

AGENDA

1. **CALL TO ORDER** of regular meeting of the Tracy City Council at 6:30 p.m., Monday, August 22, 2016
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **APPROVAL OF THE MINUTES** for August 8, 2016
5. **APPROVAL OF THE AGENDA**
6. **PUBLIC COMMENT**
7. **PUBLIC HEARING**
8. **REPORTS**
 - A. MNDOT OFFICE OF AERONAUTIC SERVICES – CASSANDRA ISACKSON – DIRECTOR
 - B. INVESTMENT UPDATE – JACK FAY – EHLERS INVESTMENT PARTNERS
 - C. WASTEWATER TREATMENT PROJECT UPDATE – CHRIS LARSON - ISG
 - D. DEPARTMENT REPORTS
9. **PETITIONS, REQUESTS, COMMUNICATIONS**
 - A. REQUEST FOR EXTENSION OF COMPLIANCE ORDER
 - B. EQUIPMENT PURCHASE REQUEST FROM PUBLIC WORKS DEPARTMENT
 - C. SQUAD CAR REPLACEMENT REQUEST FROM POLICE DEPARTMENT
 - D. REQUEST FROM HEADLIGHT HERALD TO COST SHARE REPAIRS DUE TO STREET PROJECT
 - E. REQUEST TO SELL INTOXICATING LIQUOR OFF-SITE AT BEER TENT DURING BOX CAR DAYS – THE CABOOSE
10. **LEGAL ISSUES**
11. **RESOLUTIONS**
 - A. RESOLUTION NO 2016-21 CHARTER COMMUNICTATIONS FRANCHISE EXTENSTION
12. **CONSENT CALENDAR**
 - A. MUNICIPAL ACCOUNTS PAYABLE
 - B. CEMETERY COMMISSION MEETING MINUTES FOR SEPTEMBER 17, 2015
 - C. TRACY ECONOMIC DEVELOPMENT AUTHORITY MINUTES FOR JULY 20, 2016
13. **UNFINISHED BUSINESS**
 - A. FRONT STREET SOLAR FARM LEASE
14. **NEW BUSINESS**
15. **MAYOR AND COUNCIL COMMUNICATIONS**
16. **CLOSED SESSION FOR ATTORNEY CLIENT PRIVLAGE REGARDING SPECIAL ASSESSMENT APPEAL CASES**
17. **ADJORN**

August 8, 2016

The regular meeting of the Tracy City Council was called to order at 6:30 p.m., Monday, August 8, 2016 in the Council Chambers of the Municipal Building. The following Council members were present: Mayor Ferrazzano, Dale Johnson, Jr. and T. Schons. Absent were Kurt Enderson and Pam Cooreman. Also present was M. Votca, City Administrator.

Pledge of Allegiance was given to the flag.

Invocation was given by Pastor Sam Schmeiling.

Motion by Schons, seconded by Johnson to approve the minutes for the meeting on July 25, 2016. All voted in favor of the motion.

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

There were no public comments.

Ferrazzano reported the Liquor Store Committee has met. Discussion is still being held on where to move the liquor store. The committee has plans to meet a couple more times to go over details and plan to have a definitive recommendation to present to the city council on Monday, September 12, 2016.

Motion by Johnson, seconded by Schons to approve the Box Car Day request lists from the Chamber of Commerce during Labor Day weekend. All voted in favor of the motion.

Motion by Johnson, seconded by Schons to approve a temporary dance license for Michael McDonald from Bonnie & Clyde's on August 20, 2016. All voted in favor of the motion.

Motion by Schons, seconded by Johnson to approve waving the picnic table rent and Wounded Warrior Project Fundraiser event requests for street closures and street sweeping on August 20, 2016. All voted in favor of the motion.

Votca said an access request was received from Geronimo Energy to be able to access the land they are renting from the 4th Street East road. The agreement would allow Geronimo right of way access now and in the future should any improvements be made to the road over the life of the rental agreement. Motion made by Johnson, seconded by Schons to grant access. All voted in favor of the motion.

Motion by Schons, seconded by Johnson to adopt Resolution No 2016-20 A Resolution Approving Payment to Duinick Inc. for work completed on 2015 Street Project. All voted in favor of the motion.

C. Larson said five (5) percent payment is still being withheld for current seeding and grass issues and upon completion of the trenchless repair at one of the tie-in points and some county signage, the remainder of the payment will be released.

C. Larson gave an update on the wastewater project permit process. On Phase I, the utility work, ISG has received eight (8) comments back from Rural Development. All were minor things. ISG has sent back the responses. Larson expects the bidding to begin soon. On Phase II, the first round of comments has come back. MPCA and the permitting process have proposed a couple options for the effluent limits the city will need to meet going forward. Currently there are two (2) existing outlets from the system. The proposal on the new base limits only has one outlet which in effect makes the current treatment double of what it is now. Neither party believes this is fair so this is being re-evaluated. Larson said the televising of Phase III continues.

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The Consent Calendar Consists of the Municipal Accounts Payable, Municipal Accounts Receivable, and Fire Relief Association minutes for July 11, 2016. Motion by Johnson, seconded by Schons to approve the Consent Calendar. All voted in favor of the motion.

Votca said the Front Street land being requested for a solar garden from Geronimo is a permitted use for the zone. Motion by Johnson, seconded by Schons to move forward in the process of entering into a rental contract with Geronimo Energy for a solar garden.

Votca outlined the timeframe for the 2017 Budget preparation process. His goals for this budget year are to prepare a good tax levy, to prepare realistic water and sewer rates to be able maintain the utility systems, to prepare a fee schedule for easier enforcement and revenue predictions and to prepare the capital improvement plan finalized. Completion of these goals will assist the budget preparation, plan for the future, and help the council make decisions.

Ferrazzano asked Votca to check that PSN-Payment Service Network, our online payment system, is working properly.

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

ATTEST:

City Administrator

Mayor


Tracy
 Cassandra Isackson
 Director, MnDOT Aeronautics
 August 22, 2016

We all have a stake in **AOB**



Brief History

- ▶ 1933 Minnesota Aeronautics Commission
- ▶ 1943 Minnesota Department of Aeronautics
 - 1958 Federal Aviation Act created FAA. 1966, FAA became part of US DOT.
- ▶ 1976 Department of Aeronautics joined other agencies in becoming MnDOT
- ▶ Chapter 360 – Airports and Aeronautics
 - Regulatory authority – aircraft, airports, etc.
 - Tax collection
 - Expenditures from State Airports Fund

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General Aviation

- ▶ Everything EXCEPT airlines and military
- ▶ Air cargo
- ▶ Business aviation
- ▶ Recreational aviation
- ▶ Aerial application
- ▶ Air ambulance
- ▶ Aircraft manufacturing and maintenance






Drones, UAS, UAV, RC, remotely-piloted, etc.




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Aviation Planning



Award Winning SASP

Tax Collection



Navigation Systems



Air Transportation



Airport Development



Taxiway Construction at Pine River Airport

Aviation Operations and Licensing





State Airports = 135

Classification	Statutory Limit	Current Number
Key	< 40	30
Intermediate	< 90	83
Landing Strip	< 65	22

Key = paved and lighted, 5,000 ft. minimum runway; air freight, airlines, business jets; near larger population and economic centers.

Intermediate = paved runway < 5,000 ft.; single engine, some multi-engine and business jets.

Landing strip = turf runways; single engine and some twin-engine; may close seasonally; ag spraying and crop seeding.

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Obstructions and land uses that constrain utility of airport

- ▶ Obstructions:
 - Tall stuff – cranes, bridges, OH lighting, even roads can be "too tall"
- ▶ Development:
 - buildings, steam, solar arrays, etc.
- ▶ Zoning




Your Community's Front Door

- ▶ Local users
 - Pilots
 - Passengers
 - General Public
- ▶ Transient Users
 - Pilots (Business and Leisure)
 - Passengers





What Do Pilots Want?

- ▶ Courtesy Car (80%)
- ▶ Fuel (75%) and Self-Service Fuel (50%)
- ▶ Clean restroom facilities (67.5%)
- ▶ Updated Fuel Prices online (62.5%)
- ▶ Clean and updated A/D building (57.5%)
- ▶ Nearest Airport to my destination (50%)
- ▶ Runway lighting (50%)
- ▶ Instrument Approach Available (45%)



I like to ride my bicycle....

- ▶ Over 75% of respondents would ride a courtesy bike
- ▶ Two thirds would ride up to 3 miles one way
 - Research indicates 2 miles each way per errand/trip




Funding

- ▶ Federal Airport Improvement Program (AIP)
 - National Plan of Integrated Airport Systems (NPIAS)
 - 70% of Minnesota Airports on NPIAS
 - Channeling Act state – Airport identifies projects, MnDOT approval required
- ▶ State Airports Fund
 - Projects (prioritization and ranking)
 - Maintenance and Operations (formula)
 - Navigational systems
 - MnDOT operations (education programs, etc.)
- ▶ Local Funding
- ▶ Airport-generated revenue

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State Airports Fund

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Managing Investments for your Community's Future

Investment Inventory as of July 31, 2016

City of Tracy
336 Morgan Street
Tracy, MN 56175

Cash Accounts	Balance at July 31, 2016	Yield for July-16	Fund
TD Ameritrade MMA - xxxx1651	367,754.21	0.0100%	GO Bonds 2014A
TD Ameritrade MMA - xxxx4506	199,089.72	0.0100%	General
4 M Fund	19,544.17	0.0800%	General
Total Cash Account	\$ 586,388.10		
Average Weighted Yield	July-16	0.0123%	

General Funds	Purchase Date	Maturity/ Call Date	Face Value at July 31, 2016	Coupon/ Yield-to-Maturity	CUSIP
GOLDMAN SACHS BK USA NY CD 1.8 5%17	Transferred In	5/9/17	193,000.00	1.850%	38143ARY3
GE CAP RETAIL BK DRAPER UTAH CD	Transferred In	5/18/17	245,000.00	1.750%	36157QCW5
GOLDMAN SACHS BK USA NY CD 1.8 %17	Transferred In	5/23/17	52,000.00	1.800%	38143ASV8
STATE BK INDIA NEW YORK N Y CD 2%17	Transferred In	6/22/17	76,000.00	2.000%	856284F58
GE CAPITAL FINANCIAL INC CD	Transferred In	7/20/17	115,000.00	1.800%	36161TCJ2
State Farm Bank CD	Held Away	7/31/17	100,000.00	1.020%	1002876545
State Farm Bank CD	Held Away	10/24/17	200,000.00	1.170%	1003416852
Wex Bank CD	7/11/16	1/8/18	249,000.00	0.916%	92937CDQ8
Firsttrust Savings Bank PA CD	7/25/16	1/22/18	215,000.00	0.816%	337630BA4
Wells Fargo Bank CD	3/28/16	3/23/18	105,000.00	1.110%	9497484B0
American Express Centurion CD	5/22/15	4/30/18	200,000.00	1.325%	02587DXH6
Customers Bank CD	6/24/16	6/25/18	200,000.00	1.200%	23204HDU9
Discover Bank CD	8/13/15	8/13/18	126,000.00	1.708%	254672TS7
Capital One Bank CD	9/24/15	9/23/20	200,000.00	2.321%	14042RAB7
			2,276,000.00		

GO Bonds 2014A	Face Value at July 31, 2016	Coupon/ Yield-to-Maturity	CUSIP
	0.00		
Total Investment Account	\$ 2,276,000.00		
Average Weighted Maturity	574	days	
Average Weighted Yield	1.4406%		

Total Portfolio Value	\$ 2,862,388.10
Total Portfolio Avg Weighted Yield	1.1480%



August 22, 2016

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

RE: 2016-17 Infrastructure Improvements

Mike,

This letter is intended to provide the City of Tracy an update on the status of the referenced project. Please share this with the Council. I will be in attendance at the regular Council meeting this evening to discuss.

Phase 1 – Utility Improvements

We have received concurrence on the final plans and specs from the Rural Development State Engineer. There remain a few minor legal items that need to be resolved prior to receiving approval from the funding agency to solicit bids.

Four permanent utility easements still need to be executed and recorded. As we understand it, three of them (573 1st St E, 513 Circle Drive, and 524 Circle Drive) are in agreement, the paperwork just needs to be finalized. The fourth (150 E Hollett Street) is more complicated as the property owner has passed away and it is unclear to the City who has legal control over the property; you are working with the City Attorney to resolve this. This fourth easement is for a lateral storm sewer line that is needed to drain a low area in the alley between 1st Street E and Center Street. No other improvements are dependent upon this storm sewer lateral, therefore, if the other three easements are finalized, the funding agency has indicated that they would allow the City to solicit bids without the fourth easement in place. If, at the time of award, the easement is still not in place, the storm sewer lateral can be removed from the project via Change Order. If the easement is subsequently obtained, the lateral could be added back in to this project via Change Order, or included in a future project.

Two temporary easements are also outstanding, but it is our understanding that both parties are also in agreement. Both easements are desired to provide access to the easternmost block of E Hollett Street and Summit Avenue during the project.

The current cost estimates for the improvements are greater than those in the Preliminary Engineering Report (PER), primarily due to increases in scope. The funding agency is taking steps to make sure that available funds are in place as necessary.

Phase 2 – Wastewater Treatment System

We received the first set of comments from the funding agency earlier this month and are working on making the necessary revisions.

We have also been in contact with the regulatory agency, the Minnesota Pollution Control Agency (MPCA), regarding the new discharge permit that is necessary. As we have previously discussed, the MPCA was proposing to include a new mercury mass limit in the permit, or alternatively, to freeze the current total suspended solids (TSS) mass limit. We are of the opinion that the TSS limit would be best for the City, assuming that the actual value was reasonable. As you know, the existing wastewater system is actually two sets of ponds that function in parallel and each has its own discharge point. The TSS limit that was initially proposed by MPCA was based on only one of these discharge points, which would effectively halve the allowable TSS discharge concentration. We pointed this out to the MPCA and they are revising their calculations.

