

Tracy City Council Meeting-Via Phone due to COVID-19 Outbreak

Council Chambers

Monday May 11, 2020

6:30 pm

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Public Hearing**
- 4. Public Comment**
- 5. Consent Calendar**
 - A. Approval of April 27, 2020 minutes
 - B. Approval of Municipal Accounts Payable
 1. Without Breakthru Beverage
 2. Without Sanford Health
 - C. Tracy Relief Minutes
- 6. Mayor and Council Communication**
 - A. Appoint EDA Board Member to fill Landuyt's seat
- 7. Staff Reports**
- 8. New Business**
 - A. City Administrator
 1. Joint Powers Agreement between Tracy Police Dept and County
 2. Approve Rural Fire Contracts
 3. Aquatic Center as it applies to the COVID-19 Pandemic
 4. Upcoming Elections-Consider mail ballot for 2020 elections
 5. Petition for Local Improvement-Chuck DeVetter
 6. Masonic Lodge Contract
 - B. City Attorney
 1. Council meeting moving forward-Virtually or in person
- 9. Adjourn**

April 27, 2020

The regular meeting of the Tracy City Council was called to order at 6:30 p.m., Monday, April 27, 2020 via GoToMeeting. The Council members were not on site due to the coronavirus outbreak. The following Council members were available: Mayor Tony Peterson, Jeri Schons, Dave Tiegs, Kou Thao and George Landuyt. Also present in the Council Chambers were Shane Daniels-Public Works Director, Erik Hansen-City Administrator and Diane Campbell-Deputy Clerk.

Mayor Peterson indicated that the pledge of allegiance and the invocation will be removed from the agenda until they are again able to meet in person.

George Landuyt took the oath and was sworn in as a City of Tracy Councilmember.

Mayor Peterson asked for the approval of the agenda. Mayor Peterson stated that they can delete 7B2-Sanford Health accounts payable. Motion was made by Tiegs, seconded by Thao to approve the agenda as amended. All voted in favor.

The Consent Calendar consisted of the Council minutes from April 13, 2020 and April 20, 2020 and the Municipal Accounts Payable and receivable.. Motion was made by Tiegs, seconded by J. Schons to approve the Minutes, the Municipal Accounts Payable without Breakthru Beverage and the Municipal Accounts Receivable. All voted in favor. Motion was made by J. Schons, seconded by Thao to approve the Breakthru Beverage accounts payable. Voting in favor: Thao, J. Schons and Mayor Peterson. Abstaining: Tiegs.

Mayor Peterson indicated during the Mayor and Council Communications that he would like to entertain a discussion regarding the Conflict of Interest agenda item. He feels that it is redundant and that councilmembers should be able to participate in conversations and declare a conflict when it comes to voting. The other boards and commissions should handle as they see fit. Motion was made by Tiegs, seconded by Thao to remove the conflict of interest line item from the agenda. All voted in favor.

Hansen addressed the issue with the council regarding the fact that they will now have three councilmembers on the EDA Board with Landuyt being sworn in as a councilmember. The EDA Board By-laws indicate that there should only be two. Motion was made by Tiegs, seconded by Thao to suspend the by-laws to allow for Landuyt to stay on until a replacement is found. All voted in favor. Motion was made by Tiegs, seconded by Thao to advertise for the open position. All voted in favor.

Jason Lichty, Chief of Police addressed the council with his department head report. He indicated that the Jt Powers Agreement with the BCA and County Attorney has not yet been received. This is fairly standard and will be reviewed by both the City Attorney and County Attorney when complete. This item on the agenda was tabled until the next meeting to allow the City Attorney to review it.

Concerns with delaying the due date for the property taxes due to COVID-19 and the issues that would cause were discussed. The County Commissioners will be discussing this at their May 5, 2020 meeting. Hansen would like to draft a letter to the County Commissioners indicating what it would mean to the City of Tracy and the economic impact that it would have. Mayor Peterson asked that on top of the letter that the Councilmembers also contact the County Commissioner representative.

The Tracy Airport RFQ was presented and discussed. Daniels explained that the 5 year contract with Bollig Engineering has expired. The process to renew it is to advertise the RFQ and it would then be up to the Council who they want to secure for the contract. Motion was made by Tiegs, seconded by Thao to advertise the RFQ with a deadline of May 13, 2020. All voted in favor.

Motion was made by Tiegs, seconded by J. Schons to adjourn the meeting. All voted in favor.

ATTEST:

City Administrator

Mayor

CITY OF TRACY

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APRIL 2020 to MAY 2020

			Check Amt	Invoice	Comment
10100 MINNWEST CHECKING					
Paid Chk#	077841	4/23/2020			DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES		\$4,190.75		MOTOR VEHICLE
	Total DL AND MV-MN DEPT PUB SAFETY		\$4,190.75		
Paid Chk#	077842	4/24/2020			DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES		\$2,628.50		motor vehicle #191
	Total DL AND MV-MN DEPT PUB SAFETY		\$2,628.50		
Paid Chk#	077843	4/27/2020			DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES		\$2,174.00		MOTOR VEHICLE #192
	Total DL AND MV-MN DEPT PUB SAFETY		\$2,174.00		
Paid Chk#	077844	4/28/2020			DL AND MV-MN DEPT PUB SAFETY
E 605-495-301	LICENSES & TAXES		\$3,173.24		MOTOR VEHICLE #193
	Total DL AND MV-MN DEPT PUB SAFETY		\$3,173.24		
Paid Chk#	077845	4/29/2020			AFLAC
G 101-21712	AFLAC CANCER WITHHOLDING		\$257.26		EMPLOYEE CHECK WITHHOLDING
G 101-21713	AFLAC ACCIDENT WITHHOLDING		\$132.64		EMPLOYEE CHECK WITHHOLDING
G 101-21715	AFLAC STD WITHHOLDING		\$99.52		EMPLOYEE CHECK WITHHOLDING
G 101-21730	AFLAC LIFE WITHHOLDING		\$9.70		EMPLOYEE CHECK WITHHOLDING
	Total AFLAC		\$499.12		
Paid Chk#	077846	4/29/2020			AFSCME
G 101-21723	AFSCME UNION WITHHOLDING		\$338.01		EMPLOYEE UNION DUES
	Total AFSCME		\$338.01		
Paid Chk#	077847	4/29/2020			COLONIAL LIFE & ACCIDENT
G 101-21732	COLONIAL LIFE ACCIDENT		\$12.86		EMPLOYEE CHECK WITHHOLDINGS
G 101-21733	COLONIAL LIFE CANCER		\$16.30		EMPLOYEE CHECK WITHHOLDINGS
	Total COLONIAL LIFE & ACCIDENT		\$29.16		
Paid Chk#	077848	4/29/2020			LELS
G 101-21724	LELS UNION WITHHOLDING		\$77.86		POLICE UNION DUES
	Total LELS		\$77.86		
Paid Chk#	077849	4/29/2020			MN PEIP
G 101-25300	FUND BALANCE		\$15.85		EMPLOYEE CHECK WITHHOLDING
	Total MN PEIP		\$15.85		
Paid Chk#	077850	4/29/2020			NCPERS
G 101-21711	NCPERS WITHHOLDING		\$56.00		EMPLOYEE CHECK WITHHOLDING
	Total NCPERS		\$56.00		
Paid Chk#	077851	4/29/2020			USABEL LIFE
G 101-21716	LIFE INS PRETAX WITHHOLDING		\$11.70		LICHTY, APRIL LEIGH
G 101-21716	LIFE INS PRETAX WITHHOLDING		\$2.80		VUE, PETER CHEE MENG
G 101-21716	LIFE INS PRETAX WITHHOLDING		\$2.93		SCHULTZ, ALLEN J
	Total USABEL LIFE		\$17.43		
Paid Chk#	077852	4/29/2020			VSP
G 101-21731	AFLAC VISION WITH HOLDING		\$119.64		EMPLOYEE CHECK WITHHOLDING

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APRIL 2020 to MAY 2020

		Check Amt	Invoice	Comment
Total VSP		\$119.64		
Paid Chk#	077853	4/29/2020	DL AND MV-MN DEPT PUB SAFETY	
E	605-495-301	LICENSES & TAXES	\$7,394.98	MOTOR VEHICLE #194
Total DL AND MV-MN DEPT PUB SAFETY		\$7,394.98		
Paid Chk#	077854	4/30/2020	TRACY POST OFFICE	
E	604-494-201	OFFICE SUPPLIES	\$226.93	WATER BILL POSTAGE
Total TRACY POST OFFICE		\$226.93		
Paid Chk#	077855	4/30/2020	SOUTHWEST SANITATION	
E	604-494-321	OTHER CONTRACTUAL SERVICE	\$9,932.37	MONTHLY REFUSE CONTRACT
Total SOUTHWEST SANITATION		\$9,932.37		
Paid Chk#	077856	4/30/2020	SCHONS, TAM	
G	602-22600	DEPOSITS	\$138.87	DEPOSIT REFUND 248 7TH ST
Total SCHONS, TAM		\$138.87		
Paid Chk#	077857	4/30/2020	ADVANCED HEALTH SAFETY & SECUR	
E	101-418-222	MAINTENANCE & REPAIR-BUILD	\$237.33	IN4058MN CITY BUILDING MOLD INSPECTION, TESTING
E	201-471-222	MAINTENANCE & REPAIR-BUILD	\$342.67	IN4058MN MPC BUILDING MOLD TESTING
E	101-418-222	MAINTENANCE & REPAIR-BUILD	\$9,045.00	IN4073MN CITY BUILDING CONTAINMENT AND REMOVAL OF MOLD AND ASBETOS
E	201-471-222	MAINTENANCE & REPAIR-BUILD	\$13,060.00	IN4073MN MPC BUILDING CONTAINMENT AND REMOVAL OF MOLD AND ASBETOS
Total ADVANCED HEALTH SAFETY & SECUR		\$22,685.00		
Paid Chk#	077858	4/30/2020	BEVERAGE WHOLESALERS, INC.	
E	601-491-903	BEER PURCHASES	\$4,026.85	110773 LQ STORE BEER PURCHASE
Total BEVERAGE WHOLESALERS, INC.		\$4,026.85		
Paid Chk#	077859	4/30/2020	BHE RENEWABLES	
E	101-441-271	UTILITIES	\$193.77	UTILITIES-189 3RD ST
E	101-418-271	UTILITIES	\$327.86	UTILITIES-336 MORGAN ST
E	101-431-271	UTILITIES	\$32.83	UTILITIES-1650 CENTER ST
E	101-424-271	UTILITIES	\$276.80	UTILITIES-231 2ND ST
E	602-492-271	UTILITIES	\$1,571.72	UTILITIES-1156 CRAIG AVE
E	201-471-271	UTILITIES	\$489.62	UTILITIES-200 3RD ST
E	101-424-271	UTILITIES	\$275.43	UTILITIES-360 MORGAN ST
E	602-492-271	UTILITIES	\$65.52	UTILITIES-110 6TH ST
E	608-498-271	UTILITIES	\$98.35	UTILITIES-517 UNION ST
E	101-431-271	UTILITIES	\$98.35	UTILITIES-124 ROWLAND ST
E	101-418-271	UTILITIES	\$13.80	UTILITIES-336 SOUTH ST
E	101-462-271	UTILITIES	\$166.06	UTILITIES-1640 CENTER ST
E	602-492-271	UTILITIES	\$624.54	UTILITIES-1500 330TH AVE
E	602-492-271	UTILITIES	\$767.33	UTILITIES-321 ELM ST
E	101-432-271	UTILITIES	\$180.35	UTILITIES-421 SOUTH ST
E	101-432-271	UTILITIES	\$196.69	UTILITIES-299 SOUTH ST
Total BHE RENEWABLES		\$5,379.02		
Paid Chk#	077860	4/30/2020	BOLLIG INC	
E	410-462-321	OTHER CONTRACTUAL SERVICE	\$548.50	5070 TRACY AIRPORT MASTER PLAN
Total BOLLIG INC		\$548.50		

