

AGENDA

1. **CALL TO ORDER** of regular meeting of the Tracy City Council at 6:30 p.m., Monday, September 12, 2016
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **APPROVAL OF THE MINUTES** from August 22, 2016
5. **APPROVAL OF THE AGENDA**
6. **PUBLIC COMMENT**
7. **PUBLIC HEARING**
 - A. SUBSEQUENT APPLICATION FOR FUNDING WASTEWATER TREATMENT FACILITIES
8. **REPORTS**
 - A. LIQUOR STORE COMMITTEE UPDATE
 - B. PHASE III WASTEWATER TREATMENT PROJECT – CHRIS LARSON
 - C. POLICE HIRING – CHIEF LICHTY
9. **PETITIONS, REQUESTS, COMMUNICATIONS**
 - A. PLUMBING LICENSE FOR DBA MSDI PLUMBING LLC.
 - B. FOOD SHELF REQUEST TO MAKE IMPROVEMENT TO FIRE HALL BUILDING
 - C. APPOINTMENT OF JAMES GREEN TO MULTI-PURPOSE CENTER BOARD
10. **LEGAL ISSUES**
 - A. TRACY AMBULANCE SERVICE CONTRACT
11. **RESOLUTIONS**
12. **CONSENT CALENDAR**
 - A. MUNICIPAL ACCOUNTS PAYABLE
 - B. TRACY ECONOMIC DEVELOPMENT AUTHORITY MINUTES FOR AUGUST 17, 2016
 - C. PLANNING COMMISSION MINUTES FOR JULY 6, 2016
13. **UNFINISHED BUSINESS**
 - A. WASTEWATER TREATMENT PROJECT PHASE I
 - B. FRONT STREET SOLAR FARM LEASE
 - C. REQUEST FROM HEADLIGHT HERALD TO COST SHARE REPAIRS DUE TO STREET PROJECT
 - D. 2017 BUDGET
14. **NEW BUSINESS**
15. **MAYOR AND COUNCIL COMMUNICATIONS**
16. **CLOSED SESSION FOR ATTORNEY CLIENT PRIVILEGE REGARDING SPECIAL ASSESSMENT APPEAL CASES**
17. **ADJORN**

August 22, 2016

The regular meeting of the Tracy City Council was called to order at 6:30 p.m., Monday, August 22, 2016 in the Council Chambers of the Municipal Building. The following Council members were present: Mayor Ferrazzano, K. Enderson, D. Johnson and T. Schons. 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 Pastor Sam Schmeiling.

Motion by Cooreman, seconded by Johnson to approve the minutes for the meeting on August 8, 2016. All voted in favor of the motion.

Motion by Enderson, seconded by Johnson to approve the agenda. All voted in favor of the motion.

During public comment, Tony Peterson said to make sure good contact is being made with the land owner for the pond project beings no construction has commenced to date. If the land owners wish to do chemical, they can if they know no construction will commence this fall. Peterson said he is formally withdrawing his application for Charter Commission because he is running for city council. Peterson wants the council to be aware of the Tracy Eagles property having a lot more water in the basement than before the 4th Street Project was done. He said he has shared this with the engineers. The sump pump is constantly running where it only ran in the spring before the project. He also said there was open concrete on the south side of the building that was never put back.

Also during public comment, Jeff Salmon said he too has water in the basement of his downtown building since the project. He said he has not researched or done anything yet. Mr. Salmon stated there have been three (3) interested parties in the downtown building however he cannot do anything with these parties until the assessment appeal is complete.

Cassandra Isackson, Director of MNDOT Office of Aeronautic Services was present to give an overview of what MNDOT Aeronautic Services does for Minnesota airports and how they work with our community to support the airport on a regular basis. The State of MN has reached out to make sure communities know of the financial and technical resources and assistance the Aeronautic Services can provide.

Jack Fay, Ehlers Investment Partners, was present to give an investment update on the cash management services Ehlers provides to the city. He stated in the current market environment, certificates of deposit out yield all other investment options. He said from a yield and safety perspective, CD's are FDIC insured as well and that is why they have chosen go with CD's. The average maturity for the portfolio is 574 days. As we move forward, cash needs will be reviewed before investments are re-invested. Currently it is safer to hold short term investments.

Chris Larson, ISG, was present to give an update on the Wastewater Treatment Project. Final approval from the funding agency has been received for Phase I. There are a couple of outstanding legal items for permanent easements that have yet to be obtained. Three (3) of the four (4) property owners are in agreement and Votca is working on getting the easements signed and recorded. The property owner for the fourth easement has passed away. Matthew Gross is assisting Votca in finding out who the representative of the property is. This is a storm sewer lateral that the rest of the project is not dependent on. It is a drain in a low area in one of the alleys. Rural Development is okay with proceeding with bidding the project as long as the other three (3) easements are signed and recorded. When it is time to award the bid, this item can be removed from the project if the final easement still cannot be obtained. If the easement is received during the project, a change order can be done or it can be done in a subsequent project in the future.

Larson said ISG is still working with the funding agency on the effluent limits as reported at the last meeting for Phase II.

Larson said the sanitary sewer rehabilitation, is estimated to be seventy-five percent (75%) complete of the area to be televised. This has been a slow process because flushing of the system can be difficult based on its condition. Also, the city crew has other responsibilities and they are the ones who have been performing the flushing. The city crew does a portion of the flushing and then the televising crew comes in after. This process has a ratio of about three (3) weeks of flushing to one (1) week of televising. ISG has been compiling the data and will put together a report with a recommendation and develop a plan for the rest of the system. The televising is providing information on the condition of the system. In order for the improvements of Phase III to be eligible for the same funding, an amendment to the PER will be necessary with a new contract.

Larson said the 4th Street Project seeding crews will be here this week to mow down weeds and do more seeding in the areas that have not taken. There will be another opportunity in the fall if the seeding does not take this time either. If the fall seeding is not successful, the retainage will be used and a new contractor will be used next spring. The 4th Street Project identified the non-compliant vacant lots were allowing groundwater into the sanitary sewer. Once the sanitary sewer was removed from the vacant lots, nearby locations are now experiencing water in their basements. Larson said the removal of the sanitary sewer of these non-compliant lots is what is causing this issue and tiling should be considered because the water is going to follow the path of least resistance. Votca said the City of Tracy is one of the locations that are in need of finding a way to get rid of the water because of its non-compliance.

Tara Onken said she brought information forward to the EDA Board on a D.E.E.D. demo loan program that the state offers. The EDA Board has identified the Masonic Building as being a candidate for this loan because of its state of disrepair. The EDA Board is recommending the City work collectively with them to apply for this loan and incorporate the Masonic Building demolition plan into the budget. The first two (2) years of the loan are interest free. If a redevelopment plan was created for this location, a non-guaranteed grant could be available for up to fifty percent (50%). A parking lot has been suggested but it is unlikely for D.E.E.D. to award a grant because a parking lot does not create jobs, however, there is a good chance the need for a parking lot could be demonstrated quite well with the new update to the VMC gym. Onken stated this demolition will not be an easy project because of the building location, size, asbestos, lead based paint, mold and environmental issues, therefore the EDA is seeking to obtain technical specifications from ISG. She said even if the project does not get funded in February, the EDA would try again for the loan in August and the technical specifications would still be usable. Chris Larson presented options for the proposal. Votca said there is money available in the Code Enforcement Fund to pay for the specifications. Discussion was held on what to include with the application in order for the funds of specifications and architectural engineering to be incorporated into the loan. Votca said technical specifications are usually not obtained for a demolition project, however, because of safety, the size of this building and the environmental issues with it, obtaining the specifications would be a smarter approach so a contractor cannot add cost for a change order after bidding the project and the contractor could be held liable if the specifications are not met. Motion made by Enderson, seconded by Johnson to allow the EDA to apply for a loan with D.E.E.D. for the demolition of the Masonic Building and should the loan be granted, the city will budget accordingly to make the loan payments. All voted in favor of the motion.

Bill Chukuske, EDA vice Chair reported the EDA has agreed to renew the EDA Coordinator contract with the Marshall Chamber for another year. The contract does not reflect an increase. Motion by Enderson, seconded by Schons to approve the EDA Coordinator contract with the Marshall Chamber for another year. All voted in favor of the motion.

V. Quist, Head Librarian reported the summer reading program has been wrapped up. She is planning a Laura Ingalls Wilder program for October 2016 and will begin researching information for the fall and winter.

S. Lau, Liquor Store Manager reported that July off-sale is down. She believes this due to the timing of the 4th of July sales. Lau reported she is preparing for Labor Day Weekend. She has

asked for permission to have the bar open on Sunday. Motion by Enderson, seconded by Johnson to have the Liquor Store Bar open on Sunday, September 4, 2016. All voted in favor of the motion.

Police Chief J. Lichty does not have anything to report unless there are questions on the activity report. There were no questions.

S. Daniels, Public Works Director said other than mowing this week, it has just been a continuation of the previous month report. He said they have been getting ready for Labor Day.

M. Votca, City Administrator gave an update on the VMC progress. The flooring is being installed now and the exteriors doors are being installed. The lighting, electrical, acoustic panels, painting and roof is all complete. Votca said the first public meeting for the Active Living Plan is Tuesday, August 23, 2016. Surveys for the Active Living Plan continue until September 23, 2016. Besides the online link for the surveys, they have been placed at locations in the community. SW Regional Development Corp will seek approval from the city council after providing them with a presentation of the survey results on October 24, 2016. Votca said both the VMC and the liquor store roofs are complete. The fire hall roof is still being worked on.

Votca reported thirteen (13) people have filed for the three (3) council seats that will be open. These thirteen (13) persons will be on the ballot for the November 8, 2016 election. Votca said application period for the Administrative Assistant position closed Friday, August 19, 2016 and 21 applications were received. The review and interview process will be taking place before month end. Schons asked Votca to put an ad in the newspaper for the open board positions.

Andy Catania from Geronimo was present for the Front Street Solar Farm Lease decision. Votca reported FFA Advisor Paul Skogland said there is no issue with not renting the Front Street acreage to them as they have other locations. He said no one from the public has reached out to him in regards to this also. Matthew Gross will conduct the final review of the contract before the next meeting for execution of the contract providing there are no problems with language of the lease

A request was received from Karen Ziemke and LuAnn Hansen to extend the deadline for a compliance order at 212 9th St. Motion by Enderson, seconded by Johnson to extend the 212 9th Street Compliance Order Date to August 31, 2017. All voted in favor of the motion.

S. Daniels has requested permission to expend funds to purchase three (3) pieces of equipment. \$43,000 to replace the 1989 Gehl skid loader; \$4,000 for the acquisition of a scissor lift and \$5,000 to replace the 1974 pneumatic hoist. Daniels is applying for an OSHA grant for \$2,500 for the pneumatic hoist and there is a good chance the city will qualify which would reduce the city portion to \$2,500. He said he is receiving a \$5,000 trade in for the skid loader from Lyon County Implement which will reduce the city portion to \$38,000. The funds are available in both the 602 Fund and the 801 Fund. Motion by Enderson, seconded by Johnson to Trade the Skid Loader and Purchase the Three (3) Requested Items. All voted in favor of the motion.

J. Lichty was present to discuss the RFP quotes received for the new squad car. After discussing the quotes, Lichty recommends accepting the \$29,405 quote from Kohl's Weelborg Ford for the 2017 Ford SUV Interceptor. He said he is receiving \$14,500 for the trade of the 2011 Dodge Truck which will reduce amount to \$14,905 plus fees. The funds are available in the 800 Fund. Delivery would be done in two (2) to three (3) months. Motion by Johnson, seconded by Schons to Purchase the 2017 Ford SUV Interceptor and Trade the 2011 Dodge Truck with Kohl's Weelborg for the Trade Difference of \$14,905. All voted in favor of the motion.

Lichty asked for a second motion to purchase the equipment necessary to modify the SUV into a squad car. Lichty discussed what equipment could be transferred from the old squad and what would need to be purchased. Motion by Enderson, seconded by Johnson to Authorize the Purchase of Equipment Necessary to Modify the SUV into a Squad Car. All voted in favor of the motion.

A request was received from Headlight Herald to cost share repairs due to the street project. An estimate was present from American Water Works Basement Systems in the amount of

\$6,412.00. Seth Schmidt is requesting the city pay for half of this cost. Votca reported multiple months ago he, Daniels and ISG looked at the problem the Headlight Herald was having with water coming into their basement. He stated there were multiple locations where the old service lines tied into the sanitary sewer system that were corrected by being closed off. Naturally, ground water is finding another place to go which unfortunately is into nearby basements. The enforcement of the illegal draining corrections took place when the street project was done. Seth Schmidt said he is thankful the project is done and he no longer has to worry about things such as flushing the toilet and sewer backup in the basement. Schmidt said the Headlight Herald has agreed to pay the steep assessment of \$17,000 on the property but remembers asking for consideration into solving this new water problem at a hearing a year ago. He thinks it is fair to ask for some assistance in this straight forward request to use the utility surcharge fund to assist with expenses of unexpected underground infrastructure situations that no one knew existed. Chris Larson said as the city continues to improve the rest of the city's collection system, there potentially could be multiple findings of situations such as this. If the illegal drainage into the sanitary services is acting as the perimeter tile for any building, this will continue to be an issue and could be very costly should the city choose to cost share expenses. Enderson asked Larson if it was possible if these service lines could be re-directed into the storm sewer. Larson stated depth was one issue and suggested staying away tying footing drains into storm sewers because storm sewers are collecting surface water and are only sized to handle a ten year rainfall event. Daniels added during a downpour, the check valve from the sump pump is protecting the buildings' basement because if you tie right into the storm sewer, the pressure will go into the tile and fill the basement with water. Larson said the installation of tile and sump pumps is the recourse these properties will have to take. A gravity tile cannot be installed leaving the need for water to be lifted out from these lower depths. Larson said the Headlight Herald has a sump pump but the existing tile in their basement is not tied into the sump pump. Larson believes ground water from a neighboring lot used to be illegally draining into the sanitary sewer and when the Headlight Herald parking lot service line was removed, the water is now taking its gravitational path into the basement of the Headlight Herald. Tony Peterson said the sump at both the Eagles and Salmon properties have not been dry. Larson said sumps would not be needed if they were dry. Tony Peterson asked if the intercept lines could be checked to verify they are not collapsed. Larson said there would be a couple options to be able to eliminate the question of the intercept lines being collapsed. Larson believes people's sump pumps are going to run more because we are removing a huge tile system that is draining the ground water for the entire city to the wastewater pond and that is not where we want it to go. Further research needs to be done to before a decision can be made who will be responsible for paying for these insufficiencies. Votca indicated there is an ordinance in place created to give loans from the surcharge fund to help property owners affected by street projects to correct illegal connections to the sewer system. Request tabled.

Motion by Cooreman, seconded by Johnson to approve a request from The Caboose to Allow a One Time Off-site Liquor License Use on Saturday, September 4, 2016 at the Beer Tent for the Kegs and Eggs Event. All voted in favor.

Motion by Johnson, seconded by Enderson to adopt Resolution No 2016-21 A Resolution Granting Charter Communications, Inc. a Franchise Extension Through September 30, 2016. All voted in favor of the motion.

The Consent Calendar consists of the Municipal Accounts Payable, Cemetery Commission meeting minutes for September 17, 2015 and Tracy Economic Development Authority minutes for July 20, 2016. Motion by Enderson, seconded by Cooreman to approve the Consent Calendar. All voted in favor of the motion.

Enderson requested reviewing the feasibility of having an entry/exit approach in the parking lot next to the liquor store.

Schons asked about the community garden status. Special assessments were waived on the lot for the purpose of a community garden and there is no community garden there. Ferrazzano said there needs to be a mechanism in place when people don't do what they say they are going to do to properties then special assessments won't be forgiven.

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

ATTEST:

City Administrator

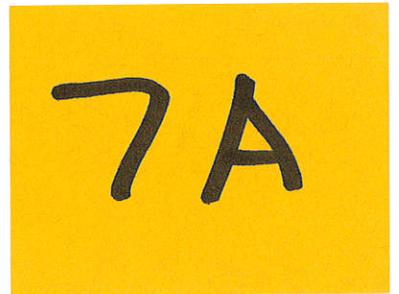
Mayor

Notice of Public Hearing

Notice is hereby given that the City Council of Tracy will meet in the council chambers of the city hall at 6:45 p.m. on Monday September 12, 2016. This public hearing will be held to discuss a subsequent application to USDA Rural Development for funding phase I of the Tracy Waster Water Treatment Project. All residents and property owners in Tracy are encouraged to attend.

Michael Votca
City Administrator

Published in the Tracy Headlight Herald on August 31, and September 7, 2016.



To: City Council
From: Mike Votca
Date: 09/12/16
Re: Liquor Store Committee Recommendation



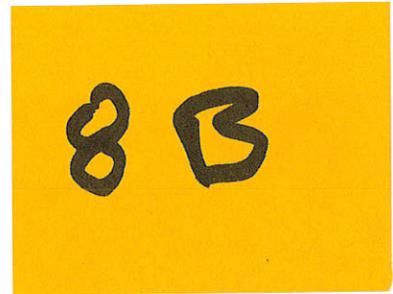
Honorable Mayor and Council Members,

The liquor store committee had a meeting on 7 September, 2016. The intent of this meeting was to discuss what to recommend to the City Council regarding the liquor store on-sale operations. The Tracy Liquor Store has been profitable for the City of Tracy and there is no requirement to close any portion of the store. The committee does feel that the liquor store would be more profitable if the on-sale portion of the store was closed and only the off-sale portion was in operation. The reasoning behind this theory is that the on-sale is open past the hours of operation for the off-sale. Also additional employees are required to work hours that would not be required if the on-sale was closed. The on-sale also utilizes utilities that would not be needed if the on-sale was closed. The idea is that the on-sale is creating more expenditures than revenues and that the loss of revenue due to closure would be offset by the reduction in expenditures due to closure. It is the recommendation of the liquor store committee members to close the on-sale portion of the Tracy Liquor Store after close of business on 1 October, 2016. The off-sale portion of the liquor store will be in operation the same as it currently operates. The liquor store committee is still pursuing ideas for the possible relocation of the liquor store. At the 7 September meeting the committee asked to look into utilizing the expertise of SMSU to create a business plan for the liquor store that would include looking at options for relocation.

