


City of Menahga
Special City Council Meeting
June 1, 2017, 10 am

Menahga City Council Chambers
115 2nd Street NE, Menahga

www.cityofmenahga.com





Mayor Patrick Foss
Vice Mayor Craig Lawrey
Council Member Tim Ellingson
Council Member Dennis Komulainen
Council Member Maxine McNeese

City of Menahga
Special City Council Meeting
10 am Thursday, June 1, 2017
City Council Chambers
115 2nd Street NE
www.cityofmenahga.com

The Menahga City Council will hold a special meeting on Thursday, June 1, at 10 am. The purpose of the meeting is to discuss City activities and projects.

Special Meeting Topics (note the Council may discuss other items):

- Liquor Licenses..... Page 7
- Liquor Store Personnel Changes..... Page 11
- Menahga Development Corporation..... Page 13
- Seasonal Sites Page 39
- Revolving Loan Fund..... Page 47
- Miscellaneous Items..... Page 53





To: Mayor and Council Members
From: Janette Bower, City Administrator
Re: Liquor Licenses
Date: May 31, 2017

JJB

The City received a request from Cindy Peterson of Wild Walleye for a restaurant liquor license. Ms. Peterson informed me she had no intention of serving alcohol in her restaurant but needed the license to obtain a caterer's license for use outside the City. Because Ms. Peterson's restaurant is within the City of Menahga, she must first obtain a license from the City before obtaining a catering license in the municipality she will be offering her services.

Minnesota Statute 340A.601 Subdivision 5 prohibits any city from issuing licenses until a special election is held and the voters have authorized the municipality to issue licenses.

The City has not held a special election and is not authorized by the voters to issue any type of license other than a club (VFW, American Legion, etc.) license.

Minnesota Statute 340A.601 Subdivision 5 states:

Subdivision 5. Issuance of licenses to private persons.

A city owning and operating a municipal liquor store may issue on-sale liquor licenses to hotels, clubs, and restaurants. A city issuing on-sale licenses under this subdivision may continue to operate the municipal liquor store or may resume operation of a municipal liquor store previously discontinued.

The number of on-sale licenses issued under this section by a city is governed by section 340A.413. (Listed below)

A city **may not** issue licenses under this section, other than a license issued to a club under section 340A.404, subdivision 1, clause (4) (Listed below), **until authorized by the voters** of the city voting on the question at a **special election** called for that person.

Menahga Municipal Code prohibits the issuance of additional licenses as well and refers back to Minnesota Statute 340A.

Menahga Municipal Code states:

111.15 STATE LAW ADOPTED BY REFERENCE.

The provisions of M.S. Chapter 340A, as it may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale and all other matters pertaining to the retail sale, distribution and consumption of intoxicating liquor in or by a Municipal Liquor Dispensary are adopted and made a part of this subchapter as if set out in full.

111.16 DISPENSARY ESTABLISHED.

- (A) There is hereby established the Municipal Liquor Dispensary for the on- and off-sale of intoxicating liquor. **No liquor may be sold at retail elsewhere in the city or by anyone not employed in the Dispensary.**
- (B) No person shall consume liquor in a public park, on a public street or in any public place other than the Dispensary or in an establishment where the consumption and display of liquor is lawfully permitted.

The City Council may, if it wishes, hold a special election to address the issue. To do so, the council must pass a motion directing the election be held. There are notification timeframes in State Statute which must be met prior to the election. One is a 74 day notice to the County Auditor and Secretary of State before the election can be held.

In addition to holding a special election, the Menahga Municipal Code must be amended to allow the additional licenses.

References to Minnesota Statute:

340A.413 RESTRICTIONS ON NUMBER OF INTOXICATING LIQUOR LICENSES THAT MAY BE ISSUED.

Subdivision 1. **On-sale licenses.** No on-sale intoxicating liquor license may be issued in any city except as provided in this section in excess of the following limits:

- (1) in cities of the first class, one license for every 1,500 population, up to 200 licenses;
- (2) in cities of the second class, not more than 18 licenses plus one for every 2,500 population over 45,000;
- (3) in cities of the third class, not more than 12 licenses;
- (4) in cities of the fourth class, including cities whose acts of incorporation were repealed by Laws 1973, chapter 123, article V, section 5, not more than seven licenses;
- (5) in statutory cities of 5,000 to 10,000 population, not more than six licenses;
- (6) in statutory cities of 2,500 to 5,000 population, not more than five licenses;
- (7) in statutory cities of 500 to 2,500 population, not more than four licenses; and
- (8) in statutory cities under 500 population, not more than three licenses.

Subd. 2. **Additional on-sale licenses permitted for cities in St. Louis County.**

For cities in St. Louis County no on-sale liquor license may be issued in excess of the following limits, without the approval of the commissioner:

- (1) in cities of the third class, not more than 15 licenses;
- (2) in cities of the fourth class, not more than nine licenses; and
- (3) in statutory cities of 2,500 to 5,000 population, not more than six licenses.

Subd. 3. **Referendum for additional on-sale licenses.**

(a) The governing body of a city may issue on-sale intoxicating liquor licenses over the number permitted under subdivision 1 when authorized by the voters of the city at a general or special election.

(b) The governing body may direct that either of the following questions be placed on the ballot:

(1) "Shall the city council be allowed to issue 'on-sale' licenses for the sale of intoxicating liquor at retail in excess of the number permitted by law?

Yes

No "

(2) "Shall the city council be allowed to issue (a number to be determined by the governing body) 'on-sale' licenses for the sale of intoxicating liquor at retail in excess of the number now permitted by law?

Yes

No "

(c) If a majority of voters voting on the question in clause (1) vote yes, the governing body may issue an unlimited number of on-sale licenses. If a majority of voters voting on the question in clause (2) vote yes, the governing body may issue additional on-sale licenses in the number stated in the question.

Subd. 4. **Exclusions from license limits.**

On-sale intoxicating liquor licenses may be issued to the following entities by a city, in addition to the number authorized by this section:

- (1) clubs, or congressionally chartered veterans organizations;

- (2) restaurants;
- (3) establishments that are issued licenses to sell wine under section [340A.404, subdivision 5](#);
- (4) theaters that are issued licenses under section [340A.404](#);
- (5) hotels; and
- (6) bowling centers.

Subd. 5. Off-sale licenses.

No off-sale intoxicating liquor license may be issued in any city, except as provided in this section, in excess of the following limits:

- (1) in cities of the first class, not more than one off-sale license for each 5,000 population; and
- (2) in all other cities the limit shall be determined by the governing body of the city.

Subd. 6. Area that has been annexed or consolidated.

A license validly issued within the number prescribed in this section is not rendered invalid or illegal by reason of the consolidation or annexation of territory to a city and may continue to remain in effect and be renewed, except that the limitations as to ownership under section [340A.412, subdivision 2](#).

340A.404 INTOXICATING LIQUOR; ON-SALE LICENSES.

