

Tyler, Minn. City Council

7 p.m. - Monday, September 14, 2015 - Tyler Fire Hall

1. Call Meeting to Order

2. Approve Agenda, Aug. 3 and Aug. 7 Meeting Minutes

3. Public Express

Members of the public are invited to make comment during this portion of the meeting.

4. Reports

- Correspondence
- Council Comments / Committee Reports
- Police Report
- City Attorney's Report
- Utilities Report
- Administrator's Report

5. Action Items

- A. Sidewalk Request update - Bob Larson
- B. Preliminary Levy / Set Truth and Taxation Hearing
- C. Bandshell Park rental application
- D. Interconnection
- E. eCharging Resolution
- F. Resignation of Robert Zeug
- G. Sidewalk request- Kullen Stanek
- H. Insurance 2016
- I. Lineman replacement options
- J. Review Financial Statements

6. Adjourn

The next regular council meeting will be 7 p.m. on Monday, Oct. 5, 2015 at the Tyler Fire Hall.

Tyler City Council
Monday August 3, 2015
Tyler Fire Hall
7:00 pm (Pending)

Present, Mayor Peterson, Council Members Sanderson, Raschke, Petersen, Harper, City Administrator Wolfington, Legal Counsel Petersen, Clerk Powell, Police Officer Block, Mark Wilmes, Robert Olsen Environmental Specialist from Lincoln County, Lynn Gackstetter, Arnie Dam, Gary Manson, Tim O'Leary from Lyon Lincoln Electric, Larry Wyttenback

Mayor Petersen called the meeting to order at 7:00 pm.

Approve Agenda: Motion made by Petersen, seconded by Sanderson and passed unanimously to accept the agenda.

Motion by Rachke seconded by Harper and passed unanimously to approve the minutes of the July 6, 2015 meeting.

Public Express: Larry Wyttenback stated that he has had a few inquiries about properties around the Tyler area. Wyttenback was wondering if the city could purchase some of the land surrounding the town so that we do not get land locked. Wyttenback feels the city council needs to sit down and plan a way the city can expand. Councilman Petersen stated that this has been discussed a few times and the city had a couple of land purchases planned that did not work out. Councilman Harper stated that TRED can also do some work on purchasing land. Wyttenback asked if he could work with a person to find some land. Wyttenback asked if a person buys property in town can it be either commercial or residential, like between the Legion and Luttermans what would that be considered? Councilman Petersen stated that this is a case by case basis as to what it would be zoned. The city has zoning ordinances and those could be changed if necessary. Mayor Peterson stated that most of his inquiries for businesses are to be located on Highway 14. Mayor Peterson suggested that Wyttenback work with TRED and keep the council informed of any actions.

Correspondence: The League of Minnesota Cities notified the City of Tyler that Senator Bill Weber, our state representative has been recognized as a League of Minnesota Cities Legislator of Distinction for 2015. Mayor Peterson stated that Senator Weber was one of the first persons to contact him after the election and congratulate him. Senator Weber informed Mayor Petersen if there is anything he can help the City of Tyler with to please let him know.

Council Comments – Councilman Sanderson stated that he has noticed the ball fields need an upgrading. Administrator Wolfington stated that utility worker Haroldson and him are working on doing some upgrades and they will keep working on this.

Mayor Petersen stated that he and Legal Council Peterson had a meeting with the hospital last week. Legal Council Peterson stated that two of the THC board, three from the Avera hospital financial team including the CEO and him and Mayor Peterson met. The meeting was to understand the future steps for the hospital and to make sure that THC has a future. The THC and the Avera team have a strong commitment for having a continued hospital presence in the City of Tyler. The board and Avera team know that small hospitals are having a hard time in the rural area. Legal Council stated that he has no particulars at this time it is too early for that. Avera wants to do there due diligence. Avera is serious about this working out. The city owns the property so they will be an important part of the hospital.

Police Report: Police Officer Eric Block was present for the police report. There were 41 calls of service. The weather had a big effect on the city celebration so that was a pretty quiet weekend. The Fair went well. Some tickets were written and arrests made.