If you have any questions about this please let me know.

A handwritten signature in black ink, appearing to read 'Michael J. Votca', is written above the typed name.

Michael J. Votca
City Administrator



September 9, 2016

Michael Votca
City Administrator
City of Tracy
336 Morgan Street
Tracy, MN 56175
mvotca@tracymn.org

RE: Phase III Sanitary Sewer Collection System Improvements

Mike,

As was briefly discussed at the regular Council meeting on August 22, 2016, televising of the remainder of the sanitary collection system is underway. ISG has been coordinating this work at no cost, in good faith that we would eventually be directed to prepare an amendment to the PER necessary to obtain funding for additional improvements. At this time, we are respectfully requesting that the City formally direct us to continue with this televising coordination and preparation of the PER amendment. An excerpt from the August 22, 2016 update to Council is below.

Phase 3 – Sanitary Sewer Rehabilitation

Televising of the remaining portions of the City's wastewater collection system, except those areas known to be relatively new and in good condition, continues. We estimate that the work is approximately 75% complete. It has been a slow process for the televising contractor. To reduce expenses, the City has been completing all of the necessary flushing ahead of the televising crew; flushing is generally a slower process than televising and City crews cannot always focus on flushing due to their other responsibilities. The conditions of the existing mains has also slowed flushing operations. Generally, City crews spend a couple of weeks flushing sections of the system and then the televising contractor comes in and televises that same section in less than a week. Televising reports are being submitted to ISG as they are completed.

*Once compiled, all of the televising data will be used to identify which sections of the system are in a state of disrepair and which would be good candidates for lining and which should be replaced entirely. The conditions of overlying streets and adjacent water distribution and stormwater collection systems will also be evaluated to help prioritize sanitary improvements. Although not a part of the original Wastewater Improvements project scope, ISG has been coordinating televising operations, reviewing video & reports, and assessing sewer conditions, in good faith. As part of the funding process, it will be necessary to amend the PER to include additional proposed infrastructure improvements. To complete this PER Amendment, we estimate the fees to be approximately **\$22,500**. This report will also serve as an excellent basis for Capital Improvement Planning.*

Sincerely,

Chris Larson, PE
Civil Engineer
Civil Engineering Group

Cc: Shane Daniels, City of Tracy

September 9, 2016

Michael Votca
City Administrator
City of Tracy
336 Morgan Street
Tracy, MN 56175
mvotca@tracymn.org

RE: Funding/Financing Alternatives for Needed Groundwater Removal Improvements

Mike,

As has been discussed, the rehabilitation and replacement of sanitary sewer services within the City of Tracy is necessary to continue to battle inflow & infiltration. Unfortunately, many property owners are likely relying on their deficient sanitary service as a means of removing groundwater from their foundation. The sanitary service is effectively their footing tile system. It is assumed that the vast majority of these circumstances are occurring unbeknownst to the property owner.

In any event, it is a violation of City Ordinance. Replacement or repair of the sanitary services could occur as part of a public City improvement project or by the property owner, perhaps as a result of a notice of violation. The repair or replacement would effectively eliminate the current groundwater removal system, meaning the water would likely penetrate into the basement. Improvements to their existing, or addition of a completely new, groundwater removal system may be necessary for some property owners.

As we understand it, the City currently has a fund available to help property owners finance such necessary improvements. It is our understanding that the fund balance is adequate to assist the potential property owners impacted by Phase I. We have also looked into some additional options that may be necessary to help supplement this fund for future projects.

1. State Revolving Fund Loan: Based on the timing, if the City wanted to apply for an SRF loan they'd be about 1 year out from the Project Priority List. It could be an option for those properties impacted by Phase III. It would, however, require a bunch of additional hoops (PER, increased engineering fees, federal wage rates, etc.).
2. USDA RD: It would be tough to get any of the grants/loans under the "Programs & Services for Individuals" category, plus each homeowner would have to apply on an individual basis. For a utility loan/grant there would also be increased engineering/admin fees (PER, increased engineering fees, federal wage rates, etc.).
3. Minnesota Rural Water Association: MRWA has a few different loan programs. The Micro Loan program provides loans from \$30,000-250,000 with up to a 7 year term. It's structured as a single GO Note, is tax exempt, has a rolling application, and appears relatively simple. No report is needed, which again aids in reducing engineering fees. There is also the Micro Loan program that provides loans for up to \$1M – this program has a few more requirements and steps and a loan term up to 15 years.
 - a. More info: <http://www.mrwa.com/loan.html>

Comparing these three options, the Micro Loan would probably be the best alternative. The City could still assess the homeowners for the money, and this would allow them to stretch it over a few years if desired. Plus you don't have to jump through near as many hoops as the other programs. More detailed information on the Micro Loan is on the following page.

MICRO Loan

The Minnesota Rural Water Association has established loan programs to assist governmental units in financing projects. The Micro Loan Program was established to aid in financing small projects at the lowest possible cost. Micro loans range from \$30,000 to \$250,000 with up to a seven year loan term and structured as a single G.O. Note. Micro Loans are tax-exempt and bank qualified. The Micro Loan Program is risk free until acceptance of the loan, has low initiation fees (up to \$3,800), and has a call option after two years. At this time it is estimated that a three, five, and seven year loan term will have interest rates of 2.00%, 2.25%, and 2.50%, respectively; final rates are determined during the application process.

The Micro Loan Program is appealing for governmental units needing small loans. Unlike other state and federal loan programs, the Micro Loan does not require an Engineering Report and has a rolling application period, both of which aid in making it a simple and quick process. Furthermore, the Micro Loan Program does not have American Iron and Steel (AIS) requirements, an environmental review process, or require federal wage rates, all of which decrease the overall project cost and timeline.

Let us know if you have any questions.

Sincerely,



Chris Larson, PE
Civil Engineer
Civil Engineering Group

Cc: Shane Daniels, City of Tracy



PLEASE SIGN, DATE AND RETURN WITH FEES

LICENSE APPLICATION

DECEMBER 31st - CITY

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

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

MARCH 31st - STATE & CITY

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

JUNE 30th - CITY

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

PAID

SEP 06 2016

City of Tracy MN

TEMPORARY LICENSE

- 120 DAY ON/OFF 3.2 MALT BEVERAGE \$25.00 (Licensee MUST be a non-profit or charitable operation)
- TEMPORARY DANCE \$15.00
- CIRCUS \$25.00
- PERMISSION TO USE LIQUOR LICENSE OFF-SITE FOR A COMMUNITY FESTIVAL

STATE OF MINNESOTA
COUNTY OF LYON

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

Freddie Lee 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 9/6/16 and ending 12/31/16 subject to the laws of Minnesota and

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

ALL APPLICATIONS SHALL INCLUDE A CERTIFICATE OF LIABILITY INSURANCE AND A MINNESOTA WORKERS' COMPENSATION CERTIFICATE OF COMPLIANCE BEFORE A LICENSE WILL BE ISSUED.

ALL LIQUOR APPLICATIONS SHALL INCLUDE A CERTIFICATE OF LIABILITY INSURANCE AND A MINNESOTA WORKERS' COMPENSATION CERTIFICATE OF COMPLIANCE AND A LIQOR LIABILITY CERTIFICATAE BEFORE A LICENSE WILL BE ISSUED.

[Signature]
(SIGNATURE OF APPLICANT)
DBA MSDI plumbing LLC

DATE: 8-31-16

Michael Votca

From: Shane Daniels <sdaniels@tracymn.org>
Sent: Thursday, September 08, 2016 12:37 PM
To: Mike Votca; Madonna Peterson
Subject: Fwd: food shelf door



Mike,
Could you please include Margaret's request on Mondays agenda.
Thanks
Shane

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: Margaret Palan <margaret.palan@wcainc.org>
Date: 9/8/16 10:47 AM (GMT-06:00)
To: sdaniels@tracymn.org
Cc: bbbroadside47@gmail.com
Subject: food shelf door

We thank you again for the use of the food shelf to serve those in need throughout the Tracy area. The Volunteers have requested to look into a new front door to the food shelf. It is starting to rust on the bottom & frame. The Kitchen Table would incur the costs of this door & labor. If you grant this request, we ask if you have a contractor that you would prefer us to look into. Lynn Gohz was a name the volunteers had suggested.

Thanks so much,

Margaret Palan

507-430-6053 (cell)

Margaret Palan

Community Resource Coordinator

1400 South Saratoga St

Marshall, MN 56258

507-537-1416 ext #2116

margaret.palan@wcainc.org

Western Community Action is an Equal Opportunity Provider

Community Action: Helping People. Changing Lives..

Western Community Action, Inc. is an equal opportunity provider and employer.

City Application Form



General Information

Name

Green

James

D

Last

First

MI

Address

City, State

Phone Nur

Email Add

Committees

If you wish to be considered for more than one committee or function, please order in number of preference.

Planning Commission

Police Commission

Library Board

Hospital Board

Multi-Purpose Center

Economic Development Authority

Cemetery Commission

Housing & Redevelopment Auth.

Charter Commission

City Council

Aquatic Center Committee

Special Interests

As the Council prioritizes its goals, it may create additional/new committees or task forces from time to time. If you have other specific areas or topics of interest please indicate those interests and we will retain your application for future openings in those areas as new committees are created.

Other Interests _____

Personal Information

List your work experience.

ADM - Marshall, MI Area Plant
24 years, last 8 as shift supervisor

List any Civic, Professional, and Community Activity involvement.

Why do you want to be on the City Council, a board or commission?

I feel that I have reached a point in my life and work career that gives me the time and knowledge to be an effective community leader. Being a citizen of Tracy for the past several years and the desire to continue to live here, I would like to participate in the continued development of this fine community.

What skills, strengths, or abilities do you believe you will add?

My multiple years in a leadership roll have given me strong leadership skills and the knowledge to make informed decisions that lead to productive outcomes.

List any additional comments.

References: OPTIONAL

1. _____
Name Address Phone No.
2. _____
Name Address Phone No.
3. _____
Name Address Phone No.

Please return this form to:

Attn: Michael Votca, City Administrator
City of Tracy
336 Morgan Street
Tracy, MN 56175

Phone: (507) 629-5528
Fax: (507) 629-5530
mvotca@tracymn.org

AGREEMENT

10A

This Agreement is entered into on September 12th 2016 between the City of Tracy, a municipal corporation (hereinafter "CITY") and Tracy Ambulance Service, Inc., a Minnesota non-profit corporation, (hereinafter "AMBULANCE").

WHEREAS, AMBULANCE has provided ambulance service in the City of Tracy since approximately 1972, and;

WHEREAS, CITY, through its City Council, finds that it is in the public interest that capable ambulance services and related emergency medical services, with well-trained personnel and efficient equipment, be available in the City of Tracy, and that it is further in the public interest that public monies be provided to assist in the provision of such services, and;

WHEREAS, the City of Tracy is currently within the Emergency Medical Services Regulatory Board (hereinafter "EMSRB") service area designated for AMBULANCE , and;

WHEREAS, CITY is willing to provide public monies to AMBULANCE to assist it in providing quality ambulance and related emergency medical services to persons in the City of Tracy.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **APPLICABLE LAW AND REGULATIONS.** In its provision of services, AMBULANCE at all times shall comply with all applicable state and federal laws and regulations pertaining to the provision of emergency medical and ambulance services, including but not necessarily limited to the provisions of Minnesota Statutes Chap. 144E and rules promulgated by or on behalf of the EMSRB. To the extent that this Agreement may impose obligations or requirements upon AMBULANCE which exceed those of such applicable laws and regulations, and which may be provided without violating any such laws or regulations, AMBULANCE shall comply with and fulfill the such expanded obligations and requirements of this Agreement. Likewise, should such laws and regulations impose obligations or requirements which exceed those stated in this Agreement, the obligations

and requirements of such laws and regulations shall be fulfilled by AMBULANCE.

2. UNIFORM SERVICE. AMBULANCE agrees to provide efficient and prompt emergency medical and ambulance services to all persons within the City of Tracy, Minnesota on an emergency and non-emergency basis.
3. CALL RESPONSE. AMBULANCE shall respond promptly to all ambulance calls within the City of Tracy, and shall have available suitable equipment and personnel to make such response.
4. PAYMENT AND TERM OF AGREEMENT. The term of this Agreement shall be for Five(5) years, commencing on January 1, 2017. AMBULANCE shall receive from CITY a one-time payment of \$140,000 on 15 September, 2016 for payment of the duration of the contract.
5. BASE OF OPERATIONS. The parties acknowledge that AMBULANCE currently maintains its base of operations at a location within the City of Tracy, and AMBULANCE agrees to continue to maintain its base of operations in said City.
6. INSURANCE. AMBULANCE shall, during the term of this Agreement, maintain policies of insurance relating to worker's compensation with statutory limits; and general, automobile and professional liability coverage in amounts of not less than Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) covering claims for bodily injury or death to one person and Six Hundred Thousand Dollars and 00/100ths Dollars (\$600,000.00) covering claims for bodily injury or death resulting from any one accident and Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) for property damage which shall insure AMBULANCE against liability imposed by law on AMBULANCE by reason of such bodily injury or property damage of AMBULANCE or the employees of AMBULANCE in connection with the provision of services by AMBULANCE. Ambulance shall periodically provide certificates of insurance to CITY verifying that such insurance coverage has been obtained and remains in effect.

7. INDEMNITY. AMBULANCE agrees to indemnify and save CITY harmless from any and all claims and causes of action which may be asserted against CITY on account of any act or omission of AMBULANCE, or the employees or agents of AMBULANCE, in connection with the performance of this Agreement by AMBULANCE, to defend any action brought against CITY on any such claim, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. CITY shall in no way be liable for any claims or charges incurred by AMBULANCE in the provision of services by AMBULANCE.
8. NON-ASSIGNMENT. In view of the character of the services to be rendered, AMBULANCE shall not assign its obligations, or rights accruing or to accrue under this agreement, unless such assignment is agreed to in writing by CITY.
9. ADDRESSES. For any purpose required by this agreement the following addresses shall be used :

AMBULANCE: Tracy Ambulance Service, 105 Center Street, Tracy,
Minnesota 56175.

CITY: City Administrator, City of Tracy, City Hall/Veterans Memorial
Center, 336 Morgan Street, Tracy, Minnesota 56175.
10. BREACH OF CONTRACT AND TERMINATION. In the event of a breach or violation of any of the terms and conditions of this agreement by AMBULANCE, CITY shall give AMBULANCE written notice of such breach or violation and AMBULANCE shall have thirty (30) day within which to remedy the same. If at the end of said thirty (30) day period the breach or violation specified in such notice has not been corrected, this agreement may be terminated forthwith by written notice to AMBULANCE. CITY shall have the right to terminate this agreement in the event of breach thereof by AMBULANCE, and a continuing breach shall not be deemed to be waived because not followed by prompt termination. This agreement shall terminate, and neither party nor the officers of City shall be liable for further performance after such termination, if it shall become invalid by reason

of any present or future law other than an ordinance of CITY. Notwithstanding anything to the contrary in this Agreement, CITY and AMBULANCE shall each have the right to terminate this agreement and any additional liability hereunder on 60 days notice in writing to the other by certified mail, said 60 day period to commence upon the receipt thereof by the party to whom said notice is addressed. In the event of termination by either party for any reason, AMBULANCE shall immediately return to CITY on a pro rata basis that part of the sum provided for in paragraph 4, above, which represents the balance of the year remaining to which such payment is attributable.

11. DISCRIMINATION. AMBULANCE, as Contractor, shall comply in all respects with the following:

- A. In hiring of common or skilled labor for the performance of any work under this Agreement, or any subcontract, the Contractor shall not, by reason of race, creed, or color, discriminate against any person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates.
- B. The Contractor shall not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause A of this paragraph, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color.
- C. A violation of this section may be a misdemeanor.
- D. This Agreement may be canceled or terminated by City and all money due, or to become due under the Agreement, may be forfeited for a second or any subsequent violation of the terms or conditions herein.

12. ANNUAL REPORT. AMBULANCE shall maintain in accordance with accepted accounting practice during the term of this Agreement records and books of account

recording all transactions connected with the operations of AMBULANCE, and shall prepare and file with CITY on or before March 30th of each year an annual Financial Statement of the ambulance operations showing Income, Expenses, Assets and Liabilities.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. CITY and AMBULANCE agree that no representations or warranties shall be binding upon either party unless expressed in writing herein. This agreement shall not be in force and effect or in any way binding upon CITY until the same shall have been signed by the Mayor and City Clerk/Administrator and until AMBULANCE files with the City Clerk/Administrator copies of all insurance certificates required herein.

CITY OF TRACY

By: _____

Its: Mayor

By: _____

Its: City Clerk/Administrator

TRACY AMBULANCE SERVICE, INC.

