

Greenbush City Council – Regular Council Meeting  
Monday, July 16, 2018, at 5:30 pm  
Greenbush Library Conference Room  
Agenda

Call to Order

Public Comments

New Business

- NAPA's Sewer Line
- Wastewater Pond Treatment  
[Pond Treatment](#)
- Old Street Sweeper and Mosquito Sprayer
- Comp Time Cash out Request By Ryan Ratkovec

Old Business

- Tim Truscinski/Ace Water
- Cardboard Recycling
- FY 2019 Proposed Budget  
[2019 Proposed General Fund Budget](#)  
[2019 Proposed Budgets for Misc Fund](#)
- Street Signs and City Speeds  
[Recommendations for Signs and Speeds in the City](#)
- 2018 Infrastructure Projects
- Dirt Bike Racing  
[Dirt Bike Track Lease](#)
- City/County Shop
- Trap Club/Race Park  
[Greenbush Race Park Lease](#)  
[Trap club Lease](#)
- Pool House

Citizen Complaints

Committee Reports

Consent Agenda

*Those items listed under Consent Agenda are considered to be routine by the City Council and will be acted upon by one motion under this agenda item. There will be no separate discussion of these items, unless a Council Member so requests, in which event, the item will be removed from the consent agenda and be considered separately.*

- Minutes (June 18)  
[Minutes June 18, 2018](#)
- Bills  
[Bills July 2018](#)
- Receipts  
[Receipts June 2018](#)

Upcoming Meetings:

- Regular Council Meetings: at 5:30 pm on August 20<sup>th</sup>, Sept 17<sup>th</sup>, and Oct 15<sup>th</sup>

Adjournment

June 29, 2018



Greenbush City of

Greenbush, MN

Subject: Waste Water Lagoon and Lift Station Treatment

WATER TREATMENT GROUP

Hawkins, Inc.

2001 Great Northern Drive

Fargo, ND 58102

Phone: (701) 293-9618

Fax: (701) 293-9661

Pond Treatment:

Initial Treatment

12 Pails Aqua Hawk MB – Sludge                      \$3,000.00

Maintenance Treatment

8 Pails Aqua Hawk MB – WW                      \$3,804.00

(8 bags/week)

Total Price                                              \$6,804.00

Thank you for giving me the opportunity to work with you on this project. If you have any questions, please feel free to call at any time.

Dan Stroud

Hawkins Water Treatment Group

# 2018 Proposed General Fund Budget

7/11/2018

Total Estimated Market Value	24,555,900	\$29,586,500
Taxable Market Value	20,194,700	\$24,164,600
Tax Capacity	229,150	

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Proposed
<b>Revenues</b>					
31001- General Property Taxes	252,495.28	258,545.29	159,095.87	265,225.00	
31100- Special Assessments	2,518.80	945.15	0.00	1,000.00	
32110- Liquor Licenses	2,370.00	2,370.00	2,320.00	2,370.00	
32240- Pet License	160.00	30.00	0.00	100.00	
32260- Zoning Permit	25.00	150.00	0.00	50.00	
32270- Golf Cart/ATV Permit	165.00	125.00	150.00	200.00	
33401- Local Government Aid	254,589.73	255,111.00	0.00	261,128.00	
33418- Street Aid	0.00	10,086.00	0.00	0.00	
33429- PERA Aid	668.00	668.00	0.00	668.00	
34101- Community Center Rent	1,235.00	1,365.00	755.00	1,000.00	
34112- Farm Rent	3,080.00	4,504.50	0.00	4,504.50	
34113- Mosquito Control	4,689.74	4,754.10	2,483.99	4,500.00	
34115- Sale of Equip- Shop	189.00	4,042.15	67.20	0.00	
34116- Charges for Services- CC	82.35	23.19	26.37	100.00	
34310- Charges for Services- Shop	1,630.18	250.00	300.00	1,000.00	
34720- Pool Fees	26,943.24	24,817.28	19,631.38	22,000.00	
34780- Legion Park Camping Fees	1,855.00	3,391.00	855.00	2,000.00	
34800- Fire Contract Fee	28,000.00	28,000.00	25,400.00	28,000.00	
34820- Fire Call Fee	3,650.00	2,866.00	15,447.50	3,000.00	
34830- State Fire Relief	17,787.86	17,471.13	0.00	11,000.00	
34840- Ambulance Bay Rent	1,600.00	0.00	0.00	0.00	
35101- Fines and Forfeits	1,909.82	399.93	96.66	0.00	
36200- Misc Revenues	28,727.14	5,166.06	13,828.34	6,000.00	
36210- Interest Earnings	180.60	251.05	3,407.33	500.00	
39500- Election Fees	0.00	0.00	0.00	6.00	
39330- Equipment Lease	0.00	0.00	106,481.81	0.00	
<b>Total Revenues</b>	<b>634,551.74</b>	<b>625,331.83</b>	<b>350,346.45</b>	<b>614,351.50</b>	<b>0.00</b>
<b>Expenditures</b>					
<b>41110- CITY HALL -COMMUNITY CENTER</b>					
101- Wages and Salaries	44,579.19	46,016.64	24,828.06	47,000.00	
103- Part-Time Wages	4,323.20	4,661.95	2,670.00	4,620.00	
109- Council Wages	7,823.09	7,607.65	3,709.59	8,000.00	
121- Employer Cont - PERA	3,261.25	3,329.92	2,582.95	3,600.00	
122- Employer Contrib - FICA	4,523.29	4,483.38	2,251.47	4,600.00	
131- Employer Paid Insurance-Health	-	458.00	2,748.00	5,500.00	
132- Employer Paid Insurance- Dental	2,035.20	2,017.06	969.84	2,000.00	
151- Workmens Compensation	319.33	474.14	365.16	400.00	
201- Operating Supplies	7,233.26	8,569.03	4,359.08	6,500.00	
301- Auditing Services	4,900.00	4,900.00	7,200.00	4,900.00	
304- Legal	1,160.95	925.00	0.00	1,500.00	
310- Assessor Services	3,564.00	3,664.00	3,698.00	3,700.00	
321- Telephone	1,051.91	1,131.17	583.15	1,400.00	
322- Postage	707.74	1,178.13	222.00	1,000.00	
326- Computer Support/Maint	900.00	752.00	275.00	1,000.00	
331- Training & Travel	742.78	238.40	106.82	1,500.00	
351- Publication	692.58	348.33	60.00	1,000.00	
361- Insurance	2,647.49	3,055.20	2,833.79	3,500.00	
381- Electric Service	5,064.56	3,504.73	1,876.87	5,000.00	
383- Gas- LP	133.95	493.73	1,369.40	2,000.00	
433- Dues & Subscriptions	1,420.55	1,420.20	487.20	1,500.00	
437- Miscellaneous	47,307.95	0.00	0.00	0.00	
440- Property Taxes	1,024.50	1,025.00	1,660.62	1,100.00	
520- Reserves	5,000.00	5,000.00	0.00	5,000.00	
<b>Total CITY HALL - COMMUNITY CENTER</b>	<b>150,416.77</b>	<b>105,253.66</b>	<b>64,857.00</b>	<b>116,320.00</b>	<b>0.00</b>

# 2018 Proposed General Fund Budget

7/11/2018

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Proposed
<b>41410- ELECTION</b>					
201- Operating Supplies	3,062.48	0.00	0.00	3,500.00	
<b>Total Election Expenditures</b>	<b>3,062.48</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>0.00</b>
<b>41940- OTHER EXPENDITURES</b>					
440- Property Taxes	1,814.00	1,558.00	1,382.00	1,600.00	
481- Mosquito Control	4,360.00	4,668.91	10,470.64	5,000.00	
483- Summer Rec	2,500.00	2,500.00	0.00	2,500.00	
484- Holidays/Events	10,716.38	5,330.57	185.52	7,500.00	
<b>Total Other Expenditures</b>	<b>19,390.38</b>	<b>14,057.48</b>	<b>12,038.16</b>	<b>16,600.00</b>	<b>0.00</b>
<b>42110- POLICE DEPARTMENT</b>					
201- Operating Supplies	0.00	0.00	0.00	0.00	
480- Contractual Services	3,084.71	0.00	0.00	10,000.00	
<b>Total POLICE DEPARTMENT</b>	<b>3,084.71</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>
<b>42210- FIRE DEPARTMENT</b>					
103- Part-time Wages	0.00	0.00	1,380.01	0.00	
151- Workmens Compensation	3,123.06	3,218.14	1,675.40	4,000.00	
201- Operating Supplies	13,412.18	6,201.50	5,564.32	5,000.00	
208- Monthly Meeting Supplies	1,394.41	1,454.95	1,190.00	1,500.00	
221- Vehicle/Equip. Maint	10,448.90	17,364.56	3,667.35	3,000.00	
311- Safety Program	1,705.00	0.00	1,694.00	3,000.00	
321- Telephone	1,030.28	945.33	432.65	1,200.00	
331- Training & Travel	0.00	318.40	1,280.00	3,000.00	
361- Insurance	2,689.22	3,244.85	3,495.70	4,000.00	
381- Electric Service	2,327.83	2,317.95	1,244.35	2,500.00	
383- Gas- LP	1,011.66	2,099.32	4,581.47	7,000.00	
386- Vehicle Fuel	1,280.36	926.65	1,564.23	2,000.00	
433- Dues & Subscriptions	123.00	133.00	0.00	250.00	
460- Uniforms	3,971.45	157.00	0.00	3,000.00	
540- Reserves	13,000.00	13,000.00	0.00	13,000.00	
<b>Total FIRE DEPARTMENT</b>	<b>55,517.35</b>	<b>51,381.65</b>	<b>27,769.48</b>	<b>52,450.00</b>	<b>0.00</b>
<b>42290- FIRE RELIEF ASSOCIATION</b>					
401- Miscellaneous (STATE AID)	17,787.86	17,471.13	0.00	11,000.00	
<b>Total FIRE RELIEF ASSOCIATION</b>	<b>17,787.86</b>	<b>17,471.13</b>	<b>0.00</b>	<b>11,000.00</b>	<b>0.00</b>
<b>43001- PUBLIC WORKS/STREET DEPT</b>					
101- Wages and Salaries	44,159.66	47,719.12	24,886.59	47,000.00	
103- Part-Time Wages	8,552.71	10,533.88	5,595.99	9,900.00	
121- Employer Cont - PERA	3,251.36	3,441.62	1,559.92	3,600.00	
122- Employer Contrib - FICA	3,960.21	4,372.46	1,909.57	4,400.00	
131- Employer Paid Insurance- Health	-	458.00	2,748.00	5,500.00	
132- Employer Paid Insurance- Dental	810.12	803.26	377.64	1,400.00	
151- Workmens Compensation	2,270.24	3,287.64	1,787.40	2,500.00	
201- Operating Supplies	21,170.83	40,287.55	20,208.31	27,800.00	
221- Vehicle/Equip. Maint	4,345.15	12,348.88	952.32	9,000.00	
226- Traffic Signs	8,602.06	549.12	0.00	500.00	
321- Telephone	1,250.83	1,020.99	109.77	0.00	
351- Publication	0.00	0.00	0.00	100.00	
361- Insurance	3,669.15	3,184.85	2,330.83	5,000.00	
381- Electric Service	2,336.21	2,531.94	1,748.26	1,000.00	
383- Gas- LP	521.93	2,686.12	1,712.12	1,000.00	
386- Vehicle Fuel	5,267.62	7,604.67	5,288.70	12,000.00	
401- Miscellaneous	0.00	21,337.59	0.00	0.00	
460- Uniforms	217.97	309.93	139.99	200.00	
520- Reserves	1,000.00	1,000.00	0.00	1,000.00	
540- Other Equipment	6,000.00	6,000.00	0.00	6,000.00	
599-Lease	0.00	0.00	58,144.32	8,644.32	
<b>Total PUBLIC WORKS/STREET DEPT</b>	<b>117,386.05</b>	<b>169,477.62</b>	<b>129,499.73</b>	<b>146,544.32</b>	<b>0.00</b>