Subdivision 1. Cities.

- (a) A city may issue an on-sale intoxicating liquor license to the following establishments located within its jurisdiction:
 - (1) hotels;
 - (2) restaurants;
 - (3) bowling centers;
 - (4) clubs or congressionally chartered veterans organizations with the approval of the commissioner, provided that the organization has been in existence for at least three years and liquor sales will only be to members and bona fide guests, except that a club may permit the general public to participate in a wine tasting conducted at the club under section [340A.419](#);
 - (5) sports facilities, restaurants, clubs, or bars located on land owned or leased by the Minnesota Sports Facilities Authority;
 - (6) sports facilities located on land owned by the Metropolitan Sports Commission; and
 - (7) exclusive liquor stores.



To: Mayor and Council Members
 From: Janette Bower, City Administrator
 Re: Full-time Liquor Store Positions
 Date: May 31, 2017

The Liquor Store continues to see a high rate of turnover in part-time employees. It has been difficult to recruit new employees as well.

A possible solution to this issue is to create two full-time positions, eliminating the need for two part-time positions. The Liquor Store will retain one regular part-time position, along with one on-call part-time position.

There is a budgetary impact. For 2017, the approximate amount is as follows. Please note these amounts are based on existing employee wages and approximate benefits.

Employee	Existing Budget	Increased Budget	Increased Amount
Employee 1	\$ 24,000	\$ 31,500	\$ 7,500
Employee 2	\$ <u>5,000</u>	\$ <u>27,500</u>	\$ <u>22,500</u>
Total:	\$ 29,000	\$ 59,000	\$ 30,000

The Liquor Store operates as an Enterprise Fund. The taxpayer levy is not affected by the Liquor Store fund, other than the yearly transfer. It is not anticipated that the yearly transfer will be affected. It is expected that the increase would be funded by Liquor Store revenues.

If the council wishes to create these two positions, a motion is in order. If the motion is passed, a resolution amending the budget, along with an action memorandum moving two of the part-time employees to full-time will be on the June 12, agenda.

City of Menahga
"The Gateway to the Pines"

115 2nd Street NE
PO Box C
Menahga, MN 56464
218-564-4557
www.cityofmenahga.com



To: Mayor and Council Members
From: Janette Bower, City Administrator
Re: Menahga Development Corporation Project
Date: May 31, 2017

The Menahga Development Corporation (MDC) has approached the City regarding development of their property known as MDC 7th Addition. The project seeks to fill a need for additional housing in Menahga. Please note representatives from MDC will be in attendance at the June 1, meeting to explain the project.

MDC will develop the property but in order for the project to move forward, water and sewer must be installed. The approximate cost for these services is \$1,000,000. MDC does not have the funds to pay for the services and requests the City consider bonding for the project.

I've attached the preliminary information from Ehlers regarding bonding and the assessment amount for each lot.

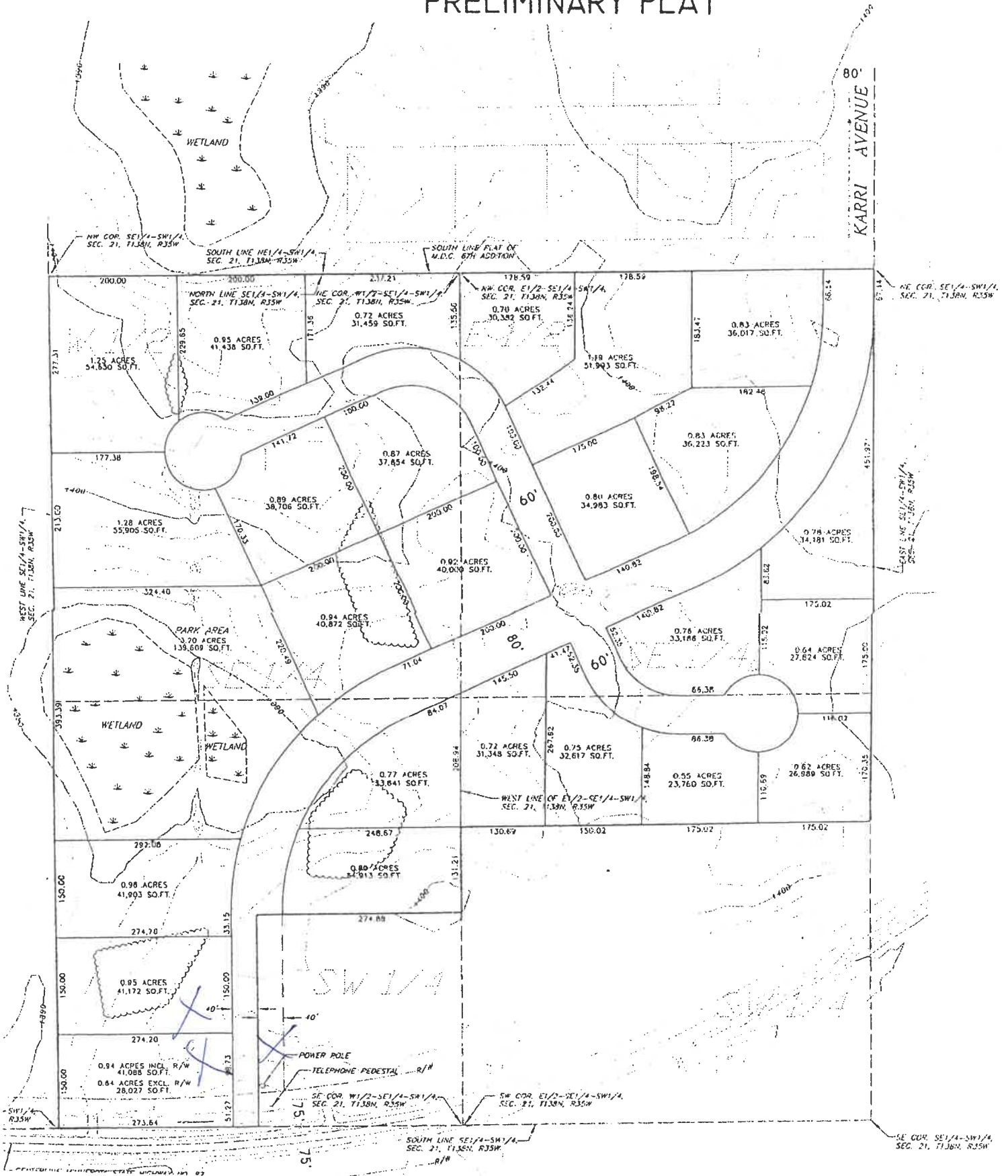
A previous City concern was the possibility that the property was developed and defaulted on. To help with these concerns, Chris Thorson of Ulteig, suggested a Development Agreement. The Agreement has been successfully used in other Minnesota communities.

