

**CITY OF BAYPORT  
CITY COUNCIL MEETING  
Council Chambers, 294 North 3<sup>rd</sup> Street  
November 8, 2010**

**REGULAR MEETING**

**6:00 P.M.**

**CALL TO ORDER**

**ROLL CALL (Mayor Nowaczek and City Councilmembers Carlson, Kraftson and Seeberger)**

**APPROVAL OF AGENDA**

**PROCLAMATIONS, COMMENDATIONS, PETITIONS, AND ANNOUNCEMENTS**

1. October recycling award given to Debbie Flores

**OPEN FORUM**

The open forum is a portion of the meeting to address the City Council on subjects that are not a part of the meeting agenda. The City Council may take action or reply at the time of the statement or may give direction to staff regarding investigation of the concerns expressed. *A total of 15 minutes is allotted for the public comment period (not 15 minutes per person).*

- 1.
- 2.

**CONSENT AGENDA**

**TAB #**

Consider a resolution adopting items 1 through 12

- |                                                                                                                           |    |
|---------------------------------------------------------------------------------------------------------------------------|----|
| 1. October 4, 2010 City Council regular meeting minutes                                                                   | 1  |
| 2. October payables and receipts                                                                                          | 2  |
| 3. October building, plumbing and mechanical permits report                                                               | 3  |
| 4. Special event application from BCAL for "Lighting of the Village Green" on Wednesday, December 1, 2010                 | 4  |
| 5. Grant agreement for police department operation nightcap project                                                       | 5  |
| 6. Joint Powers Agreement with City of Stillwater for purchase of road salt                                               | 6  |
| 7. Joint Powers Agreement with Department of Corrections for mutual aid                                                   | 7  |
| 8. Designee to assist in evaluation and selection process of city auditor                                                 | 8  |
| 9. Canvassing the tabulation of votes and declaring the results of the 2010 General Election                              | 9  |
| 10. Renewal of Subsurface Sewage Treatment System Inspection Services with Washington County                              | 10 |
| 11. Special event application from The Bikery for a cyclocross event at Barker's Alps Park on Saturday, November 20, 2010 | 11 |
| 12. Authorization to proceed with hiring process for a part-time police officer                                           | 12 |

**RIVERFRONT ADVISORY COMMISSION REPORT**

**13**

**COUNCIL LIAISON REPORTS**

**PUBLIC HEARING S**

**UNFINISHED BUSINESS**

- |                                                                                                                                                                                                                 |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1. Consider bids and award contract for the 2010 I/I Improvement Project                                                                                                                                        | 14 |
| 2. Consider a resolution accepting a petition, awarding the contract, and authorizing the preparation of plans and specifications for a curb, gutter, and stormwater improvement project on Second Avenue North | 15 |
| 3. City curb, gutter, sidewalk, and private driveway apron replacement policy                                                                                                                                   | 16 |
| 4. Consider adopting ordinances establishing gas franchise and electric franchise fees                                                                                                                          |    |

**NEW BUSINESS**

- |                                                                                                                        |    |
|------------------------------------------------------------------------------------------------------------------------|----|
| 1. Consider a resolution accepting Councilmember Dan Johnson's resignation and declaring a vacancy on the City Council | 17 |
| 2. Consider revisions to lease agreement with Boy Scout Troop #113                                                     | 18 |
| 3. Consider quotes for a survey of the ice road easement across Bayport Estates                                        | 19 |
| 4. Consider quotes to complete a pavement management study                                                             | 20 |

**COUNCIL ITEMS AND ANNOUNCEMENTS**

**CITY ADMINISTRATOR ITEMS AND ANNOUNCEMENTS**

- |                              |    |
|------------------------------|----|
| 1. City Administrator update | 21 |
|------------------------------|----|

**ADJOURNMENT**

**RESOLUTION NO. 10-**

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF  
BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD  
NOVEMBER 8, 2010**

Pursuant to due call and notice therefore, a regular meeting of the City Council of the City of Bayport, Minnesota was duly held at Bayport City Hall in said municipality on the 8<sup>th</sup> day of November 2010, at 6:00 p.m.

The following members were present:

The following members were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING CONSENT AGENDA ITEMS 1-12 FROM THE  
NOVEMBER 8, 2010 CITY COUNCIL AGENDA**

1. October 4, 2010 City Council regular meeting minutes
2. October payables and receipts
3. October building, plumbing and mechanical permits report
4. Special event application from BCAL for "Lighting of the Village Green" on Wednesday, December 1, 2010
5. Grant agreement for police department operation nightcap project
6. Joint Powers Agreement with City of Stillwater for purchase of road salt
7. Joint Powers Agreement with Department of Corrections for mutual aid
8. Designee to assist in evaluation and selection process of city auditor
9. Canvassing the tabulation of votes and declaring the results of the 2010 General Election
10. Renewal of Subsurface Sewage Treatment System Inspection Services with Washington County
11. Special event application from The Bikery for a cyclocross event at Barker's Alps Park on Saturday, November 20, 2010
12. Authorization to proceed with hiring process for a part-time police officer

The motion for adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon roll call being taken thereon, the following vote via voice:

Jonathan Nowaczek –	Torry Kraftson –
Connie Carlson –	Judy Seeberger –

WHEREUPON, said Resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota this 8<sup>th</sup> day of November, 2010.

ATTEST:

\_\_\_\_\_  
Mitch Berg, City Administrator

\_\_\_\_\_  
Jon Nowaczek, Mayor

**CITY OF BAYPORT  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS  
OCTOBER 4, 2010  
6:00 P.M.**

**CALL TO ORDER**

Pursuant to due call and notice, Mayor Nowaczek called the regular City Council meeting of October 4, 2010 to order at 6:00 p.m., and asked Councilmembers, staff and the audience to join in pledging allegiance to the American Flag.

**ROLL CALL**

Members Present: Mayor Jon Nowaczek, Councilmembers Connie Carlson, Dan Johnson, Torry Kraftson and Judy Seeberger

Members Absent: None

Others Present: Administrator Mitch Berg, Police Chief Laura Eastman, Public Works Supervisor Mel Horak, Engineer Barry Peters, Assistant City Administrator/ Planner Sara Taylor, and Attorney Nick Vivian

**APPROVAL OF AGENDA**

It was moved by Councilmember Carlson and seconded by Councilmember Johnson to approve the October 4, 2010 agenda. Motion carried.

**PROCLAMATIONS/COMMENDATIONS/PETITIONS**

1. The September recycling award was given to Arnold Rondeau.
2. Public Works Supervisor Horak presented a plaque to Vern Thompson recognizing his retirement from the Public Works Department and thanked him for his 33 plus years of dedicated service.
3. Police Chief Eastman presented Officer Zach Lund with a Letter of Commendation for his actions on September 17, 2010, that led to the successful arrest of suspects involved in a gun-pointing incident in a neighboring city.
4. Councilmember Seeberger reported that the City of Bayport was proclaimed a Yellow Ribbon City by Governor Pawlenty at a ceremony on September 22, 2010. Everyone involved in the effort was thanked for their time and community spirit in achieving this recognition.

**OPEN FORUM – None**

**CONSENT AGENDA**

Mayor Nowaczek read items 1-6 on the consent agenda.

1. September 7, 2010 City Council regular meeting minutes
2. September payables and receipts
3. September building, plumbing and mechanical permits report
4. Agreement with Washington County to provide assessing services for the city
5. Authorization for sale of Fire Department's 1990 Chevrolet pick-up truck
6. Special event application from Boy Scouts for pumpkin sale at Village Green park on October 16-17, 2010

Councilmember Carlson introduced the following resolution, and moved its adoption:

**Resolution 10-26**

**A RESOLUTION APPROVING CONSENT AGENDA ITEMS 1-6 FROM THE  
OCTOBER 4, 2010 CITY COUNCIL AGENDA**

The motion for adopting the foregoing resolution was duly seconded by Councilmember Johnson and upon roll call being taken, the following voted via voice:

Jon Nowaczek – aye	Torry Kraftson – aye
Connie Carlson – aye	Judy Seeberger – aye
Dan Johnson – aye	

**RIVERFRONT ADVISORY COMMISSION REPORT**

Administrator Berg reviewed the September 14, 2010 meeting minutes, noting that the commission continues its work to prioritize its goals and objectives. A public open house is planned for the near future to review the commission's recommendations.

**COUNCIL LIAISON REPORTS**

Councilmember Seeberger reported on the September 20, 2010 Planning Commission meeting, noting the Planning Commission recommended approval of an amendment to the Lower St. Croix Bluffland and Shoreland ordinance. The October meeting has been cancelled, due to lack of business.

Councilmember Seeberger reviewed Andersen Corporation's Community Advisory Committee (CAC) meeting of September 15, 2010.

Councilmember Kraftson noted the Middle St. Croix Watershed Management Organization did not meet in September. The next meeting is scheduled for Thursday, October 14, 2010, 7:00 p.m., at the Valley Ridge Mall.

Councilmember Johnson reported the Library Foundation is hosting a Girl's Night Out fundraiser on Sunday, November 7, 2010, 6:30-9:00 p.m. at the library. The next meeting is scheduled for Thursday, October 28, 2010, 6:00 p.m., at the library and the public is invited to attend.

Councilmember Carlson reported the Cable Commission did not meet in September. A budget planning meeting is scheduled for October 6, 2010 at 5:00 p.m., and the regularly scheduled meeting will be held October 20, 2010 at 7:00 p.m. Both meetings will be held at the Valley Ridge Mall.

**PUBLIC HEARING** - None

**UNFINISHED BUSINESS**

Consider adopting a city curb, gutter, sidewalk, and private driveway apron replacement policy:

Administrator Berg noted staff has prepared a draft policy to address future curb, gutter, sidewalk, and private driveway apron replacements in light of recent issues with property owners. He reviewed an issue with the property owners at 467 9<sup>th</sup> Street North, noting the owners are appealing the city's decision not to reimburse them for 50% of the replacement cost of their driveway apron (\$787.50). Scott Gallatin, 467 9<sup>th</sup> Street North, stated his new driveway apron has been installed and requested that the City Council approve 50% of the replacement cost, as originally promised in writing by city staff. Councilmembers discussed balancing the city's fiscal responsibilities and property owners' reliance on information provided by city staff and resultant harm to the property owner. Mayor Nowaczek believes the Gallatin's would have proceeded with the apron replacement, regardless of the city's involvement, and does not support reimbursement. Administrator Berg stated the city notified the Gallatin's of the

incorrect information supplied by city staff regarding reimbursement on the day after they signed an agreement for the work. Councilmember Johnson recommended that a reimbursement policy involving these types of private projects be completed in conjunction with a city improvement project, e.g., sidewalks, curb and gutter, to ensure the city controls funding for such projects. Discussion followed on precedence for reimbursement and the timing of the city's initial approval to the Gallatin's. The Councilmembers voiced their concern that the Gallatin's received incorrect information; however the majority of councilmembers were not in favor of reimbursement.

It was moved by Councilmember Johnson to approve payment of \$787.50 to Scott Gallatin upon proper receipt of work done for replacement of his driveway apron. Motion failed for lack of a second.

It was moved by Councilmember Kraftson and seconded by Councilmember Carlson to deny payment of \$787.50 to Scott Gallatin, 467 9<sup>th</sup> Street North, Bayport, Minnesota. Motion carried 4-1, with Councilmember Johnson voting nay.

Discussion followed on the draft policy addressing cost sharing for city curb, gutter, sidewalk and private driveway apron projects. Administrator Berg noted the policy was drafted with input from the city's engineering firm that has a great deal of experience with these types of projects. Mayor Nowaczek suggested removing specific numerical reference to Minnesota state statutes, i.e., Chapter 429, and requested additional definition of the standards determining whether a project was reimbursable to a property owner and to what extent. Staff was directed to rework the draft policy and bring it back for approval at a future meeting.

Consider approval of plans and specifications for an inflow and infiltration (I & I) improvement project and authorization to advertise for bids: City Engineer Peters stated that plans and specifications for the 2010 I & I improvement project have been completed. The project would line the sanitary sewer pipe lines in the eastern portion of the city that were televised earlier this year, as well as provide for a short storm sewer improvement on 5<sup>th</sup> Street North. The engineer's estimated cost for the work is \$222,240.00, compared to \$241,000.00, as reported in the feasibility report last month. He noted the directional bore work on 5<sup>th</sup> Street North may need to be deferred until next spring, due to weather conditions; however the lining portion can proceed this year. If approved, he recommended a bid opening on October 28, 2010, with consideration of the bids at the November City Council meeting. The city has received notification from the Metropolitan Council Environmental Services (MCES) that the proposed work would satisfy the I & I credit requirements, and MCES would not be adding a surcharge for 2011 and into 2012. The city will be applying for a MCES grant for the project and anticipate a minimum grant of \$50,000.00 to offset the cost of the project.

It was moved by Councilmember Seeberger and seconded by Councilmember Kraftson to approve the plans and specifications for the 2010 inflow and infiltration project and authorize advertisement of bids. Motion carried.

Consider a petition for curb, gutter, and stormwater improvement project on Second Avenue North, adjacent to People's Congregational Church: Administrator Berg and Public Works Supervisor Horak reviewed a petition to initiate a 429 assessment project to remediate stormwater runoff on 2<sup>nd</sup> Avenue North, between Perro Creek and 3<sup>rd</sup> Street North. People's Congregational Church has also requested the addition of five striped parking spaces on the south side of 2<sup>nd</sup> Avenue North. The Middle St. Croix Watershed Management Organization would provide a \$1,000.00 grant for the installation of rain gardens for the stormwater project. The City of Bayport, People's Congregational Church and a private resident would be affected by the proposed work. The city received the proper petition request from the church; however the private property owner did not submit a completed request. Public Works Supervisor Horak indicated the city would like to add a short section of failing roadway on 1<sup>st</sup> Avenue

North to the project. Administrator Berg requested approval to authorize staff to sign the petition as the owner of Perro Park and to administratively collect the proper paperwork from the affected property owners. This would result in a 100% participation of the petition for local improvement per the Chapter 429 process, which would eliminate the need for one of the public hearings on the project. Mayor Nowaczek requested that the city's engineering firm, SEH, have an opportunity to provide a proposal for the project, in addition to the proposal from the City of Stillwater, since the work could not be completed until next spring. Councilmembers tabled further discussion to the November meeting.

## **NEW BUSINESS**

Consider approval of liquor licenses for the establishment located at 328 5<sup>th</sup> Avenue North: Assistant Administrator/Planner Taylor reviewed the application for liquor licenses for a new restaurant, Bayport BBQ, as submitted by owner Chris Johnson. A background investigation has been completed on the applicant and city departments have reviewed and approved the application. Washington County will be completing a health, safety and welfare inspection of the premises. Based on satisfactory results of the department reviews and background investigation, staff is recommending approval of the application for on-sale liquor, on-sale Sunday liquor, and 2:00 a.m. closing licenses, subject to completion of any outstanding items that may be identified by Washington County. Applicant Chris Johnson answered questions regarding his work background and plans for the restaurant. Planner Taylor stated the applicant is aware of the property's conditional use permit for outdoor seating.

It was moved by Councilmember Carlson and seconded by Councilmember Seeberger to approve on-sale liquor, on-sale Sunday liquor, and 2:00 a.m. closing licenses for the Bayport BBQ, located at 328 5<sup>th</sup> Avenue North, Bayport, Minnesota. Motion carried.

Consider an ordinance amendment to Appendix C – Lower St. Croix Bluffland and Shoreland Management, Section 2 – Intent and Purpose of the Bayport City Code: Assistant Administrator/Planner Taylor reported that last year the city received notification from the DNR that the parcel at 836 Minnesota Street South was in violation of the Lower St. Croix River Act because it contained a commercial business in a designated rural district of the St. Croix River. Research of city records revealed that the parcel was once part of Baytown Township, which is considered a rural community; however, when the parcel was annexed into the City of Bayport in 1982, the city assumed the city's urban designation would then apply to the parcel and allow for commercial zoning use. The city was unaware that once a parcel is designated as rural or urban within the St. Croix Riverway, the designation cannot be changed, regardless of annexation. To correct this discrepancy, city staff worked with the property owner on legislation that would allow certain pre-existing land uses in rural districts to continue, due to unique circumstances. The legislation was approved earlier this year and an amendment to the city's Lower St. Croix Bluffland and Shoreland Management Ordinance is necessary to reflect the revised legislation. The city received favorable comments from the DNR and the St. Croix Scenic Coalition on the proposed ordinance amendment, and the Planning Commission recommended approval of the amendment. If approved, staff will work with the property owner to obtain a conditional use permit that would bring the property into compliance with the ordinance and reflect it as an urban parcel.

Councilmember Johnson introduced the following ordinance and moved its adoption:

**Ordinance #822**

**AN ORDINANCE OF THE CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA,  
AMENDING APPENDIX C – LOWER ST. CROIX SHORELAND AND BLUFFLAND  
MANAGEMENT, SECTION 2 – INTENT AND PURPOSE OF THE BAYPORT CITY CODE**

The motion for adopting the foregoing ordinance was duly seconded by Councilmember Seeberger and upon roll call being taken, the following voted via voice:

Jon Nowaczek – aye	Torry Kraftson – aye
Connie Carlson – aye	Judy Seeberger – aye
Dan Johnson – aye	

Consider adopting ordinances establishing gas franchise and electric franchise fees: Administrator Berg reviewed the history of implementing utility franchise fees and recommended changes in the draft ordinance language regarding users with multiple meters. He suggested putting 5% of the collected franchise fees into a separate fund that would be used to encourage property owners to become more energy efficient. Attorney Vivian clarified that staff is working with Xcel Energy to verify their approval of the proposed ordinance language, which incorporates changes recommended by the city attorney. Discussion followed on the timing of the official notification to Xcel Energy, adding a sunset clause to the agreement, and establishing a grant program to promote energy efficient programs. Attorney Vivian stated he would finalize the ordinance language with Xcel Energy, including the addition of the sunset clause, and pursue waiving the 60-day notification requirement. The final ordinance will be discussed for adoption at the November meeting.

Consider adopting a city fleet vehicle safety policy: Administrator Berg noted that department managers have provided input on the draft policy and staff recommended approval of the policy. Discussion followed on administration of the disciplinary action and potential challenges from the city's collective bargaining units. Councilmember Johnson requested input from the city's unions prior to adopting the policy, and Councilmember Kraftson requested clarification of consequences in the disciplinary action section.

It was moved by Councilmember Johnson and seconded by Councilmember Carlson to continue discussion on the city fleet vehicle safety policy until the November City Council meeting in order to provide an opportunity for the city's unions to provide feedback on the proposed policy. Motion carried.

#### **COUNCIL ITEMS AND ANNOUNCEMENTS – None**

#### **CITY ADMINISTRATOR STAFF ITEMS AND ANNOUNCEMENTS**

##### City Administrator update:

1. The city received a thank you from the BCAL for its support of the recent Derby Days events.
2. Councilmembers were reminded to return their feedback on the administrator's job performance review to Assistant Administrator Taylor.
3. The Stillwater Gazette will be hosting a candidate forum on Tuesday, October 5, 2010, at 7:00 p.m. at City Hall. The forum will be broadcast on Channel 15.
4. After receiving additional information from Washington County on fiscal disparity and market value homestead credit reductions, the city has calculated that the proposed 2011 levy increase will result in an estimated \$10.00 annual tax increase for a \$250,000.00 residential property. If the franchise fees are implemented, the average annual residential fees would be \$33.00. Administrator Berg projected a total annual increase of between \$40.00 to \$80.00, for a \$250,000.00 residential property.

#### **ADJOURNMENT**

It was moved by Councilmember Carlson and seconded by Councilmember Johnson to adjourn the meeting at 8:10 p.m. Motion carried.

CITY OF BAYPORT

REVENUE SUMMARY YTD THRU 10/31/10

FUND	FUND Descr	2010 Budget	2010 YTD Amt	2010 % of Budget	2010 % of Budget Remain
101	GENERAL	\$1,892,354.12	\$1,172,805.33	61.98%	38.02%
102	STREET RECONSTRUCTION	\$0.00	\$0.00	0.00%	0.00%
103	GO TIF BD FUND 1990 CAP PROJ	\$0.00	\$0.00	0.00%	0.00%
106	TIF ECON DEV DIST 2	\$0.00	\$0.00	0.00%	0.00%
107	TIF REDEVELOPMENT DISTRICT 2-1	\$0.00	\$16,445.98	0.00%	0.00%
200	FIRE EQUIPMENT REPLACEMENT FUN	\$0.00	\$200.00	0.00%	0.00%
202	DRUG FORFEITURE	\$0.00	\$2,767.53	0.00%	0.00%
203	PUBLIC WORKS EQUIPMENT REPL	\$0.00	\$4,875.60	0.00%	0.00%
204	RECREATION CAP EQUIP & MAINT	\$0.00	\$3,941.92	0.00%	0.00%
205	TAX STABILIZATION FUND	\$0.00	\$0.00	0.00%	0.00%
206	WATER/SEWER IMPROVEMENT FUND	\$0.00	\$19,409.47	0.00%	0.00%
207	PARK IMPROVEMENT FUND	\$0.00	\$10,000.00	0.00%	0.00%
208	PRISON SEWER PROJECT	\$0.00	\$0.00	0.00%	0.00%
209	DEVELOPER REIMBURSED PROJECTS	\$0.00	\$0.00	0.00%	0.00%
210	K-9 UNIT	\$0.00	\$664.34	0.00%	0.00%
211	LIBRARY	\$255,796.00	\$159,218.99	62.24%	37.76%
303	GO TIF BOND 1990 DEBT SERVICE	\$0.00	\$30,022.85	0.00%	0.00%
412	CEMETERY CAPITAL IMPROV	\$0.00	\$0.00	0.00%	0.00%
413	POLICE EQUIPMENT FUND	\$0.00	\$1,327.50	0.00%	0.00%
414	OFFICE AUTOMATION	\$0.00	\$0.00	0.00%	0.00%
415	MUNICIPAL BLDGS MAINT	\$0.00	\$0.00	0.00%	0.00%
416	PERRO CREEK OUTLET	\$0.00	\$0.00	0.00%	0.00%
601	WATER	\$307,454.00	\$74,626.77	24.27%	75.73%
602	SEWER	\$680,241.00	\$214,742.93	31.57%	68.43%
800	INVESTMENTS-POOLED	\$0.00	\$692,775.90	0.00%	0.00%
803	P & Z ESCROWS	\$0.00	\$101,347.81	0.00%	0.00%
851	NON EXP TRUST	\$0.00	\$0.00	0.00%	0.00%
		\$3,135,845.12	\$2,505,172.92	79.89%	20.11%

