

## **AGENDA**

1. **CALL TO ORDER** of regular meeting of the Tracy City Council at 6:30 p.m., Monday, July 11, 2016
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **APPROVAL OF THE MINUTES** for June 27, 2016
5. **APPROVAL OF THE AGENDA**
6. **PUBLIC COMMENT**
7. **PUBLIC HEARING**
8. **REPORTS**
  - A. UPDATE ON CHARTER FRANCHISE
9. **PETITIONS, REQUESTS, COMMUNICATIONS**
  - A. VARIANCE REQUEST 460 1<sup>ST</sup> STREET EAST
  - B. TEMPORARY DANCE LICENSE – TRACY AREA CHAMBER BOX CAR DAYS 3 SEPTEMBER
  - C. 120 DAY AN/OFF 3.2 MALT BEVERAGE LICENSE – TRACY AREA CHAMBER BOX CAR DAYS BEER TENT
  - D. 120 DAY AN/OFF 3.2 MALT BEVERAGE LICENSE – TRACY AREA CHAMBER BOX CAR DAYS SOFTBALL FIELDS
10. **LEGAL ISSUES**
  - A. APPOINTMENT OF ADDITIONAL ELECTION JUDGES
  - B. FORFEIT PROPERTIES
11. **RESOLUTIONS**
  - A. 2016-18 A RESOLUTION APPROVING PAYMENT TO WERNER BROS INC. FOR WORK COMPLETED ON AIRPORT LIGHTING PROJECT
12. **CONSENT CALENDAR**
  - A. MUNICIPAL ACCOUNTS PAYABLE
  - B. TRACY ECONOMIC DEVELOPMENT AUTHORITY MINUTES FOR JUNE 15, 2016
13. **UNFINISHED BUSINESS**
  - A. TELEVISIONING EQUIPMENT
14. **NEW BUSINESS**
  - A. GERONIMO ENERGY SOLAR GARDEN PROPOSAL FOR FRONT STREET PROPERTY
15. **MAYOR AND COUNCIL COMMUNICATIONS**

**June 27, 2016**

The regular meeting of the Tracy City Council was called to order at 6:30 p.m., Monday, June 27, 2016 in the Council Chambers of the Municipal Building. The following Council members were present: Mayor Ferrazzano, K. Enderson and T. Schons. Absent was Dale Johnson, Jr. P. Cooreman was present by Skype as she is in Florida. She can be reached by phone or e-mail. Also present were M. Votca, City Administrator.

Pledge of Allegiance was given to the flag.

Invocation was given by Rev. Homer Dobson.

Motion by Cooreman, seconded by Schons to approve the minutes for the meeting on June 13, 2016. All voted in favor of the motion.

An addition to the agenda included 9-A #3 – Water's Edge LLC plumbing license. Motion by Enderson, seconded by Schons to approve the agenda as amended. All voted in favor of the motion.

Andy Catania from Geronimo was present to give an update on the solar project. In the packet there is an updated lay out as things currently stand. A couple things to note that the project has a formal investor so Birtra, Hathaway Energy invested in a group of CSGs. Things are moving along and they are still targeting a fall 2016 build. Two of the development items they are working through with the City are that there is a water line that runs through the project. He has been working with Votca and S. Daniels to figure out the best way to re-route that line. GH Plumbing will also be working on the project. They are working on a road agreement to the site. Currently there is not a road that goes out to the project. The current plan is to build a dirt road to the site and they would put it where the City is currently planning a road. In the future if the City decides to pave it out to the industrial park. The City's road would take place of their road and they would ask for an access agreement during construction. Enderson asked who would be paying for the cost of moving the water line. Catania stated they would be taking care of the cost. They are working with Daniels to make sure they have approval as to exactly where the City wants the line. The map shows a picture of the property that the City owns by 4<sup>th</sup> and Front Street. They would potentially like to put a one megawatt in this location if this is something the City is interested in. Mayor Ferrazzano said it is something the City can look into. Votca stated the FFA rents it from the City at this time.

At 6:45 a public hearing was opened for public comment on the sale of city owned property located adjacent to 174 5<sup>th</sup> Street and 479 Morgan Street. There were no public comments. Mayor Ferrazzano stated this was discussed this at the last Council meeting about selling this property that the adjacent property owners have been taking care of for about 10 years. The agreement they one time with the City was for \$1.00. Mayor Ferrazzano stated that he feels they need to go along with this agreement since it has not cost the City to maintain this property. The only thing to decide is if they waive the assessments. Votca stated that talking with M. Gross, City Attorney; they don't really waive them, but would pay off. The total assessments are \$5,404.22. Mayor Ferrazzano is in favor of going through with the sale since the City told them they would and they have continued to maintain the property. Motion by Schons, seconded by Enderson to adopt Resolution No. 2016-15 A Resolution Approving Sale of Property Located Adjacent to 174 5<sup>th</sup> Street for the amount of \$1.00 and closing costs and fees. All voted in favor of the motion.

S. Lau, Liquor Store Manager reported that on July 2 she will be offering samples of wine and beer in off sale. The Liquor Store will be open on July 4 from 9 a.m. to 3 p.m. She said the roof is still leaking. Votca stated the contractor will be coming tomorrow to look at all the project and give a time line as to what the plan will be.

V. Quist, Head Librarian reported they are in the middle of their summer reading program and have about 60 kids signed up right now. There is story time every Tuesday morning and will continue through the middle of August. On July 11, Margot McCreary will be coming to do a puppet show. This will be held at the City Park. August 4 they will be doing a Hoop Dance

program. This will also be done at Central Park due to space. These programs are made possible by grants through MN Arts and Cultural Humanities Fund program. On July 23 at 1 p.m. the library will host a program on How to Organize Your Family History. This is another grant program. Quist met with Marshall-Lyon County Library Director Michele Leininger last week and discussed ways all the libraries in the County can work together to provide better service for all the patrons. They will be going to Minneota in a couple weeks and meet with their director also. The hope is that together, they will be able to be on the cutting edge in the library services that we offer. One exciting way that can be working together is that digital content services available previously for only Marshall-Lyon County patrons are not available county-wide. Recently Marshall-Lyon generously offered to include Tracy and Minneota patrons on two of their digital content contracts – OneClick Digital and Mango Languages. OneClick Digital offers a wide selection of audiobooks. Mango offers language learning courses, including French, English, Spanish, Russian, and German. Both of these services have apps that you can download on your smartphone or tablet. Quist learned last week that Tracy Library is on their contract for Hoopla digital that is one of the digital services that they were looking at with Plum Creek. You can check out movies, TV shows and music.

Police Chief J. Lichty asked if the Council had any questions regarding the activity report. He said the nuisance ordinance will be re-done tomorrow and citations will be issued for the first set of warnings and go from there.

S. Daniels, Public Works Director presented his report. Jetting has been the main thing yet. This week they are going to work a little harder at mowing to get it looking good for the 4<sup>th</sup> of July weekend. The Greenwood Park has been seeded and they will be getting benches and a garbage can installed in the near future. The contractors have been in town to do clean-up work and re-seeding of grass.

M. Votca, City Administrator the pool opened on 4 June 2016. He shared the early season revenue numbers. In 2015 they sold \$14,100 in season passes and are at \$13,700 in 2016 so far. The flooring and dividing wall have been removed from the VMC. They have been doing painting and the acoustical panels will arrive soon and will be installed. The crew has installed the electric winches to raise and lower the baskets plus the safety straps. The flooring portion of the project is slightly delayed due to the uneven portions of the floor requiring grinding and the addition of the door project. The new bleachers will be the last project and should be installed prior to Labor Day.

The park equipment for Greentown Park was installed on Friday June 17. He extended thanks to Barb Johnson and Tam Schons for volunteering their time to help on the project. Also thanks to the street department for putting in extra hours to get the project done properly.

Votca stated that he has an appointment tomorrow to go through with KRI to do the walk-through and after that it will be determined when the projects will begin and the timeline associated with it. On the street project the contractor still needs to work on the grass, clean up in a few places and striping of the road.

Votca stated the EDA has started discussions with Sanford Health System to continue the lease arrangement at O'Brien Court. Sanford has indicated that it would like to continue leasing and operating O'Brien Court. They need to do some adjustments to the agreement.

Votca stated that there are a lot of board vacancies and he provided a list in the packet. There are three seats up for election 2016. The filing period for these positions is from 2 August to 16 August. The filing fee is \$2.00 and forms to file can be found in his office during the filing period. The State Primary will be held on 9 August. The Federal Election is held on 8 November.

Bruce "Freddy" Rykhus completed his last day of work on 21 June. He will be on vacation until 1 September. Votca has hired Lydell Sik as his replacement and he started work on 20 June.

Mayor Ferrazzano questioned if they needed to explore paying people to be on these boards, like \$20 per meeting. We should not have to but he feels it is not good having these boards with all these vacancies. Cooreman asked if they still have the Hospital Board even though they don't

own the hospital. Mayor Ferrazzano stated that they do need the Hospital Board. Votca stated it is an advisory board to Sanford now. Mayor Ferrazzano is not in favor and does not feel they should have a per diem for people to come to a meeting. It can be discussed with next year's budget.

Motion by Schons, seconded by Cooreman to approve a permit Off Sale 3.2 Malt Beverage for Tracy Eagles and Casey's General Store contingent on payment of fees and submission of paperwork. All voted in favor.

Motion by Enderson, seconded by Cooreman to approve a permit for On Sale Malt Beverage for Tracy Eagles and Tracy Lanes contingent on payment of fees and submission of paperwork. All voted in favor of the motion.

Motion by Schons, seconded by Enderson to approve a plumbing license to Water's Edge Plumbing contingent on payment of fees and submission of paperwork. All voted in favor of the motion.

A request was received from the Tracy Area Chamber of Commerce for a "Barrow of Booze" raffles during Box Car Days to raise money for next year Box Car Days. They are asking if they can get a discount from the Liquor Store on the purchases for the "Barrow of Booze". They will get the permit from the State of MN. Votca will discuss this with S. Lau.

A request was received from the Tracy Area Chamber of Commerce for a car show on July 16<sup>th</sup>. They would like to host this event at Central Park in Tracy. They are not asking for streets to be closed at this time, however if it rains leading up to the event they may need to close a couple of streets around the park to have cars parked on the street and not on the grass to prevent damage to the grass. This was approved by all Council members.

Next was Resolution No. 2016016 Granting Charter Communications, Inc. a Franchise Extension Through December 31, 2016. Mayor Ferrazzano stated that looking through this resolution this is about the fifth time they have granted an extension. Votca stated that he talked to the attorney that is dealing with them and he has been working on a lot of franchise agreements with them right now. He does not know what is going on in the world of cable TV, he can say as a consumer that it is changing and does not know if that is having an effect on their agreements they are trying to draft up. Votca stated they have been sending an end date each time. Mayor Ferrazzano stated that when they entered into the agreement with VAST, they know what the franchise agreement is and are not going to do anything different for Charter than VAST. Votca stated Charter has been sent an agreement that they have from VAST. Mayor Ferrazzano feels that they should not be granted another extension. The current extension expires on June 30, 2016. Schons feels that if they extend the contract for such and such a date, not the end of the year, then they are done. Mayor Ferrazzano feels there is ample time to answer the question if the City does not agree into any more extensions with them. He feels they should have an answer by the end of July. This extension can be through July 31, 2016. Motion by Schons seconded by Cooreman to modify the resolution to read in paragraph one. The resolution is hereby amended by extending the terms of the franchise from July 1, 2016 through and including July 31, 2016. All voted in favor of the motion.

Motion by Schons, seconded by Cooreman to adopt Resolution No 2016-17 A Resolution to Establish a Local Board of Appeal and Equalization pursuant to MN State 274.014, Subd. 3 Paragraph C. All voted in favor of the motion.

The Consent Calendar Consists of the Municipal Accounts Payable, Planning/zoning minutes for May 2, 2016, Aquatic Center Committee meeting minutes for April 12 and May 10, 2016, Multi-Purpose Center Board minutes for April 19 and May 17, 2016 and Tracy Economic Development Authority minutes for May 4 and May 18, 2016. Motion by Enderson, seconded by Cooreman to approve the Consent Calendar. All voted in favor of the motion.