Utility Report: Administrator Wolfington stated that the review of the paint issued on the water tower is complete. The recoat window was exceeded during the work process not allowing the final product to fully finish. The workers that will repaint should be here soon. Before work can begin to repaint, the tower will need to be emptied. The interior paint seems to be holding up well.

Administrator Report: Administrator Wolfington stated that at the July 6 council meeting the council had requested he check into contacting the MNDOT about painting a cross walk on the highway going to the pool. Administrator Wolfington stated that MNDOT will be here this week to review the possibility of putting a crosswalk on the highway.

Dam Property Request: Mayor Peterson stated that he had done the sale of the property for both the buyer and seller on this property so would like to excuse himself. Acting Mayor Harper proceeded to explain that Arnie Dam has requested an amendment to the zoning of his property on Lawton Street. Mr. Dam stated that he would like to build a metal storage building on property that is currently zoned residential and would like it reclassified for commercial use. The purpose of the building is for him to put his own vehicles in the building. Mr. Dam would like to build a 30 x 54 building. Administrator Wolfington read a letter from a resident in objection to the amendment. Mr. Dam stated that he feels he is making an improvement to the area. Lynn Gackstetter asked if there would be objects outside of the building. Mr. Dam stated he plans on parking the old fire truck he purchased from the fire Department and an old car on some cement otherwise everything else will be put inside. Motion by Sanderson seconded by Petersen to rezone the property commercial Raschke and Harper voted in favor and Mayor Petersen abstained from voting.

Lyon Lincoln Electric Interconnect Agreement: Tim O'Leary from Lyon Lincoln Electric was present to present and interconnect agreement. Lyon Lincoln Electric is looking to build a small solar project on the southeast corner of their property in Tyler. The project would be 28 x 46 area. There would be seven solar panels wide and 8 deep. There will be a reflector on the back of the solar panel also. The project will produce about 1400 kw per month similar to a home or farm for rural residents. The Lyon Lincoln

Electric workers will be doing the work. In the future Mr. O'Leary stated he would like to work with the city on a community solar project. Legal Council Petersen and Heartland Power have reviewed the agreement and had no objections. Motion by Petersen seconded by Harper and passed unanimously to enter into the interconnect agreement with Lyon Lincoln Electric.

Heartland/WAPA Meter Agreement: Western area Power and Heartland are requesting approval to install new metering equipment at our point of measurement for load usage for the City of Tyler. The new meters will not cost the city. The meters will allow Heartland to monitor load data for use in operations and planning, including daily and hourly forecasting of loads.

TRED recommendation for board member: Tyler Regional Economic Development board has recommended that Lonnie Lambertus to fill the vacancy on the TRED board. Motion by Petersen seconded by Raschke and passed unanimously to appoint Lonnie Lambertus to the TRED board.

In April Robert Larson on the corner of Highland Court asked for assistance in extending his sidewalk to the corner of Willow Street to allow for a cross walk to the Tyler Healthcare Center. The council had stated they would participate in the project and wanted cost estimates. Mr. Larson gave Administrator Wolfington a quote of \$6,250 from Mike Thooft. Thooft based his estimate on other sidewalks in Tyler. The council feels this is a high cost. The council feels that they need to see a plan and what is being quoted. Administrator Wolfington will ask Robert Larson and Mike Thooft to the council meeting on Friday August 7, 2017 at 7:00pm to explain what their plan is.

Robert Olsen Lincoln County Environmental Specialist: Robert Olsen was present to ask the council if they would consider an agreement between the county and the city for recycling and refuse. Mr. Olsen stated that the county takes care of 700 tons of material from it's rural residences. The county as you know has a site on the north end of town, there are cameras to identify city residence, people that use the site that are not local county residence and rural residence that are dumping things that shouldn't be dumped. Mr. Olsen is trying to get control of what is being dumped. The County has been using a new single stream recycling at their site in town which make things convenient. The county residents can just open up the back of container and put there recycling in. Mr. Olsen would like to work with the city and have a site that the city residents could also use. This would maybe save residents driving to Ivanhoe to get rid of some of their stuff and be convenient for the city residents. Mr. Olsen would like to see the city charge a small fee to offset the disposal and pay for an employee to man the site. Mr. Olsen would like to provide a better, less confusing, convenient way for residents to get rid of there refuse and recycling. Councilman Petersen stated that he would like the site to have a neat appearance. Motion by Raschke seconded by Sanderson and passed unanimously to entertain conversation with Lincoln County about combining refuse and recycling with the City of Tyler.