Attachments:

- MDC 7th Addition Map
- Preliminary Conceptual Housing
- Bond Information
- Sample Development Agreement

M.D.C. 7TH ADDITION

PRELIMINARY PLAT



25 Lots



[Click Here to Mirror Reverse Image](#)
COOLhouseplans.com Plan ID: chp-16068
Order Code: C101

Use this **COOL Printer-Friendly Page** to print a summary of information about this house plan.
You can **ORDER** this house plan now using our website or call **1-800-482-0464**. In Canada, call 1-800-361-7526.

Pull down the "File Menu" then click on the "Print" option or [Click Here To Print This Page](#).

Multiplex Plan Specifications

Number of Bedrooms: 3
Number of Bathrooms: 2.5
Width of House: 88 feet
Depth of House: 46 feet
Total Living Area: 5888 sq. ft.
Does not include Garage, Covered Porch, Deck, Patio, Storage square footage, Etc.
Garage Size: 1 car
1st Floor Ceiling Height:: 9'0

Foundation Type(s) available for this plan: Slab

Style of House: Traditional
Exterior Finish: Brick
Exterior Wall Structure: 2x6 studs
Roof Framing: Stick
Primary Roof Pitch: 5:12
Roof Peak: 23 feet
from Front Door Floor Level

Pricing Information

8 Sets of Blueprints: \$2,520.00
Reproducible Set: \$2,520.00
A Materials List is **NOT** available for this particular COOL House Plan.
Readable Reverse: \$265.00
extra per order
All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days. Not Available for Review Sets.
Mirror Reverse: \$0.00 per order
Additional Sets: \$100.00

Specifications/Pricing for COOLhouseplans.com Plan ID: chp-16068, Order Code: C101
To Order call 1-800-482-0464
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City of Menahga, Minnesota

\$1,050,000 G.O. Water and Sewer Improvement Bonds, Series 2017
Assumes Current Market BQ "A" Rates plus 25bps

Sources & Uses

Dated 07/01/2017 | Delivered 07/01/2017

Sources Of Funds

Par Amount of Bonds	\$1,050,000.00
Total Sources	\$1,050,000.00

Uses Of Funds

Total Underwriter's Discount (1.200%)	12,600.00
Costs of Issuance	34,000.00
Deposit to Project Construction Fund	1,000,000.00
Rounding Amount	3,400.00
Total Uses	\$1,050,000.00

City of Menahga, Minnesota

\$1,050,000 G.O. Water and Sewer Improvement Bonds, Series 2017

Assumes Current Market BQ "A" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
07/01/2017	-	-	-	-	-
08/01/2018	-	-	29,087.50	29,087.50	-
02/01/2019	45,000.00	1.450%	13,425.00	58,425.00	87,512.50
08/01/2019	-	-	13,098.75	13,098.75	-
02/01/2020	60,000.00	1.600%	13,098.75	73,098.75	86,197.50
08/01/2020	-	-	12,618.75	12,618.75	-
02/01/2021	65,000.00	1.750%	12,618.75	77,618.75	90,237.50
08/01/2021	-	-	12,050.00	12,050.00	-
02/01/2022	65,000.00	1.950%	12,050.00	77,050.00	89,100.00
08/01/2022	-	-	11,416.25	11,416.25	-
02/01/2023	65,000.00	2.100%	11,416.25	76,416.25	87,832.50
08/01/2023	-	-	10,733.75	10,733.75	-
02/01/2024	65,000.00	2.250%	10,733.75	75,733.75	86,467.50
08/01/2024	-	-	10,002.50	10,002.50	-
02/01/2025	70,000.00	2.400%	10,002.50	80,002.50	90,005.00
08/01/2025	-	-	9,162.50	9,162.50	-
02/01/2026	70,000.00	2.500%	9,162.50	79,162.50	88,325.00
08/01/2026	-	-	8,287.50	8,287.50	-
02/01/2027	70,000.00	2.650%	8,287.50	78,287.50	86,575.00
08/01/2027	-	-	7,360.00	7,360.00	-
02/01/2028	75,000.00	2.800%	7,360.00	82,360.00	89,720.00
08/01/2028	-	-	6,310.00	6,310.00	-
02/01/2029	75,000.00	2.950%	6,310.00	81,310.00	87,620.00
08/01/2029	-	-	5,203.75	5,203.75	-
02/01/2030	80,000.00	3.050%	5,203.75	85,203.75	90,407.50
08/01/2030	-	-	3,983.75	3,983.75	-
02/01/2031	80,000.00	3.150%	3,983.75	83,983.75	87,967.50
08/01/2031	-	-	2,723.75	2,723.75	-
02/01/2032	80,000.00	3.250%	2,723.75	82,723.75	85,447.50
08/01/2032	-	-	1,423.75	1,423.75	-
02/01/2033	85,000.00	3.350%	1,423.75	86,423.75	87,847.50
Total	\$1,050,000.00	-	\$271,262.50	\$1,321,262.50	-

Yield Statistics

Bond Year Dollars	\$9,597.50
Average Life	9.140 Years
Average Coupon	2.8263871%
Net Interest Cost (NIC)	2.9576713%
True Interest Cost (TIC)	2.9539891%
Bond Yield for Arbitrage Purposes	2.8006580%
All Inclusive Cost (AIC)	3.3806789%

IRS Form 8038

Net Interest Cost	2.8263871%
Weighted Average Maturity	9.140 Years

City of Menahga, Minnesota

\$1,050,000 G.O. Water and Sewer Improvement Bonds, Series 2017

Assumes Current Market BQ "A" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	-	-	-	-	-	-
02/01/2019	45,000.00	1.450%	42,512.50	87,512.50	87,512.50	91,888.13	100,817.80	(8,929.68)
02/01/2020	60,000.00	1.600%	26,197.50	86,197.50	86,197.50	90,507.38	100,817.80	(10,310.43)
02/01/2021	65,000.00	1.750%	25,237.50	90,237.50	90,237.50	94,749.38	100,817.80	(6,068.43)
02/01/2022	65,000.00	1.950%	24,100.00	89,100.00	89,100.00	93,555.00	100,817.80	(7,262.80)
02/01/2023	65,000.00	2.100%	22,832.50	87,832.50	87,832.50	92,224.13	100,817.81	(8,593.69)
02/01/2024	65,000.00	2.250%	21,467.50	86,467.50	86,467.50	90,790.88	100,817.81	(10,026.94)
02/01/2025	70,000.00	2.400%	20,005.00	90,005.00	90,005.00	94,505.25	100,817.80	(6,312.55)
02/01/2026	70,000.00	2.500%	18,325.00	88,325.00	88,325.00	92,741.25	100,817.81	(8,076.56)
02/01/2027	70,000.00	2.650%	16,575.00	86,575.00	86,575.00	90,903.75	100,817.80	(9,914.05)
02/01/2028	75,000.00	2.800%	14,720.00	89,720.00	89,720.00	94,206.00	100,817.81	(6,611.81)
02/01/2029	75,000.00	2.950%	12,620.00	87,620.00	87,620.00	92,001.00	100,817.80	(8,816.80)
02/01/2030	80,000.00	3.050%	10,407.50	90,407.50	90,407.50	94,927.88	100,817.81	(5,889.94)
02/01/2031	80,000.00	3.150%	7,967.50	87,967.50	87,967.50	92,365.88	100,817.80	(8,451.93)
02/01/2032	80,000.00	3.250%	5,447.50	85,447.50	85,447.50	89,719.88	100,817.81	(11,097.94)
02/01/2033	85,000.00	3.350%	2,847.50	87,847.50	87,847.50	92,239.88	100,817.80	(8,577.93)
Total	\$1,050,000.00	-	\$271,262.50	\$1,321,262.50	\$1,321,262.50	\$1,387,325.63	\$1,512,267.06	(124,941.43)