By: _____

Its: _____

By: _____

Its: _____



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
10100 MINNWEST CHECKING			
Paid Chk# 068520	8/18/2016	BLUE CROSS BLUE SHIELD OF MN	
E 101-441-126	HEALTH INSURANCE	\$911.35	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 101-413-126	HEALTH INSURANCE	\$975.49	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 101-431-126	HEALTH INSURANCE	\$5,709.68	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 101-421-126	HEALTH INSURANCE	\$2,623.20	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 601-491-126	HEALTH INSURANCE	\$2,339.61	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 602-492-126	HEALTH INSURANCE	\$1,095.41	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 101-418-126	HEALTH INSURANCE	\$2,984.66	SEPT 2016 EMPLOYEE HEALTH INSURANCE
E 605-495-126	HEALTH INSURANCE	\$402.73	SEPT 2016 EMPLOYEE HEALTH INSURANCE
Total	BLUE CROSS BLUE SHIELD OF MN	\$17,042.13	
Paid Chk# 068521	8/18/2016	DELTA DENTAL OF MN	
E 101-441-126	HEALTH INSURANCE	\$24.80	SEPT 2016 EMPLOYEE DENTAL INSURANCE
E 602-492-126	HEALTH INSURANCE	\$24.80	SEPT 2016 EMPLOYEE DENTAL INSURANCE
E 101-421-126	HEALTH INSURANCE	\$74.40	SEPT 2016 EMPLOYEE DENTAL INSURANCE
E 101-431-126	HEALTH INSURANCE	\$99.20	SEPT 2016 EMPLOYEE DENTAL INSURANCE
E 101-413-126	HEALTH INSURANCE	\$24.80	SEPT 2016 EMPLOYEE DENTAL INSURANCE
Total	DELTA DENTAL OF MN	\$248.00	
Paid Chk# 068522	8/18/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$103.50	DRIVERS LICENSE 034
Total	DL AND MV-MN DEPT PUB SAFETY	\$103.50	
Paid Chk# 068523	8/18/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$1,478.50	MOTOR VEHICLE 034
Total	DL AND MV-MN DEPT PUB SAFETY	\$1,478.50	
Paid Chk# 068524	8/19/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$86.25	DRIVERS LICENSE #035
Total	DL AND MV-MN DEPT PUB SAFETY	\$86.25	
Paid Chk# 068525	8/19/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$3,722.00	MOTOR VEHICLE #035
Total	DL AND MV-MN DEPT PUB SAFETY	\$3,722.00	
Paid Chk# 068526	8/22/2016	DL AND MV-MN DEPT PUB SAFETY	





CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
E 605-495-301 LICENSES & TAXES	\$134.75		DRIVERS LICENSE #036
Total DL AND MV-MN DEPT PUB SAFETY	\$134.75		
Paid Chk# 068527 8/22/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301 LICENSES & TAXES	\$2,865.00		MOTOR VEHICLE #036
Total DL AND MV-MN DEPT PUB SAFETY	\$2,865.00		
Paid Chk# 068528 8/23/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301 LICENSES & TAXES	\$2,011.00		MOTOR VEHICLE 037
Total DL AND MV-MN DEPT PUB SAFETY	\$2,011.00		
Paid Chk# 068529 8/23/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301 LICENSES & TAXES	\$41.50		DRIVERS LICENSE 037
Total DL AND MV-MN DEPT PUB SAFETY	\$41.50		
Paid Chk# 068530 8/24/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301 LICENSES & TAXES	\$3,237.50		MOTOR VEHICLE #038
Total DL AND MV-MN DEPT PUB SAFETY	\$3,237.50		
Paid Chk# 068531 8/24/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301 LICENSES & TAXES	\$58.50		DRIVERS LICENSE #038
Total DL AND MV-MN DEPT PUB SAFETY	\$58.50		
Paid Chk# 068532 8/25/2016 AFLAC			
G 101-21713 AFLAC ACCIDENT WITHHOLDING	\$82.31		EMPLOYEE CHECK WITHHOLDING
G 101-21712 AFLAC CANCER WITHHOLDING	\$51.96		EMPLOYEE CHECK WITHHOLDING
Total AFLAC	\$134.27		
Paid Chk# 068533 8/25/2016 AFSCME			
G 101-21723 AFSCME UNION WITHHOLDING	\$262.33		EMPLOYEE UNION DUES
Total AFSCME	\$262.33		
Paid Chk# 068534 8/25/2016 BLUE CROSS BLUE SHIELD OF MN			
G 101-21718 HEALTH INS PRETAX W/H	\$82.00		EMPLOYEE CHECK WITHHOLDING
Total BLUE CROSS BLUE SHIELD OF MN	\$82.00		
Paid Chk# 068535 8/25/2016 LELS			
G 101-21724 LELS UNION WITHHOLDING	\$63.02		POLICE UNION DUES



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

Paid Chk#	8/25/2016	CARLSON TREE SERVICE	Check Amt	Invoice	Comment
E 101-431-321	OTHER CONTRACTUAL SERVICE	\$1,080.00	132940		TREE REMOVAL AT CITY PARK/2ND AND SOUTH
Total	CARLSON TREE SERVICE	\$1,080.00			
Paid Chk# 068543	8/25/2016	DAKOTA TOM S INC.			
E 601-491-908	LIQUOR-PREPARED FOOD RESA	\$38.64	467519		LQ STORE FOOD FOR RESALE
Total	DAKOTA TOM S INC.	\$38.64			
Paid Chk# 068544	8/25/2016	DEMCO			
E 101-441-201	OFFICE SUPPLIES	\$162.00	5934530		LIBRARY SUPPLIES
Total	DEMCO	\$162.00			
Paid Chk# 068545	8/25/2016	DOLL DISTRIBUTING, LLC			
E 601-491-903	BEER PURCHASES	\$4,490.55	662582		LQ STORE BEER
Total	DOLL DISTRIBUTING, LLC	\$4,490.55			
Paid Chk# 068546	8/25/2016	ECOLAB, INC.			
E 601-491-321	OTHER CONTRACTUAL SERVICE	\$110.57	8194359		LQ STORE PEST CONTROL
E 201-471-222	MAINTENANCE & REPAIR-BUILDI	\$122.40	8194363		MULTIPURPOSE CENTER PEST CONTROL
Total	ECOLAB, INC.	\$232.97			
Paid Chk# 068547	8/25/2016	EMPIRE PIPE SERVICES			
E 413-485-321	OTHER CONTRACTUAL SERVICE	\$13,469.60	2014-02		TELEVISION SANITARY SEWER MAIN
Total	EMPIRE PIPE SERVICES	\$13,469.60			
Paid Chk# 068548	8/25/2016	G & K SERVICES			
E 101-441-321	OTHER CONTRACTUAL SERVICE	\$62.11	1007554150		LIBRARY MAT CLEANING SERVICES
Total	G & K SERVICES	\$62.11			
Paid Chk# 068549	8/25/2016	JAMES LOZINSKI CONST INC			
E 802-417-801	TEMPORARY LOANS	\$5,000.00			RICHARD BJORKLUND/875 CENTER ST
Total	JAMES LOZINSKI CONST INC	\$5,000.00			
Paid Chk# 068550	8/25/2016	JOHN DEERE FINANCIAL			
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$37.18	2141044		CEMETERY MOWER PARTS
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$4.02	2141261		CEMETERY MOWER BLADE BOLT
Total	JOHN DEERE FINANCIAL	\$41.20			

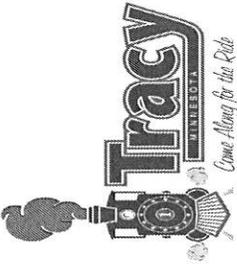
CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

Paid Chk#	8/25/2016	JOHNSON BROTHERS LIQUOR CO.	Check Amt	Invoice	Comment
E 601-491-901		FREIGHT ON LIQUOR & BEER	\$23.85	5518365	LQ STORE FREIGHT
E 601-491-902		LIQUOR PURCHASES	\$1,093.75	5518365	LQ STORE LIQUOR
Total		JOHNSON BROTHERS LIQUOR CO.	\$1,117.60		
Paid Chk# 068552	8/25/2016	JOHNSON, DAVID C.			
E 601-491-321		OTHER CONTRACTUAL SERVICE	\$42.00	734179	LQ STORE-CLEANING BEER LINES
Total		JOHNSON, DAVID C.	\$42.00		
Paid Chk# 068553	8/25/2016	LARSON, STEVE			
E 101-421-321		OTHER CONTRACTUAL SERVICE	\$66.00		PD DOG POUND FEES
Total		LARSON, STEVE	\$66.00		
Paid Chk# 068554	8/25/2016	LYON COUNTY ATTORNEY			
E 101-416-321		OTHER CONTRACTUAL SERVICE	\$80.00	2820	STATE OF MN VS MARTIN SOLIS
Total		LYON COUNTY ATTORNEY	\$80.00		
Paid Chk# 068555	8/25/2016	MAILFINANCE			
E 101-413-321		OTHER CONTRACTUAL SERVICE	\$283.20	H6091352	LEASE PAYMENT FOR POSTAGE MACHINE 9-20-16 THRU 12-19-16
Total		MAILFINANCE	\$283.20		
Paid Chk# 068556	8/25/2016	MARCO DALLAS			
E 101-441-321		OTHER CONTRACTUAL SERVICE	\$278.50	19233631	LIBRARY COPIER LEASE/COPIES
E 601-491-321		OTHER CONTRACTUAL SERVICE	\$125.33	19233632	LQ STORE COPIER LEASE/COPIES
E 101-421-201		OFFICE SUPPLIES	\$86.87	19233633	PD COPIER LEASE
Total		MARCO DALLAS	\$490.70		
Paid Chk# 068557	8/25/2016	MIDWEST SUPPLY CO.			
E 101-421-201		OFFICE SUPPLIES	\$5.49	231680	PD SUPPLIES
E 101-418-222		MAINTENANCE & REPAIR-BUILD	\$24.98	231759	VMC SUPPLIES
E 601-491-222		MAINTENANCE & REPAIR-BUILD	\$15.49	231759	LQ STORE SUPPLIES
E 101-431-223		MAINTENANCE & REPAIR-OTHER	\$9.99	231768	STREET DEPT- CHAIN OIL
E 101-431-223		MAINTENANCE & REPAIR-OTHER	\$14.97	231776	SHOP TOOL-TAPE MEASURE
E 602-492-222		MAINTENANCE & REPAIR-BUILD	\$25.98	231799	SHOP TOWELS
E 101-431-223		MAINTENANCE & REPAIR-OTHER	\$67.90	231799	WELDING CAPE
E 101-441-222		MAINTENANCE & REPAIR-BUILD	\$53.98	231817	LIBRARY CLEANING SUPPLIES



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
E 101-418-222	\$29.88	231817	VMC CLEANING SUPPLIES
E 203-461-221	\$37.50	231825	CEMETERY MOWER BLADES
E 601-491-201	\$74.99	231826	LQ STORE PHONES
E 101-431-222	\$9.99	231907	SWIFT LAKE/CENTRAL PARK CLEANING SUPPLIES
E 101-418-222	\$7.95	231935	VMC-MOWER BLADES
E 101-431-223	\$4.05	231939	KEY RINGS
Total	\$383.14		
<hr/>			
Paid Chk# 068558	8/25/2016	MN DEPT HEALTH	
E 602-492-301	\$1,467.00		WATER SUPPLY SERVICE CONNECTION FEE
Total	\$1,467.00		
<hr/>			
Paid Chk# 068559	8/25/2016	MN ENERGY RESOURCES CORP	
E 407-417-271	\$13.69		466 5TH ST UTILITIES
Total	\$13.69		
<hr/>			
Paid Chk# 068560	8/25/2016	MOSS & BARNETT, P.A	
E 101-463-321	\$1,635.50	652112	LEGAL SERVICES RENDERED WITH CHARTER FRANCHISE RENEWAL
Total	\$1,635.50		
<hr/>			
Paid Chk# 068561	8/25/2016	NATIONAL GEOGRAPHIC SOCIETY	
E 101-441-291	\$34.00		LIBRARY SUBSCRIPTION
Total	\$34.00		
<hr/>			
Paid Chk# 068562	8/25/2016	OLD DUTCH FOODS INC	
E 601-491-909	\$19.60	27713321	LQ STORE FOOD FOR RESALE
Total	\$19.60		
<hr/>			
Paid Chk# 068563	8/25/2016	PAUSTIS WINE COMPANY	
E 601-491-902	\$577.50	8559278-IN	LQ STORE LIQUOR
E 601-491-901	\$10.50	8559278-IN	LQ STORE FREIGHT
Total	\$588.00		
<hr/>			
Paid Chk# 068564	8/25/2016	PHILLIPS WINE & SPIRITS	
E 601-491-902	\$2,292.30	2027828	LQ STORE LIQUOR
E 601-491-901	\$39.75	2027828	LQ STORE FREIGHT



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
Total PHILLIPS WINE & SPIRITS	\$2,332.05		
Paid Chk# 068565 8/25/2016 SCHULTZ, ALLEN			
E 602-492-241 TRAVEL CONFERENCES & SCHO	\$9.22		REIMBURSEMENT FOR FOOD WHILE AT TRAINING
Total SCHULTZ, ALLEN	\$9.22		
Paid Chk# 068566 8/25/2016 SOUTHERN GLAZERS OF MN			
E 601-491-902 LIQUOR PURCHASES	\$352.60	1443164	LQ STORE LIQUOR
E 601-491-901 FREIGHT ON LIQUOR & BEER	\$3.70	1443164	LQ STORE FREIGHT
Total SOUTHERN GLAZERS OF MN	\$356.30		
Paid Chk# 068567 8/25/2016 STREICHER S			
E 101-421-125 UNIFORM ALLOWANCE	\$94.99	11217396	A HANSEN UNIFORM ALLOWANCE -PD
Total STREICHER S	\$94.99		
Paid Chk# 068568 8/25/2016 SWEETMAN SAND & GRAVEL, INC			
E 101-431-223 MAINTENANCE & REPAIR-OTHER	\$864.00	31205	CL5 FOR ALLEYS
E 602-492-223 MAINTENANCE & REPAIR-OTHER	\$288.00	31205	CL5 FOR MAIN BREAKS
E 203-461-223 MAINTENANCE & REPAIR-OTHER	\$288.00	31205	CL5 FOR CEMETERY ROADS
Total SWEETMAN SAND & GRAVEL, INC	\$1,440.00		
Paid Chk# 068569 8/25/2016 TAUER, ABAGAEI			
E 607-451-241 TRAVEL CONFERENCES & SCHO	\$37.50		REIMBURSEMENT FOR 1/2 LIFE GUARD TRAINING
Total TAUER, ABAGAEI	\$37.50		
Paid Chk# 068570 8/25/2016 TAUER, ALEXIS			
E 607-451-241 TRAVEL CONFERENCES & SCHO	\$37.50		REIMBURSEMENT FOR 1/2 LIFE GUARD TRAINING
Total TAUER, ALEXIS	\$37.50		
Paid Chk# 068571 8/25/2016 TRACY AUTO BATH			
E 101-424-221 MAINTENANCE & REPAIR-EQUIP	\$200.00	20160006	FIRE DEPT TOKENS FOR CAR WASH
Total TRACY AUTO BATH	\$200.00		
Paid Chk# 068572 8/25/2016 TRACY FOOD PRIDE			
E 201-471-905 RESALE PURCHASES	\$3.19	5529/132	MULTIPURPOSE CTR FOOD FOR RESALE
E 201-471-905 RESALE PURCHASES	\$30.65	5529/22	MULTIPURPOSE CTR FOOD FOR RESALE
E 607-451-222 MAINTENANCE & REPAIR-BUILD	\$7.89	5529/4	AQ TRASH BAGS



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

Check Amt	Invoice	Comment
\$12.67	5529/97	MULTIPURPOSE CTR FOOD FOR RESALE
\$54.40		
Total TRACY FOOD PRIDE		
Paid Chk# 068573 8/25/2016 TRACY PUBLISHING CO.		
\$2.40	90742	PD SUPPLIES
\$6.75	91337	EDA SUPPLIES
\$136.50	96614	ACTIVE LIVING AD
\$145.65		
Total TRACY PUBLISHING CO.		
Paid Chk# 068574 8/25/2016 USABEL LIFE		
\$12.95		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$35.65		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$88.45		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$41.98		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$11.55		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$95.02		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$14.45		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$46.01		SEPT 16 EMPLOYEE LIFE, STT AND ADD INSURANCE
\$346.06		
Total USABEL LIFE		
Paid Chk# 068575 8/25/2016 VARIETY FOODS LLC		
\$3.00	1228873	LQ STORE FREIGHT
\$872.42	1228873	LQ STORE CIGARETTES
\$128.33	1228873	LQ STORE SUPPLIES
\$1,003.75		
Total VARIETY FOODS LLC		
Paid Chk# 068576 8/25/2016 VERIZON WIRELESS		
\$59.41		PD COMMUNICATIONS
\$10.98		BUILDING INSPEC COMMUNICATIONS
\$35.01		PD COMMUNICATIONS
\$35.01		PD COMMUNICATIONS
\$10.99		BUILDING INSPEC COMMUNICATIONS
\$22.12		GROUP LEADER COMMUNICATIONS
\$22.12		WATER DEPT COMMUNICATIONS
\$32.95		STREET DEPT COMMUNICATIONS
\$10.98		BUILDING INSPEC COMMUNICATIONS

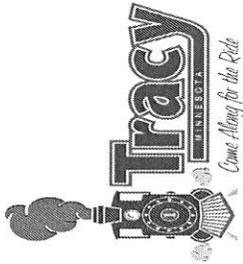
CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
Total	VERIZON WIRELESS	\$239.57	
Paid Chk# 068577	8/25/2016	VIKING COCA - COLA BOTTLING	
E 601-491-904	MIX PURCHASES	\$115.50	1775749 LQ STORE POP FOR MIXES
Total	VIKING COCA - COLA BOTTLING	\$115.50	
Paid Chk# 068578	8/25/2016	XCEL ENERGY	
E 101-432-271	UTILITIES	\$124.47	512806163 421 SOUTH ST UTILITIES
E 101-426-271	UTILITIES	\$16.03	512947362 GREENWOOD FIRE SIREN UTILITIES
Total	XCEL ENERGY	\$140.50	
Paid Chk# 068579	8/25/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$3,045.75	MOTOR VEHICLE 039
Total	DL AND MV-MN DEPT PUB SAFETY	\$3,045.75	
Paid Chk# 068580	8/25/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$89.25	DRIVERS LICENSE 039
Total	DL AND MV-MN DEPT PUB SAFETY	\$89.25	
Paid Chk# 068581	8/26/2016	ENFORCEMENT LIGHTING, LLC	
E 800-421-501	EQUIPMENT & IMPROVEMENTS	\$10,200.00	2017 PD FORD SUV LIGHTING
Total	ENFORCEMENT LIGHTING, LLC	\$10,200.00	
Paid Chk# 068582	8/26/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$6,132.88	MOTOR VEHICLE #040
Total	DL AND MV-MN DEPT PUB SAFETY	\$6,132.88	
Paid Chk# 068583	8/26/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$89.50	DRIVERS LICENSE #040
Total	DL AND MV-MN DEPT PUB SAFETY	\$89.50	
Paid Chk# 068584	8/29/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$67.00	DRIVERS LICENSE 041
Total	DL AND MV-MN DEPT PUB SAFETY	\$67.00	
Paid Chk# 068585	8/29/2016	DL AND MV-MN DEPT PUB SAFETY	
E 605-495-301	LICENSES & TAXES	\$4,476.00	MOTOR VEHICLE 041



