

**CITY OF BAYPORT  
CITY COUNCIL MEETING  
Council Chambers, 294 North 3<sup>rd</sup> Street  
September 6, 2016**

**REGULAR MEETING**

**6:00 P.M.**

**CALL TO ORDER**

**ROLL CALL (St. Ores, Carlson, Goldston, Hanson, McGann)**

**APPROVAL OF AGENDA**

**PROCLAMATIONS, COMMENDATIONS, PETITIONS, ANNOUNCEMENTS**

1. The August recycling award recipient is Joe Ritzer who will be awarded for his recycling efforts, with funding made possible by a grant from Washington County.
2. Derby Days is scheduled for Saturday, September 17.

**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 10

- |  | <b><u>TAB #</u></b> |
|--|---------------------|
| 1. August 1, 2016 City Council workshop meeting minutes  | 1                   |
| 2. August 1, 2016 City Council meeting minutes   | 2                   |
| 3. August payables and receipts (check numbers 007448-007572)  | 3                   |
| 4. August building, plumbing and mechanical permits report   | 4                   |
| 5. Temporary on-sale liquor license from the Lions Club International for Derby Days on Saturday, September 17, 2016 | 5                   |
| 6. Memorial bench donation from Dan Schultz  | 6                   |
| 7. Police Department donations for Night to Unite and Safety Camp  | 7                   |
| 8. Quote to perform street sealcoat improvements for 2016  | 8                   |
| 9. Pay application #14 from Kraus Anderson and subcontractors for Fire Hall construction                             | 9                   |
| 10. Master Subscriber Agreement for Minnesota Court Data Services and Government Access                              | 10                  |

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

1. Consider a community solar garden subscription agreement with Geronimo Energy, Inc. 11

**NEW BUSINESS**

**2017 BUDGET PRESENTATION**

12

1. Consider a resolution adopting the preliminary levy for 2017
2. Consider a resolution adopting the preliminary budget for 2017
3. Consider a resolution adopting the proposed 2017 Capital Improvement Plan
4. Announce public input on the 2017 budget and levy to be heard at the December 5, 2016 City Council meeting

**CITY COUNCIL LIAISON REPORTS**

**STAFF/CITY ADMINISTRATOR REPORTS**

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**CITY COUNCIL ITEMS AND ANNOUNCEMENTS**

- 1.
- 2.

**ADJOURNMENT**

**RESOLUTION NO. 16-**

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF BAYPORT,  
WASHINGTON COUNTY, MINNESOTA HELD SEPTEMBER 6, 2016**

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 6<sup>th</sup> day of September 2016 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 1-10 FROM THE  
SEPTEMBER 6, 2016 CITY COUNCIL AGENDA**

1. August 1, 2016 City Council workshop meeting minutes
2. August 1, 2016 City Council meeting minutes
3. August payables and receipts (check numbers 007448-007572)
4. August building, plumbing and mechanical permits report
5. Temporary on-sale liquor license from the Lions Club International for Derby Days on Saturday, September 17, 2016
6. Memorial bench donation from Dan Schultz
7. Police Department donations for Night to Unite and Safety Camp
8. Quote to perform street sealcoat improvements for 2016
9. Pay application #14 from Kraus Anderson and subcontractors for Fire Hall construction
10. Master Subscriber Agreement for Minnesota Court Data Services and Government Access

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:

Susan St. Ores –	Dan Goldston –
Connie Carlson –	Patrick McGann –
Michele Hanson –	

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 6<sup>th</sup> day of September 2016.

ATTEST:

\_\_\_\_\_  
Logan Martin, City Administrator

\_\_\_\_\_  
Susan St. Ores, Mayor

**CITY OF BAYPORT  
CITY COUNCIL WORKSHOP MINUTES  
COUNCIL CHAMBERS  
August 1, 2016  
5:00 P.M.**

**CALL TO ORDER**

The workshop was called to order by Mayor St. Ores.

**ROLL CALL**

Members Present: Mayor St. Ores, Councilmembers Hanson, Carlson, and McGann

Members Absent: Councilmember Goldston

Staff Present: City Administrator Logan Martin, Assistant City Administrator/Planner Sara Taylor, and Fire Chief Allen Eisinger

**DISCUSS THE 2017 CITY OF BAYPORT PRELIMINARY BUDGET**

Administrator Martin reviewed the proposed budget for each department, noting that significant increases were indicated in green and decreases were indicated in red. He mentioned the building inspection/zoning department budget notes several decreases in expenditures due to the retirement of the city's full-time building official and transitioning these services to an outside contractor. Administrator Martin noted the proposed preliminary budget reflected a 0.5% decrease in expenditures compared to the 2016 budget. Discussion followed on certain department expenditures, including proposed funding for the Washington County Community Development Agency "Open to Business" loan program, playground equipment replacement in Lakeside and Barker's Alps Parks, increased park maintenance, and capital outlay. Administrator Martin noted staff will work on suggested revisions to the preliminary budget over the next few weeks, which will be presented to the City Council for consideration at the September 6 workshop.

**ADJOURNMENT**

It was moved by Councilmember Carlson and seconded by Councilmember Hanson to adjourn the workshop at 5:57 p.m.

**CITY OF BAYPORT  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS  
AUGUST 1, 2016  
6:00 P.M.**

**CALL TO ORDER**

Pursuant to due call and notice, Mayor St. Ores called the regular City Council meeting of August 1, 2016 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 Susan St. Ores, Councilmembers Connie Carlson, Michele Hanson and Patrick McGann

Members Absent: Councilmember Dan Goldston

Staff Present: City Administrator Logan Martin, Police Chief Laura Eastman, Fire Chief Allen Eisinger, Public Works Supervisor Mel Horak, City Engineer John Parotti, City Attorney Andy Pratt, and Assistant City Administrator/Planner Sara Taylor

**APPROVAL OF AGENDA**

Administrator Martin requested the addition of the following items to the consent agenda:

- Temporary on-sale liquor license application from St. Charles Catholic Church for an outdoor event on August 27, 2016
- Grant application to the Metropolitan Council for Comprehensive Plan update assistance (Resolution 16-\_\_)

It was moved by Councilmember Carlson and seconded by Councilmember McGann to approve the August 1, 2016 City Council agenda as amended. Motion carried 4-0.

**PROCLAMATIONS/COMMENDATIONS/PETITIONS/ANNOUNCEMENTS**

1. The July recycling award recipient is Brad Hallett who will be awarded for his recycling efforts, with funding made possible by a grant from Washington County.
2. Mayor St. Ores proclaimed Tuesday, August 2, 2016 as Night to Unite in Bayport and invited everyone to attend the event tomorrow evening from 5:00-8:00 p.m. Night to Unite is sponsored by the Bayport Police Department.
3. Diane McGann, representing the Washington County Master Gardeners, announced the winners of this year's *Bayport In Bloom* Front Entry Garden Contest. Winners were: Residential: 494 6<sup>th</sup> Street North (Debra and Richard Parent); Commercial: 122 2<sup>nd</sup> Avenue South (Andersen Corporation's Garofalo Center); Public/Nonprofit: 490 4<sup>th</sup> Street North (Bethlehem Lutheran Church); and Container: 950 Highway 95 North (First State Bank and Trust). The following received honorable mention certificates: 415 Lakeside Drive South (Coleen and Tim Siegfried), 790 2<sup>nd</sup> Avenue North (Nancy Edwards), 153 5<sup>th</sup> Street North (Laura Zawislak) and 428 Prairie Way South (Mark Kill).

**OPEN FORUM**

1. Reverend Linda Tossey, Senior Pastor at People's Congregational Church, invited everyone to celebrate the church's upcoming Centennial events. On August 27, the church will be part of a walking tour of the stained glass windows in Bayport churches, and on September 25, they will celebrate with an event at Perro Park. Everyone is welcome to attend.

2. Sally Anderson, Community Thread Executive Director, provided an update on the programs that improve the quality of life for adults and their families in our local community, including the Bayport Senior Center. As a standalone nonprofit organization, Ms. Anderson requested consideration of a city donation in the amount of \$2,000 for 2017, similar to the support received in 2016. Councilmember Carlson who serves on the Community Thread Board of Directors recognized the value of the organization's efforts in bringing volunteers of all ages together to help the local community.
3. Mayor St. Ores noted the city's legal expenses are higher than normal and said her review of fees incurred during the past two months showed the city has paid over \$1,500 related to the garage project at 636 Minnesota Street South. She asked Attorney Pratt for additional information. He said the city has paid \$6,772 in legal fees from January-July 2016 on this matter. Mayor St. Ores expressed her concern with the amount taxpayers paid for a single issue and hopes residents can work together to avoid this type of legal in the future.

## **CONSENT AGENDA**

Mayor St. Ores read items 1-11 on the revised consent agenda.

Councilmember McGann introduced the following resolution and moved its adoption:

**Resolution 16-08**

### **RESOLUTION APPROVING CONSENT AGENDA ITEMS 1-11 FROM THE AUGUST 1, 2016 CITY COUNCIL AGENDA**

1. July 11, 2016 City Council meeting minutes
2. July payables and receipts (check numbers 007310-007447)
3. July building, plumbing and mechanical permits report
4. Donation of \$25.00 to the Fire Department from Lawrence and Sharon Peterson
5. Hiring of Brittany Lepowsky as a part-time police officer and PERA declaration  
*(Resolution 16-08A)*
6. Letter of retirement from Building Official John Buckley
7. Special event application from Anna Scheel, American Cancer Society, for a fundraiser at Barker's Alps Park on August 10, 2016
8. Lawful Gambling Premises Permit from Bayport American Legion for Mallard's on the St. Croix located at 101 5<sup>th</sup> Avenue South
9. Donation to the Bayport Community Action League for Derby Days fireworks display
10. Temporary on-sale liquor license application from St. Charles Catholic Church for an outdoor event on August 27, 2016
11. Grant application to the Metropolitan Council for Comprehensive Plan update assistance  
*(Resolution 16-08B)*

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

Susan St. Ores – aye	Michele Hanson – aye
Connie Carlson – aye	Patrick McGann – aye

## **SWEARING IN OF POLICE OFFICER BRITTANY LEPOWSKY**

Police Chief Eastman introduced Officer Lepowsky and Mayor St. Ores administered the Oath of Office to Bayport's new part-time police officer.

## **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

Update on a potential community solar garden project opportunity: Administrator Martin reviewed Bayport's opportunity to partner with Geronimo Energy to participate in a community solar garden and Xcel Energy's Solar Rewards Program to acquire a portion of the city's electric energy at a reduced rate. Doug Wester, Geronimo Energy, handed out an overview of the community solar garden opportunity and reviewed the potential cost savings. The program would save the city \$0.01 per kilowatt hour (kWh), resulting in an estimated \$2,518.50 of first year savings and \$59,325.66 over 25 years (the subscriber agreement period). He explained the background and partnerships with Geronimo Energy, BHE Renewables and Xcel Energy. There is no upfront investment or future capital requirement for subscribers. BHE Renewables will bear the development, construction and operational cost risk for the project. Discussion followed on the possibility of partnering with future programs that may result in greater savings and the amount of kWh the city should commit to this opportunity. Potential risks to the city, including agreement severability, were discussed. Councilmembers expressed support for the program and directed staff to present an agreement for discussion at the next meeting.

## **NEW BUSINESS**

Consider an amendment to Chapter 38 – Offenses and Miscellaneous Provisions of the Bayport City Code of Ordinances regarding temporary family health care dwellings: Attorney Pratt explained a new Minnesota Statute, Section 462.3593, regarding temporary family health care dwellings that goes into effect September 1. This legislation would impose a new zoning mechanism on cities that would allow property owners/care givers to place a small (300 square feet or less) dwelling on their property to serve as temporary housing for a family member with mental or physical disabilities. The legislation would override a city's zoning ordinances and Attorney Pratt said many cities are choosing to opt-out of the statute, which must be done by ordinance. He explained that Bayport could still adopt its own regulations for these types of temporary dwellings, if the city opts-out of the state legislation. Staff recommended approval of the ordinance to opt-out of Minnesota Statutes, Section 462.3593.

Councilmember Hanson introduced the following ordinance and moved its adoption:

**ORDINANCE NO. 853**

**AN ORDINANCE OF THE CITY OF BAYPORT, WASHINGTON COUNTY, MINNESOTA,  
AMENDING CHAPTER 38 – OFFENSES AND MISCELLANEOUS PROVISIONS OF THE  
BAYPORT CITY CODE, OPTING-OUT OF THE REQUIREMENTS OF MINNESOTA  
STATUTES, SECTION 462.3593, RELATED TO TEMPORARY FAMILY HEALTH CARE  
DWELLINGS**

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

Susan St. Ores – aye  
Connie Carlson – aye

Michele Hanson – aye  
Patrick McGann – aye

Consider a building official/inspection services agreement: Administrator Martin said the city considered several options for replacing the city's full-time building official, John Buckley, upon his retirement at the end of July, after 10 years of employment. The city spoke with five independent contractors and one professional firm, receiving proposals from one independent contractor (Peter Kulczyk) and the professional firm (MNSPECT). MNSPECT proposed serving as the city's designated building official for a fee of 75% of permit fees collected and 75% of plan review fees, with the city retaining the remaining 25% of all fees. Mr. Kulczyk proposed a fee of 60% of permit

fees and 90% of plan review fees, which averages out to the city retaining 25% of all fees. The estimated costs and revenues for a full-time employee versus the consultant model was reviewed and indicates a projected increase in revenues with the consultant model. Staff recommended contracting with MNSPECT due to their staffing levels, timely customer service and professionalism, as noted during the reference check process. Councilmember Hanson questioned when the hourly rate noted in both proposals would be implemented. Scott Qualle, MNSPECT President/Building Official, said the hourly rate is listed for rare instances when the city asks his company to perform a service outside the general scope of the contract and for which no specific fee is established. The proposed contract is for one year, after which MNSPECT would like to lock in for a longer term. The contract includes a 30-day notice for termination, if necessary. Scott does not anticipate having office hours in Bayport but would be willing to provide this service if requested. MNSPECT would provide next day inspection scheduling, Monday-Friday, and complete residential plan reviews within 10 days and commercial reviews within 15 days. His company is finalizing an electronic record keeping process whereby some permits could be issued on-line. Mayor St. Ores said she would like the city to contact holders of open permits about the change in building official responsibilities to make sure no inspections or outstanding issues are missed. Administrator Martin is working with Lake St. Croix Beach staff regarding Bayport's contract to provide building official services to their city.

It was moved by Councilmember Hanson and seconded by Councilmember McGann to enter into a building inspection services agreement with MNSPECT, LLC, as presented. Motion carried 4-0.

#### **COUNCIL LIAISON REPORTS**

Councilmember Carlson reported on the July Library Board meeting. The self-checkout station is operational, library circulation numbers are up, and the summer programs have been well received. The Library Foundation is sponsoring a "Books and Beer" fundraiser on September 24, 4:00-9:00 p.m., at the Lift Bridge Brewery in Stillwater. The next Library Board meeting is scheduled for August 16, 2016, 5:00 p.m., at Mallard's restaurant in Bayport.

Mayor St. Ores recognized Library Director Jill Smith for her support and assistance to install a Little Free Library near the beach house in Lakeside Park. Resident Jane Keyes spearheaded the project, and residents Joe and Kathy Ritzer assisted with the painting and installation. Residents of Inspiration have also placed a Little Free Library in their neighborhood. Mayor St. Ores recognized John Buckley's years of service as the city's building official and wished him well in his retirement.

#### **STAFF/CITY ADMINISTRATOR REPORTS**

Fire Chief Eisinger reported the department responded to 111 calls in July. Monthly training, meetings, tours and community events were highlighted. He reminded everyone to use extra caution during summertime activities and cautioned parents to keep children a safe distance from camp fires.

Police Chief Eastman reviewed her written report. Past and upcoming community events were highlighted, including the two-day youth safety camp that started today at Lakeside Park and Night to Unite tomorrow evening at Lakeside Park. The Police Department received an \$8,155.50 grant from OSHA for extra cameras outside City Hall and updates to the Council Chambers.

Public Works Supervisor Horak reviewed his written report and noted that Public Works will be repainting crosswalks and yellow curb no parking areas in August.

Assistant City Administrator/Planner Taylor reviewed her written report. Staff plans to contract with a firm in the next week to provide an appraisal for a potential Washington County Land and Water Legacy Program project. Signs are being posted at the city's boat launch regarding Asian carp

aquatic invasive species. She has been testing voting equipment and training Election Judges for the August 9 Primary Election and reminded that all residents vote at City Hall. She will be working on the next edition of the city newsletter that will be published in September, as well as updating processes and forms as the city transitions to a new building official model. The Washington County Master Gardeners were thanked for coordinating the *Bayport In Bloom* Front Entry Garden Contest.

Administrator Martin summarized the City Council budget workshop held prior to tonight's meeting, noting that direction to keep the 2017 tax rate flat is achievable. Staff is finalizing the contract with Miller Excavating for the municipal parking lot project, with construction beginning in August. Councilmember Carlson requested additional funding for Community Thread in next year's budget to assist with a special maintenance project. Staff will review the funding available and provide an update.

#### **CITY COUNCIL ITEMS AND ANNOUNCEMENTS**

1. Mayor St. Ores reminded everyone about Night to Unite at Lakeside Park on Tuesday, August 2 from 5:00-8:00 p.m.

#### **ADJOURNMENT**

It was moved by Councilmember Carlson and seconded by Councilmember Hanson to adjourn the meeting at 7:40 p.m. Motion carried 4-0.

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City Administrator/Clerk

**CITY OF BAYPORT**  
**\*Budget Control Summary**

Current Period: AUGUST 2016

Account Descr	2016 Cumulative Budget	2016 Cumulative Actuals	2016 Cumulative Variance	2016 % Variance
<b>FUND 101 GENERAL</b>				
<b>Revenue Accounts</b>				
DEPT 00000 GENERAL GOVERNMENT	\$1,920,019.00	\$990,141.37	\$929,877.63	48.43%
DEPT 41200 MAYOR & COUNCIL	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41240 RECYCLING	\$6,000.00	\$6,520.00	-\$520.00	-8.67%
DEPT 41600 CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41602 CURB & SIDEWALK PROJECT	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41910 PLANNING & ZONING	\$104,000.00	\$68,965.75	\$35,034.25	33.69%
DEPT 41940 MUNICIPAL BUILDINGS	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42000 PUBLIC SAFE CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42100 POLICE	\$94,900.00	\$60,451.39	\$34,448.61	36.30%
DEPT 42200 FIRE PROTECTION	\$434,242.00	\$188,817.62	\$245,424.38	56.52%
DEPT 42201 FIRE STATION	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 STREET MAINT	\$7,000.00	\$1,552.50	\$5,447.50	77.82%
DEPT 43130 STREET - FLOOD PREPARATIO	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43200 PARKS	\$32,150.00	\$20,110.86	\$12,039.14	37.45%
DEPT 43201 PERRO PARK PROJECT/PLAN	\$0.00	\$3,500.00	-\$3,500.00	0.00%
DEPT 43300 CEMETERY	\$12,000.00	\$11,705.00	\$295.00	2.46%
DEPT 44100 PROJECT	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Revenue Accounts</b>	<b>\$2,610,311.00</b>	<b>\$1,351,764.49</b>	<b>\$1,258,546.5</b>	<b>48.21%</b>
<b>Expenditure Accounts</b>				
DEPT 00000 GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41100 ELECTIONS	\$4,500.00	\$1,235.43	\$3,264.57	72.55%
DEPT 41200 MAYOR & COUNCIL	\$154,601.00	\$135,074.24	\$19,526.76	12.63%
DEPT 41240 RECYCLING	\$6,895.00	\$2,997.93	\$3,897.07	56.52%
DEPT 41400 ADMINISTRATION	\$161,041.00	\$73,936.40	\$87,104.60	54.09%
DEPT 41910 PLANNING & ZONING	\$252,853.00	\$120,038.86	\$132,814.14	52.53%
DEPT 41940 MUNICIPAL BUILDINGS	\$50,131.00	\$41,216.60	\$8,914.40	17.78%
DEPT 42100 POLICE	\$817,428.00	\$380,204.99	\$437,223.01	53.49%
DEPT 42200 FIRE PROTECTION	\$506,185.00	\$188,190.40	\$317,994.60	62.82%
DEPT 42201 FIRE STATION	\$0.00	\$55,398.22	-\$55,398.22	0.00%
DEPT 43100 STREET MAINT	\$312,784.00	\$93,166.15	\$219,617.85	70.21%
DEPT 43130 STREET - FLOOD PREPARATIO	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43135 56TH ST & PICKETT AVE TRAIL	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43140 HAYNER/2ND ST. S UTILITY PR	\$0.00	\$433.85	-\$433.85	0.00%
DEPT 43160 STREET LIGHTING	\$31,750.00	\$16,986.84	\$14,763.16	46.50%
DEPT 43200 PARKS	\$65,126.00	\$35,786.79	\$29,339.21	45.05%
DEPT 43300 CEMETERY	\$7,475.00	\$2,416.68	\$5,058.32	67.67%
DEPT 44100 PROJECT	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Expenditure Accounts</b>	<b>\$2,370,769.00</b>	<b>\$1,147,083.38</b>	<b>\$1,223,685.6</b>	<b>51.62%</b>

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CITY OF BAYPORT

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\*Fund Summary -  
Budget to Actual©

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AUGUST 2016

	2016 YTD Budget	AUGUST MTD Amount	2016 YTD Amount	2016 YTD Balance	2016 % YTD Budget
<b>FUND 101 GENERAL</b>					
Revenue	\$2,610,311.00	\$13,480.86	\$1,351,764.49	\$1,258,546.51	51.79%
Expenditure	\$2,370,769.00	\$62,573.92	\$1,147,083.38	\$1,223,685.62	48.38%
		<u>-\$49,093.06</u>	<u>\$204,681.11</u>		
<b>FUND 102 STREET RECONSTRUCTION</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 103 G O TIF BD FUND 1990 CAP PROJ</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$480.00	-\$480.00	0.00%
		<u>\$0.00</u>	<u>-\$480.00</u>		
<b>FUND 106 TIF ECON DEV DIST 2</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 107 TIF REDEVELOPMENT DISTRICT 2-1</b>					
Revenue	\$0.00	\$0.00	\$22,520.93	-\$22,520.93	0.00%
Expenditure	\$0.00	\$0.00	\$20,268.84	-\$20,268.84	0.00%
		<u>\$0.00</u>	<u>\$2,252.09</u>		
<b>FUND 200 FIRE EQUIPMENT REPLACEMENT FUN</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 201 D.A.R.E.</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 202 DRUG FORFEITURE</b>					
Revenue	\$0.00	\$0.00	\$1,600.00	-\$1,600.00	0.00%
Expenditure	\$0.00	-\$150.00	\$292.50	-\$292.50	0.00%
		<u>\$150.00</u>	<u>\$1,307.50</u>		
<b>FUND 203 PUBLIC WORKS EQUIPMENT REPL</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 204 RECREATION CAP EQUIP &amp; MAINT</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 205 TAX STABILIZATION FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

CITY OF BAYPORT

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\*Fund Summary -  
Budget to Actual©

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AUGUST 2016

	2016 YTD Budget	AUGUST MTD Amount	2016 YTD Amount	2016 YTD Balance	2016 % YTD Budget
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 206 WATER/SEWER IMPROVEMENT FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 207 PARK IMPROVEMENT FUND</b>					
Revenue	\$0.00	\$0.00	\$12,000.00	-\$12,000.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$12,000.00		
<b>FUND 208 PRISON SEWER PROJECT</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 209 DEVELOPER REIMBURSED PROJECTS</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 210 K-9 UNIT</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 211 LIBRARY</b>					
Revenue	\$295,800.00	\$65,630.06	\$203,981.05	\$91,818.95	68.96%
Expenditure	\$295,730.72	\$6,884.04	\$157,415.05	\$138,315.67	53.23%
		\$58,746.02	\$46,566.00		
<b>FUND 300 ANDERSEN WINDOWS EQUIP GRANT</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 303 GO TIF BOND 1990 DEBT SERVICE</b>					
Revenue	\$0.00	\$0.00	\$44,380.10	-\$44,380.10	0.00%
Expenditure	\$0.00	\$1,944.12	\$281,367.27	-\$281,367.27	0.00%
		-\$1,944.12	-\$236,987.17		
<b>FUND 306 DEBT GO BOND 2015A \$2,025,000</b>					
Expenditure	\$0.00	\$0.00	\$25,156.25	-\$25,156.25	0.00%
		\$0.00	-\$25,156.25		
<b>FUND 311 GO IMPROV BONDS OF 1992 DEBT S</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 400 NEW FIRE STATION</b>					

CITY OF BAYPORT

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\*Fund Summary -  
Budget to Actual©

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AUGUST 2016

	2016 YTD Budget	AUGUST MTD Amount	2016 YTD Amount	2016 YTD Balance	2016 % YTD Budget
Revenue	\$0.00	\$0.00	\$120,631.66	-\$120,631.66	0.00%
Expenditure	\$0.00	\$7,914.29	\$1,400,790.16	-\$1,400,790.16	0.00%
		<u>-\$7,914.29</u>	<u>-\$1,280,158.50</u>		
<b>FUND 412 CEMETERY CAPITAL IMPROV</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 413 POLICE EQUIPMENT FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 414 OFFICE AUTOMATION</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 415 MUNICIPAL BLDGS MAINT</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 416 PERRO CREEK OUTLET</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 601 WATER</b>					
Revenue	\$359,250.00	\$1,980.81	\$22,484.05	\$336,765.95	6.26%
Expenditure	\$526,458.00	\$14,342.23	\$222,886.83	\$303,571.17	42.34%
		<u>-\$12,361.42</u>	<u>-\$200,402.78</u>		
<b>FUND 602 SEWER</b>					
Revenue	\$640,000.00	\$0.00	\$3,956.94	\$636,043.06	0.62%
Expenditure	\$337,012.00	\$35,592.87	\$428,724.28	-\$91,712.28	127.21%
		<u>-\$35,592.87</u>	<u>-\$424,767.34</u>		
<b>FUND 800 INVESTMENTS-POOLED</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
<b>FUND 803 P &amp; Z ESCROWS</b>					
Revenue	\$0.00	\$0.00	\$9,403.47	-\$9,403.47	0.00%
Expenditure	\$0.00	\$3,103.89	\$5,622.04	-\$5,622.04	0.00%
		<u>-\$3,103.89</u>	<u>\$3,781.43</u>		
<b>FUND 851 NON EXP TRUST</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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**\*Fund Summary -  
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AUGUST 2016