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Paid Chk# 077861 4/30/2020 CENTURYLINK				
E 101-462-231	COMMUNICATIONS-TELEPHONE	\$33.63	4-19-20	AIRPORT COMMUNICATIONS
Total CENTURYLINK		\$33.63		
Paid Chk# 077862 4/30/2020 COMPUTERS & BEYOND				
E 101-413-321	OTHER CONTRACTUAL SERVICE	\$184.45	3940	LAPTOP SET UP FOR D CAMPBELL TO WORK REMOTELY
E 101-413-321	OTHER CONTRACTUAL SERVICE	\$59.99	3974	ANNAUL RENEWAL OF ANTI VIRUS FOR DELL OPTIPLEX 3050
Total COMPUTERS & BEYOND		\$244.44		
Paid Chk# 077863 4/30/2020 DESMET WELDORS & MACHINE CO.				
E 101-431-202	MOTOR FUELS & LUBRICANTS	\$77.44	0083204	TORCH FUEL
Total DESMET WELDORS & MACHINE CO.		\$77.44		
Paid Chk# 077864 4/30/2020 EDWARDS, DOUG				
E 411-417-321	OTHER CONTRACTUAL SERVICE	\$482.64		APRIL 2020 SNOW REMOVAL/LAWN CARE
Total EDWARDS, DOUG		\$482.64		
Paid Chk# 077865 4/30/2020 EDWARDS, JOHN				
E 101-417-321	OTHER CONTRACTUAL SERVICE	\$482.64		APRIL 2020 SNOW REMOVAL/LAWN CARE
Total EDWARDS, JOHN		\$482.64		
Paid Chk# 077866 4/30/2020 ELAN FINANCIAL SERVICES				
E 101-413-201	OFFICE SUPPLIES	\$48.99		AMAZON-KEYBOARD FOR D CAMPBELL
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$809.09		DIESEL PARTS-4" PUMP ENGINE REPAIR
E 608-498-221	MAINTENANCE & REPAIR-EQUIP	\$325.54		DIESEL PARTS- 4" PUMP CYLINDER
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$11.50		AMAZON-GENERATOR INDICATOR LAMPS
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$130.00		AMAZON-VEHICLE STROBES
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$280.70		AMAZON-LIGHT BAR-2018 CHEVY
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$55.50		AMAZON-FLEX HONE
E 602-492-201	OFFICE SUPPLIES	\$15.81		AMAZON-DISPLAY PORT ADAPTER
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$136.12		AMAZON-WATER PLANT SOLENORD VALVE
E 018-499-331	MISCELLANEOUS	\$20.41		LOGMEIN-GO TO MEETING
E 101-424-241	TRAVEL CONFERENCES & SCHO	(\$138.51)		BREEZY POINT RESORT ROOM CANCELLED
E 101-424-241	TRAVEL CONFERENCES & SCHO	(\$138.51)		BREEZY POINT RESORT ROOM CANCELLED
E 101-424-241	TRAVEL CONFERENCES & SCHO	(\$138.51)		BREEZY POINT RESORT ROOM CANCELLED
E 101-424-241	TRAVEL CONFERENCES & SCHO	(\$138.51)		BREEZY POINT RESORT ROOM CANCELLED
E 018-499-331	MISCELLANEOUS	\$975.00		CENTURY FARMS DISTILLERY-HAND SANITIZER
E 101-421-241	TRAVEL CONFERENCES & SCHO	\$23.52		BONNIE & CLYDES-FOOD FOR MEETING
E 101-421-201	OFFICE SUPPLIES	\$51.96		GARMAGUARD-POLICE DEPT GARMAGUARD ANTIMICROBIAL SPRAY
E 101-421-223	MAINTENANCE & REPAIR-OTHER	\$402.65		BARRELS & ARROWS-POLICE DEPT-SIG ROMEO 45
E 800-421-501	EQUIPMENT & IMPROVEMENTS	\$95.56		DELL-POLICE DEPT SPEAKERS
E 800-421-501	EQUIPMENT & IMPROVEMENTS	\$1,283.16		DELL- POLICE DEPT COMPUTER
E 101-421-201	OFFICE SUPPLIES	\$10.95		USPS-POLICE DEPT MAILING
Total ELAN FINANCIAL SERVICES		\$4,122.42		
Paid Chk# 077867 4/30/2020 HENRYS FOODS, INC				
E 601-491-906	CIGARETTES	\$548.76	5881774	LQ STORE CIGARETTES
E 601-491-907	LIQUOR-STORE SUPPLIES	\$68.68	5881774	LQ STORE PINEAPPLE, TOMATO JUICE, TONIC WATER ETC
E 601-491-201	OFFICE SUPPLIES	\$30.98	5881774	LQ STORE BAGS
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$6.00	5881774	LQ STORE FREIGHT

CITY OF TRACY

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APRIL 2020 to MAY 2020

		Check Amt	Invoice	Comment
Total HENRY'S FOODS, INC		\$654.42		
Paid Chk#	077868	4/30/2020	JOHN DEERE FINANCIAL	
E	608-498-202	MOTOR FUELS & LUBRICANTS	\$28.59	10652313 4" PUMP BREAK IN OIL
E	608-498-221	MAINTENANCE & REPAIR-EQUIP	\$48.94	10652313 955 LIGHT SWITCH
E	101-431-221	MAINTENANCE & REPAIR-EQUIP	\$13.46	10668591 BOLTS
Total JOHN DEERE FINANCIAL		\$90.99		
Paid Chk#	077869	4/30/2020	JOHNSON BROTHERS LIQUOR CO.	
E	601-491-902	LIQUOR PURCHASES	\$1,922.35	1547130 LQ STORE LIQUOR PURCHASE
E	601-491-901	FREIGHT ON LIQUOR & BEER	\$45.85	1547130 LQ STORE FREIGHT
Total JOHNSON BROTHERS LIQUOR CO.		\$1,968.20		
Paid Chk#	077870	4/30/2020	LEAGUE OF MN CITIES INS TRUST	
E	101-413-124	WORKERS COMPENSATION	\$1,463.16	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-411-124	WORKERS COMPENSATION	\$43.97	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-418-124	WORKERS COMPENSATION	\$1,210.91	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-421-124	WORKERS COMPENSATION	\$5,495.67	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-424-124	WORKERS COMPENSATION	\$3,563.88	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-431-124	WORKERS COMPENSATION	\$16,029.94	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	101-441-124	WORKERS COMPENSATION	\$232.00	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	601-491-124	WORKERS COMPENSATION	\$2,254.04	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	602-492-124	WORKERS COMPENSATION	\$1,347.45	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	608-498-124	WORKERS COMPENSATION	\$13.31	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
E	607-451-124	WORKERS COMPENSATION	\$1,691.67	WORK COMP INSURANCE 4-25-20 THRU 4-25-21
Total LEAGUE OF MN CITIES INS TRUST		\$33,346.00		
Paid Chk#	077871	4/30/2020	LYON COUNTY HIGHWAY DEPT.	
E	806-417-301	LICENSES & TAXES	\$450.00	EDA BROADACRES PROJECT ROAD EXCAVATION PERMIT
Total LYON COUNTY HIGHWAY DEPT.		\$450.00		
Paid Chk#	077872	4/30/2020	MAC QUEEN EQUIPMENT	
E	101-431-221	MAINTENANCE & REPAIR-EQUIP	\$40.81	P27057 STREET SWEEPER PINS
Total MAC QUEEN EQUIPMENT		\$40.81		
Paid Chk#	077873	4/30/2020	MARCO DALLAS	
E	101-413-201	OFFICE SUPPLIES	\$50.32	26869828 ADMIN COPIER LEASE
E	101-424-201	OFFICE SUPPLIES	\$50.34	26869828 FIRE DEPT COPIER LEASE
E	101-421-201	OFFICE SUPPLIES	\$50.34	26869828 POLICE DEPT COPIER LEASE
E	601-491-201	OFFICE SUPPLIES	\$50.34	26869828 LQ STORE COPIER LEASE
E	101-441-201	OFFICE SUPPLIES	\$50.34	26869828 LIBRARY COPIER LEASE
Total MARCO DALLAS		\$251.68		
Paid Chk#	077874	4/30/2020	MIDWEST SUPPLY CO.	
E	601-491-222	MAINTENANCE & REPAIR-BUILD	\$25.98	278166 LQ STORE MASONR BITS/TAPCONS
E	101-431-223	MAINTENANCE & REPAIR-OTHER	\$4.28	278378 MARKING PEN/KNIFE
E	101-431-222	MAINTENANCE & REPAIR-BUILD	\$29.99	278536 SWIFT LAKE SEWER FLUSHING HOSE
E	601-491-222	MAINTENANCE & REPAIR-BUILD	\$3.54	278593 PAINT BRUSH
E	601-491-222	MAINTENANCE & REPAIR-BUILD	\$7.97	278603 LQ STORE SHIMS
E	101-431-223	MAINTENANCE & REPAIR-OTHER	\$139.99	278615 RECIP SAW
E	101-431-223	MAINTENANCE & REPAIR-OTHER	\$24.99	278631 IMPACT SCREWDRIVERS
E	601-491-222	MAINTENANCE & REPAIR-BUILD	\$37.99	278635 WOOD SCREWS
E	101-431-223	MAINTENANCE & REPAIR-OTHER	\$30.89	278636 LEFT HAND DRILL BITS