# 2018 Proposed General Fund Budget

7/11/2018

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Proposed
<b>43002-City/County Maint Facility</b>					
321- Telephone	0.00	0.00	986.69	1,400.00	
381- Electric Service	0.00	298.08	3,848.84	3,000.00	
383- Gas- LP	0.00	1,017.54	1,301.76	4,000.00	
437- Shop Payment to County	0.00	0.00	0.00	20,000.00	
<b>Total City/County Maint Facility</b>	<b>0.00</b>	<b>1,315.62</b>	<b>6,137.29</b>	<b>28,400.00</b>	<b>0.00</b>
<b>43160- STREET LIGHTS</b>					
381- Electric Service	18,815.82	19,249.02	9,738.93	18,500.00	
<b>Total STREET LIGHTS</b>	<b>18,815.82</b>	<b>19,249.02</b>	<b>9,738.93</b>	<b>18,500.00</b>	<b>0.00</b>
<b>45122- CITY PARKS</b>					
103- Part-Time Wages	2,896.55	3,632.51	1,732.36	3,300.00	
151- Workmens Compensation	43.85	128.14	222.64	50.00	
201- Operating Supplies	5,051.92	2,985.12	3,146.07	7,500.00	
361- Insurance	3,505.65	3,280.85	4,584.79	4,000.00	
381- Electric Service	2,766.78	2,573.33	1,075.94	3,000.00	
386- Vehicle Fuel	790.36	922.84	0.00	1,000.00	
440- Property Taxes	550.00	550.00	550.00	500.00	
520- Buildings & Structures	1,000.00	1,000.00	0.00	1,000.00	
530- Reserves	1,000.00	1,000.00	0.00	1,000.00	
<b>Total CITY PARKS</b>	<b>17,605.11</b>	<b>16,072.79</b>	<b>11,311.80</b>	<b>21,350.00</b>	<b>0.00</b>
<b>45124- SWIMMING POOL</b>					
103- Part-Time Wages	20,764.55	15,098.18	4,284.67	23,000.00	
122- Employer Contrib - FICA	1,738.97	1,305.55	0.00	1,800.00	
151- Workmens Compensation	910.27	1,044.16	1,000.00	1,000.00	
201- Operating Supplies	9,786.06	14,087.14	12,630.18	10,000.00	
321- Telephone	159.85	459.86	0.00	150.00	
331- Training & Travel	1,893.15	475.00	750.00	500.00	
361- Insurance	1,971.65	1,908.85	3,527.39	2,500.00	
381- Electric Service	2,293.17	2,157.79	0.00	2,500.00	
383- Gas - LP	3,634.77	4,783.10	1,181.50	3,500.00	
390- Chemicals	8,656.89	9,842.50	5,440.55	9,000.00	
450- Licenses/Permits	650.00	720.00	0.00	550.00	
460- Uniforms	302.00	742.30	0.00	500.00	
530- Reserves	13,000.00	13,000.00	0.00	13,000.00	
540- Other Equipment	5,000.00	5,000.00	0.00	5,000.00	
<b>Total SWIMMING POOL</b>	<b>70,761.33</b>	<b>70,624.43</b>	<b>28,814.29</b>	<b>73,000.00</b>	<b>0.00</b>
<b>45125- Golf Course</b>					
201- Operating Supplies	7,000.00	7,000.00	7,000.00	7,000.00	
<b>Total GOLF COURSE</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>0.00</b>
<b>45128- ICE RINKS</b>					
201- Operating Supplies	0.00	480.02	1,854.59	200.00	
361- Insurance	443.40	418.85	519.10	600.00	
365-Building Lease	1,500.00	500.00	0.00	500.00	
381- Electric Service	227.86	261.04	161.61	250.00	
383- Gas - LP	223.00	206.23	417.53	600.00	
<b>Total ICE RINKS</b>	<b>2,394.26</b>	<b>1,866.14</b>	<b>2,952.83</b>	<b>2,150.00</b>	<b>0.00</b>
<b>45501- LIBRARY</b>					
201- Operating Supplies	3,216.21	944.05	731.98	1,000.00	
361- Insurance	1,282.65	1,163.85	952.10	1,500.00	
383- Gas- LP	0.00	1,097.23	1,369.42	5,000.00	
401- Miscellaneous	0.00	38,638.01	0.00	0.00	
480- Contractual Services	14,065.00	14,768.00	7,531.50	15,063.00	
601- Principal	11,775.00	0.00	0.00	0.00	
611- Interest	324.00	0.00	0.00	0.00	
<b>Total LIBRARY</b>	<b>30,662.86</b>	<b>56,611.14</b>	<b>10,585.00</b>	<b>22,563.00</b>	<b>0.00</b>

# 2018 Proposed General Fund Budget

7/11/2018

2016 Actual      2017 Actual      2018 Actual      2018 Budget      2019  
Proposed

<b>48000- ECONOMIC DEVELOPMENT</b>					
401- Miscellaneous	2,250.00	0.00	0.00	3,000.00	
<b>Total ECONOMIC DEVELOPMENT</b>	<b>2,250.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>
<b>43121- Street Repairs</b>					
201- Operating Supplies	<b>58,792.17</b>	<b>0.00</b>	<b>0.00</b>	<b>61,974.18</b>	
<b>48300 Fire Protection Fees</b>					
950-Fire Protection Fees	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	
<b>Total Expenditures</b>	<b>589,927.15</b>	<b>545,380.68</b>	<b>310,704.51</b>	<b>614,351.50</b>	

## 2018 Proposed Budgets for Miscellaneous Funds

7/11/2018

### 206- General Fund Reserves

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
33631- CC Reserves	0.00	5,000.00	0.00	0.00
33633- PW Reserves	1,000.00	1,000.00	0.00	0.00
33634- PW Equip Reserves	6,000.00	6,000.00	0.00	0.00
33635- Parks Building Reserves	1,000.00	1,000.00	0.00	0.00
33636- Parks Reserves	1,000.00	1,000.00	0.00	0.00
33637- Pool Reserves	13,000.00	13,000.00	0.00	0.00
33638- Pool Equip Reserves	5,000.00	5,000.00	0.00	0.00
36200- Fitness Center	6,000.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>33,000.00</b>	<b>32,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expenditures</b>				
	2,849.56	36,000.00	0.00	0.00
<b>Total Expenditures</b>	<b>2,849.56</b>	<b>36,000.00</b>	<b>0.00</b>	<b>0.00</b>

### 207 - RBEG Revolving Loan Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
36200-Misc Revenue	100.00	0.00	100.00	0.00
36250- Far North Foods Payment	1,189.90	1,400.00	1,000.00	2,510.52
36251- DRB Payment	2,897.96	2,898.96	1,691.06	2,898.96
36252- Novacek Pharmacy	2,139.15	1,965.00	1,680.00	2,103.72
36253- Thrivent	1,627.68	1,492.04	949.48	1,627.68
36254- Lori Foster	1,669.69	1,062.53	607.16	1,821.48
36255- Greenbush Ace	800.00	1,200.00	600.00	1,030.68
36256- Blossom & Boards	0.00	1,300.00	700.00	1,230.72
<b>Total Revenues</b>	<b>10,424.38</b>	<b>11,318.53</b>	<b>7,327.70</b>	<b>13,223.76</b>
<b>Expenditures</b>				
41940-201- Operating Expenses	12,352.00	360.00	0.00	0.00
<b>Total Expenditures</b>	<b>12,352.00</b>	<b>360.00</b>	<b>0.00</b>	<b>0.00</b>

### 215 - PD DARE Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
36200- Contributions & Donations	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expenditures</b>				
41940-201- Operating Expenses	882.51	134.61	517.36	500.00
<b>Total Expenditures</b>	<b>882.51</b>	<b>134.61</b>	<b>517.36</b>	<b>500.00</b>

### 221 - FD Special Revenue Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
36231- Contributions & Donations	100.00	0.00	0.00	250.00
36232- FD Memorials	240.00	420.00	310.00	500.00
<b>Total Revenues</b>	<b>340.00</b>	<b>420.00</b>	<b>310.00</b>	<b>750.00</b>
<b>Expenditures</b>				
41940-201- Operating Expenses	0.00	0.00	0.00	100.00
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>

### 223 - FD Special Project/Equip Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
33632- FD Reserves	13,000.00	13,000.00	0.00	13,000.00
36200- Misc Revenues	17,323.83	11,304.30	13,660.00	2,000.00
<b>Total Revenues</b>	<b>30,323.83</b>	<b>24,304.30</b>	<b>13,660.00</b>	<b>15,000.00</b>
<b>Expenditures</b>				
41940-201- Operating Expenses	28,941.20	10,618.65	104,263.00	2,000.00
<b>Total Expenditures</b>	<b>28,941.20</b>	<b>10,618.65</b>	<b>104,263.00</b>	<b>2,000.00</b>