	2016 YTD Budget	AUGUST MTD Amount	2016 YTD Amount	2016 YTD Balance	2016 % YTD Budget
		\$0.00	\$0.00		
Report Total		-\$51,113.63	-\$1,897,363.91		

**CITY OF BAYPORT**  
**REVENUE SUMMARY YTD THRU 08/31/2016**

FUND	FUND Descr	2016 Budget	2016 YTD Amt	2016 % of Budget	2016 % of Budget Remain
FUND 101	GENERAL	\$2,610,311.00	\$1,351,764.49	51.79%	48.21%
FUND 102	STREET RECONSTRUCTION	\$0.00	\$0.00	0.00%	0.00%
FUND 103	G O TIF BD FUND 1990 CAP PRO	\$0.00	\$0.00	0.00%	0.00%
FUND 106	TIF ECON DEV DIST 2	\$0.00	\$0.00	0.00%	0.00%
FUND 107	TIF REDEVELOPMENT DISTRICT	\$0.00	\$22,520.93	0.00%	0.00%
FUND 200	FIRE EQUIPMENT REPLACEMENT	\$0.00	\$0.00	0.00%	0.00%
FUND 202	DRUG FORFEITURE	\$0.00	\$1,600.00	0.00%	0.00%
FUND 203	PUBLIC WORKS EQUIPMENT REP	\$0.00	\$0.00	0.00%	0.00%
FUND 204	RECREATION CAP EQUIP & MAIN	\$0.00	\$0.00	0.00%	0.00%
FUND 205	TAX STABILIZATION FUND	\$0.00	\$0.00	0.00%	0.00%
FUND 206	WATER/SEWER IMPROVEMENT F	\$0.00	\$0.00	0.00%	0.00%
FUND 207	PARK IMPROVEMENT FUND	\$0.00	\$12,000.00	0.00%	0.00%
FUND 208	PRISON SEWER PROJECT	\$0.00	\$0.00	0.00%	0.00%
FUND 209	DEVELOPER REIMBURSED PROJE	\$0.00	\$0.00	0.00%	0.00%
FUND 210	K-9 UNIT	\$0.00	\$0.00	0.00%	0.00%
FUND 211	LIBRARY	\$295,800.00	\$203,981.05	68.96%	31.04%
FUND 300	ANDERSEN WINDOWS EQUIP GR	\$0.00	\$0.00	0.00%	0.00%
FUND 303	GO TIF BOND 1990 DEBT SERVIC	\$0.00	\$44,380.10	0.00%	0.00%
FUND 400	NEW FIRE STATION	\$0.00	\$120,631.66	0.00%	0.00%
FUND 412	CEMETERY CAPITAL IMPROV	\$0.00	\$0.00	0.00%	0.00%
FUND 413	POLICE EQUIPMENT FUND	\$0.00	\$0.00	0.00%	0.00%
FUND 414	OFFICE AUTOMATION	\$0.00	\$0.00	0.00%	0.00%
FUND 415	MUNICIPAL BLDGS MAINT	\$0.00	\$0.00	0.00%	0.00%
FUND 416	PERRO CREEK OUTLET	\$0.00	\$0.00	0.00%	0.00%
FUND 601	WATER	\$359,250.00	\$22,484.05	6.26%	93.74%
FUND 602	SEWER	\$640,000.00	\$3,956.94	0.62%	99.38%
FUND 800	INVESTMENTS-POOLED	\$0.00	\$0.00	0.00%	0.00%
FUND 803	P & Z ESCROWS	\$0.00	\$9,403.47	0.00%	0.00%
FUND 851	NON EXP TRUST	\$0.00	\$0.00	0.00%	0.00%
		\$3,905,361.00	\$1,792,722.69	45.90%	54.10%

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

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Period Name: AUGUST

FUN	Tran Date	Amount	Refer	Comments	Account Descr
<b>FUND 101 GENERAL</b>					
101	08/01/16	\$50.00	6266	LIQUOR - TEMP (PER DAY) Zawislak #326	R 101-00000-32100 BUSINES
101	08/23/16	\$50.00	6305	LIQUOR - TEMP (PER DAY) BCAL #2385	R 101-00000-32100 BUSINES
101	07/28/16	\$100.00	6253	GAMBLING PROCEEDS American Legion #	R 101-00000-32204 GAMBLIN
101	08/22/16	\$741.61	6331	GAMBLING PROCEEDS CK # 11870	R 101-00000-32204 GAMBLIN
101	08/02/16	\$2.00	6270	ELECTION - CANDIDATE FILE CASH - ST.	R 101-00000-33100 ADMINIS
101	08/03/16	\$2.00	6276	ELECTION - CANDIDATE FILE CASH - CAR	R 101-00000-33100 ADMINIS
101	08/03/16	\$2.00	6277	ELECTION - CANDIDATE FILE CASH - OCH	R 101-00000-33100 ADMINIS
101	08/10/16	\$2.00	6295	ELECTION - CANDIDATE FILE CASH - GOL	R 101-00000-33100 ADMINIS
101	08/11/16	\$2.00	6298	ELECTION - CANDIDATE FILE CASH - DEL	R 101-00000-33100 ADMINIS
101	08/16/16	\$2.00	6308	ELECTION - CANDIDATE FILE CASH - BUC	R 101-00000-33100 ADMINIS
101	08/24/16	\$40.00	6309	ADMINISTRATIVE FEES Church of St. Char	R 101-00000-33100 ADMINIS
101	07/29/16	\$30.00	6261	ASSESSMENT SEARCH CK # 2408	R 101-00000-34105 USER FEE
101	07/29/16	\$30.00	6261	ASSESSMENT SEARCH CK # 2408	R 101-00000-34105 USER FEE
101	08/04/16	\$30.00	6262	ASSESSMENT SEARCH CK # 2475	R 101-00000-34105 USER FEE
101	08/10/16	\$30.00	6282	ASSESSMENT SEARCH CK # 2418	R 101-00000-34105 USER FEE
101	08/12/16	\$30.00	6288	ASSESSMENT SEARCH CK # 96756	R 101-00000-34105 USER FEE
101	08/12/16	\$30.00	6314	ASSESSMENT SEARCH CK # 2521	R 101-00000-34105 USER FEE
101	08/12/16	\$15.00	6317	ASSESSMENT SEARCH CK # 2501	R 101-00000-34105 USER FEE
101	08/12/16	\$15.00	6317	ASSESSMENT SEARCH CK # 2503	R 101-00000-34105 USER FEE
101	08/22/16	\$30.00	6325	ASSESSMENT SEARCH CK # 2570	R 101-00000-34105 USER FEE
101	08/09/16	\$1.00	6235	PLUMBING SURCHARGE - RESIDENTIAL N	G 101-20104 STATE SURCHA
101	07/28/16	\$1.00	6258	MECHANICAL SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	08/01/16	\$1.00	6263	PLUMBING SURCHARGE - RESIDENTIAL H	G 101-20104 STATE SURCHA
101	08/10/16	\$1.00	6271	PLUMBING SURCHARGE - RESIDENTIAL D	G 101-20104 STATE SURCHA
101	08/03/16	\$14.94	6272	BUILDING SURCHARGE WS&D Permit Serv	G 101-20104 STATE SURCHA
101	08/04/16	\$1.00	6279	MECHANICAL SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	08/17/16	\$0.75	6281	BUILDING SURCHARGE BP2016-55 - CAS	G 101-20104 STATE SURCHA
101	08/17/16	\$0.80	6281	BUILDING SURCHARGE BP2016-54 - CAS	G 101-20104 STATE SURCHA
101	08/17/16	\$2.00	6281	BUILDING SURCHARGE BP2016-56 - CAS	G 101-20104 STATE SURCHA
101	08/17/16	\$1.00	6281	PLUMBING SURCHARGE - RESIDENTIAL P	G 101-20104 STATE SURCHA
101	08/10/16	\$1.00	6292	MECHANICAL SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	08/22/16	\$0.75	6326	STATE SURCHARGE - COMMERCIAL Fire P	G 101-20104 STATE SURCHA
101	08/22/16	\$2.75	6327	BUILDING SURCHARGE Budget Exteriors	G 101-20104 STATE SURCHA
101	08/25/16	\$1.00	6335	MECHANICAL SURCHARGE - RESIDENTIA	G 101-20104 STATE SURCHA
101	08/24/16	\$4.86	6336	BUILDING SURCHARGE WS&d PERMIT SE	G 101-20104 STATE SURCHA
101	08/25/16	\$2.10	6337	BUILDING SURCHARGE	G 101-20104 STATE SURCHA
101	07/28/16	\$7.13	6255	State Sales Tax Ochs #3024	G 101-20603 SALES TAX PAY
101	07/28/16	\$1.78	6257	State Sales Tax CASH - Gary Swager	G 101-20603 SALES TAX PAY
101	07/28/16	\$1.78	6259	State Sales Tax CASH - CONROY	G 101-20603 SALES TAX PAY
101	08/08/16	\$1.66	6260	State Sales Tax CK # 6634044	G 101-20603 SALES TAX PAY
101	08/01/16	\$0.11	6264	State Sales Tax CASH	G 101-20603 SALES TAX PAY
101	08/01/16	\$1.78	6267	State Sales Tax Beale #4862	G 101-20603 SALES TAX PAY
101	08/01/16	\$14.25	6268	State Sales Tax Levy #2286	G 101-20603 SALES TAX PAY
101	08/01/16	\$5.34	6268	State Sales Tax Levy #2287	G 101-20603 SALES TAX PAY
101	08/03/16	\$14.25	6274	State Sales Tax D'Lass Dent Company #61	G 101-20603 SALES TAX PAY
101	08/11/16	\$5.34	6275	State Sales Tax Bradaric #223	G 101-20603 SALES TAX PAY
101	08/16/16	\$7.13	6278	State Sales Tax Roeller #1936	G 101-20603 SALES TAX PAY
101	08/04/16	\$0.27	6280	State Sales Tax LexisNexis #596758241	G 101-20603 SALES TAX PAY
101	08/08/16	\$1.78	6283	State Sales Tax Kamps #10428	G 101-20603 SALES TAX PAY
101	08/08/16	\$5.34	6284	State Sales Tax Ginter #1256	G 101-20603 SALES TAX PAY
101	08/08/16	\$5.34	6285	State Sales Tax CASH - DIETHERT	G 101-20603 SALES TAX PAY
101	08/22/16	\$1.76	6293	State Sales Tax Pony Preschool #3740	G 101-20603 SALES TAX PAY

**CITY OF BAYPORT**  
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Period Name: AUGUST

FUN	Tran Date	Amount	Refer	Comments	Account Descr
101	08/18/16	\$5.32	6296	State Sales Tax CASH	G 101-20603 SALES TAX PAY
101	08/11/16	\$1.78	6297	State Sales Tax CASH - DAVID SPARKS	G 101-20603 SALES TAX PAY
101	08/11/16	\$7.18	6300	State Sales Tax Shives #5299	G 101-20603 SALES TAX PAY
101	08/15/16	\$5.34	6304	State Sales Tax Miesen #17349	G 101-20603 SALES TAX PAY
101	08/12/16	\$2,358.00	6316	SALES & USE TAX REFUND CK # 5668113	G 101-20603 SALES TAX PAY
101	08/23/16	\$0.66	6319	State Sales Tax CK # 6339	G 101-20603 SALES TAX PAY
101	08/23/16	\$0.67	6319	State Sales Tax CK # 19776	G 101-20603 SALES TAX PAY
101	08/23/16	\$0.67	6319	State Sales Tax CK # 5758	G 101-20603 SALES TAX PAY
101	08/18/16	\$0.11	6322	State Sales Tax CASH - STALOCH	G 101-20603 SALES TAX PAY
101	08/22/16	\$5.34	6324	State Sales Tax Thoennes #1017	G 101-20603 SALES TAX PAY
101	08/23/16	\$7.92	6332	State Sales Tax CASH	G 101-20603 SALES TAX PAY
101	08/25/16	\$17.81	6338	State Sales Tax PHILLIPS #9455	G 101-20603 SALES TAX PAY
101	08/08/16	\$69.89	6254	HEALTH PARTNERS CK # 0034150116	G 101-27109 HEALTH PARTN
101	08/08/16	\$75.00	6254	HEALTH SAVING ACCT. CK # 0034150116	G 101-27122 H S A
101	08/11/16	\$50.00	6302	CONTRACTOR LICENSE - SPECIALTY A Cu	R 101-41910-32100 BUSINES
101	08/25/16	\$50.00	6310	CONTRACTOR LICENSE - SPECIALTY Albr	R 101-41910-32100 BUSINES
101	08/25/16	\$50.00	6335	CONTRACTOR LICENSE - SPECIALTY Und	R 101-41910-32100 BUSINES
101	07/28/16	\$25.00	6243	SIGN PERMIT - TEMPORARY CASH - JANE	R 101-41910-32200 NONBUSI
101	07/28/16	\$25.00	6256	DUMPSTER/BULK CONTAINER CASH - H.	R 101-41910-32200 NONBUSI
101	08/01/16	\$25.00	6265	SIGN PERMIT - TEMPORARY Bayport Mari	R 101-41910-32200 NONBUSI
101	08/09/16	\$37.00	6291	SIGN PERMIT - PERMANENT MAINSTREE	R 101-41910-32200 NONBUSI
101	08/09/16	\$80.00	6291	SIGN PERMIT - PERMANENT MAINSTREE	R 101-41910-32200 NONBUSI
101	08/11/16	\$25.00	6299	DUMPSTER/BULK CONTAINER Bliss #102	R 101-41910-32200 NONBUSI
101	08/16/16	\$33.16	6306	SIGN PERMIT - PERMANENT Andersen Co	R 101-41910-32200 NONBUSI
101	08/16/16	\$35.44	6306	SIGN PERMIT - PERMANENT	R 101-41910-32200 NONBUSI
101	08/25/16	\$43.12	6310	SIGN PERMIT - PERMANENT	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/18/16	\$25.00	6321	SIGN PERMIT - TEMPORARY People's Chu	R 101-41910-32200 NONBUSI
101	08/25/16	\$25.00	6337	DUMPSTER/BULK CONTAINER CASH - CO	R 101-41910-32200 NONBUSI
101	08/03/16	\$466.75	6272	BUILDING PERMIT WS&D Permit Service	R 101-41910-32210 BUILDIN
101	08/17/16	\$60.75	6281	BUILDING PERMIT BP2016-54 - CASH - S	R 101-41910-32210 BUILDIN
101	08/17/16	\$103.25	6281	BUILDING PERMIT BP2016-56 - CASH - S	R 101-41910-32210 BUILDIN
101	08/17/16	\$57.50	6281	BUILDING PERMIT BP2016-55 - CASH - S	R 101-41910-32210 BUILDIN
101	08/22/16	\$37.38	6326	PLAN REVIEW	R 101-41910-32210 BUILDIN
101	08/22/16	\$132.75	6327	BUILDING PERMIT Budget Exteriors #796	R 101-41910-32210 BUILDIN
101	08/24/16	\$191.75	6336	BUILDING PERMIT WS&d PERMIT SERVIC	R 101-41910-32210 BUILDIN
101	08/25/16	\$118.00	6337	BUILDING PERMIT	R 101-41910-32210 BUILDIN
101	08/09/16	\$79.00	6235	PLUMBING PERMIT - RESIDENTIAL North	R 101-41910-32220 PLUMBIN
101	08/01/16	\$79.00	6263	PLUMBING PERMIT - RESIDENTIAL Hanse	R 101-41910-32220 PLUMBIN
101	08/10/16	\$79.00	6271	PLUMBING PERMIT - RESIDENTIAL Derric	R 101-41910-32220 PLUMBIN
101	08/17/16	\$79.00	6281	PLUMBING PERMIT - RESIDENTIAL PL201	R 101-41910-32220 PLUMBIN
101	07/28/16	\$79.00	6258	MECHANICAL PERMIT - RESIDENTIAL And	R 101-41910-32230 MECHANI
101	08/04/16	\$79.00	6279	MECHANICAL PERMIT - RESIDENTIAL Apo	R 101-41910-32230 MECHANI
101	08/10/16	\$79.00	6292	MECHANICAL PERMIT - RESIDENTIAL Apo	R 101-41910-32230 MECHANI
101	08/22/16	\$57.50	6326	MECHANICAL PERMIT - COMMERCIAL Fire	R 101-41910-32230 MECHANI
101	08/25/16	\$79.00	6335	MECHANICAL PERMIT - RESIDENTIAL	R 101-41910-32230 MECHANI
101	08/19/16	\$3,524.37	6294	BUILDING INSPECTIONS (LAKE ST. CROI	R 101-41910-34103 LAKELAN
101	08/22/16	\$120.00	6333	POLICE - SPECIAL DUTIES CK # 1002481	E 101-42100-103 SPECIAL DU
101	08/30/16	\$2,501.29	16931	LAW ENF TRNG REIM 2016	E 101-42100-103 SPECIAL DU
101	08/03/16	\$20.00	6273	PET LICENSE - SPAY/NEUT	R 101-42100-32240 ANIMAL F
101	08/16/16	\$10.00	6307	PET LICENSE - SPAY/NEUT Stoerzinger #8	R 101-42100-32240 ANIMAL F

**CITY OF BAYPORT  
MONTHLY RECEIPTS**

Period Name: AUGUST

FUN	Tran Date	Amount	Refer	Comments	Account Descr
101	08/23/16	\$10.00	6334	PET LICENSE - SPAY/NEUT CASH - Spree	R 101-42100-32240 ANIMAL F
101	08/11/16	\$125.00	6301	POLICE ADMINISTRATIVE FEES MN Repos	R 101-42100-33100 ADMINIS
101	08/01/16	\$1.50	6264	POLICE REPORTS CASH	R 101-42100-34201 POLICE A
101	08/04/16	\$3.73	6280	POLICE REPORTS LexisNexis #596758241	R 101-42100-34201 POLICE A
101	08/18/16	\$1.50	6322	POLICE REPORTS CASH - STALOCH	R 101-42100-34201 POLICE A
101	08/30/16	\$3,569.07	16930	JUL 2016 TRIAL COURT	R 101-42100-35101 COURT FI
101	08/18/16	\$300.00	6286	NITE TO UNITE (DONATIONS) J.G. Hause	R 101-42100-36231 DONATTO
101	08/30/16	\$960.00	16931	FIREFIGHTER TRNG & ED REIMB	E 101-42200-105 FIRE RUNS,
101	08/12/16	\$483.86	6318	FIRE PROTECTION PERMITS CK # 60322	R 101-42200-32200 NONBUSI
101	08/08/16	\$23.34	6260	FIRE REPORTS CK # 6634044	R 101-42200-34105 USER FEE
101	07/28/16	\$100.00	6255	BEACHHOUSE - RESIDENT(FRI-SUN) Ochs	R 101-43200-34780 PARK FEE
101	07/28/16	\$25.00	6257	BOAT TRAILER PARKING PERMIT CASH -	R 101-43200-34780 PARK FEE
101	07/28/16	\$25.00	6259	PICNIC SHELTER - RESIDENT (EACH-UP T	R 101-43200-34780 PARK FEE
101	08/01/16	\$25.00	6267	PICNIC SHELTER - RESIDENT (EACH-UP T	R 101-43200-34780 PARK FEE
101	08/01/16	\$75.00	6268	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/01/16	\$200.00	6268	BEACH HOUSE - NONRESIDENT(FRI-SUN)	R 101-43200-34780 PARK FEE
101	08/03/16	\$200.00	6274	BEACH HOUSE - NONRESIDENT(FRI-SUN)	R 101-43200-34780 PARK FEE
101	08/11/16	\$75.00	6275	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/16/16	\$100.00	6278	BEACHHOUSE - RESIDENT(FRI-SUN) Roell	R 101-43200-34780 PARK FEE
101	08/08/16	\$25.00	6283	PICNIC SHELTER - RESIDENT (EACH-UP T	R 101-43200-34780 PARK FEE
101	08/08/16	\$75.00	6284	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/08/16	\$75.00	6285	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/22/16	\$24.74	6293	PICNIC SHELTER - RESIDENT (EACH-UP T	R 101-43200-34780 PARK FEE
101	08/18/16	\$75.00	6296	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/11/16	\$25.00	6297	PICNIC SHELTER - RESIDENT (EACH-UP T	R 101-43200-34780 PARK FEE
101	08/11/16	\$100.00	6300	BEACHHOUSE - RESIDENT(FRI-SUN) Shiv	R 101-43200-34780 PARK FEE
101	08/15/16	\$75.00	6304	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/23/16	\$9.32	6319	BOAT TRAILER PARKING PERMIT CK # 63	R 101-43200-34780 PARK FEE
101	08/23/16	\$9.34	6319	BOAT TRAILER PARKING PERMIT CK # 57	R 101-43200-34780 PARK FEE
101	08/23/16	\$9.34	6319	BOAT TRAILER PARKING PERMIT CK # 19	R 101-43200-34780 PARK FEE
101	08/22/16	\$75.00	6324	PICNIC SHELTER - NONRESIDENT(EACH-	R 101-43200-34780 PARK FEE
101	08/23/16	\$111.09	6332	BOAT TRAILER PARKING PERMIT CASH	R 101-43200-34780 PARK FEE
101	08/25/16	\$250.00	6338	BEACH HOUSE - NONRESIDENT(FRI-SUN)	R 101-43200-34780 PARK FEE
101	08/22/16	\$300.00	6303	CEMETERY - OPEN/CLOSE GRAVE - CREM	R 101-43300-34940 CEMETER
<b>FUND 101 GENER</b>		<b>\$20,105.13</b>			
<b>FUND 202 DRUG FORFEITURE</b>					
202	07/29/16	\$150.00	6247	POLICE DEPT. DRUG FOR (REFUNDS & RE	E 202-42101-449 DRUG FORF
<b>FUND 202 DRUG</b>		<b>\$150.00</b>			
<b>FUND 206 WATER/SEWER IMPROVEMENT FUND</b>					
206	08/09/16	\$248.67	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$34.05	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$33.88	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$457.14	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$15.76	0	UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$1.20	0	UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$6.00	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$7.44	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$3.51	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$1.20	0	UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$132.38	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$18.60	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$1.14	0	UB Receipt Serv 28 TRUNK W/IND	G 206-12103 A/R GEN BILLIN

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Period Name: AUGUST

FUN	Tran Date	Amount	Refer	Comments	Account Descr
206	08/25/16	\$13.50	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$19.86	0	UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$46.45	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$2.40	0	UB Receipt Serv 27 TRUNK W/COMM	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$24.70	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$74.03	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/09/16	\$30.38	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$100.23	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$10.94	0	UB Receipt Serv 36 TRUNK S/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$2.40	0	UB Receipt Serv 37 TRUNK S/COMM	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$14.07	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
206	08/17/16	\$50.30	0	UB Receipt Surc 23 TRUNK SEWER	G 206-12103 A/R GEN BILLIN
206	08/25/16	\$27.40	0	UB Receipt Serv 26 TRUNK W/RESI	G 206-12103 A/R GEN BILLIN
<b>FUND 206 WATE</b>		<b>\$1,377.63</b>			
<b>FUND 211 LIBRARY</b>					
211	08/12/16	\$3.90	6287	LIBRARY SERVICE CHARGE CK # 9246	R 211-45500-34760 LIBRARY
211	08/12/16	\$16.00	6287	LIBRARY SERVICE CHARGE CK # 0103	R 211-45500-34760 LIBRARY
211	08/12/16	\$60.00	6287	LIBRARY SERVICE CHARGE CASH	R 211-45500-34760 LIBRARY
211	08/12/16	\$3.00	6287	LIBRARY SERVICE CHARGE CK # 134	R 211-45500-34760 LIBRARY
211	08/12/16	\$130.00	6312	LIBRARY RENT CK # 10023031	R 211-45500-36220 RENTAL I
211	08/19/16	\$75.00	6330	LIBRARY RENT CK # 318222	R 211-45500-36220 RENTAL I
211	08/12/16	\$20.00	6311	LIBRARY DONATIONS CASH	R 211-45500-36230 DONATIO
211	08/19/16	\$65,000.00	6315	LIBRARY GRANTS CK # 9364	R 211-45500-36233 GRANTS
211	08/12/16	\$120.00	6313	LIBRARY REFUNDS & REIMB. PROF FEES	R 211-45500-36240 REFUNDS
211	08/12/16	\$202.16	6313	LIBRARY REFUNDS & REIMB. PROF FEES	R 211-45500-36240 REFUNDS
<b>FUND 211 LIBRA</b>		<b>\$65,630.06</b>			
<b>FUND 601 WATER</b>					
601	08/09/16	\$688.15	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$2.50	0	UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	08/25/16	\$3.21	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$4.55	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$416.92	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$5.02	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$10.00	0	UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	08/09/16	\$28.74	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/09/16	\$845.37	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$214.95	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/09/16	\$14.23	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$104.18	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/09/16	\$4.77	0	UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	08/09/16	\$6.58	0	UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	08/09/16	\$197.72	0	UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING
601	08/09/16	\$163.91	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/25/16	\$1.59	0	UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	08/17/16	\$4.15	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/09/16	\$6,355.99	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$535.12	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$15.00	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$227.51	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$1,819.87	0	UB Receipt Serv 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$38.68	0	UB Receipt Serv Pen 1 WATER	G 601-14601 WATER BILLING
601	08/17/16	\$20.00	0	UB Receipt Serv 5 COMM WATER	G 601-14601 WATER BILLING