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Total DL AND MV-MN DEPT PUB SAFETY	\$4,476.00		
Paid Chk# 068586 8/30/2016 TRACY POST OFFICE			
E 604-494-201 OFFICE SUPPLIES	\$245.27		WATER BILL POSTAGE
Total TRACY POST OFFICE	\$245.27		
Paid Chk# 068587 8/30/2016 SOUTHWEST SANITATION, INC.			
E 604-494-321 OTHER CONTRACTUAL SERVICE	\$9,726.04		MONTHLY REFUSE CONTRACT
Total SOUTHWEST SANITATION, INC.	\$9,726.04		
Paid Chk# 068588 8/30/2016 COOREMAN, COLE & JENNIFER			
E 413-485-331 MISCELLANEOUS	\$1,650.00		WASTEWATER PROJECT EASEMENT
Total COOREMAN, COLE & JENNIFER	\$1,650.00		
Paid Chk# 068589 8/30/2016 LEROHL, BRUCE & JEANETTE			
E 413-485-331 MISCELLANEOUS	\$1,777.00		WASTEWATER PROJECT EASEMENT
Total LEROHL, BRUCE & JEANETTE	\$1,777.00		
Paid Chk# 068590 8/30/2016 ERBES, KIM & KAREN			
E 413-485-331 MISCELLANEOUS	\$904.00		WASTEWATER PROJECT EASEMENT
Total ERBES, KIM & KAREN	\$904.00		
Paid Chk# 068591 8/30/2016 US POSTAL SERVICE			
E 101-441-201 OFFICE SUPPLIES	\$45.00		POSTAGE
E 605-495-201 OFFICE SUPPLIES	\$1,035.00		POSTAGE
E 602-492-201 OFFICE SUPPLIES	\$1,035.00		POSTAGE
E 601-491-201 OFFICE SUPPLIES	\$45.00		POSTAGE
E 411-417-223 MAINTENANCE & REPAIR-OTHER	\$45.00		POSTAGE
E 407-417-223 MAINTENANCE & REPAIR-OTHER	\$45.00		POSTAGE
E 405-417-223 MAINTENANCE & REPAIR-OTHER	\$45.00		POSTAGE
E 203-461-201 OFFICE SUPPLIES	\$45.00		POSTAGE
E 607-451-201 OFFICE SUPPLIES	\$90.00		POSTAGE
E 101-462-223 MAINTENANCE & REPAIR-OTHER	\$45.00		POSTAGE
E 101-432-223 MAINTENANCE & REPAIR-OTHER	\$45.00		POSTAGE
E 101-431-201 OFFICE SUPPLIES	\$45.00		POSTAGE
E 101-424-201 OFFICE SUPPLIES	\$45.00		POSTAGE
E 101-421-201 OFFICE SUPPLIES	\$225.00		POSTAGE

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	Check Amt	Invoice	Comment
E 101-418-331	\$45.00		POSTAGE
E 101-413-201	\$1,035.00		POSTAGE
E 201-471-201	\$45.00		POSTAGE
E 802-417-331	\$45.00		POSTAGE
E 806-417-201	\$135.00		POSTAGE
E 808-425-223	\$90.00		POSTAGE
E 101-425-201	\$45.00		POSTAGE
E 608-498-201	\$225.00		POSTAGE
Total US POSTAL SERVICE	\$4,500.00		
Paid Chk# 068592 8/30/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	\$4,263.00		MOTOR VEHICLE 042
Total DL AND MV-MN DEPT PUB SAFETY	\$4,263.00		
Paid Chk# 068593 8/30/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	\$20.50		DRIVERS LICENSE #042
Total DL AND MV-MN DEPT PUB SAFETY	\$20.50		
Paid Chk# 068594 8/31/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	\$45.75		DRIVERS LICENSE 043
Total DL AND MV-MN DEPT PUB SAFETY	\$45.75		
Paid Chk# 068595 8/31/2016 DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	\$2,911.00		MOTOR VEHICLE 043
Total DL AND MV-MN DEPT PUB SAFETY	\$2,911.00		
Paid Chk# 068596 9/1/2016 AMERIPRIDE LINEN & APPAREL INC			
E 601-491-321	\$112.29	2800668431	LQ STORE TOWEL & RUG SERVICE
Total AMERIPRIDE LINEN & APPAREL INC	\$112.29		
Paid Chk# 068597 9/1/2016 BAKER & TAYLOR BOOKS			
E 101-441-435	\$43.34	2032242587	LIBRARY BOOKS
Total BAKER & TAYLOR BOOKS	\$43.34		
Paid Chk# 068598 9/1/2016 ARCTIC GLACIER			
E 601-491-907	\$39.70	1949624006	LQ STORE ICE
E 601-491-907	\$249.52	1949624319	LQ STORE ICE

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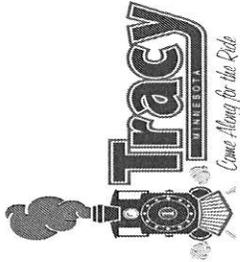


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Paid Chk#	Check Amt	Invoice	Comment
Total	\$289.22		
Paid Chk# 068599	9/1/2016	BEVERAGE WHOLESALERS, INC.	
E 601-491-903	BEER PURCHASES	\$2,486.22	616646 LQ STORE BEER
Total	BEVERAGE WHOLESALERS, INC.	\$2,486.22	
Paid Chk# 068600	9/1/2016	BANYON DATA SYSTEMS, INC.	
E 101-413-321	OTHER CONTRACTUAL SERVICE	\$195.00	00154671 FUND ACCOUNTING SUPPORT
Total	BANYON DATA SYSTEMS, INC.	\$195.00	
Paid Chk# 068601	9/1/2016	BREAKTHRU BEVERAGE MN WINE	
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$11.56	1080517726 LQ STORE FREIGHT
E 601-491-902	LIQUOR PURCHASES	\$621.35	1080517726 LQ STORE LIQUOR
Total	BREAKTHRU BEVERAGE MN WINE	\$632.91	
Paid Chk# 068602	9/1/2016	DAKOTA SUPPLY GROUP	
E 603-493-221	MAINTENANCE & REPAIR-EQUIP	\$6,993.17	C329140 REPLACEMENT HYDRANTS & VALVES
Total	DAKOTA SUPPLY GROUP	\$6,993.17	
Paid Chk# 068603	9/1/2016	DOLL DISTRIBUTING, LLC	
E 601-491-903	BEER PURCHASES	\$3,699.80	666833 LQ STORE BEER
Total	DOLL DISTRIBUTING, LLC	\$3,699.80	
Paid Chk# 068604	9/1/2016	EMERGENCY APPARATUS MAINT, INC	
E 101-424-221	MAINTENANCE & REPAIR-EQUIP	\$768.21	87802 1116 FIRE TRUCK PUMP TESTING
E 101-424-221	MAINTENANCE & REPAIR-EQUIP	\$1,639.33	87803 1117 FIRE TRUCK PUMP TESTING
E 101-424-221	MAINTENANCE & REPAIR-EQUIP	\$2,340.86	87804 1118 FIRE TRUCK PUMP TESTING
Total	EMERGENCY APPARATUS MAINT, INC	\$4,748.40	
Paid Chk# 068605	9/1/2016	G & R ELECTRIC	
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$411.02	35674 REPLACED RECEPTACLES/SWITCHES IN GYM
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$500.24	35717 INSTALLED POWER TO TRACY BUSINESS SIGN
Total	G & R ELECTRIC	\$911.26	
Paid Chk# 068606	9/1/2016	HEGGIES PIZZA LLC	
E 601-491-908	LIQUOR-PREPARED FOOD RESA	\$78.75	2246478 LQ STORE PIZZA
Total	HEGGIES PIZZA LLC	\$78.75	

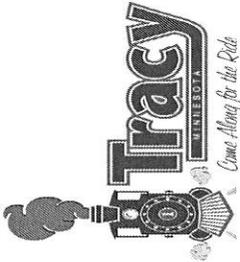
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Paid Chk#	9/1/2016	JOHNSON BROTHERS LIQUOR CO.	Check Amt	Invoice	Comment
E 601-491-901		FREIGHT ON LIQUOR & BEER	\$31.01	5523902	LQ STORE FREIGHT
E 601-491-902		LIQUOR PURCHASES	\$1,489.35	5523902	LQ STORE LIQUOR
Total		JOHNSON BROTHERS LIQUOR CO.	\$1,520.36		
Paid Chk#	068608	9/1/2016	LYON COUNTY IMPLEMENT		
E 801-431-501		EQUIPMENT & IMPROVEMENTS	\$38,000.00	04323801	ST DEPT SKID STEER REPLACEMENT
E 602-492-501		EQUIPMENT & IMPROVEMENTS	\$5,000.00	04323801	ST DEPT SKID STEER REPLACEMENT
Total		LYON COUNTY IMPLEMENT	\$43,000.00		
Paid Chk#	068609	9/1/2016	MIDWEST SUPPLY CO.		
E 602-492-221		MAINTENANCE & REPAIR-EQUIP	\$1.98	231945	BRUSH FOR GREASING FIRE HYDRANTS
E 101-431-221		MAINTENANCE & REPAIR-EQUIP	\$2.99	232029	SPARK PLUG
E 203-461-221		MAINTENANCE & REPAIR-EQUIP	\$14.60	232062	MOWER TUBE
E 203-461-221		MAINTENANCE & REPAIR-EQUIP	\$6.40	232063	MOWER TUBE
E 101-418-222		MAINTENANCE & REPAIR-BUILD	\$50.37	232170	VMC CLEANING SUPPLY
Total		MIDWEST SUPPLY CO.	\$76.34		
Paid Chk#	068610	9/1/2016	ONE OFFICE SOLUTION		
E 601-491-201		OFFICE SUPPLIES	\$42.94	1567288-0	LQ STORE THERMAL PAPER
Total		ONE OFFICE SOLUTION	\$42.94		
Paid Chk#	068611	9/1/2016	THAO, MAY		
G 602-22600		DEPOSITS	\$40.59		WATER DEPOSIT REFUND
Total		THAO, MAY	\$40.59		
Paid Chk#	068612	9/1/2016	TRACY ACE HOME CENTER		
E 101-431-223		MAINTENANCE & REPAIR-OTHER	\$23.99	B10158	SHOP SHOVEL
E 101-418-222		MAINTENANCE & REPAIR-BUILD	\$11.98	B10211	VMC REPAIR
E 101-418-222		MAINTENANCE & REPAIR-BUILD	\$54.65	B10328	VMC 12 X 12 TILE
E 601-491-222		MAINTENANCE & REPAIR-BUILD	\$13.95	B10328	LQ STORE 2X 4 TILE, STAPLE, WASHER
Total		TRACY ACE HOME CENTER	\$104.57		
Paid Chk#	068613	9/1/2016	TRACY AUTO VALUE		
E 203-461-221		MAINTENANCE & REPAIR-EQUIP	\$12.99	35066831	77 DODGE FUEL PUMP
Total		TRACY AUTO VALUE	\$12.99		



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	Check Amt	Invoice	Comment
Paid Chk# 068614		9/1/2016	TRACY FOOD PRIDE
E 201-471-905	\$16.77	5529 / 107	MULTIPURPOSE CTR FOOD FOR RESALE
E 201-471-905	\$15.72	5529 / 88	MULTIPURPOSE CTR FOOD FOR RESALE
Total	\$32.49		
Paid Chk# 068615		9/1/2016	VARIETY FOODS LLC
E 601-491-909	\$18.54	1230205	LQ STORE PKG FOOD FOR RESALE
E 601-491-906	\$397.10	1230205	LQ STORE CIGARETTES
E 601-491-908	\$23.85	1230205	LQ STORE PREPARED FOOD FOR RESALE
E 601-491-901	\$3.00	1230205	LQ STORE FREIGHT
E 601-491-907	\$109.36	1230205	LQ STORE SUPPLIES
Total	\$551.85		
Paid Chk# 068616		9/1/2016	PETTY CASH-LIQUOR STORE
E 601-491-331	\$5,400.00		LQ STORE- LABOR DAY PETTY CASH
Total	\$5,400.00		
Paid Chk# 068617		8/26/2016	WESTERN COMMUNITY ACTION
G 802-15800	\$16,014.00		GRANT DRAW DOWN
Total	\$16,014.00		
Paid Chk# 068618		9/1/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	\$7,806.25		MOTOR VEHICLE #044
Total	\$7,806.25		
Paid Chk# 068619		9/1/2016	DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	\$53.50		DRIVERS LICENSE #044
Total	\$53.50		
Paid Chk# 068620		9/2/2016	EDWARDS, DOUG
E 407-417-321	\$125.00		5TH ST APT MOWING/SNOW CONTRACT-AUGUST 2016
E 405-417-321	\$150.00		EASTVIEW APT MOWING/SNOW CONTRACT-AUGUST 2016
E 411-417-321	\$375.00		ORCHARD LANE MOWING/SNOW CONTRACT AUG 2016
Total	\$650.00		

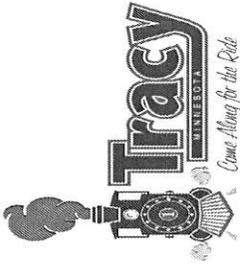


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Paid Chk#	Invoice	Check Amt	Comment
Paid Chk# 068621	9/2/2016 EDWARDS, JOHN		
E 411-417-321	OTHER CONTRACTUAL SERVICE	\$375.00	ORCHARD LANE MOWING/SNOW CONTRACT AUG 2016
E 405-417-321	OTHER CONTRACTUAL SERVICE	\$150.00	EASTVIEW APT MOWING/SNOW CONTRACT-AUGUST 2016
E 407-417-321	OTHER CONTRACTUAL SERVICE	\$125.00	5TH ST APT MOWING/SNOW CONTRACT-AUGUST 2016
Total EDWARDS, JOHN		\$650.00	
Paid Chk# 068622	9/6/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$8,399.75	MOTOR VEHICLE 045
Total DL AND MV-MN DEPT PUB SAFETY		\$8,399.75	
Paid Chk# 068623	9/6/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$141.25	DRIVERS LICENSE 045
Total DL AND MV-MN DEPT PUB SAFETY		\$141.25	
Paid Chk# 068624	9/6/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$1,792.75	MOTOR VEHICLE #046
Total DL AND MV-MN DEPT PUB SAFETY		\$1,792.75	
Paid Chk# 068625	9/6/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$125.75	DRIVERS LICENSE #046
Total DL AND MV-MN DEPT PUB SAFETY		\$125.75	
Paid Chk# 068626	9/7/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$71.50	DRIVERS LICENSE 047
Total DL AND MV-MN DEPT PUB SAFETY		\$71.50	
Paid Chk# 068627	9/7/2016 DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES	\$1,568.75	MOTOR VEHICLE 047
Total DL AND MV-MN DEPT PUB SAFETY		\$1,568.75	
Paid Chk# 068628	9/7/2016 LICHTY, APRIL		
E 601-491-103	TEMPORARY & PART-TIME WAG	\$140.00	LQ STORE LABOR DAY WEEKEND
Total LICHTY, APRIL		\$140.00	
Paid Chk# 068629	9/8/2016 AFLAC		

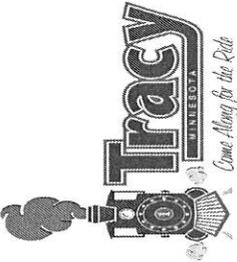


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	Check Amt	Invoice	Comment
G 101-21713 AFLAC ACCIDENT WITHHOLDING	\$82.31		EMPLOYEE CHECK WITHHOLDING
G 101-21712 AFLAC CANCER WITHHOLDING	\$51.96		EMPLOYEE CHECK WITHHOLDING
Total AFLAC	\$134.27		
Paid Chk# 068630 9/8/2016 AFSCME			
G 101-21723 AFSCME UNION WITHHOLDING	\$287.19		EMPLOYEE UNION DUES
Total AFSCME	\$287.19		
Paid Chk# 068631 9/8/2016 BLUE CROSS BLUE SHIELD OF MN			
G 101-21718 HEALTH INS PRETAX W/H	\$82.00		EMPLOYEE CHECK WITHHOLDING
Total BLUE CROSS BLUE SHIELD OF MN	\$82.00		
Paid Chk# 068632 9/8/2016 LELS			
G 101-21724 LELS UNION WITHHOLDING	\$63.03		POLICE UNION DUES
Total LELS	\$63.03		
Paid Chk# 068633 9/8/2016 NCPERS			
G 101-21711 NCPERS WITHHOLDING	\$88.00		EMPLOYEE CHECK WITHHOLDING
Total NCPERS	\$88.00		
Paid Chk# 068634 9/8/2016 USABEL LIFE			
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$8.35		HINZ, LUANN JOAN
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$3.15		BURCH, KIMBERLY JO
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$7.53		LAU, SANDRA R.
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$1.30		SCHULTZ, ALLEN JEFFERY
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$20.80		RYKHUS, BRUCE
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$7.20		LICHTY, APRIL LEIGH
G 101-21716 LIFE INS PRETAX WITHHOLDING	\$2.49		FASTENAU, ROCHELLE, M
Total USABEL LIFE	\$50.82		
Paid Chk# 068635 9/8/2016 ARCTIC GLACIER			
E 601-491-907 LIQUOR-STORE SUPPLIES	\$85.28	1949624716	LQ STORE ICE
Total ARCTIC GLACIER	\$85.28		
Paid Chk# 068636 9/8/2016 AVI SYSTEMS INC			
E 801-418-501 EQUIPMENT & IMPROVEMENTS	\$34,901.60	88439838	COUNCIL TV EQUIPMENT
Total AVI SYSTEMS INC	\$34,901.60		