CITY OF TRACY

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APRIL 2020 to MAY 2020

			Check Amt	Invoice	Comment
E 608-498-221	MAINTENANCE & REPAIR-EQUIP		\$23.90	278661	PTO ADAPTER-6" PUMP
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$5.98	278663	BUNJEE CORD
E 608-498-223	MAINTENANCE & REPAIR-OTHER		\$31.94	278729	OLD POND TRANSER PUMPING SUPPLIES
E 203-461-221	MAINTENANCE & REPAIR-EQUIP		\$5.64	278736	76 DODGE FUEL FITLER
E 602-492-125	UNIFORM ALLOWANCE		\$149.99	278806	A SCHULTZ UNIFORM ALLOWANCE
E 101-441-222	MAINTENANCE & REPAIR-BUILD		\$9.48	278850	LIBRARY SUPPLIES- CONTACT PAPER, BASKET
E 608-498-223	MAINTENANCE & REPAIR-OTHER		\$6.14	278891	TAP-JET TRUCK
E 602-492-223	MAINTENANCE & REPAIR-OTHER		\$6.15	278891	TAP-JET TRUCK
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$15.20	278922	1/2 UNIVERSAL JOINT
	Total MIDWEST SUPPLY CO.		\$560.04		
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Paid Chk# 077875	4/30/2020	SALMON AUTOMOTIVE, INC.			
E 101-421-221	MAINTENANCE & REPAIR-EQUIP		\$86.72	42486	POLICE DEPT 2019 FORD EXPLORER OIL CHANGE
	Total SALMON AUTOMOTIVE, INC.		\$86.72		
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Paid Chk# 077876	4/30/2020	TRACY ACE HOME CENTER			
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$42.00	B33886	LQ STORE FRAMING STUDS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$10.50	B33903	LQ STORE SIDING NAILS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$52.16	B33905	LQ STORE DOOR THRESHOLD
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$27.25	D3258	LQ STORE WOOD SCREWS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$11.93	D3259	LQ STORE INTERIOR WALL STUDS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$54.24	D3270	LQ STORE INTERIOR WALL STUDS/FRAMING
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$307.12	E3996	LQ STORE INTERIOR WALL STUDS
	Total TRACY ACE HOME CENTER		\$505.20		
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Paid Chk# 077877	4/30/2020	TRACY AUTO VALUE			
E 203-461-221	MAINTENANCE & REPAIR-EQUIP		\$6.99	35117642	DODGE FIRE TRUCK PCV VALVE
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$102.11	35117713	CLUTCH TOOL
E 608-498-202	MOTOR FUELS & LUBRICANTS		\$16.92	35117736	4" TRASH PUMP BREAKIN OIL
	Total TRACY AUTO VALUE		\$126.02		
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Paid Chk# 077878	4/30/2020	TRACY FOOD PRIDE			
E 101-431-222	MAINTENANCE & REPAIR-BUILD		\$5.19	5529-121	PARKS-CLEANING SUPPLIES
	Total TRACY FOOD PRIDE		\$5.19		
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Paid Chk# 077879	4/30/2020	TRACY LANES LLC			
E 806-417-291	SUBS, MEMBRSHPS & CONTRBT		\$2,500.00		EDA BUSINESS REWARD
	Total TRACY LANES LLC		\$2,500.00		
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Paid Chk# 077880	4/30/2020	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	LICENSES & TAXES		\$2,165.50		MOTOR VEHICLE 195
	Total DL AND MV-MN DEPT PUB SAFETY		\$2,165.50		
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Paid Chk# 077881	5/1/2020	DL AND MV-MN DEPT PUB SAFETY			
E 605-495-301	LICENSES & TAXES		\$4,198.68		MOTOR VEHICLE #196
	Total DL AND MV-MN DEPT PUB SAFETY		\$4,198.68		
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Paid Chk# 077882	5/4/2020	BISBEE PLUMBING & HEATING			
R 408-37633	TRANSFER IN		\$19,965.68	50467	SANFORD TRACY PAY APP
R 408-37633	TRANSFER IN		\$40,198.65	52357	SANFORD TRACY PAY APP
R 408-37633	TRANSFER IN		\$45,898.80	52644	SANFORD TRACY PAY APP
	Total BISBEE PLUMBING & HEATING		\$106,063.13		
<hr/>					
Paid Chk# 077883	5/4/2020	DL AND MV-MN DEPT PUB SAFETY			

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			Check Amt	Invoice	Comment
E 605-495-301	LICENSES & TAXES		\$3,309.00		MOTOR VEHICLE #197
Total DL AND MV-MN DEPT PUB SAFETY			\$3,309.00		
<hr/>					
Paid Chk#	077884	5/5/2020	DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES		\$2,334.25		MOTOR VEHICLE #198
Total DL AND MV-MN DEPT PUB SAFETY			\$2,334.25		
<hr/>					
Paid Chk#	077885	5/6/2020	DL AND MV-MN DEPT PUB SAFETY		
E 605-495-301	LICENSES & TAXES		\$8,980.00		MOTOR VEHICLE #199
Total DL AND MV-MN DEPT PUB SAFETY			\$8,980.00		
<hr/>					
Paid Chk#	077886	5/7/2020	A&B BUSINESS SOLUTIONS		
E 101-413-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 806-417-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 303-417-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 411-417-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-421-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-424-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-425-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-431-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-441-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 607-451-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 203-461-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 101-462-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 201-471-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 601-491-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 602-492-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 608-498-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 605-495-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
E 604-494-210	OPERATING SUPPLIES		\$5.74	IN723276	COPIER LEASE
Total A&B BUSINESS SOLUTIONS			\$103.32		
<hr/>					
Paid Chk#	077887	5/7/2020	AMERIPRIDE LINEN & APPAREL INC		
E 601-491-321	OTHER CONTRACTUAL SERVICE		\$55.16	2801157522	LQ STORE MATS, MP DISINFECT PORTION PACKS
Total AMERIPRIDE LINEN & APPAREL INC			\$55.16		
<hr/>					
Paid Chk#	077888	5/7/2020	ARCTIC GLACIER		
E 601-491-904	MIX PURCHASES		\$46.78	3451012606	LQ STORE ICE
E 601-491-904	MIX PURCHASES		\$39.15	3452012108	LQ STORE ICE
Total ARCTIC GLACIER			\$85.93		
<hr/>					
Paid Chk#	077889	5/7/2020	BALATON PRESS TRIBUNE		
E 101-441-435	BOOKS		\$49.00		LIBRARY SUBSCRIPTION
Total BALATON PRESS TRIBUNE			\$49.00		
<hr/>					
Paid Chk#	077890	5/7/2020	BEVERAGE WHOLESALERS, INC.		
E 601-491-903	BEER PURCHASES		\$129.60	111057	LQ STORE BEER PURCHASE
E 601-491-903	BEER PURCHASES		\$5,612.40	111498	LQ STORE BEER PURCHASE
E 601-491-903	BEER PURCHASES		\$246.40	722543	LQ STORE BEER PURCHASE
Total BEVERAGE WHOLESALERS, INC.			\$5,988.40		
<hr/>					
Paid Chk#	077891	5/7/2020	COMPUTERS & BEYOND		
E 101-413-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP
E 806-417-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP

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			Check Amt	Invoice	Comment
E 303-417-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP
E 411-417-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-421-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-424-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-425-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-431-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-441-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 607-451-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 203-461-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-462-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 201-471-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 601-491-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 602-492-210	OPERATING SUPPLIES		\$10.89	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 608-498-210	OPERATING SUPPLIES		\$10.88	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 605-495-210	OPERATING SUPPLIES		\$10.88	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 604-494-210	OPERATING SUPPLIES		\$10.88	4018	OFF-SITE BACKUP/MICROSOFT OFFICE 365 EXCHANGE
E 101-413-321	OTHER CONTRACTUAL SERVICE		\$49.30	4045	TICKET WORK FOR D CAMPBELL CONNECTIONS TO THE SERVER
Total COMPUTERS & BEYOND			<u>\$245.29</u>		

Paid Chk#	5/7/2020	CULLIGAN WATER CONDITIONING			
E 101-418-271	UTILITIES		\$16.00		PD WATER COOLER RENT/WATER
E 602-492-271	UTILITIES		\$22.00		WATER DEPT WATER COOLER RENT/WATER
E 601-491-271	UTILITIES		\$10.00		LQ STORE WATER COOLER
E 101-418-271	UTILITIES		\$12.00		VMC WATER
E 101-418-271	UTILITIES		\$28.00		MPC AQUA CLEAR RENT
Total CULLIGAN WATER CONDITIONING			<u>\$88.00</u>		