Votca stated that he has no quotes yet for the televising equipment. He came here and looked at everything and when Votca talked to him on Thursday before he took off for the weekend, he said he had it all done except for the personnel part of it. Votca thought when he come back he would have the information in his mailbox. Votca stated that he is out of the office today but

will talk to him tomorrow when he is back in the office. Mayor Ferrazzano asked that if Votca receives any information to e-mail it out to the Council members.

A letter was received from the League of MN Cities stating they want to increase the dues by 3% for the 2017 fiscal year that runs from September 1, 2016 through August 31, 2107. Votca stated the letter is a FYI for everyone to know that is what they are doing.

Seth Schmidt, Tracy Headlight asked if there was any announcement about them closing their office. Mayor Ferrazzano stated that he read through the franchise agreement that the City entered into. It does not say they have to have a building. They have to have a place where people can pay their bill locally, which they are going to have a drop off box and to provide an opportunity to return their equipment without incurring any costs. If they have equipment to return there will be a number for patrons to call for pick up or delivery. Even if the VAST office closes, no one is going to have to drive to Marshall to deliver or pick up equipment.

Motion by Schons, seconded by Enderson to adjourn the meeting. All voted in favor of the motion.

ATTEST:

---

City Administrator

---

Mayor

8A

To: City Council  
From: Mike Votca  
Date: 07/08/16  
Re: Charter Franchise Update

---

Honorable Mayor and Council Members,

I had a discussion with our attorney representing us in the Charter Communications Franchise Renewal on 6 July, 2016. He is preparing a memorandum for the City Council that outlines our options and iterates our urgency in the franchise renewal. I will have this prepared for our City Council Meeting on 25 July.



Michael J. Votca  
City Administrator

9A

DATE: 7-1-16  
NAME: Lois Schmidt  
ADDRESS: 460 1st ST E

<i>Fees:</i>	
Variance	\$35.00
Special Use	\$60.00
Non-Conforming	\$60.00

Amount & Date Paid \$ 35.00 12/1/16

**INFORMATION REQUIRED FOR THE GRANTING OF A VARIANCE, SPECIAL USE OR NON-CONFORMING PERMIT.**

1. List any special circumstances or conditions affecting the land, building or use referred to in the application.

the house itself is right at the  
set back for the front of the property

2. Explain how the granting of this permit is necessary for the preservation and enjoyment of your substantial property rights.

by granting this permit we will be able  
to improve the front entry area of the  
property

3. Explain how the granting of this permit will not materially affect adversely the health or safety of persons residing or working in the neighborhood of your property and that it will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood.

this improvement has no ill affects  
to the property, or neighbors or public  
in fact it will enhance the look  
of the property

**NOTE: A sketch of your proposed construction is required before your permit will be considered.**

House

Garage

posts & railing  
w/spindles

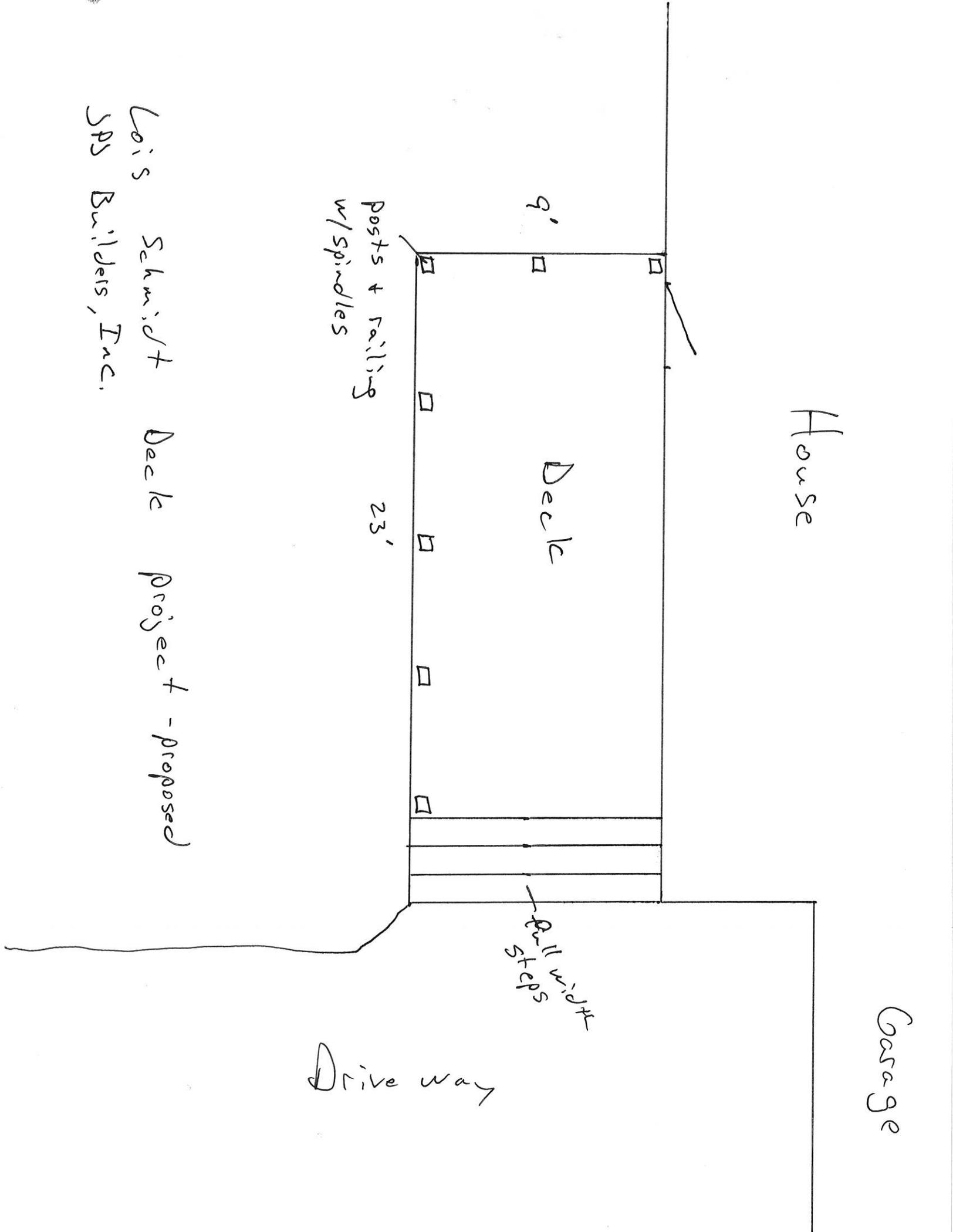
23'

Deck

full width  
steps

Drive way

Lois Schmidt Deck Project - proposed  
SPS Builders, Inc.



9B

PLEASE SIGN, DATE AND RETURN WITH FEES

2016 LICENSE APPLICATION

DECEMBER 31<sup>st</sup> - CITY

- CIGARETTE \$125.00
- PLUMBER \$15.00
- DANCE \$150.00

- SPLIT LIQUOR \$1,450.00
- SUNDAY LIQUOR \$200.00

MARCH 31<sup>st</sup> - STATE & CITY

- SET-UPS \$150.00
- PRIVATE BOTTLE CLUB \$150.00

JUNE 30<sup>th</sup> - CITY

- ON SALE 3.2 MALT BEVERAGE \$100.00
- OFF SALE 3.2 MALT BEVERAGE \$55.00

Street Dance  
Sat. Sept 3  
9pm - 12am

TEMPORARY LICENSE

- 120 DAY ON/OFF 3.2 MALT BEVERAGE \$25.00
- TEMPORARY DANCE \$15.00
  - CIRCUS \$25.00

STATE OF MINNESOTA  
COUNTY OF LYON

TO THE CITY COUNCIL OF THE CITY OF TRACY IN SAID COUNTY & STATE:

Box Car Days  
Tracy Area Chamber applies for a license to carry on the business of the above checked (APPLICANT)

item(s) in the City of Tracy in said county and state for a temporary license commencing on 9/3/16 and ending 9/4/16 subject to the laws of Minnesota and

the Ordinances of said City; and herewith tenders \$15.00 as the license fee therefore.

**ALL SPLIT LIQUOR AND SUNDAY LIQUOR LICENSE APPLICATIONS SHALL INCLUDE A CERTIFICATE OF YOUR DRAM SHOP INSURANCE BEFORE A LICENSE CAN BE ISSUED.**

**ALL LICENSE APPLICATIONS SHALL INCLUDE A MINNESOTA WORKERS' COMPENSATION CERTIFICATE OF COMPLIANCE.**

[Signature]  
(SIGNATURE OF APPLICANT)

DATE: 7-6-16

**- CERTIFICATION OF COMPLIANCE -  
MINNESOTA WORKERS' COMPENSATION LAW**

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files. This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: RTW  
(NOT the insurance agent)

Policy Number: MNAR-0000011262-12

Date of Coverages: 3-16-16 to 3-16-17

I am not required to have workers' compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Tracy Area Chamber of Commerce  
(last, first, middle)

Doing Business As: \_\_\_\_\_  
(business name if different than your name)

Business Address: 372 Morgan St.

City, State, Zip: Tracy MN 56175 Phone: (507) 629-4021

Signature: [Signature] Date: 7-6-16

9c

PLEASE SIGN, DATE AND RETURN WITH FEES

2016 LICENSE APPLICATION

DECEMBER 31<sup>st</sup> - CITY

- CIGARETTE \$125.00
- PLUMBER \$15.00
- DANCE \$150.00
- SPLIT LIQUOR \$1,450.00
- SUNDAY LIQUOR \$200.00

MARCH 31<sup>st</sup> - STATE & CITY

- SET-UPS \$150.00
- PRIVATE BOTTLE CLUB \$150.00

JUNE 30<sup>th</sup> - CITY

- ON SALE 3.2 MALT BEVERAGE \$100.00
- OFF SALE 3.2 MALT BEVERAGE \$55.00

Box Car Days  
Beer Tent

TEMPORARY LICENSE

- 120 DAY ON/OFF 3.2 MALT BEVERAGE \$25.00
- TEMPORARY DANCE \$15.00
- CIRCUS \$25.00

STATE OF MINNESOTA  
COUNTY OF LYON

TO THE CITY COUNCIL OF THE CITY OF TRACY IN SAID COUNTY & STATE:

Box Car Days  
Tracy Area Chamber applies for a license to carry on the business of the above checked (APPLICANT)

item(s) in the City of Tracy in said county and state for a temporary license commencing on 9-2-16 and ending 9-5-16 subject to the laws of Minnesota and

the Ordinances of said City; and herewith tenders \$25.00 as the license fee therefore. ALL SPLIT LIQUOR AND SUNDAY LIQUOR LICENSE APPLICATIONS SHALL INCLUDE A CERTIFICATE OF YOUR DRAM SHOP INSURANCE BEFORE A LICENSE CAN BE ISSUED.

ALL LICENSE APPLICATIONS SHALL INCLUDE A MINNESOTA WORKERS' COMPENSATION CERTIFICATE OF COMPLIANCE.

[Signature]  
(SIGNATURE OF APPLICANT)

DATE: 7-6-16

**- CERTIFICATION OF COMPLIANCE -  
MINNESOTA WORKERS' COMPENSATION LAW**

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files. This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: RTW  
(NOT the insurance agent)

Policy Number: MNAR-0000011262-12

Date of Coverages: 3-16-16 to 3-16-17

I am not required to have workers' compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Tracy Area Chamber of Commerce  
(last, first, middle)

Doing Business As: \_\_\_\_\_  
(business name if different than your name)

Business Address: 372 Morgan St.