## 2018 Proposed Budgets for Miscellaneous Funds

7/11/2018

### 601 - Water Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
31001- Property Taxes	20,196.76	38,973.94	18,120.20	30,000.00
34111- Charges for Services	0.00	0.00	0.00	50.00
Bond for Project NO 1	646,289.46	592,157.40	9,000.00	0.00
36200- Misc Revenue	0.00	30.00	205.22	0.00
37170- Water Sales	160,248.62	165,896.16	90,160.89	177,000.00
37171- MN Water Fee	1,700.72	1,726.75	906.85	1,700.00
37172- Water Protection fees	15,000.00	15,000.00	0.00	20,000.00
37173- Bus Tax	2,533.61	2,502.12	1,338.17	2,600.00
37174- Water Dispenser Sales	7,753.74	10,138.24	598.98	8,000.00
37175- Water Infrastructure Fee	32,064.04	33,198.82	17,105.32	32,000.00
<b>Total Revenues</b>	<b>885,786.95</b>	<b>859,623.43</b>	<b>137,435.63</b>	<b>271,350.00</b>
<b>Expenditures</b>				
49400-101- Full-Time Wages	20,781.53	20,871.93	11,390.71	21,000.00
49400-121- Employer Cont- PERA	1,468.06	1,573.69	922.71	1,600.00
49400-122- Employer Contrib- FICA	1,505.40	1,547.03	798.66	1,600.00
49400-131- Employer Paid Insurance- Health	0.00	229.00	1,374.00	2,750.00
49400-132- Employer Paid Insurance-Dental	405.12	401.65	188.82	700.00
49400-151- Workmens Compensation	2,177.84	1,697.39	860.70	2,200.00
49400-201- Operating Supplies	26,024.91	34,487.17	11,125.48	25,000.00
49400-303 Engineering Fees	75,379.62	16,103.63	105,508.70	0.00
49400-321- Telephone	991.85	1,002.02	489.05	1,050.00
49400-322- Postage	573.77	437.06	317.94	600.00
49400-331- Training & Travel	871.96	0.00	0.00	1,000.00
49400-351- Publication	360.00	576.00	1,213.80	500.00
49400-361- Insurance	2,895.14	2,870.85	2,769.94	3,000.00
49400-381- Electric Service	8,311.01	9,028.78	5,516.86	9,000.00
49400-383- Gas-LP	0.00	561.84	0.00	2,000.00
49400-390- Chemicals	4,976.60	11,496.80	4,604.12	7,000.00
49400-433- Dues & Subscriptions	281.70	287.10	0.00	300.00
49400-450- Licenses & Permits	2,161.00	1,988.00	994.00	2,100.00
49400-531- Project No 1	482,999.85	24,412.65	789,420.30	0.00
49400-550- Reserves	0.00	0.00	0.00	33,500.00
49400-601- Principal	101,442.50	763,740.12	37,949.29	118,183.29
49400-611- Interest	27,823.16	33,551.72	14,090.34	26,273.97
49400-000- Replacement Fund	0.00	0.00	0.00	9,000.00
49400-906- Bus Tax	2,636.00	2,558.00	1,259.00	2,600.00
49400-909- Notification Fees	151.26	104.67	44.66	200.00
49400-910- Auto Billing Fee	66.61	39.96	19.98	80.00
<b>Total Expenditures</b>	<b>764,284.89</b>	<b>929,567.06</b>	<b>990,859.06</b>	<b>271,237.26</b>



## 2018 Proposed Budgets for Miscellaneous Funds

7/11/2018

### 602- Sewer Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
31001- Property Taxes	11,442.65	11,797.24	7,322.13	10,000.00
34111- Charges for Services	0.00	0.00	0.00	300.00
36200- Other Revenue	40.00	0.00	0.00	0.00
37210- Sewer Sales	113,522.66	115,301.54	58,702.39	110,000.00
<b>Total Revenues</b>	<b>125,005.31</b>	<b>127,098.78</b>	<b>66,024.52</b>	<b>120,300.00</b>
<b>Expenditures</b>				
49450-101- Full-Time Wages	20,365.83	20,863.73	11,264.50	21,000.00
49450-121- Employer Cont- PERA	1,468.07	1,556.49	777.09	1,600.00
49450-122- Employer Contrib- FICA	1,505.38	1,547.03	798.68	1,600.00
49450-131- Employer Paid Insurance- Health	-	229.00	1,374.00	2,750.00
49450-132- Employer Paid Insurance-Dental	405.00	401.61	188.82	700.00
49450-151- Workmens Compensation	2,177.85	1,697.39	860.70	2,200.00
49450-201- Operating Supplies	50,566.18	14,904.60	2,262.40	20,000.00
49450-324- Postage	548.78	552.97	309.68	600.00
49450-331- Training & Travel	23.00	0.00	0.00	1,000.00
49450-361- Insurance	1,343.65	2,571.85	2,762.36	2,500.00
49450-381- Electric Service	2,472.39	2,266.51	1,419.43	3,000.00
49450-390- Chemicals	636.50	1,709.00	0.00	4,000.00
49450-450- Licenses & Permits	345.00	368.00	345.00	1,600.00
49450-460- Uniforms	162.96	191.93	0.00	200.00
49450-480- Contractual Services	28,195.00	14,742.40	10,310.00	20,000.00
49450-550- Reserves	0.00	0.00	0.00	15,000.00
49450-601- Principal	11,340.53	11,816.83	12,313.14	12,313.14
49450-611- Interest	7,726.47	7,250.16	6,753.86	6,753.86
49450-909- Notification Fees	151.24	104.68	44.64	200.00
49450-910- Auto Billing Fee	66.69	39.98	19.99	80.00
<b>Total Expenditures</b>	<b>129,500.52</b>	<b>82,814.16</b>	<b>51,804.29</b>	<b>117,097.00</b>

### 603 - Sanitation Fund

	2016 Actual	2017 Actual	2018 Actual	2018 Budget
<b>Revenues</b>				
36200- Miscellaneous	213.61	60.00	0.00	0.00
37310- Garbage Fees	87,472.20	87,994.75	44,814.08	87,000.00
37320- Landfill Fees	2,051.34	1,872.57	976.51	2,000.00
37330- Res Tax	5,501.07	5,528.09	2,907.97	6,000.00
37340- Bus Tax	4,392.87	4,530.77	2,231.15	4,000.00
39106- Appliance Fees	674.28	342.00	116.00	400.00
39107- Concrete Disposal	87.50	0.00	0.00	100.00
<b>Total Revenues</b>	<b>100,392.87</b>	<b>100,328.18</b>	<b>51,045.71</b>	<b>99,500.00</b>
<b>Expenditures</b>				
49500-201- Operating Fees	207.34	488.88	0.00	3,000.00
49500-322- Postage	456.68	408.02	300.01	600.00
49500-351- Publication	0.00	0.00	0.00	100.00
49500-480- Solid Waste Contract	81,600.00	81,600.00	40,800.00	81,600.00
49500-904- Bus Tax	4,598.00	4,628.00	2,147.00	4,000.00
49500-905- Res Tax	5,318.00	5,330.00	2,651.00	6,000.00
49500-910- Auto Billing Fee	66.70	40.06	20.03	80.00
49500-930- Recycling Fee	9.00	0.00	0.00	600.00
49500-940- Landfill Fees	1,345.75	1,733.67	482.92	2,000.00
<b>Total Expenditures</b>	<b>93,601.47</b>	<b>94,228.63</b>	<b>46,400.96</b>	<b>97,980.00</b>

# Recommendations for Signs and Speeds in the City

1. Change all 20 MPH signs to 30 MPH. State Statute for speeds within city limits is 30 MPH.
  - a. By RCCA on the intersection of Old Hwy 11/MN Ave
  - b. Oakview Drive (both ends)
  - c. Old Ridge Road (both ends)
  - d. MN Ave W (Forsness Road/Red Willow Rd)
  - e. And any other sign not identified in this recommendation
2. Remove the stops signs for traffic traveling north and south at 4 ways stops at the following intersections:
  - a. 2<sup>nd</sup> St N/Johnson Ave
  - b. Main St N/Poplar Ave
  - c. Main St N/Johnson Ave
  - d. Old Ridge Road/McKenzie Ave

If issues arise from the removal of the 4 way the signs could be put back up. Signs stating through traffic doesn't stop will need to be installed.

3. Remove old No Snowmobile signs at the following locations:
  - a. Main St N/MN Ave
  - b. Stephen Ave/5<sup>th</sup> St S
  - c. Hill Ave by old laundromat
  - d. Any other locations that may not be identified
4. Yield sign on Poplar Ave by CHS needs to be replaced
5. Move the no truck sign on MN Ave up to the corner of 4<sup>th</sup> St N and MN Ave
6. Street signs on the corner for 4<sup>th</sup> St and Central Ave need to be replaced
7. The no parking in driveway at Philip Pelowski's needs to be replaced or removed
8. Replace Stop signs at the intersections of
  - a. Hill Ave and 5<sup>th</sup> St N (both sides)
  - b. Hill Ave and Old Hwy 11
  - c. Hill Ave and Main St N (both sides)
9. Street signs on the corner for 5<sup>th</sup> St N and MN Ave need to be replaced
10. Install stop sign at the following locations
  - a. Hill Ave at the intersection of Red Willow Rd and Hill Ave
  - b. Oakview Drive at the intersection of Oakview Drive/MN Ave W
  - c. Silver Spruce Court at the intersection of Silver Spruce Court/MN Ave W
  - d. 10<sup>th</sup> St S at the intersection of 10<sup>th</sup> St S/Old Ridge Road
11. The sign for Red Willow Road needs to be raised in height at the intersection of Red Willow Rd and State Hwy 11
12. Install a fire station sign on 4<sup>th</sup> St N just north of the intersection of 4<sup>th</sup> St N/MN Ave W
13. Replace the No Parking to Corner sign just south of the Firehall
14. Remove Stop signs at the intersection of 2<sup>nd</sup> St N/Poplar Ave
15. Remove the children at play sign on Old Hwy 32

# LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of July, 2018, by and between City of Greenbush, a Municipal Corporation under the laws of the State of Minnesota, P.O. Box 98, Greenbush, Minnesota 56726, Owner or Lessor of the following described real estate, party of the first part, (hereinafter described as party of the first part, Owner, Lessor, or City, which terms may be used interchangeably); and Greenbush Motor Sports, LLC, a Limited Liability Company under the laws of the State of Minnesota, 647 Oak Lane, Greenbush, Minnesota 56726, Lessee, party of the second part (hereinafter described as party of the second part or Lessee, which terms may be used interchangeably);