Administrator Wolfington stated that the next council meeting would be the September 7, 2015 which would be Labor Day. Administrator Wolfington asked the council when they would like to have their September meeting. Motion by Harper seconded by Petersen and passed unanimously to have the September council meeting on September 14, 2015.

Motion by Petersen seconded by Raschke passed unanimously to pay the bills for July.

Motion by Sanderson seconded by Raschke and passed unanimously to adjourn the meeting

Approved: Mervyn Peterson, Mayor

Attested: Barb Powell, City Clerk

Tyler City Council
Friday August 7, 2015
Tyler Fire Hall
7:00 pm (Pending)

Present, Mayor Peterson, Council Members Sanderson, Raschke, Petersen, Harper, City Administrator Wolfington, Clerk Powell, Mark Wilmes, John Thomsen

Mayor Petersen called the meeting to order at 7:00 pm.

Approve Agenda: Motion made by Petersen, seconded by Sanderson and passed unanimously to accept the agenda.

Public Express: Mayor Peterson had received an email about the pool and what a good experience her and her grandkids had. He also received a note from the Swim Team captain expressing appreciation and what a good year that they had at the pool this year.

Fire Truck/USDA Grant: Administrator Wolfington stated Megan Gernentz who is the Community Program Specialist from Rural Development had directed a letter to the council as she could not be at the meeting. Megan stated that she is applying for a loan for a fire truck for the city of Tyler in the amount of \$115,000 for 15 years at 3.625% with an annual payment of \$10,964 the applicant would contribute \$100,000 and there would be an RD Grant for \$35,000. Tonight's meeting is held to meet the public notification requirements. The council is required to discuss the project and allow the public to comment. If funding is awarded the council will be required to have another public meeting. The city will be notified by the end of August if there will be funds awarded to them. If the city does not get awarded the funds, within the state there will be state allocation for FY2016 as soon as Congress sets the budget. It should be noted that Rural Development has never not been funded for a project. Councilman Sanderson stated that he has one concern, the amount of interest that would be paid over the 15 years would be about what the grant would be. Mr. Thomsen stated that he had figured that and the Fire Department would have to be on a tight budget and get the loan paid off as soon as they could to make the loan pay off. Mr. Thomsen also stated that he had learned that the new truck could be ordered and nothing need to be paid until the truck arrived which would give the Fire Department more time to do some fund raising. The Rural Development loan can be paid off early with no penalties. Motion by Harper seconded by Petersen and passed unanimously to proceed with the USDA grant funding.

Mediacom Internet/Telephone proposal: Administrator Wolfington presented a proposal from Mediacom to transfer all phones and internet from Frontier to Mediacom. The Mediacom Proposal stated they would provide City Hall internet and three phone lines with internet at 20M/2M for three years at \$159.85. The Utility plant would be Primary line at \$39.95 for phone line and each additional line at \$29.95 which the utility plant has 2 phone lines. The city also has a police phone, senior center phone, water tower phone, and gas building phone all of which would be \$39.95 each. Each option

included all long distance and features. Installation fee of \$99.95 and approximate tax of 8%. The city know uses Frontier for their phone lines all except for the substation which is Mediacom. Frontier gave a proposal for City Hall of three phone lines for \$74.99 and internet for \$159.99 for a bundled total of \$149.96. With Frontier each phone line for the other lines would be \$49.95. Councilman Harper asked if there was a modem to be attached to each of the buildings for Mediacom. That is not known. After some discussion Councilman Petersen asked if exact quotes from both Frontier and Mediacom could be brought to the next council meeting so the council would know if equipment needs to be rented also.

Motion by Raschke seconded by Petersen and passed unanimously to adjourn the meeting.