Significant Dates

Dated	7/01/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$9,597.50
Average Life	9.140 Years
Average Coupon	2.8263871%
Net Interest Cost (NIC)	2.9576713%
True Interest Cost (TIC)	2.9539891%
Bond Yield for Arbitrage Purposes	2.8006580%
All Inclusive Cost (AIC)	3.3806789%

Series 2017 GO Wat & Sewe | SINGLE PURPOSE | 5/18/2017 | 9:10 AM



City of Menahga, Minnesota

\$1,050,000 G.O. Water and Sewer Improvement Bonds, Series 2017

Assessments - 100% Assessed

2.0% over TIC - Equal P&I

Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2018	48,842.80	4.950%	51,975.00	100,817.80
12/31/2019	51,260.52	4.950%	49,557.28	100,817.80
12/31/2020	53,797.92	4.950%	47,019.88	100,817.80
12/31/2021	56,460.92	4.950%	44,356.88	100,817.80
12/31/2022	59,255.73	4.950%	41,562.08	100,817.81
12/31/2023	62,188.89	4.950%	38,628.92	100,817.81
12/31/2024	65,267.24	4.950%	35,550.56	100,817.80
12/31/2025	68,497.97	4.950%	32,319.84	100,817.81
12/31/2026	71,888.62	4.950%	28,929.18	100,817.80
12/31/2027	75,447.11	4.950%	25,370.70	100,817.81
12/31/2028	79,181.74	4.950%	21,636.06	100,817.80
12/31/2029	83,101.23	4.950%	17,716.58	100,817.81
12/31/2030	87,214.74	4.950%	13,603.06	100,817.80
12/31/2031	91,531.87	4.950%	9,285.94	100,817.81
12/31/2032	96,062.70	4.950%	4,755.10	100,817.80
Total	\$1,050,000.00	-	\$462,267.06	\$1,512,267.06

Significant Dates

Filing Date	1/01/2018
First Payment Date	12/31/2018

Assessments by Property

Number of Lots/Properties	25
Total Principal Assessments per Lot/Property	42,000.00
Total Payment per Lot/Property per Year	4,032.71



_____ **Addition**

(Lots 1-xx, Block 1, Lots 1-xx, Block 2 and Lots 1-xx, Block 3)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into this _____ day of May, 2017, by and between the City of Menahga, a municipal corporation and political subdivision in the State of Minnesota, hereinafter referred to as “City” and, _____ LLC, A Minnesota Limited Liability Company having its registered office in Menahga, Minnesota, hereinafter referred to as “Developer.”

Recitals. City and Developer agree that this Agreement is made in accordance with the following recitals:

- a) Developer is the owner, in fee simple, of all right, title and interest in certain real property legally described on Exhibit “A” (the “Property”).
- b) Developer has requested approval from City for the installation of public improvements in _____ Addition, as evidenced by the petition for improvements attached as Exhibit “B,” and for the financing of those public improvements to be accomplished through the assessment process of Minnesota Statutes Chapter 429, and the City is desirous of granting said request subject to the

terms, conditions and limitations hereinafter set forth in this Agreement.

- c) As a condition of the approval of the installations of the public improvements and the assessment of development costs, the City requires that the Developer enters into this Agreement.
- d) For and in consideration of the parties adhering to their respective obligations, covenants and undertakings herein contained, and other good and valuable consideration being provided by and between the parties, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree to enter into this Agreement and to cooperate one with the other in the performance of the terms and conditions thereof.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Public Improvements. Public utility and street improvements have been petitioned for by the Developer, with a public hearing, as outlined in the feasibility study dated _____, 2017, prepared by Ulteig Engineers, Inc., city engineers for the City of Menahga. The Developer wishes to provide improvements to the following Lots in _____ Addition: Lots 1-xx, Block 1, Lots 1-xx, Block 2 and Lots 1-xx, Block 3 in _____ Addition and over other properties lying within _____ Addition. The lots for and upon which improvements have been requested are for construction in the year 2017. The entire cost of the public improvements shall be assessed against the Property identified on Exhibit A based upon the benefits received without regard to cash variation.

The parties agree that the Developer shall arrange for and be fully responsible for the

costs associated with the installation of all electrical, gas and telecommunications utilities necessary to serve the developed lots.

The City and Developer agree that the Developer shall provide adequate and sufficient protection to the City to insure that the costs of city utilities and street improvements as requested by the Developer under this Agreement are paid for as follows:

- a) The Developer agrees to provide, as a condition precedent to an award by the City for bids for utility and street improvements, a guarantee that the payment of taxes and specials assessments will be kept current on every lot until the lot has been developed. For purposes of this Agreement, the term “developed” means that a structure for which a building permit has been issued by the City has been constructed on the lot and a Certificate of Occupancy is issued by the City.
- b) The Developer will secure and provide an irrevocable bank "Letter of Credit" drawn on a financial institution (the “Lender”) acceptable to the City in an amount equal to not less than twenty-five percent (25%) of the City’s cost for the installation of the public improvements based upon the amount of the awarded bid and projected assessments on the benefitted properties as petitioned by the Developer, as calculated by the City Engineer and agreed to by Developer. In the event that the Developer fails to make any scheduled assessment payment including penalties, the City shall have the right to draw down funds on the bank Letter of Credit, after providing the Developer with written notice of such default and failure by Developer to make payment within fifteen (15) days after receipt of such

notice from City. Following failure by Developer to make such payment after written notice, the City may draw upon the Letter to Credit to pay any unpaid special assessments payments, but may draw funds only to the extent necessary to pay the unpaid special assessments payment and penalties, if any, and for no other amounts. The Letter of Credit must remain in full force and effect as long as there are special assessments outstanding on any lots owned by Developer and identified on Exhibit A and are not recognized as being “developed”. It is provided, however, that the principal sum secured by the Letter of Credit shall be reduced with approval of the City in accordance with the following table:

<i>Number of Lots Developed</i>	<i>% of Reduction to Letter of Credit Amount</i>	<i>Cumulative % Reduction to Letter of Credit Amount</i>
-------------------------------------	--	--