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	Check Amt	Invoice	Comment
Paid Chk# 068637	9/8/2016	BADGER METER, INC.	
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$600.60	1117199 TRUMBLE SERVICE CONTRACT
Total	BADGER METER, INC.	\$600.60	
Paid Chk# 068638	9/8/2016	BAKER & TAYLOR BOOKS	
E 101-441-435	BOOKS	\$70.29	2032244009 LIBRARY BOOKS
Total	BAKER & TAYLOR BOOKS	\$70.29	
Paid Chk# 068639	9/8/2016	BEVERAGE WHOLESALERS, INC.	
E 601-491-903	BEER PURCHASES	\$1,475.10	617629 LQ STORE BEER
Total	BEVERAGE WHOLESALERS, INC.	\$1,475.10	
Paid Chk# 068640	9/8/2016	BREAKTHRU BEVERAGE MN WINE	
E 601-491-902	LIQUOR PURCHASES	\$422.00	1080520869 LQ STORE LIQUOR
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$5.55	1080520869 LQ STORE FREIGHT
Total	BREAKTHRU BEVERAGE MN WINE	\$427.55	
Paid Chk# 068641	9/8/2016	BURCH, KIMBERLY	
E 601-491-103	TEMPORARY & PART-TIME WAG	\$75.00	LQ STORE LABOR DAY WEEKEND HOURS
Total	BURCH, KIMBERLY	\$75.00	
Paid Chk# 068642	9/8/2016	BURCH, KORY	
E 601-491-103	TEMPORARY & PART-TIME WAG	\$90.00	LQ STORE LABOR DAY WEEKEND HOURS
Total	BURCH, KORY	\$90.00	
Paid Chk# 068643	9/8/2016	CARON,MADELINE	
E 607-451-241	TRAVEL CONFERENCES & SCHO	\$61.64	1/2 WSI TRAINING REIMBURSEMENT
Total	CARON,MADELINE	\$61.64	
Paid Chk# 068644	9/8/2016	CENTURYLINK	
E 101-462-231	COMMUNICATIONS-TELEPHONE	\$31.10	5076298290 AIRPORT COMMUNICATIONS
Total	CENTURYLINK	\$31.10	
Paid Chk# 068645	9/8/2016	CITYSERVICEVALCON	
E 101-462-905	RESALE PURCHASES	\$7,403.87	0145041 AVIATION GASOLINE
Total	CITYSERVICEVALCON	\$7,403.87	

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Paid Chk#	Invoice	Check Amt	Invoice	Comment
CULLIGAN WATER CONDITIONING				
E 201-471-271	UTILITIES	\$8.01		MULTIPURPOSE CTR SALT
E 101-418-271	UTILITIES	\$28.00		PD WATER COOLER RENT/WATER
E 607-451-271	UTILITIES	\$42.00		AQ WATER/ EQUIP MAINTENANCE
E 602-492-271	UTILITIES	\$40.00		WATER DEPT COOLER RENT/WATER
E 101-418-271	UTILITIES	\$12.00		VMC WATER
E 601-491-271	UTILITIES	\$16.00		LQ STORE COOLER RENT/WATER
Total	CULLIGAN WATER CONDITIONING	\$146.01		
DEBBAUT, ADAM				
Paid Chk# 068647	9/8/2016		DEBBAUT, ADAM	
E 601-491-103	TEMPORARY & PART-TIME WAG	\$95.00		LQ STORE LABOR DAY WEEKEND HOURS
Total	DEBBAUT, ADAM	\$95.00		
DESMET WELDORS & MACHINE CO.				
Paid Chk# 068648	9/8/2016		DESMET WELDORS & MACHINE CO.	
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$9.00	0077079	9030 FORD BRACKET
Total	DESMET WELDORS & MACHINE CO.	\$9.00		
DILLY, MARSHA ANN				
Paid Chk# 068649	9/8/2016		DILLY, MARSHA ANN	
E 601-491-103	TEMPORARY & PART-TIME WAG	\$27.50		LQ STORE LABOR DAY WEEKEND HOURS
Total	DILLY, MARSHA ANN	\$27.50		
DOLL DISTRIBUTING, LLC				
Paid Chk# 068650	9/8/2016		DOLL DISTRIBUTING, LLC	
E 601-491-903	BEER PURCHASES	\$1,540.25	670778	LQ STORE BEER
Total	DOLL DISTRIBUTING, LLC	\$1,540.25		
DUININCK INC				
Paid Chk# 068651	9/8/2016		DUININCK INC	
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$688.94	523366	POTHOLE PATCH
E 603-493-223	MAINTENANCE & REPAIR-OTHER	\$688.94	523366	WATER SERVICE PATCH
Total	DUININCK INC	\$1,377.88		
GOPHER STATE ONE CALL				
Paid Chk# 068652	9/8/2016		GOPHER STATE ONE CALL	
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$6.75	6080755	GOPHER ONE TICKETS
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$6.75	6080755	GOPHER ONE TICKETS
Total	GOPHER STATE ONE CALL	\$13.50		
GRAHAM TIRE WORTHINGTON				
Paid Chk# 068653	9/8/2016		GRAHAM TIRE WORTHINGTON	
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$197.17	8491337	OLD GRASS RIG TIRES



CITY OF TRACY

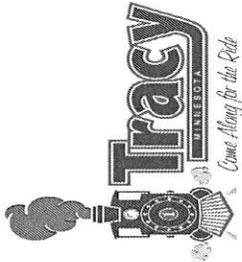
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AUGUST 2016 to SEPTEMBER 2016

Check Amt	Invoice	Comment
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$197.18 8491337 OLD GRASS RIG TIRES
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$197.17 8491337 OLD GRASS RIG TIRES
Total GRAHAM TIRE WORTHINGTON		\$591.52
Paid Chk# 068654	9/8/2016 HOYT OIL & CONVENIENCE	
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$288.75
Total HOYT OIL & CONVENIENCE		\$288.75
Paid Chk# 068655	9/8/2016 I & S GROUP INC	
E 413-485-321	OTHER CONTRACTUAL SERVICE	\$7,000.00 37088 PROGRESS BILLING FOR WASTEWATER IMPROVEMENTS
E 412-482-321	OTHER CONTRACTUAL SERVICE	\$4,598.45 37089 PROGRESS BILLING FOR 4TH ST RECONSTRUCTION
E 101-463-321	OTHER CONTRACTUAL SERVICE	\$1,803.75 37091 PROGRESS BILLING FOR GIS UPDATES
Total I & S GROUP INC		\$13,402.20
Paid Chk# 068656	9/8/2016 INDEPENDENT SCHOOL DIST #2904	
E 801-418-501	EQUIPMENT & IMPROVEMENTS	\$12,277.00
Total INDEPENDENT SCHOOL DIST #2904		\$12,277.00
Paid Chk# 068657	9/8/2016 JOHNSON BROTHERS LIQUOR CO.	
E 601-491-904	MIX PURCHASES	\$237.45 5529713 LQ STORE MIX
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$25.44 5529713 LQ STORE FREIGHT
E 601-491-902	LIQUOR PURCHASES	\$1,104.75 5529713 LQ STORE LIQUOR
Total JOHNSON BROTHERS LIQUOR CO.		\$1,367.64
Paid Chk# 068658	9/8/2016 LAVENDER, BRUCE	
E 601-491-103	TEMPORARY & PART-TIME WAG	\$105.00
Total LAVENDER, BRUCE		\$105.00
Paid Chk# 068659	9/8/2016 LAVOY S REPAIR	
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$15.75 39469 TORO TIRE REPAIR
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$465.00 39556 RIMS/TIRE LABOR- 1114 OLD GRASS RIG
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$155.00 39556 RIMS/TIRE LABOR-1114 OLD GRASS RIG
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$48.37 39632 9030 HYD HOSE
Total LAVOY S REPAIR		\$684.12
Paid Chk# 068660	9/8/2016 LEAGUE OF MN CITIES INS TRUST	

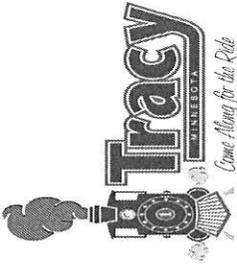
CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

Paid Chk#	Invoice	Check Amt	Invoice	Comment
E 101-463-261	INSURANCE & BONDS	\$250.00		CITY INSURANCE DEDUCTIBLE= JOSH SWENHAUGEN
Total	LEAGUE OF MN CITIES INS TRUST	\$250.00		
Paid Chk# 068661	9/8/2016 MARCO DALLAS			
E 101-431-201	OFFICE SUPPLIES	\$79.73		STREET DEPT- PRINTER LEASE
Total	MARCO DALLAS	\$79.73		
Paid Chk# 068662	9/8/2016 MARSHALL AREA CHAMBER			
E 101-417-321	OTHER CONTRACTUAL SERVICE	\$4,000.00	16050	EDA SERVICE CONTRACT
Total	MARSHALL AREA CHAMBER	\$4,000.00		
Paid Chk# 068663	9/8/2016 MARTINEZ, SUSANA ERICA			
E 601-491-103	TEMPORARY & PART-TIME WAG	\$80.00		LQ STORE LABOR DAY WEEKEND HOURS
Total	MARTINEZ, SUSANA ERICA	\$80.00		
Paid Chk# 068664	9/8/2016 MIDWEST SUPPLY CO.			
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$66.80	232094	SHOP TOOL-PSI WASHER TIP
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$93.75	232105	SHOP TOOL-PSI WASHER HOSE
E 101-421-221	MAINTENANCE & REPAIR-EQUIP	\$7.98	232142	PD WASHER FLUID
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$18.98	232172	STREET DEPT FLOOR DRY
E 101-431-125	UNIFORM ALLOWANCE	\$13.99	232212	D PETERSON UNIFORM ALLOWANCE
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$3.99	232220	WATER PLANTFILTER AIRDRYER
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$14.99	232224	SHOP VAC FILTER
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$42.25	232247	PARK BATHROOM BRUSH.HANDLE
E 602-492-222	MAINTENANCE & REPAIR-BUILD	\$25.98	232248	SHOP TOWELS
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$12.48	232259	WATER DEPT COUPLING/ADAPTER
E 101-462-222	MAINTENANCE & REPAIR-BUILD	\$9.48	232340	AIRPORT CLEANER/ HAND SOAP
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$66.63	232342	CHAIN SAW BLADES/ FLAG CLIPS
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$57.63	232345	SWEEPER INJECTORS
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$13.35	232348	SWEEPER INJECTORS
E 602-492-222	MAINTENANCE & REPAIR-BUILD	\$25.98	232381	WATER DEPT RAGS
E 602-492-222	MAINTENANCE & REPAIR-BUILD	\$10.99	232402	SHOP CLEANER
E 203-461-221	MAINTENANCE & REPAIR-EQUIP	\$6.15	232494	CEMETERY MOWER TUBE
Total	MIDWEST SUPPLY CO.	\$491.40		
Paid Chk# 068665	9/8/2016 MN ENERGY RESOURCES CORP			

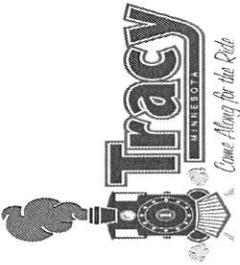


CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
E 101-418-271 UTILITIES	\$52.48		VMC UTILITIES
E 101-441-271 UTILITIES	\$54.84		LIBRARY UTILITIES
E 601-491-271 UTILITIES	\$53.14		LQ STORE UTILITIES
E 201-471-271 UTILITIES	\$67.99		MULTIPURPOSE CENTER UTILITIES
E 407-417-271 UTILITIES	\$12.67		458 5TH ST UTILITIES
E 607-451-271 UTILITIES	\$998.91		AQ UTILITIES
E 101-431-271 UTILITIES	\$19.79		HWY 14 UTILITIES
E 602-492-271 UTILITIES	\$50.11		1056 HWY 14 UTILITIES
E 101-418-271 UTILITIES	\$53.65		VMC UTILITIES
Total MN ENERGY RESOURCES CORP	\$1,363.58		
<hr/>			
Paid Chk# 068666	9/8/2016	MOLITOR, TIFFANY	
E 601-491-103 TEMPORARY & PART-TIME WAG	\$70.00		LQ STORE LABOR DAY WEEKEND HOURS
Total MOLITOR, TIFFANY	\$70.00		
<hr/>			
Paid Chk# 068667	9/8/2016	MOREY SMALL ENGINE SPECIALTY	
E 101-431-221 MAINTENANCE & REPAIR-EQUIP	\$32.34	6792	POLE SAW CHAIN/SHARPNER
Total MOREY SMALL ENGINE SPECIALTY	\$32.34		
<hr/>			
Paid Chk# 068668	9/8/2016	OLD DUTCH FOODS INC	
E 601-491-909 LIQUOR-PACKAGED FOOD RESA	\$19.60	27713426	LQ STORE FOOD FOR RESALE
Total OLD DUTCH FOODS INC	\$19.60		
<hr/>			
Paid Chk# 068669	9/8/2016	ONKEN,TARA	
E 101-417-201 OFFICE SUPPLIES	\$46.28		REIMBURSEMENT FOR PHOTOS FOR MASONIC BUILDING
Total ONKEN,TARA	\$46.28		
<hr/>			
Paid Chk# 068670	9/8/2016	PARKER, KAREN	
E 601-491-103 TEMPORARY & PART-TIME WAG	\$80.00		LQ STORE LABOR DAY WEEKEND HOURS
Total PARKER, KAREN	\$80.00		
<hr/>			
Paid Chk# 068671	9/8/2016	PC & B PROPERTIES	
E 411-417-321 OTHER CONTRACTUAL SERVICE	\$400.00		MONTHLY MAINTENANCE AGREEMENT
E 411-417-321 OTHER CONTRACTUAL SERVICE	\$171.79		441 ORCHARD LANE GARAGE DOOR OPENER
E 405-417-321 OTHER CONTRACTUAL SERVICE	\$400.00		MONTHLY MAINTENANCE AGREEMENT
E 407-417-321 OTHER CONTRACTUAL SERVICE	\$400.00		MONTHLY MAINTENANCE AGREEMENT



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
Total PC & B PROPERTIES	\$1,371.79		
Paid Chk# 068672 9/8/2016 PHILLIPS WINE & SPIRITS			
E 601-491-901 FREIGHT ON LIQUOR & BEER	\$20.93	2035209	LQ STORE FREIGHT
E 601-491-902 LIQUOR PURCHASES	\$1,482.14	2035209	LQ STORE LIQUOR
Total PHILLIPS WINE & SPIRITS	\$1,503.07		
Paid Chk# 068673 9/8/2016 PRAXAIR DIST.			
E 602-492-321 OTHER CONTRACTUAL SERVICE	\$37.54	74237937	ACE/O2 TANK LEASE
Total PRAXAIR DIST.	\$37.54		
Paid Chk# 068674 9/8/2016 QUARNSTROM & DOERING, P.A			
E 101-416-321 OTHER CONTRACTUAL SERVICE	\$3,001.50	63678	LEGAL FEES
E 101-416-321 OTHER CONTRACTUAL SERVICE	\$990.00	63679	LEGAL FEES
Total QUARNSTROM & DOERING, P.A	\$3,991.50		
Paid Chk# 068675 9/8/2016 SALMON AUTOMOTIVE, INC.			
E 101-431-321 OTHER CONTRACTUAL SERVICE	\$361.41	37443	07 GMC AIRBAG REPAIR
Total SALMON AUTOMOTIVE, INC.	\$361.41		
Paid Chk# 068676 9/8/2016 SMALLWOOD,BRYAN			
E 601-491-103 TEMPORARY & PART-TIME WAG	\$322.50		LQ STORE LABOR DAY WEEKEND HOURS
Total SMALLWOOD,BRYAN	\$322.50		
Paid Chk# 068677 9/8/2016 SMITH, MICHAEL			
E 601-491-103 TEMPORARY & PART-TIME WAG	\$80.00		LQ STORE LABOR DAY WEEKEND HOURS
Total SMITH, MICHAEL	\$80.00		
Paid Chk# 068678 9/8/2016 SOUTHERN GLAZERS OF MN			
E 601-491-901 FREIGHT ON LIQUOR & BEER	\$7.55	1448367	LQ STORE FREIGHT
E 601-491-902 LIQUOR PURCHASES	\$497.91	1448367	LQ STORE LIQUOR
Total SOUTHERN GLAZERS OF MN	\$505.46		
Paid Chk# 068679 9/8/2016 SOUTHWEST SANITATION, INC.			
E 601-491-271 UTILITIES	\$14.04		LQ STORE CONTAINER RENT
E 607-451-271 UTILITIES	\$8.16		AQ CONTAINER RENT
E 101-431-271 UTILITIES	\$9.36		SWIFT LAKE CONTAINER RENT



CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
E 101-431-271 UTILITIES	\$9.36		SOFTBALL CONTAINER RENT
E 101-441-271 UTILITIES	\$6.00		LIBRARY RECYCLING
E 101-441-271 UTILITIES	\$9.36		LIBRARY CONTAINER RENT
E 101-431-271 UTILITIES	\$14.07		SHOP CONTAINER RENT
E 101-424-271 UTILITIES	\$9.36		FIRE DEPT CONTAINER RENT
Total SOUTHWEST SANITATION, INC.	\$79.71		
Paid Chk# 068680 9/8/2016			SW HEALTH AND HUMAN SERVICES
E 602-492-321 OTHER CONTRACTUAL SERVICE	\$40.00		TEST-T-1608 WATER BACTERIA SAMPLES
Total SW HEALTH AND HUMAN SERVICES	\$40.00		
Paid Chk# 068681 9/8/2016			TRACY ACE HOME CENTER
E 101-431-223 MAINTENANCE & REPAIR-OTHER	\$11.99	B10279	STREET DEPT- OIL DRI ABSORBENT
E 601-491-222 MAINTENANCE & REPAIR-BUILD	\$8.89	B10356	LQ STORE FENDER WASHERS/SPRAY PAINT
Total TRACY ACE HOME CENTER	\$20.88		
Paid Chk# 068682 9/8/2016			TRACY AUTO BATH
E 101-421-221 MAINTENANCE & REPAIR-EQUIP	\$50.00	20160007	PD CAR WASH TOKENS
Total TRACY AUTO BATH	\$50.00		
Paid Chk# 068683 9/8/2016			TRACY AUTO VALUE
E 101-431-223 MAINTENANCE & REPAIR-OTHER	\$59.94	35066990	STREET DEPT- FLOOR DRI
E 801-431-501 EQUIPMENT & IMPROVEMENTS	\$2,350.00	35067348	SHOP HOIST
E 602-492-501 EQUIPMENT & IMPROVEMENTS	\$1,000.00	35067348	SHOP HOIST
Total TRACY AUTO VALUE	\$3,409.94		
Paid Chk# 068684 9/8/2016			TRACY FOOD PRIDE
E 101-431-271 UTILITIES	\$14.97	5529/138	STREET DEPT- WATER/ SALT
E 601-491-904 MIX PURCHASES	\$35.09	5529/208	LQ STORE MIX SUPPLIES
E 601-491-907 LIQUOR-STORE SUPPLIES	\$7.68	5529-208	LQ STORE SUPPLIES
Total TRACY FOOD PRIDE	\$57.74		
Paid Chk# 068685 9/8/2016			TRACY PUBLISHING CO.
E 101-431-201 OFFICE SUPPLIES	\$1.84	91523	STREET DEPT SUPPLIES
Total TRACY PUBLISHING CO.	\$1.84		
Paid Chk# 068686 9/8/2016			VARIETY FOODS LLC

CITY OF TRACY

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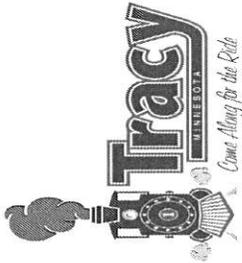


AUGUST 2016 to SEPTEMBER 2016

	Check Amt	Invoice	Comment
E 601-491-901	\$3.00	1231465	LQ STORE FREIGHT
E 601-491-904	\$33.64	1231465	LQ STORE MIX SUPPLIES
E 601-491-906	\$1,032.46	1231465	LQ STORE CIGARETTES
E 601-491-907	\$64.77	1231465	LQ STORE SUPPLIES
E 601-491-909	\$11.99	1231465	LQ STORE FOOD FOR RESALE
E 601-491-907	\$48.94	1231788	LQ STORE SUPPLIES
Total VARIETY FOODS LLC	\$1,194.80		
Paid Chk# 068687 9/8/2016 VIKING COCA - COLA BOTTLING			
E 601-491-904	\$900.50	1789307	LQ STORE POP FOR MIXES
Total VIKING COCA - COLA BOTTLING	\$900.50		
Paid Chk# 068688 9/8/2016 WILSON, MELISSA			
E 601-491-103	\$70.00		LQ STORE LABOR DAY WEEKEND HOURS
Total WILSON, MELISSA	\$70.00		
Paid Chk# 068689 9/8/2016 WOW BUSINESS SERVICES LLC			
E 101-413-231	\$100.00	INV-3072-3872	RECOVER CLOUD GRID BASED BACKUP
Total WOW BUSINESS SERVICES LLC	\$100.00		
Paid Chk# 068690 9/8/2016 XCEL ENERGY			
E 101-431-271	\$30.31		306 E CRAIG AVE UTILITIES
Total XCEL ENERGY	\$30.31		
10100 MINNWEST CHECKING	\$337,767.05		

CITY OF TRACY

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AUGUST 2016 to SEPTEMBER 2016

Check Amt Invoice Comment

Fund Summary

10100 MINNWEST CHECKING

101 GENERAL	\$48,600.18		
201 MULTI PURPOSE CENTER OP	\$322.40		
203 CEMETERY OPRTRNG FUND	\$1,136.14		
405 EASTVIEW APARTMENTS	\$745.00		
406 LIBRARY TRUST FUND	\$46.45		
407 5TH STREET APARTMENTS	\$721.36		
411 ORCHARD LANE & 2016A HOUSING	\$1,366.79		
412 2014 CONSTRUCTION FUND (4TH&M)	\$4,598.45		
413 WASTERWATER/POND CONST FUND	\$24,800.60		
601 LIQUOR STORE OPRTRNG	\$49,700.34		
602 UTILITY-WATER	\$11,247.67		
603 UTILITY SURCHARGE	\$7,682.11		
604 REFUSE COLLECTION	\$9,971.31		
605 LICENSING	\$56,289.31		
607 AQ CENTER OPERATIONS	\$1,283.60		
608 UTILITY-SEWER	\$242.74		
800 EQUIPMENT REPLACEMENT-POLICE	\$10,200.00		
801 EQUIPMENT REPLACEMENT	\$87,528.60		
802 CDBG GRANT FUND	\$21,059.00		
806 ECONOMIC DEV RESERVE	\$135.00		
808 CODE ENFORCEMENT	\$90.00		
			\$337,767.05

Tracy Economic Development Authority
August 17th, 2016
Minutes

12 B

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

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

Members Absent: Sis Beierman

Also present: Tara Onken, Mike Votca, Kristina Daniels

A motion was made by Tony Peterson and seconded by Bill Chukuske to approve the Minutes for the July 20th and August 10th special meeting. All members voted in favor of the motion.

A motion was made by Bill Chukuske and seconded by Tony Peterson to approve the agenda for the meeting today. All members voted in favor of the motion.

With no further updates, the small cities grant update will be taken off the agenda for future meetings.

Onken updated the group that per feedback received in the BR&E Surveys, changes were made to the website by Mike Votca and Adam Hansen, and invited board members to take a look at it.

Regarding the *Personal Best Sports and Fitness Building*, our city attorney has been in touch with the estate attorney. The estate has offered to turn the building back over to the EDA if the EDA releases their claim against the estate. A motion was made by Bill Chukuske and seconded by Tony Peterson to agree to release the claim in exchange for a building so long as it did not have any liens and clear title. All members voted in favor of the motion.

Regarding the O'Brien Court management Agreement, Onken updated the board that she has been in touch with Ms. Barstad out at Sanford, and she says they are working on the agreement. Board requested that Onken e-mail Barstad again to set up a time to meet and discuss.

Onken provided the board with draft updated lending policies. Onken had taken comments that were provided by the board members, and updated the documents to reflect those comments. After little discussion, it was requested that Onken send the updated policies out via e-mail for further board review and it will be revisited at the next meeting for further discussion.

Onken updated the board that progress has been made on the DEED Demolition Loan for the Masonic Building. After discussion, the EDA board recommended that this be presented at the City Council. Onken will see that it gets added to City Council agenda, and she will be there to present it to the council.

After a few weeks of reviewing the Strategic Plan document for the EDA, a motion was made by Bill Chukuske and seconded by Tam Schons to approve and adopt the Strategic Plan for the EDA and changes can be made as needed. All members voted in favor of the motion.

Regarding the offer the EDA received on 3rd Street, and since they backed out, Onken asked the board if they would like to actually list the 3rd Street Townhomes for sale. After discussion, it was decided the board would like to keep 5th Street listed for sale, as that is the location they would like to sell first, however, in the future if someone would make an offer on 3rd Street, they would look at it.

Kristina Daniels with Perfect Reflections hair salon attended the meeting to proactively discuss a forthcoming loan request in the ballpark of \$6,000. She would like to modify her current stations and combine them with shampoo bowl so elderly would not have to get up and walk as far during their appointments. Daniels said she is anticipating to need the funds around March, as she is in the planning stages now. EDA board was receptive to the idea, and encouraged Daniels to come back in a few months once she is ready and has a final dollar amount to request.

Onken asked the board to update the rental housing list and make any suggestions if needed.

With insurance renewals for the townhomes, Onken asked insurance agent Greg Carlson to check on any cost savings. An option for the EDA to raise their deductible to \$5,000 would realize a cost savings of about \$2,600 over a 2 year period. A motion was made by Chukuske and seconded by Enderson to approve raising the deductible to \$5,000 and earmark the roughly \$2,600 (over two-year period) savings to have for future needs.

Onken discussed with the EDA Board that there is a tenant in one of the townhomes that is delinquent on rent, and delinquent on utility charges in the amount of nearly \$500. Chukuske also noted he is aware there is a cat living there, but they had not paid a pet deposit. Numerous attempts by Chukuske and Onken to reach the tenants via e-mail, phone call, and in-person were unsuccessful. The EDA board discussed that the best course of action would be to shut of the electricity and natural gas, unless payment is made by Friday.

Also up for discussion was the status of the Revolving Loan Fund and CDBG funds. Onken updated the board that she had sent out late pay letters to approximately 10-12 businesses or individuals requesting payment. Some have already been in to make their late payments, and late fees will be charged.

Up for discussion is the Service Agreement between the Tracy EDA and Marshall Area Chamber of Commerce regarding the economic development services provided by MACC, who employs Onken. A new contract was presented. There were no substantial changes – the sole change was the date of the contract, which extends the current contract for another year. The annual amount remains at \$40,000. A motion was made by Tony Peterson and seconded by Bill Chukuske to have Fultz sign today, and to present it at the next city council meeting for approval. All members voted in favor of the motion.

With no further discussion, a motion was made by Chukuske and seconded by Tam Schons to adjourn the meeting. All members voted in favor of the motion.

Meeting was adjourned at 8:12 AM.

Respectfully Submitted,

Tara Onken

PLANNING AND ZONING COMMISSION

July 6, 2016



12C

The regular meeting of the Tracy Planning and Zoning Commission was called to order at 6:00 p.m., Monday, July 6, 2016 in the Council Chambers of the Municipal Building. The following Commission members were present: T. Peterson, R. Fredericks, R. Martin, B. Chukuske, S. Willhite and C. Self. Absent was P. Cooreman. Also present were M. Votca, City Administrator and S. Daniels, Building Inspector.

Motion by Martin, seconded by Chukuske to approve the minutes for May 2, 2016 as written. All voted in favor of the motion.

Motion by Chukuske, seconded by Fredericks to approve the agenda. All voted in favor of the motion.

Votca presented the commission with information regarding the new state law regarding temporary family health care dwellings. The commission discussed the new legislation and came to a consensus that the city should not opt out of this legislation and allow the state law to go into effect in Tracy.

Votca presented the commission with an overview of the plan to move forward with the Active Living Plan.

Motion by Chukuske, second by Self to move the variance request at 460 1st Street E. to the City Council for approval. and set a hearing for 25 July. All voted in favor of the motion.

The commission discussed the proposal of Geronimo energy to build a new 1 megawatt solar garden on property owned by the City of Tracy. The commission was of the consensus that this project should be moved forward to the City Council for further discussion.

Motion by Chukuske, seconded by Self to adjourn the meeting. All voted in favor of the motion.

ATTEST:



City Administrator

To: City Council
From: Mike Votca
Date: 09/12/16
Re: Wastewater Project Phase I Funding

13A

Honorable Mayor and Council Members,

Now that the plans and specifications for Phase I of our Wastewater Treatment Project have been approved by USDA-RD, we can move forward with plans to fund our project. In order to get approval send our project out for bids, USDA-RD requires that funding be in place.

Our PER had an estimated price for USDA eligible items at \$ 2,139,934.77 plus a 10% contingency of \$232,056.23 for a total of \$2,371,991. The latest estimate for the project is \$ 3,312,464.76. The eligible expenses with contingency are \$2,824,513.89. This is a difference of \$ 452,522.89. In order to get funding for the additional amount the City of Tracy must submit an application to USDA-RD for additional funding. The local USDA-RD office has prepared this application for us. We must hold a public hearing to allow input to this decision. This hearing is held on 12 September at 6:45pm. I recommend that the City Council approve the submittal of the application to USDA-RD to acquire additional funding for the project.

There is also \$ 499,357.10 of project costs that are not eligible for funding by USDA-RD. These costs will need to be paid for with a General Obligation Bond. I recommend that we work with Ehler's and Associates to proceed with getting this bond sold.

We also must have interim financing in place to pay for the entire cost of the project, prior to sending the project out for bids. We have spoken with Ehler's and Associates as well as Minnesota Rural Water Association regarding interim financing. I recommend that we move forward with Ehler's and Associates to get this bond moving forward. This would be a bond for the entire construction cost of the project. The loan from USDA-RD would then pay off the bond. Once the bond has been paid. The repayment of the loan would be made with water, sanitary sewer, and storm sewer utility fees. The ineligible portion of the project will be paid with special assessments and tax levy.

If you have any questions about this please let me know.



Michael J. Votca
City Administrator

13B

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on _____, 20__ (the “**Effective Date**”) by and between the City of Tracy, a municipal corporation (“**Lessor**”) and Aquarius Community Solar Gardens, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

- A. Lessor owns that certain real property located in Lyon County, Minnesota and legally described on the attached Exhibit A (the “**Premises**”).
- B. Lessee is desirous of developing a solar energy project (the “**Project**”), and Lessor desires to lease a portion Premises to Lessee for that purpose.
- C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Extended Term	25 years
Renewal Terms (each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”) and legally described on the attached Exhibit A, for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with

Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and over that certain real property identified on **the Site Plan** for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Premises for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. The memorandum described in Section 9.12 shall reference the Solar Easement, as required by Minn. Stat. § 500.30.

(b) **Lessor Improvements.** Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Premises. Lessor may not place or plant any Improvement on the Premises after the date of this Lease.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires upon the earlier of (i) the period of time set forth in the Key Terms section above, or (ii) the Construction Date.

(b) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when construction of Solar Facilities (other than the installation of any meteorological measuring devices) within the Project, as defined below (the “**Construction Date**”) commences, provided that the Construction Date occurs prior to the expiration of the Development Period and that Lessee satisfies any conditions to the commencement of the Extended Term as may be required by applicable law. Lessee may record a notice of the Construction Date against the Premises to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease. The Extended Term of this Lease (“**Extended Term**”) is the period of time set forth in the Key Terms section above, starting on the Construction Date, unless terminated earlier in accordance with the terms of this Lease.

(c) Lessee shall have the right, at its option, to further extend the Term for two (2) additional periods of time set forth in the Key Terms section above (each, a “**Renewal Term**”). To exercise an option to extend the term of this Lease for a Renewal Term, Lessee must deliver both a written extension notice to Lessor and an extension payment in the amount of Ten Dollars (\$10.00) per each acre within the Premises (prorated for any partial acre) prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be. Lessee must deliver the written notice and the extension payment in the amount and in the manner set forth above to exercise effectively its options to extend the term of this Lease for any Renewal Term. This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Lease beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement. If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

(a) The expiration of this Lease as set forth in Section 2.1; or

(b) The written agreement of both parties to terminate this Lease; or

(c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or

(d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Lessor (as to the entire Premises, or any part thereof at Lessee's option), in Lessee's sole and absolute discretion; or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

Within sixty (60) days after the Effective Date, Lessee shall pay Lessor a one-time payment in the sum of One Thousand Dollars and No/100 (\$1,000.00) (the "**Development Rental Payment**") as consideration for the Development Period. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Development Period upon thirty (30) days written notice to Lessor.

Section 3.2 Annual Rent During Extended Term and Renewal Term

Within forty-five (45) days after the first day of the Extended Term, and by February 15th of each subsequent year of the Extended Term and any Renewal Term, Lessee shall pay Lessor the sum of Seven Hundred Dollars and No/100 (\$700.00) multiplied by the acreage of the Premises (prorated for any partial acres within the Premises) as rent for the Premises (the "**Annual Rent**"). The Annual Rent shall be increased on an annual basis for each year in the Extended Term and Renewal Term, if any, by one and one-half percent (1.5%), compounded annually. The Annual Rent payment for the first and last years of the Extended Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if

Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. Lessee shall reimburse Lessor for any such damages within thirty (30) days after determining the extent of damage.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = Crop Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Lessor's records, as received from and certified by Lessor, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Lessor's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Lessor does not have yield records available, the Lessor will use FSA records for the county in which the

Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities within twelve months from the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Lessor may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Lessor. If Lessee fails to remove any of the Solar Facilities as required, and Lessor elects to remove such Solar Facilities at Lessor's expense, Lessee shall reimburse Lessor for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Lessor, within thirty days after receipt of an invoice from Lessor accompanied by reasonable supporting documentation.