Approved: Mervyn Peterson, Mayor

Attested: Barb Powell, City Clerk



Minnesota Department of Transportation

District 8 Headquarters
2505 Transportation Road
Willmar, MN 56201

Office: 320-231-5195
Fax: 320-214-6305
800-657-3792

August 5, 2015

Robert Wolfington
City Administrator
230 North Tyler Street
Tyler, MN, 56277

Dear Mr. Wolfington

District 8 has completed a crosswalk study at TH14 at the junction of CSAH 7. There is a report with pedestrian counts for this intersection included with this letter.

When there is a "safe routes to school plan" implemented and school crossings are established we will install school crosswalks and proper signing at a location designated for a "safe school route" that crosses TH14.

District 8 will maintain signing at this location but it is the city of Tyler's responsibility to maintain the crosswalk after the initial installation of an approved crosswalk.

Sincerely,

A handwritten signature in black ink that reads "John C. Hager".

John Hager, Traffic Engineer
320-214-6397

An Equal Opportunity Employer





Minnesota Department of Transportation

District 8 - Willmar/Marshall/Hutchinson
2505 Transportation Road
Willmar, MN 56201

Office Tel: 320-231-5195
800-657-3792
Fax: 320-214-6305
www.mndot.gov

Date: 8-5-2015

To: Robert Wolfington, City Administrator
230 North Tyler Street
Tyler, MN

From: John Hager
Traffic Engineer – D8 Willmar

Subject: Pedestrian Study on TH 14
Control Section: 4102
County: Lincoln
Municipality/Township: Tyler
Location: TH 14 at Jct of County Road 7

This investigation was initiated as a result of an Email requesting a crosswalk in the city of Tyler, received from Robert Wolfington City Administrator. District 8 has completed an Engineering and Traffic Investigation on this segment of roadway. Findings of the investigation are as follows:

Road Surface Characteristics, Shoulder Conditions, Grade, Alignment and Sight Distance

Road:

- **Material and Condition:**
Bituminous in good condition
- **Width:**
44 feet wide, 12 foot driving lanes
- **Design:**
Urban design
- **Alignment:**
No curves or hills
- **Sight Distance:**
Good

Roadside Development and Culture, Roadside Friction

- **Commercial and Industrial Businesses:**
BP gas station, Pluto Legal Assistance, Tyler Funeral Home, Local bar
- **Homes:**
There are no homes located at this junction

Curves or Hazardous Locations within the Zone

- **Horizontal Curves:**
None
- **Vertical Curves:**
None
- **Building Setbacks:**
Adequate

Parking and Pedestrian Practices

- **No Parking Signs:**
There are "No Parking" signs on each side of CSAH 7 for 1 block on the south side of TH14
- **Sidewalks:**
There are sidewalks on both sides of CSAH 7 north of TH14 and on the east side south of TH14
There is a sidewalk on the north side TH 14

Reported Accidents in a 36 Month Period

- **Total Accidents:** 2
- **Property Damage Accidents:** 1
- **Possible Injury Accidents:** 2
- **Non-incapacitating Accidents:** 0
- **Incapacitating Accidents:** 0
- **Fatal Accidents:** 0

Other Findings

- **ADT Volumes:**
2,300
- **Posted Speeds:**
35mph

Pedestrian Count

- **6 hour Count from 8am to 2pm**
Total pedestrian traffic - 45
Crosswalk traffic - 31
J Walking - 14

Recommendations

We have completed the engineering and traffic investigation on TH14 at the Jct of CSAH 7 in Tyler.

Based upon the results of the investigation, US14 at the junction CSAH 7 needs no crosswalk at this time.

If there are any questions or comments regarding this study, please feel free to call.