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,

A handwritten signature in black ink, appearing to read "Chris Larson", is positioned above the typed name.

Chris Larson, PE
Civil Engineer
Civil Engineering Group



DEED Demolition Loan Information

Masonic Building – 318 Morgan Street, Tracy, MN 56175

- DEMOLITION LOAN PROGRAM
- Gets reimbursed on actual costs
- Same application dates and similar scoring as below
- EDA can be “pass-through” for private developer
- Gets reimbursed on actual costs
- Average funding amount is 200-300k – only 2-3 projects funded/yr
- Acquisition costs can be covered in some cases. Must be vacant for a year.
- They want to see public benefit – tax base increase, create jobs, reduce blighted area, mitigate public hazard, etc.
- Development plan is not required for the DEMO loan, but would like to know the potential redevelopment plans

The EDA has discussed, and came to the conclusion that the application and use of these funds would best be earmarked for the Masonic Building in town, as the building poses major safety and structural issues, and will be costly to demolish. The building, which does have historical significance, has fallen into disrepair and is no longer economically feasible to bring back to a usable state, not to mention, buildings built 100+ years ago generally don't meet the needs we have for them today.

As the building is now beyond repair and houses many environmental concerns such as asbestos, lead based paint and mold, the best option is to have this building professionally demolished. In addition to those reasons, the EDA also wants to set a good example for code enforcement, and to help improve the curb appeal and make Tracy more inviting. The EDA Board makes the recommendation to the City Council that both entities work together to apply for the loan funds, and incorporate this plan into the budget so the building can appropriately get taken care of.

EXAMPLE (NOT BASED ON ACTUAL BIDS RECEIVED, THIS IS JUST A ROUGH ESTIMATE):

If demolition costs \$200,000 –

15 year loan - \$13,333/yr, plus interest

10 year loan - \$20,000/yr. plus interest

First two years of demo loan program are interest free. Interest payments start in year 3.

If a redevelopment plan exists, we could potentially qualify for grant funds:

- REDEVELOPMENT PROGRAM
- Projects are prioritized and scored by following factors
 - Contamination and remediation needed (15) – [cannot pay for remediation, but it is a factor in determining funding award]
 - Uses TIF (25)
 - Redevelopment potential (90)
 - Proximity to public transit (5)
 - Multi-jurisdictional projects that take into acct. housing, transportation, and environmental impact (15)
- 150 total points available, project must score at least 50 to get awarded



August 22, 2016

Tara Onken
Economic Development Coordinator
City of Tracy
336 Morgan Street
Tracy, MN 56175
tonken@tracymn.org

RE: Professional Services Proposal for Demolition Plans for the Masonic Building
Tracy, Minnesota

Tara,

The removal of a substandard building in downtown Tracy is the first step toward a redeveloped site and the economic benefits that a new business can bring. Proceeding with the demolition of the former Masonic Building will move the City closer to that goal. ISG will assist by developing demolition documents to ensure that all bidders utilize the same scope of work and standards during the preparation of bids.

With dozens of successful redevelopment projects performed across the upper Midwest, ISG understands the needs of building demolition. Our designers will verify the site and structure to be removed and critical features to be addressed. In addition, ISG can prepare redevelopment designs to assist the City with the next step in the revitalization of this property. For this project, ISG will deliver the required demolition documents, bidding instructions, specifications, and administration as described in the following sections.

FUNDING ASSISTANCE

ISG will meet with EDA staff to review the requirements and timelines for the Minnesota Department of Employment and Economic Development (DEED) Demolition Loan program. Utilizing the demolition plans, ISG will prepare a preliminary opinion of estimated cost for the proposed demolition activities. A narrative of the scope of work will be prepared to include with required submittals for the loan program. The fee for this service will not be due until the project is funded or for four months from the completion of the submittal, whichever comes first.

DEMOLITION PLAN + SPECIFICATIONS

ISG will visit the site to verify existing conditions, property boundaries, general building configuration, utilities, and other pertinent exterior features. A simple site plan will be prepared to indicate the extents of the demolition to be performed and nearby areas that may potentially require protection during removal.

A project manual containing bidding instructions, required standards, and technical specifications will be prepared to solicit bids from interested contractors. The City has provided ISG with a hazardous materials report for the facility. This information will be utilized to describe the process for removal and disposal of hazardous materials and will be included in corresponding technical specifications.



RESPONSIVE



CREATIVE



INGENIOUS



EAGER



ACCOUNTABLE



BID ADMINISTRATION - OPTIONAL

We understand that the City of Tracy intends to manage and coordinate the bidding process for the demolition project. ISG is also available to offer any bidding assistance that may be requested by the City as the project moves forward. These services include:

- Inviting and soliciting competitive bids from selected general contractors
- Responding to contractor questions
- Issuing clarifications via addendum if necessary
- Assisting with bid evaluation
- Issuing a recommendation of award
- Preparing an agreement between the City of Tracy and the selected contractor

CONSTRUCTION ADMINISTRATION

ISG will provide construction administration services for this project on an hourly basis as requested by the City. These services will involve:

- Answering questions from the City and selected contractor during demolition
- Site visits and observations
- Review and processing of change orders and payment requests that may pertain to unforeseen conditions relevant to demolition activities
- Project close-out activities including a site walk-through

COMPENSATION

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Funding Assistance	\$1,600
Demolition Plan + Specifications	\$4,000
Bid Administration - Optional	Hourly, estimated at \$2,000
Construction Administration	Hourly, to the extent requested by the City

REIMBURSABLE EXPENSES

Anticipated reimbursable expenses such as travel time, mileage expense, and printing costs are included within the compensation listed above. The City of Tracy will be responsible for any review and permit related costs.

ADDITIONAL SERVICES

Our goal for this proposal, like our services, is to be flexible to accommodate the requirements of your project. At your request, ISG is able to provide a subsequent proposal to assist with any necessary additional professional services that may be necessary as future planning for this area is considered.





To indicate acceptance and provide authorization to proceed, please sign the acknowledgment below and return a copy to our office. Upon authorization, we will contact you to coordinate a start date for our work. We look forward to providing the City of Tracy with responsive services, a collaborative approach, and timely delivery.

Sincerely,

Chris Larson, PE
Associate Principal + Senior Civil Engineer

<p>ACKNOWLEDGEMENT OF ACCEPTANCE</p> <p>Accepted this _____ day of _____, 2016</p> <p>For: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>This proposal is valid for 30 days.</p>
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To: Mayor and City Council
From: Valerie Quist, Librarian
Date: 8-15-16
Subject: Department head report

Our Summer Reading Program has wrapped up for the year. I will be tallying the numbers this week. We held our last story time of the summer on Aug. 9 at Central Park.

On Aug. 4 we had a hula hoop program for the kids. Despite rain, which forced us inside, it was a great program and the kids had a lot of fun.

On August 11 at 7 p.m. we hosted musician Mark Bridge, who gave a program called "Historical Notes." It was excellent and we had a pretty good turnout.

We'll be taking a bit of a breather now before starting on programming for the fall and winter.

July was a slow month for us, with 1,388 checkouts and 269 renewals for a total circulation of 1,657. That is considerably lower than last year; however, circulation is up in August, which is traditionally a slower month.

Tracy Municipal Liquor Store

336 South Street
Tracy, Minnesota 56175
Phone: 507-629-5542

TO: HONORABLE MAYOR & COUNCIL MEMBERS
FROM: SANDY LAU
DATE: AUGUST 18, 2016
SUBJECT: JULY DEPARTMENT HEAD REPORT

For July the off-sale was down approximately \$4077.00. The on-sale was down about \$3570.00. Sales for the month were down approximately \$7647.00. There was the once less day in July 2016. Enclosed you will find a break down for July 2015 and July 2016.

July off-sale was down because of the 4th of July sales as you can see in the break down. There was also one less day in July so that would be another reason why sales were down. This month I have been preparing for Labor Day weekend. I would like the bar to be open on Sunday so I will need to get a city license to be able to sell liquor on Sunday September 4th. KE, OS

I am available for questions or concerns. If you know or hear of anything I need to do different please let me know.

Jul-15

Day	Liquor	Wine	Beer	Cig.	Misc	Tax	Total	Liquor	Beer	Cigs	Misc	Total	Grand Total
1	448.64	84.41	792.81	63.00	65.94	128.51	1,583.31	86.50	267.75	63.00	33.25	450.50	2,033.81
2	819.75	206.63	2,123.70	54.00	32.77	296.24	3,533.09	426.75	506.75	117.00	68.25	1,118.75	4,651.84
3	1,862.21	285.00	4,296.36	36.00	186.74	610.68	7,276.99	213.75	335.75	18.00	53.00	620.50	7,897.49
4	726.39	147.23	2,021.50	54.00	147.71	274.79	3,371.62	19.50	83.00	27.00	22.75	152.25	3,523.87
5							0.00					0.00	0.00
6	281.94	121.60	703.17	45.00	20.50	105.05	1,277.26	112.75	302.75	18.00	57.50	491.00	1,768.26
7	464.06	135.68	774.81	27.00	27.90	130.32	1,559.77	108.00	174.75	54.00	18.50	355.25	1,915.02
8	512.75	122.07	816.66	27.00	20.43	136.86	1,635.77	211.00	369.50	45.00	12.00	637.50	2,273.27
9	513.20	197.30	1,183.32	81.00	33.80	173.03	2,181.65	75.25	175.75	9.00	35.75	295.75	2,477.40
10	852.40	462.75	1,655.15	54.00	235.46	292.00	3,551.76	235.25	602.75	108.00	53.50	999.50	4,551.26
11	571.19	595.25	1,990.66	54.00	111.07	299.81	3,621.98	96.50	123.75	116.50	23.50	360.25	3,982.23
12							0.00					0.00	0.00
13	429.69	107.07	970.74	9.00	18.94	141.48	1,676.92	149.25	351.00	35.75	26.25	562.25	2,239.17
14	235.46	96.09	795.90	36.00	25.98	106.38	1,295.81	120.00	397.60	72.00	44.50	634.10	1,929.91
15	466.66	80.00	1,033.25	9.00	25.31	149.28	1,763.50	246.75	377.75	72.00	27.00	723.50	2,487.00
16	330.43	169.10	994.74	45.00	30.10	141.68	1,751.05	212.75	434.35	18.00	41.75	706.85	2,457.90
17	737.72	152.80	2,533.22	72.00	55.03	322.55	3,873.32	665.75	656.78	36.00	95.50	1,454.03	5,327.35
18	633.47	110.89	2,300.24	9.00	161.08	290.45	3,505.13	193.00	262.75	81.00	36.25	573.00	4,078.13
19							0.00					0.00	0.00
20	214.66	154.60	830.76	72.00	33.77	113.80	1,379.59	40.25	249.00	36.00	33.50	358.75	1,738.34
21	370.18	110.47	1,029.05	36.00	47.94	144.44	1,738.08	176.00	275.75	36.00	28.75	516.50	2,254.58
22	265.58	131.66	750.09	45.00	31.44	112.25	1,336.02	98.50	355.50	45.00	21.50	520.50	1,856.52
23	338.71	136.38	1,172.45	18.00	39.58	156.16	1,861.28	112.25	388.00	36.00	37.75	574.00	2,435.28
24	685.28	190.24	1,792.59	81.00	67.51	251.48	3,068.10	100.75	272.25	36.09	49.25	458.34	3,526.44
25	662.99	158.73	1,966.11	99.00	100.94	264.10	3,251.87	245.75	342.75	82.00	36.75	707.25	3,959.12
26							0.00					0.00	0.00
27	278.70	63.22	925.43	63.00	36.37	120.78	1,487.50	44.75	198.75	45.00	8.00	296.50	1,784.00
28	459.89	164.95	713.74	72.00	35.52	127.85	1,573.95	142.00	245.50	36.00	12.75	436.25	2,010.20
29	396.05	180.79	1,011.30	54.00	28.52	150.15	1,820.81	97.25	291.00	45.00	29.75	463.00	2,283.81
30	400.19	124.70	1,251.04	72.00	36.82	167.40	2,052.15	362.75	528.25	53.75	85.75	1,030.50	3,082.65
31	942.18	188.73	1,730.82	27.00	61.42	270.79	3,220.94	244.25	413.00	99.00	40.50	796.75	4,017.69
Totals:	Liquor	Wine	Beer	Cig.	Misc	Tax	Total	Liquor	Beer	Cigs	Misc	Total	Grand Total
	14,900.37	4,678.34	38,159.61	1,314.00	1,718.59	5,478.31	66,249.22	4,837.25	8,982.48	1,440.09	1,033.50	16,293.32	82,542.54



**POLICE DEPARTMENT
CITY OF TRACY, MINNESOTA**

336 MORGAN STREET
TRACY, MINNESOTA 56175

Phone: (507) 629-5534
Fax: (507) 629-5531

To: The Mayor, Members of the Council and City Administrator
From: Chief of Police Jason Lichty
Date: 08-19-16
Re: Council Meeting

Attached you will find activity reports for June (the correct numbers) and July plus activity reports from officers.

I have put out bids to replace our 2011 squad car and should have multiple bids for you to look at on meeting night. I requested bids from Kruse Motors, Lockwoods, Salmons, Kohls-Weelborg (Redwood Falls) Fergus Falls Ford (they have the state bid) and Scott Pruesse Chevy in (Redwood Falls). I have heard back from Lockwoods, Fergus Falls, and spoken with Salmon's who all intend to bid the vehicle.

At the time of this memo, I only have the one bid to attach for you to review. Keep in mind that the bid amount is for the stock vehicle before the Ford Factory lighting options are added to it. The first bid I received for the Interceptor SUV was \$29,400 and they are willing to give us approximately \$14,000 to \$15,000 for our Dodge truck leaving us with a new squad for approximately \$15,500.