**CITY OF BAYPORT  
MONTHLY RECEIPTS**

Period Name: AUGUST

FUN	Tran Date	Amount	Refer	Comments	Account Descr
601	08/17/16	\$3.18	0	UB Receipt Serv 8 SAFE WT'R FE	G 601-14601 WATER BILLING
601	08/17/16	\$2.50	0	UB Receipt Serv Pen 5 COMM WATER	G 601-14601 WATER BILLING
601	08/10/16	\$1,200.00	6271	WATER CONNECTION - TO 1 IN	R 601-46120-34601 WATER H
601	08/10/16	\$350.00	6271	WATER METER - TO 1 IN (INCLUDES INS	R 601-46120-34602 WATER M
601	08/25/16	\$12.68	0	UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	08/09/16	\$152.28	0	UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	08/09/16	\$165.72	0	UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	08/17/16	\$55.13	0	UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
601	08/25/16	\$45.00	0	UB UR Receipt Group 01 CITY WIDE	R 601-46120-37110 WATER R
<b>FUND 601 WATE</b>		<b>\$13,715.20</b>			
<b>FUND 602 SEWER</b>					
602	08/09/16	\$118.62	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$5.02	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$10.00	0	UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$2.50	0	UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/30/16	\$21,685.52	0	UB Receipt Serv 19 PRISON SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$221.66	0	UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$8.72	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$2,787.66	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$2.50	0	UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$20.00	0	UB Receipt Serv 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$6.58	0	UB Receipt Serv Pen 25 COMM SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$12.62	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$270.20	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$81.74	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$151.50	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$5.00	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$419.20	0	UB Receipt Serv 11 NSP SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$339.47	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/09/16	\$10.13	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$38.35	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$2.50	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$36.27	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$1,137.00	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$5.00	0	UB Receipt Serv Pen 10 SEWER	G 602-14602 SEWER BILLING
602	08/25/16	\$124.92	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
602	08/17/16	\$391.59	0	UB Receipt Serv 10 SEWER	G 602-14602 SEWER BILLING
<b>FUND 602 SEWER</b>		<b>\$27,894.27</b>			
		<b>\$128,872.29</b>			

**CITY OF BAYPORT**  
**EXPENSE SUMMARY YTD THRU 08/31/2016**  
8 Month = 66.72

DEPT	DEPT Descr	2016 Budget	2016 YTD Amt	Balance	2016 % of Budget Remain
<b>FUND 101 GENERAL</b>					
00000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
41100	ELECTIONS	\$4,500.00	\$1,235.43	\$3,264.57	72.55%
41200	MAYOR & COUNCIL	\$154,601.00	\$135,074.24	\$19,526.76	12.63%
41240	RECYCLING	\$6,895.00	\$2,997.93	\$3,897.07	56.52%
41400	ADMINISTRATION	\$161,041.00	\$73,936.40	\$87,104.60	54.09%
41910	PLANNING & ZONING	\$252,853.00	\$120,038.86	\$132,814.14	52.53%
41940	MUNICIPAL BUILDINGS	\$50,131.00	\$41,216.60	\$8,914.40	17.78%
42100	POLICE	\$817,428.00	\$380,204.99	\$437,223.01	53.49%
42200	FIRE PROTECTION	\$506,185.00	\$188,190.40	\$317,994.60	62.82%
42201	FIRE STATION	\$0.00	\$55,398.22	-\$55,398.22	0.00%
43100	STREET MAINT	\$312,784.00	\$93,166.15	\$219,617.85	70.21%
43130	STREET - FLOOD PREPARATION	\$0.00	\$0.00	\$0.00	0.00%
43135	56TH ST & PICKETT AVE TRAIL	\$0.00	\$0.00	\$0.00	0.00%
43140	HAYNER/2ND ST. S UTILITY PR	\$0.00	\$433.85	-\$433.85	0.00%
43160	STREET LIGHTING	\$31,750.00	\$16,986.84	\$14,763.16	46.50%
43200	PARKS	\$65,126.00	\$35,786.79	\$29,339.21	45.05%
43300	CEMETERY	\$7,475.00	\$2,416.68	\$5,058.32	67.67%
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 101 GENERAL</b>		<b>\$2,370,769.00</b>	<b>\$1,147,083.38</b>	<b>\$1,223,685.62</b>	<b>51.62%</b>
<b>FUND 208 PRISON SEWER PROJECT</b>					
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 208 PRISON SEWER PROJECT</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>FUND 209 DEVELOPER REIMBURSED PROJECTS</b>					
41911	BAYTOWN DEVELOPMENTS	\$0.00	\$0.00	\$0.00	0.00%
41912	INSPIRATION	\$0.00	\$0.00	\$0.00	0.00%
41913	EMERALD FALLS	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 209 DEVELOPER REIMBURSED PROJ</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>FUND 210 K-9 UNIT</b>					
42103	K - 9 UNIT	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 210 K-9 UNIT</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>FUND 211 LIBRARY</b>					
45500	LIBRARY	\$295,730.72	\$157,415.05	\$138,315.67	46.77%
<b>FUND 211 LIBRARY</b>		<b>\$295,730.72</b>	<b>\$157,415.05</b>	<b>\$138,315.67</b>	<b>46.77%</b>
<b>FUND 306 DEBT GO BOND 2015A \$2,025,000</b>					
41903	DEBT SERVICE	\$0.00	\$25,156.25	-\$25,156.25	0.00%
<b>FUND 306 DEBT GO BOND 2015A \$2,025,0</b>		<b>\$0.00</b>	<b>\$25,156.25</b>	<b>-\$25,156.25</b>	<b>0.00%</b>
<b>FUND 400 NEW FIRE STATION</b>					
42201	FIRE STATION	\$0.00	\$1,400,790.16	-\$1,400,790.16	0.00%
<b>FUND 400 NEW FIRE STATION</b>		<b>\$0.00</b>	<b>\$1,400,790.16</b>	<b>-\$1,400,790.16</b>	<b>0.00%</b>
<b>FUND 412 CEMETERY CAPITAL IMPROV</b>					

**CITY OF BAYPORT**  
**EXPENSE SUMMARY YTD THRU 08/31/2016**  
8 Month = 66.72

DEPT	DEPT Descr	2016 Budget	2016 YTD Amt	Balance	2016 % of Budget Remain
41600	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	0.00%
43300	CEMETERY	\$0.00	\$0.00	\$0.00	0.00%
FUND 412 CEMETERY CAPITAL IMPROV		\$0.00	\$0.00	\$0.00	0.00%
FUND 413 POLICE EQUIPMENT FUND					
41900	CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
42100	POLICE	\$0.00	\$0.00	\$0.00	0.00%
FUND 413 POLICE EQUIPMENT FUND		\$0.00	\$0.00	\$0.00	0.00%
FUND 414 OFFICE AUTOMATION					
00000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
41400	ADMINISTRATION	\$0.00	\$0.00	\$0.00	0.00%
41910	PLANNING & ZONING	\$0.00	\$0.00	\$0.00	0.00%
42100	POLICE	\$0.00	\$0.00	\$0.00	0.00%
43100	STREET MAINT	\$0.00	\$0.00	\$0.00	0.00%
43200	PARKS	\$0.00	\$0.00	\$0.00	0.00%
46120	WATER	\$0.00	\$0.00	\$0.00	0.00%
46200	SEWER - OPERATING	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 OFFICE AUTOMATION		\$0.00	\$0.00	\$0.00	0.00%
FUND 415 MUNICIPAL BLDGS MAINT					
41600	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	0.00%
41900	CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0.00%
41940	MUNICIPAL BUILDINGS	\$0.00	\$0.00	\$0.00	0.00%
FUND 415 MUNICIPAL BLDGS MAINT		\$0.00	\$0.00	\$0.00	0.00%
FUND 601 WATER					
41609	TCE EVAL GRANT	\$0.00	\$0.00	\$0.00	0.00%
41610	LYNN MOST PROJECT	\$0.00	\$0.00	\$0.00	0.00%
44151	TCE WATER MAIN IMPROVEME	\$0.00	\$0.00	\$0.00	0.00%
46110	WATER-PUMPHOUSE	\$52,650.00	\$45,797.30	\$6,852.70	13.02%
46120	WATER	\$473,808.00	\$177,089.53	\$296,718.47	62.62%
FUND 601 WATER		\$526,458.00	\$222,886.83	\$303,571.17	57.66%
FUND 602 SEWER					
44100	PROJECT	\$0.00	\$0.00	\$0.00	0.00%
46200	SEWER - OPERATING	\$337,012.00	\$118,931.14	\$218,080.86	64.71%
46990	SEWER - NON-OPERATING	\$0.00	\$309,793.14	-\$309,793.14	0.00%
FUND 602 SEWER		\$337,012.00	\$428,724.28	-\$91,712.28	-27.21%
FUND 800 INVESTMENTS-POOLED					
00000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	0.00%
47000	INTEREST EXP	\$0.00	\$0.00	\$0.00	0.00%
80056	KYLE CARLSON	\$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%

**CITY OF BAYPORT**  
**EXPENSE SUMMARY YTD THRU 08/31/2016**  
8 Month = 66.72

DEPT	DEPT Descr	2016 Budget	2016 YTD Amt	Balance	2016 % of Budget Remain
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 VACATI	\$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	\$0.00	\$0.00	\$0.00	0.00%
80015	GARY SWAGER	\$0.00	\$0.00	\$0.00	0.00%
80016	PETE MILLER - PHASE 11/BAYT	\$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 OUTLET	\$0.00	\$0.00	\$0.00	0.00%
80019	JG HAUSE CONSTRUCTION	\$0.00	\$360.02	-\$360.02	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	\$0.00	\$0.00	0.00%
80026	MIDWEST PARA TRANSIT	\$0.00	\$0.00	\$0.00	0.00%
80027	CEMETARY - ST. MIKE S/ST. CH	\$0.00	\$0.00	\$0.00	0.00%
80028	ASPHALT SPEC - 111 CENTRAL	\$0.00	\$0.00	\$0.00	0.00%
80029	BRIAN ZELLER	\$0.00	\$0.00	\$0.00	0.00%
80030	LARKIN HOFFMAN & LUNDGREN	\$0.00	\$0.00	\$0.00	0.00%
80031	VALLEY GREEN	\$0.00	\$0.00	\$0.00	0.00%
80040	HEFTY	\$0.00	\$0.00	\$0.00	0.00%
80041	VALLEY GREEN	\$0.00	\$0.00	\$0.00	0.00%
80042	LANDFORM/VARDE GROUP	\$0.00	\$0.00	\$0.00	0.00%
80043	MAINSTREET HOLDING, LLC	\$0.00	\$0.00	\$0.00	0.00%
80044	HAYNER PROPERTY FEASIB STU	\$0.00	\$0.00	\$0.00	0.00%
80045	DRH-INSPIRATION PHASE II PL	\$0.00	\$0.00	\$0.00	0.00%
80046	JOE BUSH/DAVID KLINGER	\$0.00	\$0.00	\$0.00	0.00%
80047	JANE KEYES	\$0.00	\$0.00	\$0.00	0.00%
80048	KAEMMER/VRAMBOUT	\$0.00	\$0.00	\$0.00	0.00%
80049	AMERICAN LEGION	\$0.00	\$0.00	\$0.00	0.00%
80050	12 POINT ROAD	\$0.00	\$0.00	\$0.00	0.00%
80051	BERGSTROM/ ENG & GRADING	\$0.00	\$0.00	\$0.00	0.00%
80052	MILLER EXCAVATING WATER SE	\$0.00	\$0.00	\$0.00	0.00%
80053	CHRIS HAYNER	\$0.00	\$0.00	\$0.00	0.00%
80054	LYNN MOST	\$0.00	\$0.00	\$0.00	0.00%

**CITY OF BAYPORT**  
**EXPENSE SUMMARY YTD THRU 08/31/2016**

8 Month = 66.72

DEPT	DEPT Descr	2016 Budget	2016 YTD Amt	Balance	2016 % of Budget Remain
80055	MATTAMY MN PARTNERSHIP	\$0.00	\$5,262.02	-\$5,262.02	0.00%
80056	KYLE CARLSON	\$0.00	\$0.00	\$0.00	0.00%
80058	MILLER FARMS/DERRICK PHASE	\$0.00	\$0.00	\$0.00	0.00%
FUND 803 P & Z ESCROWS		\$0.00	\$5,622.04	-\$5,622.04	0.00%
		\$3,529,969.72	\$3,387,677.99	\$142,291.73	4.03%

**CITY OF BAYPORT**  
**MONTHLY EXPENSES 7448-7572**

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Search Name	FU	Tran Date	Amount	A ct	DEPT	OBJ	Comments	OBJ Descr	Check Nbr
<b>FUND 101 GENERAL</b>									
<b>DEPT 41100 ELECTIONS</b>									
U S BANK VISA	101	08/30/16	\$1.99	E	41100	220	HOLIDAY	OPERATING SUPP	007570
U S BANK VISA	101	08/30/16	\$35.09	E	41100	220	NOODLES	OPERATING SUPP	007570
U S BANK VISA	101	08/30/16	\$38.47	E	41100	220	FMLY FRSH MKT	OPERATING SUPP	007570
U S BANK VISA	101	08/30/16	\$51.31	E	41100	220	BRINE'S	OPERATING SUPP	007570
<b>DEPT 41100 ELECTIONS</b>			\$126.86						
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>									
LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	41200	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
U S BANK VISA	101	08/30/16	\$8.44	E	41200	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
SCHWAAB, INC.	101	08/29/16	\$3.56	E	41200	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
ECKBERG LAMMERS	101	08/25/16	\$217.00	E	41200	300	PUBLIC FINANCE	PROF SER-LEGAL	007529
ECKBERG LAMMERS	101	08/25/16	\$705.25	E	41200	300	GENERAL MATTERS	PROF SER-LEGAL	007529
ECKBERG LAMMERS	101	08/25/16	\$250.00	E	41200	300	ATTEND CC MTG.	PROF SER-LEGAL	007529
ECKBERG LAMMERS	101	08/25/16	\$1,891.00	E	41200	300	636 MN ST	PROF SER-LEGAL	007529
S E H	101	08/25/16	\$626.48	E	41200	301	MS4 SWPPP PREPARATIO	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$190.24	E	41200	301	CC MTGS	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$639.98	E	41200	301	ATTEND STAFF MTGS	PROF SER-ENGIN	007560
ADP, LLC	101	08/22/16	\$38.60	E	41200	302	PAYROLL SERVICES	CONTRACT SERVI	007482
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	41200	302	PAYROLL BUNDLE	CONTRACT SERVI	007516
WELLS FARGO HBS	101	08/08/16	\$165.25	E	41200	302	2ND QTR. 2016 SERVICE	CONTRACT SERVI	007479
ADP, LLC	101	08/08/16	\$18.83	E	41200	302	PAYROLL SOLUTION BUN	CONTRACT SERVI	007450
SCHLENNER WENNER & C	101	08/22/16	\$1,225.00	E	41200	303	ASSIST TIF REPORTING	PROF SER-AUDIT	007502
COMPLETE HEALTH ENVI	101	08/29/16	\$370.00	E	41200	306	JULY 2016 MTHLY MAIN	PROF SER-OTHER	007528
ECM PUBLISHERS, INC.	101	08/29/16	\$34.87	E	41200	350	ORD 853	PRINTING & PUBL	007530
ECM PUBLISHERS, INC.	101	08/29/16	\$28.53	E	41200	350	2015 ANNUAL DISCLOSU	PRINTING & PUBL	007530
ST. CROIX RIVER ASSOCI	101	08/29/16	\$26.49	E	41200	402	1 TICKET SEPT. 14TH/S	CONFERENCES &	007565
MIDDLE ST CROIX WATER	101	08/08/16	\$8,048.12	E	41200	433	2016 SECOND HALF CON	DUES & MEMBERS	007468
BAYPORT COMMUNITY AC	101	08/22/16	\$1,000.00	E	41200	444	2016 FIREWORKS DONA	COMMUNITY PRO	007484
<b>DEPT 41200 MAYOR &amp; COUNCIL</b>			\$15,519.67						
<b>DEPT 41400 ADMINISTRATION</b>									
LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	41400	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
U S BANK VISA	101	08/30/16	\$50.69	E	41400	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
SCHWAAB, INC.	101	08/29/16	\$21.36	E	41400	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
ADP, LLC	101	08/22/16	\$38.60	E	41400	302	PAYROLL SERVICES	CONTRACT SERVI	007482
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	41400	302	PAYROLL BUNDLE	CONTRACT SERVI	007516
ADP, LLC	101	08/08/16	\$18.83	E	41400	302	PAYROLL SOLUTION BUN	CONTRACT SERVI	007450
TR COMPUTER SALES LLC	101	08/29/16	\$97.50	E	41400	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$198.37	E	41400	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$97.50	E	41400	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	-\$107.70	E	41400	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
LOFFLER BUSINESS SYST	101	08/29/16	\$252.03	E	41400	416	CONTRACT OVERAGE CH	REPAIR/MAINT OF	007539
MCMA	101	08/08/16	\$100.00	E	41400	433	MAY 2016 / 2017 MEMBE	DUES & MEMBERS	007466
<b>DEPT 41400 ADMINISTRATION</b>			\$799.21						
<b>DEPT 41910 PLANNING &amp; ZONING</b>									
SCHWAAB, INC.	101	08/29/16	\$17.80	E	41910	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
U S BANK VISA	101	08/30/16	\$42.24	E	41910	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
HOLIDAY FLEET	101	08/08/16	\$75.90	E	41910	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
S E H	101	08/25/16	\$282.00	E	41910	301	CLEAN WATER GRANT	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$44.76	E	41910	301	L8B7 INSPIRATION	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$313.26	E	41910	301	L1B9 INSPIRATION	PROF SER-ENGIN	007560

**CITY OF BAYPORT**  
**MONTHLY EXPENSES 7448-7572**

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Search Name	FU	Tran Date	Amount	A ct	DEPT	OBJ	Comments	OBJ Descr	Check Nbr
S E H	101	08/25/16	\$939.74	E	41910	301	515 LAKESIDE DR.	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$89.51	E	41910	301	GRAY STONE	PROF SER-ENGIN	007560
ADP, LLC	101	08/08/16	\$18.83	E	41910	306	PAYROLL SOLUTION BUN	PROF SER-OTHER	007450
ADP, LLC	101	08/22/16	\$38.60	E	41910	306	PAYROLL SERVICES	PROF SER-OTHER	007482
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	41910	306	PAYROLL BUNDLE	PROF SER-OTHER	007516
TR COMPUTER SALES LLC	101	08/29/16	-\$89.75	E	41910	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
LOFFLER BUSINESS SYST	101	08/29/16	\$210.03	E	41910	416	CONTRACT OVRAGE CH	REPAIR/MAINT OF	007539
TR COMPUTER SALES LLC	101	08/29/16	\$81.25	E	41910	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$81.25	E	41910	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$165.31	E	41910	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
<b>DEPT 41910 PLANNING &amp; ZONING</b>			<u>\$2,328.87</u>						
<b>DEPT 41940 MUNICIPAL BUILDINGS</b>									
MN CLN SERVICES, INC.	101	08/30/16	\$238.80	E	41940	302	AUG 2016 CLEANING SE	CONTRACT SERVI	007548
SERVICEMASTER	101	08/29/16	\$850.98	E	41940	302	WATER DAMAGE/CITY H	CONTRACT SERVI	007563
NOVA COMMUNICATIONS	101	08/29/16	\$120.00	E	41940	321	PHONE MAINT/CH	COMMUNICATION	007553
COMCAST	101	08/25/16	\$70.92	E	41940	321	SEPT 2016 HIGH-SPEED	COMMUNICATION	007527
OFFICE OF ENT TECHNOL	101	08/22/16	\$590.03	E	41940	321	JULY 2016 PHONES/CITY	COMMUNICATION	007499
XCEL	101	08/08/16	\$738.18	E	41940	380	JUN/JUL 2016 GAS & ELE	ELECTRIC SERVIC	007481
XCEL	101	08/08/16	\$118.81	E	41940	381	JUN/JUL 2016 GAS & ELE	FUEL FOR HEAT	007481
ALLIED GENERATORS	101	08/08/16	\$400.00	E	41940	415	ANNUAL SERVICE/FIRE D	MUNICIPAL BUILD	007451
CHRIS AMDAHL LOCKSMI	101	08/29/16	\$123.00	E	41940	420	SERVICE CALL/CITY HAL	R & M BLDGS, ST	007526
JON KAMRATH CONSTRUC	101	08/29/16	\$7,765.00	E	41940	420	OSHA GRANT/POLICE DE	R & M BLDGS, ST	007535
MINNESOTA ELEVATOR	101	08/29/16	\$154.36	E	41940	420	AUG 2016 BI-WEEKLY SE	R & M BLDGS, ST	007545
PLUNKETT S PEST CONTR	101	08/29/16	\$85.00	E	41940	420	NATURE CENTER QTR PR	R & M BLDGS, ST	007558
ELECTRO WATCHMAN, IN	101	08/29/16	\$120.00	E	41940	420	FIRE ALARM SYSTEM SE	R & M BLDGS, ST	007531
<b>DEPT 41940 MUNICIPAL BUILDING</b>			<u>\$11,375.08</u>						
<b>DEPT 42100 POLICE</b>									
RUZICH, RYAN	101	08/08/16	\$60.00	E	42100	050	4 HRS RACE/POLICE DEP	SEASONAL/PART	007471
RUZICH, THOMAS	101	08/08/16	\$60.00	E	42100	050	4 HRS RACE/POLICE DEP	SEASONAL/PART	007472
BECKERMAN, DAVID	101	08/08/16	\$60.00	E	42100	050	4HRS RACE/POLICE DEP	SEASONAL/PART	007454
MYERS, KYLE	101	08/08/16	\$60.00	E	42100	050	4HRS RACE/POLICE DEP	SEASONAL/PART	007470
WILLMARTH, QUINN	101	08/18/16	\$120.00	E	42100	103	REIMBURSEMENT & SEC	SPECIAL DUTIES	007514
LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	42100	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
U S BANK VISA	101	08/08/16	\$47.40	E	42100	201	WAL-MART	OFFICE SUPPLIES	007475
U S BANK VISA	101	08/08/16	\$84.91	E	42100	201	ASSOC BAG CO	OFFICE SUPPLIES	007475
SCHWAAB, INC.	101	08/29/16	\$17.80	E	42100	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
U S BANK VISA	101	08/30/16	\$42.24	E	42100	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
U S BANK VISA	101	08/08/16	\$44.00	E	42100	202	ALTERNATE FORCE	UNIFORMS - MISC	007475
U S BANK VISA	101	08/08/16	\$118.60	E	42100	202	ARROWHEAD	UNIFORMS - MISC	007475
U S BANK VISA	101	08/30/16	\$51.97	E	42100	202	SIRCHIE FINGER PRINT	UNIFORMS - MISC	007570
HOLIDAY FLEET	101	08/08/16	\$26.32	E	42100	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
HOLIDAY FLEET	101	08/08/16	\$8.66	E	42100	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
WASHINGTON COUNTY S	101	08/22/16	\$1,037.17	E	42100	212	JULY 2016 FUEL/POLICE	MOTOR FUELS & L	007513
U S BANK VISA	101	08/30/16	\$14.99	E	42100	220	ADOBE SIGN	OPERATING SUPP	007570
U S BANK VISA	101	08/30/16	-\$14.99	E	42100	220	ADOBE SEND FOR SIGN	OPERATING SUPP	007570
ECKBERG LAMMERS	101	08/08/16	\$2,506.07	E	42100	300	JULY 2016 PROSECUTIO	PROF SER-LEGAL	007459
ADP, LLC	101	08/22/16	\$38.60	E	42100	306	PAYROLL SERVICES	PROF SER-OTHER	007482
STILLWATER TOWING IN	101	08/08/16	\$200.00	E	42100	306	ICR#116501810/POLICE	PROF SER-OTHER	007474
CAMPION BARROW & ASS	101	08/08/16	\$415.00	E	42100	306	POST OFFICER TESTING	PROF SER-OTHER	007456
ADP, LLC	101	08/08/16	\$18.83	E	42100	306	PAYROLL SOLUTION BUN	PROF SER-OTHER	007450
U S BANK VISA	101	08/08/16	\$2.24	E	42100	306	HOLIDAY	PROF SER-OTHER	007475
EASTMAN, LAURA	101	08/22/16	\$59.50	E	42100	306	TITLE REIMBURSEMENT/	PROF SER-OTHER	007487
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	42100	306	PAYROLL BUNDLE	PROF SER-OTHER	007516

