

**CITY OF BAYPORT  
CITY COUNCIL MEETING  
Council Chambers, 294 North 3<sup>rd</sup> Street  
August 2, 2010**

**REGULAR MEETING**

**6:00 P.M.**

**CALL TO ORDER**

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

**APPROVAL OF AGENDA**

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

1. July recycling award given to Terry Anderson
2. Night to Unite to be held Tuesday, August 3, 2010, 5:00 p.m. at Lakeside Park

**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**

Consider a resolution adopting items 1 through 14

- |   | <u><b>TAB #</b></u> |
|---|---------------------|
| 1. July 6, 2010 City Council regular meeting minutes  | 1                   |
| 2. July payables and receipts   | 2                   |
| 3. July building, plumbing and mechanical permits report  | 3                   |
| 4. Renewal of 2:00 a.m. on-sale liquor license for Woody's Bar and Grill located at 109 3 <sup>rd</sup> Street North, Bayport, Minnesota 55003    | 4                   |
| 5. Acceptance of grant for alcohol compliance checks at Bayport establishments  | 5                   |
| 6. Temporary on-sale liquor license for Bayport Marina located at 200 5 <sup>th</sup> Avenue South, Bayport, Minnesota on August 14, 2010         | 6                   |
| 7. Special event application for Church of St. Charles Oktoberfest fundraiser on Saturday, October 9, 2010 at Perro Park                          | 7                   |
| 8. Temporary on-sale liquor license for Church of St. Charles located at 409 3 <sup>rd</sup> Street North, Bayport, Minnesota on October 9, 2010  | 8                   |
| 9. Acceptance of Stillwater School District's request to terminate its role as fiscal agent for the St. Croix Valley Area Community Family Center | 9                   |
| 10. Purchase of turnout gear for the Fire Department  | 10                  |
| 11. Re-appointment of Mike Bell as Fire Chief of the Bayport Fire Department  | 11                  |
| 12. Fireworks display permit for BCAL Derby Days on Saturday, September 18, 2010  | 12                  |

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- 14. Municipal Recycling Grant Agreement with Washington County for 2010-2011 14

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**COUNCIL LIAISON REPORTS**

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

- 1. Consider vacation of easement and revised Easement Agreement for access to "Ice Road" 16
- 2. Consider TIF analysis and financial analysis report 17
- 3. Consider early retirement application and separation agreement for Vern Thompson 18

**NEW BUSINESS**

- 1. Consider rezoning existing parcels of St. Michael's Cemetery to R-2 Single-family Urban, located on 6<sup>th</sup> Street North 19
- 2. Consider establishing a public hearing to review the requested vacation of public rights-of-way located within St. Michael's Cemetery at the September 7, 2010 City Council meeting 20
- 3. Consider adopting a PERA leave certification program for non-union, full-time city employees 21

**2011 BUDGET**

- 1. Consider recommendations from the August 2, 2010 Special City Council Budget Workshop

**COUNCIL ITEMS AND ANNOUNCEMENTS**

**CITY ADMINISTRATOR ITEMS AND ANNOUNCEMENTS**

- 1. City Administrator update 22

**ADJOURNMENT**

## **Night to Unite 2010 Proclamation**

**WHEREAS, the Minnesota Crime Prevention Association, along with AAA of Minnesota/Iowa, and local law enforcement agencies are sponsoring a statewide program called Night to Unite on August 3, 2010; and**

**WHEREAS, Night to Unite is designed to get to know one another in your neighborhood, build neighborhood involvement by bringing police and communities together; and to bring an awareness to crime prevention and local law enforcement efforts; and**

**WHEREAS, Night to Unite supports the idea that crime prevention is an inexpensive, effective tool in strengthening police and community partnerships; and**

**WHEREAS, Night to Unite provides opportunities to celebrate the ongoing work of law enforcement and neighborhoods in Bayport by working together to fight crime and victimization and increase public safety for all citizens; and**

**WHEREAS, the citizens of Bayport play an important role in assisting the Bayport Police Department through joint crime, drug and violence prevention efforts;**

**NOW, THEREFORE, I Jonathan Nowaczek do hereby call upon all citizens in Bayport to participate in Night to Unite on August 3, 2010.**

**FURTHER, LET IT BE RESOLVED THAT I Jonathan Nowaczek hereby proclaim Tuesday, August 3, 2010, Night to Unite in Bayport.**

**Proclaimed this 2nd day of August**

Signed \_\_\_\_\_

**RESOLUTION NO. 10-**

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF  
BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD  
AUGUST 2, 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 2<sup>nd</sup> day of August 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 1-14 FROM THE  
AUGUST 2, 2010 CITY COUNCIL AGENDA**

1. July 6, 2010 City Council regular meeting minutes
2. July payables and receipts
3. July building, plumbing and mechanical permits report
4. Renewal of 2:00 a.m. on-sale liquor license for Woody's Bar and Grill located at 109 3<sup>rd</sup> Street North, Bayport, Minnesota 55003
5. Acceptance of grant for alcohol compliance checks at Bayport establishments
6. Temporary on-sale liquor license for Bayport Marina located at 200 5<sup>th</sup> Avenue South, Bayport, Minnesota on August 14, 2010
7. Special event application for Church of St. Charles Oktoberfest fundraiser on Saturday, October 9, 2010 at Perro Park
8. Temporary on-sale liquor license for Church of St. Charles located at 409 3<sup>rd</sup> Street North, Bayport, Minnesota on October 9, 2010
9. Acceptance of Stillwater School District's request to terminate its role as fiscal agent for the St. Croix Valley Area Community Family Center
10. Purchase of turnout gear for the Fire Department
11. Re-appointment of Mike Bell as Fire Chief of the Bayport Fire Department
12. Fireworks display permit for BCAL Derby Days on Saturday, September 18, 2010
13. Purchase of trash basket for Inspiration lift station
14. Municipal Recycling Grant Agreement with Washington County for 2010-2011

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 2<sup>nd</sup> day of August, 2010.

ATTEST:

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

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

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

**CALL TO ORDER**

Pursuant to due call and notice, Mayor Nowaczek called the regular City Council meeting of July 6, 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, 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 July 6, 2010 agenda. Motion carried.

**PROCLAMATIONS/COMMENDATIONS/PETITIONS**

1. The June recycling award was given to Dan Peulen.

**OPEN FORUM**

1. Kathy Saltzman, Minnesota State Senator from District 56, and Minnesota State Representative Julie Bunn provided legislative updates, including information on the moratorium on local fly ash disposal sites and decision-making authority along the St. Croix River. Councilmembers expressed gratitude for assistance rendered by both legislators.

**CONSENT AGENDA**

Mayor Nowaczek read items 1-5 on the consent agenda.

1. June 7, 2010 City Council regular meeting minutes
2. June payables and receipts
3. June building, plumbing and mechanical permits report
4. Special event application from BCAL for Derby Days on Saturday, September 18, 2010
5. Authorization to fill vacancies on the Fire Department

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

**Resolution 10-13**

**A RESOLUTION APPROVING CONSENT AGENDA ITEMS 1-5 FROM THE  
JULY 6, 2010 CITY COUNCIL AGENDA**

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

Jon Nowaczek – aye  
Connie Carlson – aye  
Dan Johnson – aye

Torry Kraftson – aye  
Judy Seeberger – aye

### **RIVERFRONT ADVISORY COMMISSION REPORT**

Commissioner Lanz summarized the proceedings of the June 8, 2010 meeting. She noted that each commissioner was assigned to bring a vision and list of goals for the riverfront to the Tuesday, July 13, 2010 meeting at City Hall. The public is encouraged to attend.

### **COUNCIL LIAISON REPORTS**

Councilmember Seeberger reported on the June 21, 2010 Planning Commission, noting that the application for an ordinance amendment and conditional use permit to allow a limited transit vehicle storage facility at 204 2<sup>nd</sup> Avenue South was withdrawn prior to the meeting, with the intent to resubmit a more detailed application requesting maintenance to be performed at the site. She noted that the Planning Commission recommended a conditional use permit for 174 3<sup>rd</sup> Street South to allow automotive sales and open lot outdoor display. On a related note, Mayor Nowaczek noted there were three new residential construction permits issued in June.

Councilmember Kraftson reported that the Middle St. Croix Watershed Management Organization (MSCMWO) did not meet in June, and the next meeting is scheduled for Thursday, July 8, 2010, 7:00 p.m., at the Valley Ridge Mall.

Councilmember Johnson was unable to attend the June 24, 2010 meeting of the Library Board; however, he noted appointing a new member to the board will be acted upon later in this meeting. The next meeting is scheduled for Thursday, July 22, 2010, 6:00 p.m. at the library and the public is invited to attend.

Councilmember Johnson reported on the June 30, 2010 meeting of the Lower St. Croix Partnership. The meeting was held at the Lakeside Park beach house and the members were impressed with the facility. The Minnesota and Wisconsin Department of Natural Resources (DNR) agencies will be sponsoring a boat cruise on the St. Croix River on Wednesday, July 21, 2010, 6:00-9:00 p.m., departing from the Hudson Cruise Lines dock. The cost is \$15, which includes a light supper. Registrations can be made through the Minnesota DNR, at [stcroixriverassociation.org](http://stcroixriverassociation.org), and a registration link will be added to the City of Bayport's website.

Councilmember Carlson reported that the next meeting of the Joint Cable Commission has not yet been scheduled.

### **PUBLIC HEARING**

Consider vacation of easement and revised Easement Agreement for access to "Ice Road": Mayor Nowaczek explained that the public hearing does not pertain to the existence of the "ice road," rather the vacation easement and revised agreement update maps and the legal description of the road as it is actually used. Administrator Berg noted that notification of the public hearing was sent to abutting property owners, as directed by state statute. He noted there are minor discrepancies in the legal description of the existing easement as published in the public hearing notice. Upon review of the easement language by the city attorney and Waterford attorney, it was recommended to move forward with the public hearing and insert the correct easement description in the recorded documents, if the City Council approves the easement vacation and revised easement agreement.

Mayor Nowaczek opened the public hearing and the following were heard:

Harold Radke, 521 Mariner Drive, questioned whether this road would continue to be the only winter access to the river and whether a 20-foot easement was wide enough to allow vehicles to pass safely.

Chris Hayner, 11 Point Road and owner of a unit in Waterford Condominiums, had concerns with the easement agreement language indicating “for ingress and egress to the St. Croix River.” He stated the Waterford property goes to Maine Street on the west side, not to the river, and he would like the agreement changed to read Maine Street, to avoid possible misinterpretation of where people can drive on the Waterford property, and to be consistent with the legal description. Mr. Hayner also expressed his concern with vehicles being able to safely pass each other on a substandard 20-foot easement road and proposed options that would provide a safer route to and from the river.

Don Harvieux, 595 Lakeside Drive South, questioned whether the city had considered alternatives for access to the river and the liability issues surrounding the ice road. He noted he was involved in a motor vehicle accident this past winter when a vehicle using the ice road broadsided his vehicle near the top of the ice road.

Nancy Nelson, President of the Waterford on the St. Croix Condominium Association, stated that the association board had approved the easement agreement, provided the easement language is corrected and Waterford’s indemnification for liability issues is clarified.

It was moved by Councilmember Seeberger and seconded by Councilmember Carlson to close the public hearing. Motion carried.

Discussion followed on the indemnification language, the safety issue of maintaining a 20-foot roadway, and adding signage and snowplowing beyond the 20-foot easement. Ms. Nelson indicated the association board would need to approve additional language relating to any proposed activity outside the 20-foot easement. Mayor Nowaczek noted that additional easement issues, including those involving Bayport Estates and Mr. Harvieux’s concerns, would be handled separately from tonight’s public hearing.

It was moved by Councilmember Johnson and seconded by Councilmember Kraftson to continue consideration of this matter to the August 2, 2010 meeting, with direction to the city attorney to modify paragraph 5, Maintenance, of the easement agreement that would allow the city to post necessary signage for safe use of the easement and to remove snow through conventional methods from the entire easement. Motion carried.

Mr. Radke commented that he appreciated the City Council’s recommendation to post signage along the ice road, noting vehicles have left ruts along the easement when they pull off to allow safe passing. He also suggested the city should take full ownership of the ice road, which would free the Waterford Condominium owners from liability issues.

## **UNFINISHED BUSINESS**

Consider an appointment to the Library Board: Administrator Berg noted that the city did not receive any additional applications for the position and recommended that applicant Amy Zimmer be appointed to fill the vacancy on the Library Board. Councilmember Johnson encouraged residents to inform city staff if they are interested in serving on city committees or boards.

It was moved by Councilmember Carlson and seconded by Councilmember Johnson to appoint Amy Zimmer to the Bayport Library Board. Motion carried.

**NEW BUSINESS**

Consider a conditional use permit (CUP) to allow automotive sales and open lot outdoor display at 174 3<sup>rd</sup> Street South: Assistant City Administrator/Planner Taylor reviewed the application for a conditional use permit (CUP) to allow automotive sales and open lot outdoor display for this property located in the B-2 Central Business district. She noted that in 2008, the property owner was granted variances to construct a new two-story office/retail building; however the owner has been unable to construct the building due to the economic market. The owner is developing a long-term plan for the site and would like to lease the site short-term for onsite and online sale of automobiles and recreational vehicles. A CUP is required for automotive sales and outdoor display in this zoning district. The proposed business hours and business plan improvements were reviewed. The owner is requesting deferral of major required site improvements for one year, to avoid the cost of substantial improvements, and to allow time to develop the long-term business plan, which may not include automotive sales. Staff recommended approval of the CUP and deferral of the major site improvements for one year. At the June 21, 2010 public hearing, the Planning Commission recommended allowing the sale and outdoor display of recreational vehicles, with no restrictions on the outdoor display of vehicles. Staff, however, recommended the City Council specify a limitation on the total number of vehicles permitted for open lot display at any given time and suggested a limit of 20 vehicles as designated on the site plan. Staff also recommended that an 8-foot solid wood fence be installed along the west and north property lines, as suggested by the adjacent property owners, as a condition of approval. Planner Taylor noted that the CUP would be reviewed in one year, at which time the conditions could be modified. Discussion followed on open lot outdoor display restrictions, future potential for the property, a possible moratorium on automobile sales, visibility issues, and securing recreational vehicles during non-business hours.

Jeff Hause, property owner, stated that restricting the number of displayed automobiles and recreational vehicles may prohibit the applicant from opening the business. He requested flexibility from the City Council and indicated their intent is to have an esthetically pleasing display lot.

Councilmember Kraftson introduced the following resolution, with the findings of fact and conditions of approval as presented by staff, adding an unlimited number of vehicles could be displayed within the spaces designated as display parking in accordance with the drawing as submitted with the conditional use application, and moved its adoption. He amended the motion to revise the findings of fact, item D, to read: "General business hours will be Monday through Saturday, 9:00 a.m. – 9:00 p.m. The outdoor open lot display shall be contained within the area delineated on the approved site sketch."

**Resolution 10-14**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW AUTOMOTIVE SALES AND OPEN LOT OUTDOOR DISPLAY AT 174 3<sup>RD</sup> STREET SOUTH, LEGALLY DESCRIBED AS BLOCK 71, LOTS 7-9, EXCEPT TO BAYPORT FOR ROAD ON LOT 9, BAYPORT, WASHINGTON COUNTY, MINNESOTA**

The motion for adopting the amended 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    |                      |

Councilmembers clarified that the motion includes 24-hour outdoor lot display of all vehicles and that the property owner is responsible for the maintenance of the wooden fence.

Consider an ordinance amendment to Appendix D – Fee Schedule regarding park use and special event fees: Administrator Berg reviewed proposed fees for exclusive use of the city's ball fields, volleyball courts, soccer fields and tennis courts; the addition of a reduced special event application fee of \$15.00 for public entities and non-profit organizations; and an increase from \$10.00 to \$25.00 for an annual boat trailer parking sticker. He stated that the St. Croix Valley Athletic Association, which reserves the majority of the fields for exclusive use, understands the need for the proposed fees. Staff recommended approval of the ordinance amending the fee schedule. Discussion followed on offering a reduced rate schedule for public entity/non-profit organizations requesting to reserve park fields and courts. Administrator Berg stated he would follow-up with the Public Works department regarding completion of the new volleyball court.

Councilmember Kraftson introduced the following ordinance, amending the park usage fees for the two Barker's Alps ball fields, Lakeside Park and Perro Park ball fields, and Barker's Alps soccer field to a seasonal maximum of up to \$50.00, and moved its adoption:

**Ordinance #817**

**AN ORDINANCE OF THE CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA,  
AMENDING APPENDIX D, FEE SCHEDULE,  
OF THE BAYPORT CITY CODE**

The motion for adopting the amended foregoing ordinance was duly seconded by Councilmember Carlson 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 an ordinance amendment to Chapter 2 – Administration regarding City Council wages: Administrator Berg reviewed a proposed ordinance that would freeze wages for City Councilmembers in 2011 and explained the legislative statutes affecting such action. He indicated individual councilmember requests to adjust 2010 wages could be handled administratively. Discussion followed on options for adjusting salaries in 2010 and the importance of the wage freeze in light of the reduction in city staff paid hours.

Councilmember Kraftson introduced the following ordinance and moved its adoption:

**Ordinance #818**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION II,  
OF THE BAYPORT MUNICIPAL CODE REGARDING  
MAYOR AND CITY COUNCIL SALARIES**

The motion for adopting the foregoing ordinance was duly seconded by Councilmember Carlson 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 the City of Bayport Strategic Planning Report: Councilmembers discussed the report that summarizes the three sessions conducted with the City Council and city staff, noting it is a guiding document that will be used during an upcoming 2011 budget workshop. Residents were encouraged to review the document at City Hall or on-line at the city's website, [www.ci.bayport.mn.us](http://www.ci.bayport.mn.us).

It was moved by Councilmember Carlson and seconded by Councilmember Seeberger to adopt the 2010 Strategic Planning Report. Motion carried.

Consider establishing an early retirement incentive program for city employees: Administrator Berg reviewed the criteria and terms of a proposed early retirement program, offered as a means to help offset the city's budget shortfall. He indicated three employees are eligible to participate and that both unions have agreed to the terms of the program. Employees who elect to participate in the program would enter into a formal separation agreement with the city, and the separation agreement(s) would be approved by the City Council. Discussion followed on the impact the early retirement incentive program may have on staffing levels, with a hiring freeze in effect.

It was moved by Councilmember Kraftson and seconded by Councilmember Carlson to approve the establishment of an early retirement incentive program for city employees as documented in the staff memorandum dated June 22, 2010. Motion carried.

### **COUNCIL ITEMS AND ANNOUNCEMENTS**

1. Councilmember Seeberger recognized Chief Eastman and the Police Department for organizing the recent Citizen's Academy. She stated it was a very successful and informative program and encouraged residents to take advantage of the program when it is offered again. Councilmember Carlson also acknowledged the merits of the Citizen's Academy.
2. Councilmember Seeberger provided an update on the Beyond the Yellow Ribbon campaign, noting that the community is embracing the campaign, including efforts by the residents of Croixdale.

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

City Administrator update: Administrator Berg noted that seal coating will begin in August; Yaminah Oliver, a Hamline University graduate student, is interning at City Hall this summer on Tuesday and Thursday; and work on the City Hall roof will begin the week of July 12, 2010.

Set a budget workshop for August 2, 2010 at 4:30 p.m.: Councilmembers discussed meeting date options and decided to proceed with the workshop on August 2<sup>nd</sup>, although Councilmember Kraftson will not be able to attend.

It was moved by Councilmember Seeberger and seconded by Councilmember Carlson to set a budget workshop for Monday, August 2, 2010, at 4:30 p.m. Motion carried.

### **ADJOURNMENT**

It was moved by Councilmember Carlson and seconded by Councilmember Kraftson to adjourn the meeting at 8:50 p.m. Motion carried.

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City Administrator/Clerk

CITY OF BAYPORT

REVENUE SUMMARY YTD THRU 07/31/10

FUND	FUND Descr	2010 Budget	2010 YTD Amt	2010 % of Budget	2010 % of Budget Remain
101	GENERAL	\$1,892,354.12	\$885,486.93	46.79%	53.21%
102	STREET RECONSTRUCTION	\$0.00	\$0.00	0.00%	0.00%
103	G O 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	\$1,850.53	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	\$3,274.19	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	\$9,000.00	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	\$93,636.01	36.61%	63.39%
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	\$68,578.80	22.31%	77.69%
602	SEWER	\$680,241.00	\$213,942.93	31.45%	68.55%
800	INVESTMENTS-POOLED	\$0.00	\$246,655.99	0.00%	0.00%
803	P & Z ESCROWS	\$0.00	\$100,772.81	0.00%	0.00%
851	NON EXP TRUST	\$0.00	\$0.00	0.00%	0.00%
		\$3,135,845.12	\$1,696,143.93	54.09%	45.91%