Keep in mind that once we accept a bid that we will have to order the squad and delivery will be 2 -3 months for date of order. I will also be asking for permission to start ordering equipment for the new squad as all the parts and pieces that make up a squad also take time to order. Some of the main items will be: cages, push bumpers, computer mounts, center councils, new laptop, in car camera system (this will be partially paid for by vehicle forfeiture money), window kick-outs, new short barreled rifle and mount, new light bar and side marker lights, equipment trays, and the electrical equipment that goes along with it.

Some equipment will be able to be transferred from the 2011 to the new vehicle. I intend to use Brant Standridge from Enforcement Lighting to outfit the new squad. Brant has done a great job on the last 2 squads and has always put out a reliable product. Brant is also good about finding deals on new and slightly used equipment, and finding buyers for equipment that no longer works for us.

I will be at council to answer questions you may have.

Thank you
Chief Lichty

Date 08/19/2016

ANALYSIS - ACTIVITY - DAY

Time 9:01:30

Agency Tracy Police Dept

Report CFS24

Dates 07/01/2016 Thru 07/31/2016

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
Alarm	0	1	0	0	0	0	0	1
All Other	4	2	1	3	1	3	1	15
Animal Complaint	3	1	3	0	3	2	2	14
Assist	4	3	4	5	4	8	2	30
Burglary	1	1	0	0	0	0	0	2
Child Lost Or Found	1	0	0	0	0	1	0	2
Civil Matter	0	0	2	1	1	0	2	6
Damage To Property	1	0	3	0	0	1	0	5
Domestic	0	0	0	1	0	1	2	4
Drug Court Check	1	0	0	0	0	0	0	1
Escort - Funeral, Ban	0	1	0	1	0	2	0	4
Family Matter	0	0	0	0	0	1	0	1
Fraud	0	0	0	0	0	0	1	1
Gun Permit	0	0	0	1	0	0	0	1
Harassment	0	0	0	1	0	1	0	2
Keys Locked In Vehicle	1	0	1	0	0	0	0	2
Ordinance Violation	0	0	0	1	0	0	0	1
Parking Complaints	0	0	0	0	1	0	0	1
Property Damage Acc	0	1	1	0	0	0	0	2
Public Disturbance	0	3	0	0	1	1	0	5
Scam	0	1	1	2	0	0	0	4
Suspicious Anything	1	2	0	1	2	2	1	9
Suspicious Vehicle	0	0	0	1	0	1	0	2
Theft	0	0	2	1	0	0	0	3
Threat	0	1	0	0	0	0	0	1
Traffic Rel Comp	6	2	2	0	3	10	2	25
Insecure Building	1	1	1	0	0	1	0	4
Viol Of Ofp And Haras	0	0	0	1	0	0	0	1
Weapon Involvement	0	0	0	0	1	0	0	1
Welfare Check	0	2	0	0	1	0	1	4
Days Total	24	22	21	20	18	35	14	154

2 of 10

ANALYSIS - ACTIVITY - DAY

Time 9:00:52

Report CFS24

Agency Tracy Police Dept

Dates 06/01/2016

Thru

06/30/2016

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
All Other	0	0	2	1	1	1	3	8
Animal Bite	0	0	0	1	0	0	0	1
Animal Complaint	2	3	2	2	4	1	2	16
Assault	0	0	0	0	0	0	1	1
Assist	3	4	9	8	15	7	5	51
Attempt To Locate	0	0	1	0	0	0	0	1
Check Forgery	0	0	0	0	1	0	0	1
Civil Matter	0	1	0	2	2	1	2	8
Compliance Check	0	0	0	1	1	0	0	2
Damage To Property	1	0	0	1	0	0	0	2
Domestic	0	0	0	0	1	0	0	1
Escort - Funeral, Ban	0	0	0	1	0	1	0	2
Family Matter	0	1	2	1	0	1	0	5
Harassment	0	0	0	0	1	0	0	1
Keys Locked In Vehicle	1	1	2	1	2	0	0	7
Lost Anything	0	0	0	0	0	1	0	1
Ordinance Violation	1	0	7	13	3	7	2	33
Parking Complaints	0	2	0	1	1	1	0	5
Property Damage Acc	0	0	0	0	0	1	1	2
Property Found	2	0	0	0	0	0	0	2
Residence Check	0	0	0	0	0	0	2	2
Suspicious Anything	0	0	1	4	1	4	1	11
Suspicious Vehicle	0	1	0	0	0	1	0	2
Theft	2	0	0	0	0	0	2	4
Threat	0	0	0	0	0	0	1	1
Traffic Rel Comp	6	1	3	1	1	5	3	20
Insecure Building	0	3	0	2	0	0	0	5
Vandalism	0	0	1	0	0	0	0	1
Viol Of Ofp And Haras	1	0	0	0	1	0	0	2
Warrant Pickup	0	0	0	0	1	1	0	2
Welfare Check	0	2	0	1	1	1	0	5
Days Total	19	19	30	41	37	34	25	205

3 of 10

TRACY POLICE DEPARTMENT MONTHLY PATROL LOG

OFFICER: Jason Lichty

BADGE NUMBER: 230

MONTH: July **YEAR:** 2016

GENERAL INFORMATION

TRAFFIC AND CRIMINAL ENFORCEMENT

ICRs 25
 WRITTEN REPORTS 8
 ASSIST OTHER AGENCY 0
 AID TO PUBLIC 0
 AMBULANCE ASSISTS 1
 FIRE DEPT. ASSIST 0
 OPEN DOORS 0

TRAFFIC CITATIONS 0
 ACCIDENTS INVESTIGATED 0
 DWI ARRESTS 0
 PARKING TICKETS 0
OTHER ARRESTS
 MISDEMEANOR 0
 GROSS MISDEMEANOR 0
 FELONY 0

VEHICLE USAGE

MILEAGE FOR MONTH 269
 GALLONS OF FUEL 0
 OIL _____
 OTHER AUTO PURCHASES _____

**TRAINING
TYPE**

HOURS/DAYS

NOTES, COMMENTS AND OTHER SIGNIFICANT INCIDENTS

Traffic: None
 Misd. Arrests: None
 Gross Misd.: None
 Felony Arrests: None

Misc. Worked on Public Nuisance

TRACY POLICE DEPARTMENT MONTHLY PATROL LOG

OFFICER: Nicole Gehrke

BADGE NUMBER: 231

MONTH: July **YEAR:** 2015

GENERAL INFORMATION

TRAFFIC AND CRIMINAL ENFORCEMENT

ICRs 52
 WRITTEN REPORTS 4
 ASSIST OTHER AGENCY 4
 AID TO PUBLIC 0
 AMBULANCE ASSISTS 4
 FIRE DEPT. ASSIST 0
 OPEN DOORS 3

TRAFFIC CITATIONS 1
 ACCIDENTS INVESTIGATED 0
 DWI ARRESTS 0
 PARKING TICKETS 0
OTHER ARRESTS
 MISDEMEANOR 0
 GROSS MISDEMEANOR 0
 FELONY 0

VEHICLE USAGE

MILEAGE FOR MONTH 759
 GALLONS OF FUEL 77.74
 OIL _____
 OTHER AUTO PURCHASES _____

**TRAINING
TYPE**

HOURS/DAYS

Arresting Communication 8 hrs

NOTES, COMMENTS AND OTHER SIGNIFICANT INCIDENTS

- Handled OFP Violation
- Handled a continuous Harassment
- Assisted 232 on a domestic
- Assisted Murray Co. with 2 people violating OFP/DANCO Orders

TRACY POLICE DEPARTMENT MONTHLY PATROL LOG

OFFICER: Adam Hansen

BADGE NUMBER: 232

MONTH: July

YEAR: 2016

GENERAL INFORMATION

TRAFFIC AND CRIMINAL ENFORCEMENT

ICRs 29
 WRITTEN REPORTS 1
 ASSIST OTHER AGENCY 17
 AID TO PUBLIC 0
 AMBULANCE ASSISTS 2
 FIRE DEPT. ASSIST 0
 OPEN DOORS 1

TRAFFIC CITATIONS 0
 ACCIDENTS INVESTIGATED 0
 DWI ARRESTS 0
 PARKING TICKETS 0
OTHER ARRESTS
 MISDEMEANOR 0
 GROSS MISDEMEANOR 0
 FELONY 0

VEHICLE USAGE

MILEAGE FOR MONTH 1077
 GALLONS OF FUEL 83.29
 OIL _____
 OTHER AUTO PURCHASES _____

**TRAINING
TYPE**

HOURS/DAYS

NOTES, COMMENTS AND OTHER SIGNIFICANT INCIDENTS

TRACY POLICE DEPARTMENT MONTHLY PATROL LOG

OFFICER: Matt Boettger

BADGE NUMBER: 233

MONTH: July **YEAR:** 2016

GENERAL INFORMATION

TRAFFIC AND CRIMINAL ENFORCEMENT

ICRs 30
 WRITTEN REPORTS 1
 ASSIST OTHER AGENCY 2
 AID TO PUBLIC 3
 AMBULANCE ASSISTS 1
 FIRE DEPT. ASSIST 1
 OPEN DOORS 0

TRAFFIC CITATIONS 0
 ACCIDENTS INVESTIGATED 0
 DWI ARRESTS 0
 PARKING TICKETS 0
OTHER ARRESTS
 MISDEMEANOR 0
 GROSS MISDEMEANOR 0
 FELONY 0

VEHICLE USAGE

MILEAGE FOR MONTH 383
 GALLONS OF FUEL 47.25
 OIL _____
 OTHER AUTO PURCHASES _____

TRAINING

TYPE HOURS/DAYS
 Arresting Communication @ MERIT Center 8hrs.

NOTES, COMMENTS AND OTHER SIGNIFICANT INCIDENTS

August 17, 2016

To: Honorable Mayor and City Council

From: Shane Daniels, Public Works Director

August Department Head Report:

- **Streets/Parks:** We started to cut trees on the parade route in preparation for Box Car Days, Finished the roofing on the state shop, and alley grading, and mowing of course. All of our part time employees have now returned to school or work. I have been working on budget and a recent ISO audit this week.
- **Utilities:** We are continuing to weld in the filter tank and we are currently over half done with the floor panel installation. Welding was held up due to electrical control issues at the Aquatic Center, thus part of the reason for the 4 day pre-mature closing. We are still dealing with the ongoing battle of jetting, but have halted that work until after Labor Day. The Jetting is at about 80% Complete.
- **Compost:** We have been burning continuously to try to keep the tree pile down; also, we had a contractor recently do some dozing to help with the space issues and aesthetics.
- **Cemetery:** Mowing, Hauling out clay fill from the burials, and repairing roads due to washouts.

Have a good weekend

Shane

To: Mayor and City Council

From: Mike Votca

Date: 08-22-16

Re: Administrator Update

VMC Project: The roof repairs on the VMC have been completed. Dale Johnson III Construction has emplaced the new exit doors in the gym. New hardware still needs to be installed on the doors. FLR Sanders has been emplacing the flooring the last two weeks. They will continue to stain and finish the floor for another few weeks. The design for the floor has been chosen by the School District and I have included a rendering of what it will look like in the packet. The bleachers on the western side of the gym will be the last portion of this year's project.

Active Living Plan: Advertising has been sent out on the Active Living Plan, via facebook and the Headlight Herald. We have received a handful of comments on the wikimapping site and continue to receive surveys. The survey period will end on 23 September. The meeting dates for the active living planning sessions are 23 August at 6pm and 4 October at 6pm. Both meetings will be in the Council Chambers. Max plans to present the plan on 24 October to the City Council

Roofing Projects: The roof repairs on the VMC and Liquor Store have been completed. The crew from KRI has placed most of the membrane on the Fire Hall, but the project is not yet complete.

Elections: The City of Tracy will have three seats up for election in 2016. There were 13 citizens who filed for city council. The Federal Election is held on 8 November.

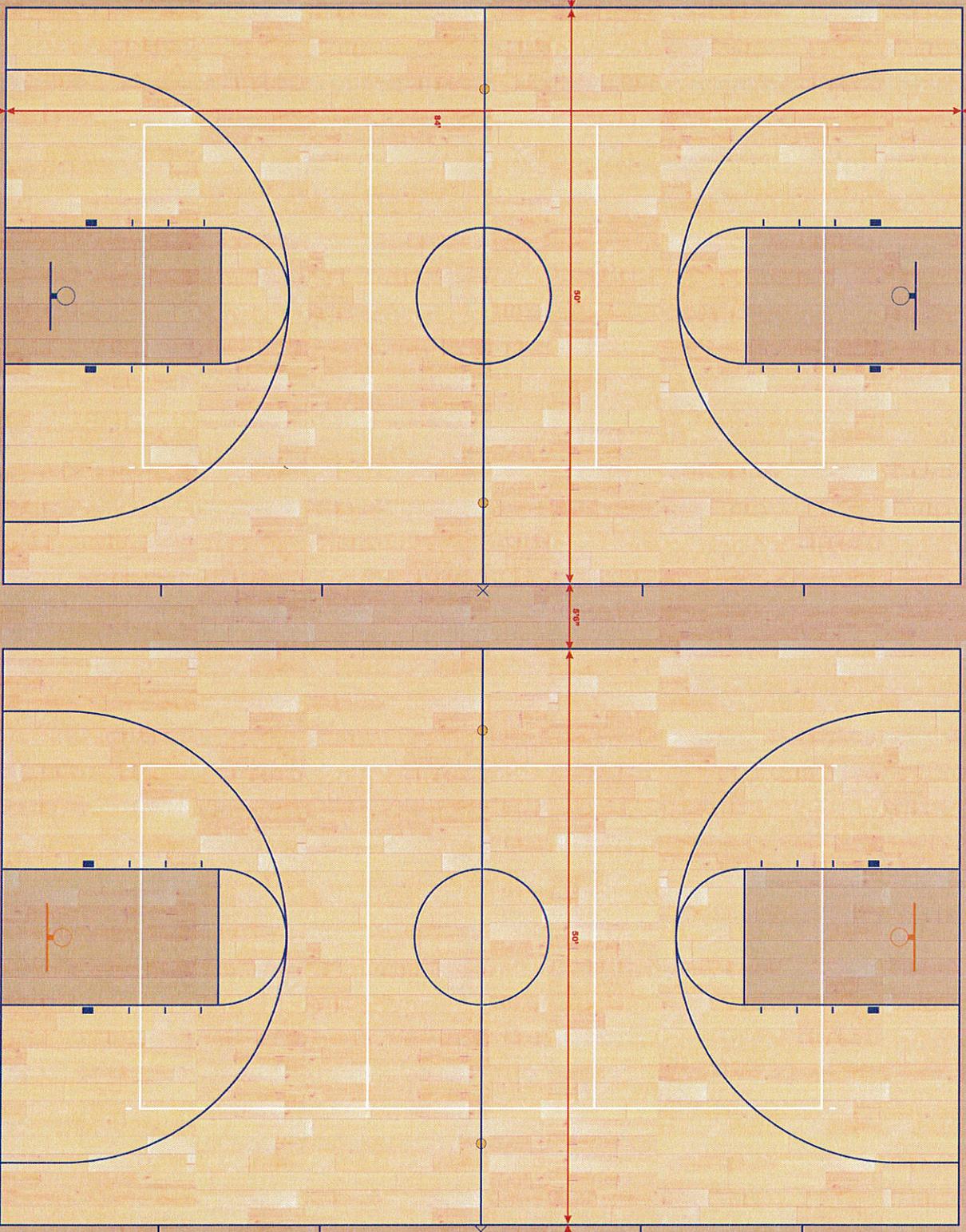
Hiring: The application window has closed for our administrative assistant position. We expect to interview for the position in the last week of August. We will likely make an offer the first week of September.