CITY OF BAYPORT

MONTHLY EXPENSES 7448-7572

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Search Name	FU	Tran Date	Amount	A ct	DEPT	OBJ	Comments	OBJ Descr	Check Nbr
U S BANK VISA	101	08/30/16	\$43.03	E	42100	306	AMAZON . COM	PROF SER-OTHER	007570
U S BANK VISA	101	08/30/16	\$76.45	E	42100	306	INTERSTATE ALLBATT	PROF SER-OTHER	007570
U S BANK VISA	101	08/30/16	\$27.99	E	42100	306	ID CREATOR	PROF SER-OTHER	007570
U S BANK VISA	101	08/30/16	\$311.27	E	42100	306	CDW GOVERNMENT	PROF SER-OTHER	007570
THOMAS REUTERS - WES	101	08/22/16	\$178.50	E	42100	321	INFORMATION CHARGES	COMMUNICATION	007507
VERIZON WIRELESS	101	08/08/16	\$132.89	E	42100	321	PHONES/POLICE DEPT.	COMMUNICATION	007478
VERIZON WIRELESS	101	08/22/16	\$105.03	E	42100	321	JULY 2016 PHONES/POLI	COMMUNICATION	007511
TASER INTERNATIONAL	101	08/22/16	\$862.26	E	42100	403	MATERIAL/POLICE DEPT.	POLICE TRAINING	007506
JACKSON, JAY	101	08/18/16	\$968.94	E	42100	403	TUITION REIMBURSEME	POLICE TRAINING	007492
WILLMARTH, QUINN	101	08/18/16	\$21.41	E	42100	403	REIMBURSEMENT & SEC	POLICE TRAINING	007514
MINNESOTA BUREAU OF	101	08/25/16	\$75.00	E	42100	403	ONLINE RECERTIFICATI	POLICE TRAINING	007543
U S BANK VISA	101	08/08/16	\$84.63	E	42100	412	BROTHER MALL	REP & MAINT VEH	007475
U S BANK VISA	101	08/30/16	\$46.05	E	42100	412	OREILLY AUTO	REP & MAINT VEH	007570
U S BANK VISA	101	08/08/16	\$29.95	E	42100	412	OREILLY AUTO	REP & MAINT VEH	007475
BAYPORT TRANSMISSION	101	08/22/16	\$459.64	E	42100	412	2011 TAHOE/POLICE DE	REP & MAINT VEH	007485
U S BANK VISA	101	08/30/16	\$42.98	E	42100	412	CARQUEST	REP & MAINT VEH	007570
U S BANK VISA	101	08/30/16	\$230.00	E	42100	412	DISCOUNT TIRE	REP & MAINT VEH	007570
BAYPORT TRANSMISSION	101	08/08/16	\$25.00	E	42100	412	2009 DODGE/POLICE DE	REP & MAINT VEH	007453
BAYPORT TRANSMISSION	101	08/29/16	\$142.22	E	42100	412	2015 CHARGER/POLICE	REP & MAINT VEH	007520
U S BANK VISA	101	08/08/16	\$22.46	E	42100	412	OREILLY AUTO	REP & MAINT VEH	007475
BAYPORT TRANSMISSION	101	08/22/16	\$518.75	E	42100	412	2009 DODGE CHARGER/	REP & MAINT VEH	007485
TR COMPUTER SALES LLC	101	08/29/16	-\$89.75	E	42100	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
LOFFLER BUSINESS SYST	101	08/29/16	\$210.03	E	42100	416	CONTRACT OVRAGE CH	REPAIR/MAINT OF	007539
TR COMPUTER SALES LLC	101	08/29/16	\$81.25	E	42100	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$165.31	E	42100	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$81.25	E	42100	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
U S BANK VISA	101	08/30/16	\$479.99	E	42100	444	BLAST ZONE	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$103.97	E	42100	444	ALDI	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$124.00	E	42100	444	DISCOUNT TIRE	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$229.79	E	42100	444	WAL-MART	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$783.79	E	42100	444	CARBONES PIZZERIA	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$107.10	E	42100	444	HOLIDAY	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$26.84	E	42100	444	WAL-MART	COMMUNITY PRO	007570
U S BANK VISA	101	08/30/16	\$69.84	E	42100	444	WAL-MART	COMMUNITY PRO	007570
U S BANK VISA	101	08/08/16	\$186.08	E	42100	444	VISTAPR	COMMUNITY PRO	007475
U S BANK VISA	101	08/30/16	\$71.95	E	42100	444	GLOWUNIVERSE	COMMUNITY PRO	007570
U S BANK VISA	101	08/08/16	\$23.59	E	42100	444	STAPES	COMMUNITY PRO	007475
DON BANIA, JR	101	08/08/16	\$200.00	E	42100	444	2016 SAFETY CAMP/POLI	COMMUNITY PRO	007458
WOODY S BAR & GRILL	101	08/08/16	\$280.00	E	42100	444	2016 FOOD - SAFETY CA	COMMUNITY PRO	007480
LETS GO FISHING - SCVC	101	08/08/16	\$200.00	E	42100	444	FUEL COST DONATION -	COMMUNITY PRO	007465
U S BANK VISA	101	08/08/16	\$450.00	E	42100	444	HERITAGE EMBROIDERY	COMMUNITY PRO	007475

DEPT 42100 POLICE

\$13,300.82

DEPT 42200 FIRE PROTECTION

LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	42200	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
MUNICIPAL EMERGENCY	101	08/22/16	\$60.30	E	42200	202	OPERATING SUPPLIES/FI	UNIFORMS - MISC	007498
MUNICIPAL EMERGENCY	101	08/29/16	\$382.00	E	42200	202	UNIFORM OPERATING S	UNIFORMS - MISC	007550
HOLIDAY FLEET	101	08/08/16	\$626.01	E	42200	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
BOUND TREE MEDICAL, L	101	08/29/16	\$294.21	E	42200	220	SUPPLIES/FIRE DEPT.	OPERATING SUPP	007521
MUNICIPAL EMERGENCY	101	08/29/16	\$105.00	E	42200	220	UNIFORM OPERTING MA	OPERATING SUPP	007550
ANCOM COMMUNICATION	101	08/30/16	\$12.00	E	42200	240	UNIFORMS OPERATING	SMALL TOOLS-EQ	007518
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	42200	306	PAYROLL BUNDLE	PROF SER-OTHER	007516
MN CLN SERVICES, INC.	101	08/30/16	\$238.80	E	42200	306	AUG 2016 CLEANING SE	PROF SER-OTHER	007548
ADP, LLC	101	08/08/16	\$18.83	E	42200	306	PAYROLL SOLUTION BUN	PROF SER-OTHER	007450

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ADP, LLC	101	08/22/16	\$38.60	E	42200	306	PAYROLL SERVICES	PROF SER-OTHER	007482
STILLWATER MEDICAL GR	101	08/22/16	\$133.00	E	42200	306	LABS/FIRE DEPT.	PROF SER-OTHER	007505
STILLWATER MEDICAL GR	101	08/08/16	\$739.00	E	42200	306	FIRE DEPT LABS	PROF SER-OTHER	007473
VERIZON WIRELESS	101	08/08/16	\$177.25	E	42200	321	JUN - JUL 2016 PHONES/	COMMUNICATION	007478
VERIZON WIRELESS	101	08/30/16	\$80.04	E	42200	321	PHONES/FIRE DEPT.	COMMUNICATION	007572
VERIZON WIRELESS	101	08/08/16	\$80.04	E	42200	321	JUN - JUL 2016 PHONES/	COMMUNICATION	007478
XCEL	101	08/08/16	\$80.07	E	42200	380	JUN/JUL 2016 GAS & ELE	ELECTRIC SERVIC	007481
XCEL	101	08/08/16	\$25.78	E	42200	381	JUN/JUL 2016 GAS & ELE	FUEL FOR HEAT	007481
MINNESOTA STATE FIRE	101	08/29/16	\$1,200.00	E	42200	402	2016 ANNUAL CONFERE	CONFERENCES &	007546
CARQUEST OF STILLWAT	101	08/29/16	\$2.64	E	42200	412	VEH MAINT/FIRE DEPT,	REP & MAINT VEH	007523
CARQUEST OF STILLWAT	101	08/25/16	\$17.98	E	42200	412	WIPER BLADE/FIRE DEPT	REP & MAINT VEH	007523
U S BANK VISA	101	08/08/16	\$21.42	E	42200	412	MISTER CAR WASH	REP & MAINT VEH	007475
U S BANK VISA	101	08/08/16	\$77.40	E	42200	412	BRINE'S MARKET	REP & MAINT VEH	007475
U S BANK VISA	101	08/08/16	\$21.42	E	42200	412	MISTER CAR WASH	REP & MAINT VEH	007475
MENARDS-STILLWATER	101	08/08/16	\$49.55	E	42200	412	MAINT & SUPPLIES/FIRE	REP & MAINT VEH	007467
ROETTGER WELDING	101	08/25/16	\$1,060.00	E	42200	412	VEH MAINT/FIRE DEPT.	REP & MAINT VEH	007559
BAYPORT TRANSMISSION	101	08/08/16	\$50.00	E	42200	412	2014 CHEV TAHOE	REP & MAINT VEH	007453
U S BANK VISA	101	08/30/16	\$21.42	E	42200	412	FD# 4798175443002041	REP & MAINT VEH	007570
CARQUEST OF STILLWAT	101	08/29/16	\$7.52	E	42200	412	VEH MAINT/FIRE DEPT.	REP & MAINT VEH	007523
MENARDS-STILLWATER	101	08/22/16	\$41.30	E	42200	412	SUPPLIES/FIRE DEPT.	REP & MAINT VEH	007494
U S BANK VISA	101	08/30/16	\$21.42	E	42200	412	FD# 4798175443002041	REP & MAINT VEH	007570
U S BANK VISA	101	08/30/16	\$45.00	E	42200	412	FD# 4798175443002041	REP & MAINT VEH	007570
RED POWER DIESEL SERV	101	08/22/16	\$1,339.64	E	42200	412	07 PIERCE MAINT/FIRE	REP & MAINT VEH	007500
MENARDS-STILLWATER	101	08/08/16	\$137.91	E	42200	419	SUPPLIES/FIRE DEPT.	REPAIR & MAINT	007467
ELECTRO WATCHMAN, IN	101	08/29/16	\$110.85	E	42200	420	FIRE ALARM SYSTEM SE	R & M BLDGS, ST	007531
MN CLN SERVICES, INC.	101	08/08/16	\$238.80	E	42200	420	JULY 2016 CLEANING SE	R & M BLDGS, ST	007469
MENARDS-STILLWATER	101	08/29/16	\$73.85	E	42200	420	BUILDING SUPPLIES/FIR	R & M BLDGS, ST	007540
HOTSYMINNESOTA.COM	101	08/08/16	\$457.11	E	42200	420	HOSE/FIRE DEPT.	R & M BLDGS, ST	007462
<b>DEPT 42200 FIRE PROTECTION</b>			<b>\$8,118.19</b>						
<b>DEPT 43100 STREET MAINT</b>									
LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	43100	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
U S BANK VISA	101	08/30/16	\$8.44	E	43100	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
SCHWAAB, INC.	101	08/29/16	\$3.56	E	43100	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
HOLIDAY FLEET	101	08/08/16	\$203.26	E	43100	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
SHERWIN WILLIAMS LC	101	08/30/16	\$123.95	E	43100	220	TRAFFIC PAINT/STREETS	OPERATING SUPP	007564
SHERWIN WILLIAMS LC	101	08/29/16	\$123.91	E	43100	220	TRAFFIC PAINT/STREET	OPERATING SUPP	007564
SHERWIN WILLIAMS LC	101	08/29/16	\$31.39	E	43100	220	TRAFFIC PAINT/STREET	OPERATING SUPP	007564
OXYGEN SERVICE COMPA	101	08/29/16	\$437.00	E	43100	220	WELDING GASES/STREE	OPERATING SUPP	007557
SHERWIN WILLIAMS LC	101	08/29/16	\$7.90	E	43100	220	TRAFFIC PAINT/STREET	OPERATING SUPP	007564
SHERWIN WILLIAMS LC	101	08/29/16	\$12.39	E	43100	220	TRAFFIC PAINT/STREET	OPERATING SUPP	007564
S E H	101	08/25/16	\$69.82	E	43100	301	ONE CALL REQUEST UTI	PROF SER-ENGIN	007560
S E H	101	08/25/16	\$89.51	E	43100	301	STREET SEAL COATING	PROF SER-ENGIN	007560
ADP SCREENING & SELEC	101	08/29/16	\$18.14	E	43100	302	PAYROLL BUNDLE	CONTRACT SERVI	007516
ADP, LLC	101	08/08/16	\$18.83	E	43100	302	PAYROLL SOLUTION BUN	CONTRACT SERVI	007450
ADP, LLC	101	08/22/16	\$38.60	E	43100	302	PAYROLL SERVICES	CONTRACT SERVI	007482
CARQUEST OF STILLWAT	101	08/08/16	\$46.99	E	43100	412	GOLD BELTS/STREET DE	REP & MAINT VEH	007457
CARQUEST OF STILLWAT	101	08/29/16	\$31.98	E	43100	412	EXHAUST BAND CLAMP/S	REP & MAINT VEH	007523
CARQUEST OF STILLWAT	101	08/29/16	\$115.83	E	43100	412	VEHICLE PARTS/STREET	REP & MAINT VEH	007523
U S BANK VISA	101	08/08/16	\$128.58	E	43100	412	JR TRANSMISSION	REP & MAINT VEH	007475
BOYER TRUCKS	101	08/29/16	\$67.57	E	43100	412	CYLINDER/STREET DEPT	REP & MAINT VEH	007522
SAVATREE	101	08/30/16	\$958.77	E	43100	413	ALLEY TREE REMOVAL/S	TREES	007561
SAVATREE	101	08/30/16	\$1,180.00	E	43100	413	386 MAIN ST/PARKS & S	TREES	007561
TR COMPUTER SALES LLC	101	08/29/16	-\$17.95	E	43100	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569

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TR COMPUTER SALES LLC	101	08/29/16	\$33.06	E	43100	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$16.25	E	43100	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$16.25	E	43100	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
LOFFLER BUSINESS SYST	101	08/29/16	\$42.00	E	43100	416	CONTRACT OVERAGE CH	REPAIR/MAINT OF	007539
THEIN WELL	101	08/30/16	\$1,675.00	E	43100	421	PIEZOMETER INSTALLAT	REPAIR & MAINT	007568
ACTION RENTAL	101	08/08/16	\$163.00	E	43100	423	HAMMER RENTAL/STREE	SIDEWALKS, CUR	007449
ACTION RENTAL	101	08/08/16	\$108.00	E	43100	423	CONCRETE SAW RENTAL	SIDEWALKS, CUR	007449
ACTION RENTAL	101	08/08/16	\$755.50	E	43100	423	BOBCAT CONCRETE TEA	SIDEWALKS, CUR	007449
ACTION RENTAL	101	08/29/16	\$141.00	E	43100	431	LINE STRIPE REMOVAL/S	RENTAL OF EQUIP	007515
ACTION RENTAL	101	08/30/16	\$170.00	E	43100	431	BOOMLIFT - TREES/STRE	RENTAL OF EQUIP	007515
U S BANK VISA	101	08/30/16	\$1,260.91	E	43100	431	WHITE BEAR RENTAL	RENTAL OF EQUIP	007570
ACTION RENTAL	101	08/30/16	\$41.00	E	43100	431	TRAILER RENTAL/STREE	RENTAL OF EQUIP	007515
<b>DEPT 43100 STREET MAINT</b>			\$8,134.33						
<b>DEPT 43160 STREET LIGHTING</b>									
XCEL	101	08/08/16	\$2,143.74	E	43160	380	JUN/JUL 2016 GAS & ELE	ELECTRIC SERVIC	007481
LINNER ELECTRIC	101	08/29/16	\$110.00	E	43160	419	STREET LIGHTS	REPAIR & MAINT	007538
<b>DEPT 43160 STREET LIGHTING</b>			\$2,253.74						
<b>DEPT 43200 PARKS</b>									
LEAGUE OF MN CITIES IN	101	08/22/16	\$13.89	E	43200	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
HOLIDAY FLEET	101	08/08/16	\$122.08	E	43200	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
OREILLY AUTO PARTS	101	08/29/16	\$112.99	E	43200	240	SLIDE HAMMER-DOCK/P	SMALL TOOLS-EQ	007556
MILLER EXCAVATING	101	08/29/16	\$540.57	E	43200	410	SAND - LAKESIDE BEACH	REPAIR & MAINT	007542
FREDS TIRE	101	08/29/16	\$6.98	E	43200	412	TIRE DISPOSAL/PARKS D	REP & MAINT VEH	007532
CENTURY POWER EQUIP	101	08/30/16	\$56.37	E	43200	412	MOWER BLADES/PARKS	REP & MAINT VEH	007525
U S BANK VISA	101	08/08/16	\$92.49	E	43200	412	NORTHERN TOOL	REP & MAINT VEH	007475
U S BANK VISA	101	08/08/16	\$17.44	E	43200	412	CARLIN SALES CORP	REP & MAINT VEH	007475
U S BANK VISA	101	08/08/16	\$157.07	E	43200	412	NORTERN TOOL	REP & MAINT VEH	007475
SAVATREE	101	08/30/16	\$1,180.00	E	43200	413	386 MAIN ST/PARKS & S	TREES	007561
SAVATREE	101	08/30/16	\$958.77	E	43200	413	ALLEY TREE REMOVAL/S	TREES	007561
LOFFLER BUSINESS SYST	101	08/29/16	\$42.00	E	43200	416	CONTRACT OVERAGE CH	REPAIR/MAINT OF	007539
TR COMPUTER SALES LLC	101	08/29/16	-\$17.95	E	43200	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$16.25	E	43200	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$33.06	E	43200	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	101	08/29/16	\$16.25	E	43200	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
U S BANK VISA	101	08/08/16	\$158.00	E	43200	420	EXCEL DRYER	R & M BLDGS, ST	007475
MENARDS-STILLWATER	101	08/29/16	\$11.22	E	43200	420	SUPPLIES/PARK DEPT.	R & M BLDGS, ST	007540
K. PEARSON MECHANICAL	101	08/29/16	\$317.02	E	43200	420	REPAIR TOILET LEAK/PA	R & M BLDGS, ST	007536
MENARDS-STILLWATER	101	08/29/16	\$19.82	E	43200	420	CLAMPS/PARKS DEPT.	R & M BLDGS, ST	007540
AIR FRESH PORTABLE TOI	101	08/29/16	\$78.75	E	43200	425	7/29/16-8/25/16 TENNIS	SATILLITIES	007517
AIR FRESH PORTABLE TOI	101	08/29/16	\$78.75	E	43200	425	7/27/16-8/23/16 RIVERS	SATILLITIES	007517
AIR FRESH PORTABLE TOI	101	08/29/16	\$157.50	E	43200	425	8/1/16-8/28/16 BARKERS	SATILLITIES	007517
<b>DEPT 43200 PARKS</b>			\$4,169.32						
<b>DEPT 43300 CEMETERY</b>									
HOLIDAY FLEET	101	08/08/16	\$24.86	E	43300	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
U S BANK VISA	101	08/08/16	\$4.26	E	43300	410	STILLWATER ACE HARD	REPAIR & MAINT	007475
<b>DEPT 43300 CEMETERY</b>			\$29.12						
<b>FUND 101 GENERAL</b>			\$66,155.21						
<b>FUND 211 LIBRARY</b>									
<b>DEPT 45500 LIBRARY</b>									
LEAGUE OF MN CITIES IN	211	08/22/16	\$13.88	E	45500	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
BAKER & TAYLOR	211	08/18/16	\$128.20	E	45500	217	BOOKS	MATERIALS & PR	007483

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U S BANK VISA	601	08/30/16	\$8.44	E	46120	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
SCHWAAB, INC.	601	08/29/16	\$3.56	E	46120	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
HOLIDAY FLEET	601	08/08/16	\$257.74	E	46120	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
U S BANK VISA	601	08/08/16	\$10.80	E	46120	216	THE UPS STORE	CHEMICALS AND	007475
U S BANK VISA	601	08/30/16	\$10.80	E	46120	216	THE USPS STORE	CHEMICALS AND	007570
HAWKINS WATER	601	08/29/16	\$30.00	E	46120	216	CHLORINE TREATMENT/	CHEMICALS AND	007534
HAWKINS WATER	601	08/29/16	\$3,204.35	E	46120	216	WATER TREATMENT/WA	CHEMICALS AND	007534
MVTL	601	08/29/16	\$54.00	E	46120	216	WATER TESTING/WATER	CHEMICALS AND	007551
U S BANK VISA	601	08/30/16	\$3.40	E	46120	216	USPS	CHEMICALS AND	007570
ADP, LLC	601	08/22/16	\$38.60	E	46120	302	PAYROLL SERVICES	CONTRACT SERVI	007482
MN CLN SERVICES, INC.	601	08/30/16	\$185.00	E	46120	302	AUG 2016 CLEANING SE	CONTRACT SERVI	007548
MN DEPT OF LABOR AND	601	08/29/16	\$10.00	E	46120	302	98 PW 2ND AVE PRESSU	CONTRACT SERVI	007549
ADP, LLC	601	08/08/16	\$18.83	E	46120	302	PAYROLL SOLUTION BUN	CONTRACT SERVI	007450
MN CLN SERVICES, INC.	601	08/08/16	\$92.50	E	46120	302	JULY 2016 CLEANING/P	CONTRACT SERVI	007469
ADP SCREENING & SELEC	601	08/29/16	\$18.14	E	46120	302	PAYROLL BUNDLE	CONTRACT SERVI	007516
ONE CALL CONCEPTS	601	08/29/16	\$83.95	E	46120	307	JUL 2016 LOCATES/WAT	GOPHER STATE O	007555
U S BANK VISA	601	08/30/16	\$15.63	E	46120	323	THE UPS STORE	RADIOS-REPAIR &	007570
XCEL	601	08/08/16	\$4,575.06	E	46120	380	JUN/JUL 2016 GAS & ELE	ELECTRIC SERVIC	007481
XCEL	601	08/08/16	\$98.20	E	46120	381	JUN/JUL 2016 GAS & ELE	FUEL FOR HEAT	007481
OREILLY AUTO PARTS	601	08/29/16	\$245.58	E	46120	412	TWO BATTERIES/WATER	REP & MAINT VEH	007556
OREILLY AUTO PARTS	601	08/29/16	\$32.97	E	46120	412	DRIP TRAY/WATER DEPT	REP & MAINT VEH	007556
TR COMPUTER SALES LLC	601	08/29/16	\$33.06	E	46120	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
BANYON DATA SYSTEMS	601	08/29/16	\$147.50	E	46120	416	UB METER DEVICE SUPP	REPAIR/MAINT OF	007519
LOFFLER BUSINESS SYST	601	08/29/16	\$42.00	E	46120	416	CONTRACT OVERAGE CH	REPAIR/MAINT OF	007539
TR COMPUTER SALES LLC	601	08/29/16	\$16.25	E	46120	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	601	08/29/16	-\$17.95	E	46120	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	601	08/29/16	\$16.25	E	46120	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569
U S BANK VISA	601	08/30/16	-\$149.63	E	46120	419	NORTHERN TOOL	REPAIR & MAINT	007570
U S BANK VISA	601	08/30/16	-\$26.48	E	46120	419	ROCK AUTO	REPAIR & MAINT	007570
U S BANK VISA	601	08/30/16	\$51.93	E	46120	419	MENARDS STILLWATER	REPAIR & MAINT	007570
U S BANK VISA	601	08/30/16	\$4.55	E	46120	419	STILLWATER ACE	REPAIR & MAINT	007570
ELECTRO WATCHMAN, IN	601	08/29/16	\$90.00	E	46120	420	FIRE ALARM SYSTEM SE	R & M BLDGS, ST	007531
THE TESSMAN COMPANY	601	08/30/16	\$1,160.80	E	46120	421	RESTORATION SEED & S	REPAIR & MAINT	007567
MINNESOTA DEPT OF HEA	601	08/29/16	\$1,294.00	E	46120	434	3RD QTR. 2016 WATER C	STATE FEES FOR	007544

**DEPT 46120 WATER**

\$11,673.72

**FUND 601 WATER**

\$14,342.23

**FUND 602 SEWER**

**DEPT 46200 SEWER - OPERATING**

LEAGUE OF MN CITIES IN	602	08/22/16	\$13.89	E	46200	150	4/16-4/17 FINAL WORKE	WORKER S COMP	007493
U S BANK VISA	602	08/30/16	\$8.49	E	46200	201	ADM# 479817544300208	OFFICE SUPPLIES	007570
SCHWAAB, INC.	602	08/29/16	\$3.59	E	46200	201	OPERATING SUPPLY	OFFICE SUPPLIES	007562
HOLIDAY FLEET	602	08/08/16	\$130.07	E	46200	212	JUL 2016 FUEL	MOTOR FUELS & L	007461
CCP INDUSTRIES	602	08/30/16	\$100.51	E	46200	220	OPERATING MATERIAL/S	OPERATING SUPP	007524
S E H	602	08/25/16	\$357.98	E	46200	301	CITY WIDE DRAINAGE S	PROF SER-ENGIN	007560
AIR FRESH PORTABLE TOI	602	08/29/16	\$70.00	E	46200	302	PUMPING INSPIRATION	CONTRACT SERVI	007517
ADP SCREENING & SELEC	602	08/29/16	\$19.86	E	46200	302	PAYROLL BUNDLE	CONTRACT SERVI	007516
ADP, LLC	602	08/08/16	\$20.62	E	46200	302	PAYROLL SOLUTION BUN	CONTRACT SERVI	007450
ADP, LLC	602	08/22/16	\$42.16	E	46200	302	PAYROLL SERVICES	CONTRACT SERVI	007482
TR COMPUTER SALES LLC	602	08/29/16	\$33.08	E	46200	416	COMPUTER CONSULTING	REPAIR/MAINT OF	007569
BANYON DATA SYSTEMS	602	08/29/16	\$147.50	E	46200	416	UB METER DEVICE SUPP	REPAIR/MAINT OF	007519
TR COMPUTER SALES LLC	602	08/29/16	-\$17.95	E	46200	416	PORT SWITCH CREDIT	REPAIR/MAINT OF	007569
TR COMPUTER SALES LLC	602	08/29/16	\$16.25	E	46200	416	JULY 2016 DATTO MTHL	REPAIR/MAINT OF	007569

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LOFFLER BUSINESS SYST	602	08/29/16	\$42.04	E	46200	416	CONTRACT OVERAGE CH	REPAIR/MAINT OF	007539
TR COMPUTER SALES LLC	602	08/29/16	\$16.25	E	46200	416	MAY 2016 DATTO MTHLY	REPAIR/MAINT OF	007569
U S BANK VISA	602	08/30/16	\$167.07	E	46200	419	BATTERIES	REPAIR & MAINT	007570
<b>DEPT 46200 SEWER - OPERATING</b>			\$1,171.41						
<b>DEPT 46990 SEWER - NON-OPERATING</b>									
METROPOLITAN COUNCIL	602	08/29/16	\$34,421.46	E	46990	434	SEPT. 2016 MTHLY ANN	STATE FEES FOR	007541
<b>DEPT 46990 SEWER - NON-OPERAT</b>			\$34,421.46						
<b>FUND 602 SEWER</b>			\$35,592.87						
<b>FUND 803 P &amp; Z ESCROWS</b>									
<b>DEPT 80055 MATTAMY MN PARTNERSHIP</b>									
SEH	803	08/25/16	\$3,103.89	E	80055	301	INSPIRATION IIIB MATT	PROF SER-ENGIN	007560
<b>DEPT 80055 MATTAMY MN PARTNE</b>			\$3,103.89						
<b>FUND 803 P &amp; Z ESCROWS</b>			\$3,103.89						
			\$135,936.65						