## RECITALS

1. Lessor is the owner of the following described real property located in the Township of Hereim, County of Roseau, State of Minnesota:

A parcel of land being all that part of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Three (3), Township One Hundred Sixty (160) North, Range Forty-three (43) West of the Fifth Principal Meridian in Roseau County, Minnesota, described as follows:

Commencing at the Northwest corner of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of said Section Three (3); thence North 89 degrees 48 minutes 27 seconds East, assumed bearing, along the north line of said Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Three (3), a distance of 222.60 feet, more or less, to the Easterly right-of-way of County State Aid Highway No. 7, as the same is presently constructed and existing; thence South 00 degrees 42 minutes 46 seconds East, along said easterly right-of-way, a distance of 3224.34 feet to the point of beginning; thence North 89 degrees 17 minutes 14 seconds East 350.00 feet; thence North 00 degrees 42 minutes 46 seconds West 405.00 feet; thence North 89 degrees 17 minutes 14 seconds East 534.00 feet; thence North 00 degrees 42 minutes 46 seconds West 700.00 feet; thence North 89 degrees 17 minutes 14 seconds East 664.00 feet; thence South 12 degrees 06 minutes 29 seconds East 808.24 feet, more or less, to a point on the Northern most line of the parcel recorded as Document No. 279873 in the Roseau County Recorder's Office, in and for said Roseau County; thence North 89 degrees 51 minutes 27 seconds West along the North line of said parcel and its Westerly extension a distance of 816.00 feet; thence South 19 degrees 34 minutes 06 seconds West 740.80 feet; thence South 89 degrees 17 minutes 14 seconds West a distance of 635.00 feet to a point on said easterly right-of-way

line of County State Aid Highway No. 7; thence North 00 degrees 42 minutes 46 seconds West, along said easterly right-of-way, a distance of 370.00 feet, more or less, to the point of beginning and there terminating.

Said parcel contains 23.96 acres, more or less, and is subject to easements, reservations and restrictions of record. (hereinafter “real property” or “Premises”)

2. That Lessee desires to lease the real property from Lessor for purposes of operating a dirt bike race track.
3. The Lessor has the authority to enter into this Agreement pursuant to Minnesota Statutes §412.211.
4. That this Lease Agreement has been drafted by Michelle E. Moren, Law Offices of Patrick D. Moren, City attorney for the City of Greenbush on behalf of Lessor. Lessee is aware of its right and opportunity to consult with separate legal counsel with respect to its rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

## **ARTICLE I.**

### **LEASE OF REAL ESTATE**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the real property described in Recital #1 above for the exclusive purpose of Lessee operating a dirt bike race track and those directly related activities only.

## **ARTICLE II.**

### **USE OF PREMISES**

**2.1 Permitted Use.** The Premises shall be used as a dirt bike race track. Lessee shall at Lessee’s own cost and expense comply with all Federal, State and local statutes, ordinances, regulations, rules and requirements relating to Lessee’s use and occupancy of the Premises. This Lease does not authorize any use of the property in violation of applicable land use laws and regulations.

**2.2 Restrictions on Use.**

(1) **Hours of Operation.** Lessee shall post the hours of operation for the

race track with a phone number where a responsible party can be reached. The hours of operation for the race track shall be: Monday through Friday from 8 AM to 8 PM or Sunset, whichever is earlier, and Saturday and Sunday from 9 AM to 8 PM to Sunset, whichever is earlier.

(2) **Holiday Closures.** The Lessee shall close the Premises completely for four (4) holidays each calendar year. The four dates for which the Premises will be closed to all race activity will be listed in the first Greenbush Motor Sports Newsletter of each calendar year.

(3) **Overnight Events.** Lessee shall only be permitted to have one (1) overnight event per calendar year in which participants stay overnight for a multiple day event on the Premises. The hours of operation for the racing must be strictly complied with during the course of the event.

(4) **Removal of Minerals and Gravel.** Lessee shall not relocate or remove any minerals, rock, gravel or soil on or from the premises without the permission of the Lessor.

### **ARTICLE III.**

#### **TERMS OF LEASE**

Subject to early termination as hereinafter provided, the initial term of this Lease shall be for a period of five (5) years and shall begin on July 1, 2018, and end on June 30, 2023, subject however to the option granted by Lessor to Lessee to renew this agreement for an additional term of one (1) year under the same terms and conditions as provided in the initial term and shall be renewable at Lessee's option, subject to the approval by Lessor.

### **ARTICLE IV.**

#### **SURRENDER OF POSSESSION**

Lessee covenants and agrees that at the expiration date of the term of this agreement, unless extended, or at the earlier termination thereof, Lessee will peaceably surrender possession of the leased premises and any improvements thereon excluding Lessee's equipment and the City shall have the

right to take possession of the leased premises. Lessee shall remove all personal property and equipment by the last day of the term of this Lease Agreement. Any personal property not removed by the last day of the agreement shall be deemed abandoned.

#### **ARTICLE V.**

#### **PAYMENTS BY LESSEE**

Lessee agrees to pay Lessor a rent payment of \$1.00 a year. Lessor may adjust the rental fee charged once per year, with the new rate becoming effective on the anniversary date of this agreement; however no rental increase shall be more than 5% per year. Lessor shall notify Lessee of the new rental rates at least sixty (60) days prior to the effective date of said rate increase.

#### **ARTICLE VI.**

#### **UTILITIES, MAINTENANCE AND REPAIRS AND EQUIPMENT**

The Lessor shall be responsible for lawn mowing services and mosquito spraying/control for the leased premises. Lessee shall be responsible to pay all utilities serving the leased premises.

Lessee shall be solely responsible for reasonable repair and maintenance of all race tracks, all associated equipment, and all buildings utilized by Lessee during the course of this Lease Agreement.

#### **ARTICLE VII.**

#### **CONSTRUCTION OF ADDITIONAL STRUCTURES**

Lessee obtain the permission of Lessee prior to making any improvements on the property, with said improvements including, but not limited to, structural improvements and building additions, construction and/or improvement of a race track. Lessor's employees may, but are not required to, assist in the construction and/or improvement to a race course.

#### **ARTICLE VIII.**

#### **INGRESS AND EGRESS**

Lessor and its authorized officers, officials, employees, agents, contractors, subcontractors and other representatives shall have the right of ingress and egress at such times as may be reasonably necessary, under the

circumstances and with as little interruption of the Lessee's operations as is reasonable during the term of this Lease Agreement for purposes of examination, inspection, maintenance or repair of the premises.

## **ARTICLE IX.**

### **TERMINATION**

This agreement may be terminated after the initial five (5) year term with ninety (90) days advanced written notice by either party.

## **ARTICLE X.**

### **DEFAULT**

If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 30 days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of their duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

## **ARTICLE XI.**

### **LIABILITY AND INDEMNIFICATION**

The Lessee shall defend and indemnify the Lessor for claims brought or actions filed against Lessor or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of the acts or omissions of the Lessee, their agents, employees, and guests, or in any way arising out of the operation of the Lessee's dirt bike race track or from the use and occupancy of the Lessee's equipment and personal property on the Lessor's premises. Lessor shall also be held harmless for damage to the Lessee's property except for intentional or grossly negligent acts of the Lessor, its officers, employees or agents.

## **ARTICLE XII.**

## **INSURANCE**

Lessee during the full term of this Lease shall keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the equipment used for said premises in an amount of not less than Two Million (\$2,000,000.00) Dollars.

Lessee shall also maintain separate property insurance on all building contents and equipment.

In addition, Lessor and Lessee shall maintain such other insurance that each party deems necessary or prudent to protect its respective interests. The Lessee shall also provide the Lessor with a certificate of insurance evidencing such coverage and naming the City as an additional insured on the coverage. Said insurance must remain in full force and effect during the full term of this Lease Agreement.

## **ARTICLE XIII.**

### **INSPECTION**

The Lessor may, with prior notice to the Lessee, enter and inspect the leased premises for the purpose of ensuring Lessee's compliance with their obligations under this agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the leased premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the leased premises without prior notice to Lessee.

## **ARTICLE XIV.**

### **TAXES**

Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises.

## **ARTICLE XV.**

### **ASSIGNMENT AND SUBLETTING**

This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. The Lessee may not sublet the leased premises without written consent of the Lessor.



**ARTICLE XVI.**

**NOTICE**

All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 30 days after the change.

**ARTICLE XVII.**

**GOVERNING LAW**

This agreement is a contract executed under and to be construed under the laws of the State of Minnesota.

**ARTICLE XVIII.**

**WAIVER**

Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

**ARTICLE XIX.**

**SEVERABILITY**

The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

**ARTICLE XX.**

**PARAGRAPH HEADINGS**

The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

**ARTICLE XXI.**

## **SUBORDINATION OF AGREEMENT**

This Lease Agreement and Lessee's interests hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the leased premises by Lessor, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances.

### **ARTICLE XXII.**

#### **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

### **ARTICLE XXIII.**

#### **TIME OF ESSENCE**

Time shall be of the essence of this agreement.

### **ARTICLE XXIV.**

#### **RECITALS INCLUSIVE**

The above Recitals are inclusive and form an integral part of this agreement.

### **ARTICLE XXV.**

#### **EXCULPATORY CLAUSE**

Michelle E. Moren was the original draftsman of this Agreement; however, input was sought from the Lessor hereunder. Therefore, there shall be no presumption that questions of interpretation or related matters shall be resolved against the Lessor or Lessee because the instrument was originally drafted by their attorney, Michelle E. Moren.

**ARTICLE XXVI.**

**NON-WAIVER**

The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this agreement, to exercise any right or privilege in this agreement conferred, or the waiver by said party of any breach of any terms, covenant or conditions of this agreement shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF, both parties have hereunto set their hands the year and date first above written.

**CITY OF GREENBUSH**

\_\_\_\_\_  
By: Brenda Sather, its Mayor

\_\_\_\_\_  
Anita Locken, its Clerk/Treasurer

**GREENBUSH MOTOR SPORTS  
LLC**

\_\_\_\_\_  
By: Stuart Eeg

\_\_\_\_\_  
By: Erin Eeg

STATE OF MINNESOTA     )  
                                          ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2018, by Brenda Sather and Anita Locken, the Mayor and Clerk/Treasurer of the City of Greenbush, a municipal corporation under the laws of the State of Minnesota, on behalf of the Corporation.