City, State, Zip: Tracy MN 56175 Phone: (507) 629-4021

Signature: [Handwritten Signature] Date: 7-6-16

9D

PLEASE SIGN, DATE AND RETURN WITH FEES

2016 LICENSE APPLICATION

DECEMBER 31<sup>st</sup> - CITY

- CIGARETTE \$125.00
- PLUMBER \$15.00
- DANCE \$150.00
- SPLIT LIQUOR \$1,450.00
- SUNDAY LIQUOR \$200.00

MARCH 31<sup>st</sup> - STATE & CITY

- SET-UPS \$150.00
- PRIVATE BOTTLE CLUB \$150.00

JUNE 30<sup>th</sup> - CITY

- ON SALE 3.2 MALT BEVERAGE \$100.00
- OFF SALE 3.2 MALT BEVERAGE \$55.00

Box Car Days  
Softball fields

TEMPORARY LICENSE

- 120 DAY ON/OFF 3.2 MALT BEVERAGE \$25.00
- TEMPORARY DANCE \$15.00
- CIRCUS \$25.00

STATE OF MINNESOTA  
COUNTY OF LYON

TO THE CITY COUNCIL OF THE CITY OF TRACY IN SAID COUNTY & STATE:

Box Car Days  
Tracy Area Chamber applies for a license to carry on the business of the above checked (APPLICANT)

item(s) in the City of Tracy in said county and state for a temporary license commencing on 9-3-16 and ending 9-4-16 subject to the laws of Minnesota and

the Ordinances of said City; and herewith tenders \$25.00 as the license fee therefore.

**ALL SPLIT LIQUOR AND SUNDAY LIQUOR LICENSE APPLICATIONS SHALL INCLUDE A CERTIFICATE OF YOUR DRAM SHOP INSURANCE BEFORE A LICENSE CAN BE ISSUED.**

**ALL LICENSE APPLICATIONS SHALL INCLUDE A MINNESOTA WORKERS' COMPENSATION CERTIFICATE OF COMPLIANCE.**

[Signature]  
(SIGNATURE OF APPLICANT)

DATE: 7-6-16

**- CERTIFICATION OF COMPLIANCE -  
MINNESOTA WORKERS' COMPENSATION LAW**

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files. This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: RTW  
(NOT the insurance agent)

Policy Number: MVAR-000011262-12

Date of Coverages: 3-16-16 to 3-16-17

I am not required to have workers' compensation liability coverage because:

- I have no employees
- I am self insured (include permit to self-insure)
- I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Tracy Area Chamber of Commerce  
(last, first, middle)

Doing Business As: \_\_\_\_\_  
(business name if different than your name)

Business Address: 372 Morgan St.

City, State, Zip: Tracy MN 56175 Phone: (507) 629-4021

Signature: [Handwritten Signature] Date: 7-6-16

**LYON COUNTY  
AUDITOR/TREASURER**

10B

E.J. MOBERG, CPA

Office email:

propertytax@co.lyon.mn.us  
auditor@co.lyon.mn.us  
elections@co.lyon.mn.us

607 WEST MAIN STREET  
MARSHALL, MN 56258

www.lyonco.org

(507) 537-6724 (Main)  
(507) 537-6091 (Fax)

June 20, 2016

Michael Votca  
City of Tracy  
336 Morgan St  
Tracy, MN 56175

Dear Mr. Votca,

Enclosed is a notice the County will publish regarding classification of non-conservation land located in your City. The parcels described in the listing have forfeited to the State of Minnesota for non-payment of property taxes.

As required under M.S. 282.01, we request that you approve the parcels for public auction or auction to adjacent owners or request a conveyance to your City for public use.

We require a certified copy of the City Council Resolution authorizing any action taken.

Special assessments that were levied before the forfeiture do not need to be certified to this office. They were cancelled at forfeiture and you retain the right to reinstate the special assessments after the parcels have been sold.

Please be advised that, if the City Council fails to respond within sixty (60) days of the date of this letter, the classification and sale will be deemed to be approved.

Please contact my office if you have any questions.

Sincerely,



E.J. Moberg  
Lyon County Auditor/Treasurer

## PUBLIC NOTICE

Notice is hereby given that Lyon County Commissioners will meet for the purpose of approving for sale and classifying tax-forfeited lands, at 10:00 AM on Tuesday, September 6<sup>th</sup>, 2016, in the Joint Law Enforcement Center basement training room, 611 West Main Street, Marshall, MN 56258.

As described in Minnesota Statute § 282.01, parcels of land becoming the property of the state in trust under law declaring the forfeiture of lands to the state for taxes must be classified by the county board as conservation or non-conservation.

At the meeting, the county board will allow any person or agency possessing pertinent information to make or submit comments and recommendations about the pending classification for the parcels listed below. In addition, representatives of governmental entities in attendance will be allowed to describe plans, ideas, or projects that may involve use or acquisition of the property by that or another governmental entity. After allowing testimony, the board may classify, reclassify or delay taking action on any parcel or parcels.

31-100048-0	Lots 4 & 5 Blk 4 Tracy Original Plat Lyon County, Minnesota
31-104115-0	Lot Three (3), Block Nineteen (19), Second Railway Addition to the City of Tracy, Lyon County, Minnesota
31-104241-0	The South half of Lot 5 and all of Lot 6, Block 31, Second Railway Addition to the City of Tracy, Lyon County, Minnesota, that portion of said Lot 5 being described as follows: Commencing at the most Southerly corner of said Lot 5 for a point of beginning, Thence Northwesterly along the lot line to the most Westerly corner of said Lot 5; Thence at right angles Northeasterly along the lot line a distance of 25 feet; thence at right angles Southeasterly a distance of 165 feet; thence Southwesterly along the lot line a distance of 25 feet to the point of beginning; excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and minerals rights, as provided by law.
31-108017-0	Lots Four (4) and Five (5), in Block Three (3), of Cowles and Davis Addition to the City of Tracy, Lyon County, Minnesota
31-122022-0	Lots One (1) and Two (2), Block Three (3) Hennings Addition, Tracy, In Lyon County, Minnesota
31-136005-0	The West 7½ feet of Lot Ten (10) and all of Lots Eleven (11) and Twelve (12) in Block Four (4) of Lichty's Third Addition to the City of Tracy, In Lyon County, Minnesota

E.J. Moberg  
Lyon County Auditor/Treasurer







# 541 Spring Street

Lyon County GeoMOOSE: x  
← C geomoose.lyonco.org/geomoose2/geomoose.html#  
Lyon County Home Page Lyon County GIS Department Page | GeoMOOSE Help

**Lyon County, MN** Interactive Mapping  
Search Parcels | Print | Sketch Tools

**Parcels**  
PARCEL\_ID: 31-108017-0  
Map / Walk  
Reports:  
Owner Name: CICHANSKI, ANTHONY A  
REDDING HEALTH  
Mail Address: 541 SPRING ST  
REDWING MN 56066  
Property Address: 541 SPRING ST  
Dedeed Acres: 0.00  
Est. Market Value: \$9,900  
Lot: Block 0 0  
Tax Lot 5 BLK 3 LOT 4  
Description: BLK 3  
Tax Information Value Information  
Assessor's E-mail

**Sections**  
Section: 23  
Township: 109  
Range: 40  
**Notice of Disclaimer:** Lyon County makes the Web information available on an "as is" basis. All warranties and representations of any kind with regard to said information is disclaimed, including the implied warranties or particular use. Lyon County does not warrant the information against deficiencies of any kind. Under no circumstances will Lyon County, or any of its officers or employees be liable for any consequential, incidental, special or exemplary damages even if such damages occur.

GeoMOOSE 2.2 Disclaimer X,Y: 557777.38716, 112059.57344 Lat, Lon: 44.2284, -95.6296 USNG: 15TTK9898300606 Scale: 1:287

8:24 AM 7/7/2016

# 200 E. Morgan Street

Lyon County GeoMOOSE: x

← G geomoose.lyonco.org/geomoose2/geomoose.html#

**Lyon County, MN Interactive Mapping**

Lyon County Home Page Lyon County GIS Department Page Geomoose Help

Search Parcels Print Sketch Tools

Townships: Cities:

**Catalog Information**  
Detailed information for the area you clicked on the map...

**Ground Coordinates**  
X: 562428.30757  
Y: 112848.813189

**Parcels**  
PARCEL ID: 31-123022-0  
Map/Walk Reports:  
Owner Name: BAPP, JAN MARIE  
Mail Address: 200 E MORGAN ST TRACY MN 56176  
Property Address: 200 MORGAN ST E  
Decedent Acres: 0.00  
Est. Market Value: \$7,900  
Lot Block: 0.3  
Tax Description: LTS 1 & 2  
[Tax Information](#) [Value Information](#)  
[Report a Problem](#)

**Sections**  
Section: 24  
Township: 109  
Range: 40

**Notice of Disclaimer:** Lyon County makes the Web Information available on an "as is" basis. All warranties and conditions are hereby disclaimed, including the implied warranties of merchantability and fitness for a particular use. Lyon County does not warrant the information against deficiencies of any kind. Under no circumstances will Lyon County, or any of its employees, be liable for any consequential, incidental, special or exemplary damages even if appraised of the likelihood of such damages occurring.

GeoMOOSE 2.2 Disclaimer X,Y: 562470.92776, 112747.24619 Lat, Lon: 44.2303, -95.6117 USNG: 15TTR9142100766 Scale: 1:287

8:25 AM 7/7/2016

# 213 Elm Street

Lyon County GeoMOOSE: X

geomoose.lyonco.org/geomoose2/geomoose.html#

**Lyon County, MN Interactive Mapping**

Lyon County Home Page | Lyon County GIS Department Page | GeoMOOSE Help

Search Parcels | Print | Sketch Tools

Townships: Cities:

**Parcel Information**  
Detailed information for the area you clicked on the map...  
Ground Coordinates  
X: 562454.418023  
Y: 114207.818645

**Parcels**  
PARCEL ID: 31-130005-0  
Map / Walk  
Reports:

Owner: HAUGEN, TROY  
Name: %JERRY PARKER  
Mail PO BOX 181  
Address: WINDOM MN 56101  
Property: 213 ELM ST  
Address: 213 ELM ST  
Decded: 0.00  
Acres: 0.00  
Est. Market Value: \$2,600

Lot, Block: 0, 0  
Tax Lots: 11 TO 12 BLK 4 & Description: WEST 7.5 FT LOT 10

**Information**  
Report a Problem  
Value Information

**Sections**  
Section: 24  
Township: 109  
Range: 40

**Notes of Disclaimers:** Lyon County makes no warranty or representation on an "as is" basis. All warranties and representations of any kind with regard to said information is disclaimed, including the implied warranties of merchantability and fitness for a particular use. Lyon County does not assume any responsibility for any deficiencies of any kind. Under no circumstances will Lyon County, or any of its officers or employees be liable for any consequential, incidental, special or exemplary damages even if appraised of the likelihood or such damages.

Scale: 1:287

GeoMOOSE 2.2 Disclaimer X,Y: 562483.74002, 114208.81964 Lat, Lon: 44.2343, -95.6117 USNG: 15TRK9143401211 Scale: 1:287

8:26 AM 7/17/2016

11A

**RESOLUTION NO 2016-18**

**A RESOLUTION APPROVING PAYMENT TO WERNER BROS INC. FOR WORK COMPLETED ON AIRPORT LIGHTING PROJECT**

**WHEREAS**, the Tracy City Council entered in to an agreement with Werner Bros Inc. in the amount of \$128,757.00 for the Airport Lighting Project, and

**WHEREAS**, A change order of (3,266.55) has changed the contract price to \$125,490.50.

**WHEREAS**, Werner Bros. Inc. has requested payment of \$125,490.50 for total work completed, and

**WHEREAS**, The City of Tracy has made previous payment of \$119,215.98

**WHEREAS**, pursuant to contract documents, the City shall retain 5% (\$6,274.53) until project is complete, and

**WHEREAS**, the project has been completed, and

**WHEREAS**, the remaining retainage to be paid is \$6,274.53.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Tracy, Minnesota to approve the payment to Werner Bros. Inc. in the amount of \$6,274.53.