# 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: August, 2016

Printed: 8/30/2016

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<b>Permit Number:</b> BP2016-49	<b>Filing Date:</b> 8/2/2016
<b>Parcel Address:</b> 970 Pickett Street N.	Bayport, MN 55003
<b>Applicant:</b> SIMPLEX/GRINNELL FIRE SIMPLEX/GRINNELL FIRE PROTECTION SYSTEMS	<b>Applicant Phone:</b> 763-367-5000
<b>Construction Value:</b> \$3,500.00	<b>Total Fees:</b> \$172.11

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<b>Permit Number:</b> BP2016-50	<b>Filing Date:</b> 8/1/2016
<b>Parcel Address:</b> 472 MINNESOTA STREET	BAYPORT, MN 55003
<b>Applicant:</b> RENEWAL BY ANDERSEN, INC. RENEWAL BY ANDERSEN, INC. RESIDENTIAL	<b>Applicant Phone:</b> 651-264-4777
<b>Construction Value:</b> \$29,870.00	<b>Total Fees:</b> \$481.69

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<b>Permit Number:</b> BP2016-51	<b>Filing Date:</b> 8/11/2016
<b>Parcel Address:</b> 100 4TH Ave. N.	BAYPORT, MN 55003
<b>Applicant:</b> GEORGE SIEGFRIED GEORGE SIEGFRIED CONSTRUCTION General	<b>Applicant Phone:</b> 651-275-1112
<b>Construction Value:</b> \$240,129.00	<b>Total Fees:</b> \$3,259.60

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<b>Permit Number:</b> BP2016-54	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 255 6TH STREET NORTH	BAYPORT, MN 55003
<b>Applicant:</b> HUNTER SCHILTZ OWNER OWNER	<b>Applicant Phone:</b> .....
<b>Construction Value:</b> \$1,600.00	<b>Total Fees:</b> \$61.55

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<b>Permit Number:</b> BP2016-55	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 255 6TH STREET NORTH	BAYPORT, MN 55003
<b>Applicant:</b> HUNTER SCHILTZ OWNER OWNER	<b>Applicant Phone:</b> .....
<b>Construction Value:</b> \$1,500.00	<b>Total Fees:</b> \$58.25

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# Building Permit Log

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<b>Permit Number:</b> BP2016-56	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 255 6TH STREET NORTH	BAYPORT, MN 55003
<b>Applicant:</b> HUNTER SCHILTZ OWNER OWNER	<b>Applicant Phone:</b>
<b>Construction Value:</b> \$4,000.00	<b>Total Fees:</b> \$105.25

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<b>Permit Number:</b> BP2016-57	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 939 INSPIRATION PARKWAY S.	BAYPORT, MN 55003
<b>Applicant:</b> AARON OCHS OWNER OWNER	<b>Applicant Phone:</b>
<b>Construction Value:</b> \$15,000.00	<b>Total Fees:</b> \$0.00 <i>Pending</i>

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<b>Permit Number:</b> BP2016-59	<b>Filing Date:</b> 8/17/2016
<b>Parcel Address:</b> 288 PRIMROSE PATH	BAYPORT, MN 55003
<b>Applicant:</b> MATTAMY HOMES MATTAMY HOMES RESIDENTIAL BUILDER	<b>Applicant Phone:</b> 952-215-2008
<b>Construction Value:</b> \$240,000.00	<b>Total Fees:</b> \$0.00 <i>Pending</i>

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<b>Permit Number:</b> BP2016-61	<b>Filing Date:</b> 8/18/2016
<b>Parcel Address:</b> 386 MAINE St. N.	BAYPORT, MN 55003
<b>Applicant:</b> STUART ANDERSON OWNER OWNER	<b>Applicant Phone:</b>
<b>Construction Value:</b> \$565.00	<b>Total Fees:</b> \$46.89

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<b>Permit Number:</b> BP2016-62	<b>Filing Date:</b> 8/22/2016
<b>Parcel Address:</b> 304 PRIMROSE PATH	BAYPORT, MN 55003
<b>Applicant:</b> MATTAMY HOMES MATTAMY HOMES RESIDENTIAL BUILDER	<b>Applicant Phone:</b> 952-898-2100
<b>Construction Value:</b> \$450,000.00	<b>Total Fees:</b> \$0.00 <i>Pending</i>

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<b>Permit Number:</b> BP2016-63	<b>Filing Date:</b> 8/22/2016
<b>Parcel Address:</b> 486 Minnesota St. S.	BAYPORT, MN 55003
<b>Applicant:</b> BUDGET EXTERIORS INC BUDGET EXTERIORS INC RESIDENTIAL BUILDER	<b>Applicant Phone:</b> 952-887-1613
<b>Construction Value:</b> \$5,550.00	<b>Total Fees:</b> \$135.52

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# Building Permit Log

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<b>Permit Number:</b> BP2016-65	<b>Filing Date:</b> 8/24/2016
<b>Parcel Address:</b> 523 MARINER DRIVE	BAYPORT, MN 55003
<b>Applicant:</b> RENEWAL BY ANDERSEN, INC. RENEWAL BY ANDERSEN, INC. RESIDENTIAL	<b>Applicant Phone:</b> 651-264-4777
<b>Construction Value:</b> \$9,725.00	<b>Total Fees:</b> \$196.61

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<b>Permit Number:</b> BP2016-66	<b>Filing Date:</b> 8/25/2016
<b>Parcel Address:</b> 673 NORTH 2ND STREET	BAYPORT, MN 55003
<b>Applicant:</b> WILLIAM COFFMAN OWNER OWNER	<b>Applicant Phone:</b>
<b>Construction Value:</b> \$4,200.00	<b>Total Fees:</b> \$120.10

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<b>Permit Number:</b> LSCB16-24	<b>Filing Date:</b> 8/1/2016
<b>Parcel Address:</b> 1265 QUINLAN Ave. S.	LAKE ST. CROIX BEACH, MN 55043
<b>Applicant:</b> PETER LUDWIG MIDWEST FENCE & MFG. CO. RESIDENTIAL	<b>Applicant Phone:</b>
<b>Construction Value:</b>	<b>Total Fees:</b> \$25.00

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<b>Permit Number:</b> LSCB16-25	<b>Filing Date:</b> 8/2/2016
<b>Parcel Address:</b> 1885 QUELLO AVENUE SOUTH	LAKE ST. CROIX BEACH, MN 55043
<b>Applicant:</b> ENERJAC CONSTRUCTION, INC. ENERJAC CONSTRUCTION, INC. RESIDENTIAL	<b>Applicant Phone:</b> 651-436-8517
<b>Construction Value:</b> \$8,000.00	<b>Total Fees:</b> \$166.25

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<b>Permit Number:</b> LSCB16-26	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 1569 QUENTIN AVENUE SOUTH	LAKE ST. CROIX BEACH, MN 55043
<b>Applicant:</b> SELA ROOFING SELA ROOFING ROOFING	<b>Applicant Phone:</b> 952-929-9128
<b>Construction Value:</b> \$5,500.00	<b>Total Fees:</b> \$135.50

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<b>Permit Number:</b> LSCB16-27	<b>Filing Date:</b> 8/16/2016
<b>Parcel Address:</b> 1480 RAMADA AVENUE SOUTH	LAKE ST. CROIX BEACH, MN 55043
<b>Applicant:</b> JOHANNES SANDOM OWNER OWNER	<b>Applicant Phone:</b>
<b>Construction Value:</b> \$4,000.00	<b>Total Fees:</b> \$105.25

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**Building Permit Log**

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**Permit Number:** LSCB16-28  
**Parcel Address:** 1640 RIVIERA AVENUE SOUTH  
**Applicant:** J. G. HAUSE CONSTRUCTION  
J. G. HAUSE CONSTRUCTION RESIDENTIAL  
**Construction Value:**

**Filing Date:** 8/29/2016  
LAKE ST. CROIX BEACH, MN 55043  
**Applicant Phone:** 651-439-0189  
**Total Fees:** \$0.00 *Pending*

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**Permit Number:** MC2016-24  
**Parcel Address:** 338 5TH Ave. N.  
**Applicant:** FIRE PROTECTION EQUIPMENT  
FIRE PROTECTION EQUIPMENT COMPANY FIRE  
**Construction Value:** \$1,500.00

**Filing Date:** 8/2/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 612-599-0691  
**Total Fees:** \$95.63

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**Permit Number:** MC2016-26  
**Parcel Address:** 468 PERRO CREEK DRIVE  
**Applicant:** AFFORDABLE COMFORT  
AFFORDABLE COMFORT MECHANICAL, dba Apollo  
**Construction Value:** \$4,000.00

**Filing Date:** 8/4/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651-770-0603  
**Total Fees:** \$80.00

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**Permit Number:** MC2016-27  
**Parcel Address:** 560 LAKESIDE BAY DRIVE  
**Applicant:** APOLLO HEATING & VENTILATING  
APOLLO HEATING & VENTILATING CORPORATION  
**Construction Value:** \$10,000.00

**Filing Date:** 8/10/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651-770-0603  
**Total Fees:** \$80.00

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**Permit Number:** MC2016-28  
**Parcel Address:** 939 INSPIRATION PARKWAY S.  
**Applicant:** AARON OCHS  
OWNER OWNER  
**Construction Value:**

**Filing Date:** 8/16/2016  
BAYPORT, MN 55003  
**Applicant Phone:**  
**Total Fees:** \$80.00

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**Permit Number:** MC2016-29  
**Parcel Address:** 100 4TH Ave. N.  
**Applicant:** HORWITZ, INC  
HORWITZ, INC MECHANICAL/PLUMBER  
**Construction Value:** \$7,500.00

**Filing Date:** 8/23/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 763-533-1900  
**Total Fees:** \$0.00 *Pending*

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**Permit Number:** MC2016-30  
**Parcel Address:** 1105 PIONEER TRAIL  
**Applicant:** UNDERDAHL'S HEATING & A/C,  
UNDERDAHL'S HEATING & A/C, LLC MECHANICAL  
**Construction Value:** \$12,000.00

**Filing Date:** 8/25/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 612-221-1218  
**Total Fees:** \$80.00

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**Permit Number:** PL2016-23  
**Parcel Address:** 1105 PIONEER TRAIL  
**Applicant:** HANSEN PLUMBING  
HANSEN PLUMBING Plumber  
**Construction Value:** \$8,000.00

**Filing Date:** 8/1/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651-470-9708  
**Total Fees:** \$80.00

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**Permit Number:** PL2016-24  
**Parcel Address:** 15147 37TH STREET NORTH  
**Applicant:** DERRICK CUSTOM HOMES, LLC  
DERRICK CUSTOM HOMES, LLC RESIDENTIAL  
**Construction Value:**

**Filing Date:** 8/9/2016  
STILLWATER, MN 55082  
**Applicant Phone:** 715-246-2320  
**Total Fees:** \$1,630.00

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**Permit Number:** PL2016-25  
**Parcel Address:** 1121 PIONEER TRAIL  
**Applicant:** NORTHWOODS PLUMBING, INC.  
NORTHWOODS PLUMBING, INC. Plumber  
**Construction Value:** \$12,000.00

**Filing Date:** 8/9/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 612-282-6369  
**Total Fees:** \$80.00

---

**Permit Number:** PL2016-26  
**Parcel Address:** 100 4TH Ave. N.  
**Applicant:** HORWITZ , INC  
HORWITZ , INC MECHANICAL/PLUMBER  
**Construction Value:** \$15,000.00

**Filing Date:** 8/11/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 763-533-1900  
**Total Fees:** \$0.00 *Pending*

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**Permit Number:** PL2016-27  
**Parcel Address:** 255 6TH STREET NORTH  
**Applicant:** HUNTER SCHILTZ  
OWNER OWNER  
**Construction Value:** \$500.00

**Filing Date:** 8/16/2016  
BAYPORT, MN 55003  
**Applicant Phone:**  
**Total Fees:** \$80.00

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**Building Permit Log**

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**Permit Number:** PL2016-28  
**Parcel Address:** 939 INSPIRATION PARKWAY S.  
**Applicant:** AARON OCHS  
OWNER OWNER  
**Construction Value:**

**Filing Date:** 8/16/2016  
BAYPORT, MN 55003  
**Applicant Phone:**

**Total Fees:** \$80.00

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**Permit Number:** PL2016-29  
**Parcel Address:** 386 MAINE St. N.  
**Applicant:** STUART ANDERSON  
OWNER OWNER  
**Construction Value:** \$150.00

**Filing Date:** 8/18/2016  
BAYPORT, MN 55003  
**Applicant Phone:**

**Total Fees:** \$80.00

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**Permit Number:** SG2016-10  
**Parcel Address:** 100 4TH Ave. N.  
**Applicant:** ANDERSEN CORPORATION  
OWNER OWNER  
**Construction Value:**

**Filing Date:** 8/1/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651-303-3286

**Total Fees:** \$35.44

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**Permit Number:** SG2016-11  
**Parcel Address:** 950 HIGHWAY 95 N.  
**Applicant:** LEROY SIGNS, INC.  
LEROY SIGNS, INC. Sign  
**Construction Value:**

**Filing Date:** 8/19/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 763-535-0080

**Total Fees:** \$46.00

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**Permit Number:** SG2016-7  
**Parcel Address:** 174 3RD St. S.  
**Applicant:** MAINSTREET MOTOR COMPANY  
OWNER OWNER  
**Construction Value:**

**Filing Date:** 8/4/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651439-0032

**Total Fees:** \$37.00

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**Permit Number:** SG2016-9  
**Parcel Address:** 100 4TH Ave. N.  
**Applicant:** ANDERSEN CORPORATION  
**Construction Value:**

**Filing Date:** 8/1/2016  
BAYPORT, MN 55003  
**Applicant Phone:** 651-303-3286

**Total Fees:** \$33.16

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**Building Permit Log**

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**Permit Number:** TS2016-3**Parcel Address:** 200 5th Avenue So.**Applicant:** BAYPORT MARINA

OWNER OWNER

**Construction Value:****Filing Date:** 8/1/2016

Bayport, MN 55003

**Applicant Phone:** 651-439-2040**Total Fees:** \$25.00

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**Permit Number:** TS2016-6-10**Parcel Address:** 309 3rd Street N.**Applicant:** PEOPLE'S CONGREGATIONAL

OWNER OWNER

**Construction Value:****Filing Date:** 8/12/2016

Bayport, MN 55003

**Applicant Phone:** 651-439-5667**Total Fees:** \$125.00

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Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: ABL & Lions Club International  
Date organized: June 7-1917  
Tax exempt number: LCI Group Exemp 0239

Address: PO Box 762  
City: Lakeland  
State: MN  
Zip Code: 55043

Name of person making application: Dennis McCarthy  
Business phone: 612-237-0079  
Home phone: 612-237-0079

Date(s) of event: Sept 17, 2016 Derby Days  
Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Kim McRunnel  
City: Lakeland  
State: MN  
Zip Code: 55043

Organization officer's name: Dennis McCarthy  
City: Stillwater  
State: MN  
Zip Code: 55082

Organization officer's name: [Blank]  
City: [Blank]  
State: MN  
Zip Code: [Blank]

Organization officer's name: [Blank]  
City: [Blank]  
State: MN  
Zip Code: [Blank]

Location where permit will be used. If an outdoor area, describe.  
Lakeside Park - Bayport, MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
American Legion Post 491  
263 3rd St N Bayport, MN 55003

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Bayport Legion is the insurance carrier, amount of coverage is \$1,000,000 each occurrence; \$150,000 damage to premises; \$5,000 per person medical expenses; \$1,000,000 personal injury; \$2,000,000 general aggregate

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Bayport  
City or County approving the license  
\$50.00  
Fee Amount  
August 23, 2016  
Date Fee Paid

Date Approved  
Permit Date  
City or County E-mail Address  
City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



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

RECEIVED

AUG 29 2016

CITY OF BAYPORT

City of Bayport

**DONATION INFORMATION FORM**

<b>Donor Information</b>	<input type="checkbox"/> City Resident / Business	<input checked="" type="checkbox"/> Nonresident	<input type="checkbox"/> Other
Name:	Dan Schultz		
Main Phone Number:		Alternate Phone Number:	
Address:	256 Woodland Dr		
City/State/Zip:	Waynesville, N.C. 28786		
Email Address:			
Organization Name (if applicable):	NA		

<b>Donation Information</b>
<input checked="" type="checkbox"/> Bench with dedication plaque - \$1,000.00 <input type="checkbox"/> City newsletter - \$50.00 / \$100.00 / \$250.00 <input type="checkbox"/> Picnic table - \$1,500.00 <input type="checkbox"/> Tree - \$250.00 <input type="checkbox"/> Bike rack - \$500.00 <input type="checkbox"/> Flag - \$100.00 <input type="checkbox"/> Flower planter - \$500.00 <input type="checkbox"/> Waste receptacle - \$500.00 <input type="checkbox"/> Monetary donation of \$ _____ for <input type="checkbox"/> Cemetery <input type="checkbox"/> General Fund <input type="checkbox"/> Parks <input type="checkbox"/> Fire Dept. <input type="checkbox"/> Police Dept.

Engraved text on bench plaque shall read as follows: *(Please print and refer to examples on reverse)*

This bench is dedicated in memory of  
 → Helen + Mick Schultz  
 By their loving children Carol (Mary) + Dan  
 This ?? day of September, 2016

these names in larger font

<b>Donor Acknowledgement and Signature</b>	
<p>I understand that as the designated donor, this donation will be designated for city department use or used toward the purchase of the item, as specified above. I also understand that depending on availability, lead time, and weather conditions, it could take up to one (1) year to install an item. However, the city will make every effort to complete the installation as soon as possible. I also understand that the city has been given only an approximate size for the dedication plaque. Hence, if I have selected to donate funds for a bench, the city has my permission to format and size the text above accordingly, in order to fit the text on the plaque. Should it be necessary to change any of the text content for any reason, I am aware that I will be contacted by the city.</p>	
Signature: Dan Schultz	Date: 8-23-16

<b>Office Use</b>	
Staff notes: <i>(Include requested placement location)</i>	
To be placed at new municipal parking lot	
Donation amount received: \$1,000.00	Date received: August 29, 2016
Payment method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check 1048	Received by: [Signature]



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

**Date:** August 29, 2016  
**To:** Mayor and City Council  
Logan Martin, City Administrator  
**From:** Laura Eastman, Chief of Police  
**Subject:** **Police Department donations for Night to Unite and Safety Camp**

The Bayport Police Department would like to acknowledge the following businesses and individuals for their donation of funds, goods, services and/or time in support of the annual Night to Unite (NTU) and Safety Camp held on August 1 and 2, 2016. The department received numerous donations and the city is fortunate to have this level of support for these important events.

Anonymous - \$500 cash donation	Kowalski's, Oak Park Heights, MN – \$20 food donation
Bayport Fire Department, Bayport, MN – Staff time and equipment	Let's Go Fishing, Stillwater, MN – Pontoon boat rides during Safety Camp
Bayport Marina, Bayport, MN – Raffle items (\$435 value) and NTU <i>staff food preparation assistance</i>	Minnesota Department of Corrections, Bayport, MN – Staff time at NTU
Bayport Transmission, Bayport, MN – Raffle items (\$75 value)	Not Justa Bar and Café, Bayport, MN – Raffle items and powdered drink mix (\$111 value)
Bread Art, Bayport, MN – Baked goods (\$250 value)	Regions Hospital, St. Paul, MN – Safety Camp demonstrations, bike helmets, and bags (\$350 value)
Carbone's, Stillwater, MN – Food discount on pizzas (\$200.00)	Stillwater Police Department, K9 Officer David Wulfing and Buzz – Safety Camp demonstrations
Fire Chief Allen Eisinger – Grill donation valued at \$100	Target Store, Stillwater, MN – \$100 gift card
First State Bank and Trust, Bayport, MN – \$150 monetary donation	Wal-Mart, Oak Park Heights, MN – \$200 gift card
Holiday Store, Bayport MN – Ice valued at \$90	Woody's Bar and Grill, Bayport, MN – Food donation (\$601 value) and <i>staff assistance serving/preparing food</i> at Safety Camp and Night to Unite
J. G. Hause Construction, Bayport, MN – \$300 monetary donation	

In addition to the support provided by area businesses, Safety Camp and Night to Unite would not have been possible without the assistance of the Police Department Reserve Officers and the Public Works Department. Bayport residents Sue and Madison Davis volunteer their time to serve as Safety Camp group leaders, and resident Shonette Doggett, Injury Prevention Coordinator with Regions EMS, is instrumental in coordinating the personal and bike safety instruction.

***RECOMMENDATION***

Staff recommends the City Council accept the above-listed donations for the 2016 Night to Unite and Safety Camp.



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

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Date: August 30, 2016  
To: Mayor and City Council  
Logan Martin, City Administrator  
From: Mel Horak, Public Works Supervisor  
Subject: Consider quotes to perform street sealcoat improvements for 2016

### ***BACKGROUND***

Staff has prepared plans and specifications and solicited quotes to perform routine sealcoating improvements for 2016. The streets to be sealcoated are between 2<sup>nd</sup> Ave. and 5<sup>th</sup> Ave. east of 9<sup>th</sup> St. and west of Hwy. 95. Prior to sealcoating, pavement crack routing and filling will be completed, as required. Crack sealing of all streets in Inspiration (excluding the new subdivision) will also be included in the project.

Two quotes were received for the sealcoat improvements, as follows:

<u>Contractor</u>	<u>Quote</u>
Pearson Bros, Inc.	\$73,329
Allied Blacktop Co.	\$61,639

Based on the quotes received, staff recommends the city contract with Allied Blacktop Co. to perform the sealcoat improvements. This is an annual improvement project/expenditure within the Streets Department, which was previously authorized by the City Council during the annual budgeting process. The 2016 sealcoating budget is \$70,000, which includes the costs for sealcoating, crack filling, and engineering services. The projected completion date is October 15, 2016.

### ***RECOMMENDATION***

Staff recommends the City Council adopt a motion authorizing the city to proceed with the street sealcoat improvements for 2016.

# PROJECT APPLICATION AND PROJECT CERTIFICATE FOR PAYMENT

AIA DOCUMENT G722/CMA

TO OWNER:  
 City of Bayport  
 294 North Third Street  
 Bayport, MN 55003

PROJECT:  
 City of Bayport  
 New Fire Station  
 1012 5th Ave North  
 Bayport, MN 55003

ATTENTION:

## PROJECT APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Project.  
 Project Application Summary, AIA Document G723/CMA, is attached.

1. TOTAL CONTRACT SUMS (Item A Totals)	\$ 3,791,641.00
2. Total Net Changes by Change Orders (Item B Totals)	\$ 352,316.41
3. TOTAL CONTRACT SUM TO DATE (Item C Totals)	\$ 4,143,957.41
4. TOTAL COMPLETED & STORED TO DATE (Item F Totals)	\$ 4,103,740.21
5. RETAINAGE (Item H Totals)	\$ <del>149,990.16</del> 151,688.41
6. LESS PREVIOUS TOTAL PAYMENTS (Item I Totals)	\$ 3,945,172.51
7. CURRENT PAYMENT DUE (Item J Totals)	\$ <del>9,477.54</del> 6879.29

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief of this Project Application for Payment is an accurate compilation of the Contractors' Applications for Payment, attached hereto.

CONSTRUCTION MANAGER:

By:  Date: 07/13/16

State of: Minnesota  
 County of: Anoka  
 Subscribed and sworn to before me this 13th day of July, 2016



Notary Public: *Kathleen Melander*  
 My Commission expires: January 31, 2019

## PROJECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT CERTIFIED.

*Revisions made per the direction of the architect*

TOTAL OF AMOUNTS CERTIFIED \$ ~~9,477.54~~ 6879.29

CONSTRUCTION MANAGER: Kraus-Anderson Construction Company

By:  Date: 07/13/16

ARCHITECT: Leo A. Daly

By:  Date: 7/13/16

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractors named in AIA Document G723/CMA, attached. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or the Contractors under their Contracts.

APPLICATION NO: 14 Distribution to: OWNER  
 PERIOD TO: 06/30/16 CONSTRUCTION  
 PROJECT NO: 1521050-02 MANAGER  
 AUG 01 2016 ARCHITECT

KRAUS-ANDERSON@  
 CIRCLE PINES

# PROJECT APPLICATION SUMMARY

AIA Document G723/CMa

PAGE TWO OF SEVEN PAGES

A separate AIA Document G702/CMa, APPLICATION AND CERTIFICATE FOR PAYMENT, for each Contractor's signed Certification is attached.