Paid Chk#	5/7/2020	DOLL DISTRIBUTING, LLC			
E 601-491-903	BEER PURCHASES		\$1,501.80	307869	LQ STORE BEER PURCHASE
E 601-491-903	BEER PURCHASES		\$6,038.40	311116	LQ STORE BEER PURCHASE
E 601-491-903	BEER PURCHASES		<u>(\$136.80)</u>	311117	LQ STORE BEER PURCHASE CREDIT
Total DOLL DISTRIBUTING, LLC			<u>\$7,403.40</u>		

Paid Chk#	5/7/2020	DOLLAR GENERAL			
E 101-418-222	MAINTENANCE & REPAIR-BUILD		\$6.00	1000962003	VMC AIR FRESHNERS
E 101-441-222	MAINTENANCE & REPAIR-BUILD		\$5.00	1000962003	LIBRARY AIR FRESHNERS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$5.85	1000962210	LQ STORE LYSOL SPRAY
E 601-491-904	MIX PURCHASES		\$14.60	1000963645	LQ STORE POP
E 601-491-904	MIX PURCHASES		\$20.75	1000964680	LQ STORE POP
E 601-491-904	MIX PURCHASES		\$13.00	1000965219	LQ STORE POP

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		Check Amt	Invoice	Comment
E 601-491-904	MIX PURCHASES	\$3.00	1000965811	LQ STORE POP
E 601-491-904	MIX PURCHASES	\$3.00	1000966237	LQ STORE POP
E 101-441-222	MAINTENANCE & REPAIR-BUILD	\$2.00	1000966424	LIBRARY DEODORIZER
E 601-491-904	MIX PURCHASES	\$20.40	1000967673	LQ STORE POP
Total DOLLAR GENERAL		\$93.60		
Paid Chk# 077895 5/7/2020 GOPHER STATE ONE CALL				
E 602-492-321	OTHER CONTRACTUAL SERVICE	\$177.10	0040784	GOPHER STATE TICKETS
E 608-498-321	OTHER CONTRACTUAL SERVICE	\$177.10	0040784	GOPHER STATE TICKETS
Total GOPHER STATE ONE CALL		\$354.20		
Paid Chk# 077896 5/7/2020 GREENWOOD NURSERY INC				
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$150.00	10456	GRASS SEED-PARKS AND BLVD REPAIR
Total GREENWOOD NURSERY INC		\$150.00		
Paid Chk# 077897 5/7/2020 JOHNSON BROTHERS LIQUOR CO.				
E 601-491-902	LIQUOR PURCHASES	\$414.15	1550894	LQ STORE LIQUOR PURCHASE
E 601-491-901	FREIGHT ON LIQUOR & BEER	\$8.45	1550894	LQ STORE FREIGHT
Total JOHNSON BROTHERS LIQUOR CO.		\$422.60		
Paid Chk# 077898 5/7/2020 LYON COUNTY ASSESSORS OFFICE				
E 101-415-321	OTHER CONTRACTUAL SERVICE	\$13,692.00	2931	1141 PARCELS
Total LYON COUNTY ASSESSORS OFFICE		\$13,692.00		
Paid Chk# 077899 5/7/2020 LYON COUNTY AUDITOR				
E 806-417-301	LICENSES & TAXES	\$1,215.00		2020 TAXES 31-184014-1
E 806-417-301	LICENSES & TAXES	\$69.42		2020 TAXES 31-144011-0
E 806-417-301	LICENSES & TAXES	\$23.98		2020 TAXES 31-100015-0
E 806-417-301	LICENSES & TAXES	\$15.00		2020 TAXES 31-102005-0
E 806-417-301	LICENSES & TAXES	\$15.00		2020 TAXES 31-1000094-0
E 806-417-301	LICENSES & TAXES	\$21.36		2020 TAXES 31-144012-0
E 806-417-301	LICENSES & TAXES	\$15.00		2020 TAXES 31-100093-0
E 806-417-301	LICENSES & TAXES	\$15.00		2020 TAXES 31-102003-0
E 806-417-301	LICENSES & TAXES	\$15.00		2020 TAXES 31-173004-0
E 806-417-301	LICENSES & TAXES	\$4.78		2020 TAXES 31-100051-0
E 806-417-301	LICENSES & TAXES	\$2.26		2020 TAXES 31-100052-0
E 806-417-301	LICENSES & TAXES	\$42.00		2020 TAXES 31-100053-0
Total LYON COUNTY AUDITOR		\$1,453.80		
Paid Chk# 077900 5/7/2020 LYON COUNTY IT				
E 101-421-321	OTHER CONTRACTUAL SERVICE	\$261.25	116	PD CIS INSTALL , VPN CLIENT, COPY ALL FILES TO NEW COMPUTER
Total LYON COUNTY IT		\$261.25		
Paid Chk# 077901 5/7/2020 MAC QUEEN EQUIPMENT				
E 101-431-221	MAINTENANCE & REPAIR-EQUIP	\$22.04	P27321	STREET SWEEPER PARTS
Total MAC QUEEN EQUIPMENT		\$22.04		
Paid Chk# 077902 5/7/2020 MIDWEST SUPPLY CO.				
E 101-431-222	MAINTENANCE & REPAIR-BUILD	\$7.49	278814	PARKS-BROOM/DUST PANS
E 101-431-223	MAINTENANCE & REPAIR-OTHER	\$7.99	278898	PARKS FLASHLIGHT
E 602-492-221	MAINTENANCE & REPAIR-EQUIP	\$0.55	278952	CAT LOADER PIN
E 602-492-201	OFFICE SUPPLIES	\$29.99	279008	BATTERY BACKUP BATTERY
E 101-418-222	MAINTENANCE & REPAIR-BUILD	\$25.98	279010	BATTERIES FOR EXIT SIGNS

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E 203-461-221	MAINTENANCE & REPAIR-EQUIP		\$119.99	279011	CEMETERY GRASS SEED
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$18.44	279019	PAINT STRIPPER-EAST WINDOWS
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$10.99	279045	SCRPER
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$16.45	279141	IMPACT SOCKET
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$4.99	279175	LQ STORE RAGS TO CLEAN
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$6.49	279178	SALT SPREADER FOGGING OIL
E 101-418-222	MAINTENANCE & REPAIR-BUILD		\$19.97	279182	VMC SUPPLIES-THE WORKS CLEANER, TOILET PAPER
E 101-418-222	MAINTENANCE & REPAIR-BUILD		\$25.97	279185	VMC SUPPLIES-BLACK CABLE TIE, PAINTERS TAPE, CUTTER
E 602-492-222	MAINTENANCE & REPAIR-BUILD		\$5.99	279190	SHOP CLEANER-CLR
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$23.94	279224	BRAKE CLEANER
E 101-431-222	MAINTENANCE & REPAIR-BUILD		\$55.96	279224	SHOP RAGS
E 101-431-221	MAINTENANCE & REPAIR-EQUIP		\$10.15	279234	13 1445 PINS/BOLTS
E 018-499-331	MISCELLANEOUS		\$10.99	279239	ADMIN BATTERIES FOR DOOR BELL
	Total	MIDWEST SUPPLY CO.	<u>\$402.32</u>		
<hr/>					
Paid Chk#	077903	5/7/2020	MN ENERGY RESOURCES CORP		
E 601-491-271	UTILITIES		\$206.53		LQ STORE UTILITIES
E 607-451-271	UTILITIES		\$83.02		321 ELM STREET UTILITIES
E 602-492-271	UTILITIES		\$379.88		1056 HWY 14 UTILITIES
E 101-431-271	UTILITIES		\$148.70		HWY 14 UTILITIES
E 101-418-271	UTILITIES		\$645.46		372 MORGAN ST UTILITIES
E 101-441-271	UTILITIES		\$141.07		LIBRARY UTILITIES
E 201-471-271	UTILITIES		\$152.31		MPC UTILITIES
E 101-418-271	UTILITIES		\$658.37		VMC UTILITIES
	Total	MN ENERGY RESOURCES CORP	<u>\$2,415.34</u>		
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Paid Chk#	077904	5/7/2020	NORTH CENTRAL INTERNATIONAL		
E 608-498-221	MAINTENANCE & REPAIR-EQUIP		\$11.80	368073	JET TRUCK OIL CHANGE
E 602-492-221	MAINTENANCE & REPAIR-EQUIP		\$11.81	368073	JET TRUCK OIL CHANGE
	Total	NORTH CENTRAL INTERNATIONAL	<u>\$23.61</u>		
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Paid Chk#	077905	5/7/2020	PAUSTIS WINE COMPANY		
E 601-491-902	LIQUOR PURCHASES		\$1,040.00	88362	LQ STORE LIQUOR PURCHASE
E 601-491-901	FREIGHT ON LIQUOR & BEER		\$13.75	88362	LQ STORE FREIGHT
	Total	PAUSTIS WINE COMPANY	<u>\$1,053.75</u>		
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Paid Chk#	077906	5/7/2020	PHILLIPS WINE & SPIRITS		
E 601-491-902	LIQUOR PURCHASES		\$3,163.45	6030008	LQ STORE LIQUOR PURCHASE
E 601-491-901	FREIGHT ON LIQUOR & BEER		\$49.15	6030008	LQ STORE FREIGHT
E 601-491-902	LIQUOR PURCHASES		(\$160.00)	604574	LQ STORE LIQUOR CREDIT
	Total	PHILLIPS WINE & SPIRITS	<u>\$3,052.60</u>		
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Paid Chk#	077907	5/7/2020	PLUM CREEK LIBRARY SYSTEM		
E 101-441-321	OTHER CONTRACTUAL SERVICE		\$355.00	IV25420	LIBRARY WATCH GUARD FIREWALL
	Total	PLUM CREEK LIBRARY SYSTEM	<u>\$355.00</u>		
<hr/>					
Paid Chk#	077908	5/7/2020	QUARNSTROM & DOERING, P.A		
E 101-416-321	OTHER CONTRACTUAL SERVICE		\$1,651.50		APRIL 2020 LEGAL SERVICES
	Total	QUARNSTROM & DOERING, P.A	<u>\$1,651.50</u>		
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Paid Chk#	077909	5/7/2020	SOUTHWEST SANITATION		
E 601-491-271	UTILITIES		\$14.04		LQ STORE-CONTAINER RENTAL

