

Tyler City Council Agenda

Monday, May 4, 2015

7 p.m. - Tyler Fire Hall

1. Call Meeting to Order
2. Approve Agenda, April 6 and April 20 Minutes
3. Public Express
4. Correspondence
5. City Council Comments
6. Committee Reports
7. Police Chief Report
8. September 11 Program
9. Troy Houselog Sewer Issue
10. Kronborg extended hours Aebleskiver Days
11. Stoney Point Park
12. EIB/Personnel Policy
13. City Administrator/Utility Report
 - a. Pet letters
 - b. Broadband update
 - c. Water Restriction Policy
 - d. Sidewalk on Highland Court
14. City Attorney's Report
15. Approve Bills
16. Closed Session – Administrator Review
17. Adjourn

Tyler City Council
Tyler Fire Hall
April 6, 2015
7:00 pm
Minutes (Pending)

The Monday April 6, 2015 meeting was called to order by Mayor Peterson at 7:00 p.m.

Present: Mayor Peterson, Council Members Harper, Peterson, Sanderson and Ratchke. Others present included City Administrator Wolfington, City Attorney Petersen, Police Officer Bloch, and City Clerk Powell. Guests present included Troy Houselog, Dan Houselog, Duane Blake, David Haroldson, Karen Meyers, Mr. & Mrs. Bill Tiede, George Ruhmann and Mark Wilmes.

Approval of the Agenda and Minutes: Motion by Sanderson seconded by Ratchke and passed unanimously to approve the agenda

Motion by Petersen seconded by Harper and passed unanimously to approve the minutes of the March 2, 2015 City Council meeting.

Public Express: Duane Blake was present to inform the council that Tyler Legion Post 185 is planning to host a September 11 Patriot Day program. The event is planning to recognize and honor local police officers, firefighters and emergency medical technicians. Blake will be present at a future council meeting to update the council.

Correspondence: There was no correspondence this meeting

City Council Comment: Mayor Peterson stated that he had gotten together with some of the local Mayors to exchange ideas. Ratchke and Mayor Peterson attended a newly elected officials conference and it was very informative.

Committee Reports: Harper stated that he is on the Personnel committee and they had met and given Rutgers a lengthy exit interview. The Personnel committee will meet with staff members on April 16 for reviews.

Sewer Issue: Troy Houselog was present to discuss sewer issues that he has been having since the last water project in 2011. Each of the last three years Houselog has experienced problems in the Spring when the frost is coming out of the ground. Houselog does not feel it is 100% his responsibility. Houselog has spent over \$7,000 in trenching and plumbing work to try to solve the problem. The homeowner is responsible for the work done from the curb to the house so Houselog feels that he should only be required to pay for no more than 20% of the expenses

incurred. The City Administrator will meet with Bill Helget from Bolton and Menk who engineered the water project and come back to the council with recommendations.

EIB Request: Administrator Wolflington presented a request from outgoing Utility billing clerk Koenig pertaining to her unused EIB. Koenig has 25 hours in her EIB bank and according to policy she should be paid out 30%. City employees can earn up to 240 hours in PTO on their anniversary date they are allowed to have 24 hours kept in their PTO anything above and beyond that goes into EIB. EIB can only accrue up to 480 hours. Petersen made a motion with a second from Sanderson that the council stay with the written policy which would provide payout to Koenig of 30% of what is remaining in her EIB bank. Ratchke opposed the motion. Motion passed 3 to 1 in favor.

Police Chief Report: The police report was given by Police Chief Spindler. There were 31 calls to service. 9 Citations were given.

Police Discussion: Administrator Wolflington is looking for direction from the council on continuing discussion with contracting for police service with Lincoln County Sheriff's Department. Harper stated he would like to pursue this option at some time but not the present time. Motion by Peterson seconded by Harper and passed unanimously to discontinue talks at this time for police service with Lincoln County.

Conditional Use Permits: The city has received two conditional use permits. Karen Meyers and Dick Harrick at 234 East Oak St. would like to have up to two horses and maybe a cow to butcher once a year.

Bill Tiede at County Road 8 would like to have about 12 head of cattle in the pasture there. City Attorney Petersen stated that the council will need to state the conditions that they would like the permits to follow and have that ready for the April 20th meeting.

Motion by Ratchke seconded by Sanderson to schedule a public meeting for April 20, 2015 to consider the conditional use permits for the use of livestock located at County Rd 8 and 234 E Oak St in the city of Tyler, Minnesota and passed unanimously.

Fence Variance: Carroll Friedrich's at 113 E Oak St is requesting a variance to build a chain link fence. The fence would connect to an existing fence on neighboring property. After some discussion about future residence at this location is was decided to wait and find out if Friedrich's fence will be located on the property line or on the set back.

Utility Employee Resignation: Employee Rutgers submitted his letter of resignation on April 1, 2015 to be effective April 24, 2015. The personnel committee recommended replacing him with a seasonal employee. An ad will be placed in the local paper.

Utility Clerk Position: With the resignation of the Utility billing clerk Koenig the personnel committee recommends that Sandra Baker transition into this position as she has been trained to do the duties of the utility clerk duties. The personnel committee recommends that Baker work 70 hours and get a wage of \$15.00 per hour. Motion was made by Harper seconded by Petersen and passed unanimously to have Baker transition into the utility billing clerk.

City Administrator report: The council had discussed at the March meeting a request to remove the \$20 surcharge from a customer's water bill. The city ordinance stated that if there is infrastructure to their building they need to pay the surcharge. City Legal council stated that the bond was set based on this charge to all customers. The surcharge is there to pay for the bond and the bond is used to pay for the water project. Motion was made by Harper seconded by Petersen that if the customer removes the water line to the curb stop and caps it the charge would be removed, motion passed unanimously.

Administrator Wolfington stated the he is in the process of exploring possibilities of upgrading all of the meters to remote read. The city presently has water meters that are remote read but he is exploring the electric and gas meters to be remote read also.

Lincoln Pipestone Rural water informed the city that they would be increasing the water purchased from them would have a rate increase of 5.0% effective June 1, 2015 payable July 2015. Motion made by Peterson seconded by Sanderson and passed unanimously to increase the city rates by 5.0%

Administrator Wolfington informed the council that the locate device that the city bought helped to identify three locations that do not have curb side shut off. Motion was made by Petersen seconded by Raschke and passed unanimously to put the 3 missing curb stops in at the cities expense.

David Haroldson was present from 202 Strong Street and stated he had a frozen water line this winter. Haroldson stated that he has never had pipes freeze prior to the 2011 water project. Haroldson stated that he would keep and eye on his lines and mark where it freezes and let the city know how it is going.

Robert Larson has a house on the corner of Highland Ct and Willow St across from the Tyler Healthcare Center. He is currently building a garage and expanding his driveway off of Willow St. Larson has requested he be given permission to extend his sidewalk on Highland Ct to the curb. There is currently a crosswalk along Willow St but if the sidewalk is extended it would not match up with the walk on the sidewalk on the opposite side of the street in front of THC. There is currently a drop to allow for accessible crossing but no extension of the sidewalk. Larson's request is the ability to extend the sidewalk to the street and is asking the City if they would participate in the cost of the project. Harper made the motion and Peterson seconded to allow Larson to extend the sidewalk after some discussion the motion was rescinded and decided that Larson should come back with an estimate on what the cost will be.

The city received a building inspection of the Beck Agency building following the demolition of the Chat N Chew. Administrator Wolfington commissioned the inspection. Wolfington wanted guidance as to who should pay the bill to LS Engineers for the inspection. Motion made by Peterson seconded by Peterson and passed unanimously for the City of Tyler to pay the inspection bill.