---

Notary Public, Roseau Co., Minnesota

STATE OF MINNESOTA    )  
                                                          ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2018, by Stuart Eeg and Erin Eeg, d/b/a Greenbush Motor Sports, LLC, a Limited Liability Company under the laws of the State of Minnesota, on behalf of the company.

---

Notary Public, Roseau Co., Minnesota

THIS INSTRUMENT WAS DRAFTED BY:

Law Offices of Patrick D. Moren  
P.O. Box 350  
Roseau, MN 56751  
(218) 463-1564

# LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of July, 2018, by and between City of Greenbush, a Municipal Corporation under the laws of the State of Minnesota, P.O. Box 98, Greenbush, Minnesota 56726, Owner or Lessor of the following described real estate, party of the first part, (hereinafter described as party of the first part, Owner, Lessor, or City, which terms may be used interchangeably); and Greenbush Race Park, Inc., a corporation under the laws of Minnesota, 21475 200<sup>th</sup> Street, Greenbush, Minnesota 56726, Lessee, party of the second part (hereinafter described as party of the second part or Lessee, which terms may be used interchangeably);

## RECITALS

1. Lessor is the owner of the following described real property located in the Township of Hereim, County of Roseau, State of Minnesota:

A parcel of land being all that part of the East Half (E½) of Section Three (3), Township One Hundred Sixty (160) North, Range Forty-three (43) West of the Fifth Principal Meridian in Roseau County, Minnesota, described as follows:

Commencing at the Northwest corner of said East Half (E½) of Section Three (3); thence North 89 degrees 48 minutes 27 seconds East, assumed bearing, along the north line of said East Half (E½) of Section Three (3), a distance of 222.60 feet, more or less, to the Easterly right-of-way of County State Aid Highway No. 7, as the same is presently constructed and existing; thence South 00 degrees 42 minutes 46 seconds East, along said easterly right-of-way, a distance of 1719.34 feet; thence North 89 degrees 17 minutes 14 seconds East 609.00 feet to the point of beginning; thence continuing North 89 degrees 17 minutes 14 seconds East 275.00 feet; thence North 00 degrees 42 minutes 46 seconds West 300.00 feet; thence South 89 degrees 17 minutes 14 seconds West 275.00 feet; thence South 00 degrees 42 minutes 46 seconds East 300.00 feet to the point of beginning.

Said parcel contains 1.89 acres, more or less, and is subject to easements, reservations and restrictions of record. (hereinafter “real property” or “Premises”)

2. That Lessee desires to lease the real property from Lessor for purposes of a parking lot for racers to park their equipment.
3. The Lessor has the authority to enter into this Agreement pursuant to Minnesota Statutes §412.211.

4. That this Lease Agreement has been drafted by Michelle E. Moren, Law Offices of Patrick D. Moren, City attorney for the City of Greenbush on behalf of Lessor. Lessee is aware of its right and opportunity to consult with separate legal counsel with respect to its rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

## **ARTICLE I.**

### **LEASE OF REAL ESTATE**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the real property described in Recital #1 above for the exclusive purpose of Lessee having a parking lot to park their vehicles and equipment.

## **ARTICLE II.**

### **USE OF PREMISES**

**2.1 Permitted Use.** The Premises shall be used as a parking lot for racers' vehicles and equipment.

Lessee shall at Lessee's own cost and expense comply with all Federal, State and local statutes, ordinances, regulations, rules and requirements relating to Lessee's use and occupancy of the Premises. This Lease does not authorize any use of the property in violation of applicable land use laws and regulations.

#### **2.2 Restrictions on Use.**

(1) **Hours of Operation.** Lessee shall post the hours of operation for the race park with a phone number where a responsible party can be reached. The hours of operation for the race park shall be: Monday through Friday from 8 AM to 11 PM, and Saturday and Sunday from 9 AM to 11 PM.

(2) **Overnight Events.** Lessee shall only be permitted to have one (1) overnight event per calendar year in which participants stay overnight for a multiple day event on the Premises. The hours of operation for the racing

events must be strictly complied with during the course of the event.

(3) **Removal of Minerals and Gravel.** Lessee shall not relocate or remove any minerals, rock, gravel or soil on or from the premises without the permission of the Lessor.

### **ARTICLE III.**

#### **TERMS OF LEASE**

Subject to early termination as hereinafter provided, the initial term of this Lease shall be for a period of five (5) years and shall begin on July 1, 2018, and end on June 30, 2023, subject however to the option granted by Lessor to Lessee to renew this agreement for an additional term of one (1) year under the same terms and conditions as provided in the initial term and shall be renewable at Lessee's option, subject to the approval by Lessor.

### **ARTICLE IV.**

#### **SURRENDER OF POSSESSION**

Lessee covenants and agrees that at the expiration date of the term of this agreement, unless extended, or at the earlier termination thereof, Lessee will peaceably surrender possession of the leased premises and any improvements thereon excluding Lessee's equipment and the City shall have the right to take possession of the leased premises. Lessee shall remove all personal property and equipment by the last day of the term of this Lease Agreement. Any personal property not removed by the last day of the agreement shall be deemed abandoned.

### **ARTICLE V.**

#### **PAYMENTS BY LESSEE**

Lessee agrees to pay Lessor a rent payment of \$1.00 a year. Lessor may adjust the rental fee charged once per year, with the new rate becoming effective on the anniversary date of this agreement; however no rental increase shall be more than 5% per year. Lessor shall notify Lessee of the new rental rates at least sixty (60) days prior to the effective date of said rate increase.

**ARTICLE VI.**  
**UTILITIES, MAINTENANCE AND REPAIRS AND EQUIPMENT**

Lessee shall be responsible to pay all utilities serving the leased premises. Lessee shall be responsible for the repair and maintenance of all equipment used by Lessee for the Race Park.

**ARTICLE VII.**  
**CONSTRUCTION OF ADDITIONAL BUILDINGS**

Lessee shall not construct or erect any buildings upon the leased premises without the permission of Lessor.

**ARTICLE VIII.**  
**INGRESS AND EGRESS**

Lessor and its authorized officers, officials, employees, agents, contractors, subcontractors and other representatives shall have the right of ingress and egress at such times as may be reasonably necessary, under the circumstances and with as little interruption of the Lessee's operations as is reasonable during the term of this Lease Agreement for purposes of examination, inspection, maintenance or repair of the premises.

**ARTICLE IX.**  
**TERMINATION**

This agreement may be terminated after the initial five (5) year term with ninety (90) days advanced written notice by either party.

**ARTICLE X.**  
**DEFAULT**

If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 30 days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of their duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any



such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

#### **ARTICLE XI.**

#### **LIABILITY AND INDEMNIFICATION**

The Lessee shall defend and indemnify the Lessor for claims brought or actions filed against Lessor or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of the acts or omissions of the Lessee, their agents, employees, and guests, or in any way arising out of the operation of the Lessee's race park and/or parking lot or from the occupancy of the Lessee's equipment and personal property on the Lessor's premises. Lessor shall also be held harmless for damage to the Lessee's property except for intentional or grossly negligent acts of the Lessor, its officers, employees or agents.

#### **ARTICLE XII.**

#### **INSURANCE**

Lessee during the full term of this Lease shall keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the equipment used for said premises in an amount of not less than Two Million (\$2,000,000.00) Dollars.

Lessee shall also maintain separate property insurance on all building contents and equipment.

In addition, Lessor and Lessee shall maintain such other insurance that each party deems necessary or prudent to protect its respective interests.

The Lessee shall also provide the Lessor with a certificate of insurance evidencing such coverage and naming the City as an additional insured on the coverage. Said insurance must remain in full force and effect during the full term of this Lease Agreement.

#### **ARTICLE XIII.**

#### **INSPECTION**

The Lessor may, with prior notice to the Lessee, enter and inspect the leased premises for the purpose of ensuring Lessee's compliance with their obligations under this agreement. Lessor will be held responsible for any

theft or damage to Lessee's property should the Lessor fail to properly secure the leased premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the leased premises without prior notice to Lessee.

#### **ARTICLE XIV.**

##### **TAXES**

Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises.

#### **ARTICLE XV.**

##### **ASSIGNMENT AND SUBLETTING**

This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. The Lessee may not sublet the leased premises without written consent of the Lessor.

#### **ARTICLE XVI.**

##### **NOTICE**

All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 30 days after the change.

#### **ARTICLE XVII.**

##### **GOVERNING LAW**

This agreement is a contract executed under and to be construed under the laws of the State of Minnesota.

#### **ARTICLE XVIII.**

##### **WAIVER**

Either party's failure to enforce any provision of this agreement against

the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

**ARTICLE XIX.**

**SEVERABILITY**

The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

**ARTICLE XX.**

**PARAGRAPH HEADINGS**

The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

**ARTICLE XXI.**

**SUBORDINATION OF AGREEMENT**

This Lease Agreement and Lessee's interests hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the leased premises by Lessor, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances.

**ARTICLE XXII.**

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

**ARTICLE XXIII.**

**TIME OF ESSENCE**

Time shall be of the essence of this agreement.

**ARTICLE XXIV.**

**RECITALS INCLUSIVE**

The above Recitals are inclusive and form an integral part of this agreement.

**ARTICLE XXV.**

**EXCULPATORY CLAUSE**

Michelle E. Moren was the original drafts person of this Agreement; however, input was sought from the Lessor hereunder. Therefore, there shall be no presumption that questions of interpretation or related matters shall be resolved against the Lessor or Lessee because the instrument was originally drafted by their attorney, Michelle E. Moren.

**ARTICLE XXVI.**

**NON-WAIVER**

The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this agreement, to exercise any right or privilege in this agreement conferred, or the waiver by said party of any breach of any terms, covenant or conditions of this agreement shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF, both parties have hereunto set their hands  
the year and date first above written.

**CITY OF GREENBUSH**

---

By: Brenda Sather, its Mayor

\_\_\_\_\_  
Anita Locken, its Clerk/Treasurer

**GREENBUSH RACE PARK, INC.**

\_\_\_\_\_  
By: David R. Wahl  
Its President

\_\_\_\_\_  
By: Terry L. Wahl  
Its Secretary/Treasurer

STATE OF MINNESOTA     )  
                                          ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2018, by Brenda Sather and Anita Locken, the Mayor and Clerk/Treasurer of the City of Greenbush, a municipal corporation under the laws of the State of Minnesota, on behalf of the Corporation.