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			Check Amt	Invoice	Comment
E 101-431-271	UTILITIES		\$14.04		SHOP-CONTAINER RENTAL
E 101-424-271	UTILITIES		\$9.36		FD-CONTAINER RENTAL
E 101-441-271	UTILITIES		\$9.36		LIBRARY-CONTAINER RENTAL
E 201-471-271	UTILITIES		\$9.36		MPC-CONTAINER RENTAL
E 101-418-271	UTILITIES		\$6.00		CITY HALL-CONTAINER RENTAL
E 101-441-271	UTILITIES		\$6.00		LIBR RECYCL-CONTAINER RENTAL
Total SOUTHWEST SANITATION			\$68.16		
<hr/>					
Paid Chk#	077910	5/7/2020	TRACY ACE HOME CENTER		
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$27.98	B33962	LQ STORE DRILL BITS
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$35.79	E4009	LQ STORE FRAMING MATERIAL
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$170.81	E4013	LQ STORE FRAMING MATERIAL
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$140.40	E4014	LQ STORE FRAMING MATERIAL
Total TRACY ACE HOME CENTER			\$374.98		
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Paid Chk#	077911	5/7/2020	TRACY AUTO VALUE		
E 601-491-222	MAINTENANCE & REPAIR-BUILD		\$24.99	35117813	LQ STORE PAINT STRIPPER
E 101-431-223	MAINTENANCE & REPAIR-OTHER		\$377.98	35117961	2001 CHEV WHEEL BEARING AND HUB
E 203-461-221	MAINTENANCE & REPAIR-EQUIP		\$19.92	35117981	CEMETERY DODGE-SPARK PLUGS
E 203-461-221	MAINTENANCE & REPAIR-EQUIP		\$4.40	35117995	DODGE TRUCK OIL FILTER
Total TRACY AUTO VALUE			\$427.29		
<hr/>					
Paid Chk#	077912	5/7/2020	U.S. BANK		
E 411-417-620	FISCAL AGENTS FEE		\$450.00	5715836	AGENT FEES FOR MN HOUSING DEVELOPMENT REFUNDING BONDS 2016A
E 411-417-620	FISCAL AGENTS FEE		\$450.00	5715837	AGENT FEES FOR GO REF BONDS 2016B
Total U.S. BANK			\$900.00		
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Paid Chk#	077913	5/7/2020	UTILITY CONSULTANTS, INC		
E 608-498-321	OTHER CONTRACTUAL SERVICE		\$484.62	105142	WASTEWATER SAMPLES
Total UTILITY CONSULTANTS, INC			\$484.62		
<hr/>					
Paid Chk#	077914	5/7/2020	VIKING COCA - COLA BOTTLING		
E 601-491-904	MIX PURCHASES		\$114.40	2510597	LQ STORE POP
E 601-491-904	MIX PURCHASES		(\$24.45)	2510598	LQ STORE POP CREDIT
Total VIKING COCA - COLA BOTTLING			\$89.95		
<hr/>					
Paid Chk#	077915	5/7/2020	WINE MERCHANTS		
E 601-491-902	LIQUOR PURCHASES		\$272.00	7282870	LQ STORE LIQUOR PURCHASE
E 601-491-901	FREIGHT ON LIQUOR & BEER		\$5.07	7282870	LQ STORE FREIGHT
Total WINE MERCHANTS			\$277.07		
<hr/>					
Paid Chk#	077916	5/7/2020	XCEL ENERGY		
E 101-431-271	UTILITIES		\$54.50		306 AND 355 E CRAIG AVE UTILITIES
E 101-432-271	UTILITIES		\$8.84		365 E CRAIG AVE UTILITIES
E 101-424-271	UTILITIES		\$38.48		FIRE DEPT UTILITIES
Total XCEL ENERGY			\$101.82		
10100 MINNWEST CHECKING			\$278,877.12		

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Fund Summary

10100 MINNWEST CHECKING

018 FLOOD	\$1,006.40		
101 GENERAL	\$60,980.72		
201 MULTI PURPOSE CENTER OP	\$14,070.59		
203 CEMETERY OPRNG FUND	\$173.57		
303 O BRIEN COURT	\$16.63		
408 TRACY MED CENTER TR FND	\$106,063.13		
410 AIRPORT IMPROVEMENT FUND	\$548.50		
411 ORCHARD LANE & 2016A HOUSING	\$1,399.27		
601 LIQUOR STORE OPRNG	\$28,714.59		
602 UTILITY-WATER	\$5,478.95		
604 REFUSE COLLECTION	\$10,175.92		
605 LICENSING	\$40,565.52		
607 AQ CENTER OPERATIONS	\$1,791.32		
608 UTILITY-SEWER	\$2,092.86		
800 EQUIPMENT REPLACEMENT-POLICE	\$1,378.72		
806 ECONOMIC DEV RESERVE	\$4,420.43		
	<hr/>		
	\$278,877.12		

Tracy Relief Association
1/6/2020
Regular Meeting

President Vogl called to order the regular meeting of the Tracy Relief Association with Chief Johnson, Daren Pedersen, Adam Hansen, Adam Connor, Carl Nyquist present and Jeff Morey absent.

Reading of the Minutes: Motion by Connor, 2nd by Chief to approve the minutes. Voted and carried.

Treasures Report: Beginning balance of \$500.00. 12/30, Deposit of Dues for \$175.00, Check to MN VFBA for Dues for \$175.00. Ending Balance of \$500.00.

Investments: As of 1-6, \$537,257.19 a gain of \$9,699.75

New Business:

-Thank you from Marge Fischer read for raffle winnings.

-Thank you from Duane Campbell read for raffle winnings. Winnings returned to the dept.

Membership: Applications from Peter Vue and Riley Danielson are accepted on to the Relief Association.

Retirements: None

Committee: None

Bills: None

Old Business: None

Motion for adjournment was made by Hansen, 2nd by Connor. Voted and carried.

President: _____ Secretary: _____

Tracy Relief Association
2/3/2020
Regular Meeting

President Vogl called to order the regular meeting of the Tracy Relief Association with Chief Johnson, Daren Pedersen, Adam Hansen, and Jeff Morey present, Adam Connor, Carl Nyquist absent.

Reading of the Minutes: Motion by Chief, 2nd by Morey to approve the minutes. Voted and carried.

Treasures Report: Beginning balance of \$500.00. No transactions. Ending Balance of \$500.00.

Investments: As of 2-3, \$535,484.66 a loss of \$1,772.53

New Business:

-None.

Membership: None.

Retirements: None

Committee: None

Bills: None

Old Business: None

Motion for adjournment was made by Morey, 2nd by Hansen. Voted and carried.

President: _____ Secretary: _____

Tracy Relief Association
3/2/2020
Regular Meeting

Vice President Pedersen called to order the regular meeting of the Tracy Relief Association with Chief Johnson, Adam Hansen, Carl Nyquist and Jeff Morey present, Adam Connor, David Vogl absent.

Reading of the Minutes: Motion by Chief, 2nd by Hansen to approve the minutes. Voted and carried.

Treasures Report: Beginning balance of \$500.00. 3-1, Deposit of \$22.00 for dues, check #1802 to MN VFBA for \$22.00 for dues. Ending Balance of \$500.00.

Investments: As of 3-2, \$545,184.41 a gain of \$9,699.75

New Business:

-Working on current statement for year end.

Membership: None.

Retirements: None

Committee: None

Bills: None

Old Business: None

Motion for adjournment was made by Chief, 2nd by Morey. Voted and carried.

President: _____ Secretary: _____

City Application Form

Date 22 Jan 2020

General Information

Name Martin Rosemary K
Last First M.I.

Address
City, State, ZIP
Phone Numbers

Email Address

Committees

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Police Commission |
| <input type="checkbox"/> Library Board | <input checked="" type="checkbox"/> Economic Development Authority |
| <input type="checkbox"/> Airport | <input type="checkbox"/> Housing & Redevelopment Auth. |
| <input checked="" type="checkbox"/> Charter Commission | <input type="checkbox"/> City Council |
| <input type="checkbox"/> Liquor Store <i>already serve</i> | |

Special Interests

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

Other Interests _____

Personal Information

List your work experience.

Nursing Assistant LPN
Deputy Auditor (Murray Co.) RN
Common laborer Property owner mgr
Heavy equipment Operator
Truck Driver
early childhood Dev (day administrator)
Wrangler

List any Civic, Professional, and Community Activity involvement.

Planning and Zoning since 2012 Past Police Commission
Charter Commission since 2014 Board member AFL-CIO Retirees
Liquor Store Committee since 2015

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

To continue the work I have started

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

I am a good communicator. I am a critical thinker and have good decision making skills. I believe in the work that is done on the city boards and commissions

List any additional comments.

I have the time as I am retired. I am flexible and adapt easily.

References: OPTIONAL

1. Marilyn Leach	Marshall	507 839 7413
Name	Address	Phone No.
2. Kris Ambuel	Little Falls	320 360 0924
Name	Address	Phone No.
3. Jan Arviso	Tracy	507 828 8029
Name	Address	Phone No.

Please return this form to:

Attn: Shane Daniels
City of Tracy
336 Morgan Street
Tracy, MN 56175

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

City Application Form

Date 4/30/20

General Information

Name Seager, Mark
Address 200 North St.
City, State, ZIP Tracy, MN 56175
Phone Numbers Home 507-530-1485 Work 507-629-8232 Ext 1000
Fax _____ Fax _____
Email Address b8tovene@gmail.com

Committees

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

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Police Commission
<input type="checkbox"/> Library Board	<input checked="" type="checkbox"/> Economic Development Authority
<input type="checkbox"/> Airport	<input type="checkbox"/> Housing & Redevelopment Auth.
<input type="checkbox"/> Charter Commission	<input type="checkbox"/> City Council
<input type="checkbox"/> Liquor Store	

Special Interests

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

Other Interests _____

Personal Information

List your work experience.