Administrator Wolfington stated that he had spoken to Larry Wyttenback about the proposed fiber-optic project. Wyttenback indicated Woodstock telephone is not pursuing the project at this time. Wolfington is exploring some options and will report back to the council.

City Attorney: City Attorney Petersen informed the council that the real estate taxes for Stony Point and the Golf course had arrived and he wanted to the council to notice that they had gone up.

City Clerk Report: Clerk Powell presented to the council a contract that the city partakes in with the DNR. The contract needed to be signed and received by the DNR by April 30th or the city cannot do any DNR transactions after that. The contract is a general contract that is signed between the two entities and will not change anything. Powell did inform the council that DNR is changing a few things and the city will get a new printer and some new upgrades to do DNR transactions.

Clerk Powell asked the Council's approval to work with Heartland Power on some extra energy rebates that the city would like to offer. The city would prefer not to duplicate energy rebates but Heartland has some that would be advantages to the residents. Motion made by Ratchke seconded by Petersen and passed unanimously to allow Powell to go ahead and work with Heartland on energy rebates.

City Clerk Powell presented application for a Gambling permit from the Tyler Firemans Relief Association for their annual golf fund raiser that will be held August 15, 2015 at the Tyler Golf Club. Motion made by Petersen seconded by Sanderson and passed unanimously.

Motion was made by Petersen seconded by Ratckke and pass unanimously to approve the bills for April 2015.

Motion made by Sanderson seconded by Ratckke and passed unanimously to adjourn.

Mervyn Peterson
Mayor

Attested:

Barb Powell
City Clerk

City of Tyler
Tyler City Council Meeting
April 20, 2015
Minutes (Pending)

The meeting of the Local Board of Appeal and Equalization was called to order by Mayor Mervyn Peterson at 7:00 pm.

Present Mayor Mervyn Peterson, Council Members Raschke, Petersen, Harper, Sanderson, Employees Administrator Woffington and Clerk Powell, and Lincoln County Assessor Bruce Nielsen, Sherm Dezeuw, William Tiede, Neil Ballard, Lyle Hanson, Mr. and Mrs. Carol Freidrich's, Kathy and Jim Miranowski, Karen Meyers, and Keith Linderman

Bruce Nielsen the Lincoln County Assessor reported on the taxes for the City of Tyler. The tax capacity in Tyler increased by 16% and the County decreased by 11%. The Assessor adjusted the ag land by 20%. Assessor Nielsen stated that if the sales of property is at 90% to 100% of market value ration and the median ration is at 98% then the values didn't have to be increased. Legal Council Peterson asked the assessor about the Golf Course and if anything could be done about the taxes, Assessor Nielsen stated everything that can be done is being done to keep the taxes low. The building drives the tax for the golf course. Assessor Nielsen stated The Golf Course has a lower rate than the commercial rate. There was some discussion on the building in town and cost differences.

Motion by Raschke seconded by Petersen and passed unanimously to accept the Board of Appeal and Equalization report from the Lincoln County Assessor Bruce Nielsen
Motion by Raschke seconded by Petersen and passed unanimously to adjourn the Local Board of Appeal & Equalization at 7:30 pm.

Mayor Peterson called the City Council meeting to order.

Bill Tiede Conditional Use Hearing: Bill Tiede has requested a conditional use permit for his property on County Road 8. Bill would like to have 12 cattle. The property is zoned Ag1. City Attorney Petersen read the terms and conditions of the Conditional use permit for Tiede. After much discussion the council decided to issue a Conditional Use permit for Tiede. Motion was made by Petersen seconded by Raschke and passed unanimously to issue the Conditional Use permit with the following revisions:

2. That the applicant shall be permitted no more than 12 cattle on the Tiede Property at any time.
4. That the applicant shall maintain a fence consisting of 4 strands, 3 barbed and one electric enclosing any animals permitted under the terms of this Conditional Use Permit.
6. That the applicant shall provide suitable water and food and veterinary care to protect that animals from the elements for animals kept on the Tiede property.

9. That animals kept by the applicant on the Tiede property shall be set back as required by Lincoln County Minnesota Code from the nearest residence other than that of the applicant.

13. A repeated violation of Section 5 of this conditional use permit within a 12 month period shall have the opportunity to appeal to the City Council in which the City Council would have the ability to deny or withdraw the conditional use permit

16. Decease animals will be removed from the property within 24 hours per of applicants knowledge of deceased animal.

Karen Meyers Conditional Use Permit: Karen Meyers was present to request a conditional use permit for two horses that she would like in her pasture behind her house. Meyers already has a two stall horse barn, outdoor arena and a fence that is a split rail she is planning on putting 5 foot cattle panels up over the split rail. Jim and Kathy Miranowski stated they had some concerns

1. Rodents with the manure
2. Didn't want to look at the manure
3. Fly problems with the manure
4. If the fence would be wood they would worry about snow catching on the fence
5. Decrease the property value of their property
6. They would like the same consideration as any other home owner on any other street in the City of Tyler
7. Would like to see the permit apply to 1500 feet from adjacent residential housing
8. Zero tolerance on the horses getting out
9. The Miranowski's bought the house knowing neighbors would not be able to have animals there.

The council asked Meyers what she planned on for manure removal. Meyers stated that there is a ten foot wall by the barn and she plans on having a bobcat remove the manure and take it away at Spring time. Meyers stated that she would spray for flies. The Council requested that Meyer present before the council a manure removal plan that would state where the manure would be stored, when the manure would be removed and identify who is taking the manure and where and informed Meyers that no manure would be spread or burned on the property.

The Motion was made by Raschke seconded by Petersen and passed unanimously to approve the conditional use permit for Meyers with the following revisions:

2. That the applicant shall be permitted no more than 2 horses on the Meyer property at a time and none of the horses shall be stallions.

3. To include manure removal plan

4. That the Applicant shall maintain a fence consisting of split rail fence along with 5foot cattle panel fence on existing fencing enclosing any animals permitted under the terms of this Conditional Use Permit.

6. That the Applicant shall provide suitable water, food, shelter and veterinary care to protect the animals from the elements, for animals housed on the Meyer property.

9. That the animals kept by the Applicant on the Meyer Property shall be set back a minimum of where the split rail fence is now from the nearest residence other than that of the Applicant.

13. A repeated violation more than two times of Section 5 of this conditional use permit within a 12 month period shall result in immediate revocation of the conditional use permit, the applicant may appeal from such revocation in the manner provided in paragraphs 11 and 12 of this conditional use permit.

16. Applicant shall remove all deceased animals within 24 hours of the applicants knowledge of such deceased animal

18. Applicant shall make available during regular business hours access of property for an inspection from a city official at requested.

Carroll Fredrich's fence request: Carroll requested putting a fence on the property line of his property abutting the fence that is presently there. Keith Lindeman was present and did not have any objections to his neighbor abutting his fence. Carroll stated if there is ever a problem with the neighbors he will remove his fence. Motion made by Harper seconded by Sanderson and passed unanimously to allow Carroll Fredrich's to install his fence.

Motion to adjourn by Sanderson seconded by Peterson and passed unanimously.

Attested by
Barb Powell, City Clerk

Merv Peterson, Mayor

**CITY OF TYLER
CONDITIONAL USE PERMIT
PASTURE**

WHEREAS, the Applicant, William Tiede, ("Applicant" herein) has presented to the City Council of the City of Tyler, Minnesota an application for a Conditional Use Permit (CUP) to use as pasture property located in Section 4, Township 109 North, Range 44 West of the 5th PM within the City of Tyler, County of Lincoln and State of Minnesota, legally described as follows:

PARCEL # 20-0074 & #20-0075-000 & #20-0076-000

Part of the Northeast Quarter of the Northeast Quarter of Section 4, Township 109 North, Range 44 West of the 5th PM and described in Document number 2014-000721 in the Office of the County Recorder of Lincoln County, Minnesota.