Michael J. Votca
City Administrator

PANTHERS

PANTHERS



BLEACHERS

border Letters: 3' x 32'

border: 6'

border: 3'

August 15, 2016

9A

Dear Tracy City Council members

I am respectfully submitting this letter as an appeal/request for additional time in satisfying a non-compliance order for the property located at 212 9th Street, Tracy, MN. The order states that the property (house and garage) must be painted by December of 2016.

This property belonged to my now deceased mother, and in discussing arrangements with family members to get the property painted it was decided that we would prefer to install new siding rather than paint. This project would not be able to be done, however, until spring or summer of 2017.

It is my request that we be given one additional year, in good faith, to complete this project and bring the property into compliance with the Property Maintenance Code.

I sincerely appreciate your consideration of this request. Should you have any questions please feel free to call me at anytime. (507-829-9799) Thank you so much!

Very sincerely

Karen Jacobsen Ziemke

Karen Jacobsen Ziemke

COMPLIANCE ORDER

The provisions of Tracy City Code §3.32, Subd. 4B (part of the Property Maintenance Code), the Minnesota State Building Code and other provisions of law provide that, if a structure exists or is being built, used or repaired in a manner or under conditions where it would be in violation of such code or provision of law, a compliance or abatement order may be issued requiring such violation to be corrected or abated.

The structure at: 212 9th Street, Tracy, Lyon County, MN (House and Garage)

has been found by the Property Maintenance Code Compliance Official (Building Inspector) for the City of Tracy to not be in compliance with the Property Maintenance Code. The conditions or defects which have resulted in this order are as follows:

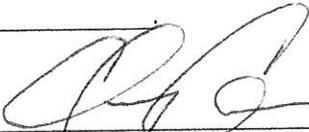
- A. Walls lacking paint or other weather resistant material on house.
- B. Walls lacking paint or other weather resistant material on garage.
- C. Window trim lacking paint or other weather resistant covering on house.
- D. Fascia boards lacking paint or other weather resistant material.
- E. All repair work must be completed per applicable building, electrical or other codes and inspected by certified inspectors; any needed building or other permits must be obtained before work is started.

THE OWNER, OCCUPANT, AGENT OR OPERATOR named below, of the structure, is ordered to correct or remedy such conditions or defects on or before December 31, 2016.

NOTICE IS GIVEN THAT A PERSON OR PARTY TO WHOM THIS ORDER IS DIRECTED MAY APPEAL SAME. The rights of appeal as stated in Tracy City Code §3.32 Subd. 4D are reproduced on the reverse side hereof. Further, notice is also given that restrictions exist as to the transfer of ownership of the structure involved until the defects or conditions stated above have been cured or remedied, all as stated in Tracy City Code §3.32 Subd. 4F. CERTAIN FAILURES TO COMPLY WITH THIS ORDER MAY CONSTITUTE A MISDEMEANOR OFFENSE, and may also result in further proceedings by which the City of Tracy may undertake needed corrective action for the property, resulting in an expense chargeable to the party or parties to whom this order is directed and a possible lien against the property.

Owner, Occupant Agent or Operator of the structure involved: Karen Ziemke/Luann J Hansen
% Elaine E Jacobsen

DATED: March 3, 2016



Compliance Official
City of Tracy



KOHL'S-WEELBORN FORD



FAX COVER SHEET

1307 E. Bridge St
PO Box 190
Redwood Falls, MN 56283
Phone (800) 658-2324
Fax (507) 644-8585
Email mykwford@mediacombb.net
Ford Website www.mykwford.com
Commercial Truck Website www.mykwtrucks.com

To: City of Tracy (Police Bid)

From: Joel

Date: 8-16-16

of Pages _____ (Including Cover)

MESSAGE: Jason, Subject to looking

@the Dodge we were thinking around
*14,500 - *15,000 range for trade allowance.

Joel

Any Question Call or email
joel@mykwford.com



KOHL'S-WEELBORG FORD

VEHICLE ORDER CONFIRMATION

08/16/16

2017 EXPLORER 4-DOOR

Order No: 5534 Priority: K2 Ord FIN: QN483
Ord Code: 500A Cust/Flt Name: CITY OF TRACY

RETAIL		RETAIL	
K8A	4DR AWD POLICE \$31510		
	.112.6" WB	REMARKS TRAILER	
UX	INGOT SLVR MET	153 FRT LICENSE BKT	NC
9	CLTH BKTS/VNL R	SP DLR ACCT ADJ	
W	EBONY BLACK	SP FLT ACCT CR	
500A	EQUIP GRP	FUEL CHARGE	
	.PREM SINGLE CD	B4A NET INV FLT OPT	NC
99T	3.5 V6 ECOBOOST 3295	PRICED DORA	NC
44C	.6-SPD AUTO TRAN NC	DEST AND DELIV	945
41H	ENG BLK HEATER 90	TOTAL BASE AND OPTIONS	36905
51Y	DRV SDE SPT LMP 215	TOTAL	36905
66A	FRONT HDLMP PKG 850	*THIS IS NOT AN INVOICE*	
	.GRILL WIRING	*TOTAL PRICE EXCLUDES COMP PR	
76D	DEFLECTOR PLATE NC		

\$29,405. - plus fees.

1307 E. Bridge St. • PO Box 190
Redwood Falls, MN 56283

Phone (507) 644-2931
Fax (507) 644-8585

E-Mail: mykwford@mediacombb.net • www.mykwford.com • www.mykwtrucks.com



KOHL'S-WEELBORG FORD

VEHICLE ORDER CONFIRMATION

08/16/16

2017 EXPEDITION

Order No: 5534 Priority: J3 Ord FIN: QN483
Ord Code: 102A Cust/Flt Name: CITY OF TRACY

	RETAIL		RETAIL
K1G 4X4 XL EL	\$47895	FUEL CHARGE	
.131" WHEELBASE		B4A NET INV FLT OPT	NC
UX INGOT SILVER		PRICED DORA	NC
C CLOTH BUCKET		DEST AND DELIV	1195
H EBONY		TOTAL BASE AND OPTIONS	45630
102A EQUIP GRP	(3495)	TOTAL	45630
.SSV PACKAGE			
99T .3.5L ECO V6	NC		
446 .6-SPD AUTO O/D	NC		
TDR .265/70R17 OWL	NC		
41H ENGINE HEATER	35		
425 50 STATE EMISS	NC		
153 FRT LICENSE BKT	NC		

\$ 33,466 plus fees.

1307 E. Bridge St. • PO Box 190
Redwood Falls, MN 56283

Phone (507) 644-2931
Fax (507) 644-8585

E-Mail: mykwford@mediacombb.net • www.mykwford.com • www.mykwtrucks.com

10 of 10

Sent 7-23-16

sent to

CONTRACT

AMERICAN WATERWORKS
Basement Systems
 "Lifetime Warranties for Lifetime Solutions"
 www.american-waterworks.com
 (800)-795-1204 (507)-356-6020
 829 Rolling View Lane SE, ***BBB Member***
 Pine Island, MN 55963
 FAX: (507)-356-2061
 Jeremy Radtke (320)-510-2142 mobile



For C



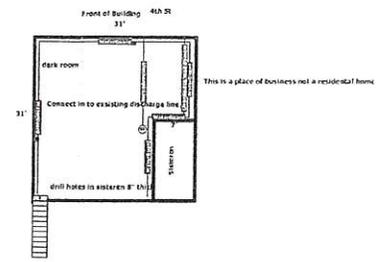
PROPOSAL DATE: **07/21/2016**
 SUBMITTED TO: **Jim keul**
 ADDRESS: **207 4th St Tracy MN 56175**
 JOB LOCATION: **207 4th St Tracy MN 56175**

EMAIL:
 HOME: --
 WORK: --
 CELL: **507-840-0896**
 FAX: --

System Features

WaterGuard	100	Millcreek - Mahogany	
WaterGuard Port	3	Floor Matting	
TrenchDrain		RainChute	
TripleSafe		LawnScope Ext.	
SuperSump	1	RainChute EZ	
UltraSump		Basement Windows	
IceGuard		EverLast Window Insert	
LawnScope Outlet		Sunhouse Enclosures	
FloodCheck		WellDuct Window Drain	
FloodRing		RockWell	
ZenWall		SaniDry Upright	
BrightWall		SaniDry CX Air System	
ThermalDry Wall System		SaniDry Ducts	
CleanSpace Wall System	6	DryTrak	
Wall Restoration		FlexiSpan Full Wall	
Basement to Beautiful Panels		Rock Well Egress Block	
EverLast Wall Panels		Yard Sign Bonus	
Ceiling Prestige		RockWell Egress Cover	
Ceiling Linen		Interior Piers	
Carpet Charcoal		FSI Push Piers	
Tile Beige		Geo-Lock Anchors 16"x16" Earth Anchor	
Tile Sandstone		Lateral Line/Feed Line	
Carpet Mocha		Extended Discharge Line	
Tile Parquet		Admin Fees	1
MillCreek - Natural Oak			

APPROX. INSTALLATION DATE:
 APPROX. COMPLETION DATE:
 (weather & materials permitting)



DETAILED DRAWING ATTACHED

We Propose

To finish material & labor - complete in accordance with above specifications, for the sum of

MyBasement Price	\$	6412.00
MyCrawlspace Price	\$	0.00
Total Contract Price	\$	6412.00
Deposit Required 10 %	\$	641.20
	\$	641.20
Due Upon Installation	\$	= 5770.80

10% SAVIN
Total 1657

I fully understand and accept the transferable warranty provided, which covers only the areas of the basement addressed and does not cover water damage. Partial perimeter systems carry a limited warranty. Sump pumps are covered by a separate manufacturer warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Contractor cannot be responsible for frozen discharge lines without an IceGuard, condensation, damp spot discoloration, water once pumped from house, window well flooding, or fuel tanks or lines. Customer shall grant contractor a 60 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls and back again. Some dust should be expected from work. Payments to be made in full upon completion. All material is guaranteed to be as specified. In the event of seasonal inclement weather conditions, customer may withhold \$10 per foot of underground discharge line length until discharge line is completely installed. All agreements contingent upon accidents or delays beyond our control. Our workers are fully covered by workmen's Compensation Insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowners description of problem. Warranty does not cover water damage. This proposal may be withdrawn by us if not accepted within 30 days.

- A TripleSafe pumping System Is Always Recommended
- A Full Perimeter System Is Always Recommended
- Any discounts voided if not paid in full upon completion
- All Deposits Are Non-Refundable

Type of wall:
 Existing wall finish:
 Existing floor finish:
 Discharge line length away from house:
 Approximate wall sqft.: NaN
 Wall height ft.: NaN

Seller's Signature: Jeremy Radtke Date 7-21-16

Acceptance of Proposal - The above prices, specifications, conditions and separate warranty are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Buyer's Signature: [Signature] Date _____
 Buyer's Signature: _____ Date _____

PAID

PLEASE SIGN, DATE AND RETURN WITH FEES

AUG 08 2016

City of Tracy MN

2016 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



TEMPORARY LICENSE

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

✓ Permission to use liquor license off-site

Bloody mary Bar Sat 3 Box car day weekend at Beer tent

STATE OF MINNESOTA
COUNTY OF LYON

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

The Caboose 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 Sept 3 and ending Sept 3 subject to the laws of Minnesota and Sat Sat

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

ALL LIQUOR APPLICATIONS SHALL INCLUDE A CERTIFICATE OF INSURANCE BEFORE A LICENSE CAN BE ISSUED.