**PASSED AND ADOPTED** by the Tracy City Council this 11<sup>th</sup> day of July 2016.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Administrator

**Application for Payment No. 3 - Final  
Upgrade Runway Lighting Project  
AIP 3-27-0102-008-2015**

OWNER'S PROJECT#:  
ENGINEER'S PROJECT #: 144010

CONTRACTOR: Werner Bros., Inc.  
CONTRACT FOR: Upgrade Runway Lighting Project  
CONTRACT DATE: October 12, 2015

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: June30, 2016

**STATEMENT OF WORK:**

Original Contract Amount	128,757.00	Total Amount Due	125,490.50
Net Change Orders	-3,266.50	Less Amount Retained (5%)	0.00
(thru No. 0)	0.00	Amount Due to Date	125,490.50
Current Contract Amount	125,490.50	Previous Payments Recommended	119,215.98
		<b>Amount Due This Application</b>	<b>6,274.52</b>

**CONTRACTOR'S CERTIFICATION:**

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications of Payment numbered 1 through 1 inclusive; and (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in, or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security, interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated \_\_\_\_\_, 20\_\_\_\_

Werner Bros., Inc.  
(Contractor)

By: \_\_\_\_\_

**ENGINEER'S RECOMMENDATION:**

This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_, 20\_\_\_\_

BOLLIG, INC  
(Engineer)

By: \_\_\_\_\_

<b>Pay Summary:</b>	
Pay Application No. 1	36,451.83
Pay Application No. 2	82,764.14
Pay Application No. 3	6,274.52
Total to Date	125,490.50

City of Tracy  
(Owner)

By: \_\_\_\_\_

Item	Unit	Unit Price	Contract		Work Complete - To Date		Work Complete - Prior		Work Complete - Current	
			Qty.	Amount	Qty To Date	Amount to Date	Prior Qty.	Prior Amount	Current Qty	Current Amount
#8, 5kV Cable, Installed in Duct	LF	\$ 0.80	8,200	\$ 6,560.00	8325	6,660.00	8325	6,660.00	-	-
#6, 600V Cable, Installed in Duct	LF	\$ 0.86	9,200	\$ 7,912.00	9400	8,084.00	9400	8,084.00	-	-
#6 Bare Counterpoise	LF	\$ 1.25	7,000	\$ 8,750.00	7182	8,977.50	7182	8,977.50	-	-
2-Inch Schedule 40 PVC or PE Duct, Incl. Trench	LF	\$ 3.50	7,800	\$ 27,300.00	7910	27,685.00	7910	27,685.00	-	-
2-Inch Schedule 40 PVC or PE Duct, Directional Bore	LF	\$ 13.00	300	\$ 3,900.00	355	4,615.00	355	4,615.00	-	-
General Conditions (Mobilization, Demolition)	LS	\$ 3,500.00	1	\$ 3,500.00	1	3,500.00	1	3,500.00	-	-
Medium Intensity Runway Light (MIRL)	EA	\$ 592.00	30	\$ 17,760.00	27	15,984.00	27	15,984.00	-	-
Medium Intensity Threshold Light LED (MITHL)	EA	\$ 592.00	16	\$ 9,472.00	16	9,472.00	16	9,472.00	-	-
Medium Intensity Taxiway Light (MITL)	EA	\$ 580.00	4	\$ 2,320.00	4	2,320.00	4	2,320.00	-	-
Future Displaced Threshold Light (empty base can)	EA	\$ 405.00	8	\$ 3,240.00	0	-	0	-	-	-
Handhole - per each	EA	\$ 508.00	3	\$ 1,524.00	3	1,524.00	3	1,524.00	-	-
Guidance Sign	EA	\$ 2,753.00	1	\$ 2,753.00	1	2,753.00	1	2,753.00	-	-
Constant Current Regulator, 7.5 KW (RUNWAY)	EA	\$ 9,213.00	1	\$ 9,213.00	1	9,213.00	1	9,213.00	-	-
Vault Electrical Systems and Testing	LS	\$13,000.00	1	\$ 13,000.00	1	13,000.00	1	13,000.00	-	-
Beacon	LS	\$11,553.00	1	\$ 11,553.00	1	11,553.00	1	11,553.00	-	-
<b>Additional Beacon Work - Change Order No. 1</b>	LS	\$ 150.00	1	\$ 150.00	1	150.00	1	150.00	-	-
<b>Total</b>				<b>\$ 128,907.00</b>		<b>125,490.50</b>				<b>\$0.00</b>

Item	Unit	Unit Price	Contract		Work Complete - To Date		Work Complete - Prior		Work Complete - Current		Work Over/Under Run		Percentage Difference
			Qty.	Amount	Qty To Date	Amount to Date	Prior Qty.	Prior Amount	Current Qty	Current Amount	Qty Variable	Amount Variable	
#8, 5kV Cable, Installed in Duct	LF	\$ 0.80	8,200	\$ 6,560.00	8325	6,660.00	0	-	8325	6,660.00	125	100.00	1.52%
#6, 600V Cable, Installed in Duct	LF	\$ 0.86	9,200	\$ 7,912.00	9400	8,084.00	0	-	9400	8,084.00	200	172.00	2.17%
#6 Bare Counterpoise	LF	\$ 1.25	7,000	\$ 8,750.00	7182	8,977.50	0	-	7182	8,977.50	182	227.50	2.60%
2-Inch Schedule 40 PVC or PE Duct, Incl. Trench	LF	\$ 3.50	7,800	\$ 27,300.00	7910	27,685.00	6630	23,205.00	1280	4,480.00	110	385.00	1.41%
2-Inch Schedule 40 PVC or PE Duct, Directional Bore	LF	\$ 13.00	300	\$ 3,900.00	355	4,615.00	255	3,315.00	100	1,300.00	55	715.00	18.33%
General Conditions (Mobilization, Demolition)	LS	\$ 3,500.00	1	\$ 3,500.00	1	3,500.00	0.25	875.00	0.75	2,625.00	0	0.00	0.00%
Medium Intensity Runway Light (MIRL)	EA	\$ 592.00	30	\$ 17,760.00	27	15,984.00	0	-	27	15,984.00	-3	(1,776.00)	-10.00%
Medium Intensity Threshold Light LED (MITHL)	EA	\$ 580.00	16	\$ 9,472.00	16	9,472.00	0	-	16	9,472.00	0	0.00	0.00%
Medium Intensity Taxiway Light (MITL)	EA	\$ 580.00	4	\$ 2,320.00	4	2,320.00	0	-	4	2,320.00	0	0.00	0.00%
Future Displaced Threshold Light (empty base can)	EA	\$ 405.00	8	\$ 3,240.00	0	-	0	-	0	-	-8	(3,240.00)	-100.00%
Handhole - per each	EA	\$ 508.00	3	\$ 1,524.00	3	1,524.00	0	-	3	1,524.00	0	0.00	0.00%
Guidance Sign	EA	\$ 2,753.00	1	\$ 2,753.00	1	2,753.00	0	-	1	2,753.00	0	0.00	0.00%
Constant Current Regulator, 7.5 KW (RUNWAY)	EA	\$ 9,213.00	1	\$ 9,213.00	1	9,213.00	0	-	1	9,213.00	0	0.00	0.00%
Vault Electrical Systems and Testing	LS	\$13,000.00	1	\$ 13,000.00	1	13,000.00	0	-	1	13,000.00	0	0.00	0.00%
Beacon	LS	\$11,553.00	1	\$ 11,553.00	1	11,553.00	0.95	10,975.35	0.05	577.65	0	0.00	0.00%
Additional Beacon Work - Change Order No. 1	LS	\$ 150.00	1	\$ 150.00	1	150.00	0	10,975.35	1	150.00	1	150.00	N/A
<b>Total</b>				<b>\$ 128,907.00</b>		<b>125,490.50</b>				<b>87,120.15</b>		<b>(3,266.50)</b>	

Summary	
Total Contract with Change Orders	\$ 128,907.00
Original Contract	\$ 128,757.00
Underrun Amount	(3,266.50)
Percent of Contract	-2.54%

CHANGE ORDER

No. 1

Date of Issuance: January 4, 2016 Effective Date: \_\_\_\_\_

Project: 2015 Upgrade Runway Lighting	Owner: City of Tracy, MN	Owner's Contract No.:
Contract: 2015 Upgrade Runway Lighting	Date of Contract: 10/12/15	
Contractor: Werner Bros, Inc.	Engineer's Project No.: 144010	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

A bracket and alterations to the Beacon were needed to fit the new Beacon , Overrun and Underrun of Quantities and Adjust Contract Times to accommodate for final cleanup in the Spring.

**Attachments (list documents supporting change):**

Overrun and Underrun Spreadsheet

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$128,757.00

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ N/A

Contract Price prior to this Change Order:

\$128,757.00

Decrease of this Change Order:

\$(3,266.50)

Contract Price incorporating this Change Order:

\$125,490.50

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 11/12/15

Ready for final payment (days or date): 12/12/15

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): 12/11/15

Ready for final payment (days or date): 05/22/16

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Paul J. J...

By: [Signature]

By: Dick Werner

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 1/11/16

Date: 1/11/16

Date: 1/8/2016

EJCDC

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

12A



# CITY OF TRACY

## \*Check Detail Register©

07/07/16 2:34 PM  
Page 1

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

### 10100 MINNWEST CHECKING

Paid Chk# 068117 6/23/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$650.50

Total DL AND MV-MN DEPT PUB SAFETY \$650.50

MOTOR VEHICLE 247

Paid Chk# 068118 6/23/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$54.75

Total DL AND MV-MN DEPT PUB SAFETY \$54.75

DRIVERS LICENSE 247

Paid Chk# 068119 6/24/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$2,307.91

Total DL AND MV-MN DEPT PUB SAFETY \$2,307.91

MOTOR VEHICLE 248

Paid Chk# 068120 6/24/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$45.75

Total DL AND MV-MN DEPT PUB SAFETY \$45.75

DRIVERS LICENSE 247

Paid Chk# 068121 6/27/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$4,806.31

Total DL AND MV-MN DEPT PUB SAFETY \$4,806.31

MOTOR VEHICLE #249

Paid Chk# 068122 6/27/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$81.75

Total DL AND MV-MN DEPT PUB SAFETY \$81.75

DRIVERS LICENSE #249

Paid Chk# 068123 6/28/2016 TRACY POST OFFICE

E 604-494-301 LICENSES & TAXES \$247.14

Total TRACY POST OFFICE \$247.14

WATER BILL POSTAGE

Paid Chk# 068124 6/28/2016 SOUTHWEST SANITATION, INC.

E 604-494-321 OTHER CONTRACTUAL SERVICE \$9,600.37

Total SOUTHWEST SANITATION, INC. \$9,600.37

MONTHLY REFUSE CONTRACT

Paid Chk# 068125 6/28/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$18.25

Total DL AND MV-MN DEPT PUB SAFETY \$18.25

DRIVERS LICENSE #249



# \*Check Detail Register©

CITY OF TRACY

07/07/16 2:34 PM  
Page 2

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

Paid Chk# 068126	6/28/2016	DL AND MV-MN DEPT PUB SAFETY					
E 605-495-301		LICENSES & TAXES	\$1,231.00			MOTOR VEHICLE #250	
<b>Total</b>		<b>DL AND MV-MN DEPT PUB SAFETY</b>	<b>\$1,231.00</b>				
Paid Chk# 068127	6/29/2016	TRACY POST OFFICE					
E 602-492-301		LICENSES & TAXES	\$215.00			FIRST CLASS PRESORT	
<b>Total</b>		<b>TRACY POST OFFICE</b>	<b>\$215.00</b>				
Paid Chk# 068128	6/29/2016	DL AND MV-MN DEPT PUB SAFETY					
E 605-495-301		LICENSES & TAXES	\$2,456.50			MOTOR VEHICLE #251	
<b>Total</b>		<b>DL AND MV-MN DEPT PUB SAFETY</b>	<b>\$2,456.50</b>				
Paid Chk# 068129	6/29/2016	DL AND MV-MN DEPT PUB SAFETY					
E 605-495-301		LICENSES & TAXES	\$24.50			DRIVERS LICENSE #250	
<b>Total</b>		<b>DL AND MV-MN DEPT PUB SAFETY</b>	<b>\$24.50</b>				
Paid Chk# 068130	6/30/2016	A1 JANITORIAL SUPPLY					
E 608-498-221		MAINTENANCE & REPAIR-EQUIP	\$173.11	A1S22657		POWDERED DRAIN SEWER OPENER	
<b>Total</b>		<b>A1 JANITORIAL SUPPLY</b>	<b>\$173.11</b>				
Paid Chk# 068131	6/30/2016	AQUA LOGIC INC					
E 607-451-221		MAINTENANCE & REPAIR-EQUIP	\$324.03	44986		POOL-CHLORINE SENSOR	
<b>Total</b>		<b>AQUA LOGIC INC</b>	<b>\$324.03</b>				
Paid Chk# 068132	6/30/2016	ARCTIC GLACIER					
E 601-491-907		LIQUOR-STORE SUPPLIES	\$47.44	1949617712		LQ STORE ICE	
E 601-491-907		LIQUOR-STORE SUPPLIES	\$77.54	1949618018		LQ STORE ICE	
<b>Total</b>		<b>ARCTIC GLACIER</b>	<b>\$124.98</b>				
Paid Chk# 068133	6/30/2016	BC HANDY MAN SERVICES					
E 101-425-301		LICENSES & TAXES	\$39.50			REFUND BUILDING PERMIT FOR 901 CRAIG AVE	
<b>Total</b>		<b>BC HANDY MAN SERVICES</b>	<b>\$39.50</b>				
Paid Chk# 068134	6/30/2016	BEVERAGE WHOLESALERS, INC.					
E 601-491-903		BEER PURCHASES	\$4,667.00	607341		LQ STORE BEER	
E 601-491-903		BEER PURCHASES	\$5,649.68	722109		LQ STORE BEER	