I have been a national and state licensed Respiratory Therapist for 31 years. I also have a bachelor's degree in computer science and worked as a Development Analyst for a Medical Insurance company for 5 years. In 2005 I created an eCommerce durable medical supply/equipment company, which currently conducts business from downtown Tracy, Mn.

List any Civic, Professional, and Community Activity involvement.

Tracy Development Corporation - TDC (Active), Tracy Economic Development Authority - EDA (2017-2019), Tracy Planning Commission (2019-Present)

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

I enjoy serving the community and learning/participating in the mechanics of city government.

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

I believe my previous experience with the EDA will help serve the position, as well as my experience in conducting/running a business.

List any additional comments.

I look forward to, and appreciate your consideration of my return to the EDA.

References: OPTIONAL

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

Please return this form to:

Attn: Shane Daniels
City of Tracy
336 Morgan Street
Tracy, MN 56175

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

City Application Form

Date 4/28/20

General Information

Name Toney, Caleb C.
Last First M.I.
Address 550 Center St
City, State, ZIP Tracy MN, 56175
Phone Numbers Home 507-829-9952 Work 507-644-2931
Fax _____ Fax _____
Email Address toney.caleb47@gmail.com

Committees

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

3 Planning Commission 4 Police Commission
 Library Board 1 X Economic Development Authority
 Airport 5 Housing & Redevelopment Auth.
 Charter Commission 2 City Council
 Liquor Store

Special Interests

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

Other Interests Business, Finance, Sales, Project Management

Personal Information

List your work experience.

Business Manager - Wheelborg Ford
Broker - Fortune Logistics
Technology Finance - U.S. Bank
Account Executive - U.S. Bank

List any Civic, Professional, and Community Activity involvement.

Created the Southwest Winter Classic currently operated by MATHA. Volunteered for Habitat for Humanity on two builds, Regularly cleaned Highway 59 for 5 years, Director of Communications For the Marshall chapter of the Development Network for two years.

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

My wife and I have lived here since 2017 and are now raising our son here. She operates a daycare, and I would like to be more involved. I think my skill set and younger point of view could be an asset.

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

Clear and direct communication, heavy experience in budget management and public speaking, finance background, project planning background.

List any additional comments.

I would use an opportunity to contribute to the community I call home. If chosen, I would go 'the extra mile' in everything I contribute to the board.

References: OPTIONAL

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

Please return this form to:

Attn: Shane Daniels
City of Tracy
336 Morgan Street
Tracy, MN 56175

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

Council Communication

Meeting Date: 5/11/2020

Subject: Rural fire contracts

Background

The Tracy Fire Department provides rural fire service to townships by contract. These contracts are approved annually.

Budget Implications

Contract prices are increasing for 2020 from \$447 to \$514 per section. 2020 Contract prices are as follows:

Monroe Township - \$16,962.00

Gales Township - \$5,140.00

Sodus Township - \$2,056.00

Shetek Township - \$11,308.00

Springdale Township - \$6,168.00

Holly Township - \$4,626.00

Custer Township - \$3,084.00

Amiret Township - \$17,990.00

Recommendation

Approve contracts.

Council Communication

Meeting Date: 5/11/2020

Subject: Aquatics Center Summer 2020 closing options

Background

- Gov. Walz's emergency order 20-48 currently closes all pools statewide until May 18th.
- City staff requires 3-4 weeks of prep time to get the pool ready for the summer
- Required lifeguard training for new staff has not happened because there are no pools for training
- About 6-8 guards have training they can use for this season, but the pool needs around 16 guards to be fully staffed
- Swim lessons registration was due to take place on May 13th and has been delayed
- Some city pools such as in Minneapolis have already made the decision to close
- Slayton city council will meet on the 18th to consider closing their pool
- Marshall is moving forward with the assumption that their pools will be closed

Budget Implications

Total estimated cost savings to closing the aquatics center is \$47,482. Council had previously approved taking \$20K from this budget and spending it on mold and asbestos mitigation, and some costs such as insurance and utilities will have to continue whether the pool is open or not.

Aquatics Center Operations

2020 budget

revenues	\$	50,900
total expenditures	\$	125,027
fixed costs	\$	26,645
budget savings to general fund	\$	47,482

Recommendation

1. Close the aquatics center for the summer if Gov. Walz continues to keep pools closed after May 18th (recommended)

City staff recommends making the decision to close the aquatics center for the summer unless the executive order mandating pool closings is lifted on May 18th. Given the history of the governor and other states easing restrictions gradually, it's likely that pools will be some of the last things open to the public. Delaying a decision also puts us in a bind for staffing. Potential lifeguards may not want to wait to see if the pool opens and will seek summer employment elsewhere. Staff also needs time to get the pool open and making this decision allows us to have a mostly full summer at the pool if

the governor lifts his order. Waiting to make a decision beyond this timetable means the pool would not be open for the entire summer.

2. Delay decision

It is possible that the governor will allow the pools to be open at some point this summer. We could wait to see if the governor makes further changes to allow pools. Staff would proceed with beginning to open the pool, hiring lifeguards, and scheduling swim lessons to ensure we are ready if the order is lifted.

Council Communication

Meeting Date: May 11, 2020

Subject: Primary and General Elections

Background

The County is asking that Cities and Townships contact their legislators to either encourage statewide mail balloting for 2020 Primary and General Elections or discourage it allowing voters to vote at the polling place.

If statewide mail balloting is discouraged the Cities will need to develop a plan to ensure the safety of both the voters as well as the election judges. This could include but not be limited to plexiglass between the judge and the voter, disposable writing utensils, workers to sanitize the voting booths and voting equipment and monitoring social distancing if that is still in place.

If statewide mail balloting is encouraged applications and ballots would be mailed out to all registered voters and voters would not have the option of voting at polling places. Applications and ballots will also be sent out to newly registered voters once the registration card is received. This may prevent elected offices being called on election night.

Budget Implications

If there is an on-site polling place the estimated plexiglass is \$120.00 for a 4 X 8 foot sheet. We would likely need 2 or 3 of those. Wages and supplies would also play a part.

If there is a mail balloting put in place there would not be judge expenses but there would be postage and wages for the County to mail them out.

Recommendation

It is the recommendation of the City Administrator and Deputy Clerk to encourage the council to reach out to the legislatures to go to a mail balloting process for the 2020 Primary and General Elections. The health and safety of the voters are of utmost importance and feel that this would be the safest approach.

Council Communication

Meeting Date: 5/11/2020

Subject: Petition for Local Improvements

Background

In the past, the City has allowed some private work be completed as part of a street project. Due to the fact that the contract with Duinick, Inc. is through the City, residents will need to petition the City Council to authorize work to be done under the city's contract. This particular address is requesting his sewer service to be replaced up to his house. This petition, if approved, this would be followed by the Agreement of Assessment and Waiver of Irregularity and Appeal.

Budget Implications

The cost for improvements would need to be paid initially by the city, but paid back with assessments over the term and interest rate that the council decides.

Recommendation

From a wastewater standpoint, any time we can get the property owners to replace their service lines to prevent I&I, it will be a cost savings to the city over the long run. As long as this benefits the City, I would recommend the council approves this request, as they have already set that precedence from the phase 1 project.

Petition For Local Improvements

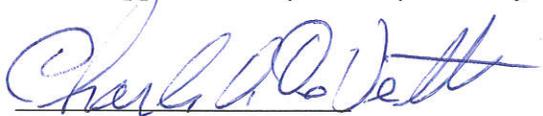
Date: 5/6/2020

To the City Council of Tracy, Minnesota:

I, Charles D. DeVetter, (hereinafter referred to as "Owner"), representing all of the owners of the real property located at 692 3rd Street, Tracy, Minnesota 56175 with the following legal description:

The North Half (N½) of Lot Twenty (20), and all of Lot Nineteen (19), Block Twenty-Four (24), Second Railway Addition to the City of Tracy, Minnesota

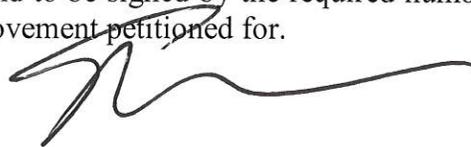
hereby petition that such sewer service stub from the right of way service stub provided by the City of Tracy to the start of the building drain/building sewer intersection at the dwelling of said address, pursuant to Minnesota Statutes, Chapter 429, and that the City of Tracy assess the entire cost of the improvement against my property described above and hereby agree to pay the entire cost as apportioned by the City of Tracy.



Charles DeVetter
Owner

5-6-20
Date

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.



City Clerk

PAID

MAY 06 2020

DEP. REG. #123

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made by and between the City of Tracy, Minnesota, a municipal corporation under the laws of the State of Minnesota, 336 Morgan Street, Tracy, Minnesota 56175 ("Lessor"), and the Tracy Masonic Lodge a/k/a Tracy Lodge No. 155, an unincorporated association, 2220 221st Street, Tracy, Minnesota 56175 ("Lessee").

WHEREAS, Lessor owns and controls real property in the City of Tracy which is known as the Tracy Municipal Building or the Veterans Memorial Center which is all located in the City of Tracy, County of Lyon, State of Minnesota; and Lessee desires to lease from the City a portion of these premises for business purposes. These facilities shall be referred to in this Agreement as the "Premises"; and

WHEREAS, the Lessor is willing to lease the Premises to the Lessee and Lessee desires to lease the Premises from the Lessor upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Description of Premises

a. Premises

Lessor leases to Lessee and Lessee leases from Lessor the following described Premises:

The large room located on the second floor of the southerly side of the easterly portion of the building known as the Tracy Municipal Building or the Veterans Memorial Center, commonly known and referred to as the old city council chambers or the former Tracy courtroom.

In addition to the exclusive use of the above-described room, Lessee shall have shared access to the following: all hallways and stairs to access the leased room, the first floor restroom, the lunch room (formerly the Boy Scout's meeting room), and the former kitchen area located adjacent to the lunch room.