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

John Edward
(SIGNATURE OF APPLICANT)

DATE: 8-8-16

**- AFFIDAVIT OF COMPLIANCE -
LIQUOR LIABILITY INSURANCE REQUIREMENTS**

Minnesota Statute, Section 2003, 340A.409 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of liquor liability insurance unless the one of more of the following exemptions apply:

I am not required to have liquor liability insurance coverage because:

_____ I hold an on-sale 3.2 malt liquor license and had sales of less than \$25,000 of 3.2 percent malt liquor for the preceding year;

_____ I hold an off-sale 3.2 malt liquor license and had sales of less than \$50,000 of 3.2 percent malt liquor for the preceding year;

_____ I hold an on-sale wine license and had sales of less than \$25,000 have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

*Minutal
Insurance
implying Obe
Insurance*

The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: Ericksen Larson
(NOT the insurance agent)

Policy Number: OPS 2327709

Date of Coverages: 12/31/15 to 12/31/16

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

Name: John H Edwards
(last, first, middle)

Doing Business As: The Caboose

(business name if different than your name)

Business Address: 1045 Craig Ave

City, State, Zip: Tracy MN 56175 Phone: (507) 212-0999 / cell 507-626
0201

Signature: John Edward Date: 8-1-16

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

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

Insurance Company Name: SSM Mutual Cos.
(NOT the insurance agent) PH# 1800 937 1181

Policy Number: 054365.024

Date of Coverages: Sept 28 2015 to Sept 28 2016

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

I have no employees

I am self insured (include permit to self-insure)

I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees)

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

Name: John H Edwards
(last, first, middle)

Doing Business As: The Cabage
(business name if different than your name)

Business Address: 1045 Craig Ave

City, State, Zip: Tracy MN 56175 Phone: (507) 212-0999 cell 507 626 0201

Signature: John Edwards Date: 8-8-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MINNWEST INSURANCE AGENCY INC/TRACY BOX 1068 TRACY MN 56175 Phone: 507-629-4053 Fax: 507-629-8165	CONTACT NAME: SARAH JOHNSON	
	PHONE (A/C, No, Ext): 507-629-4053 FAX (A/C, No): 507-629-8165 E-MAIL ADDRESS:	
INSURED The Caboose of Tracy LLC 1045 CRAIG AVE TRACY MN 56175	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERICKSON LARSON	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2327709	12/31/15	12/31/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF TRACY 336 MORGAN ST TRACY, MN 56175	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. 2016-21

**GRANTING CHARTER COMMUNICATIONS, INC.
A FRANCHISE EXTENSION THROUGH SEPTEMBER 30, 2016**

chise

WHEREAS, on or about March 22, 2005, the City of Tracy, Minnesota ("City") granted a Cable Television Franchise ("Franchise") to CC VIII Operating, LLC d/b/a Charter Communications, Inc. ("Charter"); and

rise

WHEREAS, the initial term of the Franchise expired on December 31, 2014; and

WHEREAS, the City adopted Resolution No. 2014-34 on November 17, 2014 extending the term of the Franchise until June 30, 2015; and

ill

WHEREAS, Charter executed said Resolution No. 2014-34 and agreed to continue complying with the Franchise, as amended by the Resolution; and

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WHEREAS, the City adopted Resolution No. 2015-7 on April 27, 2015 extending the term of the Franchise until December 31, 2015; and

the

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WHEREAS, Charter executed said Resolution No. 2015-7 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2016-2 on January 11, 2016 extending the term of the Franchise until June 30, 2016; and

WHEREAS, Charter executed said Resolution No. 2016-2 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2016-16 on June 20, 2016 extending the term of the Franchise until July 31, 2016; and

WHEREAS, the City adopted Resolution No. 2016-19 on July 25, 2016 extending

City Administrator

ACCEPTANCE

CC VIII Operating, LLC hereby acknowledges the City of Tracy Resolution No. ____
_____ and hereby accepts the terms, provisions and recitals of the Resolution and
agrees to be bound by the Franchise to the extent consistent with applicable laws.

CC VIII OPERATING, LLC

By: _____

Its: _____

Sworn to before me this _____
day of _____, 2016.

Notary Public



CITY OF TRACY

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10100 MINNWEST CHECKING

Paid Chk# 068404 8/4/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$64.75

Total DL AND MV-MN DEPT PUB SAFETY \$64.75

DRIVERS LICENSE 024

Paid Chk# 068405 8/4/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$2,571.12

Total DL AND MV-MN DEPT PUB SAFETY \$2,571.12

MOTOR VEHICLE 024

Paid Chk# 068406 8/5/2016 EDWARDS, DOUG

E 411-417-321 OTHER CONTRACTUAL SERVICE \$375.00

E 405-417-321 OTHER CONTRACTUAL SERVICE \$150.00

E 407-417-321 OTHER CONTRACTUAL SERVICE \$125.00

Total EDWARDS, DOUG \$650.00

ORCHARD LANE APT MOWING/SNOW CONTRACT-
JULY 2016

EASTVIEW APT MOWING/ SNOW CONTRACT-JULY
2016

5TH ST APT MOWING/SNOW CONTRACT-JULY 2016

Paid Chk# 068407 8/5/2016 EDWARDS, JOHN

E 405-417-321 OTHER CONTRACTUAL SERVICE \$150.00

E 407-417-321 OTHER CONTRACTUAL SERVICE \$125.00

E 411-417-321 OTHER CONTRACTUAL SERVICE \$375.00

Total EDWARDS, JOHN \$650.00

EASTVIEW APT MOWING/ SNOW CONTRACT-JULY
2016

5TH ST APT MOWING/SNOW CONTRACT-JULY 2016

ORCHARD LANE APT MOWING/SNOW CONTRACT-
JULY 2016

Paid Chk# 068408 8/5/2016 WESTERN COMMUNITY ACTION

G 802-15800 ALLOWANCE FOR FORGIVEABLE L \$15,461.00

E 802-417-321 OTHER CONTRACTUAL SERVICE \$435.00

Total WESTERN COMMUNITY ACTION \$15,896.00

GRANT DRAW DOWN

GRANT DRAW DOWN

Paid Chk# 068409 8/5/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$2,999.25

Total DL AND MV-MN DEPT PUB SAFETY \$2,999.25

MOTOR VEHICLE 025

Paid Chk# 068410 8/5/2016 DL AND MV-MN DEPT PUB SAFETY

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

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

DRIVERS LICENSE 025



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Paid Chk# 068411	8/8/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$4,080.94		MOTOR VEHICLE #026
Total		DL AND MV-MN DEPT PUB SAFETY	\$4,080.94		
Paid Chk# 068412	8/8/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$41.25		DRIVERS LICENSE #026
Total		DL AND MV-MN DEPT PUB SAFETY	\$41.25		
Paid Chk# 068413	8/9/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$3,296.00		MOTOR VEHICLE 027
Total		DL AND MV-MN DEPT PUB SAFETY	\$3,296.00		
Paid Chk# 068414	8/9/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$107.75		DRIVERS LICENSE 027
Total		DL AND MV-MN DEPT PUB SAFETY	\$107.75		
Paid Chk# 068415	8/10/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$2,838.50		MOTOR VEHICLE #028
Total		DL AND MV-MN DEPT PUB SAFETY	\$2,838.50		
Paid Chk# 068416	8/10/2016	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301		LICENSES & TAXES	\$115.00		DRIVERS LICENSE #028
Total		DL AND MV-MN DEPT PUB SAFETY	\$115.00		
Paid Chk# 068417	8/11/2016	AFLAC			
G 101-21712		AFLAC CANCER WITHHOLDING	\$51.96		EMPLOYEE CHECK WITHHOLDING
G 101-21713		AFLAC ACCIDENT WITHHOLDING	\$82.31		EMPLOYEE CHECK WITHHOLDING
Total		AFLAC	\$134.27		
Paid Chk# 068418	8/11/2016	AFSCME			
G 101-21723		AFSCME UNION WITHHOLDING	\$281.92		EMPLOYEE UNION DUES
Total		AFSCME	\$281.92		
Paid Chk# 068419	8/11/2016	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		



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Paid Chk# 068420 8/11/2016 LELS
 G 101-21724 LELS UNION WITHHOLDING \$63.03 POLICE UNION DUES
 Total LELS \$63.03

Paid Chk# 068421 8/11/2016 NCPERS
 G 101-21711 NCPERS WITHHOLDING \$88.00 EMPLOYEE CHECK WITHHOLDING
 Total NCPERS \$88.00

Paid Chk# 068422 8/11/2016 USABEL LIFE
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$3.15 BURCH, KIMBERLY JO
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$20.80 RYKHUS, BRUCE
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$1.30 SCHULTZ, ALLEN JEFFERY
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$8.35 HINZ, LUANN JOAN
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$7.53 LAU, SANDRA R.
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$2.49 FASTENAU, ROCHELLE, M
 G 101-21716 LIFE INS PRETAX WITHHOLDING \$7.20 LICHTY, APRIL LEIGH
 Total USABEL LIFE \$50.82

Paid Chk# 068423 8/11/2016 AB VACUUM CENTER
 E 101-418-222 MAINTENANCE & REPAIR-BUILDI \$73.99 1075 VMC VACUUM REPAIR
 Total AB VACUUM CENTER \$73.99

Paid Chk# 068424 8/11/2016 ARCTIC GLACIER
 E 601-491-907 LIQUOR-STORE SUPPLIES \$55.18 1948622220 LQ STORE ICE
 E 601-491-907 LIQUOR-STORE SUPPLIES \$70.66 1949621906 LQ STORE ICE
 Total ARCTIC GLACIER \$125.84

Paid Chk# 068425 8/11/2016 BAKER & TAYLOR BOOKS
 E 101-441-435 BOOKS \$78.22 2032195560 LIBRARY BOOKS
 Total BAKER & TAYLOR BOOKS \$78.22

Paid Chk# 068426 8/11/2016 BAUMANN, GLORIA
 E 101-412-103 TEMPORARY & PART-TIME WAG \$85.50 ELECTION JUDGE 9HRS @9.50
 Total BAUMANN, GLORIA \$85.50

Paid Chk# 068427 8/11/2016 BELLBOY CORP
 E 601-491-902 LIQUOR PURCHASES \$331.00 54787600 LQ STORE LIQUOR



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Total BELLBOY CORP \$331.00

Paid Chk# 068428 8/11/2016 BEVERAGE WHOLESALERS, INC.

E 601-491-903 BEER PURCHASES \$2,830.75 613535 LQ STORE BEER

Total BEVERAGE WHOLESALERS, INC. \$2,830.75

Paid Chk# 068429 8/11/2016 BONDERSOON,SARA

E 101-412-103 TEMPORARY & PART-TIME WAG \$85.50

Total BONDERSOON,SARA \$85.50

ELECTION JUDGE 9 HRS @9.50

Paid Chk# 068430 8/11/2016 BREAKTHRU BEVERAGE MN WINE

E 601-491-902 LIQUOR PURCHASES \$939.27 1080507961 LQ STORE LIQUOR

E 601-491-901 FREIGHT ON LIQUOR & BEER \$13.26 1080507961 LQ STORE FREIGHT

Total BREAKTHRU BEVERAGE MN WINE \$952.53

Paid Chk# 068431 8/11/2016 CENTURYLINK

E 602-492-231 COMMUNICATIONS-TELEPHONE \$64.00

Total CENTURYLINK \$64.00

UTILITY DEPT COMMUNICATIONS

Paid Chk# 068432 8/11/2016 CHALMERS, JON

E 101-412-103 TEMPORARY & PART-TIME WAG \$57.00

Total CHALMERS, JON \$57.00

ELECTION JUDGE 6 HRS @ 9.50

Paid Chk# 068433 8/11/2016 CHS INC.

E 101-424-202 MOTOR FUELS & LUBRICANTS \$3.48

E 608-498-202 MOTOR FUELS & LUBRICANTS \$266.54

E 203-461-202 MOTOR FUELS & LUBRICANTS \$60.62

E 101-424-202 MOTOR FUELS & LUBRICANTS \$249.79

E 602-492-202 MOTOR FUELS & LUBRICANTS \$177.00

E 101-421-202 MOTOR FUELS & LUBRICANTS \$653.09

E 101-431-202 MOTOR FUELS & LUBRICANTS \$1,124.57

E 101-462-271 UTILITIES \$59.90 617903

E 101-431-223 MAINTENANCE & REPAIR-OTHER \$79.72 ID1087

E 608-498-223 MAINTENANCE & REPAIR-OTHER \$79.72 ID1174

E 101-462-271 UTILITIES \$50.00 ID1717

E 607-451-224 MAINTENANCE-CHEMICALS \$99.68 IVC000000002

FUEL OFFSET

SEWER DEPT FUEL

CEMETERY FUEL

FIRE DEPT FUEL

UTILITY DEPT FUEL

PD FUEL

STREET DEPT FUEL

LP- AIRPORT

STREET DEPT-ROUND UP

PONDS-ROUND UP

LP TANK LEASE AT AIRPORT

POOL CHEMICALS



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Total CHS INC. \$2,904.11

Paid Chk# 068434 8/11/2016 CULLIGAN WATER CONDITIONING

E 101-418-271	UTILITIES	\$22.00	PD WATER COOLER/WATER
E 601-491-271	UTILITIES	\$22.00	LQ STORE WATER COOLER RENT/WATER
Total	CULLIGAN WATER CONDITIONING	\$44.00	

Paid Chk# 068435 8/11/2016 DOLL DISTRIBUTING, LLC

E 601-491-903	BEER PURCHASES	\$2,591.35	LQ STORE BEER
E 601-491-904	MIX PURCHASES	\$45.00	LQ STORE MIX SUPPLIES
Total	DOLL DISTRIBUTING, LLC	\$2,636.35	

Paid Chk# 068436 8/11/2016 DUCHARME, LAURA

E 101-412-103	TEMPORARY & PART-TIME WAG	\$85.50	ELECTION JUDGE 9 HRS @ 9.50
Total	DUCHARME, LAURA	\$85.50	

Paid Chk# 068437 8/11/2016 DUININCK INC

E 412-482-321	OTHER CONTRACTUAL SERVICE	\$317,748.25	PAYMENT DRAW ON 2015 STREET PROJECT
Total	DUININCK INC	\$317,748.25	

Paid Chk# 068438 8/11/2016 EHLERS INVESTMENT PARTNERS LLC

E 101-463-321	OTHER CONTRACTUAL SERVICE	\$419.62	GENERAL FUNDS
E 502-482-321	OTHER CONTRACTUAL SERVICE	\$61.42	GO BONDS 2014A MONTHLY MANAGEMENT FEE
Total	EHLERS INVESTMENT PARTNERS LLC	\$481.04	