Calculate as needed per # of lots

5	6%	6%
10	6%	12%
15	6%	18%
20	7%	25%
25	6%	31%
30	6%	37%
35	6%	43%
40	7%	50%
45	6%	56%
50	6%	62%
55	6%	68%
60	7%	75%
65	6%	81%
70	6%	87%
75	6%	93%
80	7%	100%

The Lender issuing the Letter of Credit shall be directed to reduce the principal balance of the Letter of Credit upon written notice provided by

the Developer to the City and the Lender after receipt of written approval by the City.

c) At a minimum, said Letter of Credit must be in a form acceptable to the City and will include but not be limited to the following terms and conditions:

i. The Letter of Credit will secure all assessment payments due and payable as a result of the City's installation of the improvements and the assessment of the project contemplated herein covering all Property described within Exhibit A.

ii. As lots are conveyed by Developer to third parties for the construction of new residential homes, the responsibility for the assessment payment shall transfer to the respective grantees. The Letter of Credit will continue to cover the assessments on such lots until such time as a lot is determined as "developed," at which the Letter of Credit shall be reduced by amounts specified on the preceding table when the requisite number of "developed" lots is obtained.

iii. In the event the Developer conveys in excess of five (5) lots to an independent third party developer or builder, the Developer's Letter of Credit shall still remain in effect on all assessments relative to the conveyed lots until such time as the lots are determined to be "developed." However, the City will release the Developer from this requirement if the new third party developer

or builder provides a replacement Letter of Credit covering those lots and incorporating all of the terms and conditions herein relative to the undeveloped lots.

- iv. The parties acknowledge and understand that the requirement of a Letter of Credit may be to remain in force as a long term commitment on the part of the Developer. In the event that the Letter of Credit has a term less than the period for which assessments will be collected, a replacement Letter of Credit shall be provided by the Developer which Letter of Credit must be in place not less than thirty (30) days prior to the termination/lapse of any prior Letter of Credit. In the event that the Developer fails to provide the replacement Letter of Credit within the time period specified above, the City shall, after ten (10) days written notice to the Developer, have the right to draw down the full amount of the prior Letter of Credit and to apply those funds against any unpaid special assessments, penalties and amounts owed hereunder.
- v. The City does hereby agree that in the event that the Developer remains in full compliance with the terms of this Development Agreement and no defaults in performance exist on the part of the Developer, that the City will reimburse Developer for ____ percent (xx%) of the annual costs (the bank fee) imposed by Lender for the Letter of Credit. City shall make payment to Developer of such

amount within thirty (30) days after presentment by Developer to City of documentation of payment by Developer to Lender.

- vi. Commencing with calendar year 2019 (and each year thereafter during the term of this Agreement), if the taxes and special assessments against any undeveloped Lot of the Property owned by the Developer are delinquent as of December 31st, then the Developer agrees that it will give the City the right to acquire title to the delinquent undeveloped Lot in order to market and sell said property. The right to acquire such delinquent undeveloped lots in this fashion is optional with the City. To implement and effectuate this paragraph, the Developer shall enter into an escrow agreement or terms and conditions mutually-acceptable to the City and Developer that will require that Quit Claim Deeds conveying the lots to the City be held in escrow with an agent approved by the City and Developer.

If requested by the City, Developer will provide to the City with a copy of the receipt from the Wadena County Treasurer each time payment of taxes and assessments on the lots have been made.

Should the City elect to acquire title to the delinquent undeveloped lots pursuant to this paragraph, then in that event, the Developer shall have no further liability regarding the special assessment against said lot or lots.

vii. The Developer agrees to indemnify and hold harmless the City for any expense involved in the enforcement of this Agreement, including reasonable attorneys fees and costs, except where the City is found in default of its obligations under this Agreement by a court of competent jurisdiction.

2) Certification of Special Assessments. The City shall proceed pursuant to Minnesota Statutes Chapter 429 to assess the costs of special assessments against the applicable lots benefitted in _____ Addition and over the remaining acreage, if any, benefiting from the public improvements. The City and the Developer agree that the assessments for the petitioned improvements shall be structured with no payments due for taxes payable in 2017 and 2018, and with the balance amortized over twenty (20) years commencing in 2019.

3) Compliance with City Ordinances. City and Developer jointly agree and acknowledge that any development undertaken by the Developer or any third party in _____ Addition shall comply with any city ordinances, state statutes or regulations of federal statutes or regulations regarding building codes, zoning and flood plain regulation, including City of Menahga Ordinance #_____.

4) Restrictive Covenants. Developer agrees to provide City with a copy of the restrictive covenants pertaining to the Property.

5) Responsibility for Costs. The Developer shall pay all reasonable benefitted costs incurred by the City in connection with the development of the subdivision, including but not limited to legal planning, environmental review, engineering and inspection expenses. The costs incurred by the City shall be considered as a part of the overall project costs to be reimbursed through the assessment process.

6) Park Dedication. City and Developer agree that sufficient park property has been dedicated by Developer as reflected on the plat of the Property. Developer hereby agrees to a \$500.00 per lot dedication towards park development. City agrees that the cash dedication amount shall be included in the bonding for the public improvements and special assessments to benefitted lots in the Property.

7) Signing and Execution of Documents. City and Developer agree to sign and execute any additional and further documents reasonably necessary to effectuate the terms and conditions of this Agreement.

8) Environmental. Developer agrees to indemnify and defend City from, and to hold City harmless against any and all claims, causes of action or expenses, including attorney's fees, relating to or arising from any hazardous substances in or about the Property.

9) Miscellaneous.

a) In the event of breach by Developer of this Agreement, City shall provide written notice to Developer of such breach. Developer shall have fifteen (15) days after receipt of such notice to cure the breach. If Developer does not cure the breach within the fifteen (15) day period, then Developer shall be in default under this Agreement. Upon such default, City may pursue such remedies as may be available under this Agreement or at law.

b) In the event of breach by City of this Agreement, Developer shall provide written notice to City of such breach. City shall have fifteen (15) days after receipt of such notice to cure the breach. If City does not cure the breach within the fifteen (15) day period, then City shall be in default

under this Agreement. Upon such default, Developer may pursue such remedies as may be available under this Agreement or at law.

- c) The Developer represents to the City that the plat heretofore described in this Agreement complies with all City, County, State and Federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances and environmental regulations and any ordinances related to flood ways, flood fringe or flood prone areas. Developer represents to the City that the plat described herein does not require an environmental impact statement.
- d) A third party shall have no recourse against the City under this Agreement.
- e) A default under this Agreement by the Developer shall be grounds for denial of building permits for lots owned by the Developer.
- f) If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decisions shall not affect the validity of the remaining portions of this Agreement.
- g) The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce the Agreement shall not be deemed a waiver or release.

