac combo for new plastic sewer lines)
Service required on rails at lift station # 2
Service required on rails on the mixer digester at WWTP
Service required on bar screen in the bar screen building
Replace 1993 GMC Plow truck. This plow truck has been giving us problems all winter. It needs to be replaced now. Recommend we begin this process soon. If we had a big storm we would be in trouble.

Director Mark Swarthout

PINE ISLAND FIRE & RESCUE

MARCH 2 , 2012

Fire Department

- A. Chief Britt Bjugan calls meeting to order
 - 1. Roll call used from relief meeting
- B. Secretary Ben Hermann reads minutes from prior meeting, no additions or corrections.
- C. **Correspondance**-None
- D. **Officer Reports-**
 - 1. **Fire & Rescue Training-** Hitchcock & Mathison
 - a. Mankato school. March 3 &4
 - b. Storm Spotter-March 12 & 14 Roch & Zumbrota
 - c. Physicals & agility test, March 14th. Make-up March 20 in Plainview
 - d. Ice Rescue recap by Strande of the training he and Pocklington attended.
 - 2. **EMS-** Ostrum
 - a. EMS conference in Roch March 8-10
 - b. Consortium March 15 7pm. Mandatory. Airway.
 - c. First responder in Red Wing starts April 2.
 - d. CPR recap, Eickhoff.
 - 3. **Apparatus-** Pocklington & Hoffman
 - a. 581 new valves due to new taker issues.
 - b. 588 still working on corrosion issues
 - c. Opticon installed on all trucks. City & MNODT paid for parts, we took the labor.
 - d. Rochester Fire getting rid of tankers, we maybe called for mutual aid.
- E. **Committee-**
 - 1. **Grants-** Miler & Engel
 - a. Utility rebate possible.
 - 2. **SOG**
 - a. Meeting March 8 @7pm
- F. **Old Business-**
 - 1. **Computer Bids-**
 - a. Went with lower bid, Island Computer was out of town needed to get it done, virus'.
 - b. Should be complete by end of weekend.
 - 2. **Membership Status-** All are currently good.
- G. **New Business-**
 - 1. **New Members-**
 - a. Interviews were Saturday.
 - b. Putting on four new members
 - 2. **Communications-**
 - a. New text in program
 - b. Bjugan & Eickhoff found out about it at chiefs meeting in Stewy.
 - 3. **Misc-**
 - a. Cutting back on clothing, way too much money spent in the last years
 - b. Post prom will be selling pizzas here on March 10th
 - c. ECFE tricycle race will take place here on March 22nd 4-8pm
 - d. Open meeting sign up with Bjugan & Eickhoff March 24th
- H. **Adjournment- Motion by Strande 2nd by Engel**