John Hager, Traffic Engineer
320-214-6397

PEDESTRIAN COUNT FORM

DATE: 8-4-2015	BY: MARK NORBIE
ROUTE: US 14	CONTROL SECTION: 4102
COUNTY: LINCOLN	MUNICIPALITY/TOWNSHIP: TYLER
TH: 14	STREET: COUNTY ROAD 7

COMMENTS: CLEAR, WARM, CALM -COUNTED FROM 8AM TO 2PM AND CITY ADMINISTRATOR ROBERT WOLFINGTON FELT IT WAS LONG ENOUGH

TIME	CROSSWALK TRAFFIC	J WALKERS	TIME	CROSSWALK TRAFFIC	J WALKERS
12:00-12:15 AM			12:00-12:15 PM	2	
12:15-12:30 AM			12:15-12:30 PM	2	
12:30-12:45 AM			12:30-12:45 PM		
12:45-1:00 AM			12:45-1:00 PM	2	
12 AM HOUR TOTALS	0	0	12 PM HOUR TOTALS	6	0
1:00-1:15 AM			1:00-1:15 PM	3	
1:15-1:30 AM			1:15-1:30 PM		
1:30-1:45 AM			1:30-1:45 PM	2	
1:45-2:00 AM			1:45-2:00 PM	1	
1 AM HOUR TOTALS	0	0	1 PM HOUR TOTALS	6	0
2:00-2:15 AM			2:00-2:15 PM		
2:15-2:30 AM			2:15-2:30 PM		
2:30-2:45 AM			2:30-2:45 PM		
2:45-3:00 AM			2:45-3:00 PM		
2 AM HOUR TOTALS	0	0	2 PM HOUR TOTALS	0	0
3:00-3:15 AM			3:00-3:15 PM		
3:15-3:30 AM			3:15-3:30 PM		
3:30-3:45 AM			3:30-3:45 PM		
3:45-4:00 AM			3:45-4:00 PM		
3 AM HOUR TOTALS	0	0	3 PM HOUR TOTALS	0	0
4:00-4:15 AM			4:00-4:15 PM		
4:15-4:30 AM			4:15-4:30 PM		
4:30-4:45 AM			4:30-4:45 PM		
4:45-5:00 AM			4:45-5:00 PM		
4 AM HOUR TOTALS	0	0	4 PM HOUR TOTALS	0	0
5:00-5:15 AM			5:00-5:15 PM		
5:15-5:30 AM			5:15-5:30 PM		
5:30-5:45 AM			5:30-5:45 PM		
5:45-6:00 AM			5:45-6:00 PM		
5 AM HOUR TOTALS	0	0	5 PM HOUR TOTALS	0	0
6:00-6:15 AM			6:00-6:15 PM		
6:15-6:30 AM			6:15-6:30 PM		
6:30-6:45 AM			6:30-6:45 PM		
6:45-7:00 AM			6:45-7:00 PM		
6 AM HOUR TOTALS	0	0	6 PM HOUR TOTALS	0	0
7:00-7:15 AM			7:00-7:15 PM		
7:15-7:30 AM			7:15-7:30 PM		
7:30-7:45 AM			7:30-7:45 PM		
7:45-8:00 AM			7:45-8:00 PM		
7 AM HOUR TOTALS	0	0	7 PM HOUR TOTALS	0	0
8:00-8:15 AM			8:00-8:15 PM		
8:15-8:30 AM			8:15-8:30 PM		
8:30-8:45 AM	2		8:30-8:45 PM		
8:45-9:00 AM			8:45-9:00 PM		
8 AM HOUR TOTALS	2	0	8 PM HOUR TOTALS	0	0
9:00-9:15 AM	1	3	9:00-9:15 PM		
9:15-9:30 AM		1	9:15-9:30 PM		
9:30-9:45 AM	2	2	9:30-9:45 PM		
9:45-10:00 AM		2	9:45-10:00 PM		
9 AM HOUR TOTALS	3	8	9 PM HOUR TOTALS	0	0
10:00-10:15 AM	2	1	10:00-10:15 PM		
10:15-10:30 AM	1	5	10:15-10:30 PM		
10:30-10:45 AM			10:30-10:45 PM		
10:45-11:00 AM	1		10:45-11:00 PM		
10 AM HOUR TOTALS	4	6	10 PM HOUR TOTALS	0	0
11:00-11:15 AM	2		11:00-11:15 PM		
11:15-11:30 AM	4		11:15-11:30 PM		
11:30-11:45 AM	4		11:30-11:45 PM		
11:45-12:00 PM			11:45-12:00 AM		
11 AM HOUR TOTALS	10	0	11 PM HOUR TOTALS	0	0
TOTAL AM HOURS	CROSSWALK TRAFFIC	J WALKERS	TOTAL PM HOURS	CROSSWALK TRAFFIC	J WALKERS
4	19	14	2	12	0
GRAND TOTAL PEDESTRIAN TRAFFIC			TOTAL HOURS	CROSSWALK TRAFFIC	J WALKERS
			6	31	14
			TOTAL PEDESTRIANS	45	