**(THE RECORDED COPY OF THE LEGAL DESCRIPTION, IF ATTACHED
SHALL CONTROL AT TO THE LEGAL DESCRIPTION OF THE PROPERTY)**

The property shall be known as the "TIEDE PROPERTY" HEREIN.

WHEREAS, the Tiede Property is presently zoned Agricultural (A1), and;

WHEREAS, public notice of the hearing to consider the application of Tiede by the City Council of the City of Tyler was duly published and served upon all property owners located within 300 feet of the Tiede property;

NOW THEREFORE, A Conditional Use Permit is authorized to permit the use of the Tiede Property as a pasture, subject to the following terms and conditions:

1. The Applicant shall manage and operate the pasture in compliance with the all local ordinances, State and Federal Statutes, Rules and regulations, including but not limited to the rules and regulations of the Minnesota Pollution Control Agency governing the operation of pastures within the State of Minnesota and this Conditional Use Permit.

2. That the Applicant shall be permitted no more than twelve (12) cattle owned by Tiede on the Tiede Property at any time and cattle shall not be present on the pasture during winter months.

3. That the Applicant shall provide suitable veterinary care, water, food and shelter to protect the animals from the elements, for animal housed on the Tiede Property. Deceased animals shall be promptly removed from the property.

4. The Applicant shall not permit any animal(s) authorized by the Conditional Use Permit to run at large within the City of Tyler following notice by the City, and if allowed to remain to run loose, the Applicant shall reimburse the City of Tyler or other governmental agency with the cost of securing the loose animals. A repeated violation of this Section within a 12 month period shall result in proceedings to be commenced for the purpose of cancelling this Conditional Use Permit.
5. That the Applicant shall maintain a fence consisting of three (3) strands of barbed wire and one hot wire enclosing any animals permitted under the terms of this Conditional Use Permit.
6. That the Applicant shall not permit any unreasonable accumulations of animal manure or feed on the Tiede Property and shall remove the same upon request of the City of Tyler.
7. That the Applicant shall provide the City of Tyler with a Certificate of Liability Insurance showing financial responsibility for any animal being kept on the Tiede Property pursuant to this Conditional Use Permit.
8. That the Applicant shall take all measures necessary to prevent the presence of flies, insects, mice or other rodents within the Tiede Property.
9. That animals kept by the Applicant on the Tiede Property shall be set back outside of the right of way of any public road.
10. The Applicant shall correct a violation of this Conditional Use Permit immediately upon 24 hours of written notice by the City Administrator, City Police Chief or Mayor.
11. That if a condition is not corrected within 24 hours by the Applicant, a hearing shall be held by the City Council at its next regularly scheduled hearing following notice to the Applicant at which hearing the Council may hear evidence and revoke the Conditional Use Permit or place additional Conditions on the continued use.
12. At the hearing, the Applicant will be provided an opportunity to testify and to cross examine witness regarding the alleged violation. The Applicant may be represented by an attorney at the Applicant's expense.
13. That this Conditional Use Permit is non-transferable and non-assignable, and is available only of the Applicant and shall cease at such time as the Applicant no longer utilizes the Tiede Property to pasture the Applicant's permitted animals.
14. The remedies contained in the Conditional Use Permit are in addition to other remedies available under local ordinance and the laws of the State of Minnesota to among other things to abate nuisances to the health and safety of the public.
15. The Recitals set forth in the WHEREAS clauses are incorporated by this reference as if fully set forth herein.

This Conditional Use Permit was passed by the Tyler City Council on the 20th day of April, 2015.

By: Mervin Peterson
Its: Mayor

ATTEST

By: Robert Wolfington
Its: City Administrator

**CITY OF TYLER
CONDITIONAL USE PERMIT
PASTURE**

WHEREAS, the Applicant, Karen Meyers, ("Applicant" herein) has presented to the City Council of the City of Tyler, Minnesota an application for a Conditional Use Permit (CUP) to use as pasture property located at 234 East Oak Street, Tyler, Minnesota and legally described as follows:

PARCEL # 20-0599-000

SEE ATTACHED EXHIBIT A

The property shall be known as the "**MEYERS PROPERTY**" HEREIN.

WHEREAS, the Meyers Property is presently zoned Agricultural (A1), and;

WHEREAS, public notice of the hearing to consider the application of Meyers by the City Council of the City of Tyler was duly published and served upon all property owners located within 300 feet of the Meyers Property;

NOW THEREFORE, A Conditional Use Permit is authorized to permit the use of the Meyers Property as a pasture, subject to the following terms and conditions:

1. The Applicant shall manage and operate the pasture in compliance with the all local ordinances, State and Federal Statutes, Rules and regulations, including but not limited to the rules and regulations of the Minnesota Pollution Control Agency governing the operation of pastures within the State of Minnesota and this Conditional Use Permit.
2. That the Applicant shall be permitted no more than two (2) horses owned by Meyers on the Meyers Property at any time and none of the horses shall be stallions.
3. That the Applicant shall not permit any unreasonable accumulations of animal manure or feed on the Meyers Property and shall remove the same upon request of the City of Tyler. If Meyers plans to winter horses on the pasture, Meyers shall provide the City Administrator with a plan detailing the proposed storage area, including location for manure, a designated place for off-site disposal, and a plan for removal accumulations prior to May 1st of each spring.
4. That the Applicant shall maintain a sufficient fence including a hot wire, acceptable fencing will include barb wire with four strands, cattle panels, and split rail fence, enclosing any animals permitted under the terms of this Conditional Use Permit.
5. The Applicant shall not permit any animal(s) authorized by the Conditional Use Permit to run at large within the City of Tyler following notice by the City, and if allowed to remain to run loose, the Applicant shall reimburse the City of Tyler or other governmental agency with the cost of securing the loose animals. A repeated violation of this Section within a 12 month period shall

- result in proceedings to be commenced for the purpose of cancelling this Conditional Use Permit.
6. That the Applicant shall provide suitable veterinary care, water, food and shelter to protect the animals from the elements, for animal housed on the Meyers Property. Deceased animals shall be promptly removed from the property.
 7. That the Applicant shall provide the City of Tyler with a Certificate of Liability Insurance showing financial responsibility for any animal being kept on the Meyers Property pursuant to this Conditional Use Permit.
 8. That the Applicant shall take all measures necessary to prevent the presence of flies, insects, mice or other rodents within the Meyers Property.
 9. That animals kept by the Applicant on the Meyers Property shall be set back a minimum of the greater of 100 feet from nearest residence other than that of the Applicant. Provided that if any residence other than the applicant are presently set back more than 100 feet, Meyers shall leave all fences in their present location.
 10. The Applicant shall correct a violation of this Conditional Use Permit immediately upon 24 hours of written notice by the City Administrator, City Police Chief or Mayor.
 11. That if a condition is not corrected within 24 hours by the Applicant, a hearing shall be held by the City Council at its next regularly scheduled hearing following notice to the Applicant at which hearing the Council may hear evidence and revoke the Conditional Use Permit or place additional Conditions on the continued use.
 12. At the hearing, the Applicant will be provided an opportunity to testify and to cross examine witnesses regarding the alleged violation. The Applicant may be represented by an attorney at the Applicant's expense.
 13. That this Conditional Use Permit is non-transferable and non-assignable, and is available on to the Applicant and shall cease at such time as the Applicant no longer occupies the Meyers Property as the Applicant's personal residence or keeps animals belonging to the Applicant on the Meyers Property.
 14. The remedies contained in the Conditional Use Permit are in addition to other remedies available under local ordinance and the laws of the State of Minnesota to among other things to abate nuisances to the health and safety of the public.
 15. The Recitals set forth in the WHEREAS clauses are incorporated by this reference as if fully set forth herein.