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CITY OF BAYPORT

07/29/10 11:37 AM

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MONTHLY RECEIPTS

Period Name: JULY

FUND	Tran Date	Amount	Refer Comments	Account Descr
<b>FUND 101 GENERAL</b>				
101	7/8/2010	\$365,358.51	22 2010 TAX SETTLEMENT	R 101-00000-31000 GENERAL
101	7/15/2010	\$50.00	28 BAYPORT MARINA ASSOC. - TEMP LIQ	R 101-00000-32100 BUSINES
101	7/15/2010	\$50.00	997 LIQUOR - TEMP (PER DAY) St. Charles C	R 101-00000-32100 BUSINES
101	7/7/2010	\$250.00	1005 ADMINISTRATIVE FEES (POLICE) BAYP	R 101-00000-33100 ADMINIST
101	7/14/2010	\$13.58	1039 ADMINISTRATIVE FEES (POLICE) RAND	R 101-00000-33100 ADMINIST
101	7/27/2010	\$167,614.00	48 LGA	R 101-00000-33401 LOCAL G
101	7/27/2010	\$1,330.00	48 PERA RATE INCREASE AID	R 101-00000-33402 PERA RA
101	7/15/2010	\$25.00	32 ACCESS INFORMATION - SEARCH FEE	R 101-00000-34105 USER FE
101	7/21/2010	\$1.50	33 CASH - COPIES	R 101-00000-34105 USER FE
101	7/8/2010	\$12,237.04	22 2010 TAX SETTLEMENT	R 101-00000-36101 SPECIAL
101	7/8/2010	\$469.29	22 2010 TAX SETTLEMENT	R 101-00000-36103 SPEC AS
101	7/12/2010	\$2,100.00	1017 SAC	G 101-20102 S A C CHARGE
101	7/20/2010	\$2,100.00	1066 SAC	G 101-20102 S A C CHARGE
101	7/15/2010	\$5.00	27 AUTOMATIC GARAGE DOOR	G 101-20104 STATE SURCHA
101	7/15/2010	\$3.25	30 TIM BARKER - ROOFING PERMIT	G 101-20104 STATE SURCHA
101	7/15/2010	\$37.61	31 BERWALD ROOFING COMPANY	G 101-20104 STATE SURCHA
101	7/27/2010	\$5.00	44 ST. CROIX PLUMBING - PLUMBING PER	G 101-20104 STATE SURCHA
101	6/30/2010	\$0.50	978 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/6/2010	\$9.00	986 BUILDING SURCHARGE Shimota Project	G 101-20104 STATE SURCHA
101	7/6/2010	\$40.00	988 BUILDING SURCHARGE Group 41, #4360	G 101-20104 STATE SURCHA
101	7/7/2010	\$9.19	992 BUILDING SURCHARGE Lindus Construct	G 101-20104 STATE SURCHA
101	7/7/2010	\$115.90	998 BUILDING SURCHARGE PARKOS CONS	G 101-20104 STATE SURCHA
101	7/12/2010	\$116.00	1017 BUILDING SURCHARGE Rottlund Homes,	G 101-20104 STATE SURCHA
101	7/12/2010	\$5.00	1020 PLUMBING SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	7/13/2010	\$0.58	1035 BUILDING SURCHARGE Inspired Chiropr	G 101-20104 STATE SURCHA
101	7/14/2010	\$5.00	1037 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/19/2010	\$5.00	1057 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/19/2010	\$5.00	1060 PLUMBING SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	7/20/2010	\$10.78	1062 BUILDING SURCHARGE Fischer Compani	G 101-20104 STATE SURCHA
101	7/20/2010	\$5.00	1064 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/20/2010	\$189.50	1066 BUILDING SURCHARGE ROTTLUND HO	G 101-20104 STATE SURCHA
101	7/26/2010	\$5.00	1079 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/26/2010	\$5.00	1080 PLUMBING SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	7/28/2010	\$5.00	1091 MECHANICAL SURCHARGE - RESIDENT	G 101-20104 STATE SURCHA
101	7/21/2010	\$13.75	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	7/15/2010	\$175.80	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	7/17/2010	\$20.62	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	7/29/2010	\$10.31	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	7/27/2010	\$24.06	24 State Sales Tax	G 101-20603 SALES TAX PAY
101	7/15/2010	\$3.44	29 MATTHEW DIOIA - BEACH HOUSE REN	G 101-20603 SALES TAX PAY
101	7/14/2010	\$38.20	1042 DELTA DENTAL MIKE MCGUIRE CK # 43	G 101-27107 DELTA DENTAL
101	7/21/2010	\$872.75	40 PAT LOGAN - HEALTH PARTNERS CHOI	G 101-27109 MEDICA
101	7/21/2010	\$872.75	40 PAT LOGAN - HEALTH PARTNERS CHOI	G 101-27109 MEDICA
101	7/21/2010	\$872.75	40 PAT LOGAN - HEALTH PARTNERS CHOI	G 101-27109 MEDICA
101	7/7/2010	\$33.31	1003 MEDICA KENT FARNHAM CK#108904418	G 101-27109 MEDICA
101	7/14/2010	\$509.65	1042 MEDICA MIKE MCGUIRE CK # 4375	G 101-27109 MEDICA
101	7/14/2010	\$14.50	1042 LIFE INS. - MIKE MCGUIRE CK # 4375	G 101-27118 LINCOLN LIFE
101	7/7/2010	\$58.34	1004 HEALTH SAVING ACCT. KENT FARNHA	G 101-27122 H S A
101	7/14/2010	\$208.34	1042 HEALTH SAVING ACCT. MIKE MCGUIRE	G 101-27122 H S A
101	7/21/2010	\$1,000.00	35 SCHOLARSHIP FUNDS - C ONTAINERS	R 101-41240-36230 DONATIO
101	7/13/2010	\$50.00	1034 CONTRACTOR LICENSE - GENERAL Ins	R 101-41910-32100 BUSINES
101	7/19/2010	\$30.00	1057 CONTRACTOR LICENSE - SPECIALTY P	R 101-41910-32100 BUSINES
101	7/20/2010	\$50.00	1062 CONTRACTOR LICENSE - GENERAL Fis	R 101-41910-32100 BUSINES
101	7/15/2010	\$15.00	997 SPECIAL EVENT APP St. Charles Church-	R 101-41910-32200 NONBUSI
101	7/15/2010	\$147.50	30 TIM BARKER - ROOFING PERMIT	R 101-41910-32210 BUILDING
101	7/15/2010	\$876.75	31 BERWALD ROOFING COMPANY	R 101-41910-32210 BUILDING
101	7/15/2010	\$569.89	31 BERWALD ROOFING COMPANY	R 101-41910-32210 BUILDING
101	7/6/2010	\$309.75	986 BUILDING PERMIT Shimota Project Mgt.,	R 101-41910-32210 BUILDING
101	7/6/2010	\$201.34	986 PLAN REVIEW Shimota Project Mgt., #10	R 101-41910-32210 BUILDING
101	7/6/2010	\$906.75	988 BUILDING PERMIT Group 41, #4360	R 101-41910-32210 BUILDING

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101	7/7/2010	\$210.92	992 PLAN REVIEW	R 101-41910-32210 BUILDING
101	7/7/2010	\$324.50	992 BUILDING PERMIT Lindus Construction, #	R 101-41910-32210 BUILDING
101	7/7/2010	\$462.19	998 PLAN REVIEW	R 101-41910-32210 BUILDING
101	7/7/2010	\$1,848.75	998 BUILDING PERMIT PARKOS CONSTRUC	R 101-41910-32210 BUILDING
101	7/12/2010	\$1,848.75	1017 BUILDING PERMIT Rottlund Homes, #100	R 101-41910-32210 BUILDING
101	7/12/2010	\$1,201.69	1017 PLAN REVIEW	R 101-41910-32210 BUILDING
101	7/13/2010	\$47.75	1035 BUILDING PERMIT Inspired Chiropractic,	R 101-41910-32210 BUILDING
101	7/13/2010	\$31.04	1035 PLAN REVIEW	R 101-41910-32210 BUILDING
101	7/20/2010	\$368.75	1062 BUILDING PERMIT Fischer Companies, #	R 101-41910-32210 BUILDING
101	7/20/2010	\$1,774.99	1066 PLAN REVIEW	R 101-41910-32210 BUILDING
101	7/20/2010	\$2,730.75	1066 BUILDING PERMIT ROTTLUND HOMES,	R 101-41910-32210 BUILDING
101	7/27/2010	\$75.00	44 ST. CROIX PLUMBING - PLUMBING PER	R 101-41910-32220 PLUMBIN
101	7/12/2010	\$75.00	1020 PLUMBING PERMIT - RESIDENTIAL VAL	R 101-41910-32220 PLUMBIN
101	7/19/2010	\$75.00	1060 PLUMBING PERMIT - RESIDENTIAL St. P	R 101-41910-32220 PLUMBIN
101	7/26/2010	\$75.00	1080 PLUMBING PERMIT - RESIDENTIAL Valle	R 101-41910-32220 PLUMBIN
101	7/15/2010	\$75.00	27 AUTOMATIC GARAGE DOOR	R 101-41910-32230 MECHANI
101	6/30/2010	\$75.00	978 MECHANICAL PERMIT - RESIDENTIAL A	R 101-41910-32230 MECHANI
101	7/14/2010	\$75.00	1037 MECHANICAL PERMIT - RESIDENTIAL R	R 101-41910-32230 MECHANI
101	7/19/2010	\$75.00	1057 MECHANICAL PERMIT - RESIDENTIAL P	R 101-41910-32230 MECHANI
101	7/20/2010	\$75.00	1064 MECHANICAL PERMIT - RESIDENTIAL Fi	R 101-41910-32230 MECHANI
101	7/26/2010	\$75.00	1079 MECHANICAL PERMIT - RESIDENTIAL R	R 101-41910-32230 MECHANI
101	7/28/2010	\$75.00	1091 MECHANICAL PERMIT - RESIDENTIAL A	R 101-41910-32230 MECHANI
101	7/29/2010	\$250.00	1095 STREET VACATION APP ST. VACATION.	R 101-41910-34100 P & Z PE
101	7/29/2010	\$500.00	1095 REZONING APP REZONING ST. MICHAEL	R 101-41910-34100 P & Z PE
101	7/12/2010	\$56.75	1031 BUILDING INSPECTIONS (LAKELAND) L	R 101-41910-34103 LAKELAN
101	7/27/2010	\$3,767.56	1078 BUILDING INSPECTIONS (LAKELAND) CI	R 101-41910-34103 LAKELAN
101	7/27/2010	\$500.00	46 VEST REIMB-POLICE WILLMARTH VEST	E 101-42100-202 UNIFORMS -
101	7/27/2010	\$479.50	49 JACKSON - VEST REIMB	E 101-42100-202 UNIFORMS -
101	7/14/2010	\$35.00	1032 PHONE REIMBURSTMENT LAURA EAST	E 101-42100-321 COMMUNIC
101	7/27/2010	\$10.00	45 MARY ANN ANDERSON - PET LICENSE	R 101-42100-32240 ANIMAL F
101	7/21/2010	\$20.00	1075 POLICE ADMINISTRATIVE FEES FINGE	R 101-42100-33100 ADMINIST
101	7/8/2010	\$40.00	23 SAFETY CAMP - JULIE OLSON	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION LABELL	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION RIVET, #	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION HAFNER	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION HANSO	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION LARKIN	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION OLMSTE	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION STIFTE	R 101-42100-34105 USER FE
101	7/1/2010	\$40.00	983 SAFETY CAMP REGISTRATION CASH -	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Christen	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Peterson	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Smith, #	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Bayport	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Sabelko,	R 101-42100-34105 USER FE
101	7/7/2010	\$120.00	994 SAFETY CAMP REGISTRATION O'Conno	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	994 SAFETY CAMP REGISTRATION Warner,	R 101-42100-34105 USER FE
101	7/7/2010	\$80.00	994 SAFETY CAMP REGISTRATION Roeder-	R 101-42100-34105 USER FE
101	7/7/2010	\$40.00	995 SAFETY CAMP REGISTRATION Martin, #	R 101-42100-34105 USER FE
101	7/12/2010	\$40.00	1028 SAFETY CAMP REGISTRATION VOGEL,	R 101-42100-34105 USER FE
101	7/12/2010	\$40.00	1029 SAFETY CAMP REGISTRATION KELLOG	R 101-42100-34105 USER FE
101	7/20/2010	\$40.00	1068 SAFETY CAMP REGISTRATION KRIS SC	R 101-42100-34105 USER FE
101	7/20/2010	\$40.00	1070 SAFETY CAMP REGISTRATION G. Andre	R 101-42100-34105 USER FE
101	7/27/2010	\$3,299.06	51 JUNE FINE FEE - 2010	R 101-42100-35101 COURT FI
101	7/21/2010	\$50.00	38 NATIONAL NIGHT OUT DONATION	R 101-42100-36231 DONATIO
101	7/14/2010	\$250.00	1041 NITE TO UNITE (DONATIONS) BAYPORT	R 101-42100-36231 DONATIO
101	7/14/2010	\$1,500.00	1043 NITE TO UNITE (DONATIONS) BCAL CK	R 101-42100-36231 DONATIO
101	7/27/2010	\$30.00	1089 UNITE TO NIGHT DONATIONS J.R. TRA	R 101-42100-36231 DONATIO
101	7/27/2010	\$50.00	1089 UNITE TO NIGHT DONATIONS CUMMIN	R 101-42100-36231 DONATIO
101	7/27/2010	\$50.00	1089 UNITE TO NIGHT DONATIONS BAYPOR	R 101-42100-36231 DONATIO
101	7/27/2010	\$75.00	1089 UNITE TO NIGHT DONATIONS BRADLEY	R 101-42100-36231 DONATIO

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101	7/21/2010	\$2,867.75	39 2008 CHEV DAMAGE REIMBURSEMENT	E 101-43100-412 REP & MAIN
101	7/15/2010	\$50.00	29 MATTHEW DIIOIA - BEACH HOUSE REN	R 101-43200-34780 PARK FE
101	7/15/2010	\$100.00	29 MATTHEW DIIOIA - BEACH HOUSE REN	R 101-43200-34780 PARK FE
101	7/21/2010	\$256.00	34 BOAT TRAILER RENTAL - CASH	R 101-43200-34780 PARK FE
101	7/21/2010	\$3.00	41 ERIC BAITZ - LAKESIDE PARK - BALLFI	R 101-43200-34780 PARK FE
101	7/1/2010	\$10.00	981 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	7/1/2010	\$150.00	982 PICNIC SHELTER - NONRESIDENT (50)	R 101-43200-34780 PARK FE
101	7/1/2010	\$10.00	984 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	7/7/2010	\$150.00	996 BEACHHOUSE - NONRESIDENT (4 HR)	R 101-43200-34780 PARK FE
101	7/7/2010	\$10.00	1000 BOAT TRAILER PARKING PERMIT BRIA	R 101-43200-34780 PARK FE
101	7/7/2010	\$367.50	1002 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	7/12/2010	\$150.00	1022 PICNIC SHELTER - NONRESIDENT (50)	R 101-43200-34780 PARK FE
101	7/12/2010	\$100.00	1023 PICNIC SHELTER - RESIDENT ( 51-100)	R 101-43200-34780 PARK FE
101	7/12/2010	\$250.00	1024 PICNIC SHELTER - NONRESIDENT (51-1	R 101-43200-34780 PARK FE
101	7/12/2010	\$2,000.00	1025 PICNIC SHELTER - RESIDENT (500+) An	R 101-43200-34780 PARK FE
101	7/12/2010	\$50.00	1027 BEACHHOUSE - RESIDENT (4 HR) BLIS	R 101-43200-34780 PARK FE
101	7/14/2010	\$10.00	1044 BOAT TRAILER PARKING PERMIT MICH	R 101-43200-34780 PARK FE
101	7/14/2010	\$10.00	1045 BOAT TRAILER PARKING PERMIT MICH	R 101-43200-34780 PARK FE
101	7/14/2010	\$10.00	1046 BOAT TRAILER PARKING PERMIT PAUL	R 101-43200-34780 PARK FE
101	7/14/2010	\$100.00	1047 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	7/16/2010	\$25.00	1054 BOAT TRAILER PARKING PERMIT Ottes	R 101-43200-34780 PARK FE
101	7/16/2010	\$150.00	1055 BEACHHOUSE - NONRESIDENT (4 HR) J	R 101-43200-34780 PARK FE
101	7/20/2010	\$50.00	1063 BEACHHOUSE - RESIDENT (4 HR) Stillw	R 101-43200-34780 PARK FE
101	7/20/2010	\$100.00	1063 BEACHHOUSE - RESIDENT RENTAL DE	R 101-43200-34780 PARK FE
101	7/21/2010	\$100.00	1073 PICNIC SHELTER - RESIDENT ( 51-100)	R 101-43200-34780 PARK FE
101	7/26/2010	\$100.00	1081 PICNIC SHELTER-NONPROFIT Valley At	R 101-43200-34780 PARK FE
101	7/26/2010	\$150.00	1082 BEACHHOUSE - NONRESIDENT (4 HR)	R 101-43200-34780 PARK FE
101	7/27/2010	\$100.00	1084 PICNIC SHELTER - RESIDENT ( 51-100)	R 101-43200-34780 PARK FE
101	7/29/2010	\$350.00	1090 BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FE
101	7/28/2010	\$25.00	1092 BOAT TRAILER PARKING PERMIT Tim Ji	R 101-43200-34780 PARK FE
101	7/28/2010	\$150.00	1093 BEACHHOUSE - NONRESIDENT (4 HR)	R 101-43200-34780 PARK FE
101	7/1/2010	\$75.00	980 CEMETERY - MARK HEADSTONE NON	R 101-43300-34940 CEMETE
101	7/19/2010	\$75.00	1059 CEMETERY - MARK HEADSTONE NON	R 101-43300-34940 CEMETE
FUND 101 GENERA		\$591,768.98		
FUND 107 TIF REDEVELOPMENT DISTRICT 2-1				
107	7/8/2010	\$16,445.98	22 2010 TAX SETTLEMENT	R 107-00000-31000 GENERAL
FUND 202 DRUG FORFEITURE				
202	7/27/2010	\$1,350.00	50 AUCTION PROCEEDS	R 202-00000-36249 DRUG FO
FUND 203 PUBLIC WORKS EQUIPMENT REPL				
203	7/27/2010	\$4,875.60	50 AUCTION PROCEEDS	R 203-41900-37300 SALE OF
FUND 206 WATER/SEWER IMPROVEMENT FUND				
206	7/29/2010	\$13.53	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$41.62	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$359.51	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$608.28	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$37.78	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$435.04	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$20.34	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$127.20	0 UB Receipt Serv 21 TRUNK/W COMB	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$699.42	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$382.93	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$1,303.26	0 UB Receipt Serv 28 TRUNK W/IND	G 206-12103 A/R GEN BILLIN

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206	7/12/2010	\$113.43	0 UB Receipt Serv 31 TRUNK/S COMB	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$500.95	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$52.18	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$356.37	0 UB Receipt Serv 38 TRUNK S/IND	G 206-12103 A/R GEN BILLIN
206	7/12/2010	\$6.01	0 UB Receipt Serv 41 TRUNK SEWER 1ST	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$454.87	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$6.54	0 UB Receipt Surc 3 TRUNK WATER	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$4.99	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/29/2010	\$65.72	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$5.87	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$403.40	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/29/2010	\$11.19	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$34.01	0 UB Receipt Surc 3 TRUNK WATER	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$7.59	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$31.72	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$83.14	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$619.28	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$73.98	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/14/2010	\$711.14	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/8/2010	\$26.40	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/27/2010	\$180.54	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/29/2010	\$72.35	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$6,273.03	0 UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$3.39	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$3.30	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$204.89	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$8.84	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/27/2010	\$5.10	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/21/2010	\$153.15	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/27/2010	\$6.00	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/19/2010	\$6.25	0 UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	7/19/2010	\$165.18	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/19/2010	\$139.15	0 UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	7/19/2010	\$297.28	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	7/15/2010	\$290.78	0 UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	7/27/2010	\$188.83	0 UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
FUND 206 WATER/		\$15,595.75		
<b>FUND 207 PARK IMPROVEMENT FUND</b>				
207	7/12/2010	\$1,000.00	1017 PARK DEDICATION	R 207-00000-34780 PARK FE
207	7/20/2010	\$1,000.00	1066 PARK DEDICATION	R 207-00000-34780 PARK FE
FUND 207 PARK IM		\$2,000.00		
<b>FUND 210 K-9 UNIT</b>				
210	7/21/2010	\$10.00	37 SUMMIT VET PHARM	R 210-42103-36231 DONATIO
<b>FUND 211 LIBRARY</b>				
211	7/8/2010	\$90,379.30	22 2010 TAX SETTLEMENT	R 211-45500-31000 GENERAL
211	7/27/2010	\$290.00	1086 LIBRARY SERVICE CHARGE CASH	R 211-45500-34760 LIBRARY
211	7/27/2010	\$8.00	1088 LIBRARY SERVICE CHARGE TINA LEE-J	R 211-45500-34760 LIBRARY
211	7/27/2010	\$12.00	1088 LIBRARY SERVICE CHARGE JODELL O	R 211-45500-34760 LIBRARY
211	7/27/2010	\$3.00	1088 LIBRARY SERVICE CHARGE DAVID GE	R 211-45500-34760 LIBRARY
211	7/27/2010	\$45.00	1088 LIBRARY SERVICE CHARGE FREDERIC	R 211-45500-34760 LIBRARY
211	7/27/2010	\$8.00	1088 LIBRARY SERVICE CHARGE JEFFREY S	R 211-45500-34760 LIBRARY
211	7/27/2010	\$6.00	1088 LIBRARY SERVICE CHARGE MARY-CLA	R 211-45500-34760 LIBRARY
211	7/27/2010	\$3.00	1088 LIBRARY SERVICE CHARGE ROXANNE	R 211-45500-34760 LIBRARY
211	7/27/2010	\$10.00	1088 LIBRARY SERVICE CHARGE MARIBETH	R 211-45500-34760 LIBRARY
211	7/27/2010	\$260.00	1087 LIBRARY RENT STILLWATER AREA SC	R 211-45500-36220 RENTAL I
211	7/27/2010	\$549.00	50 AUCTION PROCEEDS	E 211-45500-420 R & M BLDG

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FUND	Tran Date	Amount	Refer Comments	Account Descr
FUND 211 LIBRARY		\$91,573.30		
FUND 303 GO TIF BOND 1990 DEBT SERVICE				
303	7/8/2010	\$30,022.85	22 2010 TAX SETTLEMENT	R 303-00000-31000 GENERAL
FUND 415 MUNICIPAL BLDGS MAINT				
415	7/27/2010	\$10,000.00	47 SAFETY GRANT	E 415-41600-420 R & M BLDG
FUND 601 WATER				
601	7/8/2010	\$4.77	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/27/2010	\$41.66	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/19/2010	\$14.31	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/21/2010	\$42.61	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/19/2010	\$0.44	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	7/19/2010	\$1,321.41	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/19/2010	\$3,002.47	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$171.42	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/8/2010	\$4,318.44	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$4.79	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/14/2010	\$8,350.58	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$5,932.38	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$248.88	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/21/2010	\$2,015.25	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$10.01	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$351.18	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/8/2010	\$10.79	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/8/2010	\$150.53	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/21/2010	\$1.59	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/21/2010	\$4.76	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	7/15/2010	\$3,916.31	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/21/2010	\$85.29	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$25.44	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/21/2010	\$2.90	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/21/2010	\$5.00	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/21/2010	\$27.88	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/19/2010	\$51.44	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/15/2010	\$94.94	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/8/2010	\$166.68	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/12/2010	\$392.52	0 UB Receipt Serv 6 WATER METER2	G 601-14601 WATER BILLING
601	7/21/2010	\$83.46	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/15/2010	\$10.65	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$3,645.42	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/27/2010	\$2.51	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	7/14/2010	\$685.16	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/14/2010	\$147.00	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/14/2010	\$2,636.84	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	7/27/2010	\$85.73	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/15/2010	\$0.93	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$791.76	0 UB Receipt Serv 4 COMM W/COMB	G 601-14601 WATER BILLING
601	7/15/2010	\$50.61	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/14/2010	\$2.14	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/19/2010	\$12.93	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/29/2010	\$673.63	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/27/2010	\$1.59	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	7/29/2010	\$36.46	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/29/2010	\$105.93	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/29/2010	\$17.63	0 UB Receipt Surc 19 STATE SER CH	G 601-14601 WATER BILLING
601	7/29/2010	\$1.59	0 UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING

CITY OF BAYPORT

MONTHLY RECEIPTS

Period Name: JULY

FUND	Tran Date	Amount	Refer Comments	Account Descr
601	7/29/2010	\$2.45	0 UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	7/27/2010	\$47.44	0 UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$5.76	0 UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	7/12/2010	\$6,915.28	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/15/2010	\$3.18	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	7/27/2010	\$1,807.14	0 UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	7/15/2010	\$283.44	0 UB Receipt Serv 9 INSTITUTION	G 601-14601 WATER BILLING
601	7/14/2010	\$4.77	0 UB Receipt Serv 8 SAFE WTR FE	G 601-14601 WATER BILLING
601	7/12/2010	\$11,935.40	0 UB Receipt Serv 3 INDUSTRIAL	G 601-14601 WATER BILLING
601	7/8/2010	\$26.55	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/19/2010	\$101.28	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/27/2010	\$3.72	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/12/2010	\$0.49	0 UB Receipt Surc 21 SALES TAX	G 601-14605 SALES TAX REC
601	7/14/2010	\$12.48	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/8/2010	\$19.25	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/12/2010	\$1,215.77	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/29/2010	\$8.31	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/21/2010	\$6.14	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/15/2010	\$2.53	0 UB Receipt Surc 20 STATE TAX	G 601-14605 SALES TAX REC
601	7/12/2010	\$1,000.00	1017 WATER CONNECTION - TO 1 IN	R 601-46120-34601 WATER H
601	7/20/2010	\$1,000.00	1066 WATER CONNECTION - TO 1 IN	R 601-46120-34601 WATER H
601	7/12/2010	\$200.00	1017 WATER METER - TO 1 IN	R 601-46120-34602 WATER M
601	7/20/2010	\$200.00	1066 WATER METER - TO 1 IN	R 601-46120-34602 WATER M
601	7/12/2010	\$50.00	1017 WATER METER INSPECTION	R 601-46120-34603 WATER H
601	7/12/2010	\$50.00	1017 WATER CONNECTION INSPECTION	R 601-46120-34603 WATER H
601	7/20/2010	\$50.00	1066 WATER METER INSPECTION	R 601-46120-34603 WATER H
601	7/20/2010	\$50.00	1066 WATER CONNECTION INSPECTION	R 601-46120-34603 WATER H
601	7/14/2010	\$20.00	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/29/2010	\$50.68	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/8/2010	\$178.33	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/8/2010	\$2.39	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/12/2010	\$0.03	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/21/2010	\$0.73	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/15/2010	\$5.85	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/19/2010	\$17.80	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/27/2010	\$0.68	0 UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	7/12/2010	\$25.00	1030 WATER SHUTOFF - BUS HRS RICHARD	R 601-46120-37110 WATER R
601	7/21/2010	\$25.00	1077 WATER SHUTOFF - BUS HRS Scott Thib	R 601-46120-37110 WATER R
FUND 601 WATER		\$65,086.51		
FUND 602 SEWER				
602	7/27/2010	\$1,632.67	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$4.79	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$3,223.15	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$303.60	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/21/2010	\$52,275.20	0 UB Receipt Serv 17 PLANT	G 602-14602 SEWER BILLIN
602	7/27/2010	\$80.73	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/29/2010	\$2.45	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/27/2010	\$56.79	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/19/2010	\$59.02	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/27/2010	\$2.51	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/29/2010	\$129.95	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/29/2010	\$591.60	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/19/2010	\$1,488.41	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$56.80	0 UB Receipt Serv 15 1ST SEWER	G 602-14602 SEWER BILLIN
602	7/14/2010	\$7,182.95	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/14/2010	\$4.64	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/14/2010	\$196.40	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$3,898.37	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/14/2010	\$63.20	0 UB Receipt Serv 29 INSTIT SEWER	G 602-14602 SEWER BILLIN
602	7/19/2010	\$12.70	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN

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

Period Name: JULY

FUND	Tran Date	Amount	Refer Comments	Account Descr
602	7/15/2010	\$2,612.05	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/15/2010	\$10.65	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/15/2010	\$43.94	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/15/2010	\$0.93	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/15/2010	\$346.80	0 UB Receipt Serv 29 INSTIT SEWER	G 602-14602 SEWER BILLIN
602	7/27/2010	\$18,062.84	0 UB Receipt Serv 19 PRISON SEWER	G 602-14602 SEWER BILLIN
602	7/29/2010	\$36.46	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$5.76	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$10.01	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/21/2010	\$75.65	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/21/2010	\$1,381.88	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/21/2010	\$5.00	0 UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLIN
602	7/21/2010	\$28.55	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/8/2010	\$186.93	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$4,497.00	0 UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$494.77	0 UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$179.77	0 UB Receipt Serv 14 SEWER METER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$48.50	0 UB Receipt Serv 20 SEWER ONLY	G 602-14602 SEWER BILLIN
602	7/12/2010	\$3,337.10	0 UB Receipt Serv 23 INDUSTRI SEW	G 602-14602 SEWER BILLIN
602	7/12/2010	\$878.40	0 UB Receipt Serv 24 SEWER COMMER	G 602-14602 SEWER BILLIN
602	7/19/2010	\$0.20	0 UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLIN
602	7/12/2010	\$750.00	1017 SEWER CONNECTION	R 602-46200-34651 SEWER H
602	7/20/2010	\$750.00	1066 SEWER CONNECTION	R 602-46200-34651 SEWER H
602	7/12/2010	\$50.00	1017 SEWER CONNECTION INSPECTION	R 602-46200-34652 SEWER I
602	7/20/2010	\$50.00	1066 SEWER CONNECTION INSPECTION	R 602-46200-34652 SEWER I
FUND 602 SEWER		\$105,109.12		
<b>FUND 800 INVESTMENTS-POOLED</b>				
800	7/21/2010	\$33.65	42 PSI DISTRIBUTION FUND - AIM MUTUAL	R 800-00000-36210 INVESTM
800	7/21/2010	\$28.15	43 PSI DISTRIBUTION FUND - PROCEEDS	R 800-00000-36210 INVESTM
FUND 800 INVEST		\$61.80		
<b>FUND 803 P &amp; Z ESCROWS</b>				
803	7/29/2010	\$1,250.00	1095 ST. MICHAEL'S CEMETERY ESCROW C	R 803-80027-34100 P & Z PE
		<u>\$935,149.89</u>		

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 07/31/10

7 Month = 58.8

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	\$470.00	\$4,570.00	90.67%
41200	MAYOR & COUNCIL	\$133,020.00	\$114,993.51	\$18,026.49	13.55%
41240	RECYCLING	\$5,393.87	\$2,087.38	\$3,306.49	61.30%
41400	ADMINISTRATION	\$131,538.15	\$60,828.47	\$70,709.68	53.76%
41903	DEBT SERVICE	\$0.00	\$0.00	\$0.00	0.00%
41910	PLANNING & ZONING	\$194,914.99	\$102,378.21	\$92,536.78	47.48%
41940	MUNICIPAL BUILDINGS	\$32,068.00	\$17,347.90	\$14,720.10	45.90%
42100	POLICE	\$647,138.50	\$328,571.48	\$318,567.02	49.23%
42200	FIRE PROTECTION	\$357,917.00	\$166,946.46	\$190,970.54	53.36%
43100	STREET MAINT	\$231,888.50	\$74,124.10	\$157,764.40	68.03%
43160	STREET LIGHTING	\$21,821.00	\$18,269.52	\$3,551.48	16.28%
43200	PARKS	\$63,782.91	\$35,258.76	\$28,524.15	44.72%
43300	CEMETERY	\$7,527.00	\$3,187.08	\$4,339.92	57.66%
44100	PROJECT	\$22,089.20	\$0.00	\$22,089.20	100.00%
IFUND 101 GENERAL		\$1,854,139.12	\$924,462.87	\$929,676.25	50.14%
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	\$70.00	-\$70.00	0.00%
41913	EMERALD FALLS	\$0.00	\$0.00	\$0.00	0.00%
IFUND 209 DEVELOPER REIMBURSED PR		\$0.00	\$70.00	-\$70.00	0.00%
FUND 210 K-9 UNIT					
42103	K - 9 UNIT	\$0.00	\$265.39	-\$265.39	0.00%
IFUND 210 K-9 UNIT		\$0.00	\$265.39	-\$265.39	0.00%
FUND 211 LIBRARY					
45500	LIBRARY	\$255,796.00	\$126,753.18	\$129,042.82	50.45%
IFUND 211 LIBRARY		\$255,796.00	\$126,753.18	\$129,042.82	50.45%
FUND 412 CEMETERY CAPITAL IMPROV					
41600	CAPITAL OUTLAY	\$0.00	\$15,123.00	-\$15,123.00	0.00%
FUND 413 POLICE EQUIPMENT FUND					
41900	CAPITAL IMPROVEMENTS	\$0.00	\$1,115.00	-\$1,115.00	0.00%
42100	POLICE	\$0.00	\$0.00	\$0.00	0.00%
IFUND 413 POLICE EQUIPMENT FUND		\$0.00	\$1,115.00	-\$1,115.00	0.00%
FUND 414 OFFICE AUTOMATION					
00000	GENERAL GOVERNMENT	\$0.00	\$2,270.56	-\$2,270.56	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%
IFUND 414 OFFICE AUTOMATION		\$0.00	\$2,270.56	-\$2,270.56	0.00%
FUND 415 MUNICIPAL BLDGS MAINT					

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 07/31/10

7 Month = 58.8

DEPT	DEPT Descr	2010 Budget	2010 YTD Amt	Balance	2010 % of Budget Remain
41600	CAPITAL OUTLAY	\$0.00	\$34,972.00	-\$34,972.00	0.00%
41900	CAPITAL IMPROVEMENTS	\$0.00	-\$4,011.00	\$4,011.00	0.00%
FUND 415	MUNICIPAL BLDGS MAINT	\$0.00	\$30,961.00	-\$30,961.00	0.00%
FUND 416	PERRO CREEK OUTLET				
80018	MSCWM PERRO CREEK OUTL	\$0.00	\$0.00	\$0.00	0.00%
FUND 416	PERRO CREEK OUTLET	\$0.00	\$0.00	\$0.00	0.00%
FUND 601	WATER				
46110	WATER-PUMPHOUSE	\$45,200.00	\$17,167.53	\$28,032.47	62.02%
46120	WATER	\$395,860.00	\$113,405.33	\$282,454.67	71.35%
FUND 601	WATER	\$441,060.00	\$130,572.86	\$310,487.14	70.40%
FUND 602	SEWER				
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
46200	SEWER - OPERATING	\$340,025.00	\$121,503.47	\$218,521.53	64.27%
46990	SEWER - NON-OPERATING	\$315,072.00	\$143,355.85	\$171,716.15	54.50%
FUND 602	SEWER	\$655,097.00	\$264,859.32	\$390,237.68	59.57%
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%
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	\$3,847.39	-\$3,847.39	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	\$119.00	-\$119.00	0.00%
80026	MIDWEST PARA TRANSIT	\$0.00	\$595.33	-\$595.33	0.00%
80027	CEMETARY - ST. MIKE'S/ST. C	\$0.00	\$0.00	\$0.00	0.00%
FUND 803	P & Z ESCROWS	\$0.00	\$16,168.74	-\$16,168.74	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%
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%

CITY OF BAYPORT

EXPENSE SUMMARY YTD THRU 07/31/10

7 Month = 58.8

DEPT	DEPT Descr	2010 Budget	2010 YTD Amt	Balance	2010 % of Budget Remain
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	\$1,512,621.92	\$1,693,470.20	52.82%

CITY OF BAYPORT

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MONTHLY EXPENSES

Period Name: JULY

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
<b>FUND 101 GENERAL</b>							
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>							
	101	7/20/2010	\$1,312.85 E	41200	101 Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$81.40 E	41200	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$19.03 E	41200	170 Labor Distribution	MEDICARE	
ABDO EICK & MEYERS LLP	101	7/7/2010	\$530.00 E	41200	303 FINANCIAL REPORT TO S	PROF SER-AUDIT	032165
WASHINGTON COUNTY	101	7/7/2010	\$11,584.56 E	41200	304 2010 ASSESSING FEE	PROF SER-ASSE	032172
WASHINGTON COUNTY GOV	101	7/8/2010	\$35.00 E	41200	350 2009 LEVY BOOK RPT	PRINTING & PUBL	032178
MIDDLE ST CROIX WATERS	101	7/7/2010	\$6,213.24 E	41200	433 2010 SECOND HALF CON	DUES & MEMBER	032168
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>			<b>\$19,776.08</b>				
<b>DEPT 41240 RECYCLING</b>							
	101	7/20/2010	\$94.39 E	41240	101 Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$94.39 E	41240	101 Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$6.60 E	41240	121 Labor Distribution	P E R A	
	101	7/20/2010	\$6.60 E	41240	121 Labor Distribution	P E R A	
	101	7/6/2010	\$5.83 E	41240	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$5.83 E	41240	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$2.49 E	41240	126 Labor Distribution	H S A	
	101	7/6/2010	\$2.49 E	41240	126 Labor Distribution	H S A	
	101	7/20/2010	\$8.20 E	41240	131 Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$11.14 E	41240	131 Labor Distribution	CONT TO EMPLO	
	101	7/20/2010	\$1.37 E	41240	170 Labor Distribution	MEDICARE	
	101	7/6/2010	\$1.37 E	41240	170 Labor Distribution	MEDICARE	
<b>DEPT 41240 RECYCLING</b>			<b>\$240.70</b>				
<b>DEPT 41400 ADMINISTRATION</b>							
	101	7/20/2010	\$3,108.78 E	41400	101 Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$3,051.61 E	41400	101 Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$213.62 E	41400	121 Labor Distribution	P E R A	
	101	7/20/2010	\$217.62 E	41400	121 Labor Distribution	P E R A	
	101	7/20/2010	\$191.01 E	41400	122 Labor Distribution	CONT TO RET., S	
	101	7/6/2010	\$187.47 E	41400	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$171.99 E	41400	126 Labor Distribution	H S A	
	101	7/6/2010	\$171.99 E	41400	126 Labor Distribution	H S A	
	101	7/6/2010	\$590.67 E	41400	131 Labor Distribution	CONT TO EMPLO	
	101	7/20/2010	\$494.44 E	41400	131 Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$43.85 E	41400	170 Labor Distribution	MEDICARE	
	101	7/20/2010	\$44.67 E	41400	170 Labor Distribution	MEDICARE	
<b>DEPT 41400 ADMINISTRATION</b>			<b>\$8,487.72</b>				
<b>DEPT 41910 PLANNING &amp; ZONING</b>							
	101	7/20/2010	\$5,222.30 E	41910	101 Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$5,127.02 E	41910	101 Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$365.58 E	41910	121 Labor Distribution	P E R A	
	101	7/6/2010	\$358.91 E	41910	121 Labor Distribution	P E R A	
	101	7/6/2010	\$314.75 E	41910	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$320.65 E	41910	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$310.09 E	41910	126 Labor Distribution	H S A	
	101	7/6/2010	\$310.09 E	41910	126 Labor Distribution	H S A	
	101	7/6/2010	\$933.57 E	41910	131 Labor Distribution	CONT TO EMPLO	
	101	7/20/2010	\$789.00 E	41910	131 Labor Distribution	CONT TO EMPLO	
	101	7/20/2010	\$75.00 E	41910	170 Labor Distribution	MEDICARE	
	101	7/6/2010	\$73.62 E	41910	170 Labor Distribution	MEDICARE	
HOLIDAY FLEET	101	7/20/2010	\$168.43 E	41910	212 FUEL - VEHICLES	MOTOR FUELS &	032184
<b>DEPT 41910 PLANNING &amp; ZONING</b>			<b>\$14,369.01</b>				
<b>DEPT 41940 MUNICIPAL BUILDINGS</b>							
XCEL	101	7/7/2010	\$680.95 E	41940	380 ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173

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MONTHLY EXPENSES

Period Name: JULY

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
XCEL	101	7/7/2010	\$69.75 E	41940 381	ELECTRIC & GAS SERVIC	FUEL FOR HEAT	032173
DEPT 41940 MUNICIPAL BUILDINGS			\$750.70				
<b>DEPT 42100 POLICE</b>							
	101	7/6/2010	\$1,061.22 E	42100 050	Labor Distribution	SEASONAL/PART	
	101	7/20/2010	\$751.17 E	42100 050	Labor Distribution	SEASONAL/PART	
	101	7/20/2010	\$12,458.29 E	42100 101	Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$12,359.59 E	42100 101	Labor Distribution	WAGES AND SAL	
	101	7/6/2010	\$842.91 E	42100 102	Labor Distribution	OVERTIME	
	101	7/20/2010	\$1,008.34 E	42100 102	Labor Distribution	OVERTIME	
	101	7/6/2010	\$114.98 E	42100 103	Labor Distribution	SPECIAL DUTIES	
	101	7/6/2010	\$1,888.67 E	42100 121	Labor Distribution	P E R A	
	101	7/20/2010	\$1,888.69 E	42100 121	Labor Distribution	P E R A	
	101	7/20/2010	\$55.31 E	42100 122	Labor Distribution	CONT TO RET., S	
	101	7/6/2010	\$65.29 E	42100 122	Labor Distribution	CONT TO RET., S	
	101	7/6/2010	\$587.10 E	42100 126	Labor Distribution	H S A	
	101	7/20/2010	\$587.10 E	42100 126	Labor Distribution	H S A	
	101	7/6/2010	\$2,011.76 E	42100 131	Labor Distribution	CONT TO EMPLO	
	101	7/20/2010	\$1,671.18 E	42100 131	Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$207.09 E	42100 170	Labor Distribution	MEDICARE	
	101	7/20/2010	\$204.77 E	42100 170	Labor Distribution	MEDICARE	
HOLIDAY FLEET	101	7/20/2010	\$332.17 E	42100 212	FUEL - VEHCILIES	MOTOR FUELS &	032184
VERIZON WIRELESS	101	7/20/2010	\$101.48 E	42100 321	AIRCARDS - POLCIE DEP	COMMUNICATION	032190
DEPT 42100 POLICE			\$38,197.11				
<b>DEPT 42200 FIRE PROTECTION</b>							
	101	7/20/2010	\$583.33 E	42200 101	Labor Distribution	WAGES AND SAL	
	101	9/19/2010	\$1,317.00 E	42200 101	Labor Distribution	WAGES AND SAL	
	101	9/19/2010	\$17,767.00 E	42200 105	Labor Distribution	FIRE RUNS,DRILL	
	101	9/19/2010	\$1,149.95 E	42200 122	Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$32.03 E	42200 122	Labor Distribution	CONT TO RET., S	
	101	9/19/2010	\$268.95 E	42200 170	Labor Distribution	MEDICARE	
	101	7/20/2010	\$7.50 E	42200 170	Labor Distribution	MEDICARE	
HOLIDAY FLEET	101	7/20/2010	\$491.16 E	42200 212	FUEL - VEHCILIES	MOTOR FUELS &	032184
U S BANK VISA	101	7/8/2010	\$45.96 E	42200 220	MCDONALD'S	OPERATING SUP	032176
U S BANK VISA	101	7/8/2010	\$55.14 E	42200 220	OFFICE MAX	OPERATING SUP	032176
EISINGER, ALLEN	101	7/8/2010	\$11.27 E	42200 240	SHOP SUPPLIES - FIRE D	SMALL TOOLS-E	032175
XCEL	101	7/7/2010	\$348.32 E	42200 380	ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173
XCEL	101	7/7/2010	\$34.96 E	42200 381	ELECTRIC & GAS SERVIC	FUEL FOR HEAT	032173
CASPERSON MOTORS	101	7/8/2010	\$184.96 E	42200 412	FIRE CHIEF CAR	REP & MAINT VE	032174
DEPT 42200 FIRE PROTECTION			\$22,297.53				
<b>DEPT 43100 STREET MAINT</b>							
	101	7/20/2010	\$525.00 E	43100 050	Labor Distribution	SEASONAL/PART	
	101	7/6/2010	\$800.00 E	43100 050	Labor Distribution	SEASONAL/PART	
	101	7/6/2010	\$1,880.00 E	43100 101	Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$1,880.00 E	43100 101	Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$632.80 E	43100 102	Labor Distribution	OVERTIME	
	101	7/20/2010	\$175.90 E	43100 121	Labor Distribution	P E R A	
	101	7/6/2010	\$131.60 E	43100 121	Labor Distribution	P E R A	
	101	7/6/2010	\$164.91 E	43100 122	Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$187.05 E	43100 122	Labor Distribution	CONT TO RET., S	
	101	7/6/2010	\$124.04 E	43100 126	Labor Distribution	H S A	
	101	7/20/2010	\$127.94 E	43100 126	Labor Distribution	H S A	
	101	7/20/2010	\$337.94 E	43100 131	Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$398.71 E	43100 131	Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$38.57 E	43100 170	Labor Distribution	MEDICARE	
	101	7/20/2010	\$43.75 E	43100 170	Labor Distribution	MEDICARE	
HOLIDAY FLEET	101	7/20/2010	\$257.05 E	43100 212	FUEL - VEHCILIES	MOTOR FUELS &	032184

CITY OF BAYPORT

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MONTHLY EXPENSES

Period Name: JULY

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
DEPT 43100 STREET MAINT			\$7,705.26				
DEPT 43160 STREET LIGHTING							
XCEL	101	7/7/2010	\$2,092.45 E	43160	380 ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173
DEPT 43200 PARKS							
	101	7/6/2010	\$984.00 E	43200	101 Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$984.00 E	43200	101 Labor Distribution	WAGES AND SAL	
	101	7/20/2010	\$68.88 E	43200	121 Labor Distribution	P E R A	
	101	7/6/2010	\$68.88 E	43200	121 Labor Distribution	P E R A	
	101	7/20/2010	\$58.58 E	43200	122 Labor Distribution	CONT TO RET., S	
	101	7/6/2010	\$58.58 E	43200	122 Labor Distribution	CONT TO RET., S	
	101	7/20/2010	\$41.35 E	43200	126 Labor Distribution	H S A	
	101	7/6/2010	\$41.35 E	43200	126 Labor Distribution	H S A	
	101	7/20/2010	\$136.71 E	43200	131 Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$164.77 E	43200	131 Labor Distribution	CONT TO EMPLO	
	101	7/6/2010	\$13.70 E	43200	170 Labor Distribution	MEDICARE	
	101	7/20/2010	\$13.70 E	43200	170 Labor Distribution	MEDICARE	
VERN THOMPSON	101	7/20/2010	\$21.00 E	43200	204 CLOTHING REIMBURSEM	UNIFORMS - VER	032191
HOLIDAY FLEET	101	7/20/2010	\$195.45 E	43200	212 FUEL - VEHICILIES	MOTOR FUELS &	032184
DEPT 43200 PARKS			\$2,850.95				
FUND 101 GENERAL			\$116,767.51				
FUND 107 TIF REDEVELOPMENT DISTRICT 2-1							
DEPT 00000 GENERAL GOVERNMENT							
PRESBYTERIAN HOMES	107	7/20/2010	\$14,801.39 E	00000	306 TIF TAX SETTLEMENT	PROF SER-OTHE	032188
FUND 211 LIBRARY							
DEPT 45500 LIBRARY							
	211	7/20/2010	\$1,995.65 E	45500	050 Labor Distribution	SEASONAL/PART	
	211	7/6/2010	\$1,919.43 E	45500	050 Labor Distribution	SEASONAL/PART	
	211	7/6/2010	\$2,925.54 E	45500	101 Labor Distribution	WAGES AND SAL	
	211	7/20/2010	\$2,925.54 E	45500	101 Labor Distribution	WAGES AND SAL	
	211	7/20/2010	\$331.46 E	45500	121 Labor Distribution	P E R A	
	211	7/6/2010	\$330.31 E	45500	121 Labor Distribution	P E R A	
	211	7/20/2010	\$298.08 E	45500	122 Labor Distribution	CONT TO RET., S	
	211	7/6/2010	\$293.35 E	45500	122 Labor Distribution	CONT TO RET., S	
	211	7/6/2010	\$82.69 E	45500	126 Labor Distribution	H S A	
	211	7/20/2010	\$82.69 E	45500	126 Labor Distribution	H S A	
	211	7/6/2010	\$354.08 E	45500	131 Labor Distribution	CONT TO EMPLO	
	211	7/20/2010	\$273.42 E	45500	131 Labor Distribution	CONT TO EMPLO	
	211	7/20/2010	\$69.72 E	45500	170 Labor Distribution	MEDICARE	
	211	7/6/2010	\$68.61 E	45500	170 Labor Distribution	MEDICARE	
XCEL	211	7/7/2010	\$999.05 E	45500	380 ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173
XCEL	211	7/7/2010	\$27.83 E	45500	381 ELECTRIC & GAS SERVIC	FUEL FOR HEAT	032173
DEPT 45500 LIBRARY			\$12,977.45				
FUND 211 LIBRARY			\$12,977.45				
FUND 601 WATER							
DEPT 46110 WATER-PUMPHOUSE							
XCEL	601	7/7/2010	\$1,775.06 E	46110	380 ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173

CITY OF BAYPORT

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MONTHLY EXPENSES

Period Name: JULY

Search Name	FUN	Tran Date	A Amount ct	DEPT OBJ	Comments	OBJ Descr	Check Nbr
XCEL	601	7/7/2010	\$52.40 E	46110 381	ELECTRIC & GAS SERVIC	FUEL FOR HEAT	032173
DEPT 46110 WATER-PUMPHOUSE			\$1,827.46				
DEPT 46120 WATER							
	601	7/6/2010	\$3,893.99 E	46120 101	Labor Distribution	WAGES AND SAL	
	601	7/20/2010	\$3,923.05 E	46120 101	Labor Distribution	WAGES AND SAL	
	601	7/6/2010	\$272.58 E	46120 121	Labor Distribution	P E R A	
	601	7/20/2010	\$274.61 E	46120 121	Labor Distribution	P E R A	
	601	7/6/2010	\$233.34 E	46120 122	Labor Distribution	CONT TO RET., S	
	601	7/20/2010	\$235.33 E	46120 122	Labor Distribution	CONT TO RET., S	
	601	7/6/2010	\$187.72 E	46120 126	Labor Distribution	H S A	
	601	7/20/2010	\$168.34 E	46120 126	Labor Distribution	H S A	
	601	7/20/2010	\$484.36 E	46120 131	Labor Distribution	CONT TO EMPLO	
	601	7/6/2010	\$655.91 E	46120 131	Labor Distribution	CONT TO EMPLO	
	601	7/20/2010	\$55.02 E	46120 170	Labor Distribution	MEDICARE	
	601	7/6/2010	\$54.57 E	46120 170	Labor Distribution	MEDICARE	
HOLIDAY FLEET	601	7/20/2010	\$456.45 E	46120 212	FUEL - VEHICLES	MOTOR FUELS &	032184
SENSUS METERING SYSTE	601	7/7/2010	\$1,320.00 E	46120 302	YEARLY SUPPORT RENE	CONTRACT SERV	032170
XCEL	601	7/7/2010	\$1,340.03 E	46120 380	ELECTRIC & GAS SERVIC	ELECTRIC SERVI	032173
XCEL	601	7/7/2010	\$100.75 E	46120 381	ELECTRIC & GAS SERVIC	FUEL FOR HEAT	032173
DEPT 46120 WATER			\$13,656.05				
FUND 601 WATER			\$15,483.51				
FUND 602 SEWER							
DEPT 46200 SEWER - OPERATING							
	602	7/6/2010	\$357.50 E	46200 050	Labor Distribution	SEASONAL/PART	
	602	7/20/2010	\$484.00 E	46200 050	Labor Distribution	SEASONAL/PART	
	602	7/6/2010	\$4,877.99 E	46200 101	Labor Distribution	WAGES AND SAL	
	602	7/20/2010	\$6,354.59 E	46200 101	Labor Distribution	WAGES AND SAL	
	602	7/6/2010	\$341.43 E	46200 121	Labor Distribution	P E R A	
	602	7/20/2010	\$444.81 E	46200 121	Labor Distribution	P E R A	
	602	7/20/2010	\$413.30 E	46200 122	Labor Distribution	CONT TO RET., S	
	602	7/6/2010	\$314.04 E	46200 122	Labor Distribution	CONT TO RET., S	
	602	7/6/2010	\$229.02 E	46200 126	Labor Distribution	H S A	
	602	7/20/2010	\$244.50 E	46200 126	Labor Distribution	H S A	
	602	7/6/2010	\$820.60 E	46200 131	Labor Distribution	CONT TO EMPLO	
	602	7/20/2010	\$736.27 E	46200 131	Labor Distribution	CONT TO EMPLO	
	602	7/20/2010	\$96.66 E	46200 170	Labor Distribution	MEDICARE	
	602	7/6/2010	\$73.42 E	46200 170	Labor Distribution	MEDICARE	
DEPT 46200 SEWER - OPERATING			\$15,788.13				
FUND 602 SEWER			\$15,788.13				
			\$175,817.99				