CITY OF BAYPORT

MONTHLY RECEIPTS

Period Name: OCTOBER

FUND	Tran Date	Amount	Refer Comments	Account Descr
<b>FUND 101 GENERAL</b>				
101	10/4/2010	\$10.00	1268 ASSESSMENT SEARCH REITER & SCHI	R 101-00000-34105 USER FE
101	10/4/2010	\$1.00	1271 COPIES (\$0.25/PAGE) SUSAN ST. ORES	R 101-00000-34105 USER FE
101	10/12/2010	\$25.00	1284 ASSESSMENT SEARCH Access Informati	R 101-00000-34105 USER FE
101	10/18/2010	\$3.00	1299 MAP - FLOOD (COLOR) Fred Brauer - CA	R 101-00000-34105 USER FE
101	10/18/2010	\$2,100.00	1297 SAC	G 101-20102 S A C CHARGE
101	10/14/2010	\$1.50	99 CATHLEEN HESS - ROOF	G 101-20104 STATE SURCHA
101	10/26/2010	\$12.50	104 BARRY LUND - BLD PERMIT 2010-85	G 101-20104 STATE SURCHA
101	9/30/2010	\$3.81	1259 BUILDING SURCHARGE J.G. Hause Con	G 101-20104 STATE SURCHA
101	10/4/2010	\$5.00	1269 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	10/7/2010	\$1.50	1276 BUILDING SURCHARGE Scott Laiti, #970	G 101-20104 STATE SURCHA
101	10/7/2010	\$5.00	1277 MECHANICAL SURCHARGE - COMMER	G 101-20104 STATE SURCHA
101	10/12/2010	\$14.96	1282 BUILDING SURCHARGE Berwald Roofing,	G 101-20104 STATE SURCHA
101	10/13/2010	\$2.25	1290 BUILDING SURCHARGE Transamerica C	G 101-20104 STATE SURCHA
101	10/13/2010	\$2.00	1291 BUILDING SURCHARGE Rebel Companie	G 101-20104 STATE SURCHA
101	10/13/2010	\$2.25	1292 BUILDING SURCHARGE Bayport Consulti	G 101-20104 STATE SURCHA
101	10/18/2010	\$122.50	1297 BUILDING SURCHARGE Land Title, Inc.,	G 101-20104 STATE SURCHA
101	10/19/2010	\$3.98	1301 BUILDING SURCHARGE Bruette Roofing,	G 101-20104 STATE SURCHA
101	10/19/2010	\$1.50	1302 BUILDING SURCHARGE Mike Hiles, #123	G 101-20104 STATE SURCHA
101	10/19/2010	\$0.46	1303 BUILDING SURCHARGE Window World T	G 101-20104 STATE SURCHA
101	10/4/2010	\$6.88	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	9/30/2010	\$38.20	1261 DELTA DENTAL KEN HARTUNG, #3398	G 101-27107 DELTA DENTAL
101	10/4/2010	\$38.20	1263 DELTA DENTAL MIKE MCGUIRE CK # 42	G 101-27107 DELTA DENTAL
101	10/4/2010	\$38.20	1263 DELTA DENTAL MIKE MCGUIRE CK # 42	G 101-27107 DELTA DENTAL
101	10/14/2010	\$38.20	1273 DELTA DENTAL KENNETH HARTUNG N	G 101-27107 DELTA DENTAL
101	10/26/2010	\$842.75	105 COBRATODAY-PAT LOGAN SEPT. 2010	G 101-27109 MEDICA
101	9/30/2010	\$509.65	1261 MEDICA KEN HARTUNG, #3398	G 101-27109 MEDICA
101	10/4/2010	\$509.65	1263 MEDICA MIKE MCGUIRE CK#4299 SEPT.	G 101-27109 MEDICA
101	10/4/2010	\$509.65	1263 MEDICA MIKE MCGUIRE CK # 4299 OCT	G 101-27109 MEDICA
101	10/4/2010	\$33.31	1266 MEDICA FARNHAM, #1094047421	G 101-27109 MEDICA
101	10/14/2010	\$509.65	1273 MEDICA KENNETH HARTUNG NOV 2010	G 101-27109 MEDICA
101	10/4/2010	\$14.50	1263 LIFE INS. MIKE MCGUIRE OCT. 2010 CK	G 101-27118 LINCOLN LIFE
101	10/4/2010	\$14.50	1263 LIFE INS. - MIKE MCGUIRE CK # 4299 S	G 101-27118 LINCOLN LIFE
101	10/4/2010	\$208.34	1263 HEALTH SAVING ACCT. MIKE MCGUIRE	G 101-27122 H S A
101	10/4/2010	\$58.34	1266 HEALTH SAVING ACCT. FARNHAM	G 101-27122 H S A
101	10/21/2010	-\$38.31	82 GENERAL CONTRACT SERVICES ADJ	E 101-41240-302 CONTRACT
101	10/21/2010	\$38.31	82 GENERAL CONTRACT SERVICES ADJ	E 101-41240-306 PROF SER-
101	10/26/2010	\$200.00	1312 REFUSE HAUL LICENSE Ray Anderson &	R 101-41240-32100 BUSINES
101	10/28/2010	\$53.32	109 JURY DUTY REIMBURSEMENT	E 101-41400-101 WAGES AN
101	10/7/2010	\$30.00	1277 CONTRACTOR LICENSE - SPECIALTY A	R 101-41910-32100 BUSINES
101	10/4/2010	\$15.00	1270 SPECIAL EVENT APP - NONPROFIT/PU	R 101-41910-32200 NONBUSI
101	10/14/2010	\$15.00	1295 SPECIAL EVENT APP - NONPROFIT/PU	R 101-41910-32200 NONBUSI
101	10/26/2010	\$268.45	104 PLAN REVIEW	R 101-41910-32210 BUILDING
101	10/26/2010	\$413.00	104 BUILDING PERMIT	R 101-41910-32210 BUILDING
101	9/30/2010	\$162.25	1259 BUILDING PERMIT J.G. Hause Constructi	R 101-41910-32210 BUILDING
101	10/7/2010	\$88.50	1276 BUILDING PERMIT Scott Laiti, #9709	R 101-41910-32210 BUILDING
101	10/12/2010	\$466.75	1282 BUILDING PERMIT Berwald Roofing, #931	R 101-41910-32210 BUILDING
101	10/13/2010	\$118.00	1290 BUILDING PERMIT Transamerica Constru	R 101-41910-32210 BUILDING
101	10/13/2010	\$103.25	1291 BUILDING PERMIT Rebel Companies, Inc.,	R 101-41910-32210 BUILDING
101	10/13/2010	\$118.00	1292 BUILDING PERMIT Bayport Consulting, LL	R 101-41910-32210 BUILDING
101	10/18/2010	\$1,252.39	1297 PLAN REVIEW	R 101-41910-32210 BUILDING
101	10/18/2010	\$1,926.75	1297 BUILDING PERMIT Land Title, Inc., #5-42	R 101-41910-32210 BUILDING
101	10/19/2010	\$162.25	1301 BUILDING PERMIT Bruette Roofing, #101	R 101-41910-32210 BUILDING
101	10/19/2010	\$88.50	1302 BUILDING PERMIT Mike Hiles, #12326	R 101-41910-32210 BUILDING
101	10/19/2010	\$41.25	1303 BUILDING PERMIT Window World Twin Ci	R 101-41910-32210 BUILDING
101	10/14/2010	\$88.50	99 BLG PERMIT	R 101-41910-32220 PLUMBIN
101	10/4/2010	\$75.00	1269 MECHANICAL PERMIT - RESIDENTIAL A	R 101-41910-32230 MECHANI
101	10/7/2010	\$75.00	1277 MECHANICAL PERMIT - COMMERCIAL A	R 101-41910-32230 MECHANI
101	10/19/2010	\$10,000.00	100 GRANT	R 101-41910-36233 GRANTS
101	10/28/2010	\$8.88	109 JURY DUTY REIMBURSEMENT	E 101-42100-101 WAGES AN
101	10/27/2010	\$427.25	106 VEST REIMB- CHAD JOHNSON	E 101-42100-202 UNIFORMS -

CITY OF BAYPORT

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FUND	Tran Date	Amount	Refer Comments	Account Descr
101	10/19/2010	\$45.00	1294 PHONE REIMBURSTMENT LAURA EAST	E 101-42100-321 COMMUNIC
101	10/27/2010	\$5,005.08	108 OFFICER DISABILITY - KENT FARNHAM	R 101-42100-32200 NONBUSI
101	10/4/2010	\$25.00	1264 PEDDLER LICENSE ERIK CHARLSEN, C	R 101-42100-33100 ADMINIST
101	10/5/2010	\$46,328.00	94 POLICE STATE AID	R 101-42100-33420 POLICE S
101	10/13/2010	\$0.50	1288 POLICE REPORTS CASH - Julie Reimer	R 101-42100-34201 POLICE A
101	10/13/2010	\$2.00	1288 POLICE REPORTS CASH - Faulkner	R 101-42100-34201 POLICE A
101	10/27/2010	\$3,464.70	107 WASH FINE/FEE DISB SEPT 2010	R 101-42100-35101 COURT FI
101	10/26/2010	\$439.06	102 SAFE & SOBER AUG 5	R 101-42100-36233 GRANTS
101	9/30/2010	\$20.00	1258 BURNING PERMIT gerald nolde ck#14517	R 101-42200-32200 NONBUSI
101	10/27/2010	\$20.00	1314 BURNING PERMIT RICHARD PETERSO	R 101-42200-32200 NONBUSI
101	10/5/2010	\$62,538.00	94 FIRE STATE AID	R 101-42200-33421 FIRE STA
101	10/19/2010	\$90.25	101 SEPT. FIRE INSPECTIONS PERMITS	R 101-42200-34101 FIRE INS
101	10/19/2010	\$39,706.50	101 4TH QTR FIRE PROTECTION	R 101-42200-34202 FIRE CON
101	10/19/2010	\$2,000.00	101 FIRE PREVENTION MATERIALS 2010	R 101-42200-36245 FIRE DEP
101	10/4/2010	\$100.00	1270 PICNIC SHELTER - RESIDENT ( 51-100)	R 101-43200-34780 PARK FE
101	10/7/2010	\$25.00	1275 BEACHHOUSE - RESIDENT FIREPLACE	R 101-43200-34780 PARK FE
101	10/19/2010	\$70.00	1305 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	10/27/2010	\$15,000.00	1315 ANDERSEN WINDOWS PARKING LEAS	R 101-43200-36220 RENTAL I
101	10/7/2010	\$700.00	1274 CEMETERY - OPEN/CLOSE GRAVE- CA	R 101-43300-34940 CEMETE
101	10/28/2010	\$100.00	1319 CEMETERY - TRANSFER TITLE Allen Kro	R 101-43300-34940 CEMETE
FUND 101 GENERA		\$197,564.61		

FUND 206 WATER/SEWER IMPROVEMENT FUND

206	10/28/2010	\$28.25	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$401.44	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$255.23	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$4.99	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$14.08	0 UB Receipt Surc 3 TRUNK WATER	G 206-12103 A/R GEN BILLIN
206	10/4/2010	\$2.10	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$17.12	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	10/4/2010	\$405.12	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/28/2010	\$36.43	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/28/2010	\$13.78	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/4/2010	\$273.53	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/14/2010	\$506.21	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$141.30	0 UB Receipt Serv 21 TRUNK/W COMB	G 206-12103 A/R GEN BILLIN
206	10/28/2010	\$42.24	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/11/2010	\$272.71	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$209.49	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$41.61	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$350.88	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$202.84	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$50.22	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$24.60	0 UB Receipt Serv 21 TRUNK/W COMB	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$244.20	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$1.20	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$150.63	0 UB Receipt Serv 31 TRUNK/S COMB	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$6.10	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$65.86	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	10/11/2010	\$5.70	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/11/2010	\$213.28	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/11/2010	\$3.14	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/4/2010	\$2.31	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$557.12	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$347.72	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$32.96	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$6.38	0 UB Receipt Serv 41 TRUNK SEWER 1ST	G 206-12103 A/R GEN BILLIN
206	10/12/2010	\$56.02	0 UB Receipt Surc 3 TRUNK WATER	G 206-12103 A/R GEN BILLIN
206	10/6/2010	\$135.39	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$872.59	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$13.73	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN

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FUND	Tran Date	Amount	Refer Comments	Account Descr
206	10/18/2010	\$522.00	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/26/2010	\$96.47	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/25/2010	\$17.22	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/26/2010	\$322.35	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$53.17	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/26/2010	\$2,501.73	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$663.70	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/26/2010	\$21.51	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$320.58	0 UB Receipt Serv 38 TRUNK S/IND	G 206-12103 A/R GEN BILLIN
206	10/19/2010	\$158.14	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/19/2010	\$33.00	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/19/2010	\$70.31	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/25/2010	\$162.83	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/25/2010	\$14.19	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/25/2010	\$120.45	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$1,215.84	0 UB Receipt Serv 28 TRUNK W/IND	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$311.69	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$11.22	0 UB Receipt Surc 3 TRUNK WATER	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$5.27	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$430.30	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	10/26/2010	\$17.67	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	10/18/2010	\$4.50	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
FUND 206 WATER/		\$13,082.64		
FUND 207 PARK IMPROVEMENT FUND				
207	10/18/2010	\$1,000.00	1297 PARK DEDICATION	R 207-00000-34780 PARK FE
FUND 211 LIBRARY				
211	10/28/2010	\$16.00	1317 LIBRARY SERVICE CHARGE A. NARR C	R 211-45500-34760 LIBRARY
211	10/28/2010	\$5.00	1317 LIBRARY SERVICE CHARGE DAVID GE	R 211-45500-34760 LIBRARY
211	10/28/2010	\$16.00	1317 LIBRARY SERVICE CHARGE CARLENE	R 211-45500-34760 LIBRARY
211	10/28/2010	\$4.40	1317 LIBRARY SERVICE CHARGE OLGA J. BI	R 211-45500-34760 LIBRARY
211	10/28/2010	\$40.00	1316 LIBRARY RENT STILLWATER AREA SC	R 211-45500-36220 RENTAL I
211	10/28/2010	\$95.00	1316 LIBRARY RENT FOLEY, KALSEIM & CO	R 211-45500-36220 RENTAL I
211	10/28/2010	\$10.00	1317 LIBRARY DONATIONS NICHOLE J. ELST	R 211-45500-36230 DONATIO
FUND 211 LIBRARY		\$186.40		
FUND 601 WATER				
601	10/6/2010	\$48.80	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/6/2010	\$202.96	0 UB Receipt Serv 6 WATER METER2	G 601-14601 WATER BILLING
601	10/18/2010	\$4,157.09	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/25/2010	\$1.59	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/25/2010	\$2.46	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	10/19/2010	\$27.12	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/6/2010	\$3.18	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/6/2010	\$2,569.56	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/4/2010	\$4,003.32	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/6/2010	\$3,467.77	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/6/2010	\$393.46	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/19/2010	\$1.59	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/6/2010	\$88.89	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/26/2010	\$2.54	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	10/6/2010	\$4.77	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/4/2010	\$18.64	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/28/2010	\$133.08	0 UB Receipt Serv 6 WATER METER2	G 601-14601 WATER BILLING
601	10/28/2010	\$2.50	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	10/28/2010	\$306.66	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/28/2010	\$18.33	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/28/2010	\$12.72	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING

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601	10/28/2010	\$395.46	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/26/2010	\$34.59	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/18/2010	\$10,507.67	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/18/2010	\$4.92	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/18/2010	\$11,148.76	0 UB Receipt Serv 3 INDUSTRIAL	G 601-14601 WATER BILLING
601	10/18/2010	\$2,196.71	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/26/2010	\$74.08	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/4/2010	\$6.22	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/25/2010	\$38.74	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/4/2010	\$1.59	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/19/2010	\$314.52	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/26/2010	\$168.10	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/6/2010	\$58.31	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/26/2010	\$3,619.18	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/4/2010	\$110.76	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/14/2010	\$5,222.23	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/14/2010	\$2.79	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/14/2010	\$4,715.09	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/14/2010	\$0.01	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	10/14/2010	\$17.49	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/14/2010	\$152.48	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	10/26/2010	\$3.18	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/12/2010	\$12.05	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/19/2010	\$8.91	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/14/2010	\$114.65	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/18/2010	\$108.85	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/25/2010	\$64.15	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/25/2010	\$134.73	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/12/2010	\$5,593.58	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/12/2010	\$12.62	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/19/2010	\$1,655.60	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/12/2010	\$1,956.30	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/25/2010	\$1,659.59	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/12/2010	\$466.84	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	10/18/2010	\$4,640.28	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	10/28/2010	\$1.87	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/18/2010	\$20.39	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/18/2010	\$621.80	0 UB Receipt Serv 6 WATER METER2	G 601-14601 WATER BILLING
601	10/18/2010	\$2.50	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	10/18/2010	\$106.00	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/12/2010	\$135.15	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/12/2010	\$1,024.56	0 UB Receipt Serv 4 COMM W/COMB	G 601-14601 WATER BILLING
601	10/18/2010	\$1.59	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/11/2010	\$2,603.89	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	10/11/2010	\$2.50	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	10/18/2010	\$41.68	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/11/2010	\$50.16	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	10/11/2010	\$4.77	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	10/18/2010	\$93.52	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	10/11/2010	\$92.22	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	10/12/2010	\$0.65	0 UB Receipt Surc 21 SALES TAX	G 601-14605 SALES TAX REC
601	10/18/2010	\$954.75	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/6/2010	\$19.30	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/6/2010	\$28.87	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/25/2010	\$10.50	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/28/2010	\$27.84	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/11/2010	\$4.94	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/12/2010	\$149.74	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/4/2010	\$1.53	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/18/2010	\$3.29	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/14/2010	\$259.44	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC

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FUND	Tran Date	Amount	Refer Comments	Account Descr
601	10/19/2010	\$23.89	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/26/2010	\$28.28	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	10/28/2010	\$8.90	109 JURY DUTY REIMBURSEMENT	E 601-46120-101 WAGES AN
601	10/7/2010	\$1,000.00	1278 WATER CONNECTION - TO 1 IN Chad D	R 601-46120-34601 WATER H
601	10/12/2010	\$1,000.00	1286 WATER CONNECTION - TO 1 IN Derrick	R 601-46120-34601 WATER H
601	10/18/2010	\$1,000.00	1297 WATER CONNECTION - TO 1 IN	R 601-46120-34601 WATER H
601	10/7/2010	\$200.00	1278 WATER METER - TO 1 IN Chad D Johnso	R 601-46120-34602 WATER M
601	10/12/2010	\$200.00	1286 WATER METER - TO 1 IN	R 601-46120-34602 WATER M
601	10/18/2010	\$200.00	1297 WATER METER - TO 1 IN	R 601-46120-34602 WATER M
601	10/7/2010	\$100.00	1278 WATER METER INSPECTION	R 601-46120-34603 WATER H
601	10/12/2010	\$100.00	1286 WATER METER INSPECTION	R 601-46120-34603 WATER H
601	10/18/2010	\$50.00	1297 WATER CONNECTION INSPECTION	R 601-46120-34603 WATER H
601	10/18/2010	\$50.00	1297 WATER METER INSPECTION	R 601-46120-34603 WATER H
601	10/12/2010	\$98.95	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/18/2010	\$14.40	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/25/2010	\$22.05	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/19/2010	\$10.00	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/5/2010	\$5.00	0 UB UR Receipt Group 03 PRISON	R 601-46120-37110 WATER R
601	10/6/2010	\$67.17	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/18/2010	\$0.24	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/4/2010	\$1.12	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/14/2010	\$0.02	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/28/2010	\$19.04	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	10/21/2010	\$25.00	1308 WATER SHUTOFF - BUS HRS CASH - JI	R 601-46120-37110 WATER R
FUND 601 WATER		\$81,175.57		
<b>FUND 602 SEWER</b>				
602	10/28/2010	\$2.50	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/28/2010	\$18.33	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/28/2010	\$132.40	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/26/2010	\$20,847.70	0 UB Receipt Serv 17 PLANT	G 602-14602 SEWER BILLIN
602	10/26/2010	\$207.59	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/26/2010	\$2.54	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/14/2010	\$2,284.01	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/14/2010	\$2.79	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$114.40	0 UB Receipt Serv 29 INSTIT SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$49.60	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/14/2010	\$185.60	0 UB Receipt Serv 29 INSTIT SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$2,805.45	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/14/2010	\$45.20	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/6/2010	\$1,803.69	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$60.40	0 UB Receipt Serv 15 1ST SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$6,320.72	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/27/2010	\$18,062.84	0 UB Receipt Serv 19 PRISON SEWER	G 602-14602 SEWER BILLIN
602	10/19/2010	\$8.91	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/19/2010	\$630.27	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/5/2010	\$18,062.84	0 UB Receipt Serv 19 PRISON SEWER	G 602-14602 SEWER BILLIN
602	10/26/2010	\$49.34	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$2.50	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$4.56	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/6/2010	\$48.50	0 UB Receipt Serv 20 SEWER ONLY	G 602-14602 SEWER BILLIN
602	10/12/2010	\$548.80	0 UB Receipt Serv 29 INSTIT SEWER	G 602-14602 SEWER BILLIN
602	10/11/2010	\$27.20	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/11/2010	\$2.50	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/11/2010	\$1,909.07	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/6/2010	\$1,213.15	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/6/2010	\$56.00	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$190.40	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/6/2010	\$481.93	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/26/2010	\$870.57	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/4/2010	\$2,452.88	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN

**CITY OF BAYPORT**  
**MONTHLY RECEIPTS**

Period Name: OCTOBER

FUND	Tran Date	Amount	Refer Comments	Account Descr
602	10/4/2010	\$6.22	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/4/2010	\$20.80	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/28/2010	\$328.71	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/18/2010	\$3,002.70	0 UB Receipt Serv 23 INDUSTRI SEW	G 602-14602 SEWER BILLIN
602	10/12/2010	\$1,118.40	0 UB Receipt Serv 24 SEWER COMMER	G 602-14602 SEWER BILLIN
602	10/25/2010	\$1,085.72	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/12/2010	\$60.40	0 UB Receipt Serv 15 1ST SEWER	G 602-14602 SEWER BILLIN
602	10/12/2010	\$156.49	0 UB Receipt Serv 14 SEWER METER	G 602-14602 SEWER BILLIN
602	10/12/2010	\$12.62	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/12/2010	\$3,119.71	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	10/25/2010	\$2.46	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/25/2010	\$165.94	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/25/2010	\$64.15	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	10/12/2010	\$311.38	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	10/28/2010	\$8.90	109 JURY DUTY REIMBURSEMENT	E 602-46200-101 WAGES AN
602	10/18/2010	\$750.00	1297 SEWER CONNECTION	R 602-46200-34651 SEWER H
602	10/18/2010	\$50.00	1297 SEWER CONNECTION INSPECTION	R 602-46200-34652 SEWER I
FUND 602 SEWER		\$89,769.78		
		\$382,779.00		