This Conditional Use Permit was passed by the Tyler City Council on the 20th day of April, 2015.

By: Mervin Peterson
Its: Mayor

ATTEST

By: Robert Wolfington
Its: City Administrator

To: Mayor and City Council
From: City Administrator
Date: May 4, 2015
Subject: September 11 Program

Memorandum

The Tyler American Legion has requested the City participate in a program on Sept. 11, 2015 at RTR High School. A representative will be at our council meeting to discuss the program.

HH Robert,

Tyler Legion Post 185 is planning to host a Sept. 11 Patriot Day Commemorative Program at the RTR High School. We are planning this event along with RTR High School Principal Mr. Bettin. It will be held on Friday, Sept. 11, 2015.

Our four goals for the event are:

1. To gather as a community and take the time to pause and remember what happened fourteen years ago on Sept. 11, 2001.

2. To recognize and honor local police officers, firefighters and emergency medical technicians. The events of Sept. 11, 2001, taught all of us that these professions are inherently dangerous.

3. To demonstrate our support of the U.S. Armed Forces and our total commitment as Americans to defeat terrorism once and forever.

4. To hold this event with RTR High School students in attendance so they can learn the importance of goals 1, 2, & 3.

Using the American Legion Event Planning and Promotion Guide

(http://www.legion.org/documents/pdf/sept11th_planning_guide.pdf) our Post will plan a program that recalls the historical significant of Sept. 11, honors and recognizes police/firefighters/EMTs from the three RTR Communities, Legion Posts and Legion Auxiliary from the three RTR communities and active military personnel.

I would welcome the opportunity to meet with the Tyler City Council at their next meeting to explain this community event and invite Tyler's mayor to be the guest speaker.

Respectfully,

Duane Blake Post 185 Cmdr

To: Mayor and City Council
From: City Administrator
Date: May 4, 2015
Subject: Troy Houselog Sewer Issue

Memorandum

Troy Houselog approached the City in March about an issue he was having with his sewer line coming into his house on East Hughes Street. Houselog had been experiencing sewer back-up following the 2011 water project.

During the water project a small portion of his clay sewer line was removed to allow access to the waterline work. It was repaired with PVC and all indications are the fix was done correctly.

I spoke with Mike Thomas who did the work on replacing Houselog's line and he indicated there was crashed clay line near or at the elbow where the connection goes into the main. This is a number of feet away from where the water project work was done.

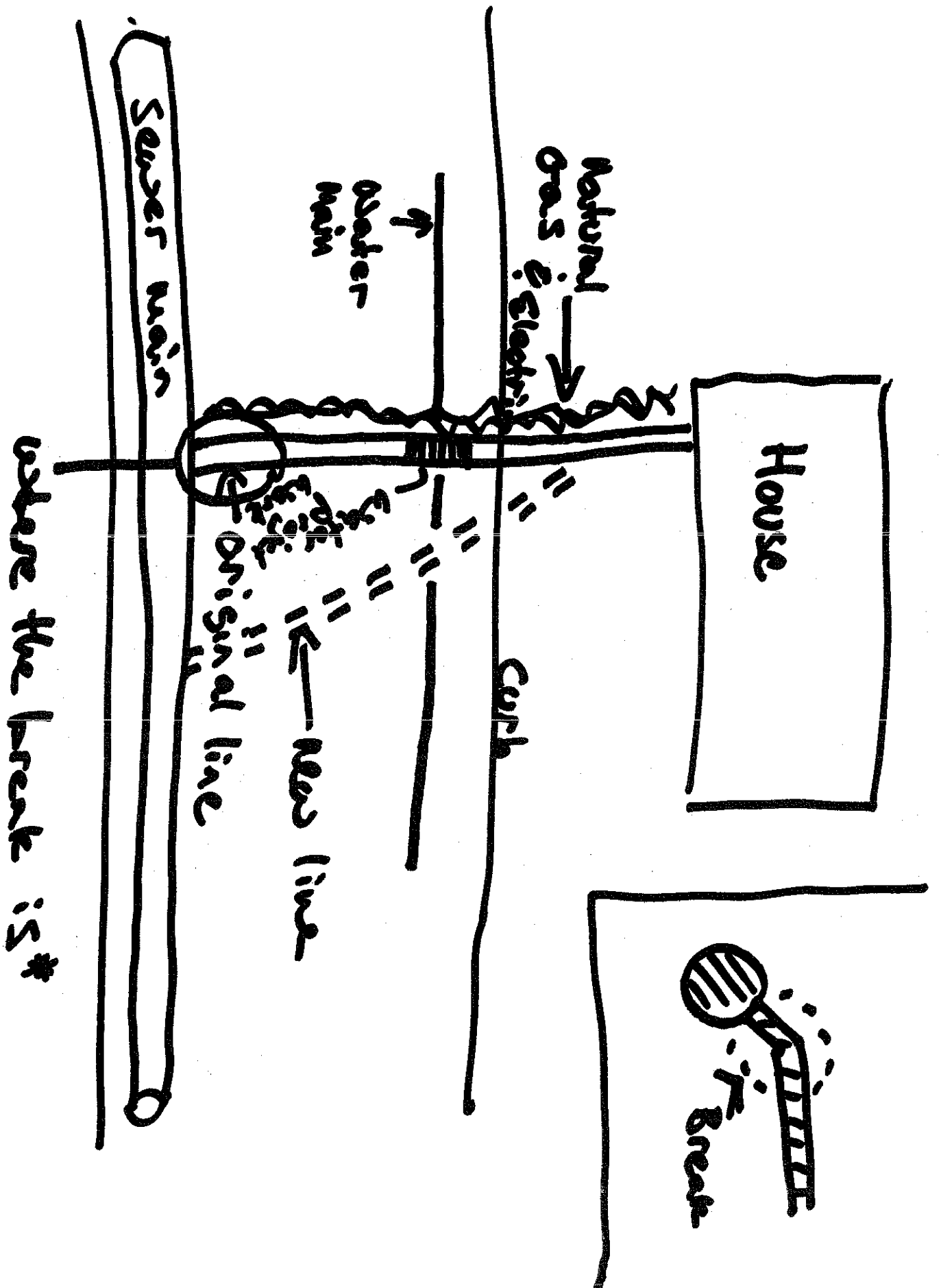
City officials met with Bolton and Menk, the engineers from the water project and based on where the break was located, he did not believe the water project could have been the cause for the sewer problem.

In the early 1990s there was a sewer project and East Hughes was included. During that project new sewer lines were intended to be installed in the right of way up to the curb so if there were issues with home owners lines, work would not need to be done in the street. Houselog's home still had clay line going in instead of PVC that would have been done with the project.

In my research, I have not been able to identify why his line is still clay. Was this an over-sight, was this done because of other utility lines in the same area, we have not been able to find a reason.

Houselog up to this point has two bills totaling \$7,110.49. He is asking the City to participate in the cost of the project.

The majority of the work was done in the City's right of way.