CITY OF TYLER COMMUNITY BAND SHELL
PERMIT APPLICATION

Applicant Name: The Rock Christian Youth Group

Applicant Address: 148 N Tyler

Applicant Phone Number: 247-3824

Date(s) Band Shell Requested: 12-21-15 to 1-21-16
(30 Day Maximum)

Type of Use: Nativity scene
(Concert/Performance/Play/Display/Function/Event)

Will a fee be charged to attendees (if applicable)? Yes: No: N/A:

Are you a federally recognized not-for-profit organization? Yes: No:

Fees: \$5.00 per day with a 50% discount being applied for federally recognized not-for-profit organizations. The total maximum fee charged shall be \$75.00. Applicants shall additionally be responsible for and will be billed for any electricity consumed.

Please estimate the total number of attendees: _____ (displays exempt)

The City of Tyler must be named as an additionally insured on the applicant's liability insurance.

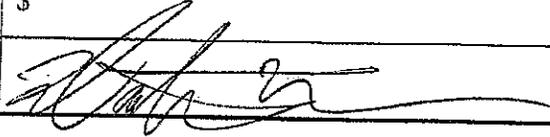
Wayde Kenneke
Operations manager The Rock Christian Youth Center

FOR OFFICE USE ONLY

Total Fee(s) Due:

\$

Approved by City Administrator

A handwritten signature in black ink, appearing to be "John G.", is written across the signature line of the table.

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between The Rock Christian Youth Group, hereinafter "Promisor" and The City of Tyler, hereinafter "Promisee", on this 21st day of December, 2015 in Tyler, Minnesota.

Recitals

Promisor desires to rent Promisee's premises Bandshell Park Shelter located at 127 W Bradley Street, Tyler Minnesota, from December 21, 2015 to January 21, 2016. The intent of this Agreement is to indemnify Promisee from any claims arising from and related to Promisor's use and rental of these premises.

Agreement

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows;

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Promisor's use and rental of the premises located at 127 W Bradley Street, Tyler, Minnesota Promisor's actions include the actions of Promisor's agents and employees.

This Agreement shall be interpreted under the laws of the State of Minnesota

The Rock



By, Wayde Kenneke,

The City of Tyler



By, Barb Powell, City Clerk

**CITY OF TYLER COMMUNITY BAND SHELL
PERMIT APPLICATION**

Applicant Name: Danebod Church

Applicant Address: _____

Applicant Phone Number: Curt Mad 507-247-5675

Date(s) Band Shell Requested: 11-20-15 - 12-20-15
(30 Day Maximum)

Type of Use: Nativity scene
(Concert/Performance/Play/Display/Function/Event)

Will a fee be charged to attendees (if applicable)? Yes: No: _____ N/A: _____

Are you a federally recognized not-for-profit organization? Yes: No: _____

Fees: \$5.00 per day with a 50% discount being applied for federally recognized not-for-profit organizations. The total maximum fee charged shall be \$75.00. Applicants shall additionally be responsible for and will be billed for any electricity consumed.

Please estimate the total number of attendees: _____ (displays exempt)

The City of Tyler must be named as an additionally insured on the applicant's liability insurance.

FOR OFFICE USE ONLY	
Total Fee(s) Due:	\$
Approved by City Administrator	

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between The Danebod Church, hereinafter "Promisor" and The City of Tyler, hereinafter "Promisee", on this 20th day of November, 2015 in Tyler, Minnesota.

Recitals

Promisor desires to rent Promisee's premises Bandshell Park Shelter located at 127 W Bradley Street, Tyler Minnesota, from November 20, 2015 to December 20, 2015. The intent of this Agreement is to indemnify Promisee from any claims arising from and related to Promisor's use and rental of these premises.