**\*Check Detail Register©**

CITY OF TRACY

07/07/16 2:34 PM  
Page 3

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

**Total BEVERAGE WHOLESALERS, INC. \$10,316.68**

Paid Chk# 068135 6/30/2016 **BREAKTHRU BEVERAGE MN WINE**

E 601-491-902 LIQUOR PURCHASES

\$1,052.84 1080489074

LQ STORE LIQUOR

E 601-491-901 FREIGHT ON LIQUOR & BEER

\$15.72 1080489074

LQ STORE FREIGHT

**Total BREAKTHRU BEVERAGE MN WINE \$1,068.56**

Paid Chk# 068136 6/30/2016 **CENTURYLINK**

E 101-462-231 COMMUNICATIONS-TELEPHONE

\$30.51 6298290

AIRPORT COMMUNICATIONS

**Total CENTURYLINK \$30.51**

Paid Chk# 068137 6/30/2016 **DOLL DISTRIBUTING, LLC**

E 601-491-903 BEER PURCHASES

\$7,168.25 628784

LQ STORE BEER

**Total DOLL DISTRIBUTING, LLC \$7,168.25**

Paid Chk# 068138 6/30/2016 **FLOORING CONCEPTS, INC.**

E 411-417-222 MAINTENANCE & REPAIR-BUILD

\$1,441.75 288

NEW CARPET AT 420 ORCHARD LANE

**Total FLOORING CONCEPTS, INC. \$1,441.75**

Paid Chk# 068139 6/30/2016 **G & K SERVICES**

E 101-441-321 OTHER CONTRACTUAL SERVICE

\$62.11 1007510010

LIBRARY MAT CLEANING SERVICE

**Total G & K SERVICES \$62.11**

Paid Chk# 068140 6/30/2016 **G & R APPLIANCE, INC**

E 201-471-221 MAINTENANCE & REPAIR-EQUIP

\$19.82 2904

MULTIPURPOSE CENTER-NEW CORD ON VACUUM  
CLEANER

**Total G & R APPLIANCE, INC \$19.82**

Paid Chk# 068141 6/30/2016 **GALL S INC.**

E 101-424-125 UNIFORM ALLOWANCE

\$136.00 005551284

FIRE DEPT BADGE

E 101-424-125 UNIFORM ALLOWANCE

\$137.93 005553485

FIRE DEPT UNIFORM, NAME PLATES/FLAGS

**Total GALL S INC. \$273.93**

Paid Chk# 068142 6/30/2016 **HAWKINS WATER TREATMENT**

E 607-451-224 MAINTENANCE-CHEMICALS

\$4,914.21 3904453 RI

POOL CHEMICALS

**Total HAWKINS WATER TREATMENT \$4,914.21**

Paid Chk# 068143 6/30/2016 **JOHNSON BROTHERS LIQUOR CO.**



# \*Check Detail Register©

CITY OF TRACY

07/07/16 2:34 PM  
Page 4

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

E 601-491-902	LIQUOR PURCHASES	\$421.00	5473189	LQ STORE LIQUOR
E 601-491-904	MIX PURCHASES	\$29.75	5473189	LQ STORE MIX SUPPLIESQ
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$12.72	5473189	LQ STORE FREIGHT
E 601-491-902	LIQUOR PURCHASES	(\$80.09)	577068	LQ STORE LIQUOR CREDIT
E 601-491-902	LIQUOR PURCHASES	(\$103.09)	577947	LQ STORE LIQUOR CREDIT
<b>Total JOHNSON BROTHERS LIQUOR CO.</b>		\$280.29		

<b>Paid Chk# 068144 6/30/2016 LOCATORS &amp; SUPPLIES, INC.</b>				
E 101-431-223	MAINTENANCE & REPAIR-OTHER	(\$29.98)	0222493-CM	CREDIT
E 602-492-223	MAINTENANCE & REPAIR-OTHER	\$333.46	0243038-IN	WATER PLANT HOIST
<b>Total LOCATORS &amp; SUPPLIES, INC.</b>		\$303.48		

<b>Paid Chk# 068145 6/30/2016 MIDWEST SUPPLY CO.</b>				
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$39.04	228033	PARK BATHROOM CLEANING SUPPLIES
E 101-424-222	MAINTENANCE & REPAIR-BUILD	\$57.46	229458	FIRE DEPT NUTS/BOLTS/SCREWS
E 607-451-221	MAINTENANCE & REPAIR-EQUIP	\$24.51	229560	POOL FITTINGS/CLEANER
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$7.60	229570	SHOP TOOL-AIR NOZZLE
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$16.15	229574	SHOP TOOL-AIR NOZZLE
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$7.25	229575	SHOP TOOL-AIR FITTINGS
E 101-431-223	MAINTENANCE & REPAIR-OTHER	(\$5.50)	229576	SHOP TOOL-COUPLER RETURN
E 203-461-223	MAINTENANCE & REPAIR-OTHER	\$12.99	229625	SHOP TOWELS
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$2.49	229632	955 REPAIR-STRAP-FUEL TANK
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$45.40	229670	VMC-PAINT/BRUSHES
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$3.49	229881	VMC PAINT CAN STORE LID
E 101-441-222	MAINTENANCE & REPAIR-BUILD	\$6.80	229881	LIBRARY LEATHER CONDITIONER
<b>Total MIDWEST SUPPLY CO.</b>		\$217.68		

<b>Paid Chk# 068146 6/30/2016 MINNWEST BANK</b>				
E 405-417-602	INTEREST PAYMENTS	\$161.36		EDA-EASTVIEW LOAN PAYMENT
E 405-417-601	LOANS REPAYD-PRINCIPAL	\$1,990.99		EDA-EASTVIEW LOAN PAYMENT
<b>Total MINNWEST BANK</b>		\$2,152.35		

<b>Paid Chk# 068147 6/30/2016 OLD DUTCH FOODS INC</b>				
E 601-491-909	LIQUOR-PACKAGED FOOD RESA	\$15.40	27712930	LQ STORE FOOD FOR RESALE
<b>Total OLD DUTCH FOODS INC</b>		\$15.40		

Paid Chk# 068148 6/30/2016 PHILLIPS WINE & SPIRITS



CITY OF TRACY

07/07/16 2:34 PM  
Page 5

**\*Check Detail Register©**

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

E 601-491-901 FREIGHT ON LIQUOR & BEER \$32.72 2997947 LQ STORE FREIGHT  
 E 601-491-902 LIQUOR PURCHASES \$2,037.55 2997947 LQ STORE LIQUOR  
**Total PHILLIPS WINE & SPIRITS \$2,070.27**

Paid Chk# 068149 6/30/2016 SAHLSTROMS HTG & PLMB, INC.  
 E 602-492-321 OTHER CONTRACTUAL SERVICE \$936.25 18499 CURBSTOP REPAIR SENT IN ERROR  
**Total SAHLSTROMS HTG & PLMB, INC. \$936.25**

Paid Chk# 068150 6/30/2016 SOUTHERN WINE & SPIRITS OF MN  
 E 601-491-902 LIQUOR PURCHASES \$1,055.07 1422830 LQ STORE LIQUOR  
 E 601-491-901 FREIGHT ON LIQUOR & BEER \$18.65 1422830 LQ STORE FREIGHT  
**Total SOUTHERN WINE & SPIRITS OF MN \$1,073.72**

Paid Chk# 068151 6/30/2016 STREICHERS  
 E 101-421-125 UNIFORM ALLOWANCE \$129.98 11214851 A HANSON UNIFORM ALLOWANCE  
**Total STREICHERS \$129.98**

Paid Chk# 068152 6/30/2016 TRACY ACE HOME CENTER  
 E 101-421-201 OFFICE SUPPLIES \$17.99 B8695 PD SUPPLIES  
**Total TRACY ACE HOME CENTER \$17.99**

Paid Chk# 068153 6/30/2016 TRACY AUTO BATH  
 E 101-421-221 MAINTENANCE & REPAIR-EQUIP \$100.00 20160005 PD CAR WASH TOKENS  
**Total TRACY AUTO BATH \$100.00**

Paid Chk# 068154 6/30/2016 TRACY AUTO VALUE  
 E 101-431-221 MAINTENANCE & REPAIR-EQUIP \$2.99 35064288 WEED EATER SPARK PLUGS  
 E 203-461-221 MAINTENANCE & REPAIR-EQUIP \$2.99 35064288 WEED EATER SPARK PLUGS  
 E 602-492-221 MAINTENANCE & REPAIR-EQUIP \$2.99 35064288 WEED EATER SPARK PLUGS  
**Total TRACY AUTO VALUE \$8.97**

Paid Chk# 068155 6/30/2016 TRACY FOOD PRIDE  
 E 607-451-222 MAINTENANCE & REPAIR-BUILD \$15.98 5529/4 AQ TOILET PAPER  
 E 201-471-905 RESALE PURCHASES \$26.89 5529/86 MULTIPURPOSE CTR FOOD FOR RESALE  
**Total TRACY FOOD PRIDE \$42.87**

Paid Chk# 068156 6/30/2016 TRACY PUBLISHING CO.