## 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: July, 2010

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<b>Permit Number:</b> BP2010-54	<b>Filing Date:</b> 7/7/2010
<b>Parcel Address:</b> 448 4TH Street S.	BAYPORT, MN 55003
<b>Applicant:</b> TIM BARKER CONSTRUCTION TIM BARKER CONSTRUCTION RESIDENTIAL	<b>Applicant Phone:</b> 612-834-2932
<b>Construction Value:</b> \$6,500.00	<b>Total Fees:</b> \$150.75

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<b>Permit Number:</b> BP2010-55	<b>Filing Date:</b> 7/7/2010
<b>Parcel Address:</b> 970 Pickett Street N.	Bayport, MN 55003
<b>Applicant:</b> PARKOS CONSTRUCTION PARKOS CONSTRUCTION COMPANY General	<b>Applicant Phone:</b> 651-455-0031
<b>Construction Value:</b> \$231,800.00	<b>Total Fees:</b> \$2,426.84

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<b>Permit Number:</b> BP2010-56	<b>Filing Date:</b> 7/7/2010
<b>Parcel Address:</b> 309 4th Street N.	Bayport, MN 55003
<b>Applicant:</b> BERWALD ROOFING COMPANY, BERWALD ROOFING COMPANY, INC. General	<b>Applicant Phone:</b> 651-777-7411
<b>Construction Value:</b> \$75,227.00	<b>Total Fees:</b> \$1,484.25

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<b>Permit Number:</b> BP2010-57	<b>Filing Date:</b> 7/12/2010
<b>Parcel Address:</b> 294 3rd Street N.	Bayport, MN 55003
<b>Applicant:</b> FISHER COMPANIES INC FISHER COMPANIES INC General Contractor	<b>Applicant Phone:</b> 715-273-5100
<b>Construction Value:</b> \$21,560.00	<b>Total Fees:</b> \$379.53

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<b>Permit Number:</b> BP2010-59	<b>Filing Date:</b> 7/12/2010
<b>Parcel Address:</b> 1113 PIONEER TRAIL	BAYPORT, MN 55003
<b>Applicant:</b> THE ROTTLUND CO., INC. THE ROTTLUND CO., INC. RESIDENTIAL BUILDER	<b>Applicant Phone:</b> 651-638-0500
<b>Construction Value:</b> \$379,000.00	<b>Total Fees:</b> \$9,895.24

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**Building Permit Log**

For: July, 2010

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**Permit Number:** BP2010-60  
**Parcel Address:** 125 3rd Street So.  
**Applicant:**ALBERG CONSTRUCTION LLC  
ALBERG CONSTRUCTION LLC General Contractor  
**Construction Value:**\$1,157.00  
**Filing Date:** 7/13/2010  
Bayport, MN 55003  
**Applicant Phone:** 612-986-5966  
**Total Fees:** \$79.37

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**Permit Number:** BP2010-61  
**Parcel Address:** 433 4TH St. S.  
**Applicant:**NEXT GENERATION  
NEXT GENERATION CONTRACTING INC  
**Construction Value:**\$7,800.00  
**Filing Date:** 7/21/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-730-2075  
**Total Fees:** \$166.15

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**Permit Number:** BP2010-62  
**Parcel Address:** 970 Pickett Street N.  
**Applicant:**PARKOS CONSTRUCTION  
PARKOS CONSTRUCTION COMPANY General  
**Construction Value:**\$129,800.00  
**Filing Date:** 7/22/2010  
Bayport, MN 55003  
**Applicant Phone:** 651-455-0031  
**Total Fees:** \$1,610.84

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**Permit Number:** MC2010-22  
**Parcel Address:** 1022 PIONEER TRAIL  
**Applicant:**AUTOMATIC GARAGE DOOR &  
AUTOMATIC GARAGE DOOR & FIREPLACES, INC.  
**Construction Value:**\$814.00  
**Filing Date:** 7/1/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 763-571-2525  
**Total Fees:** \$75.50

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**Permit Number:** MC2010-23  
**Parcel Address:** 1129 PIONEER TRAIL  
**Applicant:**AUTOMATIC GARAGE DOOR &  
AUTOMATIC GARAGE DOOR & FIREPLACES, INC.  
**Construction Value:**\$814.00  
**Filing Date:** 7/12/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 763-571-2525  
**Total Fees:** \$80.00

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**Permit Number:** MC2010-24  
**Parcel Address:** 1129 PIONEER TRAIL  
**Applicant:**RAY N. WELTER HEATING  
RAY N. WELTER HEATING COMPANY  
**Construction Value:**  
**Filing Date:** 7/14/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 612-825-6867  
**Total Fees:** \$80.00

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**Building Permit Log**

For: July, 2010

Printed:7/29/2010

Page3 of 4

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**Permit Number:** MC2010-25  
**Parcel Address:** 492 3rd Ave. N.  
**Applicant:** PERFECTION HEATING & AIR  
PERFECTION HEATING & AIR CONDITIONING  
**Construction Value:**\$4,200.00  
**Filing Date:** 7/19/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-777-7620  
**Total Fees:** \$80.00

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**Permit Number:** MC2010-26  
**Parcel Address:** 448 4TH Street S.  
**Applicant:** FIRESIDE HEARTH & HOME  
FIRESIDE HEARTH & HOME TECHNOLOGIES, INC.  
**Construction Value:**\$4,000.00  
**Filing Date:** 7/20/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-633-2561  
**Total Fees:** \$80.00

---

**Permit Number:** MC2010-27  
**Parcel Address:** 313 PERIWINKLE Place  
**Applicant:** RAY N. WELTER HEATING  
RAY N. WELTER HEATING COMPANY  
**Construction Value:**\$8,000.00  
**Filing Date:** 7/26/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 612-825-6867  
**Total Fees:** \$80.00

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**Permit Number:** MC2010-28  
**Parcel Address:** 313 PERIWINKLE Place  
**Applicant:** AUTOMATIC GARAGE DOOR &  
AUTOMATIC GARAGE DOOR & FIREPLACES, INC.  
**Construction Value:**\$814.00  
**Filing Date:** 7/28/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 763-571-2525  
**Total Fees:** \$80.00

---

**Permit Number:** PL2010-14  
**Parcel Address:** 1129 PIONEER TRAIL  
**Applicant:** VALLEY PLUMBING CO.  
VALLEY PLUMBING CO. Plumber  
**Construction Value:**\$9,500.00  
**Filing Date:** 7/12/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 952-492-2121  
**Total Fees:** \$80.00

---

**Permit Number:** PL2010-15  
**Parcel Address:** 244 4th Ave. N.  
**Applicant:** ST. PAUL PLUMBING AND  
ST. PAUL PLUMBING AND HEATING Plumber  
**Construction Value:**  
**Filing Date:** 7/19/2010  
BAYPORT, MN 55003  
**Applicant Phone:** 651-228-9200  
**Total Fees:** \$80.00

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**Building Permit Log**

For: July, 2010

Printed:7/29/2010

Page4 of 4

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**Permit Number:** PL2010-16**Parcel Address:** 313 PERIWINKLE Place**Applicant:** VALLEY PLUMBING CO.

VALLEY PLUMBING CO. Plumber

**Construction Value:**\$9,500.00**Filing Date:** 7/26/2010

BAYPORT, MN 55003

**Applicant Phone:** 952-492-2121**Total Fees:** \$80.00

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**Permit Number:** PL2010-17**Parcel Address:** 125 3rd Street So.**Applicant:** ST CROIX MECHANICAL &

ST CROIX MECHANICAL &amp; PLUMBING

**Construction Value:**\$1,500.00**Filing Date:** 7/27/2010

Bayport, MN 55003

**Applicant Phone:** 651-775-5300**Total Fees:** \$80.00

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# Renewal Application for Optional Liquor 2AM

License Type: 2AM-100K-500K Expires On: August 21, 2010

ID Number: 12385

DBA

Woody's Bar & Grill Inc.  
Woody's Bar & Grill  
109 N 3rd St  
Bayport MN 55003

Business Phone: 6514395666

If any of the above licensee information is not correct, please make corrections as necessary.

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: Alcohol and Gambling Enforcement Division (AGED). Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes  No Does the city or county that issues your liquor license allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(I certify that the city or county of \_\_\_\_\_ approves the sale of alcoholic beverages until 2AM)

Licensee Signature [Signature] Date 6-29-10  
(I certify that I have answered the above questions truthfully and correctly)

Licensee Minnesota Tax ID Number (Required): 4430771

**Licensee: Prior to submitting this application to the Alcohol & Gambling Enforcement Division you must have this form signed by your local city or county licensing official**

Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
444 Cedar Street, Suite 133, St. Paul, MN 55101-5133  
Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
www.dps.state.mn.us



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

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**Date:** July 19, 2010

**To:** Council Members and  
City Administrator Mitchell Berg

**From:** Police Chief Laura Eastman

**Subject:** Alcohol Compliance Check Grant

Please consider this memorandum as a request to enter into a grant agreement with Minnesota Institute of Public Health (MIPH) to conduct alcohol checks. See attached memo for further explanation of the grant which I applied for and the City was awarded.



Minnesota Institute of Public Health

July 1, 2010

Laura Eastman  
Bayport Police Department  
294 Third Street North  
Bayport, MN 55003

Re: Alcohol Compliance Check Grant Application

As communicated previously, your department has been awarded funding to conduct alcohol compliance check operations. Enclosed please find two copies of a Grant Contract Agreement. Please see that these contracts are forwarded for proper signatures and returned to MIPH. We understand this process can take significant time in some departments. We would like to receive the completed contracts as soon as possible, but no later than October 15, 2010.

Please review the terms of the enclosed contract. The total amount of your compliance check funding is included in the contract. You will be reimbursed \$30.00 for each compliance check with an expectation that you will conduct two rounds of checks on each licensee. The first round of checks must be conducted between August 1 and December 15, 2010. Round two checks must be conducted between January 1 and May 31, 2011. Failure to conduct checks within the timeframe may jeopardize your grant award. In the next few weeks, MIPH will post the invoice and reporting forms you may use on our website at [www.miph.org/project/eudl](http://www.miph.org/project/eudl). Click on "Law Enforcement Grants" and you will find the forms under Resources for Current Grantees. You may also receive the forms by email by sending a message to [eudl@miph.org](mailto:eudl@miph.org) simply requesting the compliance check invoice form.

Please have BOTH copies of the contract signed. Return ONE signed copy of the Grant Contract Agreement to:

Michele Miller  
Minnesota Institute of Public Health  
2720 Highway 10 NE  
Mounds View, MN 55112-4042

We commend you for your commitment to reducing illegal access to alcohol and protecting your community. If there is any way we can help you or you have any questions, please contact me at [snesbitt@miph.org](mailto:snesbitt@miph.org) or 800-782-1878 x128.

Sincerely,  
*Sheila Nesbitt*  
Project Director

2720 HIGHWAY 10 NE, MOUNDS VIEW, MINNESOTA 55112

tel: 763-427-5310 1-800-782-1878 fax: 763-427-7841

WWW.MIPH.ORG



© 1998, 2000, 2002, 2004, 2006



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 133, St. Paul MN 55101-5133  
 (651) 296-6979 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT**  
**FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**  
 (Organization or location limited to 3 permits in a 12 month period)

TYPE OR PRINT INFORMATION			
NAME OF ORGANIZATION Bayport Marina Assoc.	DATE ORGANIZED 10/1988	TAX EXEMPT NUMBER 250-59-25	
STREET ADDRESS 200 Fifth Ave. S.	CITY Bayport	STATE MN	ZIP CODE 55003
NAME OF PERSON MAKING APPLICATION Gregg Nelson	BUSINESS PHONE 651 439-2040	HOME PHONE ( )	
DATES LIQUOR WILL BE SOLD (1 to 4 days) 8/14/10	TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME Michelle Lemanski, Pres.	ADDRESS 7340 Manning Ave. N. Grant, MN 55082		
ORGANIZATION OFFICER'S NAME Russell Sheaffer, V-Pres.	ADDRESS 917 Pineridge Ct., Mahtomedia, MN 55115		
ORGANIZATION OFFICER'S NAME Rachael Harvey, Treas.	ADDRESS 309 Lindsay Rd., Hudson, WI 54016		

Location where license will be used. If an outdoor area, describe  
 Service Building and Adjacent Parking Area

Will the applicant contract for intoxicating liquor services? If so, give the name and address of the liquor license providing the service.

Will the applicant carry liquor liability insurance? If so, the carrier's name and amount of coverage.  
 (NOTE: Insurance is not mandatory)

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO LIQUOR CONTROL

CITY/COUNTY <u>Bayport</u>	DATE APPROVED _____
CITY FEE AMOUNT <u>\$50.00</u>	LICENSE DATES _____
DATE FEE PAID <u>7-8-10</u>	
SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____	APPROVED LIQUOR CONTROL DIRECTOR _____

NOTE: Do not separate these two parts, send both parts to the address above and the original signed by this division will be returned as the license. Submit to the City or County at least 30 days before the event.

PS-19079(8/95)



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

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

**Licensing Requirements**

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 April 15, 2006, the special event application form and fee must be submitted by March 20, 2006 in order to be considered at the April 3, 2006 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>	
Applicant Name: Church of St Charles	
Home Phone Number: 651-439-4511	Work/Cell Phone Number: LEE 651-303-4066
Address: 409 N 3rd St.	
City/State/Zip: Bayport, MN 55003	
Email Address: parishoffice@stcharlesbayport.org	

<b>Description of Request</b>	
Parish event / fundraiser - St Charles Octoberfest PERRO PARK	
<b>Event Information</b>	Start Date: Oct. 2, 2010 <sup>9</sup> End Date: Oct. 2, 2010 <sup>9</sup>
Days of Operation (check all that apply)	
<input type="checkbox"/> Sunday <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday	
Hours of Operation:	
Weekdays:	
Weekends: 8 AM to 10 PM	

**Requested City Assistance and/or Services**

Could we possibly close part of 3rd Street  
between the church and Penn Park for  
events/ activities

may need public works for possible  
tent locations

**Application Process and Fees**

The processing fee for the application is \$50.00 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: Church of St. Charles Date: 7/15/2010

Property Owner: Fr. Randall J. Keesel Date: 7/15/2010

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	<del>\$50.00</del> \$15.00 Nonprofit	7/15/10	CASH	Kjh
Escrow or cost incurred				



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 133, St. Paul MN 55101-5133  
 (651) 296-6979 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT**  
**FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**  
 (Organization or location limited to 3 permits in a 12 month period)

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <i>Church of St. Charles</i>		DATE ORGANIZED <i>7/13/1983</i>	TAX EXEMPT NUMBER <i>23573</i>	
STREET ADDRESS <i>409 N 3rd St</i>		CITY <i>Bayport</i>	STATE <i>MN</i>	ZIP CODE <i>55003</i>
NAME OF PERSON MAKING APPLICATION <i>Fr. Randal J. Kasel</i>		BUSINESS PHONE <i>651 439-4511</i>	HOME PHONE <i>( )</i>	
DATES LIQUOR WILL BE SOLD (1 to 4 days) <i>Saturday - 10/16/2010 10-9-10</i>		TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <i>Fr. Randal J. Kasel</i>		ADDRESS <i>409 N 3rd St. Bayport, MN 55003</i>		
ORGANIZATION OFFICER'S NAME <i>Clem Dove</i>		ADDRESS <i>537 Quinmore Ave. N Lakeland, MN 55043</i>		
ORGANIZATION OFFICER'S NAME		ADDRESS		

Location where license will be used. If an outdoor area, describe

*409 N 3rd St - and area around the building*

Will the applicant contract for intoxicating liquor services? If so, give the name and address of the liquor license providing the service.

*no*

Will the applicant carry liquor liability insurance? If so, the carrier's name and amount of coverage.

(NOTE: Insurance is not mandatory). *we will be insured for the event by Catholic Mutual*

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO LIQUOR CONTROL

CITY/COUNTY <i>Bayport</i>	DATE APPROVED _____
CITY FEE AMOUNT <i>\$50.00</i>	LICENSE DATES _____
DATE FEE PAID <i>7/15/10</i>	
SIGNATURE: CITY CLERK OR COUNTY OFFICIAL _____	APPROVED LIQUOR CONTROL DIRECTOR _____

NOTE: Do not separate these two parts, send both parts to the address above and the original signed by this division will be returned as the license. Submit to the City or County at least 30 days before the event.

PS-09079(8/95)



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

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**Date:** July 26, 2010  
**To:** Mayor and City Council  
**From:** City Administrator Berg  
**Subject:** **Fiscal Agency Agreement between Stillwater Area Public Schools and the St. Croix Valley Area Community Family Center**

Back in May of 2006, the City of Bayport entered into an agreement with the Stillwater School District to act as the fiscal agent for a proposed early childhood education center, as well as a recreation and wellness facility (community center) proposed in partner with other communities and organizations in the St. Croix Valley. The agreement is set to expire and the School District has sent out a letter to the City that it intends to terminate its agreement to serve as the fiscal agent. I did have the opportunity to contact the School District and the reasoning they provided for terminating the agreement was that they were going to move forward themselves with an early childhood education center.

As a result of talking with them and other City Administrators in neighboring communities participating in the project, it is my recommendation to send notification to the School District that the City is willing to accept their termination as fiscal agent. But in addition, the city wishes to withdraw from the agreement and to be reimbursed \$1,043.30, which is the remainder of the \$2,000.00 which the City contributed to fund a citizen survey and site selection study for the project.



**STILLWATER AREA PUBLIC SCHOOLS**  
**INDEPENDENT SCHOOL DISTRICT 834**

1875 South Greeley Street  
Stillwater, Minnesota 55082  
Tel: 651-351-8340  
fax: 651-351-8380  
tdd: 651-351-8338  
[www.stillwater.k12.mn.us](http://www.stillwater.k12.mn.us)

June 25, 2010

Sara Taylor  
City Planner  
City of Bayport  
294 N 3rd St.,  
Bayport, MN 55003

Dear Ms. Taylor:

As you know, the School District has served as the fiscal agent for the St. Croix Valley Area Community Family Center pursuant to an Agreement executed in May of 2006. I have enclosed a copy of the Agreement. This is notice pursuant to Section 24(c) that the School District intends to terminate its agreement to serve as fiscal agent.

Under the terms of the Agreement, the St. Croix Valley Area Community Family Center ("Project") has sixty (60) days to find a successor fiscal agent which must be approved by the parties. If a successor fiscal agent is found and approved, all assets and liabilities will be transferred to the new fiscal agent. If a successor fiscal agent is identified or you have any questions, please contact Lori Brink at 651-351-8322 or [olsonl@stillwater.k12.mn.us](mailto:olsonl@stillwater.k12.mn.us). If no successor is identified, the School District will allocate the Project's assets as follows:

The School District will issue checks to the contributing organizations for a pro-rated share of the remaining assets based on their original contribution. The allocation of the remaining funds is detailed on the reverse side of the attached financial statement for the Project.

Thank you for your support of this worthwhile project.

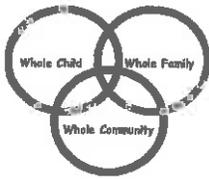
Sincerely,

A handwritten signature in black ink, appearing to read "Keith Ryskoski".

Keith Ryskoski  
Superintendent

Enclosures (2)

CC: Mitch Berg, City Administrator



COPY

**Fiscal Agency Agreement Between  
Stillwater Area Public Schools and**

**The St. Croix Valley Area Community Family Center**

**THIS AGREEMENT** is made and entered into this 12<sup>th</sup> day of May, 2006, by and between ISD #834 Stillwater Area Public Schools, Stillwater, Minnesota ("School District"), and the St. Croix Valley Area Community Family Center, \_\_\_\_\_, Minnesota ("Project").

**WHEREAS**, the Project is an integrated public/private community partnership; the Project's partners are committed to innovating, developing and implementing an integrated program of educational, recreational and wellness services to meet the needs of children, families and individuals in the St. Croix Valley area; and the Project's partners are committed to appropriately locating and constructing a facility in which to operate those services; and

**WHEREAS**, the Project desires to have Stillwater Area Public Schools serve as the fiscal agent for the planning and early implementation of the Project; and

**WHEREAS**, Stillwater Area Public Schools agrees to serve as the fiscal agent for the Project and that shall be its sole obligation to the Project;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

**School District Obligations:**

1. The School District will serve as the fiscal agent for the Project. Services shall include the reporting of the financial condition of the Project in accordance with generally accepted financial and accounting practices.
2. The School District will establish and operate for the use of the Project a designated account ("Account") segregated on the School District's books. All funds and accounts of the Project will be maintained separate and apart from School District funds and accounts.
3. The School District shall include the Project as part of its annual fiscal report, and that report will be subject to regular School District and state audits as required by law.
4. The School District will provide the Project with a monthly budget report including an income-expense statement and a balance sheet prepared according to generally accepted financial and accounting principles.
5. The School District will disburse funds from the Account upon receipt of an agreed upon requisition form. Requisition forms will be signed by one of the Project's authorized signators, and by an authorized School District designee.

6. As the fiscal agent for the Project, the School District will not have authority to approve or disapprove expenditures of the Project, but will only function as the conduit of monies received and expenditures made by the Project.

**Project Obligations:**

7. In consideration for fiscal agency services provided by the School District, the Project will pay the School District the following fees based on the following percentage of the Project's annual operating budget:

Project budget up to \$400,000 - 1% fee

Project budget between \$400,000-800,000 - 2% fee

Project budget of more than \$800,000 - 5% fee

Such payments will be made to the School District on an annual basis and will be received on or before the end of each contract year.

8. The Project agrees to implement any requirements imposed by funding organizations and to operate in accordance with the terms of this Agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the School District.
9. The Project shall be operated in a manner consistent with the School District's tax-exempt status; the Project shall not engage in activities or use funds in any way that jeopardizes the School District's tax-exempt status.
10. The Project will assume full liability for its activities and programs and shall indemnify and hold harmless the School District, its officers, agents and employees from any suits, claims, or liability arising under this Agreement or arising from the operation of the Project.
11. Annually the Project will provide the School District with reports describing the programs and services of the Project.
12. The Project will provide all information and prepare all grant requests and reports, including interim and final reports, required by funding organizations with the assistance and final approval of the School District's designee.
13. At no time will the Project or its designees spend, authorize, or commit the expenditure of more funds than are deposited, or committed to be deposited into the account.
14. The Project designates the Integrated Planning Team (IPT) Chair and IPT Vice Chair to act as its authorized officials. The authorized official(s) shall act as principle coordinators for the activities of the Project's daily business with the School District. The Project Chair and Vice Chair shall have the authority to sign disbursement requests.
15. The Project will give proper credit to the School District in all publicity in the following form: "ISD #834 Stillwater Area Public Schools serves as fiscal agent for the St Croix Valley Area Community Family Center start up."