Paid Chk# 068439 8/11/2016 ELAN FINANCIAL SERVICES

E 101-441-435	BOOKS	\$48.88	WALMART- LIBRARY DVDS
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$17.99	PAYPAL- UTILITY DEPT PPE
E 101-463-321	OTHER CONTRACTUAL SERVICE	\$20.48	SAFETY MEETING ROLLS
E 101-441-291	SUBS, MEMBRSHPS & CONTRBT	\$9.98	SIMPLE & DELICIOUS-LIBRARY SUBSCRIPTION
E 101-421-201	OFFICE SUPPLIES	\$99.95	AMAZON-PD FINGERPRINT READER FOR LOGIN
E 101-441-435	BOOKS	\$33.92	WALMART-LIBRARY DVD'S
E 101-441-435	BOOKS	\$35.98	AMAZON-LIBRARY BOOKS
E 101-441-435	BOOKS	\$19.95	AMAZON-LIBRARY BOOK
E 101-431-222	MAINTENANCE & REPAIR-BUILDI	\$189.34	MENARDS- PAPER TOWELS/ TOILET PAPER
E 101-421-201	OFFICE SUPPLIES	\$82.75	LAW ENFORCEMENT TARGETS- PS SUPPLIES
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$86.00	CITY OF TRACY-SMALL ENGINE FUEL



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E 101-431-202	MOTOR FUELS & LUBRICANTS	\$0.25	100344	CITY OF TRACY-TEST WEED EATER FUEL
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$0.96	100346	CITY OF TRACY-TEST WEED EATER FUEL
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$0.96	100348	CITY OF TRACY-TEST WEED EATER FUEL
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$50.00	100351	CITY OF TRACY-53 DODGE FUEL
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$16.11	100352	CITY OF TRACY-53 DODGE FUEL
E 101-424-202	MOTOR FUELS & LUBRICANTS	\$18.53	100353	CITY OF TRACY- TANKER PUMP FUEL
E 101-421-223	MAINTENANCE & REPAIR-OTHER	\$82.80	12785554.00	BROWNELLS- PD SUPPLIES
E 101-424-222	MAINTENANCE & REPAIR-BUILD	(\$21.48)	824963	DOLLAR GENERAL-FIRE DEPT FLASH DRIVE RETURN
E 101-425-201	OFFICE SUPPLIES	\$1,411.85	92156	MINNESOTA' BOOKSTORE CODE BOOKS
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$11.90	92156	MINNESOTA'S BOOKSTORE- TREE ID BOOK
E 101-413-201	OFFICE SUPPLIES	\$188.66	WO-213842	BERTELSON-ADMIN OFFICE SUPPLIES
E 203-461-201	OFFICE SUPPLIES	\$187.54	WO-215377	BERTELSON-CEMETERY OFFICE SUPPLIES
Total ELAN FINANCIAL SERVICES		\$2,593.30		

Paid Chk# 068440	8/11/2016	FISCHER, ELAINE		
E 101-412-103	TEMPORARY & PART-TIME WAG	\$85.50		ELECTION JUDGE 9 HRS A@ 9.50
Total FISCHER, ELAINE		\$85.50		

Paid Chk# 068441	8/11/2016	GALE		
E 101-441-435	BOOKS	\$100.06	58464070	LIBRARY BOOKS/SUPPLIES
Total GALE		\$100.06		

Paid Chk# 068442	8/11/2016	HAWKINS WATER TREATMENT		
E 602-492-224	MAINTENANCE-CHEMICALS	\$80.00	3926176R1	WATER PLANT-CHLORINE CYLINDER
E 607-451-224	MAINTENANCE-CHEMICALS	\$1,016.37	3928632R1	AQ-POOL CHEMICALS
Total HAWKINS WATER TREATMENT		\$1,096.37		

Paid Chk# 068443	8/11/2016	HD SUPPLY WATERWORKS LTD		
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$2,079.18	F881310	UTILITY DEPT- FIRE HYDRANT PARTS
Total HD SUPPLY WATERWORKS LTD		\$2,079.18		

Paid Chk# 068444	8/11/2016	HEGGIES PIZZA LLC		
E 601-491-908	LIQUOR-PREPARED FOOD RESA	\$41.10	2244281	LQ STORE FOOD FOR RESALE
Total HEGGIES PIZZA LLC		\$41.10		

Paid Chk# 068445	8/11/2016	HEIMAN INC.		
E 101-424-221	MAINTENANCE & REPAIR-EQUIP	\$473.00	0848477-IN	FIRE DEPT- GEAR



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Total HEIMAN INC. \$473.00

Paid Chk# 068446 8/11/2016 HELLESON,SHEILA

E 101-412-103 TEMPORARY & PART-TIME WAG \$85.50

Total HELLESON,SHEILA \$85.50

ELECTION JUDGE 9 HRS @ 9.50

Paid Chk# 068447 8/11/2016 HEMISH, JANELL

E 101-418-222 MAINTENANCE & REPAIR-BUILDI \$41.88

Total HEMISH, JANELL \$41.88

MENARDS- REIMBURSEMENT FOR AIR FILTERS FOR VMC

Paid Chk# 068448 8/11/2016 HOPE DAC

E 201-471-321 OTHER CONTRACTUAL SERVICE \$111.74

Total HOPE DAC \$111.74

MULTIPURPOSE CTR CLEANING SERVICE

Paid Chk# 068449 8/11/2016 JOHNSON BROTHERS LIQUOR CO.

E 601-491-902 LIQUOR PURCHASES \$2,218.42

E 601-491-904 MIX PURCHASES \$110.00

E 601-491-901 FREIGHT ON LIQUOR & BEER \$44.92

E 601-491-902 LIQUOR PURCHASES \$128.00

E 601-491-902 LIQUOR PURCHASES (\$31.34)

E 601-491-902 LIQUOR PURCHASES (\$13.15)

E 601-491-902 LIQUOR PURCHASES (\$53.59)

E 601-491-902 LIQUOR PURCHASES (\$22.50)

E 601-491-902 LIQUOR PURCHASES (\$8.17)

Total JOHNSON BROTHERS LIQUOR CO. \$2,372.59

Paid Chk# 068450 8/11/2016 LAVOY S REPAIR

E 602-492-221 MAINTENANCE & REPAIR-EQUIP \$374.58

E 608-498-221 MAINTENANCE & REPAIR-EQUIP \$374.58

E 101-424-221 MAINTENANCE & REPAIR-EQUIP \$37.50

Total LAVOY S REPAIR \$786.66

VAC TRUCK REAR TIRES
VAC TRUCK REAR TIRES
FIRE DEPT- 1115 TIRE REPAIR

Paid Chk# 068451 8/11/2016 MIDWEST SUPPLY CO.

E 101-431-221 MAINTENANCE & REPAIR-EQUIP \$1.08

E 101-418-222 MAINTENANCE & REPAIR-BUILDI (\$23.16)

E 101-418-222 MAINTENANCE & REPAIR-BUILDI \$26.50

LAWN SPRAYER
VMC FILTER RETURN
VMC DUST MOP TREATMENT



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E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$29.99	231380	UTILITY DEPT- VENTED GAS CAP
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$1.90	231382	UTILITY DEPT-PIN
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$38.97	231394	SHOP-TOWELS
E 607-451-222	MAINTENANCE & REPAIR-BUILD	\$25.98	231410	AO- TOWELS
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$28.22	231450	VAC TRUCK HYD HOSE
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$26.95	231457	SWIFT BATHROOMS- SHOWER CURTAIN/ CLIPS
Total	MIDWEST SUPPLY CO.		\$156.43	

Paid Chk# 068452	8/11/2016	MILLER, EDSEL		
E 101-412-103	TEMPORARY & PART-TIME WAG	\$85.50		ELECTIONS JUDGE 9 HRS @ 9.50
E 101-412-103	TEMPORARY & PART-TIME WAG	(\$85.50)		ELECTIONS JUDGE 9 HRS @ 9.50
Total	MILLER, EDSEL	\$0.00		

Paid Chk# 068453	8/11/2016	MN DEPT OF TRANSPORTATION		
E 101-462-301	LICENSES & TAXES	\$40.00	8/2016	RENEWAL OF PUBLIC USE LANDING AREAS
Total	MN DEPT OF TRANSPORTATION	\$40.00		

Paid Chk# 068454	8/11/2016	MN ENERGY RESOURCES CORP		
E 101-424-271	UTILITIES	\$49.49		FIRE DEPT UTILITIES
E 407-417-271	UTILITIES	\$12.66		458 5TH ST UTILITIES
E 101-431-271	UTILITIES	\$19.79		HWY 14 UTILITIES
E 101-441-271	UTILITIES	\$56.08		LIBRARY UTILITIES
E 101-424-271	UTILITIES	\$59.33		FIRE DEPT UTILITIES
E 601-491-271	UTILITIES	\$53.14		LQ STORE UTILITIES
E 602-492-271	UTILITIES	\$50.65		1056 HWY 14 UTILITIES
E 607-451-271	UTILITIES	\$1,317.05		AO UTILITIES
E 407-417-271	UTILITIES	\$18.38		466 5TH ST UTILITIES
Total	MN ENERGY RESOURCES CORP	\$1,636.57		

Paid Chk# 068455	8/11/2016	MN WISCONSIN PLAYGROUND, INC		
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$2,556.50	2016292	PLAYGROUND WOOD CHIPS
Total	MN WISCONSIN PLAYGROUND, INC	\$2,556.50		

Paid Chk# 068456	8/11/2016	MOREY SMALL ENGINE SPECIALTY		
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$19.35	6831	SWITCH FOR TRASH PUMP @ STATE SHOP
Total	MOREY SMALL ENGINE SPECIALTY	\$19.35		



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Paid Chk# 068457 8/11/2016 **OLD DUTCH FOODS INC**
 E 601-491-909 LIQUOR-PACKAGED FOOD RESA \$26.60 27713217 LQ STORE PACKAGED FOOD FOR RESALE
Total OLD DUTCH FOODS INC \$26.60

Paid Chk# 068458 8/11/2016 **ONKEN,TARA**
 E 806-417-251 PRINTING & PUBLISHING-ADVER \$5.00
Total ONKEN,TARA \$5.00
 REIMBURSEMENT FOR DOCUMENT FEES FOR MASONIC BUILDING

Paid Chk# 068459 8/11/2016 **PHILLIPS WINE & SPIRITS**
 E 601-491-902 LIQUOR PURCHASES \$2,255.55 2020670 LQ STORE LIQUOR
 E 601-491-901 FREIGHT ON LIQUOR & BEER \$37.36 2020670 LQ STORE FREIGHT
 E 601-491-902 LIQUOR PURCHASES (\$15.27) 242672 LQ STORE LIQUOR CREDIT
Total PHILLIPS WINE & SPIRITS \$2,277.64

Paid Chk# 068460 8/11/2016 **PRAXAIR DIST.**
 E 602-492-321 OTHER CONTRACTUAL SERVICE \$36.65 73922358 ACETYLENE/O2
Total PRAXAIR DIST. \$36.65

Paid Chk# 068461 8/11/2016 **PREMIER LIFT PRODUCTS INC**
 E 101-441-222 MAINTENANCE & REPAIR-BUILDI \$440.00 9386 LIBRARY MAINTENANCE & TESTING SERVICES ON WHEELCHAIR LIFTS
Total PREMIER LIFT PRODUCTS INC \$440.00

Paid Chk# 068462 8/11/2016 **RANDALL,ANNA**
 E 101-412-103 TEMPORARY & PART-TIME WAG \$76.00
Total RANDALL,ANNA \$76.00
 ELECTION JUDGE 8 HRS @ 9.50

Paid Chk# 068463 8/11/2016 **RECREATION SUPPLY COMPANY**
 E 607-451-224 MAINTENANCE-CHEMICALS \$48.40 306167 AQ-POL TESTING CHEMICALS
Total RECREATION SUPPLY COMPANY \$48.40

Paid Chk# 068464 8/11/2016 **RYKHUS, LINDA**
 E 101-412-103 TEMPORARY & PART-TIME WAG \$118.75
 E 101-412-241 TRAVEL CONFERENCES & SCHO \$24.84
Total RYKHUS, LINDA \$143.59
 ELECTION JUDGE 12.5 HRS @ 9.50 + MILEAGE
 ELECTION JUDGE 12.5 HRS @ 9.50 + MILEAGE



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E 201-471-905 RESALE PURCHASES	\$53.30	5529/48	MULTIPURPOSE CTR FOOD FOR RESALE
E 607-451-222 MAINTENANCE & REPAIR-BUILD	\$20.97	5529/56	AO TOILET PAPER/CLOROX WIPES
E 201-471-905 RESALE PURCHASES	\$27.95	5529/77	MULTIPURPOSE CTR FOOD FOR RESALE
Total TRACY FOOD PRIDE	\$156.30		

Paid Chk# 068472 8/11/2016 TRACY PUBLISHING CO.