Agreement

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows;

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Promisor's use and rental of the premises located at 127 W Bradley Street, Tyler, Minnesota Promisor's actions include the actions of Promisor's agents and employees.

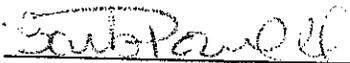
This Agreement shall be interpreted under the laws of the State of Minnesota

Danebod Church



By, Curt Madsen,

The City of Tyler



By, Barb Powell, City Clerk



462 SE 12th Street
PO Box 249
Madison, SD 57042
(800) 520-4746

Dear City Administrator and/or Electric Superintendent:

I would like to take this opportunity to thank you again for being a valued customer of Heartland Consumers Power District. In this time of expanding governmental regulation, we want to ensure Heartland is doing everything we can to keep our customers safe, reliable and competitive. In that regard, we are asking for your assistance in moving both of our organizations forward in the area of sales and purchases from qualifying facilities within your electric territory.

The Federal Energy Regulatory Commission (FERC) implemented regulations requiring utilities to buy and sell power from renewable energy projects through an act entitled the Public Utility Regulatory Policies Act of 1978 (PURPA). PURPA was enacted to encourage co-generation and small power production in hopes of expanding renewable energy. PURPA essentially requires an organization like yours to buy energy from and sell energy to the facilities just mentioned. Due to your size and current economic conditions, Heartland knows that can be challenging and is making strides to help.

In response to concerns about the financial hardship implementation can have on a small municipal utility and with renewable energy rapidly expanding in our customer area, Heartland would like to help our customers. We feel Heartland is in a better position to shoulder the responsibilities, both financial and otherwise, than those of you selling energy to your constituents on a day-to-day basis. As such, Heartland is taking affirmative steps to file a Motion for Waiver with FERC to allow us to purchase power directly from any qualifying facility operating within your territory.

Heartland's Motion for Waiver asks two things. First, it asks that Heartland be allowed to purchase power directly from any qualifying facility that generates the energy. Since Heartland provides your supplemental power requirements, we feel we are better situated to evaluate and acquire bulk power purchases from a qualifying facility. Hopefully, if the situation arises in your territory, this would save you administrative hassle and money. Second, since you operate your own facilities, the Motion for Waiver requests that you have the obligation to provide interconnection with a qualifying facility and sell energy to that facility as the opportunity arises at retail. We believe you may already shoulder this legal responsibility, but we want to clearly lay out that arrangement in our filing to FERC. Heartland will always work with you on planning of the second point.

In order to accomplish this, we need you to implement the Interconnection Policy we have included with this letter. This policy includes an application for interconnection. If you don't have an application in your ordinances or electric code now, this needs to be included with the policy. This policy then needs to be adopted into your electric code or duly authorized in your official ordinances. It is extremely important that this is done. Without it we cannot get our Motion approved by FERC. Please check with your legal counsel on proper implementation of this policy into your ordinances or electric code or contact Heartland and we will help.



432 SE 12th Street
PO Box 248
Madison, SD 57042
(800) 520-4746

Heartland understands this is a lot to consider. Our Customer Relations Manager, Steve Moses (605-256-6536; email smoses@hcopd.com), will be following up with you in the very near future to answer any questions you might have and to check on your progress. He will also be contacting you in the very near future, or perhaps already has, to inquire as to whether you have any qualifying facilities or potential qualifying facilities in your electric territory. We need that information to properly provide notice to everyone who deserves it.

Again, thank you for being a good partner with Heartland. Everyone here appreciates having you as a customer. I have included a courtesy copy of our Motion for your review as well as a copy of Heartland's recently updated Interconnection of Co-Generation and Small Power Production Facilities policy, along with the minutes of our July board of directors meeting where this policy was approved. The Motion will be filed in 30 to 60 days. Also, don't hesitate to call with any questions. We stand ready to attempt to help. Thanks in advance.

Sincerely,

Russell Olson, CEO
Heartland Consumers Power District

eCharging – An Overview

What is eCharging?

eCharging is made up for four components for the electronic processing of citations, criminal complaints, incident referrals, and DWI administrative forms.