\_\_\_\_\_  
Notary Public, Roseau Co., Minnesota

STATE OF MINNESOTA     )  
                                          ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2018, by David R. Wahl and Terry L. Wahl, the President and Secretary/Treasurer of Greenbush Race Park, Inc., a corporation under the laws of Minnesota, on behalf of the Corporation.

\_\_\_\_\_  
Notary Public, Roseau Co., Minnesota

THIS INSTRUMENT WAS DRAFTED BY:

Law Offices of Patrick D. Moren  
P.O. Box 350  
Roseau, MN 56751  
(218) 463-1564

# LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of July, 2018, by and between City of Greenbush, a Municipal Corporation under the laws of the State of Minnesota, P.O. Box 98, Greenbush, Minnesota 56726, Owner or Lessor of the following described real estate, party of the first part, (hereinafter described as party of the first part, Owner, Lessor, or City, which terms may be used interchangeably); and Luke Novacek and Joshua Kern, d/b/a Greenbush Trap Club, 20389 230<sup>th</sup> Street, Greenbush, Minnesota 56726, Lessee, party of the second part (hereinafter described as party of the second part or Lessee, which terms may be used interchangeably);

## RECITALS

1. Lessor is the owner of the following described real property located in the Township of Hereim, County of Roseau, State of Minnesota:

A parcel of land being all that part of the East Half (E½) of Section Three (3), Township One Hundred Sixty (160) North, Range Forty-three (43) West of the Fifth Principal Meridian in Roseau County, Minnesota, described as follows:

Commencing at the Northwest corner of said East Half (E½) of Section Three (3); thence North 89 degrees 48 minutes 27 seconds East, assumed bearing, along the north line of said East Half (E½) of Section Three (3), a distance of 222.60 feet, more or less, to the Easterly right-of-way of County State Aid Highway No. 7, as the same is presently constructed and existing; thence South 00 degrees 42 minutes 46 seconds East, along said easterly right-of-way, a distance of 1719.34 feet to the point of beginning; thence North 89 degrees 17 minutes 14 seconds East 609.00 feet; thence North 00 degrees 42 minutes 46 seconds West 300.00 feet; thence South 89 degrees 17 minutes 14 seconds West 489.00 feet to a point on the northerly extension of the east line of that parcel of land as recorded in Document #218012 in the Roseau County Recorder's office, in and for said Roseau County; thence South 00 degrees 42 minutes 46 seconds East 180.66 feet to the Southeast corner of said parcel; thence South 89 degrees 17 minutes 14 seconds West along the south line of said parcel, a distance of 120.00 feet to a point on said easterly right-of-way line of said County State Aid Highway No. 7; thence South 00 degrees 42 minutes 46 seconds East, along said easterly right-of-way line, a distance of 119.34 feet, more or less, to the point of beginning and there terminating.

Said parcel contains 3.70 acres, more or less, and is subject to easements, reservations and restrictions of record. (hereinafter "real property" or "Premises")

2. That Lessee desires to lease the real property from Lessor for purposes of operating a trap shooting club.
3. The Lessor has the authority to enter into this Agreement pursuant to Minnesota Statutes §412.211.
4. That this Lease Agreement has been drafted by Michelle E. Moren, Law Offices of Patrick D. Moren, City attorney for the City of Greenbush on behalf of Lessor. Lessees are aware of their right and opportunity to consult with separate legal counsel with respect to their rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

## **ARTICLE I.**

### **LEASE OF REAL ESTATE**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the real property described in Recital #1 above for the exclusive purpose of Lessee operating a trap and skeet club to include skeet shooting, trap shooting and those directly related activities only.

## **ARTICLE II.**

### **USE OF PREMISES**

**2.1 Permitted Use.** The Premises shall be used as a firearms training facility or club that allows the use of rifles, pistols, shotguns, and archery equipment. The Lessee shall have the right to construct such facilities as are normally associated with such use, including, but not limited to, ranges, berms, targets, target sheds, club buildings and parking lots, with the approval of Lessor and Roseau County.

Lessee shall at Lessee's own cost and expense comply with all Federal, State and local statutes, ordinances, regulations, rules and requirements relating to Lessee's use and occupancy of the Premises. This Lease does not authorize any use of the property in violation of applicable land use laws and regulations.



## 2.2 Restrictions on Use.

(1) **Hours of Operation.** Lessee shall post the hours of operation for the shooting ranges with a phone number where a responsible party can be reached. The hours of operation for the shooting ranges shall be: Monday through Friday from 8 AM to 8 PM or Sunset, whichever is earlier, and Saturday and Sunday from 9 AM to 8 PM to Sunset, whichever is earlier.

(2) **Holiday Closures.** The Lessee shall close the Premises completely for four (4) holidays each calendar year. The four dates for which the Premises will be closed to all shooting activity will be listed in the first Greenbush Trap Club Newsletter of each calendar year.

(3) **Firearm Restrictions.** The following firearms shall not be used on the shooting ranges:

- (a) Firearms that exceed 6000 foot-pounds of muzzle energy; and
- (b) Automatic Weapons, unless the weapon is being fired in a standard or semi-automatic mode.

(4) **Overnight Events.** Lessee shall only be permitted to have one (1) overnight event per calendar year in which participants stay overnight for a multiple day event on the Premises. The hours of operation for the shooting ranges must be strictly complied with during the course of the event.

(5) **Removal of Minerals and Gravel.** Lessee shall not relocate or remove any minerals, rock, gravel or soil on or from the premises without the permission of the Lessor.

## ARTICLE III.

### **TERMS OF LEASE**

Subject to early termination as hereinafter provided, the initial term of this Lease shall be for a period of five (5) years and shall begin on July 1, 2018, and end on June 30, 2023, subject however to the option granted by Lessor to Lessee

to renew this agreement for an additional term of one (1) year under the same terms and conditions as provided in the initial term and shall be renewable at Lessee's option, subject to the approval by Lessor.

#### **ARTICLE IV.**

#### **SURRENDER OF POSSESSION**

Lessee covenants and agrees that at the expiration date of the term of this agreement, unless extended, or at the earlier termination thereof, Lessee will peaceably surrender possession of the leased premises and any improvements thereon excluding Lessee's equipment and the City shall have the right to take possession of the leased premises. Lessee shall remove all personal property and equipment by the last day of the term of this Lease Agreement. Any personal property not removed by the last day of the agreement shall be deemed abandoned.

#### **ARTICLE V.**

#### **PAYMENTS BY LESSEE**

Lessee agrees to pay Lessor a rent payment of \$1.00 a year. Lessor may adjust the rental fee charged once per year, with the new rate becoming of effective on the anniversary date of this agreement; however no rental increase shall be more than 5% per year. Lessor shall notify Lessee of the new rental rates at least sixty (60) days prior to the effective date of said rate increase.

#### **ARTICLE VI.**

#### **UTILITIES, MAINTENANCE AND REPAIRS AND EQUIPMENT**

The Lessor shall be responsible for lawn mowing services and mosquito spraying/control for the leased premises. Lessee shall be responsible to pay all utilities serving the leased premises.

Lessee shall be responsible for reasonable repair and maintenance of all trap and sket machines and associated equipment and all buildings utilized by Lessee during the course of this Lease Agreement.

**ARTICLE VII.**

**CONSTRUCTION OF ADDITIONAL BUILDINGS**

Lessee shall have the right at Lessee's sole expense to erect upon the leased premises such buildings, fixtures, additions, and improvements, including equipment such as new clay throwing traps, not purchased by the Lessor as may be required in connection with the operation of Lessee's use hereunder as Lessee may deem necessary and desirable provided, however, that no such fixtures, equipment, additions or improvements shall be made or installed by Lessee without prior written consent of the Lessor and Lessee covenants and agrees prior to the installation or making of such fixtures, additions or improvements to submit the general plan location, design and character thereof to the Lessor for approval, which approval by Lessor shall not be unreasonably withheld.

All alterations, additions or improvements made by Lessee shall become the property of the Lessor at the termination of this Lease Agreement.

**ARTICLE VIII.**

**INGRESS AND EGRESS**

Lessor and its authorized officers, officials, employees, agents, contractors, subcontractors and other representatives shall have the right of ingress and egress at such times as may be reasonably necessary, under the circumstances and with as little interruption of the Lessee's operations as is reasonable during the term of this Lease Agreement for purposes of examination, inspection, maintenance or repair of the premises.

**ARTICLE IX.**

**TERMINATION**

This agreement may be terminated after the initial five (5) year term with ninety (90) days advanced written notice by either party.

**ARTICLE X.**

**DEFAULT**

If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 30 days

following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of their duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

## **ARTICLE XI.**

### **LIABILITY AND INDEMNIFICATION**

The Lessee shall defend and indemnify the Lessor for claims brought or actions filed against Lessor or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of the acts or omissions of the Lessee, their agents, employees, and guests, or in any way arising out of the operation of the Lessee's trap club or from the occupancy of the Lessee's equipment and personal property on the Lessor's premises. Lessor shall also be held harmless for damage to the Lessee's property except for intentional or grossly negligent acts of the Lessor, its officers, employees or agents.

## **ARTICLE XII.**

### **INSURANCE**

Lessee during the full term of this Lease shall keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises in an amount of not less than Two Million (\$2,000,000.00) Dollars.

Lessee shall also maintain separate property insurance on all building contents and equipment.

In addition, Lessor and Lessee shall maintain such other insurance that each party deems necessary or prudent to protect its respective interests.

The Lessee shall also provide the Lessor with a certificate of insurance evidencing such coverage and naming the City as an additional insured on the coverage. Said insurance must remain in full force and effect during the full term of this Lease Agreement.

**ARTICLE XIII.**

**INSPECTION**

The Lessor may, with prior notice to the Lessee, enter and inspect the leased premises for the purpose of ensuring Lessee's compliance with their obligations under this agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the leased premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the leased premises without prior notice to Lessee.

**ARTICLE XIV.**

**TAXES**

Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises.

**ARTICLE XV.**

**ASSIGNMENT AND SUBLETTING**

This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. The Lessee may not sublet the leased premises without written consent of the Lessor.

**ARTICLE XVI.**

**NOTICE**

All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 30 days after the change.

**ARTICLE XVII.**

**GOVERNING LAW**

This agreement is a contract executed under and to be construed under the

laws of the State of Minnesota.

**ARTICLE XVIII.**

**WAIVER**

Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

**ARTICLE XIX.**

**SEVERABILITY**

The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

**ARTICLE XX.**

**PARAGRAPH HEADINGS**

The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

**ARTICLE XXI.**

**SUBORDINATION OF AGREEMENT**

This Lease Agreement and Lessee's interests hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the leased premises by Lessor, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances.