City of Bayport New Fire Station

APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTOR'S NAME	Acoustic Associates, Inc.	Amery Welding	Arrow Building Center	Atomic Architectural Sheet Metal, Inc.	TOTALS THIS PAGE	PROJECT TOTALS
A ORIGINAL CONTRACT SUM	\$14,583.00	\$252,000.00	\$37,415.00	\$165,880.00	\$469,878.00	\$3,791,641.00
B NET CHANGE						
C CONTRACT SUM TO DATE	\$347.00	\$0.00	\$3,802.01	\$6,150.00	\$10,299.01	\$352,316.41
D WORK IN PLACE TO DATE	\$14,930.00	\$252,000.00	\$41,217.01	\$172,030.00	\$480,177.01	\$4,143,957.41
E STORED MATERIALS (Not in D or I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$14,930.00	\$252,000.00	\$41,217.01	\$172,030.00	\$480,177.01	\$4,103,740.21
G RETAINAGE PERCENTAGE	0%	5%	0%	5%	5%	5%
H RETAINAGE AMOUNT	\$0.00	\$12,600.00	\$0.00	\$8,601.50	\$21,201.50	\$151,688.41
I PREVIOUS PAYMENTS	\$14,183.50	\$239,400.00	\$39,156.16	\$163,428.50	\$456,168.16	\$3,945,172.51
J CURRENT PAYMENT DUE (F-H-I)	\$746.50	\$0.00	\$2,060.85	\$0.00	\$2,807.35	\$6,879.29
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,217.20
L PERCENT COMPLETE (F+C)	100%	100%	100%	100%	100%	99%

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# PROJECT APPLICATION SUMMARY

AIA Document G723/CMa

PAGE THREE OF SEVEN PAGES

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APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTORS NAME PORTION OF WORK	B & B Sheet Metal & Roofing, Inc. Roofing WS 07-B	Breth-Zenzen Fire Protection, LLC Fire Suppression WS 21-A	CE LLC Custom Expressions Window Treatments WS 12-A	Egan Company Electrical WS 26-A	Hollenback & Nelson Concrete/Masonry WS 03-A	TOTALS THIS PAGE
A ORIGINAL CONTRACT SUM	\$142,000.00	\$36,500.00	\$6,053.00	\$469,600.00	\$853,800.00	\$1,507,953.00
B NET CHANGE ORDERS TO DATE	\$12,636.00	\$19,768.00	\$0.00	\$42,798.48	\$25,896.00	\$101,098.48
C CONTRACT SUM TO DATE	\$154,636.00	\$56,268.00	\$6,053.00	\$512,398.48	\$879,696.00	\$1,609,051.48
D WORK IN PLACE TO DATE	\$154,636.00	\$56,268.00	\$0.00	\$512,398.48	\$879,696.00	\$1,602,998.48
E STORED MATERIALS (Not in D or I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$154,636.00	\$56,268.00	\$0.00	\$512,398.48	\$879,696.00	\$1,602,998.48
G RETAINAGE PERCENTAGE	5%	0%	5%	5%	0%	5%
H RETAINAGE AMOUNT	\$7,731.80	\$0.00	\$0.00	\$25,619.92	\$0.00	\$33,351.72
I PREVIOUS PAYMENTS	\$146,904.20	\$53,454.60	\$0.00	\$486,778.56	\$879,696.00	\$1,566,833.36
J CURRENT PAYMENT DUE (F-H-I)	\$0.00	\$2,813.40	\$0.00	\$0.00	\$0.00	\$2,813.40
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$6,053.00	\$0.00	\$0.00	\$6,053.00
L PERCENT COMPLETE (F-C)	100%	100%	0%	100%	100%	100%

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# PROJECT APPLICATION SUMMARY

AIA Document G723/CMA

PAGE FOUR OF SEVEN PAGES

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APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTOR'S NAME	Horwitz, Inc	Kendell Doors, Inc	Miller Excavating, Inc.	Molin Concrete Products Company	Northland Paving	TOTALS THIS PAGE
A ORIGINAL CONTRACT SUM						
B NET CHANGE						
C CONTRACT SUM TO DATE	\$588,900.00	\$62,577.00	\$248,649.00	\$21,834.00	\$90,000.00	\$1,011,960.00
D WORK IN PLACE TO DATE	\$136,411.00	\$11,369.94	\$9,955.20	\$0.00	\$7,300.00	\$165,036.14
E STORED MATERIALS (Not in D or J)	\$725,311.00	\$73,946.94	\$258,604.20	\$21,834.00	\$97,300.00	\$1,176,996.14
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G RETAINAGE PERCENTAGE	\$725,311.00	\$73,946.94	\$226,440.00	\$21,834.00	\$97,300.00	\$1,144,831.94
H RETAINAGE AMOUNT	5%	5%	5%	5%	5%	5%
I PREVIOUS PAYMENTS	\$36,265.55	\$3,697.35	\$11,322.00	\$1,091.70	\$4,865.00	\$57,241.60
J CURRENT PAYMENT DUE (F-H-I)	\$689,045.45	\$68,991.05	\$215,118.00	\$20,742.30	\$92,435.00	\$1,086,331.80
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,258.54
L PERCENT COMPLETE (F+C)	100%	100%	88%	100%	100%	97%

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AIA Document G723/CMa

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APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTOR'S NAME	Overhead Door Company of the Northland	Peterson Companies, Inc.	Quality Drywall Midwest	Red Cedar Steel Erectors	Reiling Construction Company Inc.	TOTALS THIS PAGE
A ORIGINAL CONTRACT SUM	\$72,207.00	\$14,000.00	\$163,000.00	\$122,700.00	\$244,742.00	\$616,649.00
B NET CHANGE ORDERS TO DATE	\$0.00	\$0.00	\$46,857.00	\$1,130.00	\$11,888.58	\$59,875.58
C CONTRACT SUM TO DATE	\$72,207.00	\$14,000.00	\$209,857.00	\$123,830.00	\$256,630.58	\$676,524.58
D WORK IN PLACE TO DATE	\$72,207.00	\$14,000.00	\$209,857.00	\$123,830.00	\$254,630.58	\$674,524.58
E STORED MATERIALS (Not in D or I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$72,207.00	\$14,000.00	\$209,857.00	\$123,830.00	\$254,630.58	\$674,524.58
G RETAINAGE PERCENTAGE	5%	5%	5%	5%	5%	5%
H RETAINAGE AMOUNT	\$8,610.35	\$0.00	\$10,492.85	\$0.00	\$12,731.53	\$31,834.73
I PREVIOUS PAYMENTS	\$63,596.65	\$14,000.00	\$199,364.15	\$123,830.00	\$241,899.05	\$642,689.85
J CURRENT PAYMENT DUE (F-H-I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
L PERCENT COMPLETE (F+C)	100%	100%	100%	100%	99%	100%

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AIA Document G723/CMA

PAGE SIX OF SEVEN PAGES

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APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTOR'S NAME	Right Way Caulking, Inc.	S & J Contracting Entrances, Storefront	Steinbrecher Painting, Inc.	Superior Tile & Terrazzo, Inc.	Twin City Acoustics, Inc.	TOTALS THIS PAGE
A ORIGINAL CONTRACT SUM	\$17,200.00	\$22,606.00	\$53,500.00	\$16,575.00	\$9,920.00	\$119,801.00
B NET CHANGE ORDERS TO DATE	\$568.00	\$0.00	\$2,640.00	\$850.00	\$4,384.20	\$8,442.20
C CONTRACT SUM TO DATE	\$17,768.00	\$22,606.00	\$56,140.00	\$17,425.00	\$14,304.20	\$128,243.20
D WORK IN PLACE TO DATE	\$17,768.00	\$22,606.00	\$56,140.00	\$17,425.00	\$14,304.20	\$128,243.20
E STORED MATERIALS (Not in D or J)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$17,768.00	\$22,606.00	\$56,140.00	\$17,425.00	\$14,304.20	\$128,243.20
G RETAINAGE PERCENTAGE	5%	5%	5%	5%	5%	5%
H RETAINAGE AMOUNT	\$888.40	\$0.00	\$2,807.00	\$0.00	\$715.21	\$4,410.61
I PREVIOUS PAYMENTS	\$16,879.60	\$22,606.00	\$53,333.00	\$17,425.00	\$13,588.99	\$123,832.59
J CURRENT PAYMENT DUE (F-H-I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L PERCENT COMPLETE (F+C)	100%	100%	100%	100%	100%	100%

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APPLICATION NO: 14  
 APPLICATION DATE: 7/1/2016  
 PERIOD FROM: 6/1/2016  
 TO: 6/30/2016  
 PROJECT NOS: 1521030

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTORS NAME	TMI Coatings, Inc.	Urban Companies, LLC					TOTALS THIS PAGE
A ORIGINAL CONTRACT SUM	\$21,000.00	\$44,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,400.00
B NET CHANGE ORDERS TO DATE	\$0.00	\$7,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,565.00
C CONTRACT SUM TO DATE	\$21,000.00	\$51,965.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,965.00
D WORK IN PLACE TO DATE	\$21,000.00	\$51,965.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,965.00
E STORED MATERIALS (Not in D or I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F TOTAL COMPLETED & STORED TO DATE (D+E)	\$21,000.00	\$51,965.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,965.00
G RETAINAGE PERCENTAGE	5%	5%	5%	5%	5%	5%	5%
H RETAINAGE AMOUNT	\$1,050.00	\$2,598.25	\$0.00	\$0.00	\$0.00	\$0.00	\$3,648.25
I PREVIOUS PAYMENTS	\$19,950.00	\$49,366.75	\$0.00	\$0.00	\$0.00	\$0.00	\$69,316.75
J CURRENT PAYMENT DUE (F-H-I)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
K BALANCE TO FINISH (C-F)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L PERCENT COMPLETE (F+C)	100%	100%					100%

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LAMMERS**  
ATTORNEYS AT LAW

[www.eckbergammers.com](http://www.eckbergammers.com)

Writer's Direct Dial:  
(651) 351-2119

Writer's E-mail:  
[tweidner@eckbergammers.com](mailto:tweidner@eckbergammers.com)

**Reply to Stillwater**

August 12, 2016

City of Bayport  
Attn: City Administrator  
294 3<sup>rd</sup> Street North  
Bayport, MN 55003

Re: New State Required MGA Program as of August 1, 2016

Dear Administrator:

The State of Minnesota implemented a new document access program, "New MGA", as of August 1, 2016. The "New MGA" program provides us with the same information as the former program, Odyssey. The change of programs requires a new portal access. The change in portal access for the "New MGA" requires new applications be completed by the City for the New MGA program before our office can access the information.

Please place these documents on your next council agenda for approval: Master Subscriber Agreement and New MGA Request Form.

Once approved, we respectfully request your signature, as well as the Mayor's on each and return to our office. Our office will then submit the application on your behalf. Please note that the access provided by this program is essential to prosecute criminal cases on behalf of your city. The information accessed includes court information regarding a defendant's past criminal charges, convictions and dispositions.

Also enclosed please find an Overview of the new Required Minnesota Government Access Program for your reference. If you have any questions, please feel free to contact my office.

Sincerely,

Thomas J. Weidner

TJW  
Enclosures

**Stillwater Office**  
1809 Northwestern Avenue  
Stillwater, MN 55082  
Phone: 651-439-2878  
Fax: 651-439-2923

**Hudson Office**  
430 Second Street  
Hudson, WI 54016  
Phone: 715-386-3733  
Fax: 715-386-6456

**MASTER SUBSCRIBER AGREEMENT  
FOR MINNESOTA COURT DATA SERVICES  
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Bayport

(Government Subscriber Name)

of 294 North Third Street, Bayport, MN 55003

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

**Recitals**

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

**1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

1.1 **Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

**1.2 Termination.**

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

**1.3 Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

**2. DEFINITIONS.**

**2.1 "Agency Account Manager"** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

**2.2 "Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
  - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
  - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
  - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator’s Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

**3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgment Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgment Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**8.1 Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

**8.2 Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

**8.3 Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**15.1 WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

**16. RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. **GOVERNMENT SUBSCRIBER**  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) Logan Martin

Title City Administrator

Office Bayport City Hall

2. **THE COURT**

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Information Technology  
Division of State Court  
Administration

3. Form and execution approved for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

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







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

**DATE:** August 30, 2016  
**TO:** Honorable Mayor and City Council  
**FROM:** Logan Martin, City Administrator  
**RE:** Consider a Solar Garden Subscription Agreement with Geronimo Energy, Inc.

***BACKGROUND***

Based on Council direction received in 2015, staff has been investigating options for potential participation in a community solar garden program. Community solar gardens function much like a typical community garden, whereby subscribers can reserve a set of solar panels and obtain the benefits they produce (i.e. rebates on Xcel electric bills). In July 2015, the City submitted a letter of intent to participate in a consortium led by the Metropolitan Council that allowed a large group of cities to collectively negotiate with a select group of solar providers to acquire this service. Through that process, the City was assigned Geronimo Energy as its proposed provider, and we have been in discussions with representatives from Geronimo for the past few months regarding this opportunity.

Geronimo Energy was present at the Council’s August 1 meeting, and an introductory presentation was made regarding the company’s background and benefits of participating in this program. As Council will recall, Geronimo Energy is a local company that is working with BHE Renewables to finance, own, construct, and maintain solar panel arrays throughout Minnesota. The City would have no responsibility or cost in the initial installation and long-term operation of the panels, as those costs are completely paid by Geronimo Energy. Currently, Geronimo Energy has solar panels on hold pending the City’s decision at a site in Washington County, as the program requires that the City subscribe to panels within a set geographical boundary.

By participating in the program, the City receives a rebate per kilowatt hour on its monthly Xcel Energy bill. In turn, Geronimo Energy invoices the City for a set amount that is less than the credit from Xcel, allowing the City to retain the remainder of the Xcel credit. The proposal from Geronimo through the Met Council program establishes that benefit at \$.01 per kilowatt hour. An example bill breakdown for one site is detailed below:

Total Xcel Bill (pre-rebate)	\$9,000
Xcel bill after rebate	\$2,100
Invoice from Geronimo for Solar Subscription	\$6,300
Total paid for electric service	\$8,400
Total savings (amount owed minus amount actually paid)	<b>\$600</b>

The City is allowed to allocate up to 120% of its current electrical usage to the solar garden program. Geronimo Energy has investigated the City’s historical usage and utilized that data to calculate overall cost savings anticipated through the program. Three subscription levels are attached for review and are summarized below.

Projected 25 Year Savings		
99% of usage subscribed	79% of usage subscribed	59% of usage subscribed
\$59,325	\$47,460	\$35,595

By subscribing less than 120% of its current usage, the City retains the ability to allocate the remainder of its usage to a future green energy technology. As the City's usage grows over the term of the contract, any new growth (i.e. new kilowatt hours) could also be allocated to a future technology or offering. As shown on the projected savings, the benefit of participating in the program diminishes rapidly as the subscription level is decreased.

Lastly, the City would be entering in to a 25 year contract with Geronimo Energy for this program. The fact that participating in this program requires a long contract is a key reason why cities are often the main subscribers for these community gardens, as subscriptions to businesses and homeowners are not likely to be as stable as a municipal government. Attorneys at the Met Council heavily vetted and reviewed these contracts before they were approved to be included in the collaborative program, which is yet another benefit of participating in the program as it saved significant legal fees and ensures a uniform contract for all participants. City Attorney Pratt also reviewed the contract and is comfortable with its language.

### ***RECOMMENDATION***

Staff recommends the City Council authorize a Solar Garden Subscription Agreement with Geronimo Energy, with a subscription rate as finalized at the meeting.

### **Attachments**

Projected savings calculations

Solar Garden Subscription Agreement



# The City of Bayport Solar Rewards Cost Savings Analysis

August 30, 2016

## XCEL ENERGY SOLAR\*REWARDS PROGRAM OVERVIEW

In 2013, Minnesota State legislation directed Minneapolis-based utility, Xcel Energy, to create a program for community solar gardens (Minnesota Statute # 216b.1641). Xcel named the program the Xcel Energy Solar\*Rewards Program, and it is overseen by the state's Public Utilities Commission. A community solar garden is a centralized, shared solar project connected to the energy grid that has multiple subscribers. Each subscriber receives a credit on their Xcel Energy electric bill based upon the production of the solar facility and their subscription share of that facility.

*Xcel Energy Program Rules (apply to all community solar garden developments)*

- Eligible gardens are up to 1 MW, and up to five gardens may be located next to one another.
- The program is limited to Xcel Energy electric customers in the state of Minnesota.
- Subscribers must be located within the same county, or within an adjacent county, to the subscribed solar garden location(s).
- Each subscriber may be allocated up to 40% of a single community solar garden.
- There is a minimum requirement of 5 subscribers per solar garden.

## ABOUT GERONIMO ENERGY (Site Development)

Geronimo Energy is a North American utility-scale wind and solar development company based in Minneapolis, Minnesota. Geronimo has developed over 1,500 megawatts of contracted wind farms and solar projects throughout the United States and has a pipeline of projects that boast an aggregate nameplate capacity exceeding 3,000 megawatts of clean energy – roughly enough to power one million American homes. Geronimo solar projects provide clean electricity to utilities and other large energy consumers. Recent Geronimo Energy solar developments include the multi-store Slumberland Furniture installation and the internationally recognized Aurora Utility-Scale Distributed Solar Generation Project.

## ABOUT BHE RENEWABLES (Construction and Operations)

Berkshire Hathaway Energy is an \$80 billion portfolio of locally managed businesses, including BHE Renewables that share a vision for the energy future. These businesses deliver affordable, safe and reliable service each day to more than 11.5 million electric and gas customers and end-users around the world and consistently rank high among energy companies in customer satisfaction. Berkshire Hathaway Energy is headquartered in Des Moines, Iowa, U.S.A. BHE Renewables owns solar, wind, geothermal and hydro projects that produce energy for both the wholesale market and for customers under long-term power purchase agreements. BHE Solar, a division of BHE Renewables, owns 1,271 megawatts of solar-powered generation.

## COMMUNITY SOLAR GARDENS

Geronimo Energy, on behalf of BHE Renewables, is actively working with and seeking subscribers. Like all Minnesota community solar garden developments, the energy produced by BHE Renewables' solar gardens will be delivered to Xcel's local distribution system under Xcel Solar\*Rewards Community program. BHE Renewables provides a complete set of services to guarantee a superior level of service and reliability for subscribers. Subscribers under Geronimo's community solar garden program are ensured smooth implementation and operation of community solar garden projects, including subscription management, real-time solar production monitoring, and lifetime maintenance and facility upkeep.

Ex. 1 → 99% of usage



**PROGRAM BENEFITS FOR SUBSCRIBERS**

- No upfront investment or future capital requirements.
- Annual energy savings through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Our subscriptions are transferable.
- Work with one of the nation’s best and most landowner-friendly development companies.
- Support renewable energy.
- Keep your energy dollars’ local.
- Our projects are real – advanced site control, permitting, and interconnection.
- No maintenance or overhead - each solar facility is professionally maintained.

**PROGRAM BENEFITS FOR THE CITY OF BAYPORT**

- There are (3) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 254,895 kWh.
- Subscribing to 5% of each garden available to you will allow you to offset 99% of your consumption, 251,850 kWh.
- **First Year savings of \$2,518.50** – at one penny (\$0.01) per kWh.
- **25 year savings of \$59,325.66** – including a slight degradation factor at one half of one percent (0.5%) per year.

**COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS**

Garden	Gemini 1	Gemini 2	Gemini 3	Annual Total
Year 1	\$ 839.50	\$ 839.50	\$ 839.50	\$ 2,518.50
Year 2	\$ 835.30	\$ 835.30	\$ 835.30	\$ 2,505.91
Year 3	\$ 831.13	\$ 831.13	\$ 831.13	\$ 2,493.38
Year 4	\$ 826.97	\$ 826.97	\$ 826.97	\$ 2,480.91
Year 5	\$ 822.84	\$ 822.84	\$ 822.84	\$ 2,468.51
Year 6	\$ 818.72	\$ 818.72	\$ 818.72	\$ 2,456.16
Year 7	\$ 814.63	\$ 814.63	\$ 814.63	\$ 2,443.88
Year 8	\$ 810.55	\$ 810.55	\$ 810.55	\$ 2,431.66
Year 9	\$ 806.50	\$ 806.50	\$ 806.50	\$ 2,419.51
Year 10	\$ 802.47	\$ 802.47	\$ 802.47	\$ 2,407.41
Year 11	\$ 798.46	\$ 798.46	\$ 798.46	\$ 2,395.37
Year 12	\$ 794.46	\$ 794.46	\$ 794.46	\$ 2,383.39
Year 13	\$ 790.49	\$ 790.49	\$ 790.49	\$ 2,371.48
Year 14	\$ 786.54	\$ 786.54	\$ 786.54	\$ 2,359.62
Year 15	\$ 782.61	\$ 782.61	\$ 782.61	\$ 2,347.82
Year 16	\$ 778.69	\$ 778.69	\$ 778.69	\$ 2,336.08
Year 17	\$ 774.80	\$ 774.80	\$ 774.80	\$ 2,324.40
Year 18	\$ 770.93	\$ 770.93	\$ 770.93	\$ 2,312.78
Year 19	\$ 767.07	\$ 767.07	\$ 767.07	\$ 2,301.22
Year 20	\$ 763.24	\$ 763.24	\$ 763.24	\$ 2,289.71
Year 21	\$ 759.42	\$ 759.42	\$ 759.42	\$ 2,278.26
Year 22	\$ 755.62	\$ 755.62	\$ 755.62	\$ 2,266.87
Year 23	\$ 751.85	\$ 751.85	\$ 751.85	\$ 2,255.54
Year 24	\$ 748.09	\$ 748.09	\$ 748.09	\$ 2,244.26
Year 25	\$ 744.35	\$ 744.35	\$ 744.35	\$ 2,233.04
<b>25 Year Total</b>	<b>\$ 19,775.22</b>	<b>\$ 19,775.22</b>	<b>\$ 19,775.22</b>	<b>\$ 59,325.66</b>

\*Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy, and terms agreed upon with financial partner.

\*\*These solar gardens are offered by BHE Renewables, not Xcel Energy. Xcel Energy is not affiliated or otherwise legally associated with BHE Renewables and your subscription contract, and all terms and conditions are with BHE Renewables, not with Xcel Energy.

Ex-2 → 79% of usage



**PROGRAM BENEFITS FOR SUBSCRIBERS**

- No upfront investment or future capital requirements.
- Annual energy savings through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Our subscriptions are transferable.
- Work with one of the nation’s best and most landowner-friendly development companies.
- Support renewable energy.
- Keep your energy dollars’ local.
- Our projects are *real* – advanced site control, permitting, and interconnection.
- No maintenance or overhead – each solar facility is professionally maintained.

**PROGRAM BENEFITS FOR THE CITY OF BAYPORT**

- There are (3) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 254,895 kWh.
- Subscribing to 3% of each garden available to you will allow you to offset 79% of your consumption, 201,480 kWh.
- **First Year savings of \$2,014.80** – at one penny (\$0.01) per kWh.
- **25 year savings of \$47,460.53** – including a slight degradation factor at one half of one percent (0.5%) per year.

**COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS**

Garden	Gemini 1	Gemini 2	Gemini 3	Annual Total
Year 1	\$ 671.60	\$ 671.60	\$ 671.60	\$ 2,014.80
Year 2	\$ 668.24	\$ 668.24	\$ 668.24	\$ 2,004.73
Year 3	\$ 664.90	\$ 664.90	\$ 664.90	\$ 1,994.70
Year 4	\$ 661.58	\$ 661.58	\$ 661.58	\$ 1,984.73
Year 5	\$ 658.27	\$ 658.27	\$ 658.27	\$ 1,974.81
Year 6	\$ 654.98	\$ 654.98	\$ 654.98	\$ 1,964.93
Year 7	\$ 651.70	\$ 651.70	\$ 651.70	\$ 1,955.11
Year 8	\$ 648.44	\$ 648.44	\$ 648.44	\$ 1,945.33
Year 9	\$ 645.20	\$ 645.20	\$ 645.20	\$ 1,935.60
Year 10	\$ 641.98	\$ 641.98	\$ 641.98	\$ 1,925.93
Year 11	\$ 638.77	\$ 638.77	\$ 638.77	\$ 1,916.30
Year 12	\$ 635.57	\$ 635.57	\$ 635.57	\$ 1,906.72
Year 13	\$ 632.39	\$ 632.39	\$ 632.39	\$ 1,897.18
Year 14	\$ 629.23	\$ 629.23	\$ 629.23	\$ 1,887.70
Year 15	\$ 626.09	\$ 626.09	\$ 626.09	\$ 1,878.26
Year 16	\$ 622.96	\$ 622.96	\$ 622.96	\$ 1,868.87
Year 17	\$ 619.84	\$ 619.84	\$ 619.84	\$ 1,859.52
Year 18	\$ 616.74	\$ 616.74	\$ 616.74	\$ 1,850.22
Year 19	\$ 613.66	\$ 613.66	\$ 613.66	\$ 1,840.97
Year 20	\$ 610.59	\$ 610.59	\$ 610.59	\$ 1,831.77
Year 21	\$ 607.54	\$ 607.54	\$ 607.54	\$ 1,822.61
Year 22	\$ 604.50	\$ 604.50	\$ 604.50	\$ 1,813.50
Year 23	\$ 601.48	\$ 601.48	\$ 601.48	\$ 1,804.43
Year 24	\$ 598.47	\$ 598.47	\$ 598.47	\$ 1,795.41
Year 25	\$ 595.48	\$ 595.48	\$ 595.48	\$ 1,786.43
<b>25 Year Total</b>	<b>\$ 15,820.18</b>	<b>\$ 15,820.18</b>	<b>\$ 15,820.18</b>	<b>\$ 47,460.53</b>

\*Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy, and terms agreed upon with financial partner.

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Ex. 3 → 59% of usage



**PROGRAM BENEFITS FOR SUBSCRIBERS**

- No upfront investment or future capital requirements.
- Annual energy savings through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Our subscriptions are transferable.
- Work with one of the nation's best and most landowner-friendly development companies.
- Support renewable energy.
- Keep your energy dollars' local.
- Our projects are *real* – advanced site control, permitting, and interconnection.
- No maintenance or overhead - each solar facility is professionally maintained.

**PROGRAM BENEFITS FOR THE CITY OF BAYPORT**

- There are (3) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 254,895 kWh.
- Subscribing to 3% of each garden available to you will allow you to offset 59% of your consumption, 151,110 kWh.
- **First Year savings of \$1,511.10** – at one penny (\$0.01) per kWh.
- **25 year savings of \$35,595.40** – including a slight degradation factor at one half of one percent (0.5%) per year.

**COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS**

Garden	Gemini 1	Gemini 2	Gemini 3	Annual Total
Year 1	\$ 503.70	\$ 503.70	\$ 503.70	\$ 1,511.10
Year 2	\$ 501.18	\$ 501.18	\$ 501.18	\$ 1,503.54
Year 3	\$ 498.68	\$ 498.68	\$ 498.68	\$ 1,496.03
Year 4	\$ 496.18	\$ 496.18	\$ 496.18	\$ 1,488.55
Year 5	\$ 493.70	\$ 493.70	\$ 493.70	\$ 1,481.10
Year 6	\$ 491.23	\$ 491.23	\$ 491.23	\$ 1,473.70
Year 7	\$ 488.78	\$ 488.78	\$ 488.78	\$ 1,466.33
Year 8	\$ 486.33	\$ 486.33	\$ 486.33	\$ 1,459.00
Year 9	\$ 483.90	\$ 483.90	\$ 483.90	\$ 1,451.70
Year 10	\$ 481.48	\$ 481.48	\$ 481.48	\$ 1,444.44
Year 11	\$ 479.07	\$ 479.07	\$ 479.07	\$ 1,437.22
Year 12	\$ 476.68	\$ 476.68	\$ 476.68	\$ 1,430.04
Year 13	\$ 474.30	\$ 474.30	\$ 474.30	\$ 1,422.89
Year 14	\$ 471.92	\$ 471.92	\$ 471.92	\$ 1,415.77
Year 15	\$ 469.56	\$ 469.56	\$ 469.56	\$ 1,408.69
Year 16	\$ 467.22	\$ 467.22	\$ 467.22	\$ 1,401.65
Year 17	\$ 464.88	\$ 464.88	\$ 464.88	\$ 1,394.64
Year 18	\$ 462.56	\$ 462.56	\$ 462.56	\$ 1,387.67
Year 19	\$ 460.24	\$ 460.24	\$ 460.24	\$ 1,380.73
Year 20	\$ 457.94	\$ 457.94	\$ 457.94	\$ 1,373.83
Year 21	\$ 455.65	\$ 455.65	\$ 455.65	\$ 1,366.96
Year 22	\$ 453.37	\$ 453.37	\$ 453.37	\$ 1,360.12
Year 23	\$ 451.11	\$ 451.11	\$ 451.11	\$ 1,353.32
Year 24	\$ 448.85	\$ 448.85	\$ 448.85	\$ 1,346.55
Year 25	\$ 446.61	\$ 446.61	\$ 446.61	\$ 1,339.82
<b>25 Year Total</b>	<b>\$ 11,865.13</b>	<b>\$ 11,865.13</b>	<b>\$ 11,865.13</b>	<b>\$ 35,595.40</b>

\*Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy, and terms agreed upon with financial partner.

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**7650 EDINBOROUGH WAY, STE 725, EDINA, MN 55435 | P 952.988.9000 | F 952.988.9001**  
[www.geronimoenergy.com/solargardens](http://www.geronimoenergy.com/solargardens)

## SOLAR GARDEN SUBSCRIPTION AGREEMENT

This Solar Garden Subscription Agreement ("**Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and among Geronimo Energy, LLC, a Delaware limited liability company and BHE Renewables, LLC, a Delaware limited liability company ("**Owner**"), and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (the "**Subscriber**"). In this Agreement, Owner and Subscriber are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner intends to develop, operate and maintain a photovoltaic generation facility qualified as a "Community Solar Garden" pursuant to Minn. Stat. 216B.1641 ("**CSG Program**") to be located in Dakota County (the "**Facility**") and has entered or will enter into a Standard Contract for Solar Rewards Community ("**CSG Contract**") with the local electric distribution company (the "**LDC**"). The designed capacity of the Facility shall be approximately 1,000 kW<sub>AC</sub> (1,279 kW<sub>DC</sub>) (subject to adjustment as described herein, the "**Facility Capacity**");

B. The energy produced by the Facility will be delivered by Owner via interconnection of the Facility to the electric grid, to the LDC, which will calculate the monetary value of the energy received from the Facility per applicable utility tariff and convert that amount into credits per kilowatt hour (the "**Bill Credit Rate**" as defined in the CSG Contract) on the bills from LDC to the subscribers of Owner ("**Credits**");

C. Owner will, in accordance with the terms hereof, and through the administrative process established by the LDC as approved by the Minnesota Public Utilities Commission ("**MPUC**"), allocate and sell the right to receive Credits to its subscribers according to their respective Allocations (as defined below);

D. Subscriber is an LDC customer (Premise. No. 302191548) and desires to purchase Credits from Owner in proportion to its expected consumption of electricity at St Croix Valley WWTP, Oak Park Heights, MN 55082 ("**Customer Site**").

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Subscriber and Owner agree as follows.

1. **Term.** The term of this Agreement shall commence on the Effective Date, and, unless terminated earlier pursuant to the provisions hereof, shall terminate on the 25<sup>th</sup> anniversary of the Commercial Operation Date (as defined below) (the "**Term**"). The Term shall not be extended by virtue of any period of disconnection or event of Force Majeure experienced by the Facility.

2. **Operation of the Facility.**

a. Owner shall operate the Facility during the Term so as to deliver all energy generated by the Facility to LDC in accordance with the CSG Contract and applicable LDC tariffs.

b. Owner shall maintain the Facility in good working order at all times during the Term, and shall operate the Facility in a manner reasonably intended to maximize the amount of Credits allocable to Subscriber, consistent with good custom and practice for operation of utility generating facilities.

3. **Sale and Purchase of Credits; Allocation.**

a. Owner shall promptly notify Subscriber of the Date of Commercial Operation of the Facility as established pursuant to the CSG Contract (“**Commercial Operation Date**”). In the event that the Commercial Operation Date is not achieved by December 31, 2017, and any of the following events or circumstances occur, either Party may terminate this Agreement, without liability, upon delivery of such notice to the other Party:

i. after timely application to the LDC (or other applicable distribution service provider whose system the Facility connects to deliver energy (the “**Distribution Provider**”) and commercially reasonable efforts to secure interconnection services, Owner has not received written confirmation and evidence that interconnection services will be available for the energy generated by the Facility at the Facility Capacity; or

ii. if the LDC or another party with the authority to do so disqualifies Owner or the Facility from participating in the CSG Program.

b. Owner shall allocate a portion of Facility Capacity to Subscriber consisting of 67.570 kW<sub>DC</sub> (subject to update by Owner in connection with finalizing the Facility Capacity) equal to five and three tenths percent (5.3%) of Facility Capacity (the “**Allocation**”). Owner shall provide to LDC the Allocation along with Subscriber’s name, LDC account number(s), and service address(es) (“**Subscriber Data**”).

c. Owner shall sell to Subscriber and Subscriber shall purchase from Owner, the right to receive an amount of Credits calculated on the basis of that portion of the total kilowatt hours (in AC) delivered by the Facility to LDC which corresponds to the Allocation. The Allocation shall be effective for each and every LDC Production Month (as defined in the CSG Contract) during the Term. Owner shall post Credits to Subscriber’s account monthly for invoicing pursuant to Section 4 of this Agreement (“**Subscriber’s Monthly Credits**”). Thus, where  $x = \#$  of Credits,  $y = \text{kWh}_{AC}$  delivered in a Production Month, and  $a = \text{Allocation}$ ,  $x = y \times a$ .

4. **Price and Payment.**

a. For the right to receive Credits generated by the Facility each month, Subscriber shall pay to Owner an amount equal to the product of (i) the corresponding Subscriber’s Monthly Credits, and (ii) the Bill Credit Rate then applicable to the LDC’s Solar Rewards Community Program minus one cent (\$.01) (the “**Monthly Allocation Payment**”).

b. Beginning with the second calendar month following the Commercial Operation Date, Owner shall invoice Subscriber, utilizing Subscriber’s preferred invoicing service, for the Monthly Allocation Payment for the Credits posted to Subscriber’s account since the prior invoice date. Subscriber shall make its payments to Owner no later than thirty (30)

days following receipt of the applicable invoice. Owner shall include with each invoice, a copy of the LDC statement delivered to Owner that indicates the kWh<sub>AC</sub> upon which the LDC calculates the Credit to Subscriber.

**5. Records and Audits.**

a. Upon request by Subscriber, Owner shall provide (i) evidence of the accuracy of its metering equipment for the Facility and/or (ii) such other information and records requested by Subscriber to enable Subscriber to verify the accuracy of the Credits awarded by the LDC and any other calculation and/or measurements described in this Agreement.

b. Owner shall provide reports to Subscriber (i) monthly, containing the energy produced by the Facility, and (ii) annually, containing an audited financial statement of Owner, and a current statement of management, financing parties, and operatorship of Owner. Subscriber may provide comments to Owner on the accuracy and completeness of the annual reports, and shall provide a copy of any such comments to LDC.

c. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of Owner and of any subcontractor of Owner relating to work performed pursuant to this Agreement shall be subject to audit and examination by the Subscriber and the Legislative Auditor or State Auditor as described in such subdivision. Owner and any subcontractor of Owner shall permit, upon reasonable advance written notice, the Subscriber or its designee to inspect, copy, and audit its accounts, records, and business documents at any reasonable time during regular business hours, as they may relate to the performance under this Agreement. Audits conducted by the Subscriber under this provision shall be in accordance with generally accepted auditing standards.

**6. Taxes.**

a. Subscriber shall be solely liable for sales or similar taxes imposed by a governmental entity, if any, attributable to the sale of Credits allocated to the Subscriber.

b. Subscriber shall have no interest in and have no entitlement to claim any investment tax credit or other tax benefits related to ownership of the Facility.

**7. Representations, Warranties and Covenants.**

a. Each Party represents and warrants to the other Party:

i. The Party is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party; and

iv. To the best of its knowledge, there is no litigation, action, proceeding or investigation pending before any court or other Governmental Authority by, against, affecting or involving its ability to carry out the transactions contemplated herein.

b. Owner represents, warrants, and covenants to Subscriber:

i. Owner has, or in the ordinary course will obtain, all licenses, permits and any other required documents to construct and operate the Facility;

ii. Owner shall perform its obligations under the CSG Contract and otherwise comply with all provisions of the CSG Program and other applicable tariffs.

iii. Except as may be required by law or regulation, or with Subscriber's consent, Owner will not publicly disclose Subscriber's LDC account information, energy usage data, or Credits.

c. Subscriber represents, warrants, and covenants to Owner:

i. Subscriber's average annual energy consumption for its subscribing account(s) over the two year period prior to the Effective Date is 2,073,140 kWh<sub>AC</sub>;

ii. Subscriber shall not install or procure any other distributed generation resource(s) serving Subscriber's premises to which energy is delivered by LDC under Account No. 51-4158176-8, which resource(s), when combined with the Allocation, may generate energy (including energy upon which the Credits are based) exceeding one hundred twenty percent (120%) of Subscriber's average annual energy consumption over the twenty-four (24) months prior to such installment or procurement.

iii. Within thirty (30) days of request by Owner, which request shall be made not sooner than the date of commencement of construction of the Facility, Subscriber shall complete, execute, and deliver to Owner the Subscriber Agency Agreement in the form attached hereto as Exhibit A. Upon execution, all of the information and statements of Subscriber provided therein shall be accurate.

iv. Subscriber understands and agrees it will have no interest in or entitlement to (a) benefits or derivatives of "Unsubscribed Energy" or "RECs" associated with the Facility as each is defined in the CSG Contract; and (b) incentives under the MN Department of Commerce's Made in Minnesota program and LDC's Solar Rewards program associated with the Facility.

8. **Performance Guarantee.** Owner hereby guarantees that in every period of two consecutive calendar years during the Term, beginning with the first full calendar year, Owner will provide Credits from operation of the Facility in an amount not less than ninety percent (90%) of Expected Deliveries (weather adjusted) which will be set forth on Exhibit B hereto (the "***Guaranteed Performance***") not later than the date of commencement of construction of the Facility. Owner shall pay Subscriber one cent (\$.01) per Credit to the extent the actual number of Credits purchased by Subscriber during any such two year period (the "***Measurement Period***") is less than the Guaranteed Performance for the entire Measurement Period (combining

the Expected Deliveries for both calendar years). Such payment shall be Subscriber's sole remedy for default by Owner under this Section 8. Owner shall have no liability under this Section 8 if the Facility's failure to achieve Guaranteed Performance is due to an event of Force Majeure.

**9. Default.**

a. Events of Default. The following shall each constitute an Event of Default by a Party:

i. The Party fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from the other Party that such payment is overdue.

ii. The Party materially fails to perform or comply with any material representation, warranty, obligation, covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from the other Party.

iii. The Party is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the Force Majeure event, gives the other Party notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the non-performing Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "*Force Majeure*" as used in this Agreement shall mean an event or circumstances beyond the reasonable control of a Party and not resulting from the Party's negligence, including, but not limited to fire, acts of God, earthquake, flood or other casualty or accident; break down or failure of the Distribution Provider's electric distribution system; serial equipment defect; strikes or labor disputes; war, civil strife or other violence; and any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility.

Either Party may terminate this Agreement upon 15 days' written notice to the other Party if any event of Force Majeure affecting such other Party has been in existence for a period of 180 consecutive days or longer, unless such event of Force Majeure expired before the end of the 15 day notice period.

10. **Remedies; Limitation of Liability; Waiver.**

a. **Remedies.** Subject to the limitations set forth in this Agreement, the Parties each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement. Under no circumstances shall Owner's liability for breach of this Agreement exceed, in any one calendar year, an amount equal to (i) the Allocation percentage times (ii) \$15,000; provided, however that such limitation shall not apply to damages arising out of the sale or allocation by Owner to a third party of the Credits allocated and committed to Subscriber hereunder. For example, if the Allocation is 40%, then the limit described in the preceding sentence shall equal 40% x \$15,000 or \$6,000 total.

b. **Owner Damages.** In the event of Subscriber's breach, repudiation, or termination of this Agreement in violation of the provisions hereof, Owner shall be entitled to recover from Subscriber (subject to Owner's duty to mitigate damages including its duty to try and find a replacement subscriber): (i) the unpaid Monthly Allocation Payments due at the time of termination; and (ii) Owner's actual, reasonable, and verifiable damages resulting from Subscriber's breach. Any post-termination Monthly Allocation Payments that may qualify as damages under this section, will be calculated-based upon the Schedule of Expected Deliveries of Credits (Exhibit B, hereto), and the Bill Credit Rate at the time of Subscriber's breach of this Agreement.

c. **Limitation of Liability.** EXCEPT AS EXPRESSLY ALLOWED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

d. **Exclusions.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10, THE LIMITATIONS OF THIS SECTION 10 DO NOT APPLY TO A CLAIM FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; FOR FAILURE TO COMPLY WITH LAWS; FOR INDEMNIFICATION; FOR BREACH OF CONFIDENTIALITY OR FOR INTELLECTUAL PROPERTY INFRINGEMENT.

11. **Early Termination.**

a. Either Party may terminate this Agreement on notice thereof to Subscriber in the event that Owner is unable to obtain financing for the Facility on commercially reasonable terms on or before December 31, 2017.

b. If Owner fails to perform under this Agreement due to an event of Force Majeure that lasts more than twelve (12) months or fails to restore the Facility to full operation at Capacity within twelve (12) months following an event of Force Majeure causing damage to the Facility, Subscriber shall have the right to terminate this Agreement by giving Owner at least

sixty (60) days prior notice of its intent to terminate based on such failure(s). Any such notice of termination shall be given within three (3) months of such failure(s). In the event of termination pursuant to this Section 11(b), Owner shall pay to Subscriber, as liquidated damages, one cent (\$.01) for each Credit expected to have been allocated to Subscriber for the six month period following the expiration of such twelve (12) month period.

c. In the event (i) the CSG Contract is terminated based on Owner's breach thereof or (ii) Owner materially breaches its obligations of performance in this Agreement and such breach is not cured within thirty (30) days after Owner receives written notice of such breach from Subscriber (provided, however, that if such breach is not capable of being cured within such thirty-day period and Owner has commenced and diligently continued actions to cure such breach within such thirty-day period, the cure period shall be extended to 180 days, so long as Owner is making diligent efforts to do so), then Subscriber may terminate this Agreement as provided in this Section 11. In the event of a termination by Subscriber described in the preceding sentence, Owner shall pay to Subscriber, as liquidated damages, one cent (\$.01) for each Credit expected to have been allocated to Subscriber for the calendar year following termination according to the Schedule of Expected Deliveries, Exhibit B.

d. The Parties agree that actual damages in the event of termination of this Agreement as specified in Sections 11(b) and 11(c), would be difficult to calculate and that the liquidated damages specified herein are a reasonable approximation of such actual damages.

12. **Assignment**. No Party shall assign or in any manner transfer this Agreement or any part thereof except in connection with (a) Subscriber's assignment to a party approved in advance by Owner, with such approval not unreasonably withheld, on the bases of (i) creditworthiness, (ii) the party's eligibility under the Solar Rewards Community Program, (iii) Subscriber's payment to Owner of seven hundred fifty dollars (\$750) to cover Owner's administrative expenses associated with the transfer (the "*Transfer Fee*") and (iv) other factors evidencing an increase in a material risk of a breach of this Agreement, (b) Owner's assignment of this Agreement to any Affiliate that owns or, by long-term lease, controls the Facility, provided that such Affiliate has the same or better credit strength and has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder; (c) Owner's collateral assignment of this Agreement to any financial institution that provides financing for the Facility (including a financial institution that enters into a sale/leaseback transaction with respect to the Facility) that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, and, in connection with any collateral assignment of this Agreement, Subscriber agrees to comply with the lender accommodations set forth in Exhibit C to this Agreement; (d) Owner's assignment of this Agreement, prior to the Commencement of Operations Date, to another operator/owner of a community garden facility, in the same County and qualified under the Solar Rewards Community Program which has sufficient capacity to accept Subscriber's Allocation, has the same or better credit strength, and agrees in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder; or (e) Subscriber's assignment of this Agreement to any of its Affiliates or successor entity if the Minnesota legislature reassigns responsibility for the services provided by Metropolitan Council (without change of service address) provided that such Affiliate or successor entity has the same or better credit strength.

13. Miscellaneous.

a. LDC Disputes. Owner shall be solely responsible for resolving any dispute with LDC regarding the production of energy by the Facility. Subscriber shall be solely responsible for resolving any dispute with LDC regarding the calculation of the Bill Credit Rate.

b. Notices.

i. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon mailing, deposit with a courier for hand delivery, or electronic transmission, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission.

ii. Subscriber shall promptly notify Owner of any changes in Subscriber Data.

The notices and communications shall be sent to the following addresses:

If to Owner:

BHE Renewables, LLC  
Program Manager – MN Community Solar Gardens  
1850 N. Central Ave.  
Suite 1025  
Phoenix, AZ 85004  
BHERenewables@bherenewables.com  
515-252-6677

If to Subscriber:

Metropolitan Council  
Environmental Services  
390 Robert Street North  
St. Paul, MN 55101  
Attn: Sustainable Operations Manager  
Email: sara.smith@metc.state.rmn.us

c. Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota without reference to any choice of law principles.

e. Dispute Resolution.

i. Amicable Settlement. The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.

ii. Continuation of Performance. During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

iii. Equitable Relief. Nothing in this Agreement shall be construed to preclude either Party from seeking or obtaining urgent equitable or injunctive relief from a court of law in relation to this Agreement.

iv. Venue and Jurisdiction. The Parties agree that the courts of the State of Minnesota and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

f. Insurance. With respect to the services provided pursuant to this Agreement, Owner shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following insurance coverages and limits:

i. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	\$1,500,000

ii. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
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(If Owner is based outside the state of Minnesota, coverage must comply with Minnesota Law).

iii. Employer's Liability. Bodily injury by:

Accident—Each Accident	\$500,000
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Disease—Policy Limit	\$500,000
Disease—Each Employee	\$500,000

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Owner to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, Owner shall promptly submit copies of insurance policies to Subscriber.

iv. Owner shall not commence work until it has obtained required insurance and filed with Subscriber a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Subscriber as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under this Agreement. Owner shall furnish to Subscriber updated certificates during the term of this Agreement as insurance policies expire.

g. Compliance with Law. Owner shall comply with all laws (including common laws), ordinances, codes, rules and regulations (collectively, “*Laws*”) regarding Owner’s obligations and performance under this Agreement. Owner shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement. In the event of an allegation that Owner has failed to comply with any Laws or failed to obtain any and all permits, licenses, bonds, certificates and/or any other similar approvals required in connection with this Agreement, Owner shall pay any fines or penalties imposed upon Subscriber as a result of such failure and shall reimburse Subscriber for any expenses (including attorneys’ fees) incurred by Subscriber in responding to such allegation.

h. Entire Agreement. This Agreement, and all documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

i. No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of another Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Subscriber and Owner hereunder are individual and neither collective nor joint in nature.

j. Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each Party to this Agreement or its successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

l. Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

m. Survival. The provisions of Sections 10, (Remedies, Limitation of Liability; Waiver), 13(c) (Severability), 13(d) (Governing Law), and 13(e) (Dispute Resolution) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years thereafter.

n. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

o. Confidentiality. Each Party agrees that it will not disclose Not Public Data (as hereinafter defined), directly or indirectly, under any circumstances or by any means (excluding disclosures to the LDC or as are required as a participant in the CSG Program), to any third person without the express written consent of the other Party unless such disclosure is permitted by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, or required by applicable Law. “*Not Public Data*” means, not public data as defined in Minnesota Statutes § 13.02, subd. 8a (2014).

p. Data Practices.

i. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to Owner by the Subscriber under this Agreement, Owner will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the “*Minnesota* Government Data Practices Act”), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Agreement, then: (A) all of the data created, collected, received, stored, used, maintained, or disseminated by Owner in performing this Agreement are subject to the requirements of the Minnesota Government Data Practices Act; (B) Owner must comply with those requirements as if it were a government entity; and (C) the remedies in Minnesota Statutes, section 13.08 apply to Owner.

ii. Consistent with Minnesota Statutes, section 13.055, if “private data on individuals,” “confidential data on individuals” or other “not public data” are provided to or made accessible to Owner by the Subscriber, Owner must: (A) have safeguards to ensure private or confidential data on individuals or other not public data are only accessible or viewable by Owner employees and agents whose work assignments in connection with the performance of this Agreement reasonably require them to have access to the data; (B) immediately notify the Subscriber of any unauthorized access by Owner employees and agents, and unauthorized access by third parties; (C) fully cooperate with Subscriber investigations into any breach in the security of private or confidential data on individuals or other not public data that may have occurred in connection with Owner’s access to or use of the data; and (D) fully cooperate with the Subscriber in fulfilling the notice and reporting requirements of Minnesota Statutes, section 13.055. The

penalties in Minnesota Statutes, section 13.09 governing unauthorized acquisition of not public data apply to Owner and Owner employees and agents. If Owner is permitted to use a subcontractor to perform Owner's work under this Agreement, Owner shall incorporate these data practices provisions into the subcontract.

iii. If Owner receives a request to release data referred to in this section, Owner must immediately notify the Subscriber. The Subscriber will give Owner instructions concerning the release of the data to the requesting party before the data is released.

*The remainder of this page is intentionally blank*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

METROPOLITAN COUNCIL

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

Name: Meredith Vadis

Title: Deputy Regional Administrator

GERONIMO ENERGY, LLC

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

Name: Jeffrey R. Ringblom

Title: Vice President of Finance and Accounting

BHE RENEWABLES, LLC

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

Name: Eric Besseling

Title: Authorized Representative

**EXHIBIT A**

**Subscriber Agency Agreement and Consent Form**

**Solar\*Rewards Community**

**Subscriber Agency Agreement and Consent Form**

The undersigned ("**Subscriber**") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name:	_____
Community Solar Garden Address:	_____
Community Solar Garden Operator:	_____
Community Solar Garden contact information for Subscriber questions and complaints:	
Address (if different from above):	1850 N. Central Avenue, Suite 1025, Phoenix, AZ 58004_____
Telephone number:	515-252-6677_____
Email address:	BHERenewables@bherenewables.com_____
Web Site URL:	http://www.bherenewables.com_____

Subscriber Name:	<u>Metropolitan Council</u>
Subscriber's Account Number with Northern States Power Company:	<u>51-4158176-8</u>
Subscriber Service Address where receiving electrical service from Northern States Power Company:	<u>St Croix Valley WWTP, Oak Park Heights, MN 55082</u>

By signing this Solar Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits (“RECs”), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar\*Rewards Community Program will require sharing Subscriber's Account Information (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and Subscriber's Energy Use Data (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar\*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this Solar\*Rewards Community Subscriber Agency Agreement and Consent Form. These

privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar\*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar\*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregate Information. Aggregate information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar\*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar\*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar\*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this Solar\*Rewards Community Subscriber Agency Agreement and Consent Form and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the

Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar\*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the CSG Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: Metropolitan Council

Subscriber's Signature: \_\_\_\_\_  
Meredith Vadis, Deputy Regional Administrator

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

**Exhibit 1 to  
Solar\*Rewards Community Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to the Solar\*Rewards  
Community Program**

The data privacy policies of Northern States Power Company pertaining to the Solar\*Rewards Community Program are as follows and may be changed from time to time as filed in the Company's tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"):

**Definitions**

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar\*Rewards Community. For ease of reference, here are some of the specific definitions:

“Company” means Northern States Power Company, a Minnesota Corporation, and its affiliates and agents.

“Subscribed Energy” means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

“Subscriber’s Account Information” consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

“Subscriber's Energy Usage Data” includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

## Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar\*Rewards Community Program.

### **1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged**

#### **a. Subscriber Specific Information**

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Bill credits

(ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:

- Subscriber's Account Information
- Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
- Production data related to the PV System
- Monthly Subscription Information

#### **b. Aggregated Subscriber Information**

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar\*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.

## **2. How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar\*Rewards Community Program.

### **a. Program Management**

As part of administering the Solar\*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

- the MPUC
- the Minnesota Department of Commerce
- the Minnesota Office of Attorney General
- Other governmental or private entities as required by law or regulation

Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on [www.xcelenergy.com](http://www.xcelenergy.com).

### **b. Permitted Public Reporting**

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar\*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

- Reporting on Solar\*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
- Reporting on the Solar\*Rewards Community Gardens, including but not limited to size, location and the type of Solar\*Rewards Community subscriber groups;
- Reporting on known complaints and the resolution of these complaints;

- A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
  - Lessons learned and any potential changes to the program;
  - Report on bill credits earned and paid; and the
  - Application process
- c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

### **3. Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

#### a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar\*Rewards Community Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company .