Thomas Plumbing, Inc.
 PO Box 164
 305 Highland Court
 Tyler, MN 56178
 (507) 247-4235

Bill To
 TROY HOUSELOG
 EAST HUGHES ST
 TYLER MN 56178

Invoice #	3818
Date	3/12/2015

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
26.5	LABOR FROM 1-15,3-6,3-7,3-8. SEWER PROBLEMS IN ROAD	60.00	1,590.00
100	4 PVC PIPE	3.60	360.00
2	4 PVC WYE	21.00	42.00
2	4 PVC ST 45	12.50	25.00
2	4 PVC 45	12.50	25.00
1	4 SADDLE TEE	0.00	0.00
2	4 FERNCO CAP	6.25	12.50
2	2 BANDS	5.00	10.00
1	GLUE CLEANER	25.00	25.00
	Minnesota Sales Tax	6.875%	0.00
Total			\$2,089.50

Invoice

A&C Excavating

PO Box 408
Marshall, MN 56258

Invoice #	2979
Date	3/8/2015

Bill To
Troy Houselog
522 E Hughes St
Tyler, MN 56178

Web Site
www.aandcexcavating.com

E-mail
aandcexcavating@yahoo.com

Fax #
507-247-8831

Chris Nibbe 507-530-2282

Project

Machine	Quantity	Description	Rate	Amount
Excavator	22	haul excavator, rip frost, install new sewer line in street	125.00	2,750.00
Labor	10	install new sewer line, backfill and pack trench	40.00	400.00
Rock	22	22 ton of crushed rock	14.00	308.00
Sales Tax			6.875%	21.18
Gravel	140	140 yards of gravel	8.50	1,190.00
Sales Tax			6.875%	81.81
Trucking	3	haul frost chunks, concrete, and tar away	90.00	270.00
				Total
				\$5,020.99

Thank you, we appreciate your business!!

To: Mayor and City Council
From: City Administrator
Date: May 4, 2015
Subject: Stoney Point Park

Memorandum

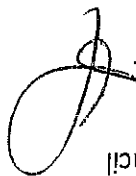
Dan Ellertson, who currently leases city property identified as Stoney Point Park has requested to be on the agenda for the May 4, 2015 meeting. Attached you will find the lease agreement as well as other materials related to the lease.

MEMORANDUM

To: Mayor and City Council

From: City Administrator

Date: May 6, 2013



Subject: Stoney Point Park Lease Discussion

Attached is a letter from the Southwest Health & Human Services to Stoney Point Park Properties (Dan Ellefson) outlining the required RV sewer access upgrades for Stoney Point Park.

As the scope of work required to comply with the letter is greater than Dan anticipated, Dan is likely to request some relief from the required 2013 lease payment of \$7,000. According to the lease agreement, the Council is under no obligation to modify the required annual lease payments. In fact, the revenue that the lease payments represent is considered as part of the General Fund's annual revenue. Traditionally, Stoney Point Park revenue has been used to subsidize the cost of the municipal swimming pool and other summer recreational programs. Any reduction in lease revenue will be noticed.

That being said, should the Council feel compelled to provide some relief in order to increase the chances for a successful enterprise at Stoney Point, I would recommend considering a full or partial deferment as opposed to a lease payment reduction or forgiveness. Perhaps a portion of the 2013 lease payment could be divided in four equal amounts and distributed among the remaining four years of the lease. As an example, should the Council decide to reduce this year's lease payment by \$4,000, we could add \$1,000 to the current projected lease payments over the next four years.

Dan will be present at the Council Meeting to a brief presentation and answer any questions the Council may have. He will likely have additional information to distribute as well. I have attached a copy of the current Stoney Point lease for your review.



Human Services Locations

Ivanhoe, MN	507-694-1270
Marshall, MN	507-537-6713
Slayton, MN	507-836-6486
Pipstone, MN	507-825-5024
Luverne, MN	507-283-5070

Human Services Locations

Ivanhoe, MN	507-694-1452
Marshall, MN	507-537-6747
Slayton, MN	507-836-6144
Luverne, MN	507-283-5070

April 9, 2013

Daniel Ellifson
Stoney Point Rec Properties
1647 Co. Rd. 111
Tyler, MN 56178

Dear Mr. Ellifson:


On April 2, we met at Stoney Point Park Campground to review your planned campground expansion. The campground currently has 29 existing campsites that do not have sewer service. Seventy campsites will be constructed on the adjacent property to the south of the existing campground.

You have the option of providing sewer access at each campsite or providing a dump station. According to our discussions, you plan to install sewer access at each campsite.

If any campsite does not have a sewer access, you must install at least one dumpstation. According to MN Rules 4630.0900, recreational camping areas accommodating recreational camping vehicles having a self contained liquid waste system with a waste reservoir shall provide a sanitary station for the disposal of waste water. Such sanitary stations shall be equipped with a four-inch sewer riser pipe, surrounded at the inlet by a concrete apron sloped towards the inlet drain, and provided with a suitable hinged cover. A water outlet, with the necessary appurtenances connected to the camp water supply system, shall be provided to permit periodic washdown of the immediate adjacent areas. Each recreational camping area accommodating self-contained recreational camping vehicles shall provide sanitary stations in the ratio of one for every 100 recreational camping sites or fraction thereof. Sanitary dumping stations shall be screened from other activities by visual barriers such as fences, walls, or natural growth and shall be separated from any recreational camping vehicle site by a distance of at least 50 feet. Final disposal of sewage from such dumping stations shall be by a method acceptable to the commissioner of health and Minnesota Pollution Control Agency.

The City of Tyler has a dump station located within city limits. However, according to rule, this dump station is not within an acceptable distance to the campground. An issue like this is usually addressed when a facility expands or has an ownership change. If you have questions regarding this matter, do not hesitate to contact me. I can be reached by calling 507-829-6502.

Sincerely,


Jason Kloss
Environmental Health Manager

An Equal Opportunity Employer

LEASE AGREEMENT

This AGREEMENT, made and entered into by and between the City of Tyler, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "CITY OF TYLER" and Stoney Point Recreational Properties, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter referred to as "STONEY POINT".

1. Leased Premises.

The Premises which are the subject of this Lease are the real property and all improvements situated in Lincoln County, Minnesota, and utilized as an RV campground by Stoney Point is the real estate is described as follows ("Premises" herein):

THAT PART OF GOVERNMENT LOT (1) OF SECTION THIRTY-SIX (36), TOWNSHIP ONE HUNDRED TEN (10) NORTH, RANGE FORTY-FIVE (45) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN LINCOLN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID GOVERNMENT LOT 1 LYING WEST OF THE EAST LINE OF SAID LOT 1 AND NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1,911.50 FEET, TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, DISTANCE OF 385.05 FEET; THENCE NORTH, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 42.00 FEET; THENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON, AND THERE TERMINATING.

AND,

THAT PART OF SAID GOVERNMENT LOT 1 OF SECTION 36 TOWNSHIP 110 NORTH, RANGE 45 WEST OF THE FIFTH P.M. DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1911.50 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 385.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 42.00 FEET; THENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1.

A DISTANCE OF 150.00 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON, THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID SHORELINE TO A POINT ON SAID SHORELINE WHICH LIES WEST AT RIGHT ANGLES TO A POINT ON THE EAST LINE OF SAID LOT 1 THAT IS 1911.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, (A DISTANCE OF 150.00 FEET, MORE OR LESS).

2. Grant of Lease.

The City of Tyler hereby leases and Stony Point hereby takes the Premises above described in accordance with the terms and provisions of this Lease.

2.1 Representations of the City of Tyler. City of Tyler represents and warrants that it has sufficient title to the subject Premises for the purposes of this agreement. The City of Tyler represents and warrants that there are no sublease agreements, liens, encumbrances, defects or restrictive covenants which will prevent Stony Point from conducting business on the Premises in accordance with the terms of this Lease.