**ARTICLE XXII.**

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties. No

statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

**ARTICLE XXIII.**

**TIME OF ESSENCE**

Time shall be of the essence of this agreement.

**ARTICLE XXIV.**

**RECITALS INCLUSIVE**

The above Recitals are inclusive and form an integral part of this agreement.

**ARTICLE XXV.**

**EXCULPATORY CLAUSE**

Michelle E. Moren was the original draftsman of this Agreement; however, input was sought from the Lessor hereunder. Therefore, there shall be no presumption that questions of interpretation or related matters shall be resolved against the Lessor or Lessee because the instrument was originally drafted by their attorney, Michelle E. Moren.

**ARTICLE XXVI.**

**NON-WAIVER**

The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this agreement, to exercise any right or privilege in this agreement conferred, or the waiver by said party of any breach of any terms, covenant or conditions of this agreement shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF, both parties have hereunto set their hands  
the year and date first above written.

**CITY OF GREENBUSH**

\_\_\_\_\_  
By: Brenda Sather, its Mayor

\_\_\_\_\_  
Anita Locken, its Clerk/Treasurer

**GREENBUSH TRAP CLUB**

\_\_\_\_\_  
By: Luke Novacek

\_\_\_\_\_  
By: Joshua Kern

STATE OF MINNESOTA     )  
                                                                      ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of July, 2018, by Brenda Sather and Anita Locken, the Mayor and  
Clerk/Treasurer of the City of Greenbush, a municipal corporation under the  
laws of the State of Minnesota, on behalf of the Corporation.

\_\_\_\_\_  
Notary Public, Roseau Co., Minnesota

STATE OF MINNESOTA     )  
                                                                      ) SS  
COUNTY OF ROSEAU     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of July, 2018, by Luke Novacek and Joshua Kern, d/b/a Greenbush Trap Club.



THIS INSTRUMENT WAS DRAFTED BY:

Law Offices of Patrick D. Moren  
P.O. Box 350  
Roseau, MN 56751  
(218) 463-1564

**The regular meeting of the Greenbush City Council was held June 18, 2018 in the Greenbush Library Conference Room at 5:30 pm.**

**Members present:** Council Members Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

**Others Present:** Kristi Hanson, Tim Truscinski, Ryan Bergeron, Anita Locken

**Meeting was called to order at 5:30 pm.**

#### **Tim Truscinski/Ace Water**

Mr. Truscinski was in to discuss water access to his building. The water for his building comes through the Ace service line. He was wondering if we could give Ace and extra 1,000 gallons free on their usage each month to cover the amount of water that he uses. We have one other situation like this and that property has 2 meters installed in the primary location. The second meter reads the second residence and that amount of usage is subtracted from the primary meter each month. Research would need to be done to see if you can add extra gallons to just one account. Public Works Director Jevne is to look into installing a meter at Mr. Truscinski's.

**Council Member Foss arrived at 5:37 pm**

#### **NWRL Library**

Northwest Regional Library (NWRL) Director Kristi Hanson was in to let council know what the library system would need from the city for the FY 2019 budget. NWRL is looking at keeping their budget flat for the FY 2019. NWRL provided their FY 2017-year end expenditures for council to review. Ms. Hanson stated that circulation in Greenbush is increasing. She is hoping that the state of MN will increase funding so the cities and counties don't need to increase their contributions to NWRL.

#### **Baseball Request**

Council received a request from BGMR baseball to help cover the cost of a field rake machine to be used at Borgen Field.

**M/S/P Scott Waage/Dennis Filer** to donate \$2,500 to the BGMR baseball to be used towards the purchase of a field rake machine. These funds are to come from the donation fund.

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

#### **Pool House**

WSN architect Brent Damman estimated the updated cost of the pool house renovations to be at \$70,000. The city should look at completing these renovations in 2019. There is approximately \$36,440.00 in funds available for this project at this time. Next year with the departmental reserves the amount available would be \$54,440.00. There are enough funds available in the donation fund to cover the rest of the needed funding. Since the estimated cost of this is under \$100,000 the city can get quotes from contractors. Clerk-treasurer Locken will work on getting the quotes.

#### **Cardboard Recycling**

There have been a few requests from residents to start offering cardboard recycling. MarKit Landfill can provide this service. There is a \$6,000 one-time buy in cost for the service. After that the service is free to the city. If items that are not cardboard are put into the container the city will be fined for those items. All boxes must be broken down and no packing materials can be put in the container. No wax covered boxes are accepted. The landfill recommends that the city have someone check on the container daily.

**M/S/P Eric Etherington/Dennis Filer** to buy into the MarKit cardboard recycling program. The bin is to be put in a secure location.

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

### **FY 2019 Proposed Budget**

Council was given a preliminary FY 2019 Proposed Budget, along with the city expenditures year to date. Council is to review the proposed budget and bring any recommendation back to the next regular meeting.

### **Election Judge Appointments**

**M/S/P Scott Waage/Eric Etherington** to approve Resolution 2018-10 Appointing Election Judges.

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

### **LP Pre-pay**

Council was presented the Roseau County Coop Association LP pre-pay quotes for this year. Council decided to not pre-pay for any LP this year.

### **Street Light Request**

There has been a citizen request for a streetlight to be installed by Shanoah Park. Jason with Ottertail is to be contacted to see if this is feasible.

### **Splash Park**

There have been some citizen requests for a splash pad within the city. One idea is that a splash pad could go in the skatepark area. One concern is whether or not this would take revenue away from the pool.

### **Street Signs and City Speeds**

The street committee will be meeting on this tomorrow June 19<sup>th</sup>. A recommendation will be brought back to the next meeting.

### **2018 Infrastructure Projects**

MN PFA is not ready to fund the city's project. The bonding bill did pass and they need to wait until June 30<sup>th</sup> to see what amount of grant dollars the city is eligible for before they will finalize the city's loan. The first opportunity to draw off this loan will be July 20<sup>th</sup>. We have a pay request from Spruce Valley at this time in the amount of \$789,420.30. We do not have this amount of money in checking and we do not have time to get temporary financing. The bank has agreed to release some of the city's CDs to cover the amount of funding we are short. Once we get funds from PFA we will put the money back into the CDs.

**M/S/P Dennis Filer/Eric Etherington** to approve the Spruce Valley pay request in the amount of \$789,420.30.

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

**M/S/P Scott Waage/Eric Etherington** to approve Clerk-Treasurer to temporarily cash in CDs at Border State Bank to cover the Spruce Valley pay request.

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

Some residents are having water pressure issues after this project. Their service lines more than likely need to be cleaned. One way to see if this project increased overall water pressures is to test the fire hydrants.

### **Dirt Bike Racing**

Waiting for the attorney to finish the lease agreement.

### **City County/Shop**

We are still waiting for the county to get the final cost of the building.

### **Trap Club/Race Park**

The attorney is still working on the deeds and the lease agreements.

### **Asphalt behind Bank**

Council was wondering why the asphalt in the alley behind the bank was not overlaid when the bank parking lot was done. The contractor that did the bank parking lot was supposed to get the alley done last year and did not. So, when Public Works Director Jevne got quotes for this year's overlay projects he included that alley in the new quotes. When council approved the quotes for this year they approved a different contractor for the project. Unfortunately, Mr. Jevne did not let the losing contractor know that he did not get the bid. When that contractor came to do the bank parking lot he thought he would also be doing the alley work. He was very upset that he was not contacted when he lost the project.

### **Sink Holes**

We have to sink holes in the city at this time. One on State Hwy 11 by the Vacura's and one in the yard of Deb Neuschwander. Both of the sink holes are caused by septic tanks that were left in the ground when the city installed the sewer lines. Because the sink hole in Vacura's yard is in the state highway right of way the city will be completing the work to remove the septic tank and fill the hole in. Ms. Neuschwander will need to take care of hers since it is on private property.

### **Equipment**

The mosquito sprayer, street sweeper and tracks for the skidsteer have arrived. We are still waiting on the pickup and the mowers. Right now, the plan is for Clerk-Treasurer Locken to fly down to Minneapolis to bring the pickup back. The airfare through Boutique Air is cheaper than wages and mileage to have two people go pick up the vehicle.

### **Citizen Complaints/Concerns**

### **Committee Reports**

#### **Commerce Committee**

The commerce committee is going well. Kara Heggedal has stepped up as chairman of this committee. The meetings are schedule for the 3<sup>rd</sup> Wednesday of the month at 5:30 pm.

### **4<sup>th</sup> of July**

Everything is planned and ready for the 4<sup>th</sup> of July.

### **Personnel Issues**

The personnel committee has meet to make sure everyone is doing their job and following procedures. We have had some issues with these matters.

### **Main Street**

We are waiting on the engineers to move forward on this project.

### **Consent Agenda**

**M/S/P Christine Foss/Scott Waage** to approve the consent agenda items with revised bills (Minutes/Bills-Revised/Receipts).