E 101-412-251 PRINTING & PUBLISHING-ADVER	\$105.00		LEGAL AD-FILING DATES FOR ELECTION
E 806-417-251 PRINTING & PUBLISHING-ADVER	\$27.00		LEGAL AD-VARIANCE
E 101-441-201 OFFICE SUPPLIES	\$14.40	91193	LIBRARY SUPPLIES
E 101-441-251 PRINTING & PUBLISHING-ADVER	\$60.80	96505	LIBRARY-DANCE AD
E 101-413-251 PRINTING & PUBLISHING-ADVER	\$105.00	96516	ADMIN ASSISTANCE HIRING AD
E 601-491-251 PRINTING & PUBLISHING-ADVER	\$63.75	96555	LQ STORE AD
Total TRACY PUBLISHING CO.	\$375.95		

Paid Chk# 068473 8/11/2016 VARIETY FOODS LLC

E 601-491-901 FREIGHT ON LIQUOR & BEER	\$3.00	1226439	LQ STORE FREIGHT
E 601-491-909 LIQUOR-PACKAGED FOOD RESA	\$48.41	1226439	LQ STORE FOOD FOR RESALE
E 601-491-907 LIQUOR-STORE SUPPLIES	\$48.25	1226439	LQ STORE SUPPLIES
E 601-491-906 CIGARETTES	\$555.34	1226439	LQ STORE CIGARETTES
E 601-491-901 FREIGHT ON LIQUOR & BEER	\$3.00	1227535	LQ STORE FREIGHT
E 601-491-907 LIQUOR-STORE SUPPLIES	\$140.59	1227535	LQ STORE SUPPLIES
E 601-491-906 CIGARETTES	\$397.10	1227535	LQ STORE CIGARETTES
E 607-451-905 RESALE PURCHASES	\$444.06	1227536	AQ-FOOD FOR CONCESSIONS
Total VARIETY FOODS LLC	\$1,639.75		

Paid Chk# 068474 8/11/2016 VIKING COCA - COLA BOTTLING

E 601-491-904 MIX PURCHASES	\$151.50	1764795	LQ STORE POP
Total VIKING COCA - COLA BOTTLING	\$151.50		

Paid Chk# 068475 8/11/2016 WEST CENTRAL COMMUNICATIONS IN

E 101-424-221 MAINTENANCE & REPAIR-EQUIP	\$1,586.75	0819565	FIRE DEPT PAGERS/BATTERIES
Total WEST CENTRAL COMMUNICATIONS IN	\$1,586.75		

Paid Chk# 068476 8/11/2016 XCEL ENERGY

E 101-424-271 UTILITIES	\$549.11		FIRE DEPT UTILITIES
E 101-432-271 UTILITIES	\$2,132.27		STREET LIGHT UTILITIES
E 101-432-271 UTILITIES	\$8.71		365 E CRAIG AVE UTILITIES



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Total XCEL ENERGY \$2,690.09

Paid Chk# 068477 8/11/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$709.00

Total DL AND MV-MN DEPT PUB SAFETY \$709.00

MOTOR VEHICLE 029

Paid Chk# 068478 8/11/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$82.00

Total DL AND MV-MN DEPT PUB SAFETY \$82.00

DRIVERS LICENCE 029

Paid Chk# 068479 8/12/2016 VAST BROADBAND

E 101-441-231 COMMUNICATIONS-TELEPHONE \$196.88
 E 101-425-231 COMMUNICATIONS-TELEPHONE \$148.98
 E 101-417-231 COMMUNICATIONS-TELEPHONE \$92.97
 E 601-491-231 COMMUNICATIONS-TELEPHONE \$229.99
 E 605-495-231 COMMUNICATIONS-TELEPHONE \$92.97
 E 101-424-231 COMMUNICATIONS-TELEPHONE \$195.43
 E 101-431-231 COMMUNICATIONS-TELEPHONE \$148.98
 E 101-413-231 COMMUNICATIONS-TELEPHONE \$289.92
 E 201-471-231 COMMUNICATIONS-TELEPHONE \$195.19
 E 602-492-231 COMMUNICATIONS-TELEPHONE \$148.98
 E 608-498-231 COMMUNICATIONS-TELEPHONE \$148.99
 E 607-451-231 COMMUNICATIONS-TELEPHONE \$49.87
 E 101-421-231 COMMUNICATIONS-TELEPHONE \$329.49
Total VAST BROADBAND \$2,268.64

LIBRARY COMMUNICATIONS
 BLD INS COMMUNICATIONS
 EDA COMMUNICATIONS
 LO STORE COMMUNICATIONS
 DEP REG COMMUNICATIONS
 FIRE DEPT COMMUNICATIONS
 STREET DEPT COMMUNICATIONS
 ADMIN COMMUNICATIONS
 MULTIPURPOSE CENTER COMMUNICATIONS
 UTILITY DEPT COMMUNICATIONS
 SEWER DEPT COMMUNICATIONS
 POOL COMMUNICATIONS
 PD COMMUNICATIONS

Paid Chk# 068480 8/12/2016 MILLER, EDSSEL

E 101-412-103 TEMPORARY & PART-TIME WAG \$104.50
 E 101-412-241 TRAVEL CONFERENCES & SCHO \$24.84
Total MILLER, EDSSEL \$129.34

ELECTION JUDGE 11 HRS @ 9.50 PLUS MILEAGE
 ELECTION JUDGE 11 HRS @ 9.50 PLUS MILEAGE

Paid Chk# 068481 8/12/2016 FIRECATT

E 101-424-221 MAINTENANCE & REPAIR-EQUIP \$2,051.75
Total FIRECATT \$2,051.75

FIRE HOSE TESTING

Paid Chk# 068482 8/12/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$4,869.05

MOTOR VEHICLE 030



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Total DL AND MV-MN DEPT PUB SAFETY \$4,869.05

Paid Chk# 068483 8/12/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$172.25

Total DL AND MV-MN DEPT PUB SAFETY \$172.25

DRIVERS LICENSE 030

Paid Chk# 068484 8/15/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$2,137.50

Total DL AND MV-MN DEPT PUB SAFETY \$2,137.50

MOTOR VEHICLE #031

Paid Chk# 068485 8/15/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$83.25

Total DL AND MV-MN DEPT PUB SAFETY \$83.25

DRIVERS LICENSE #031

Paid Chk# 068486 8/16/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$8,115.11

Total DL AND MV-MN DEPT PUB SAFETY \$8,115.11

MOTOR VEHICLE 032

Paid Chk# 068487 8/16/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$91.00

Total DL AND MV-MN DEPT PUB SAFETY \$91.00

DRIVERS LICENSE 032

Paid Chk# 068488 8/17/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$1,637.50

Total DL AND MV-MN DEPT PUB SAFETY \$1,637.50

MOTOR VEHICLE #033

Paid Chk# 068489 8/17/2016 DL AND MV-MN DEPT PUB SAFETY

E 605-495-301 LICENSES & TAXES \$61.75

Total DL AND MV-MN DEPT PUB SAFETY \$61.75

DRIVERS LICENSE #033

Paid Chk# 068490 8/18/2016 AMERIPRIDE LINEN & APPAREL INC

E 601-491-321 OTHER CONTRACTUAL SERVICE \$86.79

Total AMERIPRIDE LINEN & APPAREL INC \$86.79

LQ STORE TOWEL & RUG SERVICE

Paid Chk# 068491 8/18/2016 AQUA LOGIC INC

E 607-451-221 MAINTENANCE & REPAIR-EQUIP \$374.11

Total AQUA LOGIC INC \$374.11

PH PROBE FOR LAP POOL



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Paid Chk# 068492	8/18/2016	ARCTIC GLACIER			
E 601-491-907		LIQUOR-STORE SUPPLIES	\$47.44	1949622917	LQ STORE ICE
E 601-491-907		LIQUOR-STORE SUPPLIES	\$78.40	1950622615	LQ STORE ICE
Total		ARCTIC GLACIER	\$125.84		

Paid Chk# 068493	8/18/2016	CAMPBELL TREE SERVICE			
E 101-431-321		OTHER CONTRACTUAL SERVICE	\$240.00		SWIFT LAKE PARK STUMP GRINDER
E 101-431-321		OTHER CONTRACTUAL SERVICE	\$200.00		SOFTBALL FIELDS STUMP GRINDER
E 203-461-321		OTHER CONTRACTUAL SERVICE	\$170.00		CEMETERY STUMP GRINDER
Total		CAMPBELL TREE SERVICE	\$610.00		

Paid Chk# 068494	8/18/2016	CARLSON TREE SERVICE			
E 101-431-321		OTHER CONTRACTUAL SERVICE	\$380.00	132938	REMOVE ASH TREE IN CENTRAL PARK
Total		CARLSON TREE SERVICE	\$380.00		

Paid Chk# 068495	8/18/2016	DESMET WELDORS & MACHINE CO.			
E 101-424-221		MAINTENANCE & REPAIR-EQUIP	\$676.13	0076987	FIRE DEPT INSTALLATION OF AIR BAGS
Total		DESMET WELDORS & MACHINE CO.	\$676.13		

Paid Chk# 068496	8/18/2016	DOLL DISTRIBUTING, LLC			
E 601-491-903		BEER PURCHASES	\$1,341.10	658321	LQ STORE BEER
E 601-491-903		BEER PURCHASES	\$125.00	658323	LQ STORE BEER
Total		DOLL DISTRIBUTING, LLC	\$1,466.10		

Paid Chk# 068497	8/18/2016	ENVIRO MASTER, INC.			
E 601-491-321		OTHER CONTRACTUAL SERVICE	\$66.26	532115	LQ STORE BATHROOM CLEANING SERVICE
Total		ENVIRO MASTER, INC.	\$66.26		

Paid Chk# 068498	8/18/2016	FASTENAL COMPANY			
E 101-431-223		MAINTENANCE & REPAIR-OTHER	\$188.56	MNMMAR80753	ST DEPT WIRE CONNECTORS
Total		FASTENAL COMPANY	\$188.56		

Paid Chk# 068499	8/18/2016	G & R ELECTRIC			
E 101-418-222		MAINTENANCE & REPAIR-BUILD	\$1,137.75	35673	VMC EMERGENCY EXIT SIGNS/ LIGHTS
Total		G & R ELECTRIC	\$1,137.75		

Paid Chk# 068500	8/18/2016	G. H. PLUMBING & HEATING			
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E 101-431-321	OTHER CONTRACTUAL SERVICE	\$164.15	8270	SOFTBALL FIELD CLEAR PLUGGED FLOOR DRAIN
E 601-491-222	MAINTENANCE & REPAIR-BUILD	\$82.50	8287	LQ STORE AC REPAIR
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$592.50	8298	LEAKING WATER MAIN VALVE ON 7TH ST
E 601-491-222	MAINTENANCE & REPAIR-BUILD	\$124.31	8331	LQ STORE PLUGGED FILTER
Total G. H. PLUMBING & HEATING		\$963.46		

Paid Chk# 068501 8/18/2016 GOPHER STATE ONE CALL				
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$29.02	6050754	UTILITY LOCATES/FAXES
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$29.03	6050754	UTILITY LOCATES/FAXES
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$20.93	6060754	UTILITY LOCATES/FAXES
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$20.92	6060754	UTILITY LOCATES/FAXES
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$9.45	6070754	UTILITY LOCATES/FAXES
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$9.45	6070754	UTILITY LOCATES/FAXES
Total GOPHER STATE ONE CALL		\$118.80		

Paid Chk# 068502 8/18/2016 HARRY S FROZEN FOODS				
E 601-491-908	LIQUOR-PREPARED FOOD RESA	\$197.00	25230	LQ STORE PIZZA
Total HARRY S FROZEN FOODS		\$197.00		

Paid Chk# 068503 8/18/2016 HAWKINS WATER TREATMENT				
E 602-492-224	MAINTENANCE-CHEMICALS	\$4,699.77	3932259	WATER PLANT CHEMICALS
E 607-451-224	MAINTENANCE-CHEMICALS	\$2,568.67	3932327	AQ CENTER CHEMICALS
Total HAWKINS WATER TREATMENT		\$7,268.44		

Paid Chk# 068504 8/18/2016 HOPE DAC				
E 601-491-321	OTHER CONTRACTUAL SERVICE	\$43.10		LQ STORE CLEANING SERVICE
Total HOPE DAC		\$43.10		

Paid Chk# 068505 8/18/2016 JOHNSON BROTHERS LIQUOR CO.				
E 601-491-902	LIQUOR PURCHASES	\$1,554.55	5512973	LQ STORE LIQUOR
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$36.57	5512973	LQ STORE FREIGHT
Total JOHNSON BROTHERS LIQUOR CO.		\$1,591.12		

Paid Chk# 068506 8/18/2016 MARCO				
E 101-413-321	OTHER CONTRACTUAL SERVICE	\$229.02	INV3534883	CITY HALL COPIER CONTRACT
Total MARCO		\$229.02		



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Paid Chk# 068507 8/18/2016 MIDWEST SUPPLY CO.				
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$38.97	229917	TRASH BAGS FOR PARKS
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$7.99	230672	VALVE BOX
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$14.20	230873	SPRAYER GUAGE
E 602-492-223	MAINTENANCE & REPAIR-OTHER	\$34.34	231460	AIR HOSE FITTINGS
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$15.99	231461	SHOWER CURTAINS FOR SWIFT LAKE
E 602-492-223	MAINTENANCE & REPAIR-OTHER	\$3.55	231464	AIR HOSE FITTINGS
E 602-492-223	MAINTENANCE & REPAIR-OTHER	\$10.00	231467	AIR HOSE FITTINGS
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$3.52	231476	SHOP SUPPLY - BOLTS
E 201-471-222	MAINTENANCE & REPAIR-BUILD	\$27.98	231478	MULTIPURPOSE CTR CLEANING SUPPLIES
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$3.00	231505	BLEACH
E 607-451-221	MAINTENANCE & REPAIR-EQUIP	\$5.15	231536	CHEMICAL FITTINGS
	Total MIDWEST SUPPLY CO.	\$164.69		

Paid Chk# 068508 8/18/2016 MOREY SMALL ENGINE SPECIALTY				
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$21.85	6826	POLE SAW
	Total MOREY SMALL ENGINE SPECIALTY	\$21.85		

Paid Chk# 068509 8/18/2016 PEPSI - COLA BOTTLING CO.				
E 607-451-905	RESALE PURCHASES	\$75.00	0001806014	AQ CENTER POP
	Total PEPSI - COLA BOTTLING CO.	\$75.00		

Paid Chk# 068510 8/18/2016 PHILLIPS WINE & SPIRITS				
E 601-491-902	LIQUOR PURCHASES	\$1,815.30	2024236	LQ STORE LIQUOR
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$27.03	2024236	LQ STORE FREIGHT
	Total PHILLIPS WINE & SPIRITS	\$1,842.33		

Paid Chk# 068511 8/18/2016 SIK, LYDELL				
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$37.65		REIMBURSEMENT FOR AIR FILTERS AT VMC
	Total SIK, LYDELL	\$37.65		