Subscribers may also obtain from the Company the following information related to the Solar\*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Site location
- Operator name
- Nameplate capacity

- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
  - x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
  - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;

- xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
  - xiii. Allocation of unsubscribed production; and
  - xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the contract with Northern States Power Company for the Solar\*Rewards Community Program
  - Copy of the solar panel warranty
  - Description of the compensation to be paid for any underperformance
  - Proof of insurance
  - Proof of a long-term maintenance plan
  - Current production projections and a description of the methodology used to develop production projections
  - Community Solar Garden Operator contact information for questions and complaints
  - Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar\*Rewards Community Program

The Community Solar Garden Operator is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting [solarrewardscommunity@xcelenergy.com](mailto:solarrewardscommunity@xcelenergy.com).

**4. Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.

## EXHIBIT B

### Schedule of Expected Deliveries of Credits [pro forma; final to be provided prior to commencement of construction]

Subscriber's Share (kWh)	
Year 1	88,702
Year 2	88,258
Year 3	87,817
Year 4	87,378
Year 5	86,941
Year 6	86,506
Year 7	86,074
Year 8	85,643
Year 9	85,215
Year 10	84,789
Year 11	84,365
Year 12	83,943
Year 13	83,523
Year 14	83,106
Year 15	82,690
Year 16	82,277
Year 17	81,865
Year 18	81,456
Year 19	81,049
Year 20	80,644
Year 21	80,240
Year 22	79,839
Year 23	79,440
Year 24	79,043
Year 25	78,648

### **Weather Adjustment Protocol for Expected Deliveries**

For any two-year Measurement Period respecting application of the Performance Guarantee, Expected Deliveries shall be adjusted to reflect any negative difference (shortfall) between Expected Solar Irradiation (“*ESI*”) and Actual Solar Irradiation (“*ASI*”). The ratio of ASI to ESI for the Measurement Period shall be applied to Expected Deliveries as a weather adjustment prior to comparing Actual Deliveries to Expected Deliveries for the purposes of the Performance Guarantee.

The method of the weather adjustment is as follows.

1. The ESI for the Facility is 1390 KWh per square meter.
2. The ASI is to be determined by monthly pyranometer readings at the Facility. The monthly readings are to be averaged for each of the two calendar years in the Measurement Period.
3. The weather adjustment factor for the measurement period is the ratio of (i) ASI, determined per Step 2 of this method to (ii) ESI, determined per Step 1 of this method. The Expected Deliveries for the Measurement Period is multiplied by this factor to derive the Guaranteed Performance.

## EXHIBIT C

### Lender Accommodations

Subscriber acknowledges that Owner will be financing the installation of the Facility either through a lessor, lender or with financing accommodations from one or more financial institutions and that Owner may sell or assign the Facility and/or may secure Owner's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Facility. In order to facilitate such sale, conveyance, or financing, and with respect to any such financial institutions of which Owner has notified Subscriber in writing Subscriber agrees as follows:

(a) Consent to Collateral Assignment. Provided the Financing Party has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights thereunder upon the foreclosure or conveyance in lieu thereof, Subscriber consents to either the sale or conveyance by Owner to a Financing Party that has provided financing of Owner's right, title and interest in the Facility and to this Agreement.

(b) Notices of Default. Subscriber will deliver to the Financing Party, concurrently with delivery thereof to Owner, a copy of each notice of default given by Subscriber under the Agreement, inclusive of a reasonable description of Owner default. Subscriber will not mutually agree with Owner to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, during the continuation of an event of default by Owner under its agreements with Financing Party, provided that the Financing Party has agreed in writing to recognize Subscriber's rights under the Agreement and to not disturb any of Subscriber's rights thereunder:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Owner, any and all rights and remedies of Owner under this Agreement in accordance with the terms of this Agreement and the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Owner thereunder or cause to be cured any default of Owner thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Owner under this Agreement or (unless the Financing Party has succeeded to Owner's interests under this Agreement) to perform any act, duty or obligation of Owner under this Agreement, but Subscriber hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the Facility, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Owner to the Financing Party (or any assignee of the Financing Party). Any such exercise shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Owner under the United States Bankruptcy Code, at the

request of the Financing Party made within ninety (90) days of such termination or rejection, Subscriber shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Except for termination pursuant to Section 3(a) of the Subscription Agreement in connection with a failure to achieve commercial operation by December 31, 2016, Subscriber will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Owner) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Owner default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional sixty (60) days.

ii. If the Financing Party (including any transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Owner's assets and shall, within the time periods described in Sub-section (d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

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53116334

**RESOLUTION NO. 16-**

**EXTRACT OF THE MINUTES OF THE CITY COUNCIL MEETING OF THE CITY  
OF BAYPORT, WASHINGTON COUNTY, MINNESOTA  
HELD SEPTEMBER 6, 2016**

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 6<sup>th</sup> day of September, 2016, 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 OF THE CITY OF BAYPORT, WASHINGTON COUNTY,  
MINNESOTA, ESTABLISHING THE 2017 PRELIMINARY LEVY CERTIFICATION  
FOR THE CITY'S GENERAL FUND AND LIBRARY FUND AT \$1,257,150.00**

WHEREAS, The State of Minnesota requires the City to adopt a proposed preliminary levy certification for its General and Library Fund; and

WHEREAS, The City Council is required to adopt its 2017 preliminary levy certification on or before September 30, 2016; and

WHEREAS, The City Council of the City of Bayport wishes to comply with the State law effective in this area.

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

1. Establish the 2017 General Fund preliminary levy certification at \$ 1,092,150.00
2. Establish the 2017 Library Fund preliminary levy certification at \$ 165,000.00
3. Establish the 2017 total preliminary levy certification at \$ 1,257,150.00
4. Authorize and direct the City Administrator to certify the proposed General Fund and Library Fund preliminary levies for the year 2017 to the Washington County Auditor/Treasurer's Office on or before September 30, 2016.

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

Susan St. Ores –  
Connie Carlson –  
Dan Goldston –

Michele Hanson –  
Patrick McGann –

Thereupon said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota, on this 6<sup>th</sup> day of September, 2016.

ATTEST:

\_\_\_\_\_  
Logan Martin, City Administrator

\_\_\_\_\_  
Susan St. Ores, Mayor

**RESOLUTION NO. 16-**

**EXTRACT OF THE MINUTES OF THE CITY COUNCIL MEETING OF THE CITY  
OF BAYPORT, WASHINGTON COUNTY, MINNESOTA  
HELD SEPTEMBER 6, 2016**

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 6<sup>th</sup> day of September, 2016 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 OF THE CITY OF BAYPORT, WASHINGTON COUNTY,  
MINNESOTA, ADOPTING THE PRELIMINARY CITY BUDGET FOR 2017**

WHEREAS, The City of Bayport established a preliminary certification of the City of Bayport's levy at its September 6, 2016 meeting; and

WHEREAS, The City Council of the City of Bayport wishes to establish its preliminary 2017 budget which must be certified to the Washington County Auditor/Treasurer by September 30, 2016.

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

1. Be it resolved that the City Council of the City of Bayport, Washington County, Minnesota, hereby adopts the preliminary city budget for 2017, as presented.

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

Susan St. Ores -	Michele Hanson -
Connie Carlson -	Patrick McGann -
Dan Goldston -	

Thereupon said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota, on this 6<sup>th</sup> day of September, 2016.

ATTEST:

\_\_\_\_\_  
Logan Martin, City Administrator

\_\_\_\_\_  
Susan St. Ores, Mayor

**RESOLUTION NO. 16-**

**EXTRACT OF THE MINUTES OF THE CITY COUNCIL MEETING OF THE CITY  
OF BAYPORT, WASHINGTON COUNTY, MINNESOTA  
HELD SEPTEMBER 6, 2016**

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 6<sup>th</sup> day of September, 2016, 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 OF THE CITY OF BAYPORT, WASHINGTON COUNTY,  
MINNESOTA, ADOPTING THE PRELIMINARY  
CAPITAL IMPROVEMENT PLAN FOR 2017**

WHEREAS, The City of Bayport established a preliminary certification of the City of Bayport's levy at its September 6, 2016 meeting; and

WHEREAS, The City Council of the City of Bayport wishes to establish its Capital Improvement Plan for 2017.

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

1. Be it resolved that the City Council of the City of Bayport, Washington County, Minnesota, hereby adopts the preliminary Capital Improvement Plan for 2017, as distributed.

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

Susan St. Ores -	Michele Hanson -
Connie Carlson -	Patrick McGann -
Dan Goldston -	

Thereupon said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Administrator. Passed by the City Council, City of Bayport, Washington County, Minnesota, on this 6<sup>th</sup> day of September, 2016.

ATTEST:

\_\_\_\_\_  
Logan Martin, City Administrator

\_\_\_\_\_  
Susan St. Ores, Mayor



## ***Bayport Fire Department***

204 N. 3rd Street • Bayport, MN. 55003 • Hall (851) 275-4401 • Fax (851) 275-4402

Date: August 30, 2016

To: Mayor and City Council  
Logan Martin, City Administrator

From: Allen Eisinger, Fire Chief

Re: August Fire Chief's Memo

Through August 30, the monthly call volume is 101. Training consisted of St. Croix Crossing Bridge tour and pumping operations. Fire inspections are ongoing.

### Meetings, Station Tours, Community Events

- City of Maple Plain Fire Department toured the station
- Continued to work with a local resident who has volunteered to assist the department in grant writing/applications
- Participated in two meetings per day with Washington County Emergency Management staff to review Incident Action Planning (IAP) during the Washington County Fair
- Participated in Night to Unite event in Bayport, Oak Park Heights and Baytown
- Continue renovation and training plans for the newly acquired airboat. We anticipate that it will be in service within the next month or so
- Participated in Minnesota Fire Service Foundation Board activities regarding the recent Line of Duty Death (LODD) of two Michigan Firefighters
- Received a \$960.00 grant from Minnesota Board of Firefighting Training and a \$2,500.00 grant from MN DNR
- Purchased a Thermal Imaging Camera for \$3,422.00 with proceeds from our various fund raising events

### Upcoming Events

- Bayport Derby Days
- Participate in 9/11 events with neighboring Fire and EMS Services
- Participate in the Minnesota Fallen Firefighter Memorial Service Sunday, September 25
- Fire Prevention Week is October 9-15 with an Open House at Fire Hall on October 15, 9:00 a.m. – 12:00 p.m.

### Safety Tip

School is back in session and be aware of extra pedestrian traffic around schools. Always be prepared to stop near schools and bus stops to ensure the children have safe travel to and from school.



**Bayport Police Department**  
294 North 3<sup>rd</sup> Street  
Bayport, Minnesota 55003  
Phone: 651-275-4400  
Fax: 651-275-4411

Laura Eastman  
Chief of Police  
  
Jay Jackson  
Sergeant

Date: August 25, 2016  
To: Mayor and City Council  
City Administrator Martin  
From: Police Chief Laura Eastman  
Subject: Police Reports and Updates

### **Past Events**

August 1 and 2: Youth Safety Camp – Officers and Reserves  
August 2: Night To Unite – Officers and Reserves  
August 13: Andersen Corporation Quarter Century Picnic – Officer

### **Upcoming Events**

September 17: Derby Days – Reserves and Officer  
October 25: Halloween event at Croixdale – Reserve Officers  
October 31: Public Safety Open House at former Fire Hall – Officers and Reserves

### **July Call Load (continued)**

23 – 31: Suspicious male, AOA/medical, lift bridge race, property pick up, 911 open line, driving complaint, IRS scam, AOA/complaint DOC, poss. shots fired, medical L1, AOA/damage to property, driving complaint, 4<sup>th</sup> degree dui, verbal domestic, aud. Alarm, poss. Suspicious person, missing wallet, 911 hang up, hit and run report, background library staff, traffic arrest/speed/no POI/warrant, pay box collection x4, intox. Male, park close, theft, unknown situation, damage to vehicle, animal welfare, medical L1, handgun permit to purchase, commercial vehicle inspection, aoa/disturbance, welfare check, theft report, medical L1, AOA/check address, AOA/warrant arrest, park close, after hours susp. activity, found kayak, walk up report susp. activity, park close, speed 64/40, in park after hours, AOA/perimeter, veh. lockout, criminal damage to property, missing child/AOA, felony theft of presc. Medication, medical L3, council packets, DAR, warrant arrest, speed 60/40, driving complaint, park close, altercation/AOA, MAARC report, vacation checks, vehicle crash, open door, animal concern, unwanted male/domestic, park close, rollover unknown inj./AOA, driving complaint, ordinance violation, 911 open line, community event/squad tour, public assist/park questions, suspicious person, medical L1, parking complaint, public assist, animal concern, poss. Abandoned vehicle, alarm, DAR, park close, stop sign, stop sign violations, shots heard.

### **August Call Load**

01 – Medical L1, trespassing notification question, information, damage to property, found keys, harassment, lift assist, ex parte HRO, rec. fire concern, lakeside park close.  
02 – Speed 71/40, susp. person, parking complaint, w/w speed, out of control male.  
03 – Disturbance, craigslist scam, social service referral, scam report, medical L1, animal concern, alarm, handgun permit to purchase, park close.

- 04 – AOA/susp. activity, medical L1, AOA/shots fired/property damage, alarm, civil assist, stop sign violation, No proof ins./w/w stop sign, speed 46/30, child neglect report, AOA/traffic, park close.
- 05 – Business issue, medical, theft report, accident report/stall blocking, unknown situation.
- 06 – Lost dog, altercation, warrant arrest, susp. activity, lakeside park close.
- 07 – 4<sup>th</sup> degree DUI, found cell phone, parking questions, theft report, park close/windows and doors locked, suspicious activity.
- 08 – AOA/unknown situation, erratic driver, vandalism to vehicles, safety camp/K9 demo, night to unite/K9 demo, animal issue, medical L1 x 2, park close, medical L1.
- 09 – Domestic/AOA, parking complaint, driving complaint, alarm, park close.
- 10 – Crime prevention/trunk open, check area, handicap parking, veh. lock out, medical L1, Landlord/tenant issue/civil, civil standby, public assist, AOA/gun pointing, domestic.
- 11 – AOA/susp. activity, alarm, medical L3, DANCO, welfare concern dog in car, lakeside park close, speed 58/40, parking complaint.
- 12 – Commercial vehicle inspection, civil issue, juv. Fighting, fraud report, medical L1, small amount of MJ/drug para, stop sign, susp. activity/AOA, vacation checks, accident, accident minor issues, trespassing 3<sup>rd</sup> party report.
- 13 – Speed 58/40, driver speed 53/40, pass minor consumption, medical L2, officer assist ragnar race, information, w/w crosswalk violation x 2, no DL in poss. Operate unregistered veh., improper use of plates, eviction assist, no proof of ins. w/w more than one dl in poss., w/w drug para, w/w wrong address on DL.
- 14 – Park close, crime prevention x 3, AOA/911 abandoned, speed 60/40, aud. Alarm, DAR/uninsured veh., CSC report, park close.
- 15 – Assist to city hall, assist to other agency, employee theft, Lakeside park close.
- 16 – civil assist, assist business, alarm, ordinance complaint, warrant attempt, check address, park close, speed 59/40, public assist, poss. Attempted break in.
- 17 – Handicap violation, 911 call, medical L1, animal concern, Info only threats, found property/keys, eviction, burg. alarm, civil stand by, neighbor issue, park close, w/w parking where sign are prohibited.
- 18 – unwanted male, crime prevention x 2, medical L, AOA/accident, records request, honor box pick up, w/w speed, medical L3, social services referral, 5<sup>th</sup> degree controlled substance, drug para, small amount.
- 19 – Park close, crime prevention, phone line down, animal assist, business assist, suspicious activity x 2, theft in progress, unwanted female, w/w speed, vehicle lockout x 2, DAR/warrant arrest.
- 20 – Medical L1, DK driver, gross misd. No insurance, damage to property, civil standby, 2<sup>nd</sup> civil standby, aud. Alarm, check welfare, park close, no DL in poss. /W/W speed.
- 21 – Fight in progress/AOA, reckless driving, medical L1/AOA, 5<sup>th</sup> degree controlled substance/flee on foot/minor consumption, animal complaint park close.
- 23 - 31 NA

**Acronym/code:** W/W = Written warning, LOCK OUT = vehicle keys locked in car, DAR = Driving after revocation, DAS = Driving after suspension, NPI/ NO POI = No proof of insurance, DOC = Disorderly conduct, CSC = Criminal Sexual Conduct, NO MN/DL = No Minnesota driver's license, Medical Level = 1 (most severe) 2 (moderate) 3 (mild), Rec'vd OFF/DANCO = Received a fax for an order for protection (OFF) domestic abuse, no contact order (danco) for person in our city, Felony Intro. Of Narc. = Felony level of introduction of narcotics into the prison, uac = underage drinking, AOA/assist Other Agency, 10 -72 = deceased. FDCR- Fail to display current registration, UUMV = unauthorized use of mother vehicle, AOA= Assist other agency, POR= predatory offender verification, watch property protection TC= camera placement, FDRC= fail to display current registration.



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

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Date: August 30, 2016

To: Mayor and City Council  
Logan Martin, City Administrator

From: Mel Horak, Public Works Supervisor

**Re: Public Works Department Update – September City Council Meeting**

During the month of August, the full-time Public Works staff, with assistance from part-time staff, completed the following tasks:

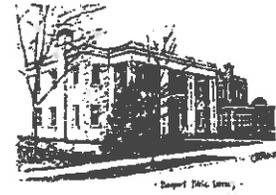
1. Mowed and trimmed city property numerous times
2. Started repainting of white crosswalks and yellow no parking areas throughout the city
3. Continued tree trimming and storm damage tree abatement
4. Provided assistance to numerous civic functions
5. Completed the daily park routine of opening and cleaning the beach house, picnic shelters, grills, beach and shoreline
6. Continued grading alleys and dirt roads
7. Completed ongoing maintenance and repairs to trucks and equipment
8. Installed multiple new water meters, repaired numerous nonfunctioning water meters, and read numerous water meters for final utility billings
9. Performed ongoing operation of water and sewer systems, which includes daily inspections of facilities, water tests, water reports, and attending to system malfunctions

***PUBLIC WORKS MESSAGE OF THE MONTH***

Andersen Elementary School is now in session.  
Please pay extra attention while driving in the vicinity of the school,  
as there is a lot of pedestrian and vehicle activity.

# Bayport Public Library

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582 NORTH FOURTH STREET  
BAYPORT, MINNESOTA 55003  
(651) 275-4416

**Date:** August 29, 2016  
**To:** Mayor and City Council; Logan Martin, City Administrator  
**From:** Jill Smith, Bayport Public Library Director  
**Re:** Bayport Library Update

The Summer Reading Program was a success! We had three programs at the beginning of August. The always popular cooking classes were filled with 21 children learning how to cook healthy snacks, and 52 attended our robot themed end of summer celebration. 20 children completed the Bookawocky Kids Activity Card over the summer and 10 teens completed the Tic Tac Teen activities. We also had 163 Read Write Draw entries returned for a chance to win Twins or State Fair tickets. The book reviews will continue to be on display at the Library. We had a total of 26 programs for children over the summer with 641 in attendance.

We have a new shelver, Hannah Gilsdorf, a junior at Stillwater High School, who has replaced Madeline Vogel. Hannah is doing exceptionally well in her training so far, and she is a wonderful addition to our staff.

We are looking forward to weekly visits again from students at Andersen Elementary. Our goal for this year is to get every eligible student a library card.

The Foundation is planning a Books and Beer fundraiser on Saturday, September 24, from 4:00 pm – 9:00 pm at Lift Bridge Brewing Company in Stillwater. Author Doug Hoverson will speak about his book *Land of Amber Waters* about the history of brewing in Minnesota at 5:00 pm.

Fall classes for adults planned for the Library include:  
Image Editing on the Cheap, Thurs, Sept 15, 2016, 7 pm  
Photos on the Go, Thurs, Oct 6, 2016, 7 pm  
Essential Oils, Wed, Sept 28 at 6 pm and Sat, Oct 8 at 1 pm

We will have a book sale on September 17 as part of Derby Days. We will also have a rubber duck scavenger hunt in the Library throughout the month of September.

I will be attending the Minnesota Library Association Annual Conference in Duluth from September 28-30, and I will be part of three panel presentations: MILE 2017 – Leading for Life, Looking Back to Move Forward: What I Wish I Had Learned in Library School, and 30 in 60: Best Reference Websites.

Thank you for your continued support of the Bayport Public Library!



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

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Date: August 25, 2016  
To: Mayor and City Council  
Logan Martin, City Administrator  
From: Wanda Madsen, Finance Officer  
Re: **Finance Department year-to-date update**

For July through August 2016, the following undertakings were performed:

1. Water Department
  - A. Calculate, collect, and record bills for water/sewer utility billing and maintain updated customer account information. Handle all questions and complaints regarding utility billing.
  - B. Generate a list of delinquent accounts on a quarterly basis, notify customers with delinquent accounts, and arrange payment agreements, in accordance with city policies.
  - C. Communication with Public Works regarding numerous repair issues regarding malfunctioning meters and setting up several new residential meters.
2. Payroll Department
  - A. Maintain a record of all employee benefits, including employee vacation, overtime, and compensatory time, holiday, and sick leave balances.
  - B. Calculate, record, and create reports for all payroll information, including PERA, and deferred retirement withholdings and send remittance to appropriate agencies.
  - C. Coordination with ADP on continued implementation of new payroll software.
3. Maintain the cash receipt drawer, including opening and closing out receipt drawer, adding and verifying receipts, entering receipts into the computer system and preparing deposits.
4. Reconcile monthly bank statements.
5. Prepare monthly summary for the City Council to authorize payment of payables and generate checks for payment, following approval.
6. Prepare and distribute monthly financials reports, budget summaries, and expense and revenue summaries for the City Council and Administrator.



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

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**Date:** August 30, 2016

**To:** Mayor and City Council  
Logan Martin, City Administrator

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

**Re:** **Department Update – September City Council meeting**

### **POTENTIAL PROJECT FOR WASHINGTON COUNTY LAND AND WATER LEGACY PROGRAM (LWLP)**

On August 9, the city entered into a contract with Walker Appraisals to commence appraisal work for the potential LWLP along the St. Croix River which we have been discussing over the past few months. The appraiser has been working with both city staff and the property owners to obtain background information on the parcels and conduct site visits. City Engineer John Parotti has also been working on a cost estimate to extend municipal water and sewer utilities to the parcels, which will be an important factor to consider when establishing a market value for the properties. As a reminder, Washington County has agreed to a 50% cost share for the appraisal, which is anticipated to be completed by October 15. A tentative workshop to discuss appraisal outcomes and next steps for the project is anticipated for November.

### **ELECTIONS**

The city conducted a Primary Election on August 9 to vote on two offices; U.S. Representative for District 4 and Supreme Court Associate Justice 6. Washington County was forecasted to have a 3% voter turnout, but actual results confirmed a 7.3% turnout. Bayport had a total of 90 voters, which is a 7% voter turnout.

Candidate filings closed on August 16 for Bayport Mayor and City Council seats. Incumbent Mayor Susan St. Ores is running unopposed. Incumbent Councilmembers Connie Carlson and Dan Goldston are seeking re-election, challenged by new candidates John Buckley, Brian DeLisle, and Aaron Ochs. All Bayport seats will be elected in the General Election on Tuesday, November 8, 2016. For those unable to vote in person in the General Election, absentee ballots will be available beginning September 23 at the Washington County Government Center in Stillwater or an absentee ballot application can be found on their website to request a ballot by mail.

### **METROPOLITAN COUNCIL COMPREHENSIVE PLAN GRANT**

I have been working with Consultant Planner Dan Licht on a grant application to the Metropolitan Council for funds to assist the city in completing the mandated 2040 Comprehensive Land Use Plan update. Bayport may be eligible for up to \$32,000 in grant funds, which will be awarded in the next few months. An update on the grant will be provided as more information is available.



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

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**Date:** August 29, 2016  
**To:** Honorable Mayor and City Council  
**From:** Logan Martin, City Administrator  
**Re:** **Administration Department Update – September City Council meeting**

### **MUNICIPAL PARKING LOT PROJECT**

Construction of the new municipal parking lot will begin on Tuesday, September 6 (weather permitting). Installation of the necessary storm sewer piping, underground electrical utilities, and required soil corrections / excavation will occur throughout the first two weeks of the project. Once done, the curbing, concrete work, and asphalt surfaces will be installed, and the planting beds along the perimeter of the project will be stabilized and prepared for planting next spring. The project should take approximately 1 month, and no parking will be permitted in the current lot during construction.

### **2017 BUDGET**

The preliminary draft of the 2017 Budget, Levy, and Capital Improvement Plan is now complete and will be considered by the City Council at its September meeting. Overall, the levy reflects a moderate increase of 1.9% (\$20,529), and the budget will be reduced by \$33,026 (1.14%) in 2017 thanks to cost savings and minimal growth throughout the departments. A full discussion of these items will occur at the September meeting, and the Truth in Taxation public hearing will occur on December 5 prior to final budget adoption.

### **ANNUAL DEER HUNT UPDATE**

Staff recently received word that River Valley Deer Management, the group of professional bow hunters that was assisting us with our deer culling efforts over the past two years, is no longer able to provide that service. With the season quickly approaching us, we will make an effort to find a new entity to assist with these efforts and are optimistic that we can find a group to work with. Staff will keep the Council apprised of any developments in this area.

### **UPCOMING MEETINGS AND EVENTS**

September 5	Labor Day	City Offices Closed	
September 6	City Council workshop (moved for holiday)	5pm	City Hall
September 6	City Council meeting (moved for holiday)	6pm	City Hall
September 17	Derby Days	all day	Lakeside Park
September 24	“Books and Beer” for Library Found.	4pm – 9pm	Lift Bridge Brewery
October 3	City Council meeting	6pm	City Hall
October 15	Fire Prevention Open House	9am – 12pm	Fire Hall
October 29	Library’s Spooky Basement	1pm – 3pm	Library
October 31	Public Safety Halloween Event	5pm – 7pm	Old Fire Hall