- h) City and Developer agree that Developer shall require that any subcontractor, employee or agent used or employed by Developer to perform work on construction on the Property shall be required to have general liability insurance covering any damage which may arise out of work by the subcontractor, employee or agent or by any person directly or indirectly employed by any subcontractor, employee or agent. The limits of coverage for any general liability insurance for any subcontractor, employee or agent shall be as follows: not less than Six Hundred Thousand Dollars (\$600,000.00) for each occurrence; for property damage, not less than Two Hundred Thousand Dollars (\$200,000.00) for each occurrence. The City shall be listed as an additional insured on any such policy and the Developer shall require the Developer's subcontractor, employee, or agent file with the City a certificate of insurance evidencing general liability insurance and listing the City as an additional insured prior to any such subcontractor, employee or agent performing work or construction on the Property.
- i) Each right, power or remedy herein conferred upon either party is cumulative and in addition to any other right, power or remedy, expressed or implied, now or hereafter arising, available to either party, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the

parties and shall not be a waiver of the right to exercise at anytime thereafter any other right, power or remedy.

j) Developer may not assign or transfer its rights under this Agreement or in any of the Property to which it applies without the prior written consent of the City as evidenced by a duly authorized resolution from the City Council and signed by both the Mayor and the City Administrator.

9) Notices. Required notices to the Developer shall be in writing, and shall either be hand delivered to the Developer or mailed to the Developer by registered mail at the following address:

Menahga, MN 56547

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator, Menahga, Minnesota
115 2nd Street NE
Menahga, MN 56464

City Administrator, Menahga, Minnesota
PO Box C
Menahga, MN 56464-0453

11) Governing Law. This Agreement is intended by the City and Developer to be governed by the laws of the State of Minnesota.

12) This Agreement shall be binding upon each of the parties as well as any successors or assigns of either and subsequent owners of any lot within the Property.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

THE CITY OF MENAHGA, a
Minnesota Municipal Corporation

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WADENA)

On this ____ day of ____ 2017, before me, a notary public in and for said county and state, personally appeared Pat Foss and Janette Bower, respectively, to me known to be the Mayor and City Administrator, respectively of the City of Menahga, Minnesota described in and who executed the within and foregoing instrument and acknowledged before me that he executed the same.

Notary Public:

_____, LLC

By: NAME
Its Manager & President

STATE OF MINNESOTA)
) ss.
COUNTY OF WADENA)

On this ____ day of ____ 2017, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the Manager and President of _____, LLC, a Minnesota Limited Liability Company described in and who executed the within and foregoing instrument and acknowledged before me that they executed the same.

Notary Public:

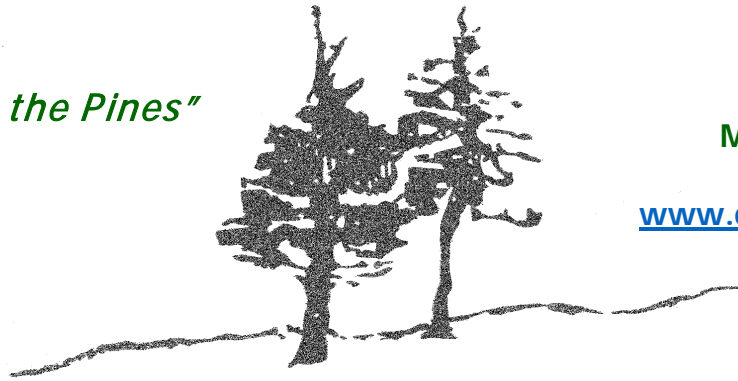
EXHIBIT "A"

Lots 1-XX, Block 1, Lots 1-XX, Block 2 and Lots 1-XX, Block 3,

_____ Addition to the City of Menahga, County of Wadena, Minnesota

EXHIBIT "B"

Attach Petition for Improvements



To: Mayor and Council Members
From: Janette Bower, City Administrator
Re: Seasonal Campsite Project
Date: May 31, 2017

JJB

During the May 8 council meeting, a question arose regarding the amount owed on the Menahga Memorial Park & Campground Restroom Facility Project.

The General Fund Internal Loan is financed for 15 years, with the payment of \$7975.38 being made each year on February 1. The first payment was made February 1, 2014. The principal and interest amount financed was \$119,630.56. The amount owed is \$87,729.03. Please note this amount includes all interest. If the loan is paid off early, the payoff amount is reduced by the interest.

The Preliminary Opinion of Costs lists the project cost at \$80,139.

There are two ways the project can be funded:

1. A direct appropriation from the General Fund Unassigned Fund Balance. The 2015 audited amount is \$522,177. The 2016 draft amount is \$551,115.
2. An inter fund loan. This is the same method used for the restroom project. The project would be financed for 15 year with an approximate yearly payment of \$7,400.

Attachments:

- Preliminary Opinion of Costs
- Series 2017 Inter Fund Loan Information



PRELIMINARY OPINION OF COSTS

8 Seasonal RV Camp Site Addition

Project Name: Menahga Campground

Location: Menahga, Minnesota

UEI No.:

Prepared By: BLH

Date: May 2, 2017

No.	Item	Amount	Unit	Unit Price	Total
1	Common Excavation	715	CY	\$10.00	\$7,150.00
2	Clearing and Grubbing Tree	25	EA	\$300.00	\$7,500.00
3	Aggregate Surfacing	715	CY	\$15.00	\$10,725.00
4	2" PE Water Service Line	700	LF	\$10.00	\$7,000.00
5	6"x2" Service Saddle	1	EA	\$75.00	\$75.00
6	2" Corporation Stop	1	EA	\$125.00	\$125.00
7	Connect to Existing Water Main	1	EA	\$300.00	\$300.00
8	2"x1" Tee	8	EA	\$75.00	\$600.00
9	Frost Proof Yard Hydrant, 5' Bury	8	EA	\$125.00	\$1,000.00
10	6" PVC Sewer Line	800	LF	\$15.00	\$12,000.00
11	4" PVC Sewer Line	70	EA	\$12.00	\$840.00
12	6"x4" PVC Wye	8	EA	\$100.00	\$800.00
13	4" Iron Flip Cap RV Cover	8	EA	\$100.00	\$800.00
14	10,000 Gallon Sanitary Sewer Storage Tank	1	EA	\$15,000.00	\$15,000.00
15	Electrical Service Drop	1	EA	\$500.00	\$500.00
16	Electric Wire	700	LF	\$0.60	\$420.00
17	RV Electric Service Box (50A, 30A, and 20A)	8	EA	\$150.00	\$1,200.00
Subtotal					\$66,035.00
Construction Contingencies:					6,604.00
Design and Construction Engineering:					7,500.00
TOTAL:					\$80,139.00

Cost per Campsite \$10,017.38

City of Menahga, Minnesota

\$85,000 Inter Fund Loan, Series 2017
Assumes Current Market BQ "A" Rates plus 25bps