2.2 Quiet Employment. City of Tyler agrees that Stony Point shall quietly have, hold and enjoy the Premises during the term of this Lease and the City of Tyler will defend Stony Point's possession and quiet enjoyment of the Premises from the claims of any person not claiming through Stony Point, as Lessee.

3. Term.

The initial term of this Lease shall be for a period of five (5) years commencing February 1, 2013 and ending December 31, 2017. Subject to written agreement regarding rent, this lease shall renew for consecutive five (5) year terms at expiration, unless either party service written notice of intent to terminate this lease 90 days prior to the termination of the lease or any renewal term.

4. Rent.

Rent for the Premises shall be annually, payable in biannual installments due on 1st day of July and the 1st of October each year during the term of this lease pursuant to the following rent schedule and commencing July 1, 2013.

YEAR	ANNUAL RENT
2013	\$7,000.00
2014	\$7,500.00 5,000
2015	\$8,000.00
2016	\$8,500.00
2017	\$9,000.00

RENEWAL TERM - SUBJECT TO RENEWAL & NEGOTIATION OF THE PARTIES

The Premises, including all improvements of Stoney Point shall be returned to the City of

Any physical damage occurring to the Premises as a result of the actions of Stoney Point or Stoney Point's guests or invitees are the sole responsibility of Stoney Point to repair or replace. Such actions include, but are not necessarily limited to damage to buildings and fixtures of the City of Tyler.

Stoney Point shall be responsible for the cost of maintenance of the grounds, buildings, plumbing, and water systems located upon the Premises.

7. Expenses of Stoney Point.

The City of Tyler will be responsible for real estate taxes, but the City shall be reimbursed upon within 30 days of payment by Stoney Point.

6. Expenses of the City of Tyler.

5.3. Stoney Point shall make available for use by the public at no cost the shore area of Lake Benton for fishing, including reasonable access for parking. All members of the public shall be expected to comply with campground rules when present on the premises and anyone found not in compliance may be excluded from the park.

5.2. The City of Tyler reserves the public accesses located at the Northeast and the Southwest corners of the premises and adjoining green space for access by the public to and from Lake Benton, including parking vehicles, boats and trailers in designated parking areas. The City of Tyler shall be responsible for maintaining liability insurance for the public accesses, but Stoney Point agrees to mow the parking area and to coordinate with the City of Tyler for needed maintenance. The City reserves the right to close any public access at any time. The City may also maintain an emergency siren and shall retain rights of access to and from the premises to maintain the siren.

5.1. The Premises will be used only as a recreational vehicle campground for both seasonal and short term camping, tent camping, picnicking, boating and other outdoor recreation purposes. Stoney Point will not use the Premises for any other purpose and shall not sell or dispense beer or other intoxicating beverages on the Premises.

5. Use of the Premises.

City of Tyler
230 North Tyler Street
Tyler, MN 56178
Phone: 507-247-5556

Rent shall be paid by forwarding the same to the following address:

10.1 Stoney Point shall maintain liability insurance for the Premises, naming the City of Tyler as an additional insured, and shall provide proof of insurance to the City of Tyler, including the provision providing for notice prior to cancellation. Such liability insurance shall provide minimum limits of two million (\$2,000,000) dollars per incident. Stoney Point shall be responsible for insuring any property of Stoney Point located upon the

10. Insurance by Stoney Point.

9.3. The Stoney Point shall at all times keep the Premises free of any and all hazardous waste or hazardous substances as the same are defined by state or federal law. In the event of the release by Stoney Point or any person acting under the direction or in association with Stoney Point of hazardous wastes or hazardous substances upon the Premises, Stoney Point shall indemnify and hold the City of Tyler harmless from any claim for liability associated therewith. Stoney Point shall be responsible for all of the expenses of cleaning up any releases of hazardous wastes or hazardous substances upon the Premises.

9.2. All modifications made to the Premises shall be the sole and exclusive property of the City of Tyler. Stoney Point shall not remove any improvements now or hereafter made upon the Premises by Stoney Point, provided Stoney Point may disconnect the Premises from a common septic system located off the Premises at the termination of this lease.

9.1. Stoney Point shall not make any alterations or modifications, including the removal of healthy trees, or install any new equipment upon the Premises without the consent of the City of Tyler, which consent shall not be unreasonably withheld and may include submission of plans and specifications. The City of Tyler hereby consents to the installation of new water, sewer and electric lines to the campsites and the demolition or modification of the south fence line. Stoney Point agrees to keep the Premises in compliance with all applicable state and/or federal regulations, and to inform the City of Tyler at any time that Stoney Point is notified that the Premises are not in such compliance.

9. Modifications to the Premises.

All utilities used upon the Premises shall be paid for by Stoney Point at Stoney Point's exclusive expense. The uncured failure to pay utilities or other charges shall be a breach of this Lease and entitle the City of Tyler to terminate the Lease or may make payment to the utility and add the cost as rent for the Premises to Stoney Point.

8. Utilities.

Tyler at the expiration of the lease term in good condition, subject or normal wear and tear.

10.2 Stoney Point shall maintain casualty insurance as to the structure. Such insurance shall be in limits to reasonably suitable to Stoney Point, and shall be maintained with a company satisfactory to Stoney Point, naming the City of Tyler as an additional insured.

10.3 If the Premises are destroyed or damaged not due to the fault of Stoney Point or Stoney Point's guests, and the Premises are unfit for the use as contemplated by this Lease, Stoney Point is not required to pay rent for the time that the Premises cannot be used. If the Premises are damaged or destroyed, Stoney Point may decide not to rebuild or repair the property. If Stoney Point so determines, Stoney Point shall notify the City of Tyler in writing of Stoney Point's intention to immediately terminate this Lease and in that event, the obligations of each of the parties, including Stoney Point's obligation to pay rent, shall end without damage due to Stoney Point for early termination of this lease, provided rent in the year of termination shall be prorated to the date of service of notice upon the City of Tyler. In event of election not to rebuild, any settlement for a claim relating to casualty loss occurring upon the Premises shall be paid exclusively to the City of Tyler.

11. Inspection - Right of Entry.

The City of Tyler or his agents may enter the Premises at all times, day or night, and for any purposes and to perform while upon the premises any work that the City of Tyler decides is necessary.

12. Assignment or Subletting.

Except for the purposes authorized by terms of this lease, Stoney Point shall not assign or sublet all or any portion of the Premises.

13. Default and Termination.

13.1 Non-Payment of Rent. If Stoney Point does not pay the rent or other amounts when due, or either party violates any term of this Lease, it will constitute default of the Lease, and the nonbreaching party may terminate the Lease in accordance herewith.

13.2 Notice of Default. In event of breach, by either party, the nonbreaching party shall give notice of such breach in writing to the breaching party at their last known address as to the event of default. If incurred within 10 business days following such written notice, the Lease may be terminated in accordance with law.

13.3 Illegal Substances. If illegal substances of contraband or a controlled substance is manufactured, distributed, or acquired in violation of Minnesota law, and if the same is seized on the Premises which are the subject of the Lease, and unless there is an

Premises.

appropriate defense to such action, the Lease may be considered void and pursuant to M.S. 609.5317, Stoney Point shall have no further right to possession of the Premises, and the City of Tyler may bring an eviction action against Stoney Point.

13.4 Expenses. If the City of Tyler must take any legal action of incur any expense in the nature of attorneys' fees, court filing fees, or other legal expense, Stoney Point agrees that he is responsible for the payment of all such expenses occasioned by his default hereunder.