Prior to the tenth (10th) anniversary of the Construction Date, Lessor and Lessee shall enter into a mutually acceptable agreement (the "**Escrow Agreement**") establishing an escrow (the "**Escrow**") to secure Lessee's obligations under the preceding paragraph. The Escrow shall be held, administered, and disbursed by a title company, bank or other qualified escrow agent mutually satisfactory to the parties (the "**Escrow Agent**"). Pursuant to the Escrow, Lessee shall be required to make annual deposits into the Escrow beginning on the tenth (10th) anniversary of the Construction Date and ending upon the expiration of the Extended Term, unless terminated earlier in accordance with the terms of this Lease (the "**Escrow Period**"). The annual deposits shall be in an amount equal to the greater of: (i) the product of multiplying the nameplate generating capacity of the Solar Facilities expressed in megawatts ("**MW**") times \$1,000.00 per MW; or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities amortized over the Escrow Period. If any applicable permits or governmental rules or regulations require Lessee to maintain security for removal of the Solar Facilities in a different manner than that provided herein, the Escrow shall conform to such requirements. If Lessee does not remove the Solar Facilities within twelve (12) months after the expiration of the Term or earlier termination of the Lease, Lessor may draw from the Escrow an amount sufficient to reimburse Lessor that amount required to reimburse Lessor for the difference between Lessor's out-of-pocket costs of removing the Solar Facilities, less the salvage value of the Solar Facilities.

Section 4.4 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the Term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and three million dollars, for the period commencing on the Construction Date. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. Lessee shall also reimburse Lessor for any increase in Lessor's insurance premiums relating to the Premises, to the extent that such increase is directly caused by the installation of the Solar Facilities or Lessee's operations on the Premises.

Section 4.7 Hold Harmless.

Each party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Premises in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Premises except: (a) those currently of record in the county where the Premises are located, or (b) those which are reflected in a title report for the Premises provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time

of execution hereof. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises is located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Premises, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

From and after the Construction Date, Lessee shall be responsible for maintaining the Premises and for maintaining any access roads constructed by Lessee on the Premises pursuant to Section 1.1(c).

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

The Lessor hereby determines pursuant to Minn. Stat. § 115B.178 that, when the Lessee takes an action that is contemplated by this Lease, including the acquisition of a leasehold and easement interests contemplated herein and the installation of the Solar Facilities, such actions will not associate the Lessee with any existing release or threatened release of existing contamination on the Premises or Easement Area as of the Effective Date, so long as the Lessee takes such actions in accordance with the terms and conditions of this Lease.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"), provided that Lessee obtains the consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be

performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemner on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: City of Tracy
 336 Morgan Street
 Tracy, MN 56175

To Lessee: Aquarius Community Solar Gardens, LLC
 c/o Geronimo Energy, LLC
 7650 Edinborough Way, Suite 725
 Edina, MN 55435
 952.988.9000
 Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
 200 South Sixth Street, Suite 4000
 Minneapolis, Minnesota 55402-1425
 Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association,

joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from the Minnesota Deed Tax. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Minnesota.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Premises or the Premises, this Lease shall be amended to correct the inaccuracies or insufficiencies.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to other lessors in the Project; Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Lease; any prospective purchaser of the Premises

who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. The provisions of this Section 10.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or

undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 10.1 at the address for such party given in Section 10.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 10.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

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EXHIBIT A

DESCRIPTION OF PREMISES

Tax Parcel No.: 31.182011.0

That part of the North half of the Southeast Quarter (N1/2SE1/4) of Section Twenty-three (23), Township One Hundred Nine (109) North, Range Forty (40) West, bounded and described as follows:

Beginning at a point in the extended southeasterly line of Fourth Street distant, 390 feet southwesterly at right angles from the center line of the main track of the Marshall branch of the Chicago and Northwestern Transportation Company; thence southeasterly, parallel with said railway center line, 200 feet; thence northeasterly at right angles 90.89 feet; thence southeasterly along a line forming an angle of 90 degrees 33' with the last-described course a distance of 1619.4 feet; thence South along a line forming an angle of 59 degrees 42' with a continuation of the last-described course a distance of 395.4 feet to the South line of the N1/2SE1/4 of said Section 23; thence West, along the South line of the N1/2SE1/4 of said Section 23, to the west line of said SE1/4 of said Section 23; thence North along the west line of the SE1/4 of said Section 23 to its intersection with said extended southeasterly line of Fourth Street; thence northeasterly along said extended southeasterly line of Fourth Street to the point of beginning.

EXCEPTING: All that part of the North Half of the Southeast Quarter (N1/2SE1/4) of Section 23, Township 109 North, Range 40 West, bounded and described as follows: Beginning at a point in the southeasterly line of Fourth Street, which is 130.2 feet northeasterly of its intersection with the quarter line forming the west boundary of the North Half of the Southeast Quarter (N1/2SE1/4) of said section; thence proceeding northeasterly on the southeasterly line of said Fourth Street 503.2 feet; thence turning an angle to the right 90 degrees 03' and proceeding southeasterly 200 feet; thence turning an angle to the left of 90 degree and proceeding northeasterly 90.89 feet to the southwesterly line of the Chicago and Northwestern Railroad right-of-way; thence turning an angle to the right of 89 degrees 27' and proceeding southeasterly on said railroad right-of-way, 1048 feet; thence turning an angle to the right of 151 degrees 48' and proceeding westerly 1021.9 feet; thence turning an angle to the right of 91 degrees 24' and proceeding northerly 69.5 feet; thence turning an angle to the left of 91 degrees 25' and proceeding westerly 364.5 feet to the place of beginning.

ALSO EXCEPTING: That part of the North Half of the Southeast Quarter (N1/2SE1/4) of Section 23, Township 109 North, Range 40 West, lying westerly and southerly of the following-described line: Commencing at a point in the extended southeasterly line of Fourth Street distance, 390 feet southwesterly, at right angles from the center line of the main track of the Marshall branch of the Chicago and Northwestern Transportation Company; thence southeasterly, parallel with said railway center line, 200 feet; thence northeasterly, at right angles, 90.89 feet; thence southeasterly along a line forming an angle of 90 degrees 33' with the last-described course, a distance of 1619.4 feet; thence South along a line forming an angle of 59 degrees 42' with a continuation of the last-described course, a distance of 395.4 feet to the South line of said N1/2SE1/4 and the actual point of beginning of the line to be hereby described; thence North, along the last course, a distance of 35 feet; thence westerly, parallel with said South line of the N1/2SE1/4, a distance of 620 feet, more or less, to the intersection point with the East line of the NW1/4 of said SE1/4, thence northwesterly a distance of 1318 feet, more or less, to a point on the West line of said NW1/4SE1/4 distant, 66.60 feet north of the southwest corner of said NW1/4SE1/4 and said line there terminating.

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AND ALSO EXCEPTING:

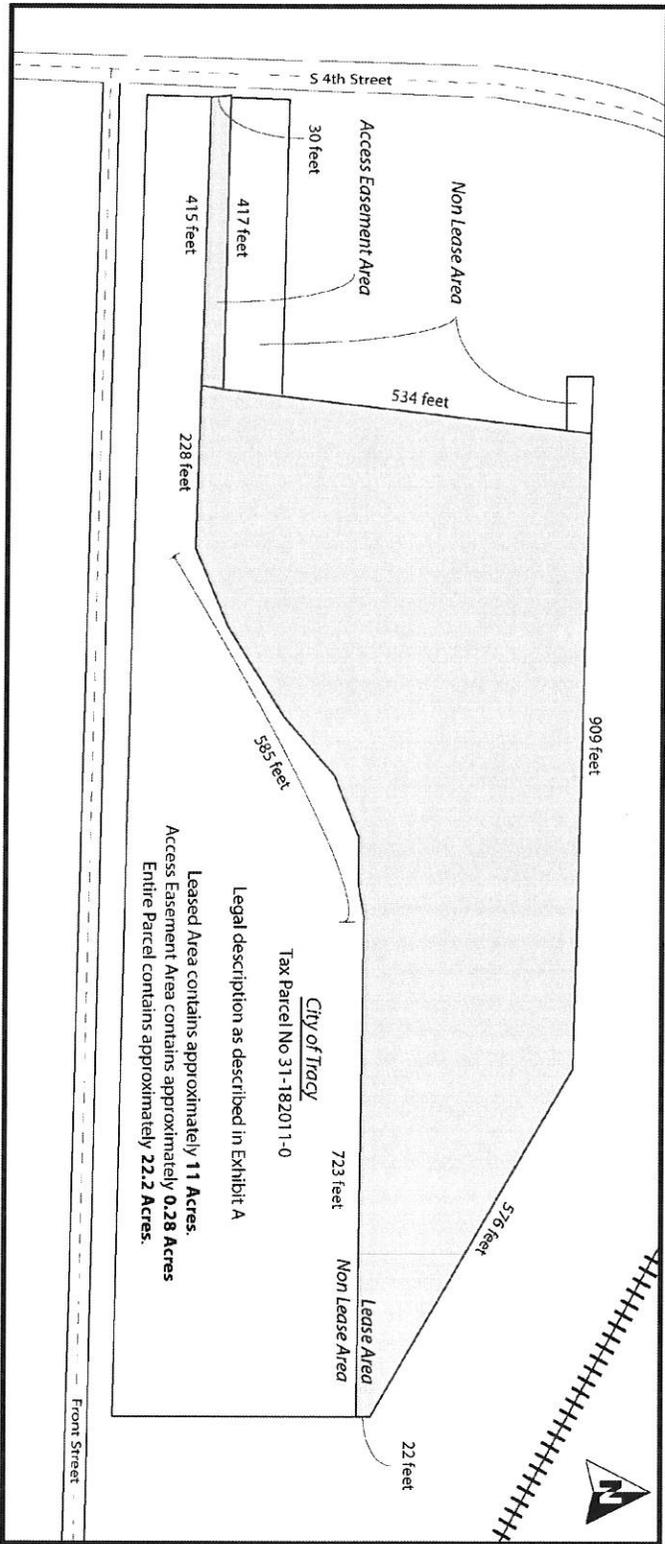
Commencing at the Southwest corner of the North 1/2 of said Southeast 1/4; thence North 00 degrees 10 minutes 55 seconds West, bearing based on Lyon County Coordinate System, along the West line of said Southeast Quarter, a distance of 289.94 feet to the point of beginning; thence continuing North 00 degrees 10 minutes 55 seconds West, along said West line, a distance of 370.00 feet to the intersection of said West line with the Southeasterly line of Fourth Street in said City of Tracy; thence North 28 degrees 55 minutes 48 seconds East, along said Southeasterly line, a distance of 130.20 feet; thence South 89 degrees 47 minutes 12 seconds East a distance of 364.50 feet; thence South 01 degrees 37 minutes 48 seconds West a distance of 69.50 feet; thence South 89 degrees 46 minutes 12 seconds East a distance of 75.00 feet; thence South 05 degrees 45 minutes 30 seconds West a distance of 412.00 feet; thence South 89 degrees 38 minutes 14 seconds West a distance of 458.00 feet to the point of beginning.

Said tract of land is subject to any existing highways, roadways or easements.

The Premises contains 25.77 acres.

EXHIBIT A-1

SITE PLAN



Drafted by and upon recording return to:

Aquarius Community Solar Gardens, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this _____ day of _____, 2016 by and between the City of Tracy (“**Lessor**”) and Aquarius Community Solar Gardens, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Lyon, State of Minnesota, and being more particularly described in Exhibit A attached hereto and identified in Exhibit A-1 and made a part hereof (the “**Premises**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated _____, 2016 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee the Premises, together with access easement rights across adjacent property as shown on Exhibit A-1.

C. The initial term of the Lease Agreement is for a period of 5 years, commencing on the Effective Date (the “**Development Period**”). The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the date when construction of solar facilities on the Premises commences (“**Construction Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is 25 years from the Construction Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for two additional periods of 10 years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated _____, 20_ (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Premises and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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**EXHIBIT A
TO MEMORANDUM**

DESCRIPTION OF PREMISES

Tax Parcel No.: 31.182011.0

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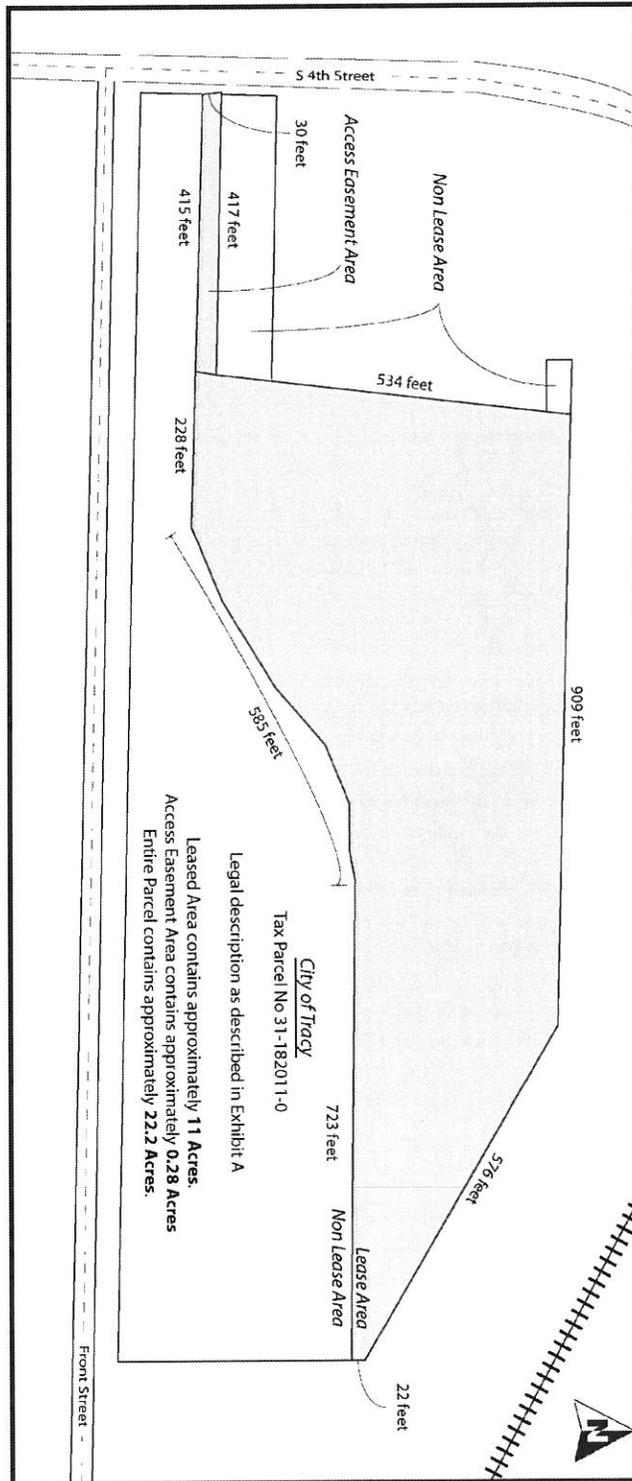
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The Premises contains 25.77 acres.

**EXHIBIT A-1
TO MEMORANDUM**

SITE PLAN



To: City Council
From: Mike Votca
Date: 09/12/16
Re: Request from Headlight Herald to Share Cost of Repairs



Honorable Mayor and Council Members,

During our last City Council Meeting on August 22, we had some discussion regarding a request from the Headlight Herald to cost share the repairs that they are doing to their building on 4th Street. The claim is that the street project that we had completed has caused the building to take on more water in the basement.

I have consulted with our engineer and public works director regarding the cause of the water in the basement of the building. It seems to me that the water in the basement is being caused by actions of owners of the property, previous or otherwise. It seems that the owners of the property at a certain point in time had utilized the city's sanitary sewer system to correct a problem with drainage of ground water from the property. This may or may not have been a violation of the city code at that time. It may have been possible that the service line was so damaged that it was draining ground water and no connection was made to the sanitary sewer system. Both of these situations are a violation of city code section 6.18, which is enclosed with this memorandum for your information. Since this is a violation of city code reconnection of the drainage was not allowed during the construction project. Now that the connection to the sanitary sewer has been removed, it has caused the water to enter the basement of the property. I feel that it is the responsibility of the property owner to dispose of the ground water in a manner that they feel is appropriate for their property.

The City Council was made aware that connection like these exist and that it may put some burden on property owners to correct the problem. The City Council passed ordinance 324 to deal with this issue and to provide financial assistance options for property owners to deal with this problem. This ordinance is also enclosed for your information.

I do not feel that the City of Tracy should participate in cost sharing with the Headlight Herald for project costs related to basement water improvements. I also caution the City Council that if they do decide to participate that it will open the city up to additional claims that may cause stress on the city's financial situation.

If you have any questions about this please let me know.

A handwritten signature in black ink, appearing to read 'Michael J. Votca'.

Michael J. Votca
City Administrator

[Back to Web Site](#)

Tracy Minnesota

It feels like home!

SECTION 6.18

WHEREAS, the City Council finds evidence that property damage as well as safety and health concerns have arisen because the sanitary sewer system has become frequently overextended due to the fact water is being discharged into said system from sources which should be properly drained and discharged into the storm system of the City and/or eliminated by natural means: roofs and other artificial surfaces, ground water and sump pumps or pits being directly connected with said sanitary sewer system of the City.

NOW THEREFORE, Ordinance No. 259 being enacted herein is proclaimed an emergency ordinance pursuant to Tracy City Charter Section 3.06 Emergency Ordinances which shall take effect immediately after its adoption and publication.

Subd 1. PROHIBITED WATERS. It shall be unlawful for any owner, occupant or user of any premises to direct into or allow any storm water, surface water or ground water to drain into the sanitary sewer system of the City of Tracy. No rain spout, roof drains or other form of surface drainage, and no foundation drainage or sump pump shall be connected or discharged into any sanitary sewer. Dwellings and other building and structures which require a sump pump system to discharge excess water, shall have a permanently installed discharge line which shall not at any time discharge water into the sanitary sewer system, except as provided herein. A permanent installation shall be one which provides for year-around discharge capability to either the outside of the dwelling, building or structure or is connected to the City storm sewer system or discharges to the street.

Subd 2. POWERS OF INSPECTION. The Tracy Public Works Director or his/her designated representative, bearing proper credentials and identification, shall be permitted to enter all dwellings and/or structures for the purpose of inspection, including observation, measurement, sampling, and testing, relating to water discharge into the sanitary sewer system to ensure compliance with the provisions of this ordinance.