- eCitation - Allows law enforcement to electronically send citations to their record management system (RMS) via a ticket writer and then submit those same citations from their RMS to Courts via the eCharging system. This reduces the dependence on writing paper tickets and eliminates the need for rekeying citation information into the RMS.
- eComplaints - Allows prosecutors to electronically process summons and warrants, either through MCAPS or the eCharging User Interface (UI), from the prosecutor's office to the law enforcement agency for review and approval before electronically signing (using biometrics) the complaint and submitting it electronically to Courts for review/approval/signature by the judge. Along the way, the complaint can be rejected either by law enforcement or the judge. If that happens, all of the previous electronic signatures are stripped off and the complaint is sent back to the prosecutor with a reason for rejection. The prosecutor's office can then go in and make whatever corrections are needed and resubmit the complaint back through eCharging. Once a complaint has made its way through eCharging and has gotten all of the required reviews and signatures, the court staff publishes the complaint to MNCIS and receives the case number that is then affixed to the complaint in eCharging. Court staff can then go into the complaint and enter the court date information and finalize the complaint. This speeds up the process time for complaints and eliminates the need for law enforcement to travel to the prosecutor's office for dropping off and picking up complaints as they make their way to courts. The officer can sign the complaint without ever leaving their desk. One captain at a PD where we deployed this component said he couldn't even get out to his car [if he had to hand deliver the paperwork] in the time it took him to sign the complaint in eCharging. eCharging is completely integrated with MCAPS so cases can be submitted directly to eCharging. For those prosecutor offices that do not currently use a case management system, eCharging provides a user interface that allows for the electronic submission of criminal complaints using the court-approved complaint format.
- eReferral - Allows law enforcement records clerks to refer Incidents from their RMS to the prosecutor's office for the creation of a criminal complaint. The incidents are submitted to eCharging and MCAPS retrieves the incidents where the prosecutor's office can decide whether or not to charge the defendant, refer the case to another prosecuting agency, or drop the charges. If the charging decision is to charge the defendant, the formal complaint is created in MCAPS and submitted to eCharging for processing (as described in eComplaints). This option is only available to MCAPS users at this time.
- DWI Administrative Forms - this is the only independent component of eCharging; meaning that law enforcement can use this component without the participation of the county attorney's office and Courts. This component allows law enforcement officers to electronically submit the required DWI paperwork to the State through eCharging. This component includes a wizard that identifies for the officer what forms are required for a particular DWI stop. The subject and stop information is entered once and eCharging populates all the forms with that information. This is the big time-savings for law enforcement in that today they have to enter the same information (subject's name, date of birth, address, stop location, etc.) multiple times. This eliminates that need. eCharging also allows an officer to start the forms, save them, and then go back to complete them later - or have a records clerk prepare the forms. Functionality is provided for the subject to electronically sign forms such as the forfeiture forms. The officer biometrically signs the forms using his/her fingerprints (in the same way they would sign an eComplaint).

eCharging includes a full search capability of all DWI, citation, and complaint information processed within eCharging. There is also a notification service that will email an individual if a complaint is assigned to them for review, approval, etc. And there is a subscription service where eCharging users can subscribe to various notifications as a complaint works its way through the eCharging process.

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF TYLER, MINNESOTA ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of Tyler, Minnesota on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Tyler on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the City Attorney, Glen A. Petersen or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Glen A. Petersen is appointed as the Authorized Representative's designee.

3. That Mervin Peterson, the Mayor for the City of Tyler, and Robert Wolfington, the City Administrator/City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of September, 2015.

CITY OF Tyler, Minnesota

By: Mervin Peterson
Its Mayor

ATTEST: _____
By: Robert Wolfington
Its City Clerk

August 7, 2015

The Tyler City Council and Administrator Wolfington

I would like this letter to serve as my resignation notification. I have enjoyed working for the City of Tyler. I have been offered a supervision position at a different city. My last day for the City of Tyler to be September 2, 2015.

If I can help you train my successor or answer any questions to help my replacement please let me know.

Best Regards

A handwritten signature in cursive script that reads "Robert Zeug". The signature is written in black ink and is positioned to the right of the typed name.

Robert Zeug