14. Right of First Refusal.

14.1. City of Tyler grants to Stoney Point a right of first refusal for the purchase of the Premises. City of Tyler and Stoney Point agree that if City of Tyler receives a bona fide offer from a third party for the purchase of all or any part of the Premises, which offer City of Tyler is willing to accept, City of Tyler will give Stoney Point written notice thereof, and will send Stoney Point a copy of the proposed contract of sale to such third party. Stoney Point shall have the right for sixty (60) days after the receipt of such notice to enter into a contract for the sale of the Premises at the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of Stoney Point shall be paramount to the rights of the third party.

14.2. If Stoney Point fails to exercise any such preemptive right within the time herein specified, City of Tyler shall be at liberty to enter into a contract for the sale of the Premises with the third party at the same price and on the same terms as contained in the proposed contract of sale sent to Stoney Point. This right of first refusal shall continue in effect until the conveyance of the Premises in fee simple to Stoney Point or to a third party pursuant to the right of first refusal described above.

14.3. If the Premises is not conveyed in fee simple to Stoney Point or to a third party pursuant to the right of first refusal described above, the right of first refusal shall expire at the termination of this lease or if renewed, at the expiration of any renewal period. Upon the termination of this right of first refusal, either by a conveyance of the Premises or by expiration, Stoney Point shall deliver to City of Tyler a signed and acknowledged document stating that this right of first refusal has terminated and that Stoney Point expressly relinquished all rights under this right of first refusal agreement,

Dated this 29th day of January, 2013.

CITY OF TYLER:

By: Kurt Thomssen
Its: Mayor

STONEY POINT

By: Daniel Ellertson
Its: President

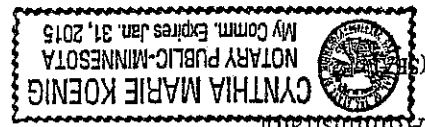
1-29-13

By: Bruce Williams

Its: City Administrator

STATE OF MINNESOTA)
(ss.)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 29th day of January, 2013, on behalf of the City of Tyler, by Kurt Thomsen, as Mayor, and Bruce Williams, as City

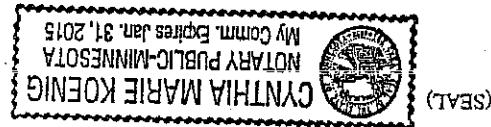


Cynthia M. Koenig

Notary Public

STATE OF Minnesota)
() ss.)
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 29th day of January, 2013, on behalf of Stoney Point Recreational Properties, LLC by Daniel Ellertson, the President of



THIS INSTRUMENT WAS PREPARED BY:

Petersen Law Office, PLLC
Glen A. Petersen
Attorney at Law
P. O. Box 671
225 North Tyler Street
Tyler, MN 56178

Cynthia M. Koenig

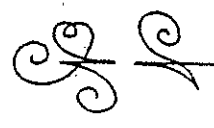
Notary Public

AMENDED

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

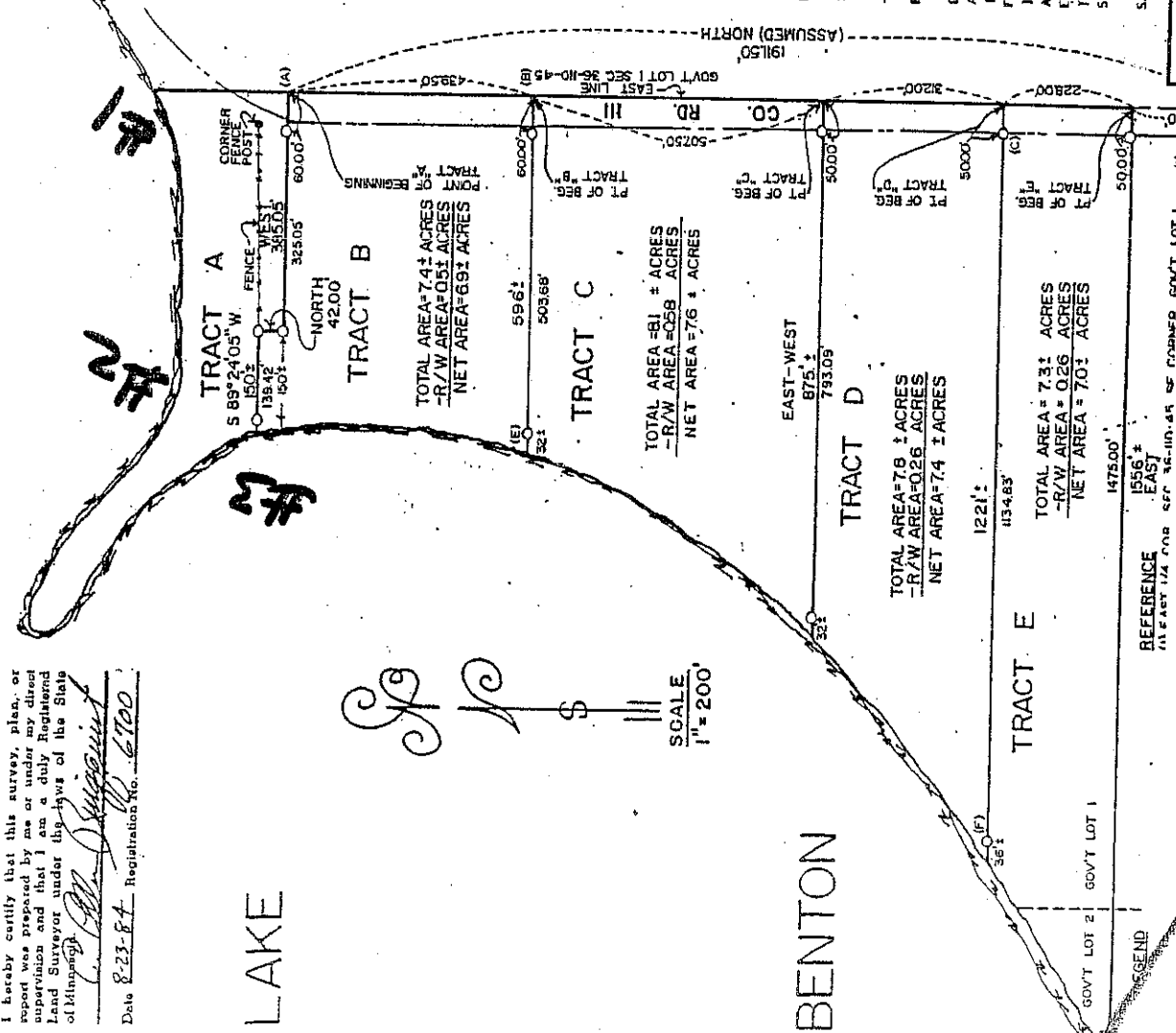
John J. Suggs
Date 8-23-84 Registration No. 6700

LAKE



SCALE
1" = 200'

BENTON



TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

TOTAL AREA=74.4 ACRES
-R/W AREA=0.51 ACRES
NET AREA=69.1 ACRES

TOTAL AREA=81.4 ACRES
-R/W AREA=0.58 ACRES
NET AREA=76.3 ACRES

TOTAL AREA=78.4 ACRES
-R/W AREA=0.26 ACRES
NET AREA=74.1 ACRES

TOTAL AREA= 7.31 ACRES
-R/W AREA= 0.26 ACRES
NET AREA= 7.01 ACRES

REFERENCE
1556*
EAST
1/4 SEC 36-10-45 5TH RANGE 45TH WEST OF
FIFTH PRINCIPAL MERIDIAN, IN LINCOLN COUNTY, MINNESOTA

DESCRIPTIONS

THAT PART OF GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 110 NORTH, RANGE 45 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN LINCOLN COUNTY, MINNESOTA, IS DESCRIBED AS FOLLOWS:

TRACT A

ALL THAT PART OF SAID GOVERNMENT LOT 1 LYING WEST OF THE EAST LINE OF SAID LOT 1 AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1, HENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1911.50 FEET, TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; HENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 385.05 FEET; HENCE NORTH, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 42.00 FEET; HENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON, AND THERE TERMINATING.