Paid Chk# 068512 8/18/2016 SW REGIONAL DEV COMMISSION				
E 101-463-321	OTHER CONTRACTUAL SERVICE	\$260.00		TRACY ACTIVE LIVING
	Total SW REGIONAL DEV COMMISSION	\$260.00		

Paid Chk# 068513 8/18/2016 THE CABOOSE				
E 101-463-331	MISCELLANEOUS	\$25.00		REFUND OF TEMPORARY CITY LICENSE



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Total THE CABOOSE \$25.00

Paid Chk# 068514 8/18/2016 TRACY ACE HOME CENTER

E 608-498-222 MAINTENANCE & REPAIR-BULLDI \$62.07 B10039 STATE SHOP ROOF

E 101-431-222 MAINTENANCE & REPAIR-BULLDI \$2.29 B9912 SWIFT LAKE SHOWER CURTAIN RING

Total TRACY ACE HOME CENTER \$64.36

Paid Chk# 068515 8/18/2016 TRACY AUTO VALUE

E 602-492-221 MAINTENANCE & REPAIR-EQUIP \$6.98 35065366 AIR COMPRESSOR FITTINGS

E 602-492-221 MAINTENANCE & REPAIR-EQUIP (\$1.21) 35065371 AIR COMPRESSOR FITTINGS

Total TRACY AUTO VALUE \$5.77

Paid Chk# 068516 8/18/2016 TRACY FOOD PRIDE

E 607-451-222 MAINTENANCE & REPAIR-BULLDI \$4.59 5529 / 110 AQ CENTER TRASH BAGS

E 607-451-222 MAINTENANCE & REPAIR-BULLDI \$15.98 5529 / 204 AQ CENTER TOILET PAPER

E 201-471-222 MAINTENANCE & REPAIR-BULLDI \$14.67 5529 / 278 MULTIPURPOSE CTR SUPPLIES

E 201-471-905 RESALE PURCHASES \$3.25 5529 / 281 MULTIPURPOSE CTR FOOD FOR RESALE

E 201-471-905 RESALE PURCHASES \$6.49 5529 / 66 MULTIPURPOSE ICE CREAM

E 201-471-905 RESALE PURCHASES \$18.92 5529 / 68 MULTIPURPOSE CTR FOOD FOR RESALE

E 201-471-905 RESALE PURCHASES \$29.44 5529 / 76 MULTIPURPOSE CTR FOOD FOR RESALE

E 201-471-905 RESALE PURCHASES \$2.78 5529 / 94 MULTIPURPOSE CTR FOOD FOR RESALE

E 101-418-222 MAINTENANCE & REPAIR-BULLDI \$5.00 5529 / 94 VMC AIR FRESHENERS

E 201-471-905 RESALE PURCHASES \$14.16 5529 / 98 MULTIPURPOSE CTR FOOD FOR RESALE

E 101-424-332 FIRE PREVENTION TRAINING \$40.13 5544 / 23 FD SANBORN PARADE CANDY

E 101-424-241 TRAVEL CONFERENCES & SCHO \$9.98 5544 / 283 FIRE DEPT WATER/ICE

E 101-424-222 MAINTENANCE & REPAIR-BULLDI \$9.00 5544 / 67 FIRE DEPT SUPPLIES

E 101-424-241 TRAVEL CONFERENCES & SCHO \$9.98 5544 / 71 FIRE DEPT WATER/ICE

Total TRACY FOOD PRIDE \$184.37

Paid Chk# 068517 8/18/2016 TRACY PUBLISHING CO.

E 101-413-251 PRINTING & PUBLISHING-ADVER \$105.00 96584 ADMIN ASST. AD

Total TRACY PUBLISHING CO. \$105.00

Paid Chk# 068518 8/18/2016 WINE MERCHANTS

E 601-491-902 LIQUOR PURCHASES \$72.00 7094041 LO STORE WINE

E 601-491-901 FREIGHT ON LIQUOR & BEER \$1.59 7094041 LO STORE WINE FREIGHT



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AUGUST 2016

Check Amt Invoice Comment

Total WINE MERCHANTS

\$73.59

Paid Chk# 068519 8/18/2016 XCEL ENERGY

Account Number	Description	Amount	Invoice Number	Comment
E 407-417-271	UTILITIES	\$126.79		UTILITIES-5TH ST APTS
E 101-418-271	UTILITIES	\$23.20		UTILITIES-MTR BY CITY HALL
E 101-426-271	UTILITIES	\$8.08		UTILITIES-SIREN
E 607-451-271	UTILITIES	\$2,772.16		UTILITIES-SWIMMING POOL
E 601-491-271	UTILITIES	\$1,233.78		UTILITIES-LQ STORE
E 602-492-271	UTILITIES	\$598.39		UTILITIES-WELLS
E 101-418-271	UTILITIES	\$1,327.37		UTILITIES-VMC
E 101-418-271	UTILITIES	\$396.52		UTILITIES-MUNICIPAL BLDG
E 201-471-271	UTILITIES	\$718.39		UTILITIES-MULTIPURPOSE CENTER
E 602-492-271	UTILITIES	\$51.00		UTILITIES-110 6TH ST
E 602-492-271	UTILITIES	\$1,298.88		UTILITIES-1156 CRAIG AVE
E 101-431-271	UTILITIES	\$118.41		UTILITIES-SWIFT LAKE
E 608-498-271	UTILITIES	\$12.34		UTILITIES-SEWAGE METER
E 101-431-271	UTILITIES	\$128.66		UTILITIES-BAND SHELL
E 101-426-271	UTILITIES	\$7.95		UTILITIES-SIREN
E 101-432-271	UTILITIES	\$134.87		UTILITIES-STREET LIGHTS
E 101-441-271	UTILITIES	\$386.68		UTILITIES-LIBRARY
E 608-498-271	UTILITIES	\$23.34		UTILITIES-SEWAGE MTR STATION
E 608-498-271	UTILITIES	\$64.60		UTILITIES-SEWER LIFT
E 101-431-271	UTILITIES	\$11.75		UTILITIES-3298 HWY 14
E 101-431-271	UTILITIES	\$27.66		UTILITIES-283 1/2 ELM ST
E 201-471-271	UTILITIES	\$14.00		UTILITIES-UPSTAIR MPC
E 101-431-271	UTILITIES	\$13.11		UTILITIES-VELTA PARK
E 101-462-271	UTILITIES	\$20.19	512225163	UTILITIES-AIRPORT
E 101-462-271	UTILITIES	\$211.87	512418855	UTILITIES-AIRPORT

Total XCEL ENERGY

\$9,729.99

10100 MINNWEST CHECKING

\$438,223.74



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AUGUST 2016

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Fund Summary

10100 MINNWEST CHECKING	
101 GENERAL	\$25,483.60
201 MULTI PURPOSE CENTER OP	\$1,238.26
203 CEMETERY OPRTNG FUND	\$418.16
405 EASTVIEW APARTMENTS	\$300.00
407 5TH STREET APARTMENTS	\$407.83
411 ORCHARD LANE & 2016A HOUSING	\$750.00
412 2014 CONSTRUCTION FUND (4TH&M)	\$317,748.25
502 2014 GO BOND(4TH & MORGAN)	\$61.42
601 LIQUOR STORE OPRTNG	\$21,115.39
602 UTILITY-WATER	\$10,430.63
605 LICENSING	\$34,211.69
607 AQ CENTER OPERATIONS	\$8,944.51
608 UTILITY-SEWER	\$1,186.00
802 CDBG GRANT FUND	\$15,896.00
806 ECONOMIC DEV RESERVE	\$32.00
	<hr/>
	\$438,223.74

CEMETERY COMMISSION
September 17, 2015

12 B

The regular meeting of the Tracy Community Cemetery Commission was called to order at 5:00 p.m., Thursday, September 17, 2015 in the Council Chambers of the Municipal Building. The following members were present: S. Moyars, S. Beierman and D. Ohman. Absent was E. Fischer. Also present were M. Votca, City Administrator and S. Daniels, Public Works Director.

Motion by Ohman, seconded by Beierman to approve the minutes for the June 18, 2015 meeting. All voted in favor of the motion.

Motion by Ohman, seconded by Beierman to approve the agenda as presented. All voted in favor of the motion.

S. Daniels reported that all the repairs on monuments that were requested have been completed. The total cost of the project was \$3,210.00.

While at the cemetery recently Moyars was asked how to find the location of a burial. She is wondering if a board at the cemetery would be helpful to tell who is buried and where. Daniels stated it would have to be made of something that is durable to the Minnesota weather. Beierman suggested that they table this until they can check with other cemeteries if they have some way of doing this.

Votca stated the last meeting for this year will be the October 15, 2015 meeting.

Moyars said the 4-H is still interested in doing a clean-up time at the cemetery.

Motion by Ohman, seconded by Beierman to adjourn the meeting at 5:15 p.m. All voted in favor of the motion.

ATTEST



City Administrator

Tracy Economic Development Authority
August 10th, 2016
Minutes



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

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

Members Absent: Sarah Willhite

Also present: Tara Onken, Mike Votca, Luann Hansen

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.

The sole item on the agenda for this special meeting was to discuss the offer received on the 3rd Street Townhomes. Hansen presented the offers to the board, and the board had a lengthy discussion on the pros and cons of the offer. Hansen said that "offers like this don't come around very often, especially since it is cash." The offer was contingent upon tax abatement being approved for the units, as well as a home inspection. Principal balance on 3rd street is estimated to be at \$124,550, which is what our payoff would be to the bank. Mr. Votca also noted that to sell this property, since it has not been publicly listed, a 10 day notice and a public hearing would be required. The board set the hearing date for Monday, August 29th at 7:00 AM. A motion was made by Tony Peterson and seconded by Bill Chukuske to accept the offer contingent upon the results of the public hearing. In addition, the motion included to honor the 5th street contract and gives Tara signing authority to sign documents and carry out any and all actions necessary for the sale of the townhomes. All members voted in favor of the motion.

Luann requested some additional financial information, which Onken and Votca will work on, and have it sent to her within a day.

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

Meeting was adjourned at 7:37 AM.

Respectfully Submitted,

Tara Onken

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

Table with 2 columns: Term and Duration. Rows: 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 condemnor 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.

(continued on next page)

AND ALSO EXCEPTING:

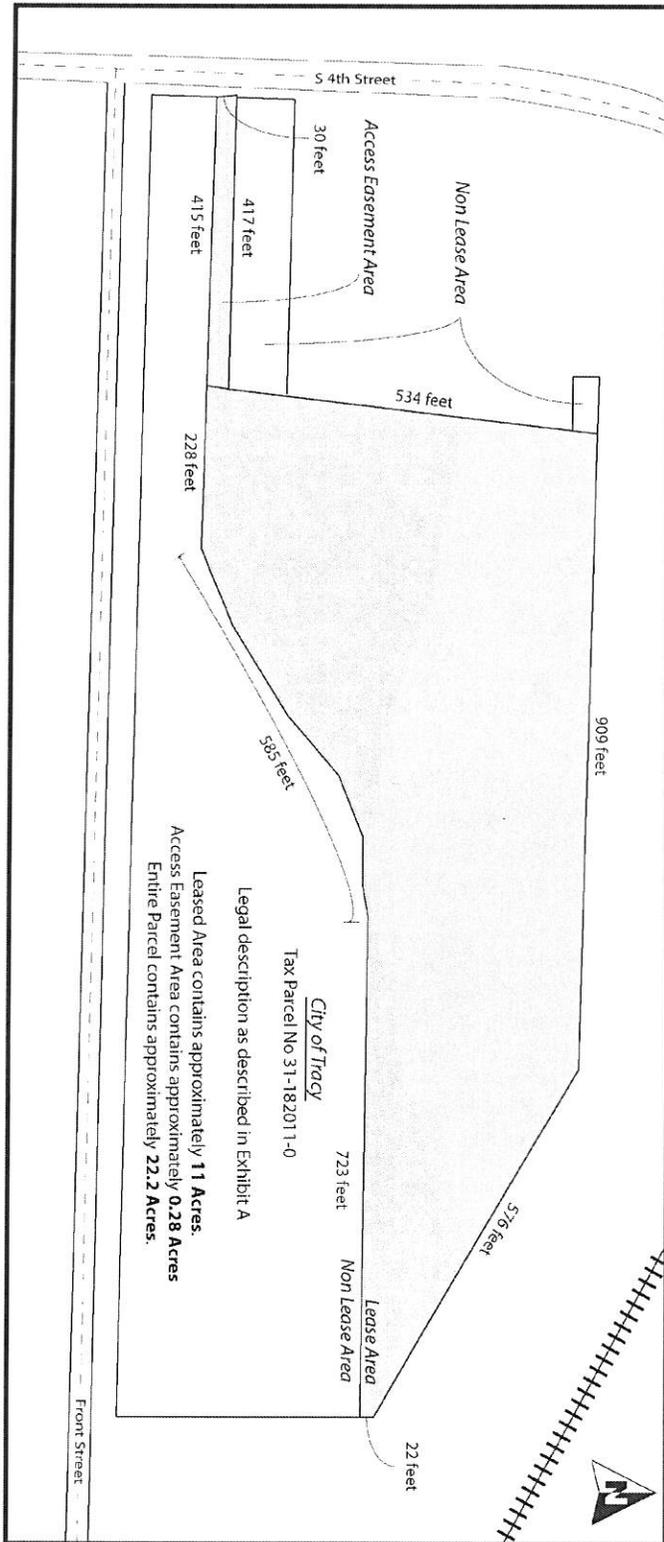
Commencing at the Southwest corner of the North 1/2 of said Southeast 1/4; thence North 00 degrees 10 minutes 55 seconds West, bearing based on Lyon County Coordinate System, along the West line of said Southeast Quarter, a distance of 289.94 feet to the point of beginning; thence continuing North 00 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

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.

(continued on next page)

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
TO MEMORANDUM**

SITE PLAN