**Joint Obligations:**

16. The School District and the Project will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
17. The School District and the Project will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports.
18. All disbursements from the Account shall be treated as payments made to or on behalf of the Project to accomplish the purposes of the Project. The Project will provide the School District with proper documentation to accomplish this.
19. The Project is organized as an independent, self-sustaining program and is not a part of the legal structure of the School District. The Project is governed and operated by its own governing board, officers, agents or officials.
20. No employee, independent contractor or agent of the Project shall be considered an employee of the School District for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; social security; liability; insurance; keeping of personnel records; termination or discharge of employment; individual contracts or continuing contract rights.
21. To the extent that any profit or loss is sustained by the Project, such profit or loss is attributed only to the Project and its governing board, officer, agents or officials, and not to the School District.
22. The School District shall have no authority under any circumstances to hire or retain, discipline, supervise, provide work direction, set hours of work or operation of the Project, or discharge any employee, independent contractor or agent of the Project.

**Duration of Agreement; Amendments; Termination and Successors:**

23. This Agreement will be subject to review and possible amendment annually by mutual agreement of the School District and the Project.
24. This Agreement will terminate if any of the following events occurs:
  - a) The School District requests the Project to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
  - b) Either party fails to perform or observe any other term or condition of this Agreement, and this failure remains unremedied fifteen (15) days after notice in writing is given to the other party; or
  - c) Upon expiration of sixty (60) days after either the Project or the School District has given written notice of its intent to terminate the Agreement.

25. Neither the School District nor the Project will impose any termination or separation fees or penalties upon the other.
26. In the event this Agreement is terminated, the School District and the Project will comply with any termination conditions imposed by funding organizations.
27. After termination of this Agreement for the School District to serve as fiscal agent of the Project, the Project may continue to exist provided another nonprofit corporation, which is tax-exempt under Internal Revenue Code § 501(c)(3), and which is not classified as a private foundation under Internal Revenue Code § 509(a), is willing and able to serve as the fiscal agent for the Project (“Successor”).
28. Both parties must approve the Successor in writing by the end of the 60-day written notice of termination period.
29. If the parties cannot agree on a Successor to act as fiscal agent for the Project, the Project shall have an additional 60 days to find a Successor willing and able to act as fiscal agent for the Project.
30. If a Successor is found, the balance of assets held or liabilities incurred by the School District in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof.
31. The Successor shall receive all assets and liabilities so long as such organization has provided to the Project and the School District a determination letter from the Internal Revenue Service, which states the new organization is exempt from federal taxation under Internal Revenue Code § 501(c)(3).
32. If no Successor is found, the School District will allocate the Project’s assets and liabilities in a manner consistent with applicable state and federal laws.

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

**ISD # 834 Stillwater Area Public Schools**

Keith Ryskoski  
Keith Ryskoski, Superintendent

5/11/06  
Date

Raymond C. Queener  
Ray Queener, Assistant Superintendent

5/11/06  
Date

**St. Croix Valley Area Community Family Center**

Doris K. Karls  
Doris Karls, Integrated Planning Team (IPT) Chair

5/12/06  
Date

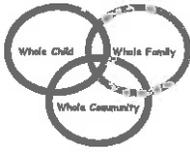
David Rodriguez  
David Rodriguez, Integrated Planning Team (IPT) Vice Chair

5/12/06  
Date



**St. Croix Valley Area Community Family Center  
Financial Report  
August 2007**

		<b>Balance as of 8/1/07</b>	<b>\$10,954.65</b>
<b>Revenue</b>			
<b>Date</b>	<b>Source</b>	<b>Amount</b>	
10/4/2005	Hugh J. Andersen Foundation	20,000.00	
10/24/2005	City of Bayport	2,000.00	
11/3/2005	Early Childhood Advisory Council	1,000.00	
11/7/2005	City of Stillwater	2,000.00	
11/17/2005	Andersen Corporation	2,000.00	
11/18/2005	City of Oak Park Heights	2,000.00	
11/18/2005	School District #834	2,000.00	
11/18/2005	City of Lake Elmo	2,000.00	
11/18/2005	Human Services, Inc.	2,000.00	
11/18/2005	YMCA	2,000.00	
11/18/2005	United Way-Kay Clint Fund	2,000.00	
12/2/2005	Courage St. Croix	2,000.00	
2/22/2006	Lakeview Hospital	2,000.00	
4/10/2006	Hugh J. Andersen Foundation	20,000.00	
		<b>Total Revenue</b>	<b>\$63,000.00</b>
<b>Expense</b>			
<b>Date</b>	<b>Description</b>	<b>Amount</b>	
11/29/2005	Visa - Online Nonprofit Job Posting	49.00	
1/4/2006	Heather Baum - Start up consulting services	1,200.00	
1/31/2006	Post Office - PO Box rental for 1 year	74.00	
2/1/2006	IOS - Office Supplies	61.37	
2/6/2006	Heather Baum - January consulting services	3,000.00	
3/2/2006	Heather Baum - February consulting services	3,000.00	
4/6/2006	Heather Baum - March consulting services	3,000.00	
5/4/2006	Heather Baum - April consulting services	3,000.00	
6/7/2006	Heather Baum - May consulting services	3,000.00	
6/16/2006	Maxfield Research, Inc. - 1st payment on contracted services	2,000.00	
6/20/2006	Heather Baum - Second half of start up costs	1,200.00	
6/20/2006	Heather Baum - Cell phone reimbursement Feb-Jun	175.00	
6/22/2006	Decision Resources, Ltd. - 1st payment on contracted services	5,166.66	
7/7/2006	Heather Baum - June consulting services	3,000.00	
7/13/2006	Maxfield Research, Inc. - 2nd payment on contracted services	2,000.00	
7/26/2006	Pamela Waite - Logo design work	300.00	
8/7/2006	Heather Baum - July consulting services	3,000.00	
9/6/2006	Heather Baum - August consulting services	3,000.00	
9/8/2006	Decision Resources, Ltd. - 2nd payment on contracted services	5,166.66	
9/19/2006	Decision Resources, Ltd. - 3rd/final payment on contracted services	5,166.66	
9/27/2006	Heather Baum - September consulting services	3,000.00	
9/27/2006	Heather Baum - Cell phone reimbursement Jul-Sept	105.00	
10/9/2006	Maxfield Research, Inc. - final payment on contracted services	2,000.00	
2/6/2007	Post Office Box Keys returned	-2.00	
6/1/2007	Stillwater Area Public Schools-Fiscal Agency Fee	383.00	
		<b>Total Expenses</b>	<b>\$52,045.35</b>
		<b>Balance as of 8/1/07</b>	<b>\$10,954.65</b>



**St. Croix Valley Area Community Family Center  
Allocation of Remaining Funds  
May 2010**

**Balance of Funds Remaining** **\$10,954.65**

<b>Partner</b>	<b>Original Contribution</b>	<b>Prorated Share of Remaining Funds</b>
City of Bayport	\$2,000.00	\$1,043.30
City of Stillwater	\$2,000.00	\$1,043.30
Andersen Corporation	\$2,000.00	\$1,043.30
City of Oak Park Heights	\$2,000.00	\$1,043.30
City of Lake Elmo	\$2,000.00	\$1,043.30
Human Services, Inc.	\$2,000.00	\$1,043.30
YMCA	\$2,000.00	\$1,043.30
Courage St. Croix	\$2,000.00	\$1,043.30
Lakeview Hospital	\$2,000.00	\$1,043.30
School District #834	\$2,000.00	\$1,043.30
Early Childhood Advisory Council	\$1,000.00	\$521.65



# **Bayport Fire Department**

294 N. 3rd Street • Bayport, MN. 55003 • Hall (651) 439-6992 • Fax (651) 351-7051

07/26/2010

To: Honorable Mayor and City Council  
Mitch Berg, City Administrator  
City Staff

Re: Bunker/turnout gear purchase

We would like to start the process of replacing turnout gear for the department. We would like to replace 10 sets this year and the remaining sets in 2011. The gear has a life expectancy of approximately 8 years. Our gear is at that age, with some sets beyond repair.

We are asking the City Council to approve spending \$18,728.13 from our equipment replacement fund for this purpose.

I have included two quotes and would recommend that we purchase the gear through Municipal Emergency Services at \$1748.25 per set.

Respectfully submitted,

Mike Bell  
Fire Chief

**MES - MIDAM**  
**1751 Business Park Drive**  
**Fremont, NE 68025**

Telephone.....: 402-727-5785  
 Fax.....: 402-727-5789



**Ship To:**  
 BAYPORT FIRE DEPARTMENT  
 301 N. 2ND AVE  
 BAYPORT, MN 55003

Contact: MIKE BELL  
 Phone:

**Bill To:**  
 BAYPORT FIRE DEPARTMENT  
 301 N. 2ND AVE  
 BAYPORT, MN 55003

## Quotation

Number.....: QT\_00061855-2  
 Date.....: 6/15/2010  
 Page.....: 1 of 1  
 Sales order.....:  
 Requisition.....:  
 Your ref.....:  
 Our ref.....: BMcCabe  
 Quotation deadline.....: 5/20/2010  
 Payment.....: Net 30  
 Sales Rep.....: BMcCabe  
 Terms of delivery.....: Customer Pays Freight  
 and Freight is Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
31182-4	Globe G-Xtreme Coat			10.00	EA	998.65	9,986.50
41182-4	Globe G-Xtreme Pant			10.00	EA	749.60	7,496.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

**Notes:**

BAYPORT SPEC:

32" G-XTREME JACKET, GOLD PBI MATRIX SHELL, ARALITE NP LINER, CROSSTECH BARRIER, NYC L/Y TRIPLE TRIM, LETTERING(BAYPORT), ZIPPER VELCRO CLOSURE, 2X8X8 FULL BELLOW/ HANDWARMER PKTS, 2ea SELF MIC TAB, FLASHLIGHT SNAN & STRAP, 2X3.5X8 RADIO PKT, NOMEX HWG WRISTERS, SELF REINFORCED CUFFS, AND DRD.

G-XTREME PANTS, SAME MATERIALS AS ABOVE, ZIPPER/BELT CLOSURE, L/Y TRIPLE TRIM AT CUFF, 2X10X10 FULL BELLOW PKTS, PKT DIVIDER RH, DRAGONHIDE REINFORCED CUFFS AND KNEES W/ SILIZONE KNEE PADDING, AND H-BACK RIPCORD SUSPENDERS.

ADD 30% FOR SIZES 60 AND UP.

Sales balance	Total discount	S&H	Sales tax	Total
17,482.50	0.00	0.00	1,245.63	18,728.13 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable.



# QUOTATION

Date	QUOTATION #
7/21/2010	6523

<b>Name / Address</b>
BAYPORT FIRE DEPARTMENT 301 2nd. AVENUE NORTH BAYPORT, MN 55003 " ATTN. CHIEF MIKE BELL "

Terms	Rep	Project	Price Quotation
30 DAYS	GRC		

Item	Description	Qty	Cost	Total
248-G-XTREME-C	<p>*** 7.5oz. MATRIX GOLD/ARALITE NP/CROSSTECH PJ ***</p> <p>GLOBE- " G-XTREME " JACKET. INCLUDE: CONTOURED COLLAR/FREE HANGING THROAT TAB, OPENING LINER SYSTEM, AXTION BACK/AXTION LINER, CONTOURED AXTION SLEEVE, ELASTICIZED DOUBLE SLEEVE WELLS, THERMALLY ENHANCED UPPER BODY AND ELBOWS, TRIMTRAX THREAD PROTECTION SYSTEM, BREATHABLE FRONT CLOSURE SYSTEM/HIGH TEMP POLYMER ZIPPER, 3-PIECE SHELL AND LINER SYSTEM, CARGO/HANDWARMER POCKETS, DOUBLE-STITCHED SEAMS, HEAVY-DUTY CUFF REINFORCEMENT, REINFORCED HARDWARE, FLAME-RESISTANT HOOK.PILE FASTENER TAPE AND " DRD " DRAG RESCUE DEVICE.</p> <p>3" NEW YORK L/Y TRIPLE TRIM 3" L/Y S-LITE * BAYPORT * (2) SELF MIC STRAPS SURVIVOR FLASHLIGHT HOLDER 2x3.5x8 RADIO PKT NOMEX HWG WRISTERS SELF REINFORCED CUFFS</p>	10	1,229.00	12,290.00T

PRICE QUOTE VALID FOR 30 DAYS - SHIPPING CHARGES NOT INCLUDED



# QUOTATION

Date	QUOTATION #
7/21/2010	6523

<b>Name / Address</b>
BAYPORT FIRE DEPARTMENT 301 2nd. AVENUE NORTH BAYPORT, MN 55003 " ATTN. CHIEF MIKE BELL "

Terms	Rep	Project	Price Quotation
30 DAYS	GRC		

Item	Description	Qty	Cost	Total
248-G-XTREME-P	GLOBE- " G-XTREME " TROUSER . INCLUDES: ADJUSTABLE KEVLAR BELT, ELASTICIZED REAR WAISTBAND, STRAIGHT THERMAL FLY, 4-PIECE BODY, PANELS, AXTION SEAT, EXCLUSIVE DIAMOND CROTCH GUSSET, AXTION KNEE/AXTION LINER. THERMALLY ENHANCED KNEES, REVERSE BOOT CUT, DOUBLE-STITCHED SEAMS, OPENING LINER SYSTEM, EXPANSION POCKETS, HEAVY-DUTY CUFF REINFORCEMENTS, PADDED RIP-CORD SUSPENDERS, FLAME-RESISTANT VELCRO FASTENER, TRIMTRAX THREAD PROTECTION SYSTEM.	10	927.00	9,270.00T
	3" AROUND CUFF L/Y TRIPLE TRIM POCKET DIVIDER RH DRAGONHIDE REINFORCED CUFFS SILIZONE PADDED KNEES DRAGONHIDE REINFORCED KNEES OUT OF STATE		0.00	0.00

PRICE QUOTE VALID FOR 30 DAYS - SHIPPING CHARGES NOT INCLUDED



## **Bayport Fire Department**

294 N. 3rd Street • Bayport, MN. 55003 • Hall (651) 275-4401 •  
Fax (651) 275-4402

7/26/10

To: Honorable Mayor and Council Members  
Mitch Berg, City Administrator  
City Staff

Re: Fire Chief Appointment

The Bayport Fire Chief position is a three year term, with the term ending on August 6, 2010. The Fire Chief position was posted for applications and I have been endorsed by the membership to remain Chief.

I would also like to take this opportunity to thank the citizens and businesses of Bayport, Baytown Township, Oak Park Heights and West Lakeland Township for their support of myself and the Fire Department over the last three years. I have enjoyed my time working with the city and the department as Chief.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Mike Bell".

Mike Bell  
Fire Chief

***Proudly Serving the Communities of • Bayport • Baytown • Oak Park Heights • West Lakeland***

July 26, 2010

Dear Mr. Jon Nowaczek - Mayor, Mr. Mitch Berg – City Administrator, Ms. Laura Eastman – Police Chief and Mr. Mike Bell – Fire Chief;

Attached please find the “Application for Outdoor Fireworks Display Permit” for Derby Days celebration on the evening of Saturday, September 18<sup>th</sup>, 2010.

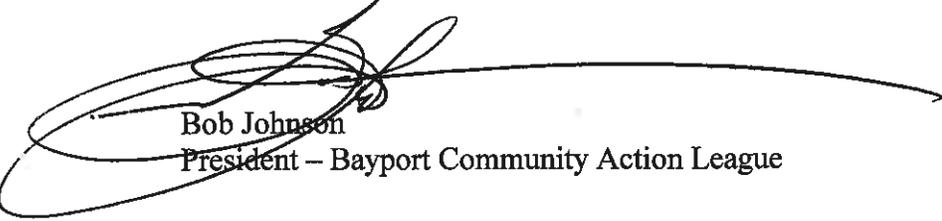
A deposit check and signed copy of this contract will be submitted to Nightlighter Fireworks, Inc. once the application is approved and **their contract is signed as indicated at the bottom of page 3 of their contract.**

They will provide a copy of their insurance policy upon receipt of the deposit and contract. I will forward a copy of the policy as soon as I receive their copy of the signed contract.

I am also requesting that the filing fee for this event be waived.

Thank you very much for your prompt attention to approving this application.

Sincerely,



Bob Johnson  
President – Bayport Community Action League



City of Bayport  
 294 North Third Street  
 Bayport, MN 55003  
 Phone: 651-275-4404  
 Fax: 651-275-4411

## Application for Outdoor Fireworks Display Permit

Date 7/22/10

Permit No. \_\_\_\_\_

<b>Date and Time of Display</b>	<i>Saturday, September 18<sup>th</sup> @ 9:00 p.m.</i>
<b>Name of Event</b>	<i>'Derby Days'</i>
<b>Display address/Location</b>	<i>Lakeside Park, Bayport</i>

Applicant: Municipality \_\_\_\_\_ Fair Association/Organization

<b>Property Owner of Display Address</b>	Name/Company <u>City of Bayport</u>	Phone No. _____
	Address _____	
<b>Municipality, Fair Association, or Organization</b>	Organization <u>Bayport Community Action League</u>	Phone No. _____
	Contact Person (Print) <u>Bob Johnson</u>	Phone No. <u>(651) 439-8894 (h)</u> <u>(651) 379-3212 (w)</u>
	Address <u>130 So. 6<sup>th</sup> St. #</u>	
	City <u>Bayport</u>	State <u>MN</u> Zip <u>55003</u>
<b>Operator qualified to supervise fireworks display</b>	Name/Company <u>Nightlighter Fireworks, Inc.</u>	Phone No. <u>1-612-281-7976</u>
	Address <u>83163 - 220<sup>th</sup> St.</u>	
	City <u>Hayward</u>	State <u>MN</u> Zip <u>56043</u>

**Note: A detailed site sketch with the proposed fireworks launching location must accompany this application.**

The undersigned hereby represents upon all of the penalties of the law, for the purpose of including the City of Bayport to take the action herein requested, that all statements are true, and that all work herein will be done in accordance with the ordinances of the City of Bayport and the State of Minnesota.

	<u>7/22/10</u>	_____	_____
Applicant's Signature	Date	Property Owner's Signature	Date

Office Use -Dept. Review	Inspection	Date	Inspector
Fire Department	<input type="checkbox"/> Site Inspection <input type="checkbox"/> Operator Investigation		
Police Department	<input type="checkbox"/> General		
Administration	<input type="checkbox"/> General		

Permit Approved By: \_\_\_\_\_

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

# NIGHTLIGHTER Fireworks Inc.

Sponsor:

Date: 7-15-10

Bayport Community Action  
League  
P.O. Box 133  
Bayport MN 55003

## CONTRACT

This Contract entered into this 15<sup>th</sup> day of July 2010, engages the services of **NIGHTLIGHTER Fireworks Inc.**, (hereinafter referred to as "NIGHTLIGHTER") to produce and perform a fireworks display under the following terms:

1. **NIGHTLIGHTER** reserves the right to make substitutions as reasonably necessary. **All substitutions will be of equal or greater quality, quantity, and value.**

2. **NIGHTLIGHTER** shall provide qualified pyrotechnicians who will deliver, set-up, execute and take down the fireworks display. The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded or defective fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, location of display sight, time of completion of display, etc.

3. **NIGHTLIGHTER** shall provide Liability Insurance (including spectator and property coverage) in the amount \$2,000,000 - Two Million Dollars naming the Sponsor as an additional insured.

4. The cost of the display will be \$8,000.<sup>00</sup> - Eight Thousand Dollars. At the time of signing of this Contract, Sponsor will pay a nonrefundable deposit amount of \$4,000.<sup>00</sup> - Four Thousand Dollars. The remaining balance of \$ \_\_\_\_\_ will be paid by Sponsor prior to the display being fired. T.B.B.

5. The date of the display will be September 18<sup>th</sup> 2010, at 9:00 PM. In case of inclement weather, the display will be rescheduled for \_\_\_\_\_ at \_\_\_\_\_ PM. In the event inclement weather forces the cancellation of the display, Sponsor will pay \$ 800.<sup>00</sup> to cover expenses of redisplaying the display. If the display is not rescheduled, Sponsor will pay 50% of the contract total - (\$4,000.<sup>00</sup>) for transportation, labor, and restocking charges. The decision to proceed with the display based upon inclement weather shall be made by Sponsor/NIGHTLIGHTER. NIGHTLIGHTER shall have complete authority to cancel the display if, in the reasonable opinion of NIGHTLIGHTER, the health, safety, and well being of the pyrotechnicians and/or spectators or property would be jeopardized by proceeding with the display.

6. Sponsor shall procure and furnish a suitable location for the fireworks display in accordance with NFFA 1123, and shall secure all police, fire, local and state permits, and shall arrange for all security bonds as required by law for the location of the display. Sponsor shall furnish all necessary police, fire and other appropriate protection necessary for proper crowd control, automobile parking, and supervision in clearing of debris after the display.

7. **Sponsor** explicitly acknowledges that an early morning search of the grounds/ location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found, that were missed during the inspection the preceding evening, the **sponsor** shall immediately notify **NIGHTLIGHTER**, and the local fire department.

8. **NIGHTLIGHTER** agrees to take all steps reasonably necessary to safeguard **Sponsor's** property and the property of the spectators. Should any losses occur, the **Sponsor** must notify **NIGHTLIGHTER** of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and shall provide as much detail as reasonably possible in relation to the nature and extent of the loss.

9. **NIGHTLIGHTER** shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond **NIGHTLIGHTER'S** control.

10. This Contract shall be construed by the laws of the state of Minnesota. In the event that any court of competent jurisdiction deems any provision of this agreement unenforceable, the remaining provisions hereof shall remain in full force and effect.

11. The **Sponsor** shall pay to **NIGHTLIGHTER** all costs and expenses, including reasonable attorneys fees, incurred by **NIGHTLIGHTER** in enforcing the terms of this Contract.

12. **Sponsor** agrees to indemnify and hold harmless **NIGHTLIGHTER** for any and all costs and liabilities, which **NIGHTLIGHTER** may incur as a result, or arising out of products not supplied by **NIGHTLIGHTER** or the actions of individuals other than the pyrotechnicians and other employees of **NIGHTLIGHTER**.

13. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract.

14. The party signing this document for the **Sponsor** warrants and represents that she/he is solely authorized to enter into this agreement on behalf of the **Sponsor**.