# \*Check Detail Register©

CITY OF TRACY

07/07/16 2:34 PM  
Page 6

JUNE 2016 to JUL Y 2016

Check Amt	Invoice	Comment
\$85.90	90700	STAMPERS
\$85.90		

E 605-495-201	OFFICE SUPPLIES		
<b>Total</b>	<b>TRACY PUBLISHING CO.</b>		
E 407-417-602	INTEREST PAYMENTS	\$7,671.25	296928
<b>Total</b>	<b>U.S. BANK TRUST N.A.</b>	\$7,671.25	

E 201-471-905	RESALE PURCHASES	\$23.30	1220550	MULTIPURPOSE CTR COFFEE
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$3.00	1220552	LQ STORE FREIGHT
E 601-491-906	CIGARETTES	\$397.15	1220552	LQ STORE CIGARETTES
E 601-491-907	LIQUOR-STORE SUPPLIES	\$56.38	1220552	LQ STORE SUPPLIES
E 601-491-909	LIQUOR-PACKAGED FOOD RESA	\$34.75	1220552	LQ STORE FOOD FOR RESALE
E 607-451-905	RESALE PURCHASES	\$296.94	1220554	AQ CONCESSIONS
<b>Total</b>	<b>VARIETY FOODS LLC</b>	\$811.52		

E 601-491-904	MIX PURCHASES	\$253.50	1746122	LQ STORE POP
<b>Total</b>	<b>VIKING COCA - COLA BOTTLING</b>	\$253.50		
E 101-421-321	OTHER CONTRACTUAL SERVICE	\$40.00		ASSIST PD WITH CIGARETTE COMPLIANCE
<b>Total</b>	<b>NEGEN,MALOY</b>	\$40.00		

E 605-495-301	LICENSES & TAXES	\$85.25		DRIVERS LICENSE 251
<b>Total</b>	<b>DL AND MV-MN DEPT PUB SAFETY</b>	\$85.25		
E 605-495-301	LICENSES & TAXES	\$1,727.00		MOTOR VEHICLE 252
<b>Total</b>	<b>DL AND MV-MN DEPT PUB SAFETY</b>	\$1,727.00		

G 101-21713	AFLAC ACCIDENT WITHHOLDING	\$82.31		EMPLOYEE CHECK WITHHOLDING
G 101-21715	AFLAC STD WITHHOLDING	\$26.33		EMPLOYEE CHECK WITHHOLDING
G 101-21712	AFLAC CANCER WITHHOLDING	\$69.16		EMPLOYEE CHECK WITHHOLDING



# CITY OF TRACY

## \*Check Detail Register©

07/07/16 2:34 PM  
Page 7

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

Total AFLAC \$177.80

Paid Chk# 068164 7/1/2016 AFSCME

G 101-21723 AFSCME UNION WITHHOLDING

Total AFSCME \$306.77

EMPLOYEE UNION DUES

Paid Chk# 068165 7/1/2016 BLUE CROSS BLUE SHIELD OF MN

G 101-21718 HEALTH INS PRETAX W/H

Total BLUE CROSS BLUE SHIELD OF MN \$82.00

EMPLOYEE CHECK WITHHOLDING

Paid Chk# 068166 7/1/2016 CITY OF TRACY UNIFORM ALLOWANC

G 101-21720 UNIFORM WITHHOLDING

Total CITY OF TRACY UNIFORM ALLOWANC \$393.84

EMPLOYEEE UNIFORM ALLOWANCE

Paid Chk# 068167 7/1/2016 CITY OF TRACY-MAIN

G 101-21722 WS/LFG/CPR WITHHOLDING

Total CITY OF TRACY-MAIN \$586.25

EMPLOYEE CHECK WITHHOLDING

Paid Chk# 068168 7/1/2016 LEELS

G 101-21724 LEELS UNION WITHHOLDING

Total LEELS \$63.03

POLICE UNION DUES

Paid Chk# 068169 7/1/2016 NCPERS

G 101-21711 NCPERS WITHHOLDING

Total NCPERS \$96.00

EMPLOYEE CHECK WITHHOLDING

Paid Chk# 068170 7/1/2016 USABEL LIFE

G 101-21716 LIFE INS PRETAX WITHHOLDING

Total USABEL LIFE \$50.82

LICHTY, APRIL LEIGH

RYKHUS, BRUCE

SCHULTZ, ALLEN JEFFERY

HINZ, LUANN JOAN

LAU, SANDRA R.

FASTENAU, ROCHELLE, M

BURCH, KIMBERLY JO

Paid Chk# 068171 7/1/2016 EDWARDS, DOUG



CITY OF TRACY

07/07/16 2:34 PM  
Page 8

**\*Check Detail Register©**

JUNE 2016 to JULY 2016

Check Amt	Invoice	Comment
E 411-417-321	OTHER CONTRACTUAL SERVICE	ORCHARD LANE APT SNOW/MOWING CONTRACT
\$375.00		
E 407-417-321	OTHER CONTRACTUAL SERVICE	5TH ST APT SNOW/MOWING CONTRACT
\$125.00		
E 405-417-321	OTHER CONTRACTUAL SERVICE	EASTVIEW APT SNOW/MOWING CONTRACT
\$150.00		
<b>Total EDWARDS, DOUG</b>		
<b>\$650.00</b>		
<hr/>		
Paid Chk# 068172	7/1/2016	EDWARDS, JOHN
E 407-417-321	OTHER CONTRACTUAL SERVICE	5TH ST APT SNOW/MOWING CONTRACT
\$125.00		
E 405-417-321	OTHER CONTRACTUAL SERVICE	EASTVIEW APT SNOW/MOWING CONTRACT
\$150.00		
E 411-417-321	OTHER CONTRACTUAL SERVICE	ORCHARD LANE APT SNOW/MOWING CONTRACT
\$375.00		
<b>Total EDWARDS, JOHN</b>		
<b>\$650.00</b>		
<hr/>		
Paid Chk# 068173	7/1/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	MOTOR VEHICLE #001
\$5,195.13		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$5,195.13</b>		
<hr/>		
Paid Chk# 068174	7/1/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	DRIVERS LICENSE #001
\$59.25		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$59.25</b>		
<hr/>		
Paid Chk# 068175	7/5/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	DRIVERS LICENSE 002
\$124.00		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$124.00</b>		
<hr/>		
Paid Chk# 068176	7/5/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	MOTOR VEHICLE 002
\$6,282.65		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$6,282.65</b>		
<hr/>		
Paid Chk# 068177	7/6/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	DRIVERS LICENSE 003
\$154.50		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$154.50</b>		
<hr/>		
Paid Chk# 068178	7/6/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES	MOTOR VEHICLE 003
\$3,356.75		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$3,356.75</b>		
<hr/>		
Paid Chk# 068179	7/7/2016	AMERIPRIDE LINEN & APPAREL INC
E 601-491-321	OTHER CONTRACTUAL SERVICE	LQ STORE TOWEL & RUG SERVICE
\$112.29		
<b>Total DL AND MV-MN DEPT PUB SAFETY</b>		
<b>\$3,356.75</b>		



CITY OF TRACY

07/07/16 2:34 PM  
Page 9

**\*Check Detail Register©**

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

Total AMERIPRIDE LINEN & APPAREL INC \$112.29

Paid Chk# 068180 7/7/2016 ARCTIC GLACIER

E 601-491-907 LIQUOR-STORE SUPPLIES

\$124.84 1946618418

LQ STORE ICE

E 601-491-907 LIQUOR-STORE SUPPLIES

\$39.70 1950618817

LQ STORE ICE

Total ARCTIC GLACIER \$164.54

Paid Chk# 068181 7/7/2016 BEVERAGE WHOLESALERS, INC.

E 601-491-903 BEER PURCHASES

\$2,764.60 608362

LQ STORE BEER

Total BEVERAGE WHOLESALERS, INC. \$2,764.60

Paid Chk# 068182 7/7/2016 BOND TRUST SERVICES CORP

E 602-492-602 INTEREST PAYMENTS \$178.50 30876

2007 GENERAL OBLIGATION BOND INTEREST

E 504-486-602 INTEREST PAYMENTS \$2,618.00 30876

2007 GENERAL OBLIGATION BOND INTEREST

E 608-498-602 INTEREST PAYMENTS \$178.50 30876

2007 GENERAL OBLIGATION BOND INTEREST

E 503-483-602 INTEREST PAYMENTS \$13,702.50 30877

2009A GENERAL OBLIGATION IMPROVEMENT INTEREST

E 608-498-602 INTEREST PAYMENTS \$7,057.50 30878

2014A GENERAL OBLIGATION INTEREST

E 502-482-602 INTEREST PAYMENTS \$19,125.00 30878

2014A GENERAL OBLIGATION INTEREST

E 602-492-602 INTEREST PAYMENTS \$5,280.00 30878

2014A GENERAL OBLIGATION INTEREST

E 602-492-602 INTEREST PAYMENTS \$2,512.50 30879

2015A GENERAL OBLIGATION REFUNDING INTEREST

E 608-498-602 INTEREST PAYMENTS \$2,512.50 30879

2015A GENERAL OBLIGATION REFUNDING INTEREST

E 510-484-602 INTEREST PAYMENTS \$18,675.00 30879

2015A GENERAL OBLIGATION REFUNDING INTEREST

E 502-482-620 FISCAL AGENTS FEE \$450.00 31486

2014A GENERAL OBLIGATION FISCAL AGENT FEES

Total BOND TRUST SERVICES CORP \$72,290.00

Paid Chk# 068183 7/7/2016 BUFFALO RIDGE CONCRETE, INC.

E 101-431-223 MAINTENANCE & REPAIR-OTHER \$383.50 232601

CONCRETE FOR GREENWOOD PARK

Total BUFFALO RIDGE CONCRETE, INC. \$383.50

Paid Chk# 068184 7/7/2016 CULLIGAN WATER CONDITIONING

E 607-451-271 UTILITIES \$80.00 11486

AQ CENTER WATER COOLER RENTAL/ WATER

E 101-418-271 UTILITIES \$12.00 1263

CITY HALL WATER COOLER

E 601-491-271 UTILITIES \$22.00 18242

LQ STORE WATER COOLER

E 201-471-271 UTILITIES \$24.03 6312

MULTIPURPOSE CENTER SALT

E 602-492-271 UTILITIES \$52.00 7278

CITY SHOP WATER COOLER



CITY OF TRACY

07/07/16 2:34 PM  
Page 10

**\*Check Detail Register©**

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

Total CULLIGAN WATER CONDITIONING \$190.03

Paid Chk# 068185 7/7/2016 DALE JOHNSON III CONSTRUCTION

E 801-431-501 EQUIPMENT & IMPROVEMENTS \$3,553.56 797

Total DALE JOHNSON III CONSTRUCTION \$3,553.56

VMC PAINT/COVER WINDOWS W/ SMARTBOARD

Paid Chk# 068186 7/7/2016 DAN S SHOP INC

E 101-431-221 MAINTENANCE & REPAIR-EQUIP \$3.70 73557

E 101-431-221 MAINTENANCE & REPAIR-EQUIP \$3.70 73746

Total DAN S SHOP INC \$7.40

OIL FILTER FOR TORO 328 D

OIL FILTER FOR TORO325

Paid Chk# 068187 7/7/2016 DOLL DISTRIBUTING, LLC

E 601-491-903 BEER PURCHASES \$674.70 632684

Total DOLL DISTRIBUTING, LLC \$674.70

LQ STORE BEER

Paid Chk# 068188 7/7/2016 ENVIRO MASTER, INC.

E 101-431-321 OTHER CONTRACTUAL SERVICE \$96.19 49-23704

Total ENVIRO MASTER, INC. \$96.19

PORTA TOILET RENTAL

Paid Chk# 068189 7/7/2016 G & R ELECTRIC

E 607-451-321 OTHER CONTRACTUAL SERVICE \$414.03 35617

Total G & R ELECTRIC \$414.03

POOL MECHANICAL ROOM REPAIRS

Paid Chk# 068190 7/7/2016 HACH COMPANY

E 602-492-224 MAINTENANCE-CHEMICALS \$362.03 9989627

Total HACH COMPANY \$362.03

WATER PLANT CHEMICALS

Paid Chk# 068191 7/7/2016 HEGGIES PIZZA LLC

E 601-491-908 LIQUOR-PREPARED FOOD RESA \$102.45 1234714

Total HEGGIES PIZZA LLC \$102.45

LQ STORE PIZZA

Paid Chk# 068192 7/7/2016 JOHNSON BROTHERS LIQUOR CO.