TRACT B

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; HENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1472.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; HENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 493.30 FEET; HENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 385.05 FEET; HENCE NORTH, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 42.00 FEET; HENCE WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON; HENCE SOUTHWESTERLY, ALONG SAID SHORELINE, TO A POINT ON SAID SHORELINE WHICH LIES WEST, AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, FROM THE POINT OF BEGINNING; HENCE EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 596 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 7.4 ACRES, MORE OR LESS.

TRACT C

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; HENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 964.5 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; HENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 507.30 FEET; HENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 996 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON; HENCE SOUTHWESTERLY, ALONG SAID SHORELINE, TO A POINT ON SAID SHORELINE WHICH LIES WEST, AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, FROM THE POINT OF BEGINNING; HENCE EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 875 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 7.6 ACRES, MORE OR LESS.

TRACT D

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; HENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 652.50 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; HENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 312.00 FEET; HENCE WEST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 875 FEET, MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON; HENCE SOUTHWESTERLY, ALONG SAID SHORELINE, TO A POINT ON SAID SHORELINE WHICH LIES WEST, AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, FROM THE POINT OF BEGINNING; HENCE EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1223 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 7.4 ACRES, MORE OR LESS.

TRACT E

THAT PART OF GOVERNMENT LOTS 1 AND 2 OF SECTION 36, TOWNSHIP 110 NORTH, RANGE 45 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN LINCOLN COUNTY, MINNESOTA, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; HENCE NORTH, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 424.50 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; HENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 278.00 FEET; HENCE WEST ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1221.00 FEET; MORE OR LESS, TO THE EASTERLY SHORELINE OF LAKE BENTON; HENCE SOUTHWESTERLY, ALONG SAID SHORELINE, TO A POINT ON SAID SHORELINE WHICH LIES WEST, AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, FROM THE POINT OF BEGINNING; HENCE EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1475 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 7.3 ACRES, MORE OR LESS.

SAID TRACTS ARE SUBJECT TO EASEMENTS OF RECORD, IF ANY.

To: Mayor and City Council
From: City Administrator
Date: May 4, 2015
Subject: EIB/Personnel Policy

Memorandum

During the April 6, 2015 meeting, the Tyler City Council voted 4-1 to deny an employee's request for a full payout of the funds from their Extended Illness Bank. Following that discussion, the personnel committee discussed the policy as well as making changes to our over-all personnel policy. It was decided at the personnel meeting the council should revisit the discussion and its decision. The committee and city staff will be reviewing the personnel policy for possible changes in the near future.

To: Mayor and City Council
From: City Administrator
Date: May 4, 2015
Subject: City Administrator/Utility Report

Memorandum

- A. The City staff will be putting out reminders about our pet ordinance reminding residents they need to have their dogs and cats registered. We will be advertising in the paper and working with the Vet Clinic to set up a day for vaccinations where residents can also register their pets.
- B. At the last TRFD meeting, Administrator Wolfington offered to head up a taskforce to look at the broadband concerns in the community. We are exploring educational opportunities for what is currently available and to better understand the needs of the community.
- C. Attached is a lawn watering ordinance update to establish restrictions in case drought conditions occur.
- D. I have been in contact with the resident on Highland Court about his sidewalk request. I asked him to provide the city with a quote on the cost of the project and the last time we spoke he was still working on obtaining a quote.

**City of Tyler, Minnesota
2015 Animal License Renewal Notice**

TO: ALL CITY OF TYLER RESIDENTS

This is a reminder that all dogs and cats residing within the City Limits of Tyler must be licensed. Said licenses become due the 1st of January and will be renewable every two years.

City Code Section 9.10.2.2 Registration Fee

Any person, firm or corporation owning, keeping, or harboring any dog or cat over the age of six (6) months within the corporate limits of Tyler, shall pay an annual registration fee as follows:

\$5.00 annually for each spayed female or neutered male

\$20.00 annually for each unsprayed female or unneutered male

City Code Section 9.10.04. Vaccination Required

Any person making application for license for a dog or cat shall be required to present to City Hall at the time of making such application a certificate issued by a licensed veterinarian only, showing that such dog and/or cat has been vaccinated with a recognized anti-rabies vaccine and distemper and showing that the vaccinations so administered to such dog or cat administered within the calendar year in which the application is made.

City Code Section 9.10.1. Running at Large Prohibited

It is unlawful for any owner of dogs and cats to allow said animal to run at large within the City of Tyler, Minnesota. An animal shall be deemed running at large when found upon public or private property when not under the control of the owner.

- The animal license may be purchased at City of Tyler office, 230 N Tyler St, Tyler, Minnesota 56178 between the hours of 8:30 am and 5:00 pm, Monday-Friday. When applying for license, please bring a copy of your rabies certificate and the below form filled out. If applying by mail, please complete the following steps:
 - 1. Include a copy of your rabies certificate
 - 2. Completed form filled out
 - 3. A self addressed stamped envelope.

If you have any questions, please call City Hall at 507-247-5556

Owner Name: _____ Signature _____

Address: _____ Date _____

Home Phone: _____ Work Phone: _____

Animal Name: _____ Sex: _____ Number of animals per household _____

Breed: _____ Color: _____ License Number _____ (Office use only)

Check one: Females: Spayed _____ Unspayed _____ Males: Neutered _____ Unneutered _____

Lawn Watering Ordinance #15-
Ordinance Establishing Lawn Watering Restrictions

WHEREAS, the Tyler Public Utilities municipal water supply system may reach critical levels due to summer peak usage; and

WHEREAS, a possibility of water shortage is made more critical by hot and dry weather conditions; and

WHEREAS, lack of adequate water pressure could cause serious fire protection problems; and

WHEREAS, it has been determined that a watering ban must be implemented in order to assure the safety and well-being of the residents of the City of Tyler.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tyler, hereby establishes restrictions for all residential, commercial and industrial users of the Utilities' water system;

1. The City Clerk of the City of Tyler shall be given the authority to implement emergency restrictions to restrict water use during emergency periods. The City Clerk of the City of Tyler shall notify municipal system users of a watering ban by publishing notice in the Tyler Tribune, Tyler access Channel 3, and the City's website.
2. Residents with an odd house number shall water lawns or wash cars when necessary only on odd-numbered calendar days, and those with even-numbered addresses shall water lawns or wash cars only on even-numbered days. Lawns shall not be watered between the hours of 10:00 am and 6:00 pm.
3. An exception may be granted for recently established lawns. Those lawns may be watered daily for up to one month after installation, but only during the hours listed above.
4. In extreme emergency cases, the City Clerk of the City of Tyler shall have the authority to issue a total watering ban until such time that the emergency situation ceases to exist.
5. The penalty for violating the Utilities' watering ban shall be a warning for the first day of violation, a \$25.00 per day fine for the second violation, and a \$50.00 per day fine for the third violation.

Effective Date, this ordinance becomes effective upon publication

Passed by the Tyler City Council this 4th day of May 2014.

Mayor

Attested by City Administrator

Introduced: May 4, 2015

Final Passage on: May 4, 2015

Publication in Tyler Tribune: May 12, 2015