**ADDITIONAL PROVISIONS:**

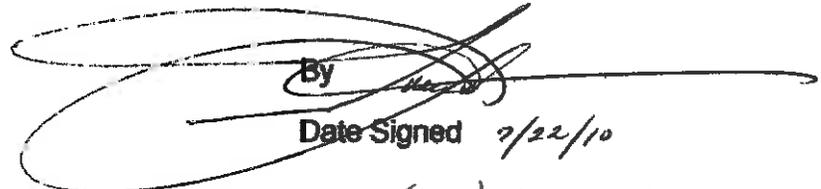
**NIGHTLIGHTER Fireworks Inc.**  
**83163 - 220<sup>th</sup> Street**  
**Hayward, MN 56043-4040**  
**1-(612)-281-7976**

**CUSTOMER:** *BCAL*

Address: *P.O. Box 133*  
*Buyport, MN 55003*

By

Date Signed

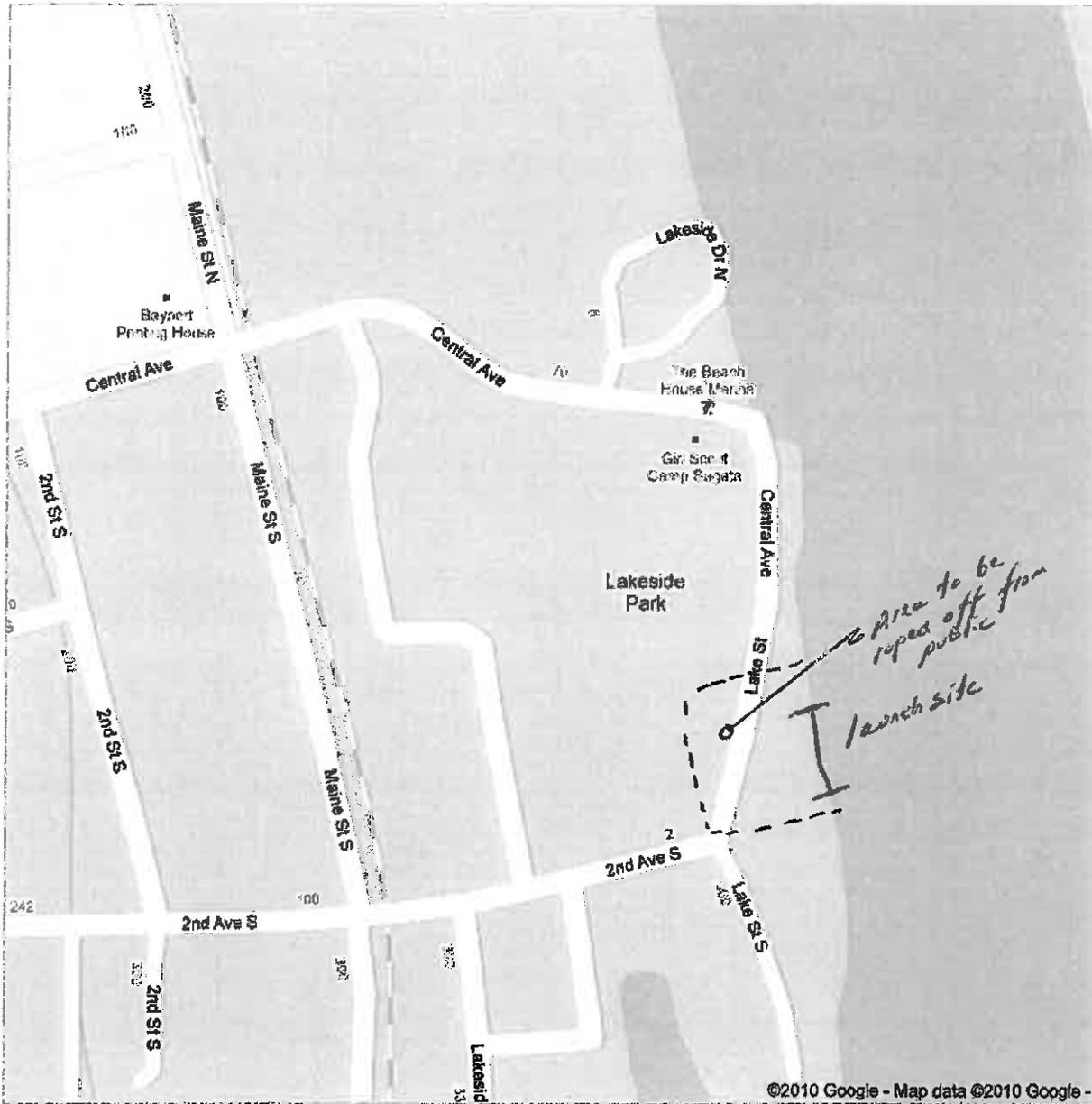
  
By *[Signature]*  
Date Signed *7/22/10*

Phone # *(651) 439-8894*

# Google maps

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

---

Date: July 28, 2010

To: Mayor and City Council  
Mitch Berg, City Administrator

From: Mel Horak

**Subject: Lift Station Trash Basket**

***BACKGROUND***

For the past two years, the Public Works department has been responding to a lot of malfunctions to the two lift station sewage pumps in Inspiration. These clogged pump events render the involved lift pump(s) partially and/or totally inoperative and are happening with more frequency. Public Works responds to this alarm condition 24 hours a day, 365 days a year. Staff is concerned about potential sewer backup liability claims and the increasing employee overtime expenses. These pump clogging events will also shorten the service life of these expensive pumps.

In an attempt to educate the property owners serviced by the lift station and alleviate the problem, Public Works staff previously hand delivered and mailed an informative letter explaining the cause and effects of flushing the wrong materials down the sewer system. Despite these efforts, the problem persists.

In order to improve the situation and hopefully eliminate the problem, Public Works is requesting City Council authorization to purchase a lift station trash basket assembly. This basket assembly is designed to remove and store the larger pump clogging items out of the sewage flow. Two quotes were solicited for the provision and installation of an aluminum trash basket and related stainless steel rails and appurtenances. The quotes are as follows:

- Electric Pump Company, New Prague, Minnesota.....\$3,850.00
- Tri State Pump & Control, Inc., Clearwater, Minnesota.....\$3,553.65

Tri State Pump & Control, Inc., offered a basket option to upgrade from aluminum construction to stainless steel construction for an additional \$473.55, for an all stainless steel construction total price of \$4,027.20, including installation.

***RECOMMENDATION***

Staff recommends the City Council authorize the purchase and installation of an all stainless steel lift station trash basket assembly from Tri State Pump & Control, Inc., Clearwater, Minnesota, for the grand total price of \$4,027.20. Funding for this purchase will be obtained from the sewer operating fund #46200-419.

**2010-11  
GRANT AGREEMENT  
FOR  
MUNICIPAL RECYCLING GRANT DISTRIBUTION**

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Bayport, 294 N 3<sup>rd</sup> St, Bayport, MN 55003, hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Term:**

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2011.

**2. The County's Obligations:**

The County will pay the Grantee an amount of up to \$8,264.00 which is to be used for recycling program expenses in 2010 and 2011. Payment will be made in two installments, one in 2010 and one in 2011. The 2010 payment will be made within 60 days of execution of this Agreement and the 2011 payment will be made within 60 days of the county approving the 2011 Grant Application.

**3. The Grantee's Obligations:**

- a. The Grantee agrees to follow their 2010 (Exhibit A) and 2011 Municipal Recycling Grant Applications.
- b. The Grantee will use all recycling grant money received in 2010 and 2011 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by August 15, 2010. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee will prepare and submit annual recycling reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31 of the year following the reporting period. The annual reports will be made on a form provided by the County.
- e. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste

generated by city/township government activities (including city/town halls, public works buildings, parks etc.) shall be delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

- f. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of Grant funds.

#### **4. Indemnification and Insurance:**

- a. The Grantee agrees it will defend, 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 after sustain, incur, or be required to pay arising out of the Grantee's performance or failure to adequately perform its obligations pursuant to this Agreement.
- b. The Grantee further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force.
  1. General liability insurance in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident as set forth in Minnesota Statutes §466.04.
  2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the County.

A Certificate of Insurance evidencing this coverage must be provided to the County before this Agreement is effective.

- c. Workers Compensation insurance as statutorily required.

#### **5. Data Practices:**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the

Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

**6. Condition Subsequent**

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

**7. Records Availability and Retention:**

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, 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 Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

**8. Independent Contractor:**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

**9. Nondiscrimination:**

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

**10. Firearms Prohibited:**

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or

subcontractors of the Grantee shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the county under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

**11. Noncompliance by Grantee:**

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

**12. Termination:**

This Agreement may be canceled by either party upon thirty (30) days written notice. Notice to the Cities shall be mailed to the City Administrator or to the City Clerk if there is no Administrator. Notice to Townships shall be mailed to the Township Clerk. Notice shall be sent to the official business address of the City or Township. Notice to the County shall be mailed to: Department of Public Health and Environment, 14949 62nd Street N, PO Box 6, Stillwater, MN 55082-0006.

**13. Merger and Modification:**

- a. 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. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

WASHINGTON COUNTY

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Lowell Johnson, Director  
Department of Public Health  
and Environment

DATE \_\_\_\_\_

DATE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

APPROVED AS TO FORM

BY *Michael Magus*  
Ass't Washington Co. Attorney

DATE *July 06, 10*

**CITY OF BAYPORT  
RIVERFRONT ADVISORY COMMISSION  
MEETING MINUTES  
Tuesday, July 13, 2010**

**CALL TO ORDER**

Staff present: Facilitator Mark Nagel

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

Guests present: Harold Radke

**CALL TO ORDER:**

The July Meeting of the Commission was called to order at 6:03 PM in The Council Chambers of Bayport City Hall.

**APPROVAL OF AGENDA**

It was moved by Commissioner McManus and seconded by Commissioner Goldston to approve the July 13, 2010 agenda as printed. Motion carried.

**COMMENTS FROM THE PUBLIC**

Resident Harold Radke inquired about whether or not demographics of the community was being considered in the process, specifically who is currently using the riverfront. He also noted the need for Winter activities along the riverfront saying that it was underutilized during that time.

**APPROVAL OF MINUTES**

It was moved by Commissioner Selmecki and seconded by Commissioner Goldston to table consideration of the meeting minutes from Tuesday, June 8, 2010, until the August Meeting, as they were not included in the packets. Motion carried.

**CITY COUNCIL UPDATE**

Commissioner Lanz summarized the update that she provided to the City Council on the proceedings from the Commission's June 8<sup>th</sup> Meeting. There was also consensus from the commission to have Commissioner Goldston speak on the activities of the Commission at the August 2, 2010 City Council meeting, with City staff serving a backup.

**STAFF UPDATE**

There was no Staff Update at the July Meeting of the Commission.

**OTHER**

Mr. Nagel reminded Commissioners that the August Meeting had been moved from August 10<sup>th</sup> to the 11<sup>th</sup> at 6 PM due to the Primary Election that day. He also noted that the August Meeting will take place at the Public Beach House in Lakefront Park that evening.

**VISIONING PLAN**

Facilitator Nagel presented a Powerpoint handout summarizing the Delphi Technique process utilized over the last month to assist Commissioners in developing a Vision Statement and Goals. He said that

Commissioners came up with 6 different Vision Statements and 25 goals for the Riverfront, which were then narrowed to 1 Vision Statement and 10 Goals for further discussion this evening. Commissioners spent the next hour revising the draft Vision Statement and further redefining the Goals down to 8 to accomplish that Vision.

Mr. Nagel said that Commissioners had already provided a number of good objectives that could be used in the next step, which was to take each Goal and list possible Objectives for accomplishing the 8 Goals, and, ultimately, the Vision for the Bayport Riverfront. As part of his Powerpoint handout, he provided Commissioners with examples of objectives developed by Commissioners for 4 of the Goals. Next, he said, Commissioners will be asked over the next month to develop additional Objectives for each of the 8 Goals for further discussion at the August Meeting. He said that he will provide a summary of the Vision Statement, 8 Goals, and Objectives to date to Commissioners by Tuesday July 20<sup>th</sup>, so that Commissioners can provide feedback on The Vision Statement and Goals, as well as Objectives for each of the 8 Goals. These will then be summarized by Mr. Nagel for more online discussion before the next meeting.

#### **ADJOURNMENT**

There being no further business to come before the Commission, the meeting was unanimously adjourned by voice vote at 7:38 p.m.



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

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DATE: July 28, 2010  
TO: Mayor and City Council  
FROM: Mitch Berg, City Administrator  
RE: Ice Road

### ***BACKGROUND***

At the April 5, 2010 meeting, the City Council passed a resolution calling for a public hearing on the vacation of an easement providing access to the river crossing commonly referred to as the "Ice Road." At that same meeting, the City Council acknowledged its support for the approval of an easement agreement which would permit the City to vacate the "Ice Road" easement in exchange for a permanent public easement which more accurately reflects the location of the current road.

The City Council directed that the public hearing be on July 5, 2010. Notice of the hearing was mailed to all abutting property owners and published twice in the Stillwater Gazette. A map of the proposed easement and the vacated easement were also mailed to all of the abutting property owners. Also, a notice of the hearing and map were posted on the bulletin boards of City Hall and of the Waterford Association.

Staff wants to make the City Council aware that when preparing the public hearing notice, the legal description was amended slightly by the City Engineer. In amending the legal description, the City Engineer was unaware of the fact the legal description was taken directly from the survey provided by the Waterford Association. The inclusion of the amended description in the public hearing poses no issue for the actual hearing. The error is harmless and the amended description is sufficient to place the public on notice of the City's intent to consider vacation of the actual easement. The original easement description will remain in both the Easement Agreement with the Waterford Association and the Resolution vacating the easement, should the City Council approve the vacation. Both the City Engineer and City Attorney are prepared to address the matter at the City Council meeting if there are any questions.

*At the June 5, 2010 City Council meeting the City Council convened and closed the public hearing on the proposal to vacate the road commonly referred to as "the Ice Road." After taking comments from the public, the City Council asked to table the agenda item in order to:*

- *Determine if staff and the Waterford Association could come up with some language in the easement agreement to allow signage to be placed outside of the easement; and*
- *Develop some language in the easement agreement to permit any plowed snow to be deposited outside of the 20 foot wide easement.*

### ***RECOMEMNDATION***

*Therefore, after some discussion with the Waterford Board President and the Waterford Attorney, the City Attorney has drafted an amended Easement Agreement which should address the two above mentioned items of concern from the Council.*

*As such, attached with this memo is the copy of the resolution (with the corrected legal description) to vacate the property along with an amended Easement agreement, of which staff is recommending approval. However, approval of the vacation shall also be contingent upon the members of the Waterford Association approving the final Easement Agreement with the City of Bayport.*

Attachment: Resolution to vacate an easement commonly referred to as "The Ice Road"  
Easement Agreement (with Attachment A and B)

**CITY OF BAYPORT  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION VACATING A PORTION OF AN EXISTING PUBLIC EASEMENT  
COMMONLY REFERRED TO AS THE "ICE ROAD EASEMENT"**

**THE CITY COUNCIL OF THE CITY OF BAYPORT, MINNESOTA DOES HEREBY  
RESOLVE AS FOLLOWS:**

**WHEREAS**, the City Council pursuant to Minnesota Statute §412.851 passed a resolution on May 5, 2010 calling for the vacation of an easement granted by Waterford on the St. Croix Condominium Association, Inc. in favor of a new easement, commonly referred to as the "Ice Road Easement", providing ingress and egress access to Lake St. Croix and said easement being legally described as:

A permanent public easement 20 feet in width for ingress and egress purposes over, under and across that part of Lot 1, Block 1, and that part of Outlet F, Bayport Marina, Washington County, Minnesota, which lies 20 feet to the right of the following described reference line:

Beginning at the most westerly corner of said Outlot F; thence North 24 degrees 20 minutes 16 seconds East 401.86 feet along the westerly line of said Outlot F and said Lot 1; thence northeasterly 90.24 feet along an 80.00 foot radius tangential curve concave southeasterly with a central angle of 64 degrees 37 minutes 42 seconds; thence North 88 degrees 57 minutes 58 seconds East 198.76 feet tangent to said curve to the east line of said Lot 1, being the west line of Maine Street and said reference line there terminating.

**WHEREAS**, a public hearing to consider the vacation of such street was held on the 6th day of July, 2010, before the City Council in the City Hall located at 294 N 3<sup>rd</sup> Street at 6:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 16th day of June, 2010 and all interested and affected persons were given an opportunity to voice their concerns and be heard;

**WHEREAS**, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserve the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

**WHEREAS**, the Council in its discretion has determined that the vacation will benefit the public interest because the public roadway as utilized by the residents of the City is no longer located within the boundaries of the easement described herein. Vacation of the existing easement in favor of accepting an easement which accurately reflects the location of the Ice Road Easement are prudent and necessary actions required to clarify the rights and responsibilities of the City and Waterford on the St. Croix Condominium Association, Inc.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAYPORT, COUNTY OF WASHINGTON MINNESOTA**, that such petition for vacation is hereby granted and the easement described as follows is hereby vacated:

A permanent public easement 20 feet in width for ingress and egress purposes over, under and across that part of Lot 1, Block 1, and that part of Outlet F, Bayport Marina, Washington County, Minnesota, which lies 20 feet to the right of the following described reference line:

Beginning at the most westerly corner of said Outlot F; thence North 24 degrees 20 minutes 16 seconds East 401.86 feet along the westerly line of said Outlot F and said Lot 1; thence northeasterly 90.24 feet along an 80.00 foot radius tangential curve concave southeasterly with a central angle of 64 degrees 37 minutes 42 seconds; thence North 88 degrees 57 minutes 58 seconds East 198.76 feet tangent to said curve to the east line of said Lot 1, being the west line of Maine Street and said reference line there terminating.

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Adopted by the Council this 2nd day of August, 2010.

Signed by: \_\_\_\_\_  
(Mayor)

Attested by: \_\_\_\_\_  
(City Clerk)

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made as of \_\_\_\_\_, 2010 by and between **WATERFORD ON THE ST. CROIX CONDOMINIUM ASSOCIATION, INC.**, a Minnesota corporation ("Waterford") and the **CITY OF BAYPORT**, a municipal corporation located in Washington County, Minnesota ("City").

### RECITALS

1. Waterford is the owner of that certain tract of land over which the City has been granted a public easement for ingress and egress over the property described in the attached **Exhibit A**.

2. Waterford and the City have determined that the gravel road intended for public use for ingress and egress is not located over the property described in **Exhibit A**.

3. Waterford and the City wish to correct the description of the easement to accurately reflect the location of the gravel road.

4. The City has agreed to vacate the road as currently described in **Exhibit A** in exchange for Waterford's grant of a permanent public easement over the property described in the attached **Exhibit B**.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Waterford and City hereby agree as follows:

### AGREEMENT

1. Easement Grant. Waterford grants for the benefit of the City, a permanent public easement for ingress and egress to the St. Croix River, over, across and upon Waterford's property. No vehicles, fish houses, shelters, trailers or other things shall be placed or left upon or along said easement or the adjoining land without the approval of Waterford.

2. Vacation of Record Easement. In consideration of the grant of the easement described on **Exhibit B** and further described and limited by the terms of this agreement, the City agrees to vacate the record easement for substantially the same purpose which is described on **Exhibit A**. Upon execution of this agreement the City agrees to initiate the process of vacating the easement described on **Exhibit A** and to pursue the vacation process to its completion.

In the event that South Maine Street (presently a platted but unopened street within the City) is ever opened and maintained as a public road providing access to that portion of the so-called "Ice Road" lying between South Maine Street and the St. Croix River the City will vacate that portion of the easement granted in paragraph 1 above not lying between South Maine Street and the St. Croix River.

3. Exercise of Easement Rights. Waterford shall not take any action which results in the flow of traffic being affected without providing notice to the City. Said notice shall be provided as required in Paragraph 12 and must be received by the City at least five (5) business days prior to blocking or otherwise affecting the flow of traffic.

4. Duration. The easement, covenants, conditions and restrictions contained herein shall be perpetual and shall create mutual benefits and covenants running with the land and shall be binding upon the parties hereto and their respective successors and assigns.

5. Maintenance. The City shall be responsible for the maintenance, repair and renewal of the road, including snow plowing of the roadway, as necessary, as determined in the sole discretion of the City. **Waterford hereby grants to the City, a limited right of trespass onto its property to plow snow beyond the twenty foot boundaries of the easement described on Exhibit B to ensure the twenty foot roadway remains open and passable. However, in no event shall the City plow snow more than ten feet beyond the easement boundaries onto the Waterford property. Waterford further grants to the City, a limited right of trespass to post signs immediately adjacent to the easement boundaries for the purpose of regulating the public's use of the easement.**

6. Indemnification. The City agrees to defend, indemnify and hold harmless Waterford from and against all claims, damages, liabilities and expenses (including reasonable attorney's fees, court costs and expenses), which are incurred by Waterford in connection with loss of life, personal injury and / or property damage arising from exercise of the easement rights granted herein, except to the extent caused by the negligence of Waterford, provided that Waterford tenders defense of any claim made against Waterford, which is subject to the City's indemnity in sufficient time to avoid prejudice to the City for handling by counsel of the City's selection and reasonably acceptable to Waterford.

7. Sole Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection herewith.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to memorialize such purpose and intent.

12. Mechanic's Liens. In the exercise of the easement rights granted herein, the City shall not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against Waterford and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof.

13. Notices. Any notice required or permitted to be given by any party upon the other shall be given by certified mail, return receipt requested, by a nationally recognized overnight courier, or by personal delivery addressed as follows:

If to City:	City of Bayport Attn: City Administrator City Hall 294 N. Third Street Bayport, MN 55003
With a copy to:	Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P. Attn: Nick Vivian 1809 Northwestern Avenue Stillwater, MN 55082
If to Waterford:	Waterford on the St. Croix Condominium Association, Inc. 467 Mariner Drive Bayport, MN 55003
With a copy to:	Lawson, Marshall, McDonald Galowitz & Wolle, P.A. Attn: John Scott McDonald 10390 - 39 <sup>th</sup> Street North Lake Elmo, MN. 55042

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier, guaranteeing next day delivery and on the same day if sent by personal delivery. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

12. Compliance with Laws. The City shall comply with all applicable laws and regulations regarding the exercise of its easement rights hereunder.

**IT WITNESS WHEREOF**, Waterford and the City have caused this Agreement to be executed as of the day and year first above written.

**WATERFORD ON THE ST. CROIX  
CONDOMINIUM ASSOCIATION, INC.,**  
A Minnesota corporation

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

**STATE OF MINNESOTA**            )  
  ) **ss.**  
**COUNTY OF** \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, to me personally known, whom, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of WATERFORD ON THE ST. CROIX CONDOMINIUM ASSOCIATION, INC., A MINNESOTA CORPORATION, the company named in the foregoing.

*NOTARIAL STAMP OR SEAL  
(or other title or rank)*

\_\_\_\_\_  
*SIGNATURE OF NOTARY PUBLIC*



## **EXHIBIT A**

### **LEGAL DESCRIPTION FOR EASEMENT GRANTED TO CITY**

A permanent public easement 20 feet in width for ingress and egress purposes over, under and across that part of Lot 1, Block 1, and that part of Outlet F, Bayport Marina, Washington County, Minnesota, which lies 20 feet to the right of the following described reference line:

Beginning at the most westerly corner of said Outlot F; thence North 24 degrees 20 minutes 16 seconds East 401.86 feet along the westerly line of said Outlot F and said Lot 1; thence northeasterly 90.24 feet along an 80.00 foot radius tangential curve concave southeasterly with a central angle of 64 degrees 37 minutes 42 seconds; thence North 88 degrees 57 minutes 58 seconds East 198.76 feet tangent to said curve to the east line of said Lot 1, being the west line of Maine Street and said reference line there terminating.

## EXHIBIT B

### LEGAL DESCRIPTION FOR ACTUAL LOCATION OF EASEMENT

A 20.00 foot wide permanent easement for ingress and egress purposes over, and across that part of the Common Element as shown on CONDOMINIUM NUMBER 62, WATERFORD ON THE ST. CROIX, A CONDOMINIUM, SECOND SUPPLEMENTAL CONDOMINIUM, and over, and across that part of the Common Element as shown on CONDOMINIUM NUMBER 62, WATERFORD ON THE ST. CROIX, A CONDOMINIUM, FIRST SUPPLEMENTAL CONDOMINIUM, according to the recorded plats thereof, Washington County, Minnesota, also known as Lot 1, Block 1, BAYPORT MARINA, according to the recorded plat thereof, Washington County, Minnesota. The center line of said easement is described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, said BAYPORT MARINA; thence North 24 degrees 20 minutes 16 seconds East, assumed basis of bearings, along the easterly right of way line of the Chicago & Northwestern Railroad, also known as the Milwaukee Railroad, a distance of 12.27 feet to the point of beginning of the center line to be described; thence along a non-tangential curve concave to the northwest, having a radius of 52.00 feet, a central angle of 42 degrees 26 minutes 06 seconds, a distance of 38.51 feet. The chord of said curve **bears** North 46 degrees 10 minutes 49 seconds East, a distance of 37.64 feet; thence North 24 degrees 57 minutes 46 seconds East tangent to said curve, a distance of 52.38 feet; thence North 20 degrees 54 minutes 31 seconds East, a distance of 76.49 feet to intersect a line 10 feet easterly of and parallel with the Easterly right of way line of said Chicago & Northwestern Railroad; thence North 24 degrees 20 minutes 16 seconds East along said parallel line, a distance of 196.85 feet; thence northeasterly and easterly along a tangential curve concave to the southeast, having a radius of 89.80 feet and a central angle of 72 degrees 49 minutes 45 seconds, a distance of 114.15 feet; thence South 82 degrees 49 minutes 59 seconds East tangent to the last described curve, a distance of 46.49 feet; thence along a tangential curve concave to the southwest, having a radius of 150.00 feet and a central angle of 53 degrees 38 minutes 15 seconds, a distance of 140.42 feet; thence South 29 degrees 11 minutes 44 seconds East tangent to the last described curve, a distance of 31.58 feet to the easterly line of said Lot 1, **also being the westerly line of Maine Street**, and said centerline there terminating.