During the term of this Lease, title to all real property and any improvements or fixtures located on the Premises shall remain vested in the Lessor, and shall not vest in the Lessee, unless otherwise provided in this Agreement.

2. Term

a. Initial Term

The term of this Agreement shall be for a period of twenty-four (24) months ("Term"), commencing on January 1, 2020 ("Commencement Date") and expiring, unless earlier terminated, on December 31, 2021.

Unless extended or agreed otherwise in writing, this Agreement shall terminate upon the expiration of the initial term and upon termination the Lessee shall no longer have any rights or obligations as to the Premises and any rights pursuant to this Agreement. The Lessee shall immediately remove all of its personal property from the Premises after the termination of this Agreement and shall follow all other obligations in this Agreement. The Lessee shall immediately return all keys to the Premises to the Lessor upon termination of this Agreement.

In the event that Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Agreement without the execution of a new lease, it shall be deemed to be occupying the Premises as a month to month tenant, subject to all the conditions, provisions, and obligations of this Agreement, and shall pay a monthly rent, due and payable on the first of every month, in the amount of \$50.00.

3. Rent

a. Rent

The total rent for the term of this Agreement shall be \$1,000.00. The Lessee shall pay rent to the Lessor as follows:

First Installment: \$500.00 due on December 31, 2019
Second Installment: \$500.00 due on December 31, 2020

b. Late Fee

If the Lessee fails to pay rent, within ten (10) days after receipt of Lessor's written notice that rent has not been received pursuant to this Agreement, the Lessee shall pay a late fee ("Late Fee") which is the lesser of (1) twelve percent (12%) per annum, or (2) the highest rate allowed by Minnesota law on any past due balance, calculated from the date the amount is due until the close of the business day when the payment is received.

4. Utilities

The Lessor shall provide electricity and heat to the Premises and shall pay for any costs to provide these utilities. Lessee shall pay all other costs and expenses attributable to the use of all other utilities for the Premises (excluding electricity and heat).

5. Taxes

Lessor shall be responsible for any and all taxes associated with and attributable to the Premises.

6. Use of Premises

Lessee shall use the Premises for its regular meetings, storage of records and meeting paraphernalia, special events where new members are trained and welcomed, ceremonial events, fundraising events and other uses directly related to the purpose of the Lessee's organization. The Premises, as defined herein, shall be used solely for the specified purposes, and for no other purpose without the prior written consent of the Lessor. Lessee shall be permitted to use the tables, chairs, and mini-blinds installed or located on the Premises. The use of chairs and tables is a shared use and Lessor reserves the right to remove the chairs and tables for use outside of the Premises.

7. **Maintenance and Operational Expenses**

Lessee acknowledges that it has inspected the Premises, or has waived its right to do so, and accepts the Premises in an "AS IS" condition. Lessee specifically disclaims any warranty of fitness for a particular purpose and Lessee is relying upon its own inspection and knowledge of the Premises in determining whether it is suitable for its intended uses.

Lessee has been advised, acknowledges, and accepts the following: the Premises contains an air conditioner unit that may cool part of the Premises, but has not been tested by Lessor, and if it the air conditioner unit does not work, Lessor will not repair or replace; other parties may need access to other rooms adjacent to the Premises and may need to access through the Premises to access these room; and water, sink drainage, and restrooms are not available on the floor of the building where the Premises are located.

The Lessee shall be solely responsible for 100.0% of the general and operational maintenances expenses in the Premises, including but not limited to the removal of all trash from the Premises and the cleaning of all tables and counters. The Lessee shall take good care of the Premises and shall keep and maintain them in order and repair and in clean and neat condition. At the termination of the Agreement, the Premises shall return to the Lessor in the same condition that it was prior to this Agreement, subject to reasonable wear and tear. The Lessee shall not suffer or permit any waste or nuisance on the Premises that shall interfere with the rights of other tenants, adjacent landowner, or the Lessor in connection with the use of the Premises.

8. **Compliance with Laws**

a. **Compliance with Laws**

The Lessee shall use the Premises in accordance with all applicable local, municipal, county, state and federal laws, regulations, rules and ordinances, now or hereafter in force.

b. **Lease Policies, Rules and Regulations**

The Lessee shall use the Premises in accordance with all current and future rules, regulations, and policies adopted by the City of Tracy, the County of Lyon, the State of Minnesota, and the United States.

9. Quiet Enjoyment

As long as the Lessee pays rent when due and performs all terms of this Agreement, the Lessee shall have quiet possession of the Premises for the entire Term of this Agreement, including any renewals or extensions thereof. However, Lessor and its designated representatives have the right to enter the Premises, upon twenty four (24) hours' prior written notice, for the purpose of making inspections upon the Premises, making repairs or improvements to any adjoining properties of the Premises and to install, repair, maintain and construct through the Premises such pipes, wires and other similar items as Lessor deems necessary or desirable. In doing so, Lessor shall minimize disruption to the Lessee's use and enjoyment of the Premises, and shall repair any damage caused by such entry. The Lessor shall also be permitted to enter the Premises without prior notice in cases of emergency or where circumstances are such that immediate damage or injury to the Premises is reasonably suspected occur or is in the process of occurring. The Lessor shall defend the Lessee against any third party claims and indemnify and hold the Lessee harmless from and against any losses, damages and expenses, including reasonably attorney and consultant fees, arising from third party claims that result directly from the Lessor's or its designated representatives' entry onto the Premises except to the extent the claims are based on the Lessee's negligence or intentional misconduct or arise as a result of the Lessee's breach of one or more of the Lessee's obligations under this Agreement.

10. Construction and Improvements

a. Future Work

Unless otherwise provided by this Agreement, the Lessee is under no obligation to construct or cause to be constructed any improvement to the Premises for any reason whatsoever; however, if the Lessee desires to construct improvements to the Premises, it may, pursuant to the terms and conditions of this Agreement.

Any "Work" (as hereinafter defined) done during the term of this Agreement by the Lessee must have prior written consent of the Lessor, not to be unreasonably withheld. Work shall include any construction or improvements in the amount of \$200.00 or more, including remodeling or structural alterations. Any outside signs must have prior approval by the Lessor. Any leasehold improvements made pursuant to this section by the Lessee, shall at the termination of this Agreement, become part of the Premises and shall become the property of the Lessor.

Prior to the commencement of the Work, the Lessee shall also submit, if requested by Lessor: (i) a bond or other security in an amount, form and with a surety satisfactory to Lessor, conditioned for the commencement, completion and payment for such Work and against loss or damage by reason of mechanic's liens;

(ii) an insurance policy in the amount approved by the Lessor, written by an insurance company approved by the Lessor protecting the Lessor from all liability to persons or property for damages arising out of the work. (iii) cost estimates for the Work; and (iv) a sworn construction statement listing all individuals or entities providing labor, services, materials or equipment for the Work and containing such other information as Lessor may request.

The Lessee shall only proceed with the Work after approval from Lessor, not to be unreasonably withheld, delayed or conditioned, and after obtaining all necessary government building permits and approvals and providing copies to Lessor, if requested.

b. Completion

The Lessee shall complete any and all Work, including Work subject to Lessor approval at the Lessee's cost. In completing any type of Work of any amount the Lessee shall:

- (1) Do or cause all Work to be done in a good and workmanlike manner, within a reasonable time and in compliance with the Policies and applicable insurance requirements, building codes, zoning ordinances, laws and regulations;
- (2) Keep the Premises, this Agreement and every building, structure and improvement on the Premises free and clear from all liens for labor performed and materials furnished; and
- (3) Defend, at the Lessee's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any building, structure or improvement on the Premises and pay each and every judgment resulting from such lien.

11. Indemnification

To the fullest extent permitted by law, the Lessee agrees to indemnify, defend, save and hold harmless Lessor and its officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), of any nature whatsoever arising out of or incident to (i) the use or occupancy of, or operations of the Lessee at or about the Premises, or (ii) the acts or omissions of the Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. Notwithstanding the foregoing, the Lessee is not obligated to indemnify, defend, save and hold harmless an Indemnitee as a result of the Indemnitee's negligence or intentional acts.

Lessor shall give the Lessee reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, the Lessee shall use legal counsel reasonably acceptable to Lessor. Lessor, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. The Lessee, at its expense, shall provide to Lessor all information, records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.

The provisions of this Section shall survive expiration or earlier termination of this Agreement.

12. Surrender of Premises by the Lessee

Upon the expiration or early termination of this Agreement, the Lessee shall quietly and peacefully deliver to Lessor the leased Premises.

13. Transfers

a. General Restrictions

Except as set forth in this Section, the Lessee may not assign, either absolutely or as collateral for the Lessee's payment of a debt or performance of an obligation, all or any part of the Lessee's rights or obligations under this Agreement including, but not limited to, Lessee's right to possession of the Premises. Except as set forth below, the Lessee may not sublease all or any portion of the Premises. Notwithstanding the foregoing provisions, the Lessee may assign or sublet all or any part of the Lessee's rights or obligations under this Agreement to any legal entity which is wholly owned by the Lessee, or to any successor legal entity with which the Lessee has consolidated or merged; provided, however, that the Lessee shall remain liable for the performance of its duties and obligations hereunder.

b. Assignment Rights

For purposes of this Section, this term "assignment" includes all transfers, conveyances or assignments of the Lessee's rights, whether voluntary or involuntary, other than a sublease or a leasehold mortgage. The Lessee shall not have any or all rights pursuant to this agreement to any other party without the written permission of the Lessor. Upon the Lessee proposing to assign these rights, the Lessor shall investigate the assignee as to being able to fulfill its financial obligations pursuant to this Agreement and the ability of the assignee to provide the services necessary pursuant to this Agreement. Said assignment shall not be a valid transfer until the Lessor consents to this assignment.