2A. SUMP PUMP AND SUMP PITS. Said inspection shall be to confirm no sump pump and/or sump pit discharges water into the sanitary sewer system. Dwellings and/or structures found with no discharges of water into the sanitary sewer system shall receive a Certificate of Compliance at the time of inspection. Dwellings and/or structures, which upon initial inspection, are found to have discharges of water into the sanitary sewer system, shall be served a Notice of Correction which shall describe the required corrective action within the (10) days of service.

2B. OTHER PROHIBITED FORMS OF WATER DISCHARGE. Said inspection shall also be to confirm no other prohibited forms of discharges of water into the sanitary sewer system. Dwellings and/or structures found with no other prohibited discharges of water into the sanitary sewer system shall receive a Certificate of Compliance at the time of inspection. Dwellings and/ or structures, which upon initial inspection are found to have other prohibited discharges of water into the sanitary sewer system, shall be served a Notice of Correction which shall describe the required corrective action to be completed by April 1, 1998.

Subd. 3. REFUSAL TO PERMIT INSPECTION. Any person, firm or corporation which refuses to allow its property to be inspected for purposes of this ordinance shall become subject to the surcharge provided herein.

Subd 4. SUBSEQUENT INSPECTIONS. Notwithstanding an issuance of a Certificate of Compliance, the City may make further inspections to ensure compliance with this ordinance.

Subd 5. INCLEMENT WEATHER PERMITS. If the dwelling and/or structure has an additional connection for use as a secondary line to discharge water into the sanitary sewer system and if the Public Works Director and/or his/her designate determines specific periods of time when said secondary connection may commence and terminate for water discharge into the sanitary sewer system, then in that event, a permit may be granted by the City Administrator for such discharge into the sanitary sewer system. Monetary hardship is not a basis for such permit. Application for an inclement weather permit shall be made to the

City Administrator in writing. Said application shall identify the address of the dwelling and/or structure, the name of the owner and applicant and describe the inclement weather needs of such permit. The City Administrator shall determine whether or not to issue said inclement weather permit after receipt of the application and any necessary inspections.

Subd 6. SINGLE FAMILY UNIT SURCHARGE. In the event the property owner and/or utility user does not comply with the Notice of Correction or fails to continue compliance with the ordinance by subsequent unpermitted acts of diversion of water into the sanitary sewer system, then in that event, a surcharge of \$50.00 per month shall be imposed and collected with the monthly utility billing. Non-compliance shall be presumed from date of last prior inspection.

NON-SINGLE FAMILY UNIT SURCHARGE. In the event the property owner and/or utility user does not comply with the Notice of Correction or fails to continue compliance with the ordinance by subsequent unpermitted acts of diversion of water into the sanitary sewer system, then in that event, a surcharge of \$10.00 per day shall be imposed and collected with the monthly utility billing. Non-compliance shall be resumed from date of last prior inspection.

ORDINANCE NO. 324

AN ORDINANCE PROVIDING FOR FUNDING OF CERTAIN UTILITY CONNECTIONS

The City of Tracy does ordain:

SECTION 1. The City periodically undertakes utility projects that may require residential customers of City utility services to reroute utility lines, or to install new lines, all at significant expense to the customer. In addition, City Code §6.18 prohibits certain discharges of storm, surface and ground water into the sanitary sewer system of the City, with provisions to require remedial measures at the cost of the property owner involved. In order to assist in alleviating the burden of paying such expense all at once, the City Council finds it would be in the public interest to provide a program by which such expense can be paid for, as to certain residential properties, by the City, to be repaid over time thereafter by the benefiting customer, property owner and/or their successors. City Code provisions are necessary or desirable to set forth the procedures and parameters by which such a program may be put in place.

SECTION 2. A new §6.13 is added to the Tracy City Code the same to read as follows:

SECTION 6.13 ASSISTING RESIDENTIAL UTILITY CUSTOMERS WITH REQUIRED WORK

Subd. 1. Property Owners of Residential Property in the City may be eligible for financial assistance as to Reimbursable Expenses related to Customer Utility Lines installed as a part of an Eligible Utility Project in accordance with the provisions of this Section.

Subd. 2. The following definitions shall apply to terms used in this Section:

A. "Street sub-drain" is a pipe or line placed in or near a City right-of-way that is used to assist in the drainage of water that may enter the area underneath the right-of-way, and which may also be used or installed to allow neighboring properties to connect thereto for the purpose of draining rain, melted snow or ground water from said neighboring property.

B. "Property Owner" shall mean one or more natural persons that possess legal title to a described parcel of real property or who are purchasing such a parcel pursuant to a recorded contract for deed.

C. "Residential Property" shall mean real estate with a one or two family residence structure thereon located in the City and which is used as a primary residence by a Property Owner. It shall include real estate with a residential housing structure occupied by a Property Owner as his or her primary residence even if a part of the structure is occupied by not more than one other person and his or her family as his, her or their residence and who occupy same with the permission of the Property Owner. It shall exclude real estate, such as apartment houses and rental homes, where either the Property Owner does not reside thereon or where more than one person and his or her family who are not the Property Owners reside thereon.

D. "Eligible Utility Project" shall mean construction projects undertaken by the City where installation or replacement of water lines, sanitary or storm sewer lines, and/or street sub-drains is a part of the construction work done. It shall also include situations contemplated under Tracy City Code §6.18 where a Property Owner of Residential Property has been placed under a Notice of Correction or other requirement from the City to install a storm, surface or ground water discharge line that will be connected to a City storm sewer or street sub-drain.

E. "Reimbursable Expenses" are those costs incurred by a Property Owner to install new lines or reroute old lines that are Customer Utility Lines, where the new or rerouted lines are attached to potable water lines/mains, storm sewer lines, sanitary sewer lines or street sub-drains. Reimbursable

Expenses shall not include the detachment and reattachment of any such lines where such detachment and reattachment occurs in essentially the same location and was done merely to detach and reattach a line from another line that was being replaced by the City. Reimbursable Expenses shall also not include any costs for landscaping associated with any work done; costs for any work associated with utilities (such as gas, electric or cable TV) that are not operated by the City; costs incurred for repairs to any existing infrastructure; and costs incurred for maintenance or repair of infrastructure after the initial infrastructure installation of the new or rerouted lines. Reimbursable Expenses must be reasonable in relation to the actual work done, and excessive expenses or expenses where the charges involved are excessive or exceed those that would customarily be charged by a plumber or other professional are not within the definition of Reimbursable Expenses. Reimbursable Expenses must be incurred during or as a part of an Eligible Utility Project, and have been required by the action or insistence of the City.

F. "Customer Utility Line" shall include lines or pipes owned by a Property Owner and not owned by the City, which service Residential Property and which are used to deliver potable water from City water mains, remove wastes to a City sanitary sewer or to remove storm, surface or ground water to a City storm sewer or street sub-drain.

Subd. 3. The procedure outlined below shall be followed by a Property Owner seeking payment from the City of Reimbursable Expenses:

- A. The Property Owner shall provide such information to the City as will enable the City to adequately review the eligibility of the Reimbursable Expenses for payment. The City Administrator will prepare such forms as may be desirable for completion by a Property Owner seeking to obtain payment of Reimbursable Expenses.
- B. The Property Owner will provide to City a copy of the recorded deed by which the Property Owner obtained title to the Residential Property that will benefit from the work to which the Reimbursable Expenses pertain, or in situations where the Property Owner is purchasing the subject Residential Property on a contract for deed, then a copy of the recorded contract for deed and the name(s) and contact information of the persons or parties then holding the rights of the seller under the contract for deed involved.
- C. The Property Owner will list all liens, mortgages or other encumbrances against the Residential Property that will benefit from the work to which the Reimbursable Expenses pertain, and will assert in writing that any such list constitutes a complete and accurate list of all such liens, mortgages and/or encumbrances.
- D. The Property Owner will provide a written estimate from a City-licensed plumber outlining the work to be done, the date or dates when the work will be done and the cost of completing such work. The City will review such estimate to ascertain that it covers all necessary work to be done and that the proposed charges for the work are reasonable and customary.
- E. Any financial assistance or payments provided by the City under this Section are to be repaid by the Property Owner. It is the intent of this Section that no financial assistance or payments are to be extended that do not require repayment. Accordingly, a Property Owner seeking payment of Reimbursable Expenses shall execute such documents and otherwise comply with the procedures stated in this Section dealing with repayment of assistance or payments made.

Subd. 4. Payment by the City of any expenses, even if Reimbursable Expenses, will be declined in the following circumstances:

- A. Where the Property Owner owes any amounts to the City, and is delinquent in payment thereof.

B. Where the Residential Property involved has any real estate tax payments that are past due, or where such property has delinquent charges for utilities or other matters associated with it.

C. Where the expenses are not incurred as part of an Eligible Utility Project.

D. Where one or more liens, mortgages or other encumbrances exist as to, or upon, the Residential Property, and the holder of such lien, mortgage or encumbrances declines to execute a written consent to allow any lien of the City for funds advanced to pay Reimbursable Expenses to have priority over the lien, mortgage or encumbrance of such holder.

E. Where the Property Owner is a buyer under a contract for deed and all of the holders of the sellers' rights under said contract fail to execute a written consent to allow any lien of the City for funds advanced to pay Reimbursable Expenses to have priority over the rights of the seller under the contract for deed.

F. Where the total expenses involved do not exceed \$400.

G. Where the expenses were incurred by the Property Owner doing the work involved himself or herself, or where incurred by a plumber or other party not licensed by the City.

H. Where the work was done and/or the expense for it was incurred prior to the request being made to the City for payment of the expenses.

I. Where the Property Owner is a corporation or other party who is not a natural person.

J. Where the Residential Property involved is the subject of:

1. Any hazardous building order or procedure, where the named hazards have not be rectified.
2. Any public nuisance action by the City, including but not limited to police notices to abate a nuisance and court actions in the name of the City or state claiming public nuisances involving the Residential Property, where the nuisance has not been abated.
3. Any compliance order or other enforcement activity under Tracy City Code §§3.32 or 6.18, or any building, housing, electrical or plumbing code provisions effective in the City, where any outstanding defects or deficiencies have not be rectified. The provisions of this subparagraph 3 shall not be applicable where the work to be done will rectify in its entirety all defects or deficiencies toward which the compliance order or enforcement activity was directed.
4. Any foreclosure action or procedure involving the cancellation of a contract for deed pertaining to the Residential Property.

Subd. 5. In all events, it will be the responsibility of the Property Owner to select and hire a City-licensed plumber to undertake the work for which financial assistance is to be sought from the City. The City will neither do the work needed nor will the City hire or select a plumber for the Property Owner. The City reserves the right to monitor or inspect any work done by the plumber hired by the Property Owner in order to verify that the work for which financial assistance will be sought from the City is actually completed, done in a workman-like manner and finished in accordance with any applicable laws, regulations or building/plumbing codes; provided, however, that any such monitoring or inspection shall be done for the sole benefit of the City and shall not constitute any warranty or guarantee to the Property Owner or any other party as to the quality or quantity of work done.

Subd. 6. After review of an application or request for payment by the City of Reimbursable Expenses, payment may be authorized by the City Administrator, and payment and repayment shall occur in accordance with the following procedures:

A. The City Administrator shall issue a written approval of the work to be done, name the plumber to do it and specify the amount of payment to be made by the City. Unless changed in writing approved by the Property Owner, plumber and the City, the work will proceed in accordance with the written estimate provided under Subd. 3D, above, and when contracted for by the Property Owner with the plumber.

B. When the City has verified that the work to be done has been properly and fully completed, payment of the authorized sum will be made by the City to the plumber involved. Under no circumstances will partial or any advance payments be made to the plumber, nor will any payment be made to the Property Owner.

Subd. 7. In addition to any requirements specified elsewhere in this Section, a Property Owner seeking payment of Reimbursable Expenses shall comply with the following requirements:

A. Before or at the time that payment is made by the City pursuant to Subd. 6B, above, the Property Owner shall execute a promissory note promising to repay to the City all amounts paid by the City.

B. The terms and provisions of said note in situations where the amount to be repaid exceeds \$1,000, shall include, but not necessarily be limited to, the following:

1. All Property Owners must sign the note. The spouses of all Property Owners must sign the note.
2. The amount to be repaid will be specified, and will be repaid with interest at a rate set by the City Council for each Eligible Utility Project, which rate of interest shall not be less than 4% per annum. Payments for repayment shall be in equal amounts due monthly, with each payment being either: a) not less than \$40 per month with interest included, or b) in an amount which will pay off the repayment due within a period of not more than 36 months, whichever method shall result in the earlier repayment of the total amount due. Under no circumstances will the period of repayment exceed 36 months.
3. The Property Owner will consent to and sign all necessary documents allowing the City to place and record a mortgage against the Residential Property for the amount of any repayment to be made. The Property Owner will waive all rights to a homestead exemption in connection with such mortgage. The Property Owner will consent to the City assessing the repayment amount to the real estate taxes for the Residential Property if there is a default in repayment of the note; if the City elects to so assess the amount involved, it shall be assessed in one lump sum equal to the amount unpaid.
4. The Property Owner will agree that if the Residential Property involved is sold, conveyed or otherwise transferred before full repayment has been made, that full repayment of the amount previously paid by the City shall be immediately due and payable upon such sale, conveyance or transfer.
5. The Property Owner will agree that if the Property Owner dies (if multiple persons are Property Owners, then if all of them die) before full repayment has been made, that full repayment of the amount previously paid by the City shall be immediately due and payable upon the death of the Property Owner (or, upon the death of the last of multiple Property Owners) to die.

C. The terms and provisions of said note in situations where the amount to be repaid does not exceed \$1,000, shall include, but not necessarily be limited to, the following:

1. All Property Owners must sign the note. The spouses of all Property Owners must sign the note.

2. The amount to be repaid will be specified, and will be repaid with interest at a rate set by the City Council for each Eligible Utility Project, which rate of interest shall not be less than 4% per annum.

3. The Property Owner will consent to the City assessing the repayment amount to the real estate taxes for the Residential Property; the repayment amount shall be assessed and be spread over a period not to exceed three years so as to result in repayment substantially in accord with the time frames specified in subparagraph B2, above.

4. As an alternative to assessing the amount due to the property taxes at the outset, the Property Owner may elect to have a mortgage placed on the Residential Property, in which case the provisions set forth in subparagraph B, above, shall be followed.

D. In cases where a mortgage is to be recorded as part of the repayment process, the Property Owner shall pay, before any disbursement of funds is made, the costs to record the mortgage and for any mortgage registry tax thereon.

E. Recordable consents, and payment of any recording fees to record same, are provided from all holders of liens and encumbrances and all persons holding rights as contract for deed sellers as referenced in Subd. 4 D and E, above.

Subd. 8. Any person providing inaccurate or incorrect information to the City in any manner as a part of a process of seeking payment by the City under this Section shall be guilty of a misdemeanor whether or not any payments are actually made by the City.

Subd. 9. The City Council may, by resolution, declare that expenses to be incurred in any upcoming Eligible Utility Project shall not be eligible for payment or reimbursement from the City, in which case the provisions of this Section shall not apply to such expenses.

Passed and adopted by the Tracy City Council on 23 November 2015.

Mayor

ATTEST:

City Clerk/Administrator

Tracy Economic Development Authority
August 17th, 2016
Minutes

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

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

Members Absent: Sis Beierman

Also present: Tara Onken, Mike Votca, Kristina Daniels

A motion was made by Tony Peterson and seconded by Bill Chukuske to approve the Minutes for the July 20th and August 10th special meeting. All members voted in favor of the motion.

A motion was made by Bill Chukuske and seconded by Tony Peterson to approve the agenda for the meeting today. All members voted in favor of the motion.

With no further updates, the small cities grant update will be taken off the agenda for future meetings.

Onken updated the group that per feedback received in the BR&E Surveys, changes were made to the website by Mike Votca and Adam Hansen, and invited board members to take a look at it.

Regarding the Personal Best Sports and Fitness Building, our city attorney has been in touch with the estate attorney. The estate has offered to turn the building back over to the EDA if the EDA releases their claim against the estate. A motion was made by Bill Chukuske and seconded by Tony Peterson to agree to release the claim in exchange for a building so long as it did not have any liens and clear title. All members voted in favor of the motion.

Regarding the O'Brien Court management Agreement, Onken updated the board that she has been in touch with Ms. Barstad out at Sanford, and she says they are working on the agreement. Board requested that Onken e-mail Barstad again to set up a time to meet and discuss.

Onken provided the board with draft updated lending policies. Onken had taken comments that were provided by the board members, and updated the documents to reflect those comments. After little discussion, it was requested that Onken send the updated policies out via e-mail for further board review and it will be revisited at the next meeting for further discussion.

Onken updated the board that progress has been made on the DEED Demolition Loan for the Masonic Building. After discussion, the EDA board recommended that this be presented at the City Council. Onken will see that it gets added to City Council agenda, and she will be there to present it to the council.

After a few weeks of reviewing the Strategic Plan document for the EDA, a motion was made by Bill Chukuske and seconded by Tam Schons to approve and adopt the Strategic Plan for the EDA and changes can be made as needed. All members voted in favor of the motion.

Regarding the offer the EDA received on 3rd Street, and since they backed out, Onken asked the board if they would like to actually list the 3rd Street Townhomes for sale. After discussion, it was decided the board would like to keep 5th Street listed for sale, as that is the location they would like to sell first, however, in the future if someone would make an offer on 3rd Street, they would look at it.

Notice of Public Hearing

Notice is hereby given that the City Council of Tracy will meet in the council chambers of the city hall at 6:45 p.m. on Monday September 12, 2016. This public hearing will be held to discuss a subsequent application to USDA Rural Development for funding phase I of the Tracy Waster Water Treatment Project. All residents and property owners in Tracy are encouraged to attend.

Michael Votca
City Administrator

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