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 10/31/10

10 Month = 83.40

DEPT	DEPT Descr	2010 Budget	2010 YTD Amt	Balance	2010 % of Budget Remain
FUND 101 GENERAL					
00000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
41100	ELECTIONS	\$5,040.00	\$852.24	\$4,187.76	83.09%
41200	MAYOR & COUNCIL	\$133,020.00	\$130,308.97	\$2,711.03	2.04%
41240	RECYCLING	\$5,393.87	\$4,100.12	\$1,293.75	23.99%
41400	ADMINISTRATION	\$131,538.15	\$92,885.68	\$38,652.47	29.38%
41903	DEBT SERVICE	\$0.00	\$0.00	\$0.00	0.00%
41910	PLANNING & ZONING	\$194,914.99	\$153,916.00	\$40,998.99	21.03%
41940	MUNICIPAL BUILDINGS	\$32,068.00	\$24,457.42	\$7,610.58	23.73%
42100	POLICE	\$647,138.50	\$500,365.62	\$146,772.88	22.68%
42200	FIRE PROTECTION	\$357,917.00	\$269,255.59	\$88,661.41	24.77%
43100	STREET MAINT	\$231,888.50	\$165,011.98	\$66,876.52	28.84%
43160	STREET LIGHTING	\$21,821.00	\$28,876.90	-\$7,055.90	-32.34%
43200	PARKS	\$63,782.91	\$54,281.89	\$9,501.02	14.90%
43300	CEMETERY	\$7,527.00	\$4,625.22	\$2,901.78	38.55%
44100	PROJECT	\$22,089.20	\$0.00	\$22,089.20	100.00%
FUND 101 GENERAL		\$1,854,139.12	\$1,428,937.63	\$425,201.49	22.93%
FUND 208 PRISON SEWER PROJECT					
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
FUND 209 DEVELOPER REIMBURSED PROJECTS					
41911	BAYTOWN DEVELOPMENTS	\$0.00	\$0.00	\$0.00	0.00%
41912	INSPIRATION	\$0.00	\$175.00	-\$175.00	0.00%
41913	EMERALD FALLS	\$0.00	\$0.00	\$0.00	0.00%
FUND 209 DEVELOPER REIMBURSED PR		\$0.00	\$175.00	-\$175.00	0.00%
FUND 210 K-9 UNIT					
42103	K - 9 UNIT	\$0.00	\$265.39	-\$265.39	0.00%
FUND 210 K-9 UNIT		\$0.00	\$265.39	-\$265.39	0.00%
FUND 211 LIBRARY					
45500	LIBRARY	\$255,796.00	\$190,252.87	\$65,543.13	25.62%
FUND 211 LIBRARY		\$255,796.00	\$190,252.87	\$65,543.13	25.62%
FUND 412 CEMETERY CAPITAL IMPROV					
41600	CAPITAL OUTLAY	\$0.00	\$15,123.00	-\$15,123.00	0.00%
43300	CEMETERY	\$0.00	\$682.93	-\$682.93	0.00%
FUND 412 CEMETERY CAPITAL IMPROV		\$0.00	\$15,805.93	-\$15,805.93	0.00%
FUND 413 POLICE EQUIPMENT FUND					
41900	CAPITAL IMPROVEMENTS	\$0.00	\$1,443.11	-\$1,443.11	0.00%
42100	POLICE	\$0.00	\$0.00	\$0.00	0.00%
FUND 413 POLICE EQUIPMENT FUND		\$0.00	\$1,443.11	-\$1,443.11	0.00%
FUND 414 OFFICE AUTOMATION					
00000	GENERAL GOVERNMENT	\$0.00	\$2,074.66	-\$2,074.66	0.00%
41400	ADMINISTRATION	\$0.00	\$0.00	\$0.00	0.00%
41910	PLANNING & ZONING	\$0.00	\$0.00	\$0.00	0.00%
42100	POLICE	\$0.00	\$0.00	\$0.00	0.00%
43100	STREET MAINT	\$0.00	\$0.00	\$0.00	0.00%
43200	PARKS	\$0.00	\$0.00	\$0.00	0.00%
46120	WATER	\$0.00	\$0.00	\$0.00	0.00%
46200	SEWER - OPERATING	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 OFFICE AUTOMATION		\$0.00	\$2,074.66	-\$2,074.66	0.00%

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 10/31/10

10 Month = 83.40

DEPT	DEPT Descr	2010 Budget	2010 YTD Amt	Balance	2010 % of Budget Remain
FUND 415 MUNICIPAL BLDGS MAINT					
41600	CAPITAL OUTLAY	\$0.00	\$62,135.00	-\$62,135.00	0.00%
41900	CAPITAL IMPROVEMENTS	\$0.00	-\$4,011.00	\$4,011.00	0.00%
<hr/>					
FUND 415 MUNICIPAL BLDGS MAINT		\$0.00	\$58,124.00	-\$58,124.00	0.00%
FUND 416 PERRO CREEK OUTLET					
80018	MSCWM PERRO CREEK OUTL	\$0.00	\$0.00	\$0.00	0.00%
<hr/>					
FUND 416 PERRO CREEK OUTLET		\$0.00	\$0.00	\$0.00	0.00%
FUND 601 WATER					
46110	WATER-PUMPHOUSE	\$45,200.00	\$27,016.33	\$18,183.67	40.23%
46120	WATER	\$395,860.00	\$182,588.51	\$213,271.49	53.88%
<hr/>					
FUND 601 WATER		\$441,060.00	\$209,604.84	\$231,455.16	52.48%
FUND 602 SEWER					
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
46200	SEWER - OPERATING	\$340,025.00	\$179,485.70	\$160,539.30	47.21%
46990	SEWER - NON-OPERATING	\$315,072.00	\$258,040.53	\$57,031.47	18.10%
<hr/>					
FUND 602 SEWER		\$655,097.00	\$437,526.23	\$217,570.77	33.21%
FUND 800 INVESTMENTS-POOLED					
00000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
47000	INTEREST EXP	\$0.00	\$0.00	\$0.00	0.00%
<hr/>					
FUND 800 INVESTMENTS-POOLED		\$0.00	\$0.00	\$0.00	0.00%
FUND 803 P & Z ESCROWS					
41910	PLANNING & ZONING	\$0.00	\$0.00	\$0.00	0.00%
41912	INSPIRATION	\$0.00	\$0.00	\$0.00	0.00%
80001	ANDERSEN ESCROW	\$0.00	\$0.00	\$0.00	0.00%
80003	BAYTOWN ANNEXATION	\$0.00	\$0.00	\$0.00	0.00%
80006	OSTERTAG VARIANCE	\$0.00	\$0.00	\$0.00	0.00%
80008	CHARLES LUTZ STREET VACA	\$0.00	\$0.00	\$0.00	0.00%
80010	JERRY PETERSON ESCROW	\$0.00	\$0.00	\$0.00	0.00%
80011	CAPTAINS CORNER	\$0.00	\$0.00	\$0.00	0.00%
80012	FRIENDS OF ST. CROIX PREP	\$0.00	\$0.00	\$0.00	0.00%
80013	BAYPORT MARINA	\$0.00	\$0.00	\$0.00	0.00%
80014	GROUP 41 (MIKE SCHALON	\$0.00	\$0.00	\$0.00	0.00%
80015	GARY SWAGER	\$0.00	\$0.00	\$0.00	0.00%
80016	Pete Miller - Feasi Study	\$0.00	\$0.00	\$0.00	0.00%
80017	AMERICAN LEGION POST 491	\$0.00	\$0.00	\$0.00	0.00%
80018	MSCWM PERRO CREEK OUTL	\$0.00	\$11,607.02	-\$11,607.02	0.00%
80019	JG HAUSE CONSTRUCTION	\$0.00	\$4,372.39	-\$4,372.39	0.00%
80020	HYNNEK CUP APPLICATION	\$0.00	\$0.00	\$0.00	0.00%
80021	GORDON TELLINGHUISEN	\$0.00	\$0.00	\$0.00	0.00%
80022	DUANCE JOHNSON	\$0.00	\$0.00	\$0.00	0.00%
80023	MI-TECH SERVICES, INC.	\$0.00	\$0.00	\$0.00	0.00%
80024	RICK PARENT	\$0.00	\$0.00	\$0.00	0.00%
80025	JUDY SEEBERGER	\$0.00	\$168.00	-\$168.00	0.00%
80026	MIDWEST PARA TRANSIT	\$0.00	\$1,707.24	-\$1,707.24	0.00%
80027	CEMETARY - ST. MIKE'S/ST. C	\$0.00	\$1,749.66	-\$1,749.66	0.00%
80028	ASPHALT SPEC - 111 CENTRA	\$0.00	\$46.00	-\$46.00	0.00%
80029	BRIAN ZELLER	\$0.00	\$294.00	-\$294.00	0.00%
<hr/>					
FUND 803 P & Z ESCROWS		\$0.00	\$19,944.31	-\$19,944.31	0.00%
FUND 999 ACCRUED INT PAYABLE					
41000	DEPRECIATION EXP - GEN GO	\$0.00	\$0.00	\$0.00	0.00%
42000	PUBLIC SAFE CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	0.00%
43000	DEPRECIATION EXP - PUBLIC	\$0.00	\$0.00	\$0.00	0.00%

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 10/31/10

10 Month = 83.40

DEPT	DEPT Descr	2010 Budget	2010 YTD Amt	Balance	2010 % of Budget Remain
43100	STREET MAINT	\$0.00	\$0.00	\$0.00	0.00%
43200	PARKS	\$0.00	\$0.00	\$0.00	0.00%
44000	DEPRECIATION EXP - LIBRARY	\$0.00	\$0.00	\$0.00	0.00%
45000	DEPRECIATION EXP - PARKS	\$0.00	\$0.00	\$0.00	0.00%
47000	INTEREST EXP	\$0.00	\$0.00	\$0.00	0.00%
FUND 999 ACCRUED INT PAYABLE		\$0.00	\$0.00	\$0.00	0.00%
		\$3,206,092.12	\$2,364,153.97	\$841,938.15	26.26%

CITY OF BAYPORT

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MONTHLY EXPENSES

Period Name: OCTOBER

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
<b>FUND 101 GENERAL</b>							
<b>DEPT 41100 ELECTIONS</b>							
STILLWATER GAZETTE	101	10/26/2010	\$128.07 E	41100	350 ELECTION BALLOT	PRINTING & PUBL	
STILLWATER GAZETTE	101	10/26/2010	\$13.31 E	41100	350 ACCURACY VOTING DEM	PRINTING & PUBL	
<b>DEPT 41100 ELECTIONS</b>			<b>\$141.38</b>				
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>							
	101	10/20/2010	\$1,312.85 E	41200	101 Labor Distribution	WAGES AND SAL	
	101	10/20/2010	\$81.40 E	41200	122 Labor Distribution	CONT TO RET., S	
	101	10/20/2010	\$19.03 E	41200	170 Labor Distribution	MEDICARE	
NEOPOST	101	11/1/2010	\$6.69 E	41200	201 INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
ST PAUL STAMP WORKS, IN	101	11/4/2010	\$3.06 E	41200	201 20111 PET LICENSE	OFFICE SUPPLIE	
SCHWAAB, INC.	101	10/26/2010	\$20.73 E	41200	201 OPERATING SUPPLIES	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$0.55 E	41200	201 OFFICE SUPPLIES	OFFICE SUPPLIE	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$70.00 E	41200	300 REVIEW ELECTRIC FLAT	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$35.00 E	41200	300 CORRESPOND WITH CIT	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$70.00 E	41200	300 REVIEW LETTER TO XCE	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$70.00 E	41200	300 REVIEW AND REDLINE A	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$42.00 E	41200	300 REVIEW RIDE ALONG RE	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$56.00 E	41200	300 REVIEW PD ADMINISTRA	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$140.00 E	41200	300 ATTEND CC MTG	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$210.00 E	41200	300 PREPARE FOR CC MTG	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/5/2010	-\$475.00 E	41200	300 PROSECUTION FOR SEP	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/26/2010	\$42.00 E	41200	300 REVIEW EXISTING FRAN	PROF SER-LEGAL	
S E H	101	10/26/2010	\$71.00 E	41200	301 CC MTG	PROF SER-ENGIN	
S E H	101	10/26/2010	\$408.78 E	41200	301 STAFF MTG	PROF SER-ENGIN	
MARK NAGEL	101	10/4/2010	\$315.00 E	41200	302 SERVICES RIVERFRONT	CONTRACT SERV	032500
COMPLETE HEALTH ENVIRO	101	11/4/2010	\$372.08 E	41200	306 MAINTENANCE PLAN - O	PROF SER-OTHE	
COMPLETE HEALTH ENVIRO	101	10/26/2010	\$372.08 E	41200	306 MAINTENANCE PLAN - SE	PROF SER-OTHE	
WASHINGTON COUNTY REC	101	10/26/2010	\$46.00 E	41200	350 ICE ROAD DOC 3806471 V	PRINTING & PUBL	
WASHINGTON COUNTY REC	101	10/26/2010	\$46.00 E	41200	350 ICE ROAD DOC 3806474 E	PRINTING & PUBL	
STILLWATER GAZETTE	101	10/26/2010	\$30.43 E	41200	350 ORDINANCE NO 822	PRINTING & PUBL	
U S BANK VISA	101	11/4/2010	\$6.00 E	41200	402 ADM CREDIT CARD	CONFERENCES &	
MC MANUS, ROBERT	101	10/13/2010	\$15.00 E	41200	402 REIMBURSEMENT PUTTI	CONFERENCES &	032515
LEAGUE OF MINNESOTA CIT	101	11/4/2010	\$40.00 E	41200	402 2010 REGIONAL MTG 11/1	CONFERENCES &	
US INTERNET	101	10/26/2010	\$50.60 E	41200	416 MTHLY SECURENCE 10/1	REPAIR/MAINT O	
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>			<b>\$3,477.28</b>				
<b>DEPT 41240 RECYCLING</b>							
	101	10/11/2010	\$94.39 E	41240	101 Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$94.39 E	41240	101 Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$6.60 E	41240	121 Labor Distribution	P E R A	
	101	10/11/2010	\$6.60 E	41240	121 Labor Distribution	P E R A	
	101	10/25/2010	\$5.81 E	41240	122 Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$5.81 E	41240	122 Labor Distribution	CONT TO RET., S	
	101	10/25/2010	\$4.96 E	41240	126 Labor Distribution	H S A	
	101	10/11/2010	\$4.96 E	41240	126 Labor Distribution	H S A	
	101	10/25/2010	\$4.16 E	41240	131 Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$6.67 E	41240	131 Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$1.36 E	41240	170 Labor Distribution	MEDICARE	
	101	10/25/2010	\$1.36 E	41240	170 Labor Distribution	MEDICARE	
	101	10/21/2010	-\$38.31 E	41240	302 GENERAL CONTRACT SE	CONTRACT SERV	
YAMINAH OLIVER	101	10/28/2010	\$6.00 E	41240	302 SERVICES	CONTRACT SERV	032536
	101	10/21/2010	\$38.31 E	41240	306 GENERAL CONTRACT SE	PROF SER-OTHE	
DEBBIE FLORES	101	10/4/2010	\$30.00 E	41240	370 RECYCLING RECIPIENT P	RECYCLING INCE	
KATHLEEN CASSIDY	101	11/1/2010	\$30.00 E	41240	370 RECYCLING RECIPIENT	RECYCLING INCE	
<b>DEPT 41240 RECYCLING</b>			<b>\$303.07</b>				
<b>DEPT 41400 ADMINISTRATION</b>							
	101	10/25/2010	\$3,070.54 E	41400	101 Labor Distribution	WAGES AND SAL	

**CITY OF BAYPORT**  
**MONTHLY EXPENSES**

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Period Name: OCTOBER

Search Name	FUN	Tran Date	A Amount ct	DEPT	OBJ	Comments	OBJ Descr	Check Nbr
	101	10/11/2010	\$3,137.24 E	41400	101	Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$214.95 E	41400	121	Labor Distribution	P E R A	
	101	10/11/2010	\$219.62 E	41400	121	Labor Distribution	P E R A	
	101	10/25/2010	\$188.40 E	41400	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$192.53 E	41400	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$195.15 E	41400	126	Labor Distribution	H S A	
	101	10/25/2010	\$195.15 E	41400	126	Labor Distribution	H S A	
	101	10/11/2010	\$482.91 E	41400	131	Labor Distribution	CONT TO EMPLO	
	101	10/25/2010	\$408.87 E	41400	131	Labor Distribution	CONT TO EMPLO	
WELLS FARGO HBS	101	11/1/2010	\$106.25 E	41400	131	3RD QTR. ADMINISTRATI	CONT TO EMPLO	
	101	10/25/2010	\$44.06 E	41400	170	Labor Distribution	MEDICARE	
	101	10/11/2010	\$45.02 E	41400	170	Labor Distribution	MEDICARE	
QUILL	101	11/3/2010	\$6.46 E	41400	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$5.84 E	41400	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
ST PAUL STAMP WORKS, IN	101	11/4/2010	\$18.38 E	41400	201	20111 PET LICENSE	OFFICE SUPPLIE	
NEOPOST	101	11/1/2010	\$40.15 E	41400	201		OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$3.33 E	41400	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$35.88 E	41400	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$10.07 E	41400	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
YAMINAH OLIVER	101	10/28/2010	\$56.00 E	41400	302	SERVICES	CONTRACT SERV	032536
POSTMASTER	101	10/13/2010	\$109.16 E	41400	322	2ND NEW LETTER	POSTAGE	032516
TR COMPUTER SALES LLC	101	11/4/2010	\$28.85 E	41400	416		REPAIR/MAINT O	
MAILFINANCE	101	10/4/2010	\$71.24 E	41400	416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
<b>DEPT 41400 ADMINISTRATION</b>			<b>\$8,886.05</b>					
<b>DEPT 41910 PLANNING &amp; ZONING</b>								
	101	10/11/2010	\$5,086.49 E	41910	101	Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$4,975.33 E	41910	101	Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$348.30 E	41910	121	Labor Distribution	P E R A	
	101	10/11/2010	\$356.08 E	41910	121	Labor Distribution	P E R A	
	101	10/11/2010	\$312.02 E	41910	122	Labor Distribution	CONT TO RET., S	
	101	10/25/2010	\$305.13 E	41910	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$330.77 E	41910	126	Labor Distribution	H S A	
	101	10/25/2010	\$330.77 E	41910	126	Labor Distribution	H S A	
	101	10/25/2010	\$688.38 E	41910	131	Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$803.94 E	41910	131	Labor Distribution	CONT TO EMPLO	
	101	10/25/2010	\$71.37 E	41910	170	Labor Distribution	MEDICARE	
	101	10/11/2010	\$72.98 E	41910	170	Labor Distribution	MEDICARE	
ST PAUL STAMP WORKS, IN	101	11/4/2010	\$15.32 E	41910	201	20111 PET LICENSE	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$2.78 E	41910	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
NEOPOST	101	11/1/2010	\$33.46 E	41910	201	INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
HOLIDAY FLEET	101	10/6/2010	\$98.57 E	41910	212	FUEL - VEHICLES	MOTOR FUELS &	032508
S E H	101	10/26/2010	\$157.51 E	41910	301	CERTIFICATE OF SURVE	PROF SER-ENGIN	
YAMINAH OLIVER	101	10/28/2010	\$50.00 E	41910	306	SERVICES	PROF SER-OTHE	032536
POSTMASTER	101	10/13/2010	\$90.97 E	41910	322	2ND NEW LETTER	POSTAGE	032516
CARQUEST AUTO PARTS	101	10/4/2010	\$7.77 E	41910	412	CLEAR ENAMEL - BLG DE	REP & MAINT VE	032498
MAILFINANCE	101	10/4/2010	\$59.37 E	41910	416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
TR COMPUTER SALES LLC	101	11/4/2010	\$24.04 E	41910	416	CLEANING TAPE	REPAIR/MAINT O	
MNAPA	101	10/26/2010	\$50.00 E	41910	433	2010 MEMBERSHIP - SAR	DUES & MEMBER	
<b>DEPT 41910 PLANNING &amp; ZONING</b>			<b>\$14,271.35</b>					
<b>DEPT 41940 MUNICIPAL BUILDINGS</b>								
SERVICEMASTER	101	10/26/2010	\$300.00 E	41940	302	CLEANING SERV FOR OC	CONTRACT SERV	
SCHMIDT MECHANICAL	101	11/1/2010	\$771.73 E	41940	302	MOLD PROBLEM ROOF T	CONTRACT SERV	
COMCAST	101	10/26/2010	\$34.95 E	41940	321	CITY HALL HIGH SPEED I	COMMUNICATION	
OFFICE OF ENT TECHNOLO	101	10/20/2010	\$419.36 E	41940	321	PHONES	COMMUNICATION	
XCEL	101	11/1/2010	\$605.90 E	41940	380	GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	101	10/4/2010	\$602.14 E	41940	380	GAS & HEAT	ELECTRIC SERVI	032506
XCEL	101	10/4/2010	\$69.75 E	41940	381	GAS & HEAT	FUEL FOR HEAT	032506
XCEL	101	11/1/2010	\$78.42 E	41940	381	GAS & ELECTRIC SERVIC	FUEL FOR HEAT	

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NARDINI FIRE EQUIPMENT C	101	10/25/2010	\$1,318.26	E	41940	420	FIRE INSPECTIONS	R & M BLDGS, ST	032524
MINNESOTA ELEVATOR	101	10/26/2010	\$150.04	E	41940	420	SERVICE MAINT.	R & M BLDGS, ST	
DEPT 41940 MUNICIPAL BUILDINGS			\$4,350.55						
DEPT 42100 POLICE									
	101	10/11/2010	\$804.83	E	42100	050	Labor Distribution	SEASONAL/PART	
	101	10/25/2010	\$1,317.79	E	42100	050	Labor Distribution	SEASONAL/PART	
	101	10/25/2010	\$12,349.16	E	42100	101	Labor Distribution	WAGES AND SAL	
	101	10/11/2010	\$12,364.66	E	42100	101	Labor Distribution	WAGES AND SAL	
	101	10/11/2010	\$1,082.82	E	42100	102	Labor Distribution	OVERTIME	
	101	10/11/2010	\$320.36	E	42100	103	Labor Distribution	SPECIAL DUTIES	
	101	10/25/2010	\$870.63	E	42100	103	Labor Distribution	SPECIAL DUTIES	
	101	10/25/2010	\$1,962.67	E	42100	121	Labor Distribution	P E R A	
	101	10/11/2010	\$1,914.65	E	42100	121	Labor Distribution	P E R A	
	101	10/25/2010	\$42.73	E	42100	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$66.01	E	42100	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$587.10	E	42100	126	Labor Distribution	H S A	
	101	10/25/2010	\$587.10	E	42100	126	Labor Distribution	H S A	
	101	10/25/2010	\$1,476.36	E	42100	131	Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$1,742.99	E	42100	131	Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$209.90	E	42100	170	Labor Distribution	MEDICARE	
	101	10/25/2010	\$209.40	E	42100	170	Labor Distribution	MEDICARE	
ST PAUL STAMP WORKS, IN	101	11/4/2010	\$15.32	E	42100	201	20111 PET LICENSE	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$22.61	E	42100	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
QUILL	101	11/3/2010	\$2.78	E	42100	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
NEOPOST	101	11/1/2010	\$33.46	E	42100	201	INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
KEITH FRANK	101	10/28/2010	\$148.12	E	42100	202	MISC. UNIFORMS REIMBU	UNIFORMS - MISC	032537
UNIFORMS UNLIMITED	101	10/14/2010	\$155.50	E	42100	210	SUPPLIES - ZACH LUND	UNIFORMS - LUN	
UNIFORMS UNLIMITED	101	10/4/2010	\$145.00	E	42100	211	OPERATING MATERIAL -	UNIFORMS -WYNI	
CASPERSON MOTORS	101	10/28/2010	\$32.68	E	42100	212	OIL & FILTER - 2901 POLI	MOTOR FUELS &	
CASPERSON MOTORS	101	10/28/2010	\$47.68	E	42100	212	OIL & FILTER 2902 - POLI	MOTOR FUELS &	
CASPERSON MOTORS	101	10/28/2010	\$32.68	E	42100	212	OIL & FILTER 2902/POLIC	MOTOR FUELS &	
CASPERSON MOTORS	101	10/28/2010	\$32.68	E	42100	212	OIL & FILTER - POLICE D	MOTOR FUELS &	
CASPERSON MOTORS	101	10/28/2010	\$32.68	E	42100	212	OIL & FILTER K9/POLICE	MOTOR FUELS &	
WASHINGTON COUNTY SHE	101	10/13/2010	\$1,077.11	E	42100	212	SEPT 2010 449.9 GALS FU	MOTOR FUELS &	
CASPERSON MOTORS	101	10/28/2010	\$32.68	E	42100	212	2901 OIL & FILTER POLIC	MOTOR FUELS &	
U S BANK VISA	101	11/2/2010	\$26.51	E	42100	220	WALGREENS	OPERATING SUP	032538
U S BANK VISA	101	11/2/2010	\$3.74	E	42100	220	TARGET	OPERATING SUP	032538
U S BANK VISA	101	11/2/2010	\$19.89	E	42100	220	HOLIDAY STORES	OPERATING SUP	032538
ECKBERG, LAMMERS, BRIG	101	10/5/2010	\$2,249.73	E	42100	300	PROSECUTION FOR SEP	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	101	10/5/2010	\$5.38	E	42100	300	PROSECUTION FOR SEP	PROF SER-LEGAL	
VERIZON WIRELESS	101	10/14/2010	\$169.56	E	42100	321	PHONE - POLICE DEPT.	COMMUNICATION	032518
VERIZON WIRELESS	101	10/13/2010	\$78.06	E	42100	321	PHONE - AIRCARDS PD	COMMUNICATION	032517
POSTMASTER	101	10/13/2010	\$90.97	E	42100	322	2ND NEW LETTER	POSTAGE	032516
WALZ-LUND ENTERPRISES	101	10/21/2010	\$75.00	E	42100	403	PERMIT TO CARRY LAW -	POLICE TRAININ	
STREICHERS	101	10/4/2010	\$1,181.82	E	42100	403	AMMO - POLICE DEPT.	POLICE TRAININ	032503
CASPERSON MOTORS	101	10/28/2010	\$221.15	E	42100	412	REPLACE FT PADS - 2901	REP & MAINT VE	
CASPERSON MOTORS	101	10/28/2010	\$240.28	E	42100	412	REPLACE REAR BRAKES	REP & MAINT VE	
CASPERSON MOTORS	101	10/28/2010	\$40.00	E	42100	412	REPAIR TIRE SERVICE - I	REP & MAINT VE	
CENTURY AVENUE COLLISI	101	10/25/2010	\$100.00	E	42100	412	2009 DODGE CHARGER	REP & MAINT VE	
U S BANK VISA	101	11/2/2010	\$588.66	E	42100	412	DISCOUNT - TIRE 2901	REP & MAINT VE	032538
MAILFINANCE	101	10/4/2010	\$59.37	E	42100	416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
TR COMPUTER SALES LLC	101	11/4/2010	\$120.00	E	42100	416		REPAIR/MAINT O	
TR COMPUTER SALES LLC	101	11/4/2010	\$24.04	E	42100	416	CLEANING TAPE	REPAIR/MAINT O	
HUMANE SOCIETY	101	10/28/2010	\$158.95	E	42100	427	ADMINISTRATIVE FEE - P	ANIMAL EXPENSE	
EASTMAN, LAURA	101	10/26/2010	\$4.39	E	42100	444	HALLOWEEN CUPS	COMMUNITY PRO	032528
DEPT 42100 POLICE			\$45,177.64						
DEPT 42200 FIRE PROTECTION									
	101	10/20/2010	\$583.33	E	42200	101	Labor Distribution	WAGES AND SAL	