- (1) The Lessee must submit a written request for the proposed assignment at least thirty (30) days prior to the date the Lessee desires to consummate the assignment. At a minimum, the Lessee shall submit:

- (a) The name, address and telephone number of the proposed Lessee;
 - (b) A detailed description of the proposed operation;
 - (c) The business background and qualifications of the proposed Lessee and the number of proposed employees;
 - (d) Statements and documents demonstrating the financial stability of the proposed Lessee; and
 - (e) Any other information that the Lessor may reasonably request.
- (2) The proposed Lessee has complied with all of the terms and conditions of this Agreement in existence between the Lessor and the Lessee, and is otherwise acceptable to the Lessor.
 - (3) The assignment is an assignment of all the Lessee's rights and obligations under this Agreement.
 - (4) Contemporaneously with the assignment of the Lessee's interests under this Agreement, the Lessee must also convey the Lessee's right, title and interest, if any, in and to any Improvements located on the Premises to the assignee of the Lessee's rights under this Agreement.
 - (5) The assignee's written assumption of the Lessee's obligations under this Agreement with Lessor's consent will release the Lessee from those obligations from and after the date of assignment, except as it relates to events or circumstances occurred prior to the date of assignment.
 - (6) If Lessor has identified damages affecting the Premises caused solely by the Lessee's use or misuse of the Premises during the term of this Agreement, the Lessee must resolve the damages to Lessor's reasonable satisfaction.
 - (7) The Lessee may not assign the Lessee's rights or obligations under this Agreement if, as of the effective date of the assignment, the Lessee is in default under the terms of this Agreement or under the terms of any other agreement between Lessor and the Lessee, or facts or circumstances exist which would constitute a default with the giving of notice and passage of item as contemplated by this Agreement.

If all of the above conditions are met, the Lessor may, at its discretion, consent to the assignment.

c. Sublease

- (1) Except as otherwise provided herein, the Lessee may not sublease the Premises or any portion thereof, without the written consent of Lessor.

- (2) The request for consent must come from the Lessee. The request must include:
 - (a) Name, address and telephone number of the proposed subtenant;
 - (b) A detailed description of the proposed operation;
 - (c) The business background and qualifications of the proposed subtenant and the number of proposed employees;
 - (d) Statements and documents demonstrating the financial stability of the proposed subtenant(s); and
 - (e) Any other information Lessor may request.
- (3) The request for consent to sublease all or a portion of the Premises for commercial use will only be considered if:
 - (a) The Lessee and subtenant do not owe any monies to Lessor or the City of Tracy under the terms of their present lease(s); and
 - (b) The Lessee and subtenant have complied with the terms and conditions of their current lease(s).
- (4) The Lessee shall be responsible for all activities of subtenant(s) occupying the Premises, for assuring that any sublease(s) are made subject and subordinate to this Agreement. Any subtenant is subject to all of the terms and conditions of this Agreement including the provisions of this Agreement which permit Lessor to terminate this Agreement (which would result in a termination of the sublease) if the Lessee defaults in its performance of one or more of the Lessee's obligations under this Agreement (whether or not the subtenant is in default under the terms of the sublease). The Lessee must include in any sublease, a provision whereby the subtenant agrees, for the benefit of Lessor, to indemnify Lessor in a manner consistent with the indemnification that is made by the Lessee under this Agreement, and the sub lessee also agrees to maintain, in the subtenant's own name, liability insurance and all the other insurance provisions of this Agreement in their own name.

d. Collateral Assignments

The Lessee may not assign, transfer, mortgage or otherwise pledge all or any portion of its rights, title or interest in the Premises pursuant to this Agreement or any of its other rights under this Lease as collateral to secure the Lessee's payment of a debt or performance of any other obligation of the Lessee.

e. Change in Control of Entity

If the Lessee is a corporation, limited liability company, partnership or other business entity, the requirements of this Agreement also apply to any change in the ownership of the Lessee if, as a result of such transfer, there is a change in the identity of individual or individuals who held a majority of the voting interest in the Lessee or otherwise controlled the actions of the Lessee as of the Commencement Date.

If the Lessee is an entity, a change in the name of the Lessee, which does not result in a change in ownership, the Lessee must provide Lessor with documentation, satisfactory to Lessor evidencing the change of name within thirty (30) days following the effective date of the name change.

f. Transfer of Improvements

The Lessee shall not permit, voluntarily or by operation of law, any improvements to the Premises to be owned by any person or entity other than the Lessee without the Lessor's consent.

14. Default

a. Events of Default

Any of the following shall constitute a default under this Agreement:

- (1) The Lessee fails to pay money owed to Lessor under this Agreement when due, and such failure continues ten (10) days after written notice from Lessor to the Lessee.
- (2) The Lessee uses the Premises for any purpose not expressly authorized by this Agreement and such default continues for thirty (30) days following written notice from Lessor to the Lessee.
- (3) The Lessor fails to allow an inspection in accordance with the terms and conditions of this Agreement and such default continues for thirty (30) days following written notice from Lessor to the Lessee unless Lessee's refusal is based on a good faith disagreement.
- (4) The Lessee assigns, subleases or transfers this Agreement except as otherwise permitted, and such assignments, sublease, or transfer continues for thirty (30) days following written notice from Lessor to the Lessee.
- (5) The Lessee vacates or abandons the Premises, and such vacation or abandonment continues for thirty (30) days following written notice from Lessor to the Lessee.
- (6) The Lessee fails to discharge, by payment or bond, any lien or encumbrance placed upon the Premises or improvements in violation of

this Agreement within thirty (30) days following written notice from Lessor to the Lessee that any such lien or encumbrance is filed against the Premises and/or improvements.

- (7) The Lessee (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate the Lessee bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any of any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (8) The Lessee fails to comply with any other term or condition of this Agreement and such default continues for more than thirty (30) days after written notice from Lessor to the Lessee, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) the Lessee is reasonably capable of curing the default, and (ii) is working diligently as determined by Lessor to cure the default.

b. Lessor Remedies

If a default occurs, Lessor, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) Lessor may, without releasing the Lessee from its obligations under the Agreement, attempt to cure the default. Lessor may enter the Premise for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of the Lessee or a termination of this Agreement;
- (2) With legal process, re-enter the Premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by the Lessee for the full term of this Agreement. Lessor's re-entry of the Premises is not a termination of this Agreement. In the event of such re-entry, Lessor may proceed for the collection of money to be paid under this Agreement or for properly measured damages;
- (3) Terminate this Agreement upon written notice to the Lessee and re-enter the Premises as of its former estate, and shall have the right to implement the provisions under this Agreement, and the Lessee covenants in the case of such termination to indemnify Lessor against all loss of rents and expenses during the remainder of the term; and

In the event of any default and for any type of remedy chosen by Lessor, the Lessee shall reimburse Lessor for all reasonable fees and costs incurred by Lessor, including reasonable attorneys' fees, relating to such default and/or the enforcement of Lessor's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Lessee's Remedies

Notwithstanding anything in this Agreement to the contrary, in the event of any failure of Lessor to comply with the provisions of this Agreement, and such failure materially impairs the Lessee's use of the Premises, the Lessee may elect to terminate this Agreement upon thirty (30) days prior written notice to Lessor unless, prior to the expiration of such period, Lessor has either (i) cured such default or commenced to cure such default and thereafter shall be proceeding with due diligence to complete the same; or (ii) gives written notice to the Lessee that it disputes the Lessee's assertion that Lessor is in default, in which event Lessor shall simultaneously file a demand for mediation.

d. Dispute Resolution

Any dispute arising out of this agreement, unless earlier resolved by mutual agreement, must first be submitted to mediation before any legal action can be initiated by either party. The parties shall equally share the costs of the mediation.

15. Non-Discrimination

a. General

The Lessee, for itself, and its heirs, representatives, successors and assigns, as part of the consideration herein, hereby covenants and agrees, as a covenant running with the land, that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; and (2) that in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

b. Economic

The Lessee, and those operating under agreement with the Lessee, shall furnish services authorized by this Agreement on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee and those operating under agreement with the Lessee shall be allowed to make reasonable and not unjustly discriminatory discounts, rebates and other similar types of price reductions to volume purchasers.

16. General Provisions

a. Waiver

The waiver by Lessor or the Lessee of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.

b. Headings

The headings in this Agreement are for convenience in references and are not intended to define or limit the scope of any provision of this Agreement.

c. Entire Agreement

This Agreement represents the entire agreement between the parties and supercedes any prior agreements regarding the Premises. This Agreement may only be modified if done in writing and executed by both parties.

d. Severability

If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement.

e. Governing Law

This Agreement shall be governed by Minnesota law and any action arising from this Agreement shall be venued in Lyon County District Court.

f. Public Data

Lessor shall use reasonable care to treat matters pertaining to the Lessee's business in a confidential manner to the extent permitted by law. This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, which presumes that data collected by Lessor is public data unless classified otherwise by law.

g. Successors

This Agreement shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

h. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between Lessor and the Lessee, or to create any other

relationship between the parties other than that of landlord and tenant, unless otherwise provided in this Agreement.

i. Notice

Any notice required under this Agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

Lessor: City of Tracy
336 Morgan Street
Tracy, Minnesota 56175

Lessee : Tracy Masonic Lodge
2220 221st Street
Tracy, Minnesota 56175

Notice is deemed given (i) two (2) business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient.

Either party may change the party's address for notice by providing written notice to the other party.

j. Construction or Interpretation of Agreement. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

k. Independent Attorney Review. The parties have been afforded the right to have an independent attorney review this Agreement before signing it. By executing this Agreement, the parties acknowledge and agree that they have been given a reasonable opportunity to have an independent attorney review this document and have executed this document only after having done so, or, only after reviewing the Agreement carefully and then intentionally waiving their right to do so.

IN WITNESS WHEREOF, Lessor and the Lessee have executed this Agreement as of the dates indicated below.

LESSOR:

CITY OF TRACY

By: _____
Anthony Dimmers
Its: Mayor

Date: _____

The foregoing document was acknowledged before me this ____ day of _____, 2019, by Douglas Pamp and Kevin Vickerman, the Master and Junior Warden, respectively, of the Tracy Masonic Lodge a/k/a Tracy Lodge No. 155, on behalf of the membership thereof.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)