Sources & Uses

Dated 08/01/2017 | Delivered 08/01/2017

Sources Of Funds

Par Amount of Bonds	\$85,000.00
Total Sources	\$85,000.00

Uses Of Funds

Deposit to Project Construction Fund	85,000.00
Total Uses	\$85,000.00

City of Menahga, Minnesota

\$85,000 Inter Fund Loan, Series 2017

Assumes Current Market BQ "A" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
08/01/2017	-	-	-	-	-
08/01/2018	1,405.07	1.300%	2,122.74	3,527.81	-
02/01/2019	2,475.57	1.450%	1,052.24	3,527.81	7,055.62
08/01/2019	2,493.52	1.450%	1,034.29	3,527.81	-
02/01/2020	2,511.60	1.600%	1,016.21	3,527.81	7,055.62
08/01/2020	2,531.69	1.600%	996.12	3,527.81	-
02/01/2021	2,551.95	1.750%	975.86	3,527.81	7,055.62
08/01/2021	2,574.28	1.750%	953.53	3,527.81	-
02/01/2022	2,596.80	1.950%	931.01	3,527.81	7,055.62
08/01/2022	2,622.12	1.950%	905.69	3,527.81	-
02/01/2023	2,647.68	2.100%	880.12	3,527.80	7,055.61
08/01/2023	2,675.49	2.100%	852.32	3,527.81	-
02/01/2024	2,703.58	2.250%	824.23	3,527.81	7,055.62
08/01/2024	2,733.99	2.250%	793.82	3,527.81	-
02/01/2025	2,764.75	2.400%	763.06	3,527.81	7,055.62
08/01/2025	2,797.93	2.400%	729.88	3,527.81	-
02/01/2026	2,831.50	2.500%	696.31	3,527.81	7,055.62
08/01/2026	2,866.90	2.750%	660.91	3,527.81	-
02/01/2027	2,906.32	2.650%	621.49	3,527.81	7,055.62
08/01/2027	2,944.83	2.650%	582.98	3,527.81	-
02/01/2028	2,983.84	2.800%	543.97	3,527.81	7,055.62
08/01/2028	3,025.62	2.800%	502.19	3,527.81	-
02/01/2029	3,067.98	2.950%	459.83	3,527.81	7,055.62
08/01/2029	3,113.23	2.950%	414.58	3,527.81	-
02/01/2030	3,159.15	3.050%	368.66	3,527.81	7,055.62
08/01/2030	3,207.33	3.050%	320.48	3,527.81	-
02/01/2031	3,256.24	3.150%	271.57	3,527.81	7,055.62
08/01/2031	3,307.52	3.150%	220.29	3,527.81	-
02/01/2032	3,359.62	3.250%	168.19	3,527.81	7,055.62
08/01/2032	3,414.21	3.250%	113.60	3,527.81	-
02/01/2033	3,469.69	3.350%	58.12	3,527.81	7,055.62
Total	\$85,000.00	-	\$20,834.29	\$105,834.29	-

Yield Statistics

Bond Year Dollars	\$747.79
Average Life	8.798 Years
Average Coupon	2.7861225%
Net Interest Cost (NIC)	2.7861225%
True Interest Cost (TIC)	2.7613964%
Bond Yield for Arbitrage Purposes	2.7613964%
All Inclusive Cost (AIC)	2.7613964%

IRS Form 8038

Net Interest Cost	2.7861225%
Weighted Average Maturity	8.798 Years

City of Menahga, Minnesota

\$85,000 Inter Fund Loan, Series 2017

Assumes Current Market BQ "A" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy	Fiscal Total
08/01/2017	-	-	-	-	-	-
08/01/2018	1,405.07	1.300%	2,122.74	3,527.81	3,704.20	-
02/01/2019	2,475.57	1.450%	1,052.24	3,527.81	3,704.20	7,408.40
08/01/2019	2,493.52	1.450%	1,034.29	3,527.81	3,704.20	-
02/01/2020	2,511.60	1.600%	1,016.21	3,527.81	3,704.20	7,408.40
08/01/2020	2,531.69	1.600%	996.12	3,527.81	3,704.20	-
02/01/2021	2,551.95	1.750%	975.86	3,527.81	3,704.20	7,408.40
08/01/2021	2,574.28	1.750%	953.53	3,527.81	3,704.20	-
02/01/2022	2,596.80	1.950%	931.01	3,527.81	3,704.20	7,408.40
08/01/2022	2,622.12	1.950%	905.69	3,527.81	3,704.20	-
02/01/2023	2,647.68	2.100%	880.12	3,527.80	3,704.19	7,408.39
08/01/2023	2,675.49	2.100%	852.32	3,527.81	3,704.20	-
02/01/2024	2,703.58	2.250%	824.23	3,527.81	3,704.20	7,408.40
08/01/2024	2,733.99	2.250%	793.82	3,527.81	3,704.20	-
02/01/2025	2,764.75	2.400%	763.06	3,527.81	3,704.20	7,408.40
08/01/2025	2,797.93	2.400%	729.88	3,527.81	3,704.20	-
02/01/2026	2,831.50	2.500%	696.31	3,527.81	3,704.20	7,408.40
08/01/2026	2,866.90	2.750%	660.91	3,527.81	3,704.20	-
02/01/2027	2,906.32	2.650%	621.49	3,527.81	3,704.20	7,408.40
08/01/2027	2,944.83	2.650%	582.98	3,527.81	3,704.20	-
02/01/2028	2,983.84	2.800%	543.97	3,527.81	3,704.20	7,408.40
08/01/2028	3,025.62	2.800%	502.19	3,527.81	3,704.20	-
02/01/2029	3,067.98	2.950%	459.83	3,527.81	3,704.20	7,408.40
08/01/2029	3,113.23	2.950%	414.58	3,527.81	3,704.20	-
02/01/2030	3,159.15	3.050%	368.66	3,527.81	3,704.20	7,408.40
08/01/2030	3,207.33	3.050%	320.48	3,527.81	3,704.20	-
02/01/2031	3,256.24	3.150%	271.57	3,527.81	3,704.20	7,408.40
08/01/2031	3,307.52	3.150%	220.29	3,527.81	3,704.20	-
02/01/2032	3,359.62	3.250%	168.19	3,527.81	3,704.20	7,408.40
08/01/2032	3,414.21	3.250%	113.60	3,527.81	3,704.20	-
02/01/2033	3,469.69	3.350%	58.12	3,527.81	3,704.20	7,408.40
Total	\$85,000.00	-	\$20,834.29	\$105,834.29	\$111,126.00	-

Significant Dates

Dated	8/01/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$747.79
Average Life	8.798 Years
Average Coupon	2.7861225%
Net Interest Cost (NIC)	2.7861225%
True Interest Cost (TIC)	2.7613964%
Bond Yield for Arbitrage Purposes	2.7613964%
All Inclusive Cost (AIC)	2.7613964%

IRS Form 8038

Net Interest Cost	2.7861225%
Weighted Average Maturity	8.798 Years

Series 2017 Inter Fund Lo | SINGLE PURPOSE | 5/18/2017 | 9:20 AM

City of Menahga
"The Gateway to the Pines"



115 2nd Street NE
PO Box C
Menahga, MN 56464
218-564-4557
www.cityofmenahga.com

To: Mayor and Council Members
From: Janette Bower, City Administrator
Re: Revolving Loan Fund
Date: May 31, 2017

I've attached the Revolving Loan Fund Policies & Procedures for your discussion.