The side line of said easement shall be prolonged or shortened to terminate on the westerly and easterly lines of said Lot 1.

Containing 13,928 sq. ft. or 0.3197 acres.



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

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Date: July 27, 2010

To: Mayor and City Council

From: City Administrator Berg

**Subject: TIF Analysis and Financial Report**

In reviewing the attached memorandum from Northland Strategies, I am in support of both the first and second recommendations, to eliminate future debt levies and defease the bonds when possible. I am making these recommendations in light of the City's potential revenue shortfalls into the foreseeable future.

Recommendation #3, considering temporary spending authority, could provide the City with the impetus to spur some economic development opportunities within the City. However, given the constraints of the legislation (to expend the funds by December 31, 2010), and for the mere fact that there has been little-to-no private development "knocking on the door of City Hall," I would strongly encourage the City Council to approve the first two recommendations, as outlined in the attached memo to the City dated July 26, 2010.



## MEMORANDUM

**To:** City of Bayport  
**From:** Rusty Fifield  
**Date:** July 26, 2010  
**Re:** Management of TIF 1

---

This memorandum contains my findings and recommendations for the management of Tax Increment Financing District #1 (TIF 1). This information has been reviewed by City Administrator Berg and Mary Ippel at Briggs & Morgan (bond counsel to the City). I will attend the August 2 City Council meeting to present this information and to answer your questions.

### Findings

The identification and consideration of options for the management of TIF 1 are based on the following factors:

1. Tax increment revenues from TIF 1 are pledged to payment of the \$1,535,000 G.O. Refunding Bonds of 2001 (2001 Bonds).
2. The 2001 Bonds cannot be prepaid prior to final maturity on December 1, 2016.
3. According to Washington County, TIF 1 is projected to be decertification no later than 12/31/15
4. The 2001 Bonds have \$895,000 in principal outstanding on July 1, 2010.
5. The City had \$677,352 in total TIF funds on December 31, 2009. This total is made up of \$408,044 in the debt service fund for the 2001 Bonds (the only bonded indebtedness of the City) and \$269,308 in the TIF 1 capital project fund.
6. For taxes payable in 2010, the City made a debt service levy of \$38,215
7. Washington County calculates 2010 tax increment revenue of \$91,506.

### Recommendations

Based my review of the information about TIF 1 and the 2001 Bonds, I offer the following recommendations.

#### **1. Eliminate Future Debt Levies**

Regardless of other decisions about the TIF district, should stop making a debt service levy. Based on existing information, the revenue from a levy is not needed to pay existing debt. I have confirmed with Mary Ippel that you are not compelled to levy if adequate tax increment funds are available.

Figure 1 shows the projected cash flow for the 2001 Bonds without a future tax levy. The projections assume that annual tax increment revenue remains at 2010 levels and that you earn investment income on the overall fund balance at 2%. Under these assumptions, you would have \$286,168 in remaining fund balance after the 2001 Bonds are retired in 2016. This money would be redistributed in 2017 as excess tax increment.

Figure 1  
Pay to Maturity - No Additional Tax Levy

Payment Date	Principal	Rate	Interest	P&I	Annual	Total Outstanding	Tax Levy	Tax Increment	2.00% Investment	
									Income	Balance
6/1/2010			19,107.50	19,107.50			19,107.50	45,753.00	6,773.52	729,878.52
12/1/2010	100,000	3.85%	19,107.50	119,107.50	138,215.00	1,043,247.50	19,107.50	45,753.00	7,298.79	682,930.31
6/1/2011			17,182.50	17,182.50		924,140.00		45,753.00	6,829.30	718,330.11
12/1/2011	105,000	4.00%	17,182.50	122,182.50	139,365.00	906,957.50		45,753.00	7,183.30	649,083.91
6/1/2012			15,082.50	15,082.50		784,775.00		45,753.00	6,490.84	686,245.25
12/1/2012	125,000	4.10%	15,082.50	140,082.50	155,165.00	769,692.50		45,753.00	6,862.45	598,778.20
6/1/2013			12,520.00	12,520.00		629,610.00		45,753.00	5,987.78	637,998.98
12/1/2013	125,000	4.20%	12,520.00	137,520.00	150,040.00	617,090.00		45,753.00	6,379.99	552,611.97
6/1/2014			9,895.00	9,895.00		479,570.00		45,753.00	5,526.12	593,996.09
12/1/2014	150,000	4.30%	9,895.00	159,895.00	169,790.00	469,675.00		45,753.00	5,939.96	485,794.05
6/1/2015			6,670.00	6,670.00		309,780.00		45,753.00	4,857.94	529,734.99
12/1/2015	150,000	4.60%	6,670.00	156,670.00	163,340.00	303,110.00		45,753.00	5,297.35	424,115.34
6/1/2016			3,220.00	3,220.00		146,440.00			4,241.15	425,136.50
12/1/2016	140,000	4.60%	3,220.00	143,220.00	146,440.00	143,220.00			4,251.36	286,167.86
	895,000									

**2. Defeasance Bonds When Possible**

These projections also suggest that the City will be able to “defeasance” the 2001 Bonds before final payment. Defeasance is the process of pledging sufficient funds to irrevocably pay all principal and interest on the Bonds until final maturity. The City would use TIF funds to purchase government securities that meet this objective. The funds are placed in an escrow account and held by an escrow agent. When the Bonds have been defeased, the City can decertify the TIF District. All funds not used in the defeasance will be redistributed. The property value captured by the TIF District will be available for general taxation in the next fiscal year.

At this time, I cannot set a specific time for defeasance. There is not enough money to defeasance the Bonds now. The future viability of this action depends on revenue collections and investment rates. My best guess is that defeasance will become possible in 2013. At this time, the combination of available funds and outstanding debt should allow you to establish a fully funded escrow account.

I recommend testing the feasibility of defeasance in the Spring of every year when fund balances for the prior year and tax increment revenues for the current year are known.

When the TIF District is decertified, the property value captured by the District is released and available for general taxation. The expansion of the tax base allows the City to raise additional revenue (tax rate stays the same) or reduce the tax rate (raise same revenue). At current rates and values, the captured value in TIF 1 would pay approximately \$37,000 in City taxes.

### **3. Consider Temporary Spending Authority**

Earlier this year, the State Legislature approved new temporary authority to spend tax increment to stimulate private development. Prior to December 31, 2011, the City can spend monies from TIF District No. 1 to:

1. Provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in this state, including construction jobs, and that the construction commences before July 1, 2011, and would not have commenced before that date without the assistance.
2. Make an equity or similar investment in a corporation, partnership, or limited liability company that the authority determines is necessary to make construction of a development that meets the requirements of financial feasibility stated above.

Qualifying expenditures can be made any where in the City, without regard to existing plans or district boundaries. The City must approve a "written spending plan" after a public hearing to use this authority.

A decision to use this authority must be made with a careful analysis on the ability to repay the existing debt. My preliminary analysis suggests that the City could spend \$250,000 from fund balance and still have enough revenue (without future property taxes) to retire the 2001 Bonds. This spending would, however, eliminate the ability to defease the Bonds and decertify the District early.

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

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Date: July 26, 2010

To: Mayor and City Council

From: City Administrator Berg

**Subject: Early Retirement Program Application and Separation Agreement**

***BACKGROUND***

Of the three qualified employees, one employee from the Public Works department has agreed to participate in the City's Early Retirement Program, which was approved at the July 6<sup>th</sup> City Council meeting.

The employee, however, has requested some flexibility with the severance package. He has requested a portion of the \$10,000.00 cash payment be put into his Health Savings Plan, with the remaining portion going into his Post Employee Health Savings Plan.

***RECOMMENDATION***

I feel this is a reasonable accommodation, as use of the funds would still allow the employee to utilize all of the severance, tax free, for any anticipated retirement health care needs. In addition, the bargaining unit of for this employee is also supportive of the change. As such, I recommend approval of the attached Early Retirement Incentive Application and Separation Agreement for Vern Thompson, Public Works department. I would also like to publicly applaud and thank him for his 30 plus years of dedicated service to the City of Bayport.



*City of Bayport*  
294 NORTH THIRD STREET  
BAYPORT, MINNESOTA 55003  
PHONE 651-275-4404 FAX 651-275-4411

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## **2010 Early Retirement Incentive Application and Separation Agreement**

I, *Vern Thompson*, the undersigned employee of the City of Bayport, am applying to retire under the 2010 Early Retirement Incentive Program effective on or before December 31, 2010. If my application is accepted, I agree to the Separation Agreement as outlined below:

1. The City will provide you with a \$10,000 contribution into a Post Employee Health Savings Plan (PEHSP) and/or Health Savings Plan, payable upon the date of your retirement. By law, PERA contributions will not be withheld from this payment. You agree and understand that this contribution represents a benefit over and above what you are entitled to under standard City policy and that if it were not for this agreement you would not be entitled to this payment. The City will pay out the \$10,000 contribution into the employee's PEHSP and/or HSA within 5 business days of your retirement.

In addition, the City will pay out any accrued sick, vacation, and comp-time in accordance with the City's Personnel Policy or applicable collective bargaining agreement within 3 days of your retirement date.

2. In consideration for the benefits outlined above, you agree to do the following:
  - a. Waiver of Right to Contest Termination. You agree to waive your rights under Minn. Stat. Minn. Stat. §197.46; etc; the Veterans Preference Act, Minn. Stat. §197.46; and the Agreement Between the City of Bayport and the Minnesota Teamsters public and Law Enforcement Employee's Union Local No. 320 Labor Agreement, and any other applicable rights to contest his discharge. The Union agrees not to contest your discharge or make any further claims of any nature relative to your discharge.
  - b. General Release and Covenant Not to Sue. You hereby releases any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the City, its current or former officers, employees and agents arising out of or resulting from the City's employment relationship with you. These claims include, but are not limited to: any claims for severance, back pay, wrongful termination, defamation, intentional/reckless/negligent infliction of emotional distress, attorney's fees, expenses or costs; under the Veterans Preference Act, Minn. Stat. §197.46; the Labor Agreement; City's Personnel Policy; Minnesota Human Rights Act, Minn. Stat. §§363A.01-41, Title VII of the Civil Rights Act, 42 U.S.C. §§2000e – e-17; Family and

Medical Leave Act, 29 U.S.C. §§2601-54; Americans with Disabilities Act, 42 U.S.C. §12101-117; the Rehabilitation Act of 1973, 29 U.S.C. §701-96i; the Public Employment Labor Relations Act, Minn. Stat. §§179A.01-.30; the Minnesota Occupational Health and Safety Act, Minn. Stat. §§182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. §§181.931-.935; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621-34; and the state and federal Fair Labor Standards Acts, 29 U.S.C. §§201-19, Minn. Stat. §§177.21-.35.

Additionally, you hereby agree as follows:

- a. You agree not to disparage any employee, agent or representative of the City of Bayport.
  - b. You agree to adhere to the City's respectful behavior policy when in contact with any staff member.
  - c. You agree that you will return and deliver to the City all City property, including documents, files, equipment, keys, card access and other materials in your possession.
  - d. You agree that you will not take any action that causes harm to the City, its employees, agents and representatives or their reputation or standing in the community.
3. This agreement was made available on August 3, 2010. You have up to forty-five (45) days from this date to consider the agreement and to seek counsel regarding its terms, but you may elect to sign it at any time. You agree that changes to this agreement, whether material or immaterial, will not restart this forty-five (45) day period. You acknowledge that you received this agreement on August 3, 2010 and your signature on this agreement constitutes a waiver of the forty-five (45) day period.
4. You have the right to rescind (cancel) this agreement within fifteen (15) calendar days after the date upon which you sign it and it is accepted. If you want to rescind this agreement, you must put the rescission in writing and deliver it to **Mitchell Berg, Bayport City Administrator, 294 N 3<sup>rd</sup> Street, Bayport MN 55003** by hand or by mail within fifteen (15) calendar days after the date on which you sign it. If you deliver the rescission by mail, it must be postmarked within fifteen (15) calendar days after the signing date and sent by certified mail, return receipt requested.
- If you rescind this agreement, all of the City's obligations to you will immediately cease, the City will owe you no further money or benefits under this agreement.
5. This agreement shall not in any way be construed as an admission of liability by the City or as an admission that the City has acted wrongly with respect to you. This agreement is governed by Minnesota law and sets forth our entire agreement and fully supersedes any prior arrangements or understandings between you and the City.

6. The provisions of this agreement are severable, and if any part of it is found to be unenforceable, the rest of it shall remain fully valid and enforceable. This agreement shall survive the termination of any arrangements contained herein.

Before signing this agreement, you have the right to consult with legal counsel about its terms and whether to sign it, and you are encouraged to do so. By signing below you acknowledge that you understand and accept the agreement. You also acknowledge that you have entered into this agreement voluntarily, without any coercion or duress, and with the opportunity to carefully review its contents.

**By signing below, I am applying for the Early Retirement Incentive Program. If my application is accepted, I also agree to the terms and conditions outlined in the Separation Agreement above.**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee Signature*

**I accept this application and the terms and conditions outlined in the Separation Agreement above.**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
City Representative

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# MEMORANDUM

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**DATE:** July 28, 2010

**TO:** City Council (August 2<sup>nd</sup> meeting)  
Mitch Berg, City Administrator

**FROM:** Sara Taylor, Assistant City Administrator/Planner

**SUBJECT:** Consider rezoning existing parcels of St. Michael's Cemetery to R-2 Single-family Urban, located on 6<sup>th</sup> Street North

## **A. BACKGROUND**

The property is located on 6<sup>th</sup> Street North, adjacent to Hazelwood Cemetery and the Minnesota Correctional Facility (see attachment for complete legal description) with a total area of approximately 17 acres. St. Michael's Cemetery was originally established in 1873 and is currently owned by the St. Charles Catholic Church in Bayport. The original cemetery consisted of two parcels, but was later expanded by purchasing a third parcel from the Minnesota Correctional Facility in 1929. Because the cemetery was in operation prior to the city's zoning code, it is considered a legally non-conforming use.

The existing cemetery property currently has three separate zoning designations, B-1 Limited Business, R-2 Single-family Urban, and R-3 Multiple Family. The property is surrounded by a variety of zoning districts and land uses, including the correctional facility, the city's cemetery, and residential units. A majority of the property is occupied by existing gravesites, with the exception of some open space on the west and south portions of the property, which are designated for future burial areas.

Due to the limited number of remaining grave plots in the north portion of the cemetery, and increasing demand, the church would like to offer additional gravesites for both cremains and casket burials on the southeast portion of the property. However, before the church pursued further development of grave plots, the city felt it was appropriate to combine and properly designate these parcels for their intended use, to avoid further zoning inconsistency and discrepancy associated with permitted uses and setbacks. As such, the city and church are in agreement that the most appropriate zoning designation would be R-2 Single-family Urban. Although cemeteries are a conditional use in the R-2 district, because the use was in effect prior to the zoning, it may continue as a legally non-conforming use without a conditional use permit.

It should be noted that the church is currently in the process of working with the state to rectify a property boundary discrepancy on the west side of the cemetery. Although the deed held by the church references ownership of a portion of this land and graves exist in this location, legal counsel has advised the church that it would be a good time to clarify this discrepancy and request that the city also rezone this land to be consistent with the rest of the cemetery property. In conjunction with the rezoning, the church is also requesting the vacation of certain platted public rights-of-way located throughout the cemetery, primarily because they are currently occupied with existing graves or are unimproved for public use. Staff is recommending the City Council hold a public hearing at the September 7, 2010 meeting, at which time the City Engineer will present a recommendation on the requested vacations.

The Planning Commission held the required public hearing on July 19, 2010, regarding the rezoning application. Notice of the hearing was mailed to all property owners within 350' of the subject property and published in the Stillwater Gazette on July 1, 2010. The following informational items are attached:

- narrative by the property owner
- legal descriptions of the existing property and proposed boundary adjustment
- location and zoning map of the cemetery property
- proposed landscaping and grave plan for the southeast portion of the cemetery property

**B. STAFF COMMENTS**

The cemetery use has been in operation for approximately the past 140 years. Staff is unsure why portions of the cemetery are zoned differently, since all were purchased and have been used for cemetery purposes prior to adoption of the zoning code. At some point, perhaps, the city thought there may be an opportunity for some sort of development other than a cemetery on these parcels, and therefore zoned them accordingly. Regardless, it is staff's opinion that because the cemetery was in existence prior to adoption of the zoning code, all of the parcels are currently being used for cemetery purposes, and the intent of the church is to continue this use long-term, it would be appropriate to rezone these parcels for consistency and to recognize the property for cemetery use.

As stated, portions of the cemetery are currently zoned B-1 Limited Business, R-2 Single-family Urban, and R-3 Multiple Family. Cemeteries are a conditional use in all three of these zoning districts, which means that this type of use is only permitted with a conditional use permit, unless the use was in operation prior to adoption of the zoning code, as is the case with this use. Therefore, St. Michael's Cemetery is considered a legally non-conforming use, which means it may continue, provided the use remains consistent. Staff feels that based on the use, the most appropriate zoning classification would be R-2 Single-family Urban, as it is the most restrictive district with regard to setbacks, landscaping, and impervious coverage and most comparable to residential use, as opposed to business use.

Assuming the rezoning is approved, the church would like to move forward with their plan to offer additional gravesites for both cremains and casket burials on the southeast portion of the property. The area would ultimately contain a circular drive off of 6<sup>th</sup> Avenue North, to access the graves. A fence and substantial landscaping are proposed along the west, south, and east property lines, to establish a buffer from adjacent properties, as well as create a peaceful and inviting area. Grave plots would be set back 30 feet from the property lines, to ensure adequate separation from the residential property to the south and public rights-of way.

**C. SUGGESTED FINDINGS OF FACT AND CONDITIONS OF APPROVAL**

Because there will not be a change in use, the existing use is compatible with the neighborhood, and the rezoning is consistent with the comprehensive plan, staff feels the rezoning will have a positive impact by eliminating further inconsistency and discrepancy associated with the cemetery use and property boundaries. For this reason, staff recommends approval of the rezoning, with the following conditions:

- A revised legal description of all existing cemetery property and any right-of-way vacations shall be prepared and deeds recorded with Washington County prior to the sale of any new grave plots within the southeast portion of the cemetery.

- ❑ The rezoning of the proposed boundary adjustment area from B-1 Limited Business to R-2 Single-family Urban will not become effective until the church provides a revised legal description for the boundary adjustment area and proof of ownership to the city, and the deed is recorded with Washington County.
- ❑ The proposed boundary fence, landscape buffer, and circular access drive shall be implemented when deemed appropriate, as grave plots are developed in the southeast portion of the property, to provide a buffer and access to grave plots (see attached site plan for detail).
- ❑ Any future access drives installed within the cemetery must be approved by the City Engineer and paved with bituminous or concrete within two years from the time of initial construction with aggregate or similar material.
- ❑ Any paving improvements to public streets approved in conjunction with the rezoning, located within the cemetery, shall consist of bituminous or concrete. All costs associated with the improvements will be the responsibility of the cemetery owner.
- ❑ No new structures shall be constructed on the cemetery property without first obtaining a conditional use permit (CUP).

***D. PLANNING COMMISSION ACTION***

At its meeting on July 19, 2010, the Planning Commission voted 3-0 to recommend approval of the application, subject to the findings of fact and the conditions recommended by staff. Upon request by the church, the Planning Commission is also recommending a condition that would allow the deferment of paving the new access drive(s) with bituminous or concrete for up to two years, from the time of initial construction with aggregate or similar material.

***E. RECOMMENDATION***

Staff recommends approval to rezone the existing parcels of St. Michael's Cemetery to R-2 Single-family Urban, located on 6<sup>th</sup> Street North, including the west portion of the property to be clarified with the proposed property boundary adjustment. Suggested findings of fact and conditions of approval are stated in the staff report and as recommended by the Planning Commission. City Council action to approve or deny the application is requested.

## St. Michael's Cemetery

St. Michael's Cemetery was established in 1873 by the St. Paul and Minneapolis Catholic Archdiocese. The land is owned by St. Charles Catholic Church in Bayport and the cemetery is operated in cooperation with St. Michael's and St. Mary's Catholic Churches in Stillwater.

Because of the limited number of remaining available grave plots and the projected increase in demand it has become necessary to expand into a currently unused portion of the property. At the same time the cemetery wishes to address the unresolved zoning, and street vacation issues pertaining to the entire cemetery.

St. Michael's Cemetery is requesting the City of Bayport to address the following items.

- 1). Approval to expand the grave plots into unused cemetery property. The unused property is Block 6 (Except Lot 11) of SECREST & PERRA'S ADDITION to BAYTOWN located in the northwest corner of 6<sup>th</sup> Street North (CSAH 28) and 5<sup>th</sup> Avenue North (CSAH 14).
- 2). Rezone the entire cemetery property R-2. The cemetery property currently falls into 3 separate zoning categories.
- 3). St. Michael's Cemetery is currently working with the Minnesota Department of Corrections to resolve the boundary discrepancies in the northwest parcels to incorporate existing gravesites into the cemetery.
- 4). Vacate the following street right of way within the cemetery.

Plumb Street as platted in SECREST & PERRA'S ADDITION to BAYTOWN west of the CSAH 28 right of way (6<sup>th</sup> Street North). This right of way is entirely occupied with existing graves.

Fourth Street (Oak Street) as platted in the SECREST & PERRA'S ADDITION to BAYTOWN west of the CSAH 28 right of way (6<sup>th</sup> Street North). This right of way is also entirely occupied with existing graves and a paved access lane.

Fifth Street as platted in the SECREST & PERRA'S ADDITION to BAYTOWN west of the CSAH right of way (6<sup>th</sup> Street North). This right of way is mostly occupied with existing graves and a paved access lane.

The east one half of Fourth Street as platted in the SECREST & PERRA'S ADDITION to BAYTOWN directly adjacent to Block 6 of SECREST & PERRA'S ADDITION to BAYTOWN. The west half was vacated for the Hazelwood Cemetery (Document #551193). St. Michael's private water line runs north and south through the east half.

The south 10.00 feet of 6<sup>th</sup> Avenue North (Platted as Oak Street) from the west line of the CSAH 28 right of way (6<sup>th</sup> Street North) east to the centerline of the Fourth Street right of way. This will make the south line of the 6<sup>th</sup> Avenue North street right of way consistent (line up east and west) with the previously vacated portion adjacent to the Hazelwood Cemetery.

**St. Michael's Cemetery  
Legal Descriptions**

**Existing:**

All that part of the south half of the southeast quarter of section 3, township 29 north, range 20 west; beginning at a point on the north line of Plumb Street in Secrest and Perra's Addition to Baytown, 35 feet east of the northwest corner of said addition; thence north 8.44 chains; thence east 3.28 chains; thence south 45 degrees east 4.30 chains to the north side of a large rock; thence running on same course, in all, 9 chains, thence south 2.29 chains; thence north 88 degrees 45 minutes west 9.63 chains to the place of beginning; containing 6.21 acres according to the United States Government Survey thereof.

All of blocks 3 and 4; and lots 1 to 10 inclusive and lot 12 in block 6 of Secrest and Perra's Addition to Baytown, in accordance with the plat thereof on file and of record in the office of the Register of Deeds in and for Washington County, Minnesota.

All that part of the south half of the southwest quarter of section 3, township 29 north, range 20 west, described as follows: beginning at a point 30 feet west of the southwest corner of block no. 4 of Secrest and Perra's Addition to Baytown, at the southwest corner of what is known as St. Michael's Cemetery; thence westerly 300 feet upon the prolongation of the southerly boundary line of said St. Michael's Cemetery; thence north at right angles 600 feet to a point, thence east at right angles 300 feet, more or less, to the westerly line of said St. Michael's Cemetery; thence south along said westerly line of St. Michael's Cemetery to the place of beginning, all lying and being in the County of Washington and State of Minnesota.