E 601-491-902 LIQUOR PURCHASES \$2,597.29 5479434

E 601-491-904 MIX PURCHASES \$32.25 5479434

E 601-491-901 FREIGHT ON LIQUOR & BEER \$52.47 5479434

Total JOHNSON BROTHERS LIQUOR CO. \$2,682.01

LQ STORE LIQUOR

LQ STORE MIX

LQ STORE FREIGHT



CITY OF TRACY

07/07/16 2:34 PM  
Page 11

**\*Check Detail Register©**

JUNE 2016 to JULY 2016

Check Amt Invoice Comment

Paid Chk# 068193 7/7/2016 LAVOY S REPAIR				
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$31.45	38879	TORO TIRE REPAIRS
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$120.75	39032	325 TORO TIRE
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$21.50	39083	TORO TIRE
<b>Total LAVOY S REPAIR</b>		<b>\$173.70</b>		

Paid Chk# 068194 7/7/2016 MARCO DALLAS				
E 101-431-201	OFFICE SUPPLIES	\$79.73		STREET DEPT COPIER LEASE
<b>Total MARCO DALLAS</b>		<b>\$79.73</b>		

Paid Chk# 068195 7/7/2016 MARSHALL AREA CHAMBER				
E 101-417-321	OTHER CONTRACTUAL SERVICE	\$4,000.00	15924	EDA SERVICE CONTRACT
<b>Total MARSHALL AREA CHAMBER</b>		<b>\$4,000.00</b>		

Paid Chk# 068196 7/7/2016 MARSHALL CONVENTION & VISITORS				
E 101-421-241	TRAVEL CONFERENCES & SCHO	\$400.00	15867	POLICE DEPT FIREARMS CLASS FOR ALHANSEN
<b>Total MARSHALL CONVENTION &amp; VISITORS</b>		<b>\$400.00</b>		

Paid Chk# 068197 7/7/2016 MIDWEST SUPPLY CO.				
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$23.03	229664	HYDRO PAINT
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$18.99	229801	WEED SPRAY
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$15.50	229805	79 FORD HOSE VALVE
E 608-498-201	OFFICE SUPPLIES	\$6.99	229809	PARKING TAPE
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$4.99	229815	SHOP HOSE VALVE
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$10.99	229833	SAFETY EQUIPMENT
E 101-462-223	MAINTENANCE & REPAIR-OTHER	\$59.99	229898	AIRPORT STEP LADDER
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$58.44	229924	VMC CLEANER/TOOLS
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$21.85	229930	MESQUITO SPRAYER PARTS
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$15.93	229964	BATHROOM CLEANER
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$38.85	230083	MOWER REPAIR
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$28.98	230086	VMC GOOF OFF/LINSEED OIL
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$65.86	230139	WEED SPRAY
<b>Total MIDWEST SUPPLY CO.</b>		<b>\$370.39</b>		

Paid Chk# 068198 7/7/2016 MN DEPT OF LABOR & INDUSTRY				
E 101-425-301	LICENSES & TAXES	\$115.93	2510183145	BLDG PERMIT SURCHARGE FEES



CITY OF TRACY

07/07/16 2:34 PM  
Page 12

**\*Check Detail Register©**

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

**Total MN DEPT OF LABOR & INDUSTRY \$115.93**

**Paid Chk# 068199 7/7/2016 MN ENERGY RESOURCES CORP**

E 101-418-271 UTILITIES	\$54.84	UTILITIES-VMC
E 601-491-271 UTILITIES	\$53.14	UTILITIES-LQ STORE
E 411-417-271 UTILITIES	\$11.88	UTILITIES-ORCHARD LN APT
E 101-424-271 UTILITIES	\$49.49	UTILITIES-FIRE DEPT
E 607-451-271 UTILITIES	\$1,814.84	UTILITIES-AQ CENTER
E 602-492-271 UTILITIES	\$50.50	UTILITIES-CITY SHOP
E 101-431-271 UTILITIES	\$19.79	UTILITIES-HWY 14 SHOP
E 201-471-271 UTILITIES	\$69.22	UTILITIES-MULTIPURPOSE CTR
E 101-418-271 UTILITIES	\$52.15	UTILITIES-MUNICIPAL BLDG
E 101-424-271 UTILITIES	\$58.55	UTILITIES-FIRE DEPT
<b>Total MN ENERGY RESOURCES CORP</b>	<b>\$2,234.40</b>	

**Paid Chk# 068200 7/7/2016 MN PUBLIC FACILITIES AUTHORITY**

E 608-498-602 INTEREST PAYMENTS	\$4,483.75	G.O. BOND LOAN REPAYMENT
E 608-498-601 LOANS REPAYD-PRINCIPAL	\$81,000.00	G.O. BOND LOAN REPAYMENT
<b>Total MN PUBLIC FACILITIES AUTHORITY</b>	<b>\$85,483.75</b>	

**Paid Chk# 068201 7/7/2016 MN RURAL WATER ASSN**

E 602-492-291 SUBS, MEMBRSHPS & CONTRBT	\$250.00	MN RWA SUBSCRIPTION AUG 2016-AUG 2017
<b>Total MN RURAL WATER ASSN</b>	<b>\$250.00</b>	

**Paid Chk# 068202 7/7/2016 MN WEST CANBY**

E 101-424-241 TRAVEL CONFERENCES & SCHO	\$1,025.00	FIRE DEPT TRAINING-EMERGENCY VEHICLES
<b>Total MN WEST CANBY</b>	<b>\$1,025.00</b>	

**Paid Chk# 068203 7/7/2016 MTI DISTRIBUTING CO**

E 101-431-221 MAINTENANCE & REPAIR-EQUIP	\$97.25	1076431-00 TORO WINDOWS LATCH
<b>Total MTI DISTRIBUTING CO</b>	<b>\$97.25</b>	

**Paid Chk# 068204 7/7/2016 MVTV**

E 607-451-231 COMMUNICATIONS-TELEPHONE	\$144.90	MVTV-000-409 AQ CENTER INTERNET
<b>Total MVTV</b>	<b>\$144.90</b>	

**Paid Chk# 068205 7/7/2016 PC & B PROPERTIES**



CITY OF TRACY

07/07/16 2:34 PM  
Page 13

**\*Check Detail Register©**

JUNE 2016 to JULY 2016

Check Amt	Invoice	Comment	
E 407-417-222	MAINTENANCE & REPAIR-BUILD	\$26.67	5TH ST SALT
E 411-417-321	OTHER CONTRACTUAL SERVICE	\$400.00	MONTHLY MAINTENANCE AGREEMENT
E 405-417-321	OTHER CONTRACTUAL SERVICE	\$400.00	MONTHLY MAINTENANCE AGREEMENT
E 407-417-321	OTHER CONTRACTUAL SERVICE	\$400.00	MONTHLY MAINTENANCE AGREEMENT
E 411-417-321	OTHER CONTRACTUAL SERVICE	\$227.64	OL WATER SOFTNER/SALT/PAINT
<b>Total</b>	<b>PC &amp; B PROPERTIES</b>	<b>\$1,454.31</b>	
<b>Paid Chk# 068206 7/7/2016 PHILLIPS WINE &amp; SPIRITS</b>			
E 601-491-902	LIQUOR PURCHASES	\$727.20	LQ STORE LIQUOR
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$10.34	LQ STORE FREIGHT
<b>Total</b>	<b>PHILLIPS WINE &amp; SPIRITS</b>	<b>\$737.54</b>	
<b>Paid Chk# 068207 7/7/2016 QUARNSTROM &amp; DOERING, P.A</b>			
E 101-416-321	OTHER CONTRACTUAL SERVICE	\$1,801.50	LEGAL FEES
E 101-416-321	OTHER CONTRACTUAL SERVICE	\$442.50	LEGAL FEES
<b>Total</b>	<b>QUARNSTROM &amp; DOERING, P.A</b>	<b>\$2,244.00</b>	
<b>Paid Chk# 068208 7/7/2016 RODRIGUEZ, AMY</b>			
E 607-451-331	MISCELLANEOUS	\$110.00	POOL SEASON PASS REFUND
<b>Total</b>	<b>RODRIGUEZ, AMY</b>	<b>\$110.00</b>	
<b>Paid Chk# 068209 7/7/2016 SW HEALTH AND HUMAN SERVICES</b>			
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$40.00	T1606
<b>Total</b>	<b>SW HEALTH AND HUMAN SERVICES</b>	<b>\$40.00</b>	WATER SAMPLES
<b>Paid Chk# 068210 7/7/2016 TRACY ACE HOME CENTER</b>			
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$33.99	B8982
<b>Total</b>	<b>TRACY ACE HOME CENTER</b>	<b>\$33.99</b>	SAFETY GUARD REPAIR
<b>Paid Chk# 068211 7/7/2016 TRACY AUTO VALUE</b>			
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$24.96	35064467
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$31.99	35064708
<b>Total</b>	<b>TRACY AUTO VALUE</b>	<b>\$56.95</b>	MOSQUITO SPRAYER REPAIR SWEEPER HYDRAULIC OIL
<b>Paid Chk# 068212 7/7/2016 TRACY FOOD PRIDE</b>			
E 608-498-271	UTILITIES	\$9.98	5529 / 14
E 101-463-321	OTHER CONTRACTUAL SERVICE	\$34.55	5529 / 16
			ST DEPT WATER SAFETY MEETING FOOD/BEVERAGES



**\*Check Detail Register©**

CITY OF TRACY

07/07/16 2:34 PM  
Page 14

JUNE 2016 to JULY 2016

Check Amt	Invoice	Comment
\$9.98	5529 / 32	ST DEPT WATER
\$54.51		

Paid Chk#	7/7/2016	TRACY PUBLISHING CO.			
E 608-498-271	UTILITIES				
<b>Total</b>	<b>TRACY FOOD PRIDE</b>				
Paid Chk# 068213	7/7/2016	TRACY PUBLISHING CO.			
E 806-417-251	PRINTING & PUBLISHING-ADVER	\$76.00	96300	EDA AD	
E 101-431-251	PRINTING & PUBLISHING-ADVER	\$91.20	96301	MOSQUITOE SPRAY AD	
E 601-491-251	PRINTING & PUBLISHING-ADVER	\$159.00	96315	LQ STORE AD	
E 101-413-251	PRINTING & PUBLISHING-ADVER	\$320.00	96340	SOUTHWEST SAILOR	
E 601-491-251	PRINTING & PUBLISHING-ADVER	\$63.75	96358	LQ STORE AD	
<b>Total</b>	<b>TRACY PUBLISHING CO.</b>	<b>\$709.95</b>			

Paid Chk#	7/7/2016	U.S. BANK TRUST N.A.			
E 411-417-602	INTEREST PAYMENTS	\$13,299.99		2016A EDA GO BOND INTEREST	
E 505-487-602	INTEREST PAYMENTS	\$4,890.00		2016B GENERAL OBLIGATION REFUNDING BOND INTEREST	
E 602-492-602	INTEREST PAYMENTS	\$2,216.80		2016B GENERAL OBLIGATION REFUNDING BOND INTEREST	
E 608-498-602	INTEREST PAYMENTS	\$1,043.20		2016B GENERAL OBLIGATION REFUNDING BOND INTEREST	
<b>Total</b>	<b>U.S. BANK TRUST N.A.</b>	<b>\$21,449.99</b>			

Paid Chk#	7/7/2016	USABLUBOOK			
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$338.10	987916	WATER PLANT SOLENOID	
E 602-492-202	MOTOR FUELS & LUBRICANTS	\$47.00	988049	GREASE FOR WATERPLANT	
<b>Total</b>	<b>USABLUBOOK</b>	<b>\$385.10</b>			

Paid Chk#	7/7/2016	UTILITY CONSULTANTS, INC			
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$1,085.00	92258	WASTEWATER SAMPLES	
<b>Total</b>	<b>UTILITY CONSULTANTS, INC</b>	<b>\$1,085.00</b>			

Paid Chk#	7/7/2016	VARIETY FOODS LLC			
E 601-491-907	LIQUOR-STORE SUPPLIES	\$23.15	1220760	LQ STORE STORE SUPPLIES	
E 601-491-906	CIGARETTES	\$397.15	1220760	LQ STORE CIGARETTES	
E 607-451-905	RESALE PURCHASES	\$342.55	1221675	AQ CENTER FOOD FOR RESALE	
<b>Total</b>	<b>VARIETY FOODS LLC</b>	<b>\$762.85</b>			

Paid Chk# 068218 7/7/2016 WOW BUSINESS SERVICES LLC



CITY OF TRACY

07/07/16 2:34 PM  
Page 15

**\*Check Detail Register©**

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

E 101-413-251 PRINTING & PUBLISHING-ADVER \$125.00 INV-3072-3765 RECOVER CLOUD GRID BASED BACKUP

Total WOW BUSINESS SERVICES LLC \$125.00

Paid Chk# 068219 7/7/2016 XCEL ENERGY

E 101-424-271	UTILITIES	\$376.63	506829984	UTILITIES-FIRE DEPT
E 101-431-271	UTILITIES	\$61.45	506857519	UTILITIES-NEHLS PARK
E 411-417-271	UTILITIES	\$30.76	507290877	UTILITIES-OL APT
E 101-431-271	UTILITIES	\$8.91	507360401	UTILITIES-365 E CRAIG

Total XCEL ENERGY \$477.75

10100 MINNWEST CHECKING \$291,848.95



CITY OF TRACY

07/07/16 2:34 PM  
Page 16

### \*Check Detail Register©

JUNE 2016 to JUL Y 2016

Check Amt Invoice Comment

#### Fund Summary

##### 10100 MINNWEST CHECKING

101 GENERAL	\$13,242.08
201 MULTI PURPOSE CENTER OP	\$163.26
203 CEMETERY OPRTNG FUND	\$54.83
405 EASTVIEW APARTMENTS	\$2,852.35
407 5TH STREET APARTMENTS	\$8,347.92
411 ORCHARD LANE & 2016A HOUSING	\$16,162.02
502 2014 GO BOND(4TH & MORGAN)	\$19,575.00
503 2009 IMPROVEMENT BOND	\$13,702.50
504 2007 ST/UTIL/ABTMNT IMP BOND	\$2,618.00
505 2016B GO REFUNDING (2008)	\$4,890.00
510 2015A GO REFUNDING BOND	\$18,675.00
601 LIQUOR STORE OPRTNG	\$30,819.25
602 UTILITY-WATER	\$12,477.03
604 REFUSE COLLECTION	\$9,847.51
605 LICENSING	\$28,747.65
607 AQ CENTER OPERATIONS	\$8,481.99
608 UTILITY-SEWER	\$97,563.00
801 EQUIPMENT REPLACEMENT	\$3,553.56
806 ECONOMIC DEV RESERVE	\$76.00
	<hr/>
	\$291,848.95

Tracy Economic Development Authority  
June 15, 2016  
Minutes

12B

Dennis Fultz called the meeting to order at 7:00 AM.