**In Favor-** Brenda Sather, Dennis Filer, Christine Foss, Eric Etherington, Scott Waage

### **Upcoming Meetings:**

- Regular Council Meetings: at 5:30 pm on July 16<sup>th</sup>, August 20<sup>th</sup> and September 17<sup>th</sup>

**Meeting was adjourned at 6:41 pm.**

Brenda Sather  
Mayor

Anita Locken  
Clerk-Treasurer

# City of Greenbush Bills July 2018- Revised

Vendor	Description	Total
Shauna Wimpfeimer	Reimbursement for Jaustyn's Lifeguard Training	\$230.00
Delaine Augustson	Reimbursement for Avery's Lifeguard Training	\$235.00
Sun Life Financial	Dental Insurance	\$247.52
Jenna Caldwell	Reimbursement of Swim Lesson	\$45.00
Horizon Commercial Pool Supply	Repair of Vacuum for Pool and New Pool Covers/Reels	\$12,366.00
Team Laboratory Chemical Corp	Wastewater Chemicals	\$1,736.00
Quill Corporation	Misc for CC/Shop	\$395.99
MN PEIP- C/O MMB Fiscal Services	Health Insurance	\$1,374.00
Verizon Wireless	Shop Ipads service	\$70.02
Squid's Market	Parks/Pool/Shop/FD Supplies	\$182.90
D.W. Mechanical	Backhoe rental	\$300.00
Greenbush Pharmacy	Pool Supplies	\$5.41
Hawkins, Inc	Pool and Water Chemicals	\$2,565.53
Sanitation Products, Inc	Street Sweeper Parts	\$250.00
Mona Novacek	Work at Pool	\$80.00
Summer Rec Softball	Annual Contribution to the Program	\$1,250.00
Burkel Lumber & Hardware	Misc for Shop/Pool	\$2,765.14
Wahl Bros Racing	Wastewater/Pool Postage	\$32.81
Alive Outdoor Services	Trimmer Repair/New Trimmer/Pole Pruner	\$1,043.39
Northland Tire, Inc	Tires for PW	\$308.00
Lieberg Electric	Work at Pool	\$439.39
Softline Data Inc	Utility Billing Cards	\$215.00
West Central Ag Services	Spray for PW	\$57.16
Greenbush Ace Hardware	Supplies for shop/FD/Parks/pool/SumRec/	\$584.33
RCCA	Fuel for Shop/Parks/FD, Misc for FD/PW/Parks, LP for Pool/FD,	\$4,839.23
Roseau Electric Cooperative, Inc	Water Heater for FD	\$1,320.00
Gopher State One Call	Locates	\$16.20
NAPA of Greenbush	Misc for Shop/FD/Pool	\$1,077.38
Jon's Auto Salvage	Construction Waste Bins for Clean Up Week	\$1,009.81
Northwest Regional Library	3rd qtr library Allocation	\$3,765.75
Wikstrom Telecom-Internet	Phone Services	\$560.57
NCPERS Minnesota	Life Insurance	\$48.00
Ryan Lisell	WSI Training in GB	\$812.50
Integrated Process Solutions, Inc	Lift Station Monitoring System	\$11,154.00
MN Public Facilities Authority	Water Fund Repayments	\$90,628.02
West Shore Services	Annual Inspection of Warning Siren	\$650.00
Global Specialty Contractors, Inc	Pool Pump	\$5,699.18
<b>Core &amp; Main</b>	<b>Water Meters</b>	<b>\$1,232.22</b>
Roseau Co Transfer Station	Appliance/Bulky Waste	\$158.59
H&S Construction	Curb & Gutter Repair	\$12,780.00
Greenbush Sanitation	Solid Waste Contract	\$6,800.00
PERA	June 13-July 11	\$1,515.56
EFTPS	June Federal Withholdings	\$5,575.85
MN Dept of Revenue	June Sales & Use Tax	\$1,012.00
MN Dept of Revenue	June MN Withholding	\$803.95
Payroll	June 13-July 11	\$28,814.64
Ottertall	Electricity	\$4,157.00
AFLAC	Misc Insurances	\$429.66
Cardmember Services	Pool Supplies/CC misc & Envelopes	\$3,396.53
Summer Rec Baseball	Annual Contribution to the Program	\$1,250.00
<b>Patrick Moren</b>	<b>Legal fees for 2018 Water Project Easements</b>	<b>\$4,575.00</b>
Mar-Kit Landfill	Solid Waste Fees	\$69.00
<b>Bank of Zumbrota</b>	<b>Water Debt Service Payment</b>	<b>\$1,834.00</b>
<b>Spruce Valley Corporation</b>	<b>2018 Water Project 2nd Payment</b>	<b>\$94,286.00</b>
<b>COOP West</b>	<b>PW Fuel</b>	<b>\$321.16</b>

\$317,370.39

# City of Greenbush Receipts June 2018

Date	Remitter	Receipt #	Description	Total
06/04/2018	Utilities	16635	Regular Payments	\$ 708.08
06/04/2018	Water Dispenser Usage	16636	Foss	\$ 220.00
06/04/2018	Pool Revenue	16637	Swim Lesson Fees	\$ 250.00
06/04/2018	Utilities	16638	Credit card Payments	\$ 173.41
06/04/2018	Blossom & Boards	16639	RBEG Payment	\$ 100.00
06/05/2018	Utilities	16640	Regular Payments	\$ 1,081.34
06/05/2018	Pool Revenue	16641	Swim Lesson Fees	\$ 150.00
06/06/2018	Utilities	16642	Regular Payments	\$ 861.57
06/06/2018	Pool Revenue	16643	Swim Lesson Fees	\$ 655.00
06/06/2018	DRB Fabrication	16644	RBEG Payment	\$ 241.58
06/06/2018	CC Rent	16645	Brazier	\$ 55.00
06/07/2018	Utilities	16646	Regular Payments	\$ 1,044.63
06/07/2018	Novacek Pharmacy	16647	RBEG Payment	\$ 120.00
06/07/2018	Liquor License	16648	Remedies	\$ 1,440.00
06/11/2018	Utilities	16649	Regular Payments	\$ 1,926.22
06/11/2018	Utilities	16652	Credit Card Payments	\$ 80.05
06/11/2018	Utilities	16653	Credit Card Payments	\$ 169.51
06/12/2018	Utilities	16654	Regular Payments	\$ 4,106.38
06/12/2018	Pool Revenue	16655	Swim Lesson Fees	\$ 2,046.00
06/12/2018	Roseau County Court Admin	16656	Fines	\$ 60.00
06/12/2018	MN Management & Budget	16657	May Fines & Fees	\$ 3.33
06/13/2018	Utilities	16658	Regular Payments	\$ 832.58
06/13/2018	City Office	16659	Old Pics	\$ 6.00
06/13/2018	Pool Revenue	16660	Swim Lesson Fees	\$ 175.00
06/13/2018	Greenbush Ace	16661	RBEG Payment	\$ 100.00
06/14/2018	Utilities	16662	Regular Payments	\$ 2,036.84
06/14/2018	Fire Calls	16663	Anderson	\$ 250.00
06/14/2018	MN Management & Budget	16664	DNR Fire Call- Clow	\$ 2,937.50
06/15/2018	Utilities	16665	Regular Payments	\$ 1,076.12
06/15/2018	Pool Revenue	16666	Swim Lesson Fees	\$ 350.00
06/15/2018	Summer Rec Baseball	16667	Baseball Fees	\$ 100.00
06/15/2018	Brekke	16668	Reimbursement for County installed mailbox	\$ 100.00
06/18/2018	Utilities	16669	Regular Payments	\$ 1,916.49
06/18/2018	Pool Revenue	16670	Swim Lesson Fees	\$ 3,219.00
06/18/2018	Legion Park	16671	Camping Fees	\$ 15.00
06/18/2018	Golf/ATV Permit	16672	Waage	\$ 10.00
06/18/2018	Liquor License	16673	1 Better	\$ 240.00
06/18/2018	Roseau County Treasurer	16674	1st Half of 2018 Taxes	\$ 168,879.58
06/19/2018	Utilities	16675	Regular Payments	\$ 2,650.39
06/19/2018	Pool Revenue	16676	Swim Lesson Fees	\$ 350.00
06/19/2018	Novacek Pharmacy	16677	RBEG Payment	\$ 120.00
06/19/2018	CD	IAW2	Deposit from CD	\$ 15,370.28
06/19/2018	CD	IAW3	Deposit from CD	\$ 49,448.25
06/19/2018	CD	IAW4	Deposit from CD	\$ 37,086.18
06/19/2018	CD	IAW5	Deposit from CD	\$ 24,566.56
06/19/2018	CD	IAW6	Deposit from CD	\$ 118,819.59
06/19/2018	CD	IAW7	Deposit from CD	\$ 31,157.96
06/19/2018	CD	IAW8	Deposit from CD	\$ 82,744.98
06/20/2018	Utilities	16678	Regular Payments	\$ 1,434.08
06/20/2018	Legion Park	16679	Camping Fees	\$ 110.00
06/20/2018	Pool Revenue	16680	Swim Lesson Fees	\$ 175.00
06/20/2018	CC Rent	16681	Wiskow-Tables	\$ 20.00
06/20/2018	Utilities	16682	ACH Payments	\$ 7,254.66
06/20/2018	MN Management & Budget	16683	Reimbursement of Fire Trainings	\$ 2,725.00
06/20/2018	Utilities	16684	Credit Card Payments	\$ 85.34
06/21/2018	Utilities	16685	Regular Payments	\$ 5,621.42
06/21/2018	Pool Revenue	16686	Swim Lesson Fees	\$ 175.00
06/21/2018	CD	IAD15	Interest	\$ 443.52
06/21/2018	CD	IAD16	Interest	\$ 815.63

## City of Greenbush Receipts June 2018

06/21/2018 CD	IAD17	Interest	\$	466.01
06/21/2018 CD	IAD18	Interest	\$	1,514.79
06/21/2018 CD	IAD19	Interest	\$	751.35
06/21/2018 CD	IAD20	Interest	\$	1,087.54
06/21/2018 CD	IAD21	Interest	\$	2,744.98
06/21/2018 CD	IAD22	Interest	\$	1,507.09
06/21/2018 CD	IAD23	Interest	\$	75.95
06/21/2018 CD	IAD24	Interest	\$	1,414.25
06/21/2018 CD	IAD25	Interest	\$	107.30
06/21/2018 CD	IAD26	Interest	\$	1,649.97
06/21/2018 CD	IAD27	Interest	\$	706.42
06/21/2018 CD	IAD28	Interest	\$	403.53
06/22/2018 Utilities	16687	Regular Payments	\$	1,311.51
06/22/2018 Golf/ATV Permit	16688	Gust	\$	10.00
06/22/2018 Summer Rec Baseball	16689	Baseball Fees	\$	45.00
06/26/2018 Utilities	16690	Regular Payments	\$	707.30
06/26/2018 Pool Revenue	16691	Swim Lesson Fees	\$	2,468.25
06/26/2018 Jess Foss	16692	RBEG Payment	\$	135.64
06/26/2018 Legion Park	16693	Camping Fees	\$	30.00
06/26/2018 Golf/ATV Permit	16694	Gonshorowski	\$	10.00
06/29/2018 Utilities	16695	Regular Payments	\$	324.78
06/29/2018 Pool Revenue	16696	Swim Lesson Fees	\$	60.00
06/29/2018 Summer Rec Baseball	16697	Baseball Fees	\$	155.00
06/29/2018 CC Rent	16698	Graff	\$	55.00
06/29/2018 Blossom & Boards	16708	RBEG Payment	\$	100.00
06/30/2018 Border State Bank	16699	Account Interest	\$	37.66
06/30/2018 Merchant Services	16709	Swim Lesson Fees	\$	850.00
06/30/2018 CC Rent	16710	Line	\$	55.00
			\$	597,694.37