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	101	12/19/2010	\$600.00 E	42200	101	Labor Distribution	WAGES AND SAL	
	101	12/19/2010	\$18,715.00 E	42200	105	Labor Distribution	FIRE RUNS,DRILL	
	101	10/20/2010	\$32.03 E	42200	122	Labor Distribution	CONT TO RET., S	
	101	12/19/2010	\$1,163.85 E	42200	122	Labor Distribution	CONT TO RET., S	
	101	12/19/2010	\$272.20 E	42200	170	Labor Distribution	MEDICARE	
	101	10/20/2010	\$7.50 E	42200	170	Labor Distribution	MEDICARE	
U S BANK VISA	101	10/4/2010	\$10.69 E	42200	201	OFFICE MAX	OFFICE SUPPLIE	032504
U S BANK VISA	101	10/4/2010	\$112.43 E	42200	201	BATTERIESPLUS	OFFICE SUPPLIE	032504
MUNICIPAL EMERGENCY SE	101	10/14/2010	\$132.80 E	42200	202	OPERATING SUPPLIES -	UNIFORMS - MISC	
W.S.DARLEY & CO	101	10/25/2010	\$185.52 E	42200	202	OPERATING SUPPLIES -	UNIFORMS - MISC	
HOLIDAY FLEET	101	10/6/2010	\$2.99 E	42200	212	FUEL - VEHICLES	MOTOR FUELS &	032508
HOLIDAY FLEET	101	10/6/2010	\$476.37 E	42200	212	FUEL - VEHICLES	MOTOR FUELS &	032508
POSITIVE PROMOTIONS, IN	101	10/14/2010	\$417.40 E	42200	217	PROMOTIONS SUPPLIES	MATERIALS & PR	
NFPA	101	10/25/2010	\$133.15 E	42200	217	OPERATING SUPPLIES -	MATERIALS & PR	
TRAFFIC CONTROL CORP	101	10/25/2010	\$133.59 E	42200	220	4M REPAIR - FIRE DEPT.	OPERATING SUP	
STILLWATER MEDICAL GRO	101	10/4/2010	\$142.00 E	42200	306	FIRE DEPT.	PROF SER-OTHE	032502
STILLWATER MEDICAL GRO	101	10/4/2010	\$474.75 E	42200	306	FIRE DEPT.	PROF SER-OTHE	032502
STILLWATER TOWING INC	101	10/12/2010	\$267.19 E	42200	306	FIRE DEPT.	PROF SER-OTHE	032514
NEXTEL COMMUNICATIONS	101	10/25/2010	\$166.69 E	42200	321	PHONES - FIRE DEPT.	COMMUNICATION	032523
ANCOM COMMUNICATIONS I	101	10/12/2010	\$13.36 E	42200	323	EQUIP. MAINT. FIRE DEP	RADIOS-REPAIR	032496
XCEL	101	10/4/2010	\$374.99 E	42200	380	GAS & HEAT	ELECTRIC SERVI	032506
XCEL	101	11/1/2010	\$278.08 E	42200	380	GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	101	11/1/2010	\$35.04 E	42200	381	GAS & ELECTRIC SERVIC	FUEL FOR HEAT	
XCEL	101	10/4/2010	\$35.31 E	42200	381	GAS & HEAT	FUEL FOR HEAT	032506
WASHINGTON COUNTY PUB	101	10/4/2010	\$3,400.68 E	42200	391	3RD QTR JUL-SEPT FIRE	SHARED AUTOMA	032505
DISCOUNT TIRE CO	101	10/12/2010	\$885.01 E	42200	412	MNM 14 - OAK PARK HEIG	REP & MAINT VE	032512
CARQUEST AUTO PARTS	101	10/18/2010	\$5.27 E	42200	419	VEHICLE MAINT. - FIRE D	REPAIR & MAINT	032520
BAYPORT FIRE RELIEF ASS	101	10/5/2010	\$1,000.00 E	42200	810	REVENUE GOVT AID	REFUNDS AND R	032507
BAYPORT FIRE RELIEF ASS	101	10/5/2010	\$62,538.00 E	42200	810	REVENUE GOVT AID	REFUNDS AND R	032507
DEPT 42200 FIRE PROTECTION			\$92,595.22					
DEPT 43100 STREET MAINT								
	101	10/11/2010	\$356.25 E	43100	050	Labor Distribution	SEASONAL/PART	
	101	10/25/2010	\$637.50 E	43100	050	Labor Distribution	SEASONAL/PART	
	101	10/11/2010	\$1,880.00 E	43100	101	Labor Distribution	WAGES AND SAL	
	101	10/25/2010	\$1,880.00 E	43100	101	Labor Distribution	WAGES AND SAL	
	101	10/11/2010	\$131.60 E	43100	121	Labor Distribution	P E R A	
	101	10/25/2010	\$131.60 E	43100	121	Labor Distribution	P E R A	
	101	10/11/2010	\$137.40 E	43100	122	Labor Distribution	CONT TO RET., S	
	101	10/25/2010	\$154.84 E	43100	122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$124.04 E	43100	126	Labor Distribution	H S A	
	101	10/25/2010	\$123.83 E	43100	126	Labor Distribution	H S A	
	101	10/25/2010	\$303.82 E	43100	131	Labor Distribution	CONT TO EMPLO	
	101	10/11/2010	\$346.01 E	43100	131	Labor Distribution	CONT TO EMPLO	
	101	10/25/2010	\$36.21 E	43100	170	Labor Distribution	MEDICARE	
	101	10/11/2010	\$32.14 E	43100	170	Labor Distribution	MEDICARE	
QUILL	101	11/3/2010	\$0.55 E	43100	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
NEOPOST	101	11/1/2010	\$6.69 E	43100	201	INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
ST PAUL STAMP WORKS, IN	101	11/4/2010	\$3.06 E	43100	201	20111 PET LICENSE	OFFICE SUPPLIE	
HOLIDAY FLEET	101	10/6/2010	\$259.44 E	43100	212	FUEL - VEHICLES	MOTOR FUELS &	032508
MENARDS-STILLWATER	101	11/2/2010	\$146.64 E	43100	240	WHEEL BARROW	SMALL TOOLS-E	
POSTMASTER	101	10/13/2010	\$13.58 E	43100	322	2ND NEW LETTER	POSTAGE	032516
CARQUEST AUTO PARTS	101	11/2/2010	\$26.63 E	43100	412	RADIATOR HOSE	REP & MAINT VE	
CARQUEST AUTO PARTS	101	11/2/2010	\$0.96 E	43100	412	HOSE CLAMPS	REP & MAINT VE	
MAILFINANCE	101	10/4/2010	\$11.87 E	43100	416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
TR COMPUTER SALES LLC	101	11/4/2010	\$4.80 E	43100	416	CLEANING TAPE	REPAIR/MAINT O	
FASTENAL	101	10/26/2010	\$81.52 E	43100	421	SIGN HARDWARE	REPAIR & MAINT	
MENARDS-STILLWATER	101	11/2/2010	\$14.40 E	43100	421	CRACK FILLER	REPAIR & MAINT	
T. A. SCHIFSKY & SONS INC	101	11/2/2010	\$789.38 E	43100	421	BITUMINOUS ASPHALT H	REPAIR & MAINT	
ASPHALT SPECIALTIES	101	10/26/2010	\$3,750.00 E	43100	421	BITUMINOUS CURBING	REPAIR & MAINT	
ECONO SIGNS	101	10/26/2010	\$396.16 E	43100	421	TRAFFIC SIGNS	REPAIR & MAINT	

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T. A. SCHIFSKY & SONS INC	101	10/26/2010	\$254.16	E	43100 421	BITUMINOUS HOTMIX	REPAIR & MAINT	
EARL F ANDERSEN, INC	101	10/26/2010	\$443.00	E	43100 421	SIGN POSTS	REPAIR & MAINT	
U S BANK VISA	101	11/2/2010	\$62.30	E	43100 421	ACE HAREWARE	REPAIR & MAINT	032539
BRYAN ROCK PRODUCTS IN	101	10/25/2010	\$123.55	E	43100 421	LIME ROCK GRAVEL	REPAIR & MAINT	
U S BANK VISA	101	11/2/2010	\$859.15	E	43100 423	CEMSTONE PRODUCTS	SIDEWALKS, CUR	032539
JEFF ZELL CONSTRUCTION	101	10/26/2010	\$862.48	E	43100 423	SIDEWALK & CURB REPA	SIDEWALKS, CUR	
U S BANK VISA	101	11/2/2010	-\$19.82	E	43100 423	CEMSTONE PRODUCTS	SIDEWALKS, CUR	032539
DEPT 43100 STREET MAINT			\$14,365.74					
DEPT 43160 STREET LIGHTING								
XCEL	101	11/1/2010	\$2,155.66	E	43160 380	GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	101	10/4/2010	\$2,130.02	E	43160 380	GAS & HEAT	ELECTRIC SERVI	032506
DEPT 43160 STREET LIGHTING			\$4,285.68					
DEPT 43200 PARKS								
	101	10/25/2010	\$352.00	E	43200 050	Labor Distribution	SEASONAL/PART	
	101	10/11/2010	\$880.00	E	43200 050	Labor Distribution	SEASONAL/PART	
	101	10/25/2010	\$21.82	E	43200 122	Labor Distribution	CONT TO RET., S	
	101	10/11/2010	\$54.56	E	43200 122	Labor Distribution	CONT TO RET., S	
	101	10/25/2010	\$5.10	E	43200 170	Labor Distribution	MEDICARE	
	101	10/11/2010	\$12.76	E	43200 170	Labor Distribution	MEDICARE	
HOLIDAY FLEET	101	10/6/2010	\$90.93	E	43200 212	FUEL - VEHICLES	MOTOR FUELS &	032508
POSTMASTER	101	10/13/2010	\$13.58	E	43200 322	2ND NEW LETTER	POSTAGE	032516
MAILFINANCE	101	10/4/2010	\$11.87	E	43200 416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
TR COMPUTER SALES LLC	101	11/4/2010	\$4.80	E	43200 416	CLEANING TAPE	REPAIR/MAINT O	
JOHNSON, DUANE	101	10/25/2010	\$40.00	E	43200 420	SOD - LAKESIDE PARK	R & M BLDGS, ST	
DEPT 43200 PARKS			\$1,487.42					
DEPT 43300 CEMETERY								
HOLIDAY FLEET	101	10/6/2010	\$14.11	E	43300 212	FUEL - VEHICLES	MOTOR FUELS &	032508
LANDSCAPES BY MARK	101	10/25/2010	\$250.00	E	43300 310	GRAVE OPENING - GORD	GRAVE OPENING	
DEPT 43300 CEMETERY			\$264.11					
FUND 101 GENERAL			\$189,605.49					
FUND 102 STREET RECONSTRUCTION								
DEPT 41605 INFLOW/INFILTRATION								
S E H	102	11/1/2010	\$4,753.66	E	41605 301	I/I IMPROVEMENTS	PROF SER-ENGIN	
STILLWATER GAZETTE	102	11/1/2010	\$125.53	E	41605 350	BID I/I IMPROVEMENTS	PRINTING & PUBL	
FINANCE AND COMMERCE	102	11/1/2010	\$202.66	E	41605 350	BIDS PUBLICATION I/I PR	PRINTING & PUBL	
DEPT 41605 INFLOW/INFILTRATION			\$5,081.85					
FUND 102 STREET RECONSTRUCTION			\$5,081.85					
FUND 200 FIRE EQUIPMENT REPLACEMENT FUN								
DEPT 41600 CAPITAL OUTLAY								
MUNICIPAL EMERGENCY SE	200	10/11/2010	\$17,560.63	E	41600 220	OPERATING MATERIAL	OPERATING SUP	
FUND 209 DEVELOPER REIMBURSED PROJECTS								
DEPT 41912 INSPIRATION								
ECKBERG, LAMMERS, BRIG	209	10/26/2010	\$105.00	E	41912 300	WATER EXTENSION TO B	PROF SER-LEGAL	

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Period Name: OCTOBER

Search Name	FUN	Tran Date	Amount	A ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
<b>FUND 211 LIBRARY</b>								
<b>DEPT 45500 LIBRARY</b>								
	211	10/11/2010	\$2,384.73	E	45500	050 Labor Distribution	SEASONAL/PART	
	211	10/25/2010	\$2,343.09	E	45500	050 Labor Distribution	SEASONAL/PART	
	211	10/11/2010	\$2,925.54	E	45500	101 Labor Distribution	WAGES AND SAL	
	211	10/25/2010	\$2,925.54	E	45500	101 Labor Distribution	WAGES AND SAL	
	211	10/25/2010	\$343.94	E	45500	121 Labor Distribution	P E R A	
	211	10/11/2010	\$340.59	E	45500	121 Labor Distribution	P E R A	
	211	10/11/2010	\$322.21	E	45500	122 Labor Distribution	CONT TO RET., S	
	211	10/25/2010	\$319.63	E	45500	122 Labor Distribution	CONT TO RET., S	
	211	10/11/2010	\$82.69	E	45500	126 Labor Distribution	H S A	
	211	10/25/2010	\$82.69	E	45500	126 Labor Distribution	H S A	
	211	10/11/2010	\$301.38	E	45500	131 Labor Distribution	CONT TO EMPLO	
	211	10/25/2010	\$235.22	E	45500	131 Labor Distribution	CONT TO EMPLO	
	211	10/11/2010	\$75.36	E	45500	170 Labor Distribution	MEDICARE	
	211	10/25/2010	\$74.75	E	45500	170 Labor Distribution	MEDICARE	
INNOVATIVE OFFICE SOLUTI	211	10/28/2010	\$4.22	E	45500	201 OFFICE & OPERATING SU	OFFICE SUPPLIE	
DEMCO	211	10/28/2010	\$38.69	E	45500	220 OPERATING SUPPLIES -	OPERATING SUP	
NARDINI FIRE EQUIPMENT C	211	10/25/2010	\$16.50	E	45500	240 FIRE INSPECTION	SMALL TOOLS-E	032525
SHARON SIPPEL	211	10/28/2010	\$1,125.00	E	45500	302 CLEANING SERVICES - LI	CONTRACT SERV	
OFFICE OF ENT TECHNOLO	211	10/28/2010	\$71.19	E	45500	321 PHONES - LIBRARY	COMMUNICATION	
WASHINGTON COUNTY LIBR	211	10/28/2010	\$138.25	E	45500	321 QWEST DATA LINE - OCT	COMMUNICATION	
COMCAST	211	10/28/2010	\$5.00	E	45500	321 HIGH SPEED INTERNET	COMMUNICATION	
XCEL	211	10/4/2010	\$1,013.84	E	45500	380 GAS & HEAT	ELECTRIC SERVI	032506
XCEL	211	11/1/2010	\$712.88	E	45500	380 GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	211	11/1/2010	\$29.31	E	45500	381 GAS & ELECTRIC SERVIC	FUEL FOR HEAT	
XCEL	211	10/4/2010	\$27.38	E	45500	381 GAS & HEAT	FUEL FOR HEAT	032506
WASHINGTON COUNTY LIBR	211	10/28/2010	\$38.95	E	45500	391 3RD QTR. 2010 POSTAGE	SHARED AUTOMA	
WASHINGTON COUNTY LIBR	211	10/28/2010	\$115.65	E	45500	391 SYMANTEC CORP. ANTIVI	SHARED AUTOMA	
TOSHIBA BUSINESS SOLUTI	211	10/28/2010	\$35.65	E	45500	416 BAND - LIBRARY	REPAIR/MAINT O	
MENARDS-STILLWATER	211	10/28/2010	\$68.20	E	45500	420 SUPPLIES - LIBRARY	R & M BLDGS, ST	
SVL SERVICE CORPORATIO	211	10/28/2010	\$379.00	E	45500	420 BLG. MAINT. - LIBRARY	R & M BLDGS, ST	
MINNESOTA ELEVATOR	211	10/28/2010	\$157.23	E	45500	420 SERVICE BILLING - LIBRA	R & M BLDGS, ST	
TRU GREEN CHEMLAWN	211	10/28/2010	\$47.25	E	45500	420 LATE FALL APPLICATION	R & M BLDGS, ST	
TRU GREEN CHEMLAWN	211	10/28/2010	\$47.25	E	45500	420 EARLY FALL APP - LIBRA	R & M BLDGS, ST	
LANDSCAPES BY MARK	211	11/1/2010	\$80.00	E	45500	420 WINTERIZED SPRINKLER	R & M BLDGS, ST	
INNOVATIVE OFFICE SOLUTI	211	10/28/2010	\$93.44	E	45500	420 OFFICE & OPERATING SU	R & M BLDGS, ST	
BRUETTE ROOFING	211	10/28/2010	\$304.64	E	45500	420 ROOF WORK DONE @ BA	R & M BLDGS, ST	
PLUNKETT'S PEST CONTRO	211	10/28/2010	\$99.30	E	45500	420 CRAWLING INSECTS & MI	R & M BLDGS, ST	
ECOWATER	211	10/28/2010	\$27.00	E	45500	420 MTHLY RENT COLD COOL	R & M BLDGS, ST	
DEPT 45500 LIBRARY			\$17,433.18					
FUND 211 LIBRARY			\$17,433.18					
<b>FUND 303 GO TIF BOND 1990 DEBT SERVICE</b>								
<b>DEPT 41903 DEBT SERVICE</b>								
U S BANK TRUST N.A.	303	10/18/2010	\$100,000.00	E	41903	850 GO - 2010 PRINCIPAL & IN	DEBT SERVICE -	
U S BANK TRUST N.A.	303	10/18/2010	\$19,107.50	E	41903	860 GO - 2010 PRINCIPAL & IN	DEBT SERVICE - I	
DEPT 41903 DEBT SERVICE			\$119,107.50					
FUND 303 GO TIF BOND 1990 DEBT SERVICE			\$119,107.50					
<b>FUND 415 MUNICIPAL BLDGS MAINT</b>								
<b>DEPT 41600 CAPITAL OUTLAY</b>								
ANDERSON HEATING	415	10/4/2010	\$5,603.00	E	41600	420 BRYANT ROOF TOP	R & M BLDGS, ST	032497

CITY OF BAYPORT

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MONTHLY EXPENSES

Period Name: OCTOBER

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
<b>FUND 601 WATER</b>							
<b>DEPT 46110 WATER-PUMPHOUSE</b>							
XCEL	601	10/4/2010	\$1,920.96 E	46110	380 GAS & HEAT	ELECTRIC SERVI	032506
XCEL	601	11/1/2010	\$1,604.70 E	46110	380 GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	601	10/4/2010	\$52.00 E	46110	381 GAS & HEAT	FUEL FOR HEAT	032506
XCEL	601	11/1/2010	\$55.81 E	46110	381 GAS & ELECTRIC SERVIC	FUEL FOR HEAT	
MENARDS-STILLWATER	601	10/25/2010	\$224.47 E	46110	419 PUMP HOUSE SUPPLIES	REPAIR & MAINT	
WASHINGTON COUNTY PUB	601	10/25/2010	\$540.00 E	46110	419 VSQG HAZARDOUS WAS	REPAIR & MAINT	
<b>DEPT 46110 WATER-PUMPHOUSE</b>			<b>\$4,397.94</b>				
<b>DEPT 46120 WATER</b>							
	601	10/11/2010	\$3,917.12 E	46120	101 Labor Distribution	WAGES AND SAL	
	601	10/25/2010	\$3,904.88 E	46120	101 Labor Distribution	WAGES AND SAL	
	601	10/11/2010	\$274.19 E	46120	121 Labor Distribution	P E R A	
	601	10/25/2010	\$273.34 E	46120	121 Labor Distribution	P E R A	
	601	10/25/2010	\$233.82 E	46120	122 Labor Distribution	CONT TO RET., S	
	601	10/11/2010	\$234.59 E	46120	122 Labor Distribution	CONT TO RET., S	
	601	10/11/2010	\$205.91 E	46120	126 Labor Distribution	H S A	
	601	10/25/2010	\$206.22 E	46120	126 Labor Distribution	H S A	
	601	10/25/2010	\$455.42 E	46120	131 Labor Distribution	CONT TO EMPLO	
	601	10/11/2010	\$546.58 E	46120	131 Labor Distribution	CONT TO EMPLO	
	601	10/25/2010	\$54.68 E	46120	170 Labor Distribution	MEDICARE	
	601	10/11/2010	\$54.86 E	46120	170 Labor Distribution	MEDICARE	
NEOPOST	601	11/1/2010	\$6.69 E	46120	201 INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
QUILL	601	11/2/2010	\$4.81 E	46120	201 MESSAGE BOOK - WATE	OFFICE SUPPLIE	
QUILL	601	11/3/2010	\$11.96 E	46120	201 OFFICE SUPPLIES	OFFICE SUPPLIE	
QUILL	601	11/3/2010	\$7.41 E	46120	201 OFFICE SUPPLIES	OFFICE SUPPLIE	
ST PAUL STAMP WORKS, IN	601	11/4/2010	\$3.06 E	46120	201 20111 PET LICENSE	OFFICE SUPPLIE	
QUILL	601	11/3/2010	\$0.55 E	46120	201 OFFICE SUPPLIES	OFFICE SUPPLIE	
HOLIDAY FLEET	601	10/6/2010	\$430.72 E	46120	212 FUEL - VEHICLES	MOTOR FUELS &	032508
HAWKINS WATER	601	10/25/2010	\$10.00 E	46120	216 WATER TREATMENT - CH	CHEMICALS AND	
HAWKINS WATER	601	10/26/2010	\$78.86 E	46120	216 WATER TESTING	CHEMICALS AND	
U S BANK VISA	601	11/2/2010	\$11.79 E	46120	216 THE UPS STORE	CHEMICALS AND	032539
YAMINAH OLIVER	601	10/28/2010	\$44.00 E	46120	302 SERVICES	CONTRACT SERV	032536
ONE CALL CONCEPTS	601	10/26/2010	\$55.10 E	46120	307 TICKETS	GOPHER STATE	
COMCAST	601	10/26/2010	\$119.90 E	46120	321 PW HIGH SPEED INTERN	COMMUNICATION	
POSTMASTER	601	10/13/2010	\$13.58 E	46120	322 2ND NEW LETTER	POSTAGE	032516
XCEL	601	11/1/2010	\$805.09 E	46120	380 GAS & ELECTRIC SERVIC	ELECTRIC SERVI	
XCEL	601	10/4/2010	\$1,409.47 E	46120	380 GAS & HEAT	ELECTRIC SERVI	032506
XCEL	601	10/4/2010	\$110.46 E	46120	381 GAS & HEAT	FUEL FOR HEAT	032506
XCEL	601	11/1/2010	\$150.07 E	46120	381 GAS & ELECTRIC SERVIC	FUEL FOR HEAT	
MAILFINANCE	601	10/4/2010	\$11.87 E	46120	416 3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
TR COMPUTER SALES LLC	601	11/4/2010	\$4.80 E	46120	416 CLEANING TAPE	REPAIR/MAINT O	
<b>DEPT 46120 WATER</b>			<b>\$13,651.80</b>				
<b>FUND 601 WATER</b>			<b>\$18,049.74</b>				

FUND 602 SEWER

DEPT 46200 SEWER - OPERATING

	602	10/25/2010	\$368.50 E	46200	050 Labor Distribution	SEASONAL/PART	
	602	10/11/2010	\$594.00 E	46200	050 Labor Distribution	SEASONAL/PART	
	602	10/25/2010	\$3,894.88 E	46200	101 Labor Distribution	WAGES AND SAL	
	602	10/11/2010	\$3,917.10 E	46200	101 Labor Distribution	WAGES AND SAL	
	602	10/11/2010	\$274.19 E	46200	121 Labor Distribution	P E R A	
	602	10/25/2010	\$272.62 E	46200	121 Labor Distribution	P E R A	

**CITY OF BAYPORT**  
**MONTHLY EXPENSES**

Period Name: OCTOBER

Search Name	FUN	Tran Date	Amount	A ct	DEPT	OBJ	Comments	OBJ Descr	Check Nbr
	602	10/25/2010	\$256.05	E	46200	122	Labor Distribution	CONT TO RET., S	
	602	10/11/2010	\$271.40	E	46200	122	Labor Distribution	CONT TO RET., S	
	602	10/11/2010	\$205.87	E	46200	126	Labor Distribution	H S A	
	602	10/25/2010	\$205.77	E	46200	126	Labor Distribution	H S A	
	602	10/25/2010	\$454.22	E	46200	131	Labor Distribution	CONT TO EMPLO	
	602	10/11/2010	\$546.54	E	46200	131	Labor Distribution	CONT TO EMPLO	
	602	10/25/2010	\$59.87	E	46200	170	Labor Distribution	MEDICARE	
	602	10/11/2010	\$63.46	E	46200	170	Labor Distribution	MEDICARE	
QUILL	602	11/3/2010	\$0.59	E	46200	201	OFFICE SUPPLIES	OFFICE SUPPLIE	
ST PAUL STAMP WORKS, IN	602	11/4/2010	\$3.08	E	46200	201	20111 PET LICENSE	OFFICE SUPPLIE	
NEOPOST	602	11/1/2010	\$6.70	E	46200	201	INK CARTRIDGE - POSTA	OFFICE SUPPLIE	
HOLIDAY FLEET	602	10/6/2010	\$67.45	E	46200	212	FUEL - VEHICLES	MOTOR FUELS &	032508
HOLIDAY FLEET	602	10/6/2010	\$5.35	E	46200	212	FUEL - VEHICLES	MOTOR FUELS &	032508
MENARDS-STILLWATER	602	10/26/2010	\$22.39	E	46200	240	SMALL TOOLS	SMALL TOOLS-E	
S E H	602	10/26/2010	\$493.25	E	46200	301	I/I IMPROVEMENTS MTGS	PROF SER-ENGIN	
YAMINAH OLIVER	602	10/28/2010	\$44.00	E	46200	302	SERVICES	CONTRACT SERV	032536
POSTMASTER	602	10/13/2010	\$13.65	E	46200	322	2ND NEW LETTER	POSTAGE	032516
CARQUEST AUTO PARTS	602	10/26/2010	\$22.09	E	46200	412	2 LIGHT BULBS	REP & MAINT VE	
CARQUEST AUTO PARTS	602	10/26/2010	\$10.37	E	46200	412	GAS CAP	REP & MAINT VE	
CARQUEST AUTO PARTS	602	11/2/2010	\$38.50	E	46200	412	CARB & BRAKE CLEANER	REP & MAINT VE	
TR COMPUTER SALES LLC	602	11/4/2010	\$4.86	E	46200	416	CLEANING TAPE	REPAIR/MAINT O	
MAILFINANCE	602	10/4/2010	\$11.89	E	46200	416	3RD QTR 2010 LEASE	REPAIR/MAINT O	032499
CARQUEST AUTO PARTS	602	10/25/2010	\$31.06	E	46200	419	HOSE REPAIR	REPAIR & MAINT	
ENGINEERED PRESSURE W	602	10/25/2010	\$144.06	E	46200	419	PARTS - POWER WASHE	REPAIR & MAINT	
TRI-STATE PUMP & CONTRO	602	10/26/2010	\$4,036.21	E	46200	419	TRASH BASKET	REPAIR & MAINT	
DEPT 46200 SEWER - OPERATING			\$16,339.97						
DEPT 46990 SEWER - NON-OPERATING									
METROPOLITAN COUNCIL (S	602	10/26/2010	\$28,671.17	E	46990	434	MONTHLY ANNUAL FLOW	STATE FEES FOR	
FUND 602 SEWER			\$45,011.14						
FUND 803 P & Z ESCROWS									
DEPT 80025 JUDY SEEBERGER									
ECKBERG, LAMMERS, BRIG	803	10/26/2010	\$49.00	E	80025	300	REGARDING SEEBERGE	PROF SER-LEGAL	
DEPT 80026 MIDWEST PARA TRANSIT									
WASHINGTON COUNTY REC	803	10/26/2010	\$46.00	E	80026	350	MIDWEST PARATRANSIT	PRINTING & PUBL	
DEPT 80027 CEMETARY - ST. MIKE'S/ST. CHAR									
WASHINGTON COUNTY REC	803	10/26/2010	\$46.00	E	80027	350	ST. MICHAEL'S RESOLUTI	PRINTING & PUBL	
DEPT 80029 BRIAN ZELLER									
ECKBERG, LAMMERS, BRIG	803	10/26/2010	\$126.00	E	80029	300	LOWER ST. CROIX BLUFF	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	803	10/26/2010	\$14.00	E	80029	300	REVIEW LETTER TO RON	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	803	10/26/2010	\$84.00	E	80029	300	PREPARE FOR PLANNIN	PROF SER-LEGAL	
ECKBERG, LAMMERS, BRIG	803	10/26/2010	\$70.00	E	80029	300	ORDIANCE AMENDMENT	PROF SER-LEGAL	
DEPT 80029 BRIAN ZELLER			\$294.00						
FUND 803 P & Z ESCROWS			\$435.00						
			\$417,992.53						

## City of Bayport

294 North 3rd Street

Bayport, MN 55003

Phone: 651-275-4404

Fax: 651-275-4411

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### Building Permit Log

For: October, 2010

Printed:10/28/2010

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**Permit Number:** BP-26 BAYTOWN  
**Parcel Address:** 3549 OSGOOD AVENUE  
**Applicant:** CHAD D. JOHNSON  
CHAD D. JOHNSON CONSTRUCTION RESIDENTIAL

**Filing Date:** 10/7/2010  
STILLWATER, MN 55082  
**Applicant Phone:** 651-235-5960

**Construction Value:**

**Total Fees:** \$1,300.00

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**Permit Number:** BP-27 BAYTOWN  
**Parcel Address:** 3403 Osgood Path N.  
**Applicant:** DERRICK CUSTOM HOMES, LLC  
DERRICK CUSTOM HOMES, LLC RESIDENTIAL

**Filing Date:** 10/12/2010  
Stillwater, MN 55082  
**Applicant Phone:** 715-246-2320

**Construction Value:**

**Total Fees:** \$1,300.00

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**Permit Number:** BP2010-75  
**Parcel Address:** 660 1ST Ave. S.  
**Applicant:** SCOTT LAITI  
OWNER OWNER

**Filing Date:** 10/6/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-439-2601

**Construction Value:**\$3,000.00

**Total Fees:** \$90.00

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**Permit Number:** BP2010-76  
**Parcel Address:** 847 2ND Avenue N.  
**Applicant:** CATHLEEN HESS  
OWNER OWNER

**Filing Date:** 10/6/2010  
Bayport, MN 55003  
**Applicant Phone:** 651-324-0387

**Construction Value:**\$3,000.00

**Total Fees:** \$90.00

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**Permit Number:** BP2010-77  
**Parcel Address:** 328 5th Avenue N.  
**Applicant:** BERWALD ROOFING COMPANY,  
BERWALD ROOFING COMPANY, INC. General

**Filing Date:** 10/11/2010  
Bayport, MN 55003  
**Applicant Phone:** 651-777-7411

**Construction Value:**\$29,917.00

**Total Fees:** \$481.71

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**Building Permit Log**

For: October, 2010

Printed:10/28/2010

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**Permit Number:** BP2010-78  
**Parcel Address:** 432 4TH St. N.  
**Applicant:** TRANS AMERICAN ENTERPRISE  
TRANS AMERICAN ENTERPRISE LLC RESIDENTIAL  
**Construction Value:**\$4,500.00  
**Filing Date:** 10/12/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 952-594-0065  
**Total Fees:** \$120.25

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**Permit Number:** BP2010-79  
**Parcel Address:** 970 Pickett Street N.  
**Applicant:** GLADSTONE CONSTRUCTION,  
GLADSTONE CONSTRUCTION, INC General  
**Construction Value:**\$99,675.00  
**Filing Date:** 10/12/2010  
Bayport, MN 55003  
**Applicant Phone:** 651-771-4990  
**Total Fees:** \$1,370.78

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**Permit Number:** BP2010-80  
**Parcel Address:** 410 8TH St. N.  
**Applicant:** CRISTIAN & SARAH SILVA  
OWNER OWNER  
**Construction Value:**\$4,500.00  
**Filing Date:** 10/13/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-439-4240  
**Total Fees:** \$120.25

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**Permit Number:** BP2010-81  
**Parcel Address:** 320 5TH St. S.  
**Applicant:** CRAFT MASTER REMODELING  
CRAFT MASTER REMODELING INC RESIDENTIAL  
**Construction Value:**\$4,000.00  
**Filing Date:** 10/13/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-757-4100  
**Total Fees:** \$105.25

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**Permit Number:** BP2010-82  
**Parcel Address:** 294 4TH St. S.  
**Applicant:** MICHAEL HILES  
OWNER OWNER  
**Construction Value:**\$3,000.00  
**Filing Date:** 10/18/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-439-8289  
**Total Fees:** \$90.00

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**Permit Number:** BP2010-83  
**Parcel Address:** 317 6TH St. S.  
**Applicant:** WINDOW WORLD TWIN CITIES  
WINDOW WORLD TWIN CITIES Windows  
**Construction Value:**\$917.00  
**Filing Date:** 10/19/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-770-5570  
**Total Fees:** \$41.71

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**Building Permit Log**

For: October, 2010

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**Permit Number:** BP2010-84  
**Parcel Address:** 364 4TH St. S.  
**Applicant:** BRUETTE ROOFING, INC.  
BRUETTE ROOFING, INC. RESIDENTIAL BUILDER  
**Construction Value:** \$7,955.00  
**Filing Date:** 10/19/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-439-5746  
**Total Fees:** \$166.23

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**Permit Number:** BP2010-85  
**Parcel Address:** 768 MINNESOTA St. S.  
**Applicant:** BARRY & NICOLE LUND  
OWNER OWNER  
**Construction Value:** \$25,000.00  
**Filing Date:** 10/20/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-344-3533  
**Total Fees:** \$693.95

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**Permit Number:** BP2010-86  
**Parcel Address:** 110 3rd St. N.  
**Applicant:** TIM HANSON CONSTRUCTION  
TIM HANSON CONSTRUCTION LLC General  
**Construction Value:** \$14,000.00  
**Filing Date:** 10/28/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 612-817-1336  
**Total Fees:** \$2,520.74

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**Permit Number:** MC2010-34  
**Parcel Address:** 164 4TH St. N.  
**Applicant:** APOLLO HEATING & VENTILATING  
APOLLO HEATING & VENTILATING CORPORATION  
**Construction Value:** \$5,200.00  
**Filing Date:** 10/4/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-770-0603  
**Total Fees:** \$80.00

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**Permit Number:** MC2010-35  
**Parcel Address:** 328 5th Avenue N.  
**Applicant:** ALTEMP MECHANICAL, INC.  
ALTEMP MECHANICAL, INC. MECHANICAL  
**Construction Value:** \$2,184.00  
**Filing Date:** 10/7/2010  
Bayport, MN 55003  
**Applicant Phone:** 651-275-9111  
**Total Fees:** \$80.00

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**Permit Number:** PL2010-21  
**Parcel Address:** 110 3rd St. N.  
**Applicant:** J. SCOTT PLUMBING, INC.  
J. SCOTT PLUMBING, INC. Plumber-Gasfitting  
**Construction Value:** \$5,000.00  
**Filing Date:** 10/28/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-433-5422  
**Total Fees:** \$98.75

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**City of Bayport**  
 294 North Third Street  
 Bayport, Minnesota 55003  
 Phone 651-275-4404  
 Fax 651-275-4411  
 http://www.ci.bayport.mn.us

**City of Bayport**  
**SPECIAL EVENT APPLICATION**

A special event application form is required for individuals or organizations who wish to hold a public or private event in the city and require the use of city property and/or special city services. For most special events, City Council approval is required. Therefore, it is important to plan ahead and submit the application form to City Hall at least two weeks prior to a regularly scheduled City Council meeting, which is usually held the first Monday of the month. For example, if the proposed event is to be held on June 15, 2010, the special event application form and fee must be submitted by May 24, 2010 in order to be considered at the June 7, 2010 City Council meeting.

Following the City Council meeting, city staff will inform the applicant whether or not the event was approved. City staff will also work with the applicant to coordinate special requests for city services associated with the event.

<b>Property Information</b>	
Address:	
City: Bayport	State: Minnesota Zip Code: 55003
Owner Name:	
Home Phone Number:	Work/Cell Phone Number:
Owner Address:	
City/State/Zip:	

<b>Applicant Information</b>	<input type="checkbox"/> Individual/For-profit organization	<input type="checkbox"/> Public entity/Non-profit organization
Applicant Name: <i>Bayport Community Action League - Bob Johnson - President</i>		
Home Phone Number: <i>(651) 439-8894</i>	Work/Cell Phone Number:	
Address:		
City/State/Zip: <i>130 So 6<sup>th</sup> St, Bayport, MN 55003</i>		
Email Address: <i>bobje@miriac.com</i>		

<b>Description of Request</b>
<i>"Lighting of the Green" Ceremony located on the Village Green</i>

<b>Event Information</b>	Start Date: <i>12/1/10</i>	End Date: <i>12/1/10</i>
Days of Operation (check all that apply)		
<input type="checkbox"/> Sunday <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday		
Hours of Operation:		
Weekdays: <i>6:30 p.m. to 7:30 p.m.</i>		
Weekends:		

**Requested City Assistance and/or Services**

- Use of Village Green - 6:30-7:30 p.m.
- String Christmas lights on trees on Village Green " and those surrounding the Bayport sign on the green.
- All power turned on to Village Green
- Grant Smith to throw to turn on lights.
- Bonfire burning by 6:15 p.m. (Portable fire ring)
- "Lucha" provided by Bayport Fire Dept. on Fire truck / Cones to block off Fire truck parking area.
- Mayor to give short speech to audience

**Application Process and Fees**

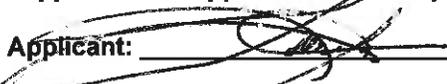
The processing fee for the application and must be submitted with the application form to City Hall. Any additional fees and expenses associated with this request are the responsibility of the applicant/property owner, and will be billed to the applicant/property owner by the city.

**Attachments to be submitted with application**

- A diagram of the proposed premises
- If the request involves the sale of produce, uncooked meat, or dairy, etc., the applicant must provide a copy of all license applications required by the Department of Agriculture for City Council approval. For license information, please contact JoNell O'Neil at 651-779-5015.
- If the request involves cooked/prepared food or beverages, the applicant must provide a copy of all license applications required by Washington County Public Health and Environment for City Council approval. For license information, please contact 651-430-6655.

The undersigned understand that this application will be processed in accordance with established city review procedures at such time as it is deemed complete. Failure by the applicant to supply accurate and necessary information as requested by the city may be cause for denying this application.

The undersigned hereby apply for the request as stated in this application form and in understanding the conditions of this application as described above, declare that the information and materials submitted in support of this application are complete to the best of their knowledge.

Applicant:  BEAL - Bob Johnson Date: 10/14/10

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use - Dept. Review	Inspection	Date	Approved/Denied	Inspector
Administration	<input type="checkbox"/> Site Inspection			
Office Use - Fees	Amount Received	Date Received	Method of Payment	Staff Initials
Processing Fee	<input checked="" type="checkbox"/> \$15.00	10/14/10	Cash	Kjh
\$15.00-Public entity/Non-profit \$50.00-Individual/For-profit	<input type="checkbox"/> \$50.00			
Escrow or cost incurred				

School Playground Fence

Service Bldg.

Light Switch for Turning on lights

Fire Ring

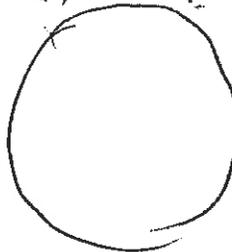
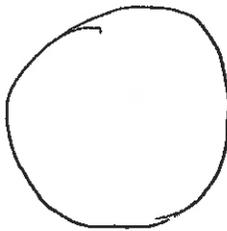
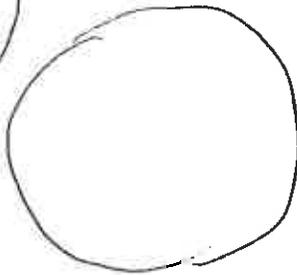
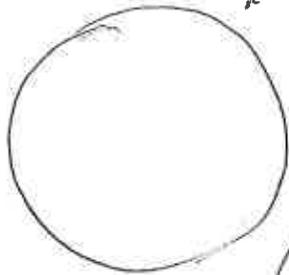
Cones for Fire Truck Parking

4th St.

May 95



String Lights in Village Green Trees





**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

**DATE:** November 1st, 2010  
**TO:** City Council and Mitch Berg, City Administrator  
**FROM:** Laura Eastman, Chief of Police  
**RE:** POLICE DEPARTMENT GRANT AGREEMENT FOR OPERATION NIGHTCAP PROJECT

***BACKGROUND:***

Annually the Bayport Police Department participates in grant agreements with the Minnesota Department of Public Safety, Officer of Traffic Safety projects. The current agreement is for the project entitled Operation Nightcap. The project focuses on intoxicated drivers, and it attempts to minimize the impact that they have on our city and surrounding communities; during the project period of October 1<sup>st</sup>, 2010 through September 30, 2011.

***RECOMMENDATION:***

Bayport city council approval of the resolution authorizing execution of agreement, to be signed by the Mayor and City Administrator.

**STATE OF MINNESOTA  
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division, 444 Cedar Street Suite 130, St. Paul, MN 55101-5130 ("State") and the City of Bayport, Police Department, 294 North 3rd Street, Bayport, Mn 55003 ("Grantee").

**Recitals**

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from U.S. Department of Transportation's State and Community Highway Safety Program, Catalog of Federal Domestic Assistance (CFDA) Number 20.608.
- 3 The State is in need of coordinated impaired driving enforcement saturations and public information activities.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

**Grant Contract**

**1 Term of Grant Contract**

- 1.1 **Effective date:** October 1, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** September 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will:

Perform the duties and tasks specified in the DWI Enforcement Grant Program Duties, Exhibit A, which is attached and incorporated into this grant contract.

Grantee will comply with the Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133. Federal Audit Requirements is attached and incorporated and made part of this grant contract. See Exhibit B.

**3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

**4 Consideration and Payment**

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
  - (1) **Compensation.** The Grantee will be reimbursed an amount not to exceed \$1,920.00 for officer overtime rates, including fringe benefits, incurred in providing services pursuant to Clause 2 of this grant contract. Invoices for reimbursement must be submitted using the DWI Enforcement Invoice. All invoices for reimbursement must be supported by written documentation.
  - (2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

No reimbursement shall be made for salary costs incurred in traveling to and from saturation events.

- (3) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$00.
- (4) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$1,920.00.

#### 4.2 Payment

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:  
Itemized invoices will be submitted within 30 days after each saturation event to the State's Authorized Representative.

Final invoice pertaining to the first state fiscal year of this grant contract must be received by July 31, 2011. Reimbursements from the second state fiscal year may commence on or after July 1, 2011. The final invoice pertaining to the second state fiscal year of this grant contract must be received by October 31, 2011.

Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title 23 CFDA number 20.608 of the State and Community Highway Safety Act of 1966. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

#### 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representative

The State's Authorized Representative is Lt. Bruce Brynell, 3489 Hadley Avenue North, Oakdale, MN 55128 (651) 779-5906, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Officer Jay Jackson, Bayport Police Department, 294 North 3rd Street, Bayport, MN 55003, (651)755-3107. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

#### 7 Assignment, Amendments, Waiver, and Grant Contract Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

**7.2 Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

**7.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

**7.4 Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

## **10 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

## **11 Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

**14.1 Termination by the State.** The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota

Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

**15 Data Disclosure**

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract No. 50000006506

**3. STATE AGENCY**

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

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
DPS/FAS  
Grantee  
State's Authorized Representative

## JOINT POWERS AGREEMENT

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF BAYPORT, Washington County, Minnesota, (hereinafter referred to as "Bayport") and the CITY OF STILLWATER, Washington County, Minnesota, (hereinafter referred to as "Stillwater").

### RECITALS

The parties desire to enter into a cooperative agreement to allow for the joint purchase and storage of road salt.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase.** Stillwater agrees to purchase road salt for Stillwater and Bayport. In each year the parties will agree upon quantities and the price of purchase.
2. **Storage.** Stillwater will accept delivery of the combined order and will store the salt under cover at the Stillwater Public Works facility on Boutwell Road in Stillwater.
3. **Delivery.** Bayport will be obligated to pick up the salt at the Stillwater facility and Stillwater will not be obligated to deliver or distribute the salt to Bayport unless an agreement is reached to provide that service.
4. **Billing.** As Bayport picks up the salt the parties will agree on a method of measure or weighing the volume, and thereafter on a monthly basis. Stillwater will invoice Bayport at its cost per ton plus a mark-up of 10% as reimbursement for the handling and storage of Bayport's salt.
5. **Amendments and Modifications.** This Agreement can only be amended or modified in writing signed by the parties.

6. **Cooperation.** Bayport and Stillwater will cooperate with regard to the implementation of this Agreement. To the extent that any additional agreements, notices, resolutions or other commitments are required to be issued by either community to the State of Minnesota, the County of Washington or any other regulatory agency affecting matters raised within this Agreement, both communities will cooperate to issue, in a prompt manner, any documents that may be requested by the agency.

7. **Non-Delegation.** This Agreement is made by and between the parties hereto and neither may delegate any duty or responsibility arising under this Agreement without the express written consent of the other.

IN WITNESS WHEREOF, the parties have set forth their hands and seals this day first written above.

**CITY OF BAYPORT**

**CITY OF STILLWATER**

\_\_\_\_\_  
Jonathan Nowaczek, Mayor

\_\_\_\_\_  
Ken Harycki, Mayor

\_\_\_\_\_  
Mitchell Berg, City Administrator

\_\_\_\_\_  
Diane F. Ward, City Clerk

STATE OF MINNESOTA            )  
                                                  )ss.  
COUNTY OF WASHINGTON        )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Jonathan Nowaczek, Mayor and Mitchell Berg, the City Administrator of the City of Bayport.

\_\_\_\_\_  
Notary Public





**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

**Date:** October 13, 2010

**To:** Mayor and City Council  
Mitch Berg, City Administrator

**From:** Laura Eastman, Chief of Police

**Subject:** JOINT POWERS AGREEMENT WITH THE DEPARTMENT OF CORRECTIONS,  
STILLWATER PRISON

***BACKGROUND***

The Department of Corrections (DOC) is requesting the City of Bayport to enter into a mutual aid joint powers agreement. As you may know, the Bayport Police Department has jurisdiction over the Stillwater prison incidents. Subsequently, our agency works closely with the DOC investigators to resolve cases as they arise. Our goal is to maintain and foster that working relationship.

***RECOMMENDATION***

Staff is requesting the City Council and attorney review the document and make a recommendation or approve the agreement.

## STATE OF MINNESOTA MUTUAL AID JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of corrections, Minnesota Department of Corrections, Minnesota Correctional Facility – Stillwater (MCF-STW) 970 Pickett Avenue, Bayport, MN 55003 ("State") and the City of Bayport, 294 North 3<sup>rd</sup> Street, Bayport, Minnesota 550003 ("City").

### Recitals

Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. Whereas, City employs full time law enforcement officers for the purpose of maintaining law and order within its jurisdiction and affording police protection to their respective citizens; and

Whereas, MCF-STW employs full time corrections professionals; and

Whereas, both parties are desirous of having their respective officers and professionals extend their services beyond their respective jurisdictions for the purpose of providing assistance in emergency situations to enforce the statutes and ordinances enacted by the State of Minnesota.

Now therefore, the State and City are in need of an agreement for the exchange of mutual aid services in an emergency or disaster situation.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** December 1, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** November 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

- 2.1 If a disaster or emergency occurs within the service area of either party, and the equipment or personnel of that party is inadequate to address the situation in a timely manner, an emergency shall exist for the purposes of this Agreement.
- 2.2 In the event of an emergency, the authorized representative of the party needing the assistance may call upon the authorized representative of the other party for such assistance. The responding party will make every effort to provide equipment and personnel requested, but such response will be at the discretion of the responding party. Any responding peace officer acting pursuant this Agreement has the full and complete authority of a peace officer as though appointed by the requesting authority.
- 2.3 This Agreement is expressly intended to authorize the request for assistance only in emergency situations and nothing herein shall be construed as authorizing requests for assistance for patrols and other routine activities.
- 2.4 MCF-STW assistance, other than equipment, will not extend into operations such as crowd control for general public safety projects or for the enforcement of laws associated with scheduled public events.
- 2.5 MCF-STW personnel may not use weapons, ammunition, or chemical agents in providing assistance unless specifically approved by the MCF-STW authorized representative. MCF-STW personnel use of force must not go beyond that specified by statute and Minnesota Department of Corrections policy and directive.
- 2.6 MCF-STW may provide, if resources are available:
  - a. Logistical support by providing emergency supplies such as blankets, clothing, food and similar

items when necessary to protect the safety and health of others. Equipment such as vehicles, machinery and generators may be provided, but must ordinarily be operated by MCF-STW staff, or by City staff only until the emergency situation is controlled, and the public is no longer endangered.

- b. Assistance with searches for missing persons. MCF-STW may not assist in searches for felony offenders who have escaped from police custody.
- c. Medical support including medical equipment and supplies.
- d. Hostage negotiations – MCF-STW may provide equipment and trained hostage negotiators, but their activities are ordinarily to be limited to background consultations, rather than direct negotiations with prisoners or citizens. Approval to provide this service must be made through the MCF-STW authorized representative.
- e. Canine unit assistance pursuant to MN DOC Policy 301.120, “Canine Units” which is attached and incorporated into this agreement as Exhibit A.
- f. Special Operations Response Teams as outlined in MN DOC Policy 300.036, “Emergency Assistance Non-State Systems”, which is attached and incorporated into this agreement as Exhibit B.

### **3 Payment**

- 3.1 Services provided during the initial 24 hours of an emergency shall be provided without charge to the requesting party.
- 3.2 If it is anticipated that services will be necessary beyond 24 hours, the City and the State will execute an amendment to this agreement documenting actual cost of services and encumbering necessary funds.

### **4 Authorized Representatives**

The State's Authorized Representative is John R. King, Warden, 970 Pickett Ave, Bayport, MN, 55003. (651) 779-2704, or his/her successor.

The City's Authorized Representative is Laura Eastman, Chief of Police, 294 N. 3<sup>rd</sup> Street, Bayport, MN 55003.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 *Assignment.* The City may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

### **6 Indemnification**

In the performance of this agreement by City, or City's agents or employees, the City must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by City's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligation under this contract.

### **7 State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices

relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

#### **8 Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released.

#### **9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **10 Termination**

**10.1 Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. CITY**

The City certifies that the appropriate person(s) have executed the Agreement on behalf of the City as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

**2. STATE AGENCY**

With delegated authority

By
Title
Date

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By
Date

Distribution  
DOC Financial Services Unit – Original (fully executed) Agreement  
City  
State's Authorized Representative  
Budget Officer of Authorized Representative  
Department of Administration – Materials Management Division



**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

**DATE:** November 2, 2010

**TO:** Mayor and City Council

**FROM:** Mitch Berg, City Administrator  
Wanda Madsen, Finance Officer

**RE:** **Designee to assist in evaluation and selection process of city auditor**

***BACKGROUND***

The City of Bayport has requested proposals from qualified firms to audit its financial statements for the fiscal year ending December 31, 2010, with the option of auditing its financial statements for each of the two subsequent years. The proposals are due December 6, 2010, and a selection committee will meet shortly thereafter and present a recommendation for auditor services at the January 2011 City Council meeting.

The selection committee is to consist of the City Administrator, Mitch Berg, the City Finance Officer, Wanda Madsen, and a member of the City Council or a City Council designee. Since there will be a major turnover in the City Council at the time the City will be reviewing the proposals, staff is recommending the City Council designate another qualified person to assist with the selection process.

Staff is recommending Michelle Lamberty, a revenue tax specialist in the State of Minnesota's regional audit unit, to serve on the selection committee. Staff feels Ms. Lamberty's knowledge about state auditing policies and procedures would be a great asset in the evaluation process.

***RECOMMENDATION***

Staff recommends the City Council approve the appointment of Michelle Lamberty to assist with the evaluation and selection process for the city's auditing services.



**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

DATE: November 3, 2010  
TO: Mayor and City Council  
FROM: Mitch Berg, City Administrator  
Sara Taylor, Assistant City Administrator / Planner  
RE: Canvassing the tabulation of votes and declaring the results from the 2010 General Election for the Bayport City Council

### ***BACKGROUND***

The City Council is required to canvass the tabulation of votes and declare the results from the November 2, 2010 General Election for the City of Bayport. The tabulation as it relates to the Mayor and two City Councilmembers, which were voted on by residents of Bayport, are as follows:

#### **(1) Mayor**

Susan St. Ores	536 votes
Judy Seeberger	290 votes
Write-in	2 votes

#### **(2) City Councilmembers (4 year term)**

Michele Hanson	316 votes
Mark L Ostertag	262 votes
Judy M Johnson	253 votes
Don Hoyer	216 votes
Joe Ritzer	188 votes
Aaron Prichard	186 votes
Write-in	5 votes

### ***RECOMMENDATION***

Based on the tabulation of votes, staff recommends the City Council adopt a motion to canvass and declare the winners of the following offices:

**Susan St. Ores, Mayor** – Term to commence January 1, 2011 and expire December 31, 2012.

**Michele Hanson, City Councilmember (4 year term)** – Term to commence January 1, 2011 and expire December 31, 2014.

**Mark L Ostertag, City Councilmember (4 year term)** – Term to commence January 1, 2011 and expire December 31, 2014.



October 20, 2010

City of Bayport  
Mitch Berg  
294 North Third Street  
Bayport, MN 55003

Department of Public  
Health and Environment

Lowell Johnson  
Director

Sue Hedlund  
Deputy Director

Washington County, through its Department of Public Health and Environment (Department), has historically provided, and it is the county's desire to continue to provide, septic system permitting and inspection services for the City of Bayport.

The most recent Agreement between the city and the county will expire on December 31, 2010. Please be assured there will be no interruption of service to the city while we work jointly to execute a new Agreement.

The enclosed contract has been changed to reflect the adoption of the Washington County Development Code, Chapter Four, Subsurface Sewage Treatment System (SSTS) Regulations (Washington County Ordinance #179). Individual Sewage Treatment System (ISTS) has been changed to Subsurface Sewage Treatment System (SSTS) and ISTSRO has been changed to SSTSRO throughout the document.

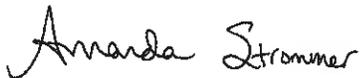
Additional changes to the Agreement from the previous version include:

- **SCOPE OF SERVICES – County's Responsibilities –**
  - Providing applications to the city before the county would issue the SSTS permit. This language is updated to state that if a copy of the permit is requested by the city, the county will provide the permit within 5 working days. This language more closely follows the standard of practice with the community and allows for a quicker response time on permits to applicants. The county will still work closely with the city if any zoning or land use issues arise.
  - The previous contract had language about the adoption of the new county ordinance in accordance with state rules. This language has been removed as the ordinance adoption process is complete.
- **SCOPE OF SERVICES – City's Responsibilities –**
  - Revised language to be consistent with approving permits by the county as outlined above.
  - Revised #7 to be consistent with the language in #2 regarding certificates of occupancy for new construction or the addition of bedrooms in areas not served by municipal sewer.
- **TERMS AND EFFECTIVE DATE –** Dates changed to reflect effective date of January 1, 2011 and termination date of December 31, 2012.

Please review the enclosed Agreement, and, if the language is satisfactory, return the signed original Agreement to my attention. I will send a fully executed copy of the Agreement to the city as soon as it is signed by the County Board Chair and County Administrator. If, however, there are paragraphs in the Agreement you would like to discuss more fully, please contact me at your earliest convenience.

We look forward to being of continued service to the City of Bayport. If you have any questions or if I can be of further assistance, please contact me at 651-430-6744 or via email at [amanda.strommer@co.washington.mn.us](mailto:amanda.strommer@co.washington.mn.us).

Sincerely,

A handwritten signature in cursive script that reads "Amanda Strommer".

Amanda Strommer, REHS  
Program Manager

Enclosure: Agreement

# **Agreement for Subsurface Sewage Treatment System Inspection Services**

This agreement is made and entered into, by and between the County of Washington (hereinafter referred to as the County) and the City of Bayport (Hereinafter referred to as the City).

## **I. WITNESSETH**

**WHEREAS**, the City wishes to contract with the County to perform subsurface sewage treatment system (SSTS) inspection services within the City's boundaries; and

**WHEREAS**, the City adopted the County's Subsurface Sewage Treatment System Regulations Ordinance #179 (Washington County Development Code Chapter 4), hereinafter SSTSRO, regulating subsurface sewage treatment systems, which applies to all areas of the City; and

**WHEREAS**, the County agrees to provide subsurface sewage treatment system inspection services under the terms and conditions hereinafter set forth; and

**WHEREAS**, this contract is authorized under Section 471.59 of the Minnesota Statutes.

**NOW THEREFORE**, it is mutually agreed between the County and City as follows:

## **II. SCOPE OF SERVICES**

### **County's Responsibilities**

1. The County agrees to provide, through its Department of Public Health and Environment, subsurface sewage treatment system inspection services for the City. The County shall provide a Qualified Employee(s), as described in Minn. Rule 7083.1010 and 7083.0020 subp 17.
2. The standards of performance, method of providing subsurface sewage treatment system inspection services, and other matters incident to the performance of services under this Agreement, including personnel to be employed, shall be determined by the County. The City shall be notified in advance of any proposed changes in standards of performance or methods of providing services.
3. The County shall provide the necessary SSTS application review and sewage system plan approval as required by laws, regulations and ordinances, provide all job site inspections of projects under permit, and conduct special inspections as deemed necessary to ensure compliance with the SSTSRO. Services shall include clerical support incidental to the performance of this agreement.

4. The County shall provide and issue all sewage permits as required by the SSTSRO, existing laws or regulations and shall maintain records of all such permits. If the City requests a copy of a granted permit, the County shall provide a copy to the City within 5 (five) working days.
5. The County shall send a copy of the County's issuance of a certificate of compliance of the sewage system's completion to the City within 10 (ten) working days of the County granting the certificate.
6. In the event of a violation or threatened violation of the SSTSRO or sewage permit the County may pursue the administrative issuance of stop work orders on the installation of the septic system, and/or issue corrective orders, and/or issue notices of non-compliance.
7. The County shall advise the City if a misdemeanor citation is warranted for any violation of a sewage permit or SSTSRO.
8. The County may request appropriate actions or proceedings be brought by the City, to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO.
9. The County will cooperate with the City's officials and/or employees in fulfilling its obligations under this Agreement.

**City's Responsibilities:**

1. In areas not served by municipal sewer, the City shall not issue a building permit for new dwelling construction and/or for the addition of bedrooms until the County has issued a sewage permit for the new construction and/or addition of bedrooms.
2. The City shall act on all applications for special permits and SSTSRO variance requests.
3. Upon request from the County the City shall issue a stop work order on projects commencing construction prior to the issuance of a sewage permit.
4. The City is responsible for commencing appropriate actions or proceedings to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO and shall represent the County during appeals of the administrative remedies issued by the County.
5. The City may issue misdemeanor citations for violations of the SSTSRO or sewage permit.
6. The City shall not issue a certificate of occupancy for new construction or the addition of bedrooms prior to receipt of the County's certificate of compliance.
7. The City, and its agents and employees, will cooperate and assist the County in the

performance of this Agreement.

8. In the event of County SSTS Ordinance revision, the City shall adopt a revised SSTS Ordinance which is consistent with or more restrictive than the County's revised SSTS Ordinance no more than 12 (twelve) months after the County revised SSTS Ordinance has been adopted.

### **III. SCHEDULE OF FEES AND CHARGES**

1. The County shall establish the schedule of fees for its subsurface sewage treatment system inspection services. The septic permit application and installation fees shall be in accordance with the fee schedule adopted annually by the Washington County Board of Commissioners. The County shall collect, receipt for, disburse, and maintain records for all fees and charges collected incident to the administration of subsurface sewage treatment system inspection and permit services contained herein.
2. Fees and charges shall be due and payable by the applicant upon issuance of the permit and will be collected by the County from the applicant for said permit.
3. The City agrees that in payment for the subsurface sewage treatment system inspection and permit services provided by the County that the County shall retain, out of the fees and charges collected incident to this service, an amount equal to one hundred percent (100%) of all SSTS permit fees.
4. The City shall not assume any liability for the direct payment of any salary, wage, or other compensation to any County employee performing subsurface sewage treatment system inspection services pursuant to this agreement.

### **IV. GENERAL TERMS AND CONDITIONS**

#### **Data Privacy**

1. All data collected, created, received, maintained or disseminated for any purposes by the activities of the County because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) where it applies. The City and County agrees to abide by these statutes, rules and regulations and as they may be amended.

#### **Indemnity Clause**

2. The City agrees that it will indemnify and hold harmless the County, its officers and

employees, against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the City's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

The County agrees that it will indemnify and hold harmless the City, its officers and employees, against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the County's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

### **Insurance**

3. The City further agrees that in order to protect itself, as well as the County, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Section 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

The County further agrees that in order to protect itself, as well as the City, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Section 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

### **Independent Contractor**

4. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the County and City. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees shall accrue to the City or employees of the City performing services under this Agreement.

### **Records – Availability and Retention**

5. Pursuant to Minnesota Statute 16C.05, Subd 5., the County/City agrees that the County/City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the County/City and involve transactions relating to this agreement. The County/City agrees to maintain these records for a period of six years from the date of termination of this Agreement and make

available as requested.

### **Nondiscrimination**

6. During the performance of this Agreement, the City and County agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

### **Merger and Modification**

7. It is understood and agreed that the entire Agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

### **Severability**

8. Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

## **V. TERM AND EFFECTIVE DATE**

1. The effective date of this agreement shall be January 1, 2011, notwithstanding the date of the signatures below.
2. This agreement shall run until December 31, 2012, at which time it will automatically terminate unless it is renewed by official action of both the City and the County prior to the termination date. Notice of either the City's intent or the County's intent not to renew the agreement should be given to the other party ninety (90) days in advance of the December 31, 2012, termination date.

IN WITNESS WHEREOF, the City has caused this agreement to be signed by its Mayor and attested to by its Clerk, and the County of Washington, by order of its Board of County Commissioners, has caused this Agreement to be signed by its Board Chair and attested to by its County Administrator.

City of Bayport, Minnesota

Washington County, Minnesota

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

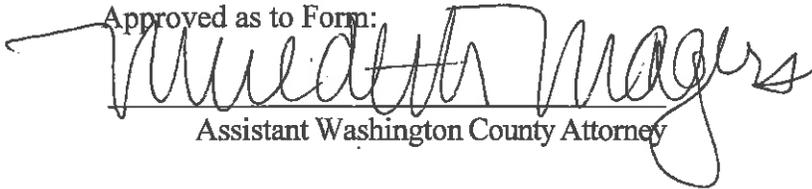
By: \_\_\_\_\_  
Chair, Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Administrator

Approved as to Form:  
  
Assistant Washington County Attorney



**City of Bayport**  
 294 North Third Street  
 Bayport, Minnesota 55003  
 Phone 651-275-4404  
 Fax 651-275-4411  
<http://www.ci.bayport.mn.us>

**City of Bayport**  
**SPECIAL EVENT APPLICATION**

A special event application form is required for individuals or organizations who wish to hold a public or private event in the city and require the use of city property and/or special city services. For most special events, City Council approval is required. Therefore, it is important to plan ahead and submit the application form to City Hall at least two weeks prior to a regularly scheduled City Council meeting, which is usually held the first Monday of the month. For example, if the proposed event is to be held on June 15, 2010, the special event application form and fee must be submitted by May 24, 2010 in order to be considered at the June 7, 2010 City Council meeting.

Following the City Council meeting, city staff will inform the applicant whether or not the event was approved. City staff will also work with the applicant to coordinate special requests for city services associated with the event.

<b>Property Information</b>	
Address: <i>Barkers Alps Park</i>	
City: <i>Bayport</i>	State: <i>Minnesota</i> Zip Code: <i>55003</i>
Owner Name:	
Home Phone Number: <i>612-578-3944</i>	Work/Cell Phone Number:
Owner Address: <i>Po Box 11</i>	
City/State/Zip: <i>MARINE, MN 55047</i>	

<b>Applicant Information</b>	Individual/For-profit organization	Public entity/Non-profit organization
Applicant Name: <i>OLIVIER URAMBOUT</i>		
Home Phone Number: <i>612-578-3944</i>	Work/Cell Phone Number: <del>612</del> <i>651-269-0075</i>	
Address:		
City/State/Zip: <i>Po Box 11 MARINE MN 55047</i>		
Email Address: <i>THEBIKER@YAHOO.COM</i>		

<b>Description of Request</b>	
<i>Bike Race,</i>	
<b>Event Information</b>	Start Date: <i>November 20<sup>th</sup></i> End Date: <i>November 20<sup>th</sup></i>

Days of Operation (check all that apply)

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Hours of Operation:

Weekdays:

Weekends: 7 AM to 4 PM

**Requested City Assistance and/or Services**

**Application Process and Fees**

The processing fee for the application and must be submitted with the application form to City Hall. Any additional fees and expenses associated with this request are the responsibility of the applicant/property owner, and will be billed to the applicant/property owner by the city.

**Attachments to be submitted with application**

- A diagram of the proposed premises
- If the request involves the sale of produce, uncooked meat, or dairy, etc., the applicant must provide a copy of all license applications required by the Department of Agriculture for City Council approval. For license information, please contact JoNell O'Neil at 651-779-5015.
- If the request involves cooked/prepared food or beverages, the applicant must provide a copy of all license applications required by Washington County Public Health and Environment for City Council approval. For license information, please contact 651-430-6655.

The undersigned understand that this application will be processed in accordance with established city review procedures at such time as it is deemed complete. Failure by the applicant to supply accurate and necessary information as requested by the city may be cause for denying this application.

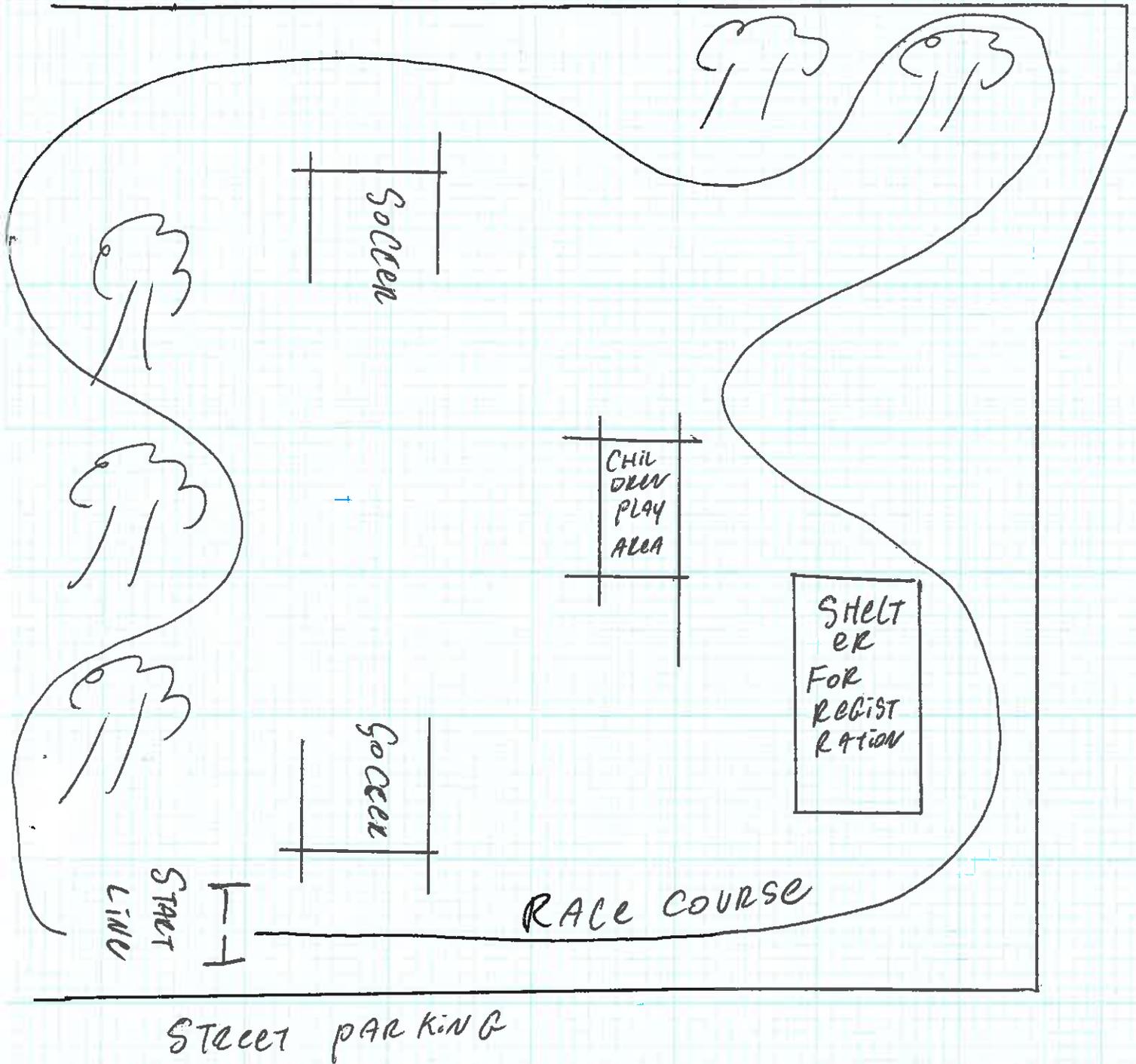
The undersigned hereby apply for the request as stated in this application form and in understanding the conditions of this application as described above, declare that the information and materials submitted in support of this application are complete to the best of their knowledge.

Applicant: \_\_\_\_\_ Date: 10-4-10

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use - Dept. Review	Inspection	Date	Approved/Denied	Inspector
Administration	Site Inspection			
Special Event Application-CURRENT				2
Office Use - Fees	Amount Received	Date Received	Method of Payment	Staff Initials
\$15.00	Non Profit	10/4/10	CK# 2003	Kih

# CYCLE CROSS PROPOSED RACE COURSE





**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

Date: November 1, 2010

To: Council Members  
City Administrator Mitchell Berg

From: Chief of Police Laura Eastman

Subject: Authorization to proceed with hiring process for a part-time police officer

### ***BACKGROUND***

Please consider this memorandum as my request to appoint one additional part-time officer to the police department complement. As you are aware, part-time officers relieve our full-time positions by filling in during training, vacation, sick, and for compensatory leaves. In addition, the part-time officers assist in augmenting our summer staffing levels, special events, details and grant work.

The police department currently has a very limited number of part-time officers that are available to work a variety of shifts. This has become problematic with scheduling issues and can cost the department overtime funds.

We currently have reserve officers who are license eligible and will need minimal training, which will save on the department's budget. As such, I would like to proceed with the appointment process. Interviews will be conducted in mid November, and I will provide a recommendation on a candidate to be appointed and sworn in at the December meeting.

### ***RECOMMENDATION***

Staff recommends the City Council adopt a motion authorizing staff to proceed with the hiring process for a part-time police officer.



**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

---

**DATE:** November 1, 2010  
**TO:** Mayor and City Council  
**FROM:** Mitchell Berg, City Administrator  
**RE:** Riverfront Advisory Commission

***BACKGROUND***

At the October 12, 2010 meeting of the Riverfront Advisory Commission, the commission passed a motion requesting the City Council consider expending an additional \$500.00 to have facilitator Mark Nagel assist them and staff in completing their work. Staff feels the work that Mr. Nagel has provided the commission and staff has been invaluable and, therefore, is in favor of the expenditure.

***RECOMMENDATION***

Staff recommends the City Council adopt a motion approving an additional allocation for facilitator Mark Nagel not to exceed \$500.00.

**CITY OF BAYPORT  
RIVERFRONT ADVISORY COMMISSION  
MEETING MINUTES  
Tuesday, October 12, 2010**

**CALL TO ORDER**

Staff present: City Administrator Mitch Berg and Facilitator Mark Nagel

Members present: Dan Goldston, Sandy Ness, Don Hoye, Mary Lanz, Robert McManus, Jim Selmecki, and Tim Siegfried

**CALL TO ORDER:**

The meeting was called to order at 6:00 p.m. at Bayport City Hall.

**APPROVAL OF AGENDA**

There was consensus of the commission to approve the agenda.

**COMMENTS FROM THE PUBLIC**

There was no one from the public in attendance. Therefore, there were no comments from the public.

**APPROVAL OF THE MINUTES**

It was moved by Commissioner Hoye and seconded by Commissioner Ness to approve the meeting minutes from Tuesday, September 14, 2010. Motion Carried.

**CITY COUNCIL UPDATE**

City Administrator Berg summarized what was presented to the City Council at the October 4, 2010 meeting.

**CONSIDER AUTHORIZATION TO EXPAND ADDITIONAL FUNDS FOR FACILITATOR**

It was moved by Commissioner Lanz and seconded by Commissioner Hoye to request the City Council expend up to an additional \$500.00 to allow the Mr. Nagel to complete the facilitation process with the Riverfront Advisory Commission. Motion Carried.

**CONTINUE PRIORITIZING GOALS AND OBJECTIVES**

Facilitator Nagel lead the commission in the prioritizing of the remaining objectives (see attached table), many of which were either combined or eliminated altogether. At the next meeting, the commission will discuss the feasibility of the remaining 18 objectives.

**OTHER**

Administrator Berg stated that staff has done research on some of the objectives, having met recently with a few representatives of the Department of Natural Resources (DNR) on the feasibility of a fishing pier and transient dock in Lakeside Park and improvements to the existing boat launch. One item discussed was whether Lakeside Park was an ideal location for a fishing pier. The consensus of the commission was that the King Plant was a more desirable fishing location. As such, Administrator Berg mentioned than the commission may want to rethink the location of the fishing pier in Lakeside Park. Discussion also followed on use of the ice road and the consensus of the commission was to keep the ice road open, while not intensifying the usage.

**ADJOURNMENT**

The meeting was adjourned at 7:20 p.m.

**Attachment A**

Objective Prioritization (September and October meetings)

Goal for completion	within 1 year	between 2-5 years	5 years or beyond
High priority	Combine Objectives 1.1, 1.2, 1.3, and 1.6 into one objective. Combine Objectives 6.5, 8.1, 8.2, 8.3 into 1 objective. Obj 2.4, 3.3., 4.3, and 5.6	Combine Obj 3.1, 3.2 into 1 Obj. Obj 4.2, 4.7, and 6.4	N/A
Medium priority	Combine Obj 7.1 and 7.2 into 1 Objective. Obj. 1.5	Combine Obj 2.3 and 2.5 into one Obj . Combine Obj 5.4 and 5.5 into one Obj. Obj. 4.1	N/A
Low priority	N/A	N/A	Obj 2.3, 5.1, and 5.3

Objectives Eliminated: 2.1, 4.3, 4.4, 4.6, 6.2, 6.3, and 7.3



November 1, 2010

RE: City of Bayport  
2010 I/I Improvements  
SEH No. BAYPO 113900

Mr. Mitch Berg  
City Administrator  
City of Bayport  
294 N 3rd Street  
Bayport, MN 55003-1027

On Thursday, October 28, 2010, three (3) bids were received for the above-referenced project. The bids ranged from a high of \$231,642.50 to a low of \$188,850.50. The low bid was submitted by Visu-Sewer, Inc.

	<b>Contractor</b>	<b>Total Bid</b>
1	Visu-Sewer, Inc.	\$188,850.50
2	Lametti & Sons, Inc.	\$226,277.07
3	Insituform Technologies USA	\$231,642.50
	Engineer's Estimate	\$224,305.00

*\*\* Denotes corrected figure*

The low bid received was submitted by Visu-Sewer, Inc., of Pewaukee, Wisconsin, in the amount of \$188,850.50.

We have worked with this contractor in other communities on projects of various sizes. SEH engineers can conclude that Visu-Sewer, Inc. has the experience and ability to complete a project of this size.

We have investigated the qualifications of Visu-Sewer, Inc. and find that they have a sufficient understanding of the project and equipment to perform the construction for which it bid.

Accordingly we recommend the project be awarded to Visu-Sewer, Inc. in the amount of \$188,850.50.

Sincerely,

Barry C. Peters, PE  
Project Manager

dcm

S:\AEB\Baypo113900\Bidding Documents\Recaward\_110110.Doc



# TABULATION OF BIDS

2010 W/ Improvements

Bayport, Minnesota

SEH No.: BAYPO 113900

Bid Date: 1:00 p.m., Thursday, October 28, 2010

1

2

Item No.	Item	Unit	Est. Quantity	Engineer's Estimate		Visu-Sewer, Inc.		Lametti & Sons, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	7,000.00	7,000.00	4,270.00	4,270.00
2	Short Line Repair (6-inch)	LF	6	350.00	2,100.00	360.00	2,160.00	584.00	3,504.00
3	Short Line Repair (8-inch)	LF	88	350.00	30,800.00	360.00	31,680.00	493.00	43,384.00
4	Short Line Repair (10-inch)	LF	6	350.00	2,100.00	360.00	2,160.00	599.00	3,594.00
5	Short Line Repair (12-inch)	LF	11	350.00	3,850.00	360.00	3,960.00	532.00	5,852.00
6	Short Line Repair (15-inch)	LF	17	350.00	5,950.00	360.00	6,120.00	441.00	7,497.00
7	Full Length Line Repair (8-inch)	LF	4,459	35.00	156,065.00	24.50	109,245.50	27.73	123,648.07
8	6-inch HDPE Storm Sewer Directional Bore	LF	250	35.00	8,750.00	48.00	12,000.00	70.00	17,500.00
9	6-inch x 6-inch Wye	Each	2	75.00	150.00	1,000.00	2,000.00	450.00	900.00
10	6-inch PVC Pipe	LF	50	25.00	1,250.00	100.00	5,000.00	50.00	2,500.00
11	6-inch Cleanout	Each	1	200.00	200.00	1,000.00	1,000.00	500.00	500.00
12	Connect to Existing CB	Each	1	1,000.00	1,000.00	4,000.00	4,000.00	900.00	900.00
13	1.5-inch Bituminous Wearing Course - Patching	Tons	1	120.00	120.00	400.00	400.00	500.00	500.00
14	1.5-inch Bituminous Base Course - Patching	Tons	1	120.00	120.00	400.00	400.00	500.00	500.00
15	6-inch Class 5 Aggregate Base	Tons	3	25.00	75.00	25.00	75.00	100.00	300.00
16	Remove and Replace 4-inch Concrete Sidewalk	SF	40	10.00	400.00	5.00	200.00	10.00	400.00
17	Remove and Replace B618 Curb and Gutter	LF	15	25.00	375.00	30.00	450.00	35.00	525.00
18	Traffic Control	LS	1	1,000.00	1,000.00	1,000.00	1,000.00	10,003.00	10,003.00
<b>TOTAL BID</b>					<b>\$224,305.00</b>		<b>188,850.50</b>		<b>226,277.07</b>

Shaded area denotes corrected figure

\$224,305.00

\$188,850.50

\$226,277.07



**CITY OF BAYPORT**  
294 NORTH THIRD STREET  
BAYPORT, MINNESOTA 55003  
PHONE 651-275-4404 FAX 651-275-4411

---

**DATE:** November 1, 2010

**TO:** Mayor and City Council

**FROM:** Mitchell Berg, City Administrator

**RE:** Consider a resolution accepting a petition and authorizing the preparation of plans and specifications for a curb, gutter, and stormwater improvement project on Second Ave. N.

### ***BACKGROUND***

People's Congregational Church requested that the City initiate a stormwater improvement project along 2<sup>nd</sup> Avenue North (between 3<sup>rd</sup> Street North/Highway 95 and 2<sup>nd</sup> Street North.) Since the last City Council meeting, the City has received a petition to initiate the local improvement from the church and the affected private property owner, Richard Nauman. In order to get 100% participation on the project, the City will also need to sign the petition, as it owns land affected by the project (Perro Park).

If the City Council agrees to sign the petition and move forward with the improvement project, the City will need to call for a feasibility report, along with plans and specifications. In order to provide cost information on the feasibility report, the City sent out a Request for Quotation (RFQ) for the project, with quotes due by 11:00 a.m., on November 8, 2010. Results of the RFQ will be presented at the meeting.

The RFQ also included a stormwater improvement project along 1<sup>st</sup> Avenue North, between 3<sup>rd</sup> Street North and 2<sup>nd</sup> Street North. However, the affected property owner has not submitted a petition for the improvement and staff is not recommending proceeding with the project at this time. The RFQ calls for separate quotes for the two projects.

### ***RECOMMENDATION***

Staff is recommending that the City Council authorize staff to sign the petition as one of the abutting land owners for the 2<sup>nd</sup> Avenue North Improvement Project; to accept the petition for the 2<sup>nd</sup> Avenue North Improvement Project as complete (by resolution); and to order a feasibility study, plans and specifications for the 2<sup>nd</sup> Avenue North Improvement Project (by resolution).

#### **Attachments:**

- Petition for Local Improvement
- Resolution to accept the petition and order a feasibility study



CITY OF BAYPORT  
 294 NORTH THIRD STREET  
 BAYPORT, MINNESOTA 55003  
 PHONE 651-275-4404 FAX 651-275-4411

**Petition for Local Improvement**  
 (100 percent of property owners)

Bayport, Minnesota, September 1, 2010

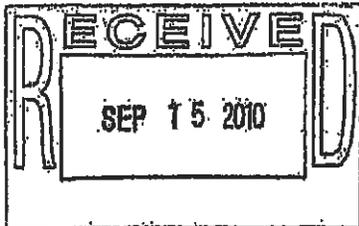
To the City Council of Bayport, Minnesota:

We, all owners of real property abutting on 2nd Avenue North, between 3rd Street North and 2nd Street North, hereby petition that such street be improved by the installation of curb, gutter, and related storm water improvements, pursuant to Minnesota Statutes, Chapter 429, and that the city assess the cost of the improvement against our property described below and hereby agree to pay the cost as apportioned by the City's assessment policy.

- | Signature of Owner                                                                     | Description of Property                                  |
|----------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1.  | 241 2nd Ave N.<br>Bayport, 55003<br><i>Rolf Dittmann</i> |
| 2. <u>People's Congregational Church</u>                                               |                                                          |
| 3. <u>Contact: ROLF DITTMANN cell #651-343-2255</u>                                    |                                                          |
| 4. <u>email: rivervalleyrestore@msn.com</u>                                            |                                                          |

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.

\_\_\_\_\_  
 Mitchell Berg, City Administrator



**RESOLUTION NO. 10-\_\_\_**

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF  
BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD  
NOVEMBER 8, 2010**

Pursuant to due call and notice therefore, a regular meeting of the City Council of the City of Bayport, Minnesota was duly held at Bayport City Hall in said municipality on the 8<sup>th</sup> day of November 2010, at 6:00 p.m.

The following members were present:

The following members were absent:

Councilmember \_\_\_\_\_ introduced the following amended resolution and moved its adoption:

**Resolution Declaring Adequacy of Petition and Ordering Preparation of Report for the  
Second Avenue North Improvement Project**

WHEREAS, a certain petition requesting the improvement of 2<sup>nd</sup> Avenue North between 3<sup>rd</sup> Street North and 2<sup>nd</sup> Street North, by the installation of curb, gutter and related storm water improvements, filed with the Bayport City Council on October 5, 2010, is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minn. Stat. § 429.035.

WHEREAS, the petition for the proposed Second Avenue North Improvement Project is hereby referred to the \_\_\_\_\_, and that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

The motion for adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon roll call being taken thereon, the following vote via voice:

Jonathan Nowaczek –	Torry Kraftson –
Connie Carlson –	Judy Seeberger –
Dan Johnson –	

WHEREUPON, said Resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota this 8<sup>th</sup> day of November, 2010.

ATTEST:

\_\_\_\_\_  
Mitch Berg, City Administrator

\_\_\_\_\_  
Jon Nowaczek, Mayor



CITY OF BAYPORT  
294 NORTH THIRD STREET  
BAYPORT, MINNESOTA 55003  
PHONE 651-275-4404 FAX 651-275-4411

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DATE: November 1, 2010  
TO: Mayor and City Council  
FROM: Mitchell Berg, City Administrator  
RE: City curb, gutter, sidewalk and private driveway apron replacement policy

### ***BACKGROUND***

I have had an opportunity to consult with the City Engineer to incorporate a list of cost-sharing factors, with examples, into the City Curb, Gutter, Sidewalk and Private Driveway and Apron Policy. The four main factors are:

1. Responsibility or cause for damage – i.e. city, property owner, neighboring, other parties or “act of nature”
2. Does the replacement impact additional property owners?
3. Is the replacement required for structural integrity or cosmetic purposes?
4. Has the problem been a reoccurring issue?

The City Engineer and I believe there may be additional factors to consider in some cases; however we felt these four factors should serve as the premise for deciding whether the City enters into some sort of cost participation with a property owner.

The tables have also been revised, per suggestions made at the last City Council meeting, as well as minor text changes to make the policy easier to understand.

### ***RECOMMENDATION***

Staff has had the opportunity to discuss and review the proposed amended policy and recommends its approval.



**CITY OF BAYPORT**

294 NORTH 3<sup>RD</sup> STREET  
BAYPORT, MN 55003

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**CITY CURB, GUTTER, SIDEWALK AND PRIVATE DRIVEWAY APRON  
COST SHARING POLICY**

- SECTION I. PURPOSE AND INTENT**
- SECTION II. CITY CURBS AND GUTTERS**
- SECTION III. CITY SIDEWALKS**
- SECTION IV. PRIVATE DRIVEWAY APRONS**
- SECTION V. SPECIAL ASSESSMENT STATUTES**
- SECTION VI. APPEAL PROCESS**
- SECTION VII. ADOPTION**

## SECTION I. PURPOSE AND INTENT

The City Council has adopted this policy to guide property owners and the City in identifying which projects, located solely within the City's right-of-way, are eligible for City cost sharing. Each year the City shall appropriate an amount to be budgeted, within the General Fund, to assist property owners on an individual basis, and not as part of any Minnesota Statute Chapter 429 ("Chapter 429") assessment process, to improve the property owner's portion of the driveway apron, curb and gutter, and sidewalk located within the City's right-of-way.

The funding for this program is provided on a first-come basis, meaning if all funds have been expended, eligible applicants will be put onto a waiting list for consideration of funding at a later date. Should the City choose to reimburse the property owner for work not done by the City, a minimum of three written quotes shall be obtained from state licensed contractors, with the City reimbursing the property owner in the amount of the lowest quote. If the City is participating in the cost share, the City shall also have the right to accept or reject any and all quotes.

## SECTION II. CITY CURBS AND GUTTERS

All property owners may be responsible for up to 50% of the replacement cost of curb and gutter, regardless of whether the curb and gutter is or is not part of a Chapter 429 special assessment improvement project. However, in the event that curb and gutter is needed on an existing street and need is due to issues beyond the control of the property owner, the City may contribute up to 100% of the cost to install the new curb and gutter. The final cost of the contribution shall be determined by the City Engineer and the Public Works Supervisor, using such factors as, but not limited to:

- Responsibility or cause for damage – i.e. city, property owner, neighboring, other parties or "act of nature"
  - If the responsibility or cause for damage was caused by the City or by an "act of nature," the City may be asked to contribute up to 100% of the replacement cost. However, if the responsibility or cause for damage can be proven that it was the result of an act of a property owner or other parties, those parties at fault may be responsible for up to 100% of the replacement cost.
- Does the replacement impact additional property owners?
- Is the replacement required for structural integrity or cosmetic purposes?
  - If the replacement is required for structural integrity, the City and property owner may be responsible for splitting the cost of the repair 50/50. If the replacement is strictly for cosmetic purposes and has been requested solely by the property owner, the property owner may be responsible for up to 100% of the replacement cost. If the replacement is for cosmetic purposes only and has been driven by the City, the owner shall be responsible for 50% of the replacement cost.
- Has the problem been a reoccurring issue?
  - If it is deemed that the problem has been reoccurring at no fault of the property owner, the City may be responsible for up to 100% of the replacement cost. If the property owner was at fault or was neglectful in ensuring the problem would not reoccur, then the property owner may be responsible for up to 100% of the replacement cost.

Should a property owner choose to widen their driveway apron, the property owner shall be responsible for 100% of the removal and replacement cost to repair any of the adjacent existing curb and gutter.

The cost sharing for city curb and gutter improvements is as follows:

	City	Property Owner
New curb and gutter (on existing streets)	City to pay difference up to 100%	up to 50%
New curb and gutter (for new streets)	Refer to Special Assessment Policy	Refer to Special Assessment Policy
Replacement curb and gutter (as part of a 429 special assesment improvement project)	Refer to Special Assessment Policy	Refer to Special Assessment Policy
Replacement of existing curb and gutter (on existing streets) - if it is determined by the City Engineer and Public Works Supervisor that a City cost share is required	City to pay difference up to 100%	0-50%
Replacement of existing curb and gutter (on existing streets)	50%	50%

**SECTION III. CITY SIDEWALKS**

All property owners shall comply with the existing City of Bayport special assessment policy concerning sidewalks regardless if the project is part of a Chapter 429 special assessment improvement project.

The cost sharing for city sidewalk improvements is as follows:

	City	Property Owner
New sidewalk (on an existing street)	Refer to Special Assessment Policy	Refer to Special Assessment Policy
New sidewalk (on a new street)	Refer to Special Assessment Policy	Refer to Special Assessment Policy
Replacement of existing sidewalk (on existing streets)	Refer to Special Assessment Policy	Refer to Special Assessment Policy

Should a property owner choose to widen their driveway apron, the property owner shall be responsible for 100% of the removal and replacement cost to repair any of the existing adjacent sidewalk.

**SECTION IV. PRIVATE DRIVEWAY/APRONS WITHIN THE PUBLIC RIGHT-OF-WAY**

All property owners may be responsible for up to 100% of the replacement cost of a driveway apron if the apron is not part of a Chapter 429 special assessment improvement. However, in the event a driveway apron is in need of replacement, and is not part of a special assessment improvement, but is due to a problem caused by the City and not the property owner, the City may contribute up to 100% of the cost to repair or replace said apron. The City Engineer and Public Works Supervisor shall determine if the City is responsible for participating in the replacement of an existing apron and at what percentage, using the same factors as outlined in Section II of this policy.

The City shall not contribute toward the cost of an expansion of an apron unless it is determined by the City Engineer that an expanded apron is necessary and benefit of the City. Should a property owner choose to widen their driveway apron, the property owner shall be responsible for 100% of the replacement (and/or restoration) cost of any existing adjacent curb and gutter and/or sidewalk.

If the repair or replacement of the driveway requires the existing adjacent curb and gutter to be replaced, the property owner shall participate in the same manner that they would with the replacement of the apron.

The cost sharing for private driveway apron improvements is as follows:

	City	Property Owner
New aprons (for an existing driveway without an apron)	0%	100%
New aprons (for a new driveway)	0%	100%
Replacement of an existing apron (as part of a 429 special assesment improvement project)	Refer to Special Assesment Policy	Refer to Special Assesment Policy
Replacement of an existing apron (only if the City Engineer and Public Works Supervisor has determined the City needs to participate in its cost sharing)	City to pay difference up to 100%	up to 50%
Replacement of an existing apron (for an existing driveway)	0%	100%

**SECTION V. SPECIAL ASSESSMENT STATUTES**

The City has the right to convert any of the above improvements into a special assessment improvement project. Please note that projects proceeding under Chapter 429 shall comply with the City's Special Assessment Policy.

**SECTION VI. APPEAL PROCESS**

Should a property owner wish to contest or appeal the City's level of participation, they may file a written appeal with the City Administrator within 5 days of receiving notification from the City of their cost to participate in the project. The City Administrator shall formulate a decision within 10 days of receiving the written notice of appeal.

**SECTION VII. ADOPTION**

This policy becomes effective upon adoption by the City Council.

ADOPTED 11/8/2010

**DANIEL B. JOHNSON**  
ATTORNEY AT LAW

**106 CHESTNUT ST. E., SUITE 102**  
**STILLWATER, MINNESOTA 55082-5116**

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Phone : (651) 895-2609  
Fax: (651) 304-1540  
Email: daniel.johnson@dbjlaw.com

October 19, 2010

Jonathan Nowaczek, Mayor  
City of Bayport  
294 North Third Street  
Bayport, MN 55003

Dear Jon:

This letter is to inform you that I hereby resign from my position as a Council Member for the City of Bayport effective immediately.

It has been an honor and a privilege to serve on the Bayport City Council for the past seven years with such dedicated colleagues and with such a wonderful staff. I am proud of the work that we have done together and I wish you all the very best!

Sincerely,



Daniel B. Johnson

cc: Mitchell Berg, City Administrator

**RESOLUTION NO. 10-\_\_**

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD  
NOVEMBER 8, 2010**

Pursuant to due call and notice therefore, a regular meeting of the City Council of the City of Bayport, Minnesota was duly held at Bayport City Hall in said municipality on the 8<sup>th</sup> day of November 2010, at 6:00 p.m.

The following members were present:

The following members were absent:

Council member \_\_\_\_\_ introduced the following amended resolution and moved its adoption:

**RESOLUTION ACCEPTING A RESIGNATION AND DECLARING A VACANCY ON  
THE BAYPORT CITY COUNCIL**

**WHEREAS**, the Bayport City Council has received the written resignation of Daniel Johnson, effective on October 19, 2010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
BAYPORT, MINNESOTA, AS FOLLOWS:**

1. The City Council accepts Daniel Johnson's resignation as described above.

The City Council declares that a vacancy exists on October 19, 2010.

The motion for adopting the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon roll call being taken thereon the following voted via voice:

Jon Nowaczek -	Torry Kraftson -
Connie Carlson -	Judy Seeberger -

Thereupon said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota, on this 8th day of November, 2010.

ATTEST:

\_\_\_\_\_  
Mitch Berg, City Administrator

\_\_\_\_\_  
Jon Nowaczek, Mayor



CITY OF BAYPORT  
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Date: November 1, 2010  
To: Mayor and City Council  
From: Mitch Berg, City Administrator  
Subject: **Boy Scout Lease Agreement**

### ***BACKGROUND***

The Boy Scouts of America Troup 113 of Bayport, Minnesota, has requested amending their lease agreement with the City of Bayport for their building near the entrance to Lakeside Park. They were having difficulty acquiring the necessary insurance of liability, since the local troop is not a separate legal entity, but is sponsored by both Bethlehem Lutheran Church and the Bayport American Legion.

As a result, the troop asked Bethlehem Lutheran Church if they would be willing to assume the lease on their behalf. In addition to changing the name of the "Lessee" from The Boy Scouts of America Troup 113 of Bayport to Bethlehem Lutheran Church, there were three other proposed changes to the lease:

- The city asked to have a reference under Section 4, Buildings and Improvements, which would require any exterior work, including but not limited to, construction of new buildings, additions or exterior remodeling, to follow all applicable local, state and federal zoning and building requirements.
- The troop asked to have the term of the lease extended from its 25-year lease (to end on October 31, 2016) to a 99-year lease to end on October 31, 2109.
- The city asked to have the limit for liability increased from \$300,000.00 to an amount no less than \$1,000,000.00.

After initially signaling to the church preliminary approval of these changes, the church approved the new lease agreement and requested this item be brought up for consideration at the November 8, 2010 Council meeting.

### ***RECOMMENDATION***

The property as identified in the lease agreement actually is not identified as part of the Lakeside Park Master Plan. As a result, staff sees no objection to a 99-year lease with the church. Nevertheless, I would like the City Council to be aware that whenever a 99-year lease is proposed, there is always the potential of binding a future council's ability to terminate or adjust the lease later down the road.

## LEASE AGREEMENT

This Agreement is made and entered into this 3rd day of November 2010, by and between the City of Bayport, 294 3rd St. N., Bayport, Minnesota, a Municipal Corporation ("Lessor"), and Bethlehem Lutheran Church, 490 4<sup>th</sup> St. N., Bayport, Minnesota ("Lessee"):

Lessor, in consideration of the rent hereinafter specified, and the covenants and agreements herein contained, by the Lessee to be performed, does hereby lease unto the Lessee those certain premises in the city of Bayport, County of Washington, State of Minnesota, described as follows:

That portion of land located in the Northeast quarter of section 11, Township 29 North, Range 20 bounded as follows:

On the North by the South right-of-way line of Central Avenue; On the East by a line one hundred fifteen (115) feet East and parallel with the centerline of the Union Pacific Railroad; On the South by a line one hundred seventy three (173) feet South and parallel with Central Avenue; On the West by the East right-of-way line of the Union Pacific Railroad.

Lessor reserves the right to gain access to the pump house located on said premises at any time and for any purpose without giving prior notice to Lessee.

To have and to hold unto the Lessee on the following terms and conditions:

1. **Term:** The term of this Lease shall be Ninety-Nine (99) years, beginning on the 1st day of November 2010, and ending on the 31st day of October 2109, and so long as the Lessor is the Boy Scouts of America Chartered Organization for Troop 113 of Bayport Minnesota, except as otherwise provided herein.
2. **Rental:** Lessee agrees to pay to Lessor as rent for the premises the sum of Ninety Nine Dollars (\$99.00), for the full term, which rent shall be paid in annual installments of One Dollar (\$1.00) per year, payable on or before November 1st of each year. Rent may be pre-paid for future years.
3. **Purpose:** The premises shall be used for Boy Scout activities and no other purpose, unless Lessee first obtains the written consent of Lessor, which written consent shall not be unreasonably withheld.
4. **Buildings and Improvements:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit the premises for such use, and all buildings, fixtures and improvements of every kind installed by Lessee shall remain the property of Lessee, who may remove them upon the termination of this lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises. Any exterior work, including but not limited to, construction of new buildings, additions or exterior remodeling shall require the Lessee to follow all applicable local, state and federal zoning and building requirements. In the event that the Lessee shall fail to remove the buildings, fixtures and improvements upon termination of this lease and after receipt of notice from Lessor, Lessor may remove them and dispose of them as it sees fit, and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in the buildings, fixtures, improvements and any personal property not removed by Lessee, for the sum of One Dollar (\$1.00).

5. All personal property, equipment and debris owned or generated by Lessee in connection with or related to Boy Scout activities shall be stored within the building located on said premises.
6. Repairs and Maintenance: Lessee represents that Lessee has inspected and examined the demised premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs upon the premises demised or any part of them excepting maintenance repairs and improvements to the lawn, landscaping and driveway; Lessee agrees to make all improvements and repairs, except as noted herein, at Lessee's sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the Lessee will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to leave the premises free from all nuisance and dangerous and defective conditions. Lessor agrees to maintain the lawn, landscaping and driveway area of the leased premises at Lessor's sole cost and expense.
7. Liability: Lessee shall save Lessor harmless from any loss, cost or damage that may arise in connection with this lease or the use of demised premises by Lessee, or his/her agents, or employees, or any other person using the premises, excepting there from, however, claims, penalties or demands to the extent arising from the negligent or willful acts or omissions of Lessor, Lessor's officers, employees, agents or invitees. Lessee agrees to deliver to Lessor upon the execution of this lease, certificates of insurance of a continuing public liability and property damage insurance policy reasonably satisfactory to Lessor, with limits of not less than One Million Dollars (\$1,000,000) combined single limit coverage for bodily injury and property damage liability, and shall keep the same in force during the term of this lease. No coverage shall be provided, however, for the negligent or willful acts or omissions of the Lessor, Lessor's officers, employees, agents or invitees.
8. Default: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the material terms or conditions agreed to be kept and performed by the Lessee, then in that event, Lessor may give Lessee sixty (60) days prior written notice of its intent to terminate this lease, specifying the default. In the event Lessee does not cure the default within this sixty (60) days period, the lease shall terminate, and Lessor may then enter upon the premises and remove all persons and property, and Lessee shall not be entitled to any money paid or any part of that money.
9. Waiver: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.
10. Compliance with Laws: Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the demised premises and their use.
11. Lessor May Enter: Lessee agrees that Lessor, its agents or employees, may enter upon the premises at any time during the term or any extension of it for the purpose of inspection, digging test holes, making surveys, taking measurements, or for any other lawful purpose. Lessor will take reasonable steps to ensure that such entry will not interfere with the use of the property by Lessee.
12. Successors in Interest: All of the terms, covenants and conditions contained here shall continue, and bind all successors in interest of Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

**City of Bayport, Minnesota**

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

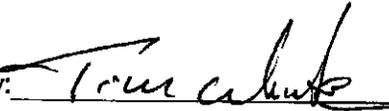
Jonathan Nowaczek, Mayor

Attest:

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

Mitch Berg, City Administrator

**Bethlehem Lutheran Church  
Bayport, Minnesota**

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

Tim While

Church Congregational President

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

Roger Knufeson

Chartered Organization Representative



CITY OF BAYPORT  
294 NORTH THIRD STREET  
BAYPORT, MINNESOTA 55003  
PHONE 651-275-4404 FAX 651-275-4411

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DATE: November 1, 2010  
TO: Mayor and City Council  
FROM: Mitchell Berg, City Administrator  
RE: Consider quotes for a survey of the ice road easement across Bayport Estates

### ***BACKGROUND***

I have been working with the Bayport Estates Homeowners Association throughout the year regarding the easement issue surrounding the "Ice Road" across their property. Now that the city has a new public easement agreement with the Waterford Condominium Association, staff can dedicate the time necessary to address Bayport Estates' concerns. Attached is correspondence from the association dated April 13, 2010, requesting that the city conduct a survey of their property affected by use of the road, along with imposing various restrictions on the road.

A partial survey was completed, but not recorded, on January 22, 1991. The survey, completed by Barry Stack, addressed only the portion of the "Ice Road" south of Mill Lot 25 (see attachment). The association is requesting that the city survey the rest of the road up to the right-of-way line of Maine Street. Staff believes this is a reasonable request as this probably should have been completed as a result of a court ruling issued in August 1990.

Barry Stack has offered to complete a full survey of the roadway for a cost not to exceed \$3,000.00. Quotes from other surveyors have been in the \$8,000.00-\$10,000.00 range.

### ***RECOMMENDATION***

Staff is recommending the city pay for the cost of surveying the remaining portion of the road (from Maine Street to Mill Lot 25), along with updating the existing 1991 survey, which surveyed the portion of the Ice Road from the Mill lot line of 25 down to the rivers edge, and to engage Barry Stack to conduct it.

#### Attachments:

- Letter dated April 13, 2010
- January 22, 1991 Survey
- A map showing a Preliminary Plat of Bayport Estates showing the location of the "Ice Road"

## Mitchell Berg

---

**From:** Mary [marylanz@comcast.net]  
**Sent:** Tuesday, April 13, 2010 6:01 PM  
**To:** Mitchell Berg  
**Subject:** Ice Road Proposal

Hi Mitch,

The Bayport Estates Homeowners Association met in March and approved the following proposal to the City of Bayport concerning the Ice Road that travels through our Association property:

An easement was granted to the City of Bayport in 1966, that allows a public road through Outlot A, and Block 2 of (the original) Bayport Estates property, for the purpose of a public road to be used for access to Lake St. Croix (St. Croix River) when the lake is ice covered, for travel to ice fishing houses, for ice fishing, and for travel across the River to Wisconsin.

A court case in 1990 re-affirmed that this is a public road. And also noted that "The City is making no claim to any property other than that of the road itself." And re-affirmed that the property on either side of the public road is private land.

However, the roadway that is actually used by motorists is not in accordance with the easement abstract as noted in Book 298 of the Book of Deeds. The easement follows an approximately north - south direction. The actual roadway used has "spread" to encompass land starting at the actual easement, then going northeast to the pipeline and sewer easements that run to Lake St. Croix. The two sites are over 200 feet apart, and the public uses all the land. However, most of it is private Bayport Association property.

1) Our Association proposes that the City of Bayport conduct a survey of the property in Bayport Estates affected by use of the Ice Road, and propose a dedicated 30 foot Ice Road easement for: Outlot A to be located near the current utility easements, and to continue the 30 foot roadway to connect with Maine Street which will run through lots 1 and 2 of (the original) Bayport Estates. The Association understands that the Ice Road is a public road, but official and accurately sited road easements have never been established, recorded, and used by the public for the roadway. We propose that this be done.

2) We propose, once the entire 30 foot road easement for the Ice Road has been agreed upon by Bayport Estates and the City of Bayport, that the City:

- A. Block access to the entrance, and close the Ice Road at the Soo Line Railroad tracks, when Lake St. Croix is not ice covered.
- B. Post a Dead End sign near the railroad tracks notifying motorists of the Dead End early enough to allow them to turn around on the public street - and not travel on private Bayport Estates property to turn around.
- C. Establish a safe speed limit, under 25 miles per hour, for the road and post signs on the road to that effect.
- D. Establish a weight limit for the road and post a sign(s) to that effect.
- E. Post No Parking, No Trespassing Private Land, and No Turnaround signs along the Ice Road. The Bayport Police will enforce these regulations.

I'd like to set up a time to discuss this further, and answer any questions. Please let me know a time that is convenient to meet to discuss our proposal.

Thanks Mitch,

Mary Lanz  
Bayport Estates

# CERTIFICATE OF SURVEY

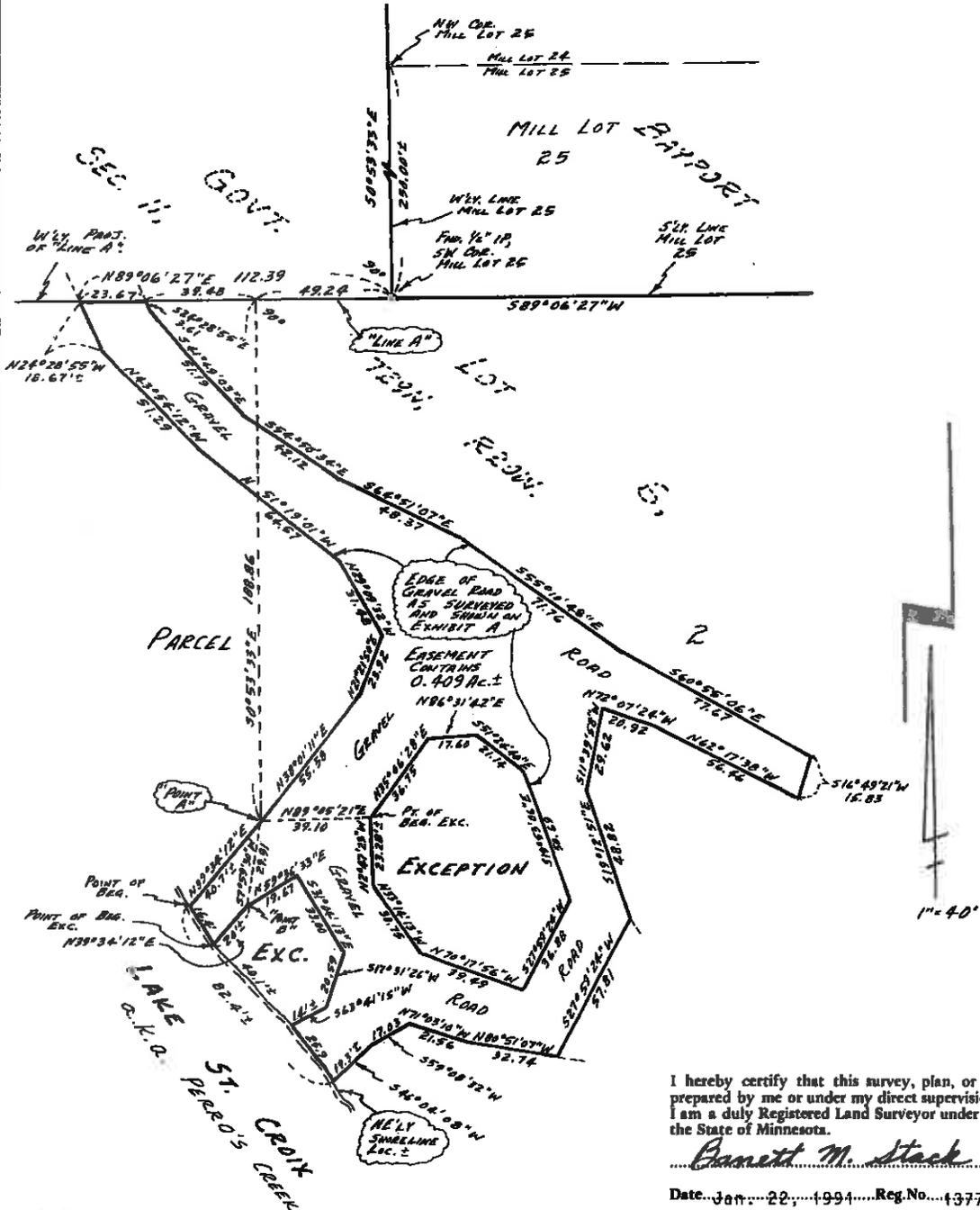
**BARRETT M. STACK**  
 STILLWATER, MINN. 55082  
 MINNESOTA REGISTERED  
 LAND SURVEYOR  
 Tel. No. 439-5630

**JOB NO:** None

**SURVEY MADE EXCLUSIVELY FOR:** The City of Bayport, City Hall, Bayport, Minnesota 55003

**DESCRIPTION:** See Sheet 1 of 2 Sheets for Proposed Public Road Easement Description:

**NOTES:** ● Indicates survey monument found in place as noted.  
 Orientation of this bearing system is assumed.  
 Proposed Public Roadway Easement contains 0.409 acres, more or less, subject to easements of record. See that certain Certificate of Survey prepared for LANDFALL, Inc., by Stigar-Roscoe-Fausch, Inc., Consulting Engineers and Land Surveyors, dated June 27, 1988, for details of the location of these other recorded easements. The proposed Public Roadway Easement Description is part of Parcel 2 description as shown on said Certificate of Survey.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

*Barrett M. Stack*

Date: Jan. 22, 1994 Reg. No. 43774





**CITY OF BAYPORT**  
**294 NORTH THIRD STREET**  
**BAYPORT, MINNESOTA 55003**  
**PHONE 651-275-4404 FAX 651-275-4411**

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**DATE:** November 3, 2010  
**TO:** Mayor and City Council  
**FROM:** Mitchell Berg, City Administrator  
**RE:** **Consider quotes to complete a pavement management study**

***BACKGROUND***

As part of the 2010 CIP, the City budgeted approximately \$15,000.00 to complete a pavement management study that will be very beneficial in prolonging the life of our city streets. The purpose of the study is to assist the City in prioritizing its annual street maintenance budget. The study will also help by identifying which streets need maintenance as the City faces aging infrastructure issues and less money for repairs.

The last time the City conducted a pavement management study was approximately 22 years ago. In cities which I have previously worked, we conducted a pavement study every other year. As a result, I am a huge proponent of completing a study for the City of Bayport.

The City sent out a Request for Quotes to have the study completed by an outside consultant. The opening of the quotes was held on November 1, 2010, with the following firms submitting a quote:

<b>Firm</b>	<b>Quote</b>
S.E.H.	\$ 16,000.00
Good Pointe Tech	\$ 9,915.00
City of Stillwater	\$ 9,800.00
I&S Group	\$ 5,500.00

***RECOMMENDATION***

As a result of the quotes, staff is recommending I&S Group complete the pavement management study at a cost not to exceed \$5,500.00.



**CITY OF BAYPORT**  
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DATE: November 1, 2010  
TO: Mayor and City Council  
FROM: Mitch Berg, City Administrator  
RE: City Administrator's Report

#### **Year to Date Budget**

I have been reviewing the 2010 budget with the department heads and while I am still awaiting projected year end figures, I am pleased to say I anticipate expenditures to be slightly less than 2% over the amended budget for 2010. I want to emphasize the City reduced expenditures in April by approximately 9%, therefore while the year end 2010 expenditures are projected to be slightly higher than what was anticipated, the projected year end expenditures will be approximately 7% lower than what was originally budgeted from 2010.

While reviewing the revenue portion of the 2010 budget, I found that the city will collect approximately \$90,000 less in taxes this year, as compared with past years. After researching the matter, it appears that Andersen Corporation was successful in appealing their Estimated Market Value (EMV) from approximately \$20,000,000 to \$12,600,000 for 2007, 2008, and 2009, which accounts for a majority of the shortfall. Although this was not anticipated, I am pleased to say that most other revenue sources will most likely exceed initial projections, which will offset this shortfall. It appears Andersen Corporation may seek further reductions in their EMV in upcoming years; however I cannot foresee the outcome having as noticeable of an impact to taxes as it did this year.

To help keep the budget in line, I have directed staff to rethink or delay all major purchases and expenditures, when possible. However, tax stabilization funds or a portion of the undesignated fund balance may need to be used to offset shortfalls in revenue.

#### **City Administrator's Performance Evaluation**

I received performance evaluations from three of the five City Councilmembers on my first year of employment with the City. An aggregate rating of 7.97 (out of a scale of 1-9) was given for my performance. As such, I am eligible for a step increase, per the salary step schedule which was approved by City Council for all full-time City employees. Should any individual Councilmember wish to view any of the performance evaluations, they may do so by contacting Sara Taylor.

#### **Finance Officer's Performance Evaluation**

I have completed a performance evaluation of Wanda Madsen on her third year of employment with the City and have found her performance to be good. As such, she is eligible for a step increase, per the salary step schedule approved by City Council for all full-time City employees.

**Update on some of the activities I (and staff) have been working on since the last City Council meeting:**

- Met with the DNR to begin identifying the feasibility of some of the goals and objectives of the Riverfront Advisory Commission
- Met with a representative from Washington County to discuss the county's legacy program
- Prepared and sent out a RFP for auditing services and met with a number of interested parties
- Prepared and sent out a RFP for a Pavement Rating Study
- Prepared and sent out a RFP for the 2<sup>nd</sup> Avenue curb, gutter, and stormwater improvement project
- Conducted a performance review of the Finance Officer (see above comment)
- Submitted various correspondences to residents
- Met with the City Engineer on a proposed I&I grant and participated in the bid opening for the I&I work to be done in conjunction with the grant
- Met with the Bayport Senior Organization and spoke on elections and the budget

**Here are some of the highlights of some of the other activities I (and staff) have done:**

- Police Chief Laura Eastman estimated approximately 400 children participated in the Halloween Tunnel of Terror and attended the Fire Department's Open House. The Open House was put on with assistance from the Lakeview Ambulance service. I want to give out a special acknowledgement to Chief Eastman and the Fire Department for their efforts in making this a safe and happy Halloween.
- Assistant City Administrator Sara Taylor has been busy training the election judges and preparing for the November 2, 2010 election. There have been numerous changes in election procedures, as a direct result of the 2008 Minnesota Senate election and recount. I want to give out a special acknowledgement to Sara for her work on the primary and general elections.
- Intern Yaminah Oliver did a fabulous job putting together the Emerald Ash Borer workshop with the City Forester for Oak Park Heights and Stillwater. Copies of the material are on the City's website
- Assistant City Administrator Sara Taylor also did a fantastic job putting together the latest City newsletter, which went out just a few weeks ago. Access to this newsletter, as well as an archive of previous city newsletters is available on the City's website.

**Items of interest for the City Council:**

- The League of MN Cities is hosting a dinner in Brooklyn Park on November 17, 2010 to update both staff and elected officials on issues related to city/state government in our region. Councilmembers interested in attending should contact me no later than November 10, 2010, as an RSVP is required.