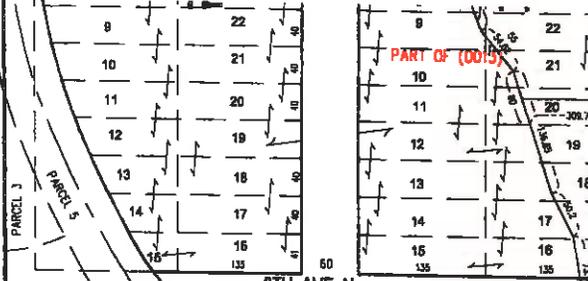
Note: The above description for parcel 3 describes what the State of Minnesota quit claimed to the Church of St. Michael of Stillwater and was taken from document number 96784, book 115, pages 340-341, filed for record on July 3, 1929. On June 30, 1931 another quit claim deed, document number 101585, book 118, page 533, was filed in which the State of Minnesota appears to have intended to convey the same land to the Church of St. Michael as recorded in document number 96784, book 115, pages 340-341. The description on the 1931 deed does not contain the phrase: "Beginning at a point 30 feet west of the southwest corner of block no. 4 of Secrest and Perra's Addition to Baytown..." Without that phrase, the point of beginning changes, and consequently the land to be conveyed.

**Proposed boundary adjustment:**

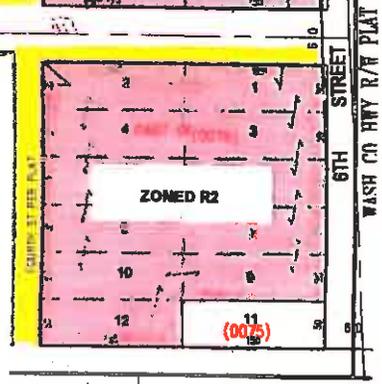
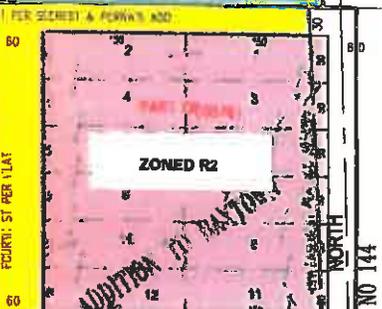
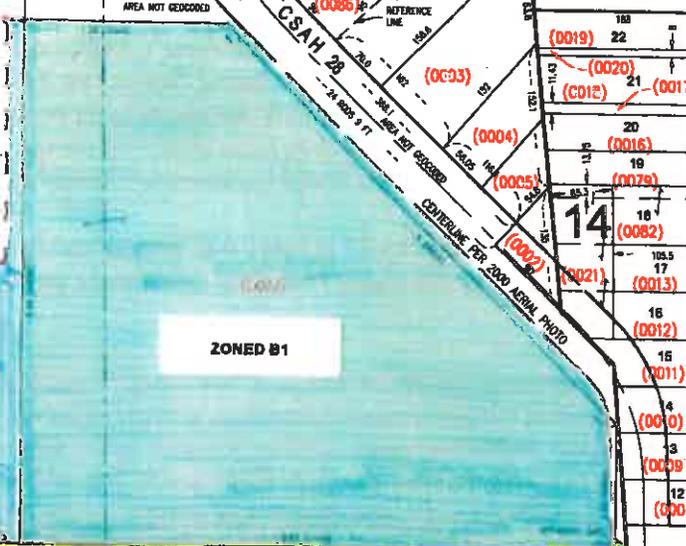
Commencing at the southwest corner of Block 4 of Secrest and Perra's Addition to Baytown; thence, south 89 degrees 57 minutes 39 seconds west on the westerly extension of the south line of said Block 4 a distance of 30.00 feet to the west line of Fifth Street as platted in said addition and the POINT OF BEGINNING of the proposed boundary line to be described; thence continue, south 89 degrees 57 minutes 39 seconds west on said westerly extension 300.00 feet; thence, north 00 degrees 02 minutes 21 seconds west 600.00 feet; thence, north 89 degrees 57 minutes 39 seconds west 120.00 feet; thence, north 00 degrees 29 minutes 37 seconds west 15.00 feet; thence, north 89 degrees 57 minutes 39 seconds west 200.00 feet; thence, north 00 degrees 29 minutes 37 seconds west 302 feet more or less to a point 20.00 feet south of the north line of the southwest quarter of the southeast quarter of section 3, township 29 north, range 20 west; thence, north 89 degrees 47 minutes 15 seconds east and parallel to said north line 220 feet more or less to the west right of way line of C.S.A.H Number 28 and there terminating.

Note: The above described proposed line is preliminary and subject to minor mathematical adjustments as well as approval by the Minnesota Department of Corrections.

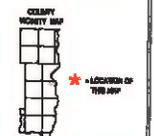
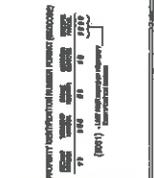
E 1/2 OF SEC 3  
SUBJECT TO SEWER EASEMENT  
PER BK 88 DEEDS, PG 161  
(UNSPECIFIED LOCATION)



PROPERTY BOUNDARY  
ADJUSTMENT AREA



THIS DRAWING IS THE RESULT OF A COMPARISON AND REPRODUCTION OF  
LAND RECORDS AS THEY APPEAR IN WASHINGTON COUNTY OFFICE.  
THE DRAWING IS NOT A GUARANTEE OF THE ACCURACY OF THE  
RECORDS. THE DRAWING IS FOR INFORMATION PURPOSES AND NOT  
FOR CONSTRUCTION PURPOSES.  
DATE OF CONTOUR: AUG 2008



NORTH

SCALE: 1 inch = 150 feet

LEGEND  
NEW PROTECTED WETLANDS  
EXISTING PROTECTED WETLANDS  
MUNICIPAL WETLANDS  
PARK BOUNDARY



**RESOLUTION NO. 10-**

**EXTRACT OF THE MINUTES OF THE CITY COUNCIL MEETING  
CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD AUGUST 2, 2010**

Pursuant to due call and notice therefore, the regular meeting of the City Council of the City of Bayport, Minnesota was duly held at the Bayport City Hall in said municipality on the 2<sup>nd</sup> day of August, 2010.

The following members were present:

The following members were absent:

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

**RESOLUTION APPROVING THE REZONING OF EXISTING PARCELS OF ST. MICHAEL'S  
CEMETERY TO R-2 SINGLE-FAMILY URBAN, LOCATED ON 6<sup>TH</sup> STREET NORTH, BAYPORT,  
WASHINGTON COUNTY, MINNESOTA**

WHEREAS, The city received a request from Church of St. Charles, property owner of St. Michael's Cemetery, to consider an application to rezone existing parcels to R-2 Single-Family Urban, which are defined on the attached legal description; and

WHEREAS, The Planning Commission of the City of Bayport held a public hearing on July 19, 2010 for the purpose of obtaining public comment on the application. At the close of the public hearing, the Planning Commission unanimously recommended approval of the rezoning application to the City Council, with the conditions recommended by staff and listed within the report; and

WHEREAS, The City Council of the City of Bayport considered and approved the application on August 2, 2010 at its regular meeting; and

WHEREAS, The City Council has made the following findings of fact:

FINDINGS OF FACT

- A. On or about June 17, 2010, the city received an application requesting the existing cemetery property, which currently has three separate zoning designations, B-1 Limited Business, R-2 Single-Family Urban, and R-3 Multiple Family, be rezoned to one zoning designation, R-2 Single-Family Urban, to establish consistency.
- B. Cemeteries are a conditional use in the R-2 Single-Family Urban zoning district. However, the cemetery was in existence prior to adoption of the city's zoning ordinance. As such, the cemetery is considered a legally non-conforming use and may continue to operate without a conditional use permit, provided the use remains consistent.
- C. R-2 Single-Family Urban is the most restrictive zoning district with regard to setback, landscaping, and impervious coverage requirements, which will ensure an adequate buffer from adjacent properties. In addition, this residential zoning designation is most comparable with the existing cemetery use.
- D. The R-2 Single-Family Urban zoning designation will allow the proposed development of gravesites in the southeast portion of the property, to accommodate additional cremains and casket burials, in compliance with the city's zoning ordinance.
- E. The existing cemetery use is compatible with the adjacent uses and neighborhood and the rezoning to R-2 Single-Family Urban is consistent with the city's comprehensive plan.

F. The Planning Commission of the City of Bayport held a public hearing on the application on July 19, 2010. At the close of the public hearing, the Planning Commission unanimously recommended approval of the application to the City Council.

G. Based on paragraphs (A)-(F) above, the City Council finds it in the best interest of the city to approve the rezoning.

NOW THEREFORE BE IT RESOLVED: By the City Council of the City of Bayport, Washington County, Minnesota, does hereby ordain as follows:

1. The application is hereby approved, subject to the conditions below and based on findings of fact above, and the regulations set forth by city code:
  - A revised legal description of all existing cemetery property and any right-of-way vacations shall be prepared and deeds recorded with Washington County prior to the sale of any new grave plots within the southeast portion of the cemetery
  - The rezoning of the proposed boundary adjustment area from B-1 Limited Business to R-2 Single-Family Urban will not become effective until the church provides a revised legal description for the boundary adjustment area and proof of ownership to the city, and the deed is recorded with Washington County
  - The proposed boundary fence, landscape buffer, and circular access drive shall be implemented when deemed appropriate, as grave plots are developed in the southeast portion of the property, to provide a buffer and access to grave plots (see attached site plan for detail)
  - Any future access drives installed within the cemetery must be approved by the City Engineer and paved with bituminous or concrete within two years from the time of initial construction with aggregate or similar material
  - Any paving improvements to public streets approved in conjunction with the rezoning, located within the cemetery, shall consist of bituminous or concrete. All costs associated with the improvements will be the responsibility of the cemetery owner.
  - No new structures shall be constructed on the cemetery property without first obtaining a conditional use permit (CUP)
2. The entire record of the hearing before the Planning Commission, including without limitation, the testimony and exhibits presented together with the discussion of the City Council regarding the matters described herein are hereby made a part of the record of these proceedings.

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

Jon Nowaczek -  
Dan Johnson -

Connie Carlson -  
Torry Kraftson -

Judy Seeberger -

Thereupon said resolution was declared duly passed and adopted and signed by the Mayor and the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota on this 2<sup>nd</sup> day of August, 2010.

ATTEST:

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

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

**St. Michael's Cemetery  
Legal Descriptions**

**Existing:**

All that part of the south half of the southeast quarter of section 3, township 29 north, range 20 west; beginning at a point on the north line of Plumb Street in Secrest and Perra's Addition to Baytown, 35 feet east of the northwest corner of said addition; thence north 8.44 chains; thence east 3.28 chains; thence south 45 degrees east 4.30 chains to the north side of a large rock; thence running on same course, in all, 9 chains, thence south 2.29 chains; thence north 88 degrees 45 minutes west 9.63 chains to the place of beginning; containing 6.21 acres according to the United States Government Survey thereof.

All of blocks 3 and 4; and lots 1 to 10 inclusive and lot 12 in block 6 of Secrest and Perra's Addition to Baytown, in accordance with the plat thereof on file and of record in the office of the Register of Deeds in and for Washington County, Minnesota.

All that part of the south half of the southwest quarter of section 3, township 29 north, range 20 west, described as follows: beginning at a point 30 feet west of the southwest corner of block no. 4 of Secrest and Perra's Addition to Baytown, at the southwest corner of what is known as St. Michael's Cemetery; thence westerly 300 feet upon the prolongation of the southerly boundary line of said St. Michael's Cemetery; thence north at right angles 600 feet to a point, thence east at right angles 300 feet, more or less, to the westerly line of said St. Michael's Cemetery; thence south along said westerly line of St. Michael's Cemetery to the place of beginning, all lying and being in the County of Washington and State of Minnesota.

Note: The above description for parcel 3 describes what the State of Minnesota quit claimed to the Church of St. Michael of Stillwater and was taken from document number 96784, book 115, pages 340-341, filed for record on July 3, 1929. On June 30, 1931 another quit claim deed, document number 101585, book 118, page 533, was filed in which the State of Minnesota appears to have intended to convey the same land to the Church of St. Michael as recorded in document number 96784, book 115, pages 340-341. The description on the 1931 deed does not contain the phrase: "Beginning at a point 30 feet west of the southwest corner of block no. 4 of Secrest and Perra's Addition to Baytown..." Without that phrase, the point of beginning changes, and consequently the land to be conveyed.

**Proposed boundary adjustment:**

Commencing at the southwest corner of Block 4 of Secrest and Perra's Addition to Baytown; thence, south 89 degrees 57 minutes 39 seconds west on the westerly extension of the south line of said Block 4 a distance of 30.00 feet to the west line of Fifth Street as platted in said addition and the POINT OF BEGINNING of the proposed boundary line to be described; thence continue, south 89 degrees 57 minutes 39 seconds west on said westerly extension 300.00 feet; thence, north 00 degrees 02 minutes 21 seconds west 600.00 feet; thence, north 89 degrees 57 minutes 39 seconds west 120.00 feet; thence, north 00 degrees 29 minutes 37 seconds west 15.00 feet; thence, north 89 degrees 57 minutes 39 seconds west 200.00 feet; thence, north 00 degrees 29 minutes 37 seconds west 302 feet more or less to a point 20.00 feet south of the north line of the southwest quarter of the southeast quarter of section 3, township 29 north, range 20 west; thence, north 89 degrees 47 minutes 15 seconds east and parallel to said north line 220 feet more or less to the west right of way line of C.S.A.H Number 28 and there terminating.

Note: The above described proposed line is preliminary and subject to minor mathematical adjustments as well as approval by the Minnesota Department of Corrections.

**RESOLUTION NO. \_\_\_\_\_**

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY  
OF BAYPORT, WASHINGTON COUNTY, MINNESOTA  
HELD AUGUST 2, 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 the Bayport City Hall in said municipality on the 2<sup>nd</sup> day of August, 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:

**RESOLUTION SETTING A PUBLIC HEARING  
ON VACATION OF PUBLIC RIGHTS-OF-WAY**

**WHEREAS**, a request by the Church of St. Charles, property owner abutting portions of right-of-way located within St. Michael's Cemetery, was received by the City of Bayport on June 17, 2010, and

**WHEREAS**, the request asked that the City Council, pursuant to Minnesota Statute §412.851, vacate portions of right-of-way as defined on the attached descriptions; and

**WHEREAS**, the City Engineer is in the process of reviewing the information submitted with the request to determine if the request is in the best interest of the city;

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Bayport, Washington County, Minnesota:

1. A public hearing shall be held at the regular City Council meeting on September 7, 2010 to consider the request to vacate portions of public rights-of-way located within St. Michael's Cemetery.
2. The city is hereby directed to give published, posted, and mailed notice of such hearing as required by law.

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

Jon Nowaczek –  
Connie Carlson –

Torry Kraftson –  
Judy Seeberger –

Dan Johnson –

Passed by the City Council, City of Bayport, Washington County, Minnesota, this 2<sup>nd</sup> day of August, 2010.

ATTEST:

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

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

## **Portions of rights-of-way to be vacated within St. Michael's Cemetery**

### **The East One-Half of Fourth Street**

That part of the Fourth Street right of way in Secrest & Perra's Addition to Baytown, located in the Southeast Quarter of Section 3, Township 29 North, Range 20 West, City of Bayport, Washington County, Minnesota described as follows:

Commencing at the southwest corner of Block 6, Secrest & Perra's Addition to Baytown as platted and recorded, this also being the POINT OF BEGINNING of the right of way to be described;  
Thence, South 89 degrees 57 minutes 39 seconds West on the westerly extension of the south line of said Block 6 a distance of 30.00 feet to a point on the center line of said Fourth Street right of way;  
Thence, North 00 degrees 29 minutes 13 seconds West on said center line 310.01 feet to a point on the north line of the south 10.00 feet of the Oak Street right of way (Now known as 6<sup>th</sup> Avenue North);  
Thence, North 89 degrees 57 minutes 39 seconds East on said north line 30.00 feet to a point on the northerly extension of the west line of said Block 6;  
Thence, South 00 degrees 29 minutes 13 seconds East on said west line 310.01 feet to the POINT OF BEGINNING and there terminating.

### **Fifth Street**

That part of Fifth Street right of way in Secrest & Perra's Addition to Baytown, located in the Southeast Quarter of Section 3, Township 29 North, Range 20 West, City of Bayport, Washington County, Minnesota described as follows;

Commencing at the southwest corner of Block 4, Secrest & Perra's Addition to Baytown as platted and recorded, this also being the POINT OF BEGINNING of the right of way to be described;  
Thence, South 89 degrees 57 minutes 39 seconds West on the westerly extension of the south line of said Block 4 a distance of 30.00 feet to a point on the west right of way line of Fifth Street as platted in said addition;  
Thence, North 00 degrees 29 minutes 37 seconds West on the west line of said Fifth Street right of way 300.15 feet to its intersection with the westerly extension of the north line of said Block 4;  
Thence, North 89 degrees 57 minutes 39 seconds East on said westerly extension 30.00 feet to the northwest corner of said Block 4;  
Thence, South 00 degrees 29 minutes 37 seconds East on the west line of said Block 4 a distance of 300.15 feet to the POINT OF BEGINNING and there terminating.

### **Fourth Street**

That part of Fourth Street right of way in Secrest & Perra's Addition to Baytown, located in the Southeast Quarter of Section 3, Township 29 North, Range 20 West, City of Bayport, Washington County, Minnesota described as follows:

Commencing at the southwest corner of Block 3, Secrest & Perra's Addition to Baytown as platted and recorded, this also being the POINT OF BEGINNING of the street right of way to be described;  
Thence, South 89 degrees 57 minutes 39 seconds West 60.00 feet to the southeast corner of Block 4 of said addition;  
Thence, North 00 degrees 29 minutes 37 seconds West on the east line of said Block 4 a distance of 300.00 feet to the northeast corner of said Block 4;  
Thence, North 89 degrees 57 minutes 39 seconds East 60.00 feet to the northwest corner of said Block 3;  
Thence, South 00 degrees 29 minutes 37 seconds East on the west line of said Block 3 a distance of 300.00 feet to the POINT OF BEGINNING and there terminating.

**Oak Street (Now known as 6<sup>th</sup> Avenue North)**

That part of Oak Street (Now known as 6<sup>th</sup> Avenue North) as platted in Secrest & Perra's Addition to Baytown, located in the Southeast Quarter of Section 3, Township 29 North, Range 20 West, City of Bayport, Washington County, Minnesota described as follows:

Commencing at the northwest corner of Block 6, Secrest & Perra's Addition to Baytown as platted and recorded, this also being the POINT OF BEGINNING of the right of way to be described;  
Thence, North 00 degrees 29 minutes 13 seconds West on the northerly extension of the west line of said Block 6 a distance of 10.00 feet to the north line of the south 10.00 feet of Oak Street right of way (Now known as 6<sup>th</sup> Avenue North) as platted in said Secrest & Perra's Addition;  
Thence, North 89 degrees 57 minutes 39 seconds East on said north line 295.49 feet to the west right of way line of Washington County State Aid Highway Number 28 as recorded on Right of Way Plat Number 144;  
Thence, South 00 degrees 29 minutes 47 seconds East on said west right of way line 10.00 feet to the north line of said Block 6;  
Thence, South 89 degrees 57 minutes 39 seconds West on said north line of Block 6 a distance of 295.88 feet to the POINT OF BEGINNING and there terminating.

**Plumb Street**

That part of Plumb Street right of way as platted in Secrest & Perra's Addition to Baytown, located in the Southeast Quarter of Section 3, Township 29 North, Range 20 West, City of Bayport, Washington County, Minnesota described as follows:

Commencing at the northwest corner of Secrest & Perra's Addition to Baytown as platted and recorded, this also being the POINT OF BEGINNING of the right of way to be described;  
Thence, North 89 degrees 57 minutes 39 seconds East on the north line of the Plumb Street right of way 670.85 feet to a point on the west right of way line of Washington County State Aid Highway Number 28 as recorded on Right of Way Plat Number 144;  
Thence, South 02 degrees 24 minutes 40 seconds East on said west right of way line 30.03 feet to a point on the south right of way line of said Plumb Street;  
Thence, South 89 degrees 57 minutes 39 seconds West on the south right of way line of said Plumb Street right of way 671.0 feet, more or less, to a point on the west right of way line of Fifth Street as platted in Secrest & Perra's Addition to Baytown;  
Thence, North 00 degrees 29 minutes 37 seconds West on said west right of way line 30.00 feet to the POINT OF BEGINNING and there terminating.



City of Bayport  
294 NORTH THIRD STREET  
BAYPORT, MINNESOTA 55003

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Date: July 19, 2010

To: Mayor and City Council

From: City Administrator Berg

**Subject: Budget Savings Leave Program**

***Background***

In the middle of 2009, all non-union full-time employees took furlough time to help the City's budget. The resulting furloughs, however, negatively affected each employee's PERA eligibility.

As a result, the State of Minnesota passed a law allowing individual employees to make their salaries whole for PERA eligibility purposes by agreeing to make their employee contribution for the unpaid time, and the employer would make the employer contribution. The law only states the City "may" make the employer contribution, plus interest. If the City Council approves participation in the program, the total cost to the City would not exceed \$750.00.

***Recommendation***

I am requesting the City adopt the attached resolution allowing participation in the Leave Program Certification – Budget Savings Leave Program, and elect to have the City make the employer contribution and interest for each employee who pays the member portion.

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

**EXTRACT OF THE MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA HELD AUGUST 2, 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 2nd day of August 2010, at 6:00 p.m.

The following members were present: Mayor Nowaczek, Councilmembers Carlson, Johnson, Kraftson, and Seeberger

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

**RESOLUTION APPROVING PARTICIPATION IN A LEAVE CERTIFICATION PROGRAM-BUDGET SAVINGS LEAVE PROGRAM**

WHEREAS, the City of Bayport is a Minnesota Statutory City; and

WHEREAS, the City asked its non-union full-time employees to take a mandatory budget savings leave (furlough); and

WHEREAS, through the furlough process the City was able save approximately \$5,610.00 in reduced labor costs; and

WHEREAS, the State of Minnesota passed a law which allows employees to maintain a fully whole salary for PERA eligibility purposes, provided both the employer and employee make a contribution with interest; and

THEREFORE BE IT RESOLVED, the City of Bayport shall pay the employer contribution plus interest for the lost furlough hours taken from July 1, 2009 to December 31, 2009.

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 2<sup>nd</sup> day of August 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:** July 28, 2010  
**TO:** Mayor and City Council  
**FROM:** Mitch Berg, City Administrator  
**RE:** City Administrator's Report

Since the last City Council meeting, I have been involved with the following activities:

- ✚ Met with the LELS (Police Department) business agent to discuss a Step II grievance and some initial thoughts on the upcoming 2011 budget for Bayport
- ✚ Met with representatives of the First State Bank and Trust to discuss ways the bank could lower fees charged to the City Bayport
- ✚ Met with the Executive Director of the Greater Stillwater Area Chamber of Commerce to discuss items of mutual interest

Additional items for consideration:

- ✚ For quite some time, the issue of enhancing pedestrian safety across 3<sup>rd</sup> Street (State Hwy 95) has been an issue of concern for the City Council. I have invited a representative from TAPCO to display an LED-solar powered pedestrian sign at the August 2<sup>nd</sup> meeting. This will provide councilmembers and the public an opportunity to view and interact with the display to determine if the purchase of two signs would be an appropriate use of funds. The cost to purchase and install two signs would be approximately \$7,500.
- ✚ To assist with the 2011 budget, I am requesting the City Council consider allowing me to take up to 60 hours of unpaid leave, from January 1, 2011 through June 30, 2011. I have been offered an adjunct teaching position to teach a Public Administration course.

Additional items of note:

- ✚ The Assistant City Administrator has completed her second year of MCFOA training and is one year away from being fully certified as a Certified Municipal Clerk (CMC).
- ✚ The City will begin seal coating the week of August 5, 2010; however, this date is subject to change.