The current approximate amount of money available in the Revolving Loan Fund is \$150,000.

CITY OF MENAHGA
REVOLVING LOAN FUND POLICIES & PROCEDURES
AMENDED 4/14/14

6. MENAHGA REVOLVING LOAN FUND POLICIES & PROCEDURES

The Menahga Revolving Loan Fund will be made available to existing and potential Menahga Businesses. Loan application review will be done by an independent agency selected by the Council.

6.01 Purpose and goals: The purpose of the revolving loan fund (RFL) is to create new employment or to maintain existing employment and for business start-up, expansions, and retention. This may be accomplished by the following means:

- A. Creation or retention of permanent private-sector jobs in order to create above-average economic growth
- B. Stimulation or leverage of private investment to ensure economic renewal and competitiveness
- C. Increasing the local tax base;
- D. Improvement of employment and economic opportunity for citizens in the region to create a reasonable standard of living and
- E. Stimulation of productivity growth through improved manufacturing of new technologies.

6.02 Eligible expenditures:

- A. Acquisition and/or improvement of land, buildings and equipment.
- B. New construction or renovation of existing buildings.
- C. Demolition and site preparation.
- D. Equipment purchases.
- E. Working capital: Inventory and accounts receivable.

- 6.03 Ineligible Use of Loan Funds
- A. Refinancing of debt.
 - B. Professional fees.
 - C. Owner salary, draw or payroll.
- 6.04 Project criteria:
- A. The maximum Revolving Loan Fund loan to any individual business shall not exceed \$50,000.
 - B. The loan shall not exceed 50% of the total project cost if loan is greater than \$10,000.
 - C. The minimum of 10% owner equity must be committed to the project.
 - D. The project should leverage new investment by the local bank, which can be waived depending on circumstances.
 - E. The interest rate of the direct RLF loan shall be the prime interest rate.
 - F. The City may accept a subordinate position on collateral.
 - G. Businesses applying for a RLF loan must show a positive cash flow and projections, ability to service the debt and proven management expertise.
- 6.05 Loan Fees: A Loan Origination Fee of \$300.00 shall be charged at the time the independent agency selected by the Council authorizes the submittal of a formal loan application. This fee shall be refundable if the loan is approved. All origination fees will be used only for the administration of the fund. All loan related costs and fees shall be the responsibility of the borrower.
- 6.06 Wage goals: If applicable, Businesses receiving RLF assistance must pay each employee total compensation, including benefits not mandated by law, that on an annualized basis is equal to at least 110% of the federal poverty level for a family of four. The federal poverty level changes annually.
- 6.07 Municipal rights, powers, and duties: An officer of the city may not have a personal financial interest or personally benefit financially from the business to be assisted, unless authorized in Minnesota Statute 469.009.
- 6.09 Business subsidies: A business subsidy greater than \$150,000 provided by a state or local government agency must follow the requirements of Minnesota Statutes 116J. These sections pertain to the public purpose of the subsidy, subsidy agreements, wage and job goals, timing of the project, public notice and hearing requirements, failure to meet goals, and reporting of information regarding the outcomes of the subsidy to DEED.

6.10 Government data practices: Information contained in the application for assistance will become a matter of public record with the exception of those items protected under the Minnesota Government Data Practices Act.

7. LOAN POOL POLICIES

7.01 Purpose and goals: The purpose of the loan pool is to facilitate, promote, and encourage new and existing business development and increased employment by providing loans to new and expanding industries and businesses in the City of Menahga.

7.02 Administration: The management and control of the pool shall be controlled by the Menahga City Council with assistance from consultants, as needed. Consultants, after conducting their financial analysis, shall give written recommendation to the City Council for their consideration and action.

7.03 General Guidelines for Lending: The general guidelines and supporting documentation for the making and servicing of loans and disbursement of funds shall include, but not be limited to, the following:

- A. Refinancing of existing debt will not qualify;
- B. Business plans will be required before funding will be considered;
- C. Loans for existing businesses shall require at least three years of financial statements to be provided by the prospective borrower;
- D. For either new or existing businesses, two years of projections shall be provided by the prospective borrower with the basis for the projections provided;
- E. For new businesses, background of principals must be provided by the prospective borrower;
- F. For either new or existing business, when said business is a closely held corporation, personal financial statements of each stockholder shall be provided by the prospective borrower;
- G. After any loan is approved, for either new or existing businesses, interim financial statements are to be provided by the borrower upon request in the following manner:
 - 1. Annual financial statements are to be provided by the borrower, said financial statements to include reconciliation of new worth and a sources and uses schedule;
 - 2. Guarantors are to provide an annual statement;
 - 3. Other requirements or security, including life insurance, at the discretion of a majority of the Council;
 - 4. Personal guarantees will be required unless waived by a majority of the Council;

5. All notes shall be payable at a specified date and may be called in event of default, change of ownership, or other reasonable cause.

The City Council shall have the authority at any time before or after the approval of any loan made hereunder to request additional or further information as is deemed by a majority of its members.

The City Council shall have the authority to modify, change, vary, or negate any of the terms, provisions, or conditions when, in the opinion of a majority of the members thereof, such modification, variance, or negation shall best meet the purposes of the loan pool.



To: Mayor and Council Members
From: Janette Bower, City Administrator
Re: Miscellaneous Items
Date: May 31, 2017

JTB

Some items that are being worked on are:

Playground Project

The playground project is in process with determination of the correct equipment and funding.

2018 Budget Item


Although this is a 2018 budget item, please be thinking about and consider a new part-time, on-call position within Public Works. The position would assist the regular on-call employee on weekends, holidays and vacations. The primary focus would be assistance with water and sewer but could be used elsewhere as needed. More information will be brought forward at a later date.

2017 COPS Grant Application

The City submitted an application for a COPS grant in 2016 but was not awarded (Action Memorandum 16-013 is attached). The COPS grant agency has invited the City to apply during the 2017 application period. Council authorization is requested.

SPIRIT

I attended a session titled "Enhancing Your Workplace Culture" at the IIMC Conference. This session stressed the importance of establishing workplace core values. The workplace core value I intend to use is: SPIRIT. Service, Pride, Integrity, Responsibility, Innovation, Teamwork. I believe this captures the essence of Menahga and fits perfectly within our workplace. This core value will continue to be developed and emphasized throughout our organization.



The City of Menahga has SPIRIT:

Spirit

Pride

Integrity

Responsibility

Innovation

Teamwork