Members Present: Dennis Fultz, Tony Peterson, Bill Chukuske, Tam Schons, Kurt Enderson, Sis Beierman, Sarah Willhite

Members Absent: None

Also present: Tara Onken, Jeff Buesing

A motion was made by Tony Petersen and seconded by Bill Chukuske to approve the minutes of May 18<sup>th</sup> meeting. All voted in favor of the motion.

Jeff Buesing was present to give an update of the Small Cities Grant. He provided everyone with a new project and requested a \$5,000 loan on behalf of the homeowner. A motion was made by Tony Petersen and seconded by Bill Chukuske to approve the \$5,000 loan. All members voted in favor of the motion. The funds for this grant are now used up. Onken will keep in touch with Jeff Gladis. We will most likely not apply for funds again this year. We will most likely skip a year so we have a better chance of getting funded.

The Board discussed the success of the Task Force Retreat and are excited for the future of Tracy.

The City Attorney, Mr. Matthew Gross, provided Onken with a claim that needs to be signed and submitted against the estate of John Schuh in order to make the claim "of record." A motion was made by Tony Petersen and seconded by Sis Beierman to proceed to sign the claim. All members voted in favor of the motion.

Onken updated the board of the recent discussions with Hospice, and that the project seems to be moving along nicely. She also mentioned she is working on updating the lending policies and will have that done soon.

The O'Brien Court Management Agreement was discussed again. Petersen, Chukuske and Votca met with Ms. Barstad and Mr. Mahar out at Sanford. They shared that they are definitely interested in continuing the lease. Sanford attorneys will work on an agreement and the group will reconvene again in early August to continue negotiations.

Chukuske offered an update on the townhomes – he shared that all units will be full as of July. He indicated that in unit 420, there will not be a damage deposit returned due to the carpet having significant and noticeable pet damage. He also noted some of the tenants had been asking about the grass land at the end of Orchard Lane so we should keep that in mind when the next lawn care contract is put out for bid.

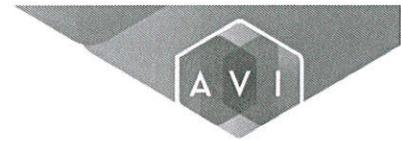
A motion was made by Sis Beierman and seconded by Bill Chukuske to adjourn the meeting. All members voted in favor of the motion.

Meeting was adjourned at 7:50 AM.

Respectfully Submitted,

Tara Onken

# Retail Sales Agreement



AVI Systems Inc., 2300 E 54th Street N, Suite 2 Sioux Falls, SD, 57104 | Phone: (605)782-4141, Fax: (605)782-4142

Proposal Number: 752484  
Prepared For: City of Tracy  
Attn: Michael Votca

Proposal Date: June 09, 2016

City Council PEG Channel Bid



Prepared By: Steven Hirsch  
Phone: (605)782-4150  
Email: steve.hirsch@avisystems.com

## BILL TO

Attn: Michael Votca  
City of Tracy  
336 Morgan St, N/A  
Tracy, MN, 56175  
Phone: (507)629-5528  
Email:  
Customer Number: COT0010

## SITE

Attn: Michael Votca  
City of Tracy  
336 Morgan St, N/A  
Tracy, MN, 56175  
Phone: (507)629-5528  
Email:

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$35,195.60
Integration	\$5,675.81
PRO Support	\$2,861.00
Shipping & Handling	\$371.00
Tax	\$3,104.64
<b>Grand Total</b>	<b>\$47,208.05</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

**INVOICING AND PAYMENT TERMS**

---

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH Include: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

---

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

---

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at [www.avisystems.com/AVITermsOfSale.pdf](http://www.avisystems.com/AVITermsOfSale.pdf)) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

---

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

---

### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

A. SUMMARY: The project should provide digital recording and broadcast equipment which:

1. Meets the specifications of all franchise cable television providers (Vast Broadband and Charter Communications) to broadcast live and pre-recorded High Definition and/or Standard Definition videos on the franchisee provided public education and government (PEG) channels.
2. Allows the City of Tracy to play recorded video on the PEG channel as well as broadcast via a website on the internet linked or embedded to the City of Tracy Website [www.tracymn.org](http://www.tracymn.org).
3. Allows the City of Tracy to broadcast public service messages in a presentation type of format on the PEG channel when the video feed is not broadcasting.
4. One camera to face and record the city council desk.
5. One camera to face and record the podium.
6. Integration of current audio system with the broadcast equipment that incorporates the sound into live video broadcast and video playback on the PEG channel and on the internet broadcast site.
7. Option 1: A device to display documents on a display unit in the council chamber room.
8. Option 2: A mobile 55" to 60" monitor display that can be utilized throughout the room for presentations.
9. Option 3: One year annual software maintenance contract and hardware assurance contract for major equipment.

#### B. SYSTEM DESCRIPTION:

- Functionality Description: Tightrope Cablecast will be the core equipment in this install
- Displays:
  - N/A
- Source Devices:
  - Tightrope Switcher and Bulletin Board player
  - POV camera feeds and switcher for live feed
  - Cameras will be located on the wall one in the front of the room for the guest speaker and one in the rear of the room for the council members.
- Audio:
  - Existing audio
- Conferencing:
  - N/A
- Switching:
  - Live feed
- Controls:
  - Tightrope equipment will be used for scheduling and control
- Equipment Location:
  - Existing rack located in council room

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

#### D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

#### E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

#### F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

#### G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation

- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

#### **H. AVI SYSTEMS, INC. INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

#### **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

### **SYSTEM SUPPORT**

#### **SYSTEM SUPPORT SERVICES TO BE PROVIDED**

##### System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems, Inc.'s "System Recertification Checklist and Record". Tentative month of 1st Recert visit: [Month] Tentative month of 2nd Recert visit: [Month]

##### Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.

##### Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

##### Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

## SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

## SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI technician or other person authorized by AVI, without AVI prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems General Terms and Conditions of Sale.

## PRODUCTS AND SERVICES DETAIL

---

### PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>Broadcast Channel Equipment</b>					
CM-RG59M-BNC-25	LIBERTY AV	CM-RG59M-BNC 25-PACK	1	\$53.59	\$53.59
CBL-FLEXLITE-340	TIGHTROPE	Cablecast FLEX LITE - 2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode server 4 TB of storage	1	\$12,586.00	\$12,586.00
CBL-CG330-SDI	TIGHTROPE	Cablecast CG330 SDI	1	\$3,659.00	\$3,659.00

CBL-SVC-DATA-MGR		The migration of content and database from competing automation	1	\$976.00	\$976.00
CBL-LIVE-330	TIGHTROPE	Cablecast Live Streaming Video Server	1	\$3,171.00	\$3,171.00
CBL-REFLECT-LIVE	TIGHTROPE	Cablecast Reflect Live Streaming Service - Annual Service	1	\$1,171.00	\$1,171.00
CBL-SAS-CH-1YR	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O)	1	\$366.00	\$366.00
FS1-R1	AJA	HD/SD frame sync & converter	1	\$2,808.00	\$2,808.00
BMD-VHUBSMART6G1212	BLACK MAGIC DE	Smart Videohub 12x12	1	\$1,395.00	\$1,395.00
NGSE8H	NIVEO	8-port 10/100/1000M PoE+ Gigabit Ethernet Switch	1	\$600.00	\$600.00
60-439-20	EXTRON	MDA 3AV, Distribution Amp.	1	\$187.00	\$187.00
UTS-1	CHIEF	UTILITY SHELF - 1 SP	1	\$30.63	\$30.63
NAPDH11	CHIEF	11 OUTLET SURGE ARRESTER-1 SP	1	\$83.75	\$83.75

**Sub-Total: Broadcast Channel Equipment \$27,086.97**

**Live Feed Equipment**

999-6920-100	VADDIO	ZoomSHOT 20 QUSB System	2	\$2,059.00	\$4,118.00
UTS-1	CHIEF	UTILITY SHELF - 1 SP	1	\$30.63	\$30.63
28711	C2G	100FT CAT5E MOLDED STP CA	4	\$29.00	\$116.00
56784	C2G	10FT HDMI HS W ETHERNET C	4	\$9.00	\$36.00
50634	C2G	35ft SELECT IN WALL HDMI	1	\$42.00	\$42.00
V-1HD	ROLAND	HD Video Switcher	1	\$911.00	\$911.00
22SM3B-B	LG	22" LED Backlit LCD Large Format Monitor; 250 Nit, HDMI, RGB, RS232, USB	1	\$369.00	\$369.00
3G-HS	LIBERTY AV	HDMI TO 3G/HD/SD SDI CONVERTER	1	\$209.00	\$209.00

**Sub-Total: Live Feed Equipment \$5,831.63**

**Local Display Option**

LC-60UE30U	SHARP	60"ULTRA LED HDTV,3840x2160,4k,120Hz,480Aquo,4-HDMI,3-USB,RS-232c,1-Comp	1	\$1,056.00	\$1,056.00
50632	C2G	20ft SELECT IN WALL HDMI	1	\$34.00	\$34.00
DL-DA12S	LIBERTY AV	1X2 SLIM HDMI DIST AMP	1	\$65.00	\$65.00
56784	C2G	10FT HDMI HS W ETHERNET C	1	\$9.00	\$9.00
PM-S-FL	AUDIO VISUAL F	Heavy Duty Mobile Floor stand, fits most 40 up to some 80" single monitors (220 lbs max weight)	1	\$1,113.00	\$1,113.00

**Sub-Total: Local Display Option \$2,277.00**

**City of Tracy Access Channel**

Engineering & Drawings	\$679.90
Project Management	\$561.56
In Shop Fabrication	\$281.62
On Site Integration	\$2,338.00
Integrations Cables & Connectors	\$416.60
Travel	\$748.24
Travel Expense	\$649.89

**Sub-Total: City of Tracy Access Channel \$5,675.81**

**Total: \$40,871.41**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$2,861.00	\$2,861.00



## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

14A

To: City Council  
From: Mike Votca  
Date: 07/08/16  
Re: Front Street Solar Garden

---

Honorable Mayor and Council Members,

Geronimo Energy approached the City Council during the 27 June meeting with a proposed site for a new Community Solar Garden. The proposed location is on the attached map. The City owns this property along Front Street. The property is zoned I-2, which allows solar energy systems as a permitted use. There are likely many uses for this property. I would like to discuss the uses for this property prior to discussing the allowance of a solar garden on this property. The planning and zoning commission discussed this proposal at their last meeting on 6 July and recommended that the City Council move forward with the project by conducting a public hearing. They were of the consensus that there should be conditions of rerouting the irrigation ditch and screening the site with trees or shrubs.

I look forward to further discussion at our meeting.



Michael J. Votca  
City Administrator

# City of Tracy



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors