



CITY OF BAYPORT

294 NORTH 3RD STREET
BAYPORT, MN 55003

NOTICE OF CITY COUNCIL WORKSHOP

***** Please note: There will be no public comment taken at the workshop. *****

NOTICE IS HEREBY GIVEN that the City Council will hold a workshop at Bayport City Hall on Monday, April 3, 2023, at 4:00 p.m. The purpose of the workshop is to review a draft City Administrator employment agreement and discuss staff succession planning for the Administration and Public Works Department, review a draft ballfield use agreement with St. Croix Preparatory Academy for Barker's Alps Park, discuss the potential vacation of a portion of 6th St. N. / Pickett Ave. adjacent to the Minnesota Correctional Facility, and discuss potential relocation of Andersen Elementary School.

Matt Kline, Interim City Administrator



CITY OF BAYPORT

294 NORTH 3RD STREET
BAYPORT, MN 55003

CITY COUNCIL WORKSHOP
Council Chambers, 294 North 3rd Street
April 3, 2023
4:00 p.m.

***** Please note: There will be no public comment taken at the workshop. *****

CALL TO ORDER

BUSINESS

Administration and Public Works Succession Plan

Barker's Alps Ballfield Use Agreement

Pickett Avene Street Vacation

Andersen Elementary School Relocation

ADJOURN



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

Date: March 29, 2023
To: Mayor and City Council
From: Matt Kline, Interim City Administrator
Subject: Consider appointment of Matt Kline as City Administrator

BACKGROUND

In January, the City Council appointed me as the Interim City Administrator upon the resignation of Adam Bell. It was estimated that the initial interim period would last 2-3 months, at which time the City Council and I would mutually discuss whether to appoint me to serve as the permanent City Administrator.

A workshop will be held at 4:00 p.m. on April 3 to discuss the City Administrator appointment and draft employment agreement in detail, as well as succession planning for the Public Works Department. Both of these items will be included on the regular meeting agenda following the workshop for formal action. If you have questions or would like to discuss either of these items further, please feel free to contact me directly.

RECOMMENDATION

Staff recommends that the City Council adopt a motion on the City Administrator appointment based on the evaluation of the interim performance and workshop discussion.



CITY OF BAYPORT

294 NORTH 3RD STREET
BAYPORT, MN 55003

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of April 3, 2023, made by and between the City of Bayport, a municipal corporation of the State of Minnesota, herein referred to as “City”, and Matt Kline, herein referred to as “Employee.”

The parties agree as follows:

1. **EMPLOYMENT.** The City agrees to employ the Employee as its City Administrator. The Employee agrees to serve as the City Administrator in accordance with the attached position description and to perform other legally permissible duties and functions as the City Council shall assign from time to time. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, for any reason, subject only to the provisions of this Agreement. Furthermore, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position, subject only to the provisions of this Agreement, and a thirty (30) day written notice to the City Council.
2. **HOURS OF WORK.** The Employee will retain a work schedule during typical business hours, assuming that the schedule is adequate to perform general day-to-day duties as City Administrator. It is understood that the position of City Administrator may require extended work hours outside of the required forty (40) hour work week. This work may include, but is not limited to, attendance at regular City Council meetings, workshops, and other special committee and commission meetings related to city business, which may occur outside of regular business hours. It is understood by the Employee that additional compensation (i.e., overtime pay) shall not be allowed for such additional expenditures of time. It is further understood that the Employee may absent himself from the office to a reasonable extent in consideration of these extraordinary time expenditures, and that said compensatory time shall be documented from time to time.
3. **COMPENSATION AND BENEFITS.** The City agrees to pay Employee a base salary consistent with Grade 14, Step 7 of the city’s compensation schedule beginning on the commencement date of this agreement on a biweekly basis. The Employee shall retain an employment anniversary date consistent with his original hire date of January 7, 2017. In addition to salary, the Employee shall continue to receive all of the benefits currently provided to him as a full-time employee in accordance with the City Personnel Policy, including, but not limited to Public Employee Retirement Association (PERA) and health savings contributions, medical, dental, life and disability insurance, vacation, sick, holiday, and other leaves from work. It is understood that the Employee currently has accrued sick and vacation leave and this accrual will carry over to the City Administrator position. It is also understood that the Employee will continue to accrue vacation consistent with 20 years of service agreed to by a Memorandum of Understanding executed upon employment with the City in 2017. The Employee may not carry over from one year to the next more vacation than earned in 1.5 calendar years.
4. **PERFORMANCE GOALS AND EVALUATION.** The City Council shall define such goals and performance objectives which the City Council determines is necessary for the proper operation of the

City. Such goals and objectives will be reasonably attainable within the time limitations established and within the fiscal constraints of the annual operating and capital budgets and appropriations adopted by the City Council. The City Council should provide Employee, at a minimum, an annual salary and performance evaluation prior to his anniversary date. The City Council shall provide an adequate opportunity for Employee to discuss his evaluation with the City Council.

5. **MEMBERSHIP DUES AND PROFESSIONAL DEVELOPMENT.** The City agrees to budget and pay membership dues for the Employee that are necessary for continued participation in national, regional, state, local, and civic associations, and necessary and desirable for the Employee's continued professional participation, growth, and advancement in accordance with the City Personnel Policy. The City agrees to pay reasonable expenses appropriate to continue professional development of the Employee, including, but not limited to training and conferences most commonly affiliated with organizations such as International City/County Management Association (ICMA), Minnesota City/County Management Association, and League of Minnesota Cities (LMC) in accordance with the City Personnel Policy. The Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development expenses are subject to approval by the City Council under the normal budget review and approval process. With respect to civic club membership as a part of professional development and/or community engagement and participation, the City recognizes the desirability of representation in local, civic, and other organizations. The Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by him and the City Council, at the City's expense. Such memberships must be budgeted by the City Council under the normal budget process.
6. **GENERAL EXPENSES.** The City shall reimburse the Employee for miscellaneous job-related expenses which are anticipated to be incurred by the Employee from time to time in accordance with the City Personnel Policy. The Employee shall be paid a monthly allowance of \$50.00 for use of his personal phone for City business.
7. **TERMINATION.** In the event that the Employee is terminated by the City during such time that the Employee is willing and able to perform the duties of City Administrator, the City agrees to pay the Employee at the time of receipt of his last paycheck, a lump sum cash payment equal to three (3) months aggregate salary. However, in the event the Employee is terminated because of misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to the Employee, then the City shall have no obligation to pay termination benefits.

If the City, at any time during the employment term, reduces the salary or other financial benefits of the Employee in a greater percentage than a concurrent across-the-board reduction for all non-union employees, or if the City refuses, following written notice, to comply with any other provisions of this Agreement benefiting the Employee or the Employee resigns following a formal suggestion by the City, then the Employee may, at his option, be deemed to be terminated on the effective date of the Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above. The Employee shall not receive any termination benefits should he resign on his own free will or to accept another employment opportunity.

8. **INDEMNIFICATION.**
In accordance with the laws of the State of Minnesota, the City shall defend, hold harmless and indemnify the Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Administrator. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment resulting therefrom. The obligation to defend and indemnify the Employee shall survive the termination or expiration of this Agreement as to liability incurred during the term hereof.
9. **LAWS, JURISDICTION, AND VENUE.** This Agreement is entered into and shall be construed and

governed in accordance with laws of the State of Minnesota and any legal action arising therefrom shall be venued in Washington County, State of Minnesota.

10. **GENERAL PROVISIONS.** This Agreement may not be amended, modified, or supplemented in any manner except by written instrument signed by each party hereto. Except as otherwise provided in this Agreement, all provisions of the City Personnel Policy and the Bayport Municipal Code of Ordinances apply to the Employee as they would to other non-union employees of the City. The text herein shall constitute the entire Agreement between the parties. It is not assignable by either party. If any provision, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

11. **NOTICES.** Any notice required or permitted by this Agreement shall be given, in writing, and by personal delivery or prepaid first class, registered or certified mail, and addressed as follows:

TO CITY: Bayport City Attorney
 Eckberg, Lammers, Briggs, Wolff, and Vierling P.L.L.P.
 1809 Northwestern Avenue
 Stillwater, MN 55082

TO EMPLOYEE: Matthew Kline
 City Administrator
 City of Bayport
 294 North 3rd Street
 Bayport, MN 55003

Any such notices shall be deemed given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed on behalf of its Mayor, and the Employee has signed and executed this Agreement, on the day and year below written.

Date: April ___, 2023.

EMPLOYER:

By: _____
Its: Mayor

By: _____
Its: City Attorney (As To Form)

Date: April ___, 2023.

EMPLOYEE:

Matthew Kline



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

Date: March 27, 2023
To: Mayor and City Council
From: Matt Kline, Interim City Administrator
Sara Taylor, Assistant City Administrator/Planner
Subject: Barker's Alps Park Ballfield Use Agreement with St. Croix Preparatory Academy

BACKGROUND

In late 2021, the City Council approved a partnership with St. Croix Preparatory Academy (SCPA) for the purchase and installation of a SportaFence temporary ballfield fence system for Barker's Alps Park. The purpose of the fence was to better define the boundary of the outfield for players during ball season and allow flexibility for the fence panels to be removed to accommodate winter sledding and other open space park activities off-season. The SportaFence was determined to be the best system to meet the objectives of SCPA and Valley Athletic Association and was easiest to install, remove, and store to retain multi-purpose use of the park/field area.

As part of the approval for the SportaFence, the City Council suggested the city develop a written use agreement which outlines the ballfield use and maintenance expectations of both the city and the SCPA, as no formal agreement had ever been implemented. Due to staffing changes at both the city and SCPA, execution of this agreement had been delayed, but is now finally ready for City Council consideration. The agreement has been reviewed by the city attorney and is recommended for approval. The agreement has not yet been vetted by SCPA.

RECOMMENDATION

Staff recommends that the City Council adopt a motion approving a Ballfield Use Agreement with St. Croix Preparatory Academy for Barker's Alps Park and authorizing staff to execute the agreement.



CITY OF BAYPORT

294 NORTH 3RD STREET
BAYPORT, MN 55003

Barker's Alps Park Ballfield Use Agreement

This ballfield use agreement ("Agreement") is entered into this _____ day of _____, 2023 by and between the City of Bayport ("City") and St. Croix Preparatory Academy ("Academy"), collectively referred to as ("Parties").

WHEREAS, the City is a municipality duly authorized to conduct business within the State of Minnesota; and

WHEREAS, the Academy is a charter school registered and duly authorized to conduct business within the State of Minnesota; and

WHEREAS, the City is responsible for overseeing the use of its park properties, including athletic fields; and

WHEREAS, the Parties have a mutual understanding regarding field use and maintenance and desire to formalize this understanding in document form; and

WHEREAS, the Parties desire to continue the mutual understanding in regards to field use and maintenance and have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties do hereby agree as follows:

ARTICLE I. TERM AND TERMINATION

This agreement shall be effective upon the date first written above ("Effective Date"). The term of this agreement shall begin on the Effective Date and renew annually on the same day unless terminated by either party by providing ninety (90) days written notice of termination prior to the annual renewal date. Notwithstanding the foregoing, either Party may terminate this agreement at any time, with or without cause, by delivering notice of termination to the other Party no less than ninety (90) days prior to the date of termination unless otherwise mutually agreed by the Parties.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. ACADEMY OBLIGATIONS

A. RESERVATIONS. The Academy is required to reserve the ballfields in accordance with the City park reservation policy and procedure no later than January 31 for the calendar year.

- B. STORAGE.** The Academy shall be allowed one small storage unit per ballfield, approved by the City, to store miscellaneous equipment related specifically to maintenance and use. With the exemption of a field drag, all equipment shall be stored within the storage unit or removed from the park when not in use.
- C. PORTABLE OUTFIELD FENCE.** The Academy shall be allowed to place portable fence panels to contain equipment and users in the outfield. The Academy shall be responsible for annual installation, removal, and in-season storage of the fence panels on racks and pallets provided by the City during the spring, summer, and fall.
- D. MAINTENANCE.** The Academy shall be responsible for the following ballfield maintenance obligations:
 - 1. General Care.** The Academy shall maintain fields and surrounding park areas free of trash, equipment, game accessories, and similar fixtures.
 - 2. Infield.** The Academy shall be responsible for dragging the fields on a reasonable basis to control vegetative growth from March 1 to August 1. Field dragging shall be a shared responsibility and coordinated with other sanctioned field users. The Academy shall prepare fields for winterization, including a final field dragging, site cleanup, and base pad removal.
 - 3. Facilities.** The Academy shall maintain dugouts, pitching mounds, batting cages, and storage units in good working condition. The Academy shall provide a clean and well-maintained tarp weighted internally or externally with flat concrete blocks to protect the pitching mound from the elements.

ARTICLE IV. BAYPORT OBLIGATIONS

- A. PORTABLE OUTFIELD FENCE.** The City shall furnish racks and pallets for storage of the portable fence. The City will store the racks, pallets, and fence panels off-season during the winter and deliver to the ballfield area for setup in spring and removal in fall by the Academy.
- B. MAINTENANCE.** The City shall be responsible for the following ballfield maintenance obligations:
 - 1. General Care.** The City shall provide general maintenance for park grounds and facilities, including but not limited to mowing, trimming, fertilizing, weed control, and rodent control in accordance with its ordinary maintenance of all City parks.
 - 2. Infield.** The City shall provide infield dirt on an as needed basis as determined upon mutual inspection by the Parties. The City shall provide field dragging maintenance from August 1 to the end of season winterization by the Academy.

ARTICLE V. UPGRADES

Any future upgrades to the ballfield and surrounding park area proposed by the Academy shall be presented to the City for approval by the City Council. Basic maintenance and upkeep covered within this agreement do not qualify as upgrades.

ARTICLE VI. PROPERTY AND INDEMNITY

- A. RISK OF LOSS.** The Academy specifically acknowledges and agrees to assume any and all risk related to the use of Barker's Alps ballfields, the storage units, and adjacent park property under this Agreement. The City shall not be liable for loss associated with or related to the Academy's use of ballfields, storage units, or park property made available to the Academy under this agreement, including but not limited to theft, loss, or damage to equipment or other personal property.

- B. INDEMNIFICATION.** Further, the Academy shall indemnify, defend, and hold harmless the City and its elected officials, employees, and agents from any and all direct financial losses, including reasonable attorney's fees, finally awarded for the benefit of a third party incurred by the City to the extent arising out of, or alleged to have arisen out of, any and all third-party claims for (a) any negligent or unauthorized act, willful misconduct, violation of law, or error or omission by the Academy or its managers, officers, employees, or agents related to or resulting from the use of Barker's Alps Park or otherwise arising under this Agreement and (b) any negligent or unauthorized act willful misconduct, violation of law, or error or omission by any of the Academy's participants. The City shall give the Academy prompt written notice of any claim of the City or its elected or appointed officials, employees, or agents against the Academy hereunder, specifically including, but not limited to, notice of any claim, demand, action, controversy, or suit which may give rise to a claim for indemnification of the City or its elected or appointed officials, employees, or agents by the Academy hereunder.
- C. INSURANCE.** The Academy shall provide to the City an insurance certificate, issued by an insurance company of good standing and authorized to do business in Minnesota, evidencing the following policies and limits of liability: Commercial General Liability in an amount not less than \$2,000,000 per occurrence. The insurance requirements may be met through any combination of primary insurance and umbrella/excess insurance. Prior to the Effective Date of the Agreement, and thereafter at any time as reasonably requested by the City, the Academy will furnish the City with Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements. The City must be named as an additional insured on the Commercial General Liability Certificate of Insurance. Any policy obtained and maintained under this section shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' notice thereof to the City.

ARTICLE VII. GENERAL TERMS

- A. WAIVERS.** No waiver of any condition or covenant in this Agreement by the Parties shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.
- B. SUCCESSORS AND ASSIGNS.** This agreement shall be solely for the benefit of the Parties and shall not be deemed to be for the benefit of any third party. The rights and obligations contained in the Agreement may not be assigned by the Academy without the express prior written consent of the City.
- C. IMPAIRMENT OF USE.** In the event that the City shall be delayed or hindered in or prevented from doing or performing any act required in this Agreement by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control, the City shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay.
- D. SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall not affect or impair the validity of any other provision.
- E. AUTHORITY TO SIGN.** Each of the persons signing below on behalf of any party hereby represents and warrants that the signing party is executing this Agreement with full and complete authority to bind the party on whose behalf of whom the signor is signing, to each and every term of this Agreement.
- F. ENTIRE AGREEMENT.** This Agreement contains a complete expression of the Parties and there are no promises, representations, or inducements except such as are herein provided. Except as otherwise expressly provided herein, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the Agreement of the Parties.
- G. AMENDMENTS.** This Agreement may be amended only by written, mutual consent of the Parties.

H. NOTICES. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the Parties at the following addresses:

If to Bayport:

City of Bayport
Attn: City Administrator
294 3rd Street North
Bayport, MN 55003

If to Academy:

St Croix Preparatory Academy
Attn: Athletic Director
4260 Stagecoach Trail North
Stillwater, MN 55082

- I. CIVIL RIGHTS AND NON-DISCRIMINATION.** The provisions of Minn. Stat. § 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any agreement entered into by the parties with any contractor subcontractor, or material suppliers.
- J. DATA PRACTICES.** All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by Minn. Stat. 13.01, or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.
- K. GOVERNING LAW AND VENUE.** All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of Washington.
- L. HEADINGS.** The headings of the several sections contained herein are for convenience only and do not define, limit, or construe the content of such sections.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, City and Academy have signed this Agreement. Counterparts have been delivered to City and Academy. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY:

City of Bayport

By: Michelle Hanson
Its: Mayor

By: Matthew Kline
Its: City Administartor

ACADEMY:

St. Croix Preparatory Academy

By:
Its:



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

Date: March 26, 2023

To: Mayor and City Council

From: Matt Kline, Interim City Administrator

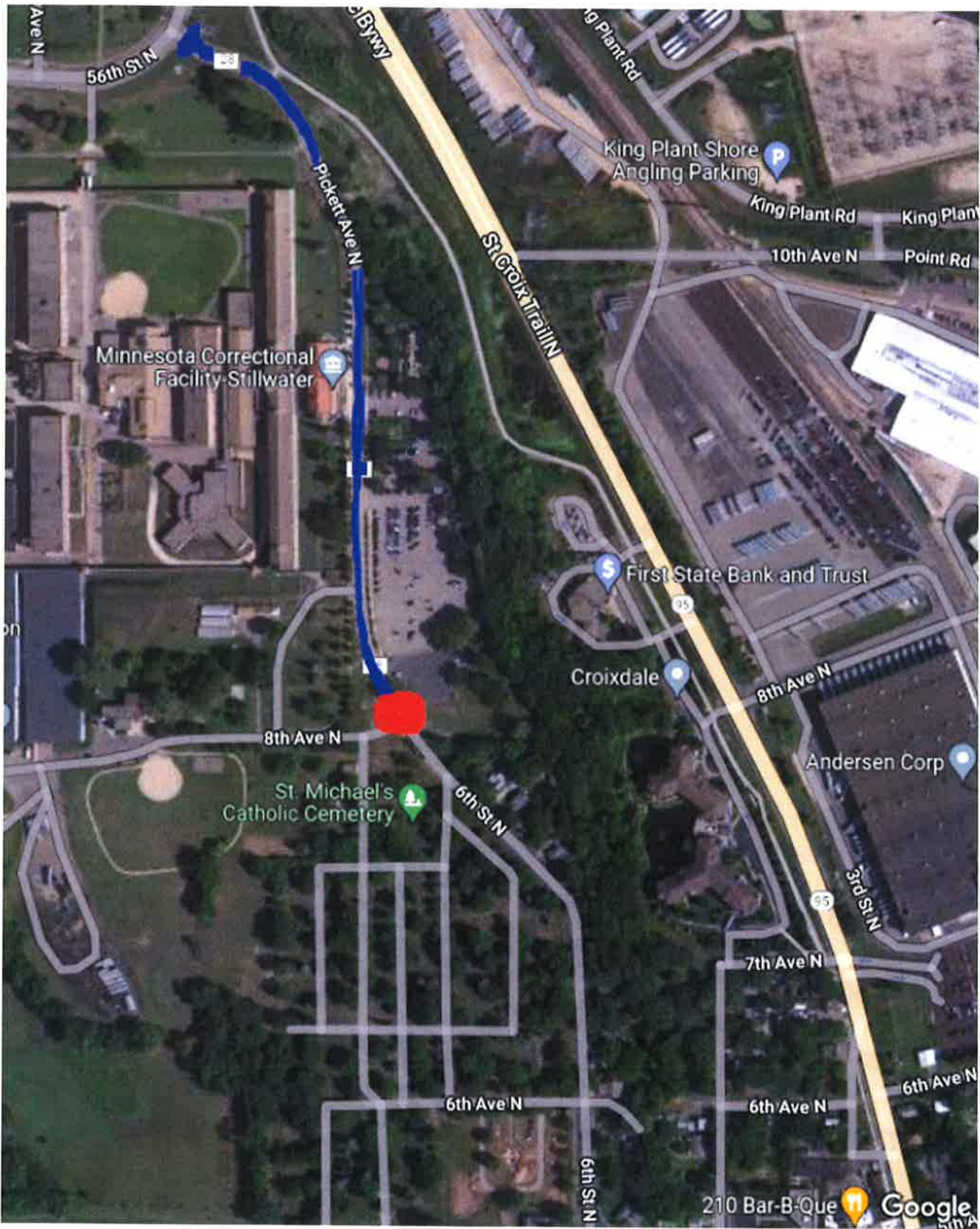
Re: Discuss vacating a portion of Pickett Avenue

BACKGROUND

The Minnesota Department of Corrections (DOC) has approached the city regarding the possibility of vacating a portion of Pickett Ave. adjacent to correctional facility. The vacation would increase safety by allowing the facility to better control visitors. Currently, the Bayport facility is the only location in Minnesota with a public street that provides direct access to the entry of the building, which makes shutdowns and crowd control very challenging. As proposed, 6th St. N. would become a cul-de-sac where the street becomes Pickett Ave. adjacent to the correctional facility, resulting in Pickett Ave. becoming a private drive as opposed to a public street (see attached map). All infrastructure and related costs for the vacation would be paid by the DOC.

Staff attempted to coordinate a survey of the residents along 6th St. N. to solicit their opinions on the potential street vacation and closure. The results were a mixed bag of endorsement and objections (see attached responses/petitions). Specific to the petition, it should be noted that there is significant misinformation within the petition language. Item #2 is not accurate in that emergency responses would not be adversely affected by the vacation. Item #3 is not accurate in that snow removal may actually be quicker if the street is reduced in length. Item #1 is accurate in that it would not allow access from the north. Staff was hoping that the survey would be more pronounced either for or against the vacation. Chief Eastman will be available to address questions at the April 3 workshop regarding communication with residents. It should be noted that Chief is in favor of the vacation as it reduces the potential for protests and/or demonstrations at the DOC entrance.

At this point, staff is seeking direction from the City Council on whether there is support to pursue the vacation. If so, staff would recommend a joint workshop with the DOC to discuss the vacation process further and potential conditions the City Council and/or staff may like to require as part of the vacation, such as such as a pedestrian/bike access, trail connections, and utility easements. It should be noted that street vacations require a public hearing, so property owners/residents would have an opportunity to provide further input at that time.





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

Date: June 29, 2022

To: Residents of sixth Street North

From: City Administrator Adam Bell
Police Chief Laura Eastman

Subject: The potential vacation of sixth (6th) Street North

The Department of Correction (DOC) has approached the City of Bayport and they have requested a vacation of a portion of sixth street north. This discussion is in a preliminary stage and the city is simply having conversation with the DOC regarding this request. It should be noted, *that no action has been taken and no decision has been made.* The DOC's primary goal would be to better secure and control the area in front of the facility.

A street vacation, is also known as a vacation of public access; which is a type of easement in which a government/City transfers the right-of-way of a public street to a private property owner or in this case to the State of Minnesota. If approved, there would not be public access in front of the prison. Essentially, sixth street north would dead end into a cul-de-sac prior to the DOC's south parking lot.

Again, this is very preliminary and the city is reaching out to residents whom reside on sixth street north to garner your opinion, on whether you would support or oppose this vacation.

Please reach out to the following City staff with questions or comments.
abell@ci.bayport.mn.us or leastman@ci.bayport.mn.us.

In Service,

Adam R. Bell

City Administrator
City of Bayport
294 North 3rd Street
Bayport, MN 55003
651-275-4404 | abell@ci.bayport.mn.us
<http://www.ci.bayport.mn.us/>



July 26, 2022

Dear Mr Bell –

This petition is in response to your letter to residents of 6th Street North Bayport, MN.

We the undersigned strongly object to the closing and vacation of 6th St. and ceding its closure to the State for the following reasons:

- 1) Denies residents and property owners ease of access to our property from the north
- 2) Imposes safety concerns for emergency vehicles (eg ambulance, firetruck, police) are unable to quickly reach residents
- 3) Impairs rapid and efficient snow removal from public street and right of ways.

Sincerely,

Dwayne Nelson

Dwayne Nelson owner 6th street

NAME

ADDRESS

Michael P. McDonough

641 6th St. N.

Bayport MN.

55003

649 No. 6th St.

Director

Willson Austin

625 6th ST. N.

*Susan Lynsley
Johnson*

705-6th St N

776 6th St.

Bob Sehn

615 6th St. N.

607 6th St N.

Lisa Corbuck

615 6th St. N

Brian Feilberg

615 6th St. N

Therese M. Watz

633 6th St. N.

NAME

ADDRESS

Robert Vernon R ~~07/4~~

CHRIS EARNEY

657 6th St.

665 NO 6th St.

Matt Kline

From: Matt Kline on behalf of Adam Bell
Sent: Wednesday, March 22, 2023 9:09 PM
To: Matt Kline
Subject: FW: closing part of 6th St N

Matthew Kline, MPA
Public Works Director
City of Bayport
651-275-4410 (Office)
651-253-3263 (Cell)

From: SUSAN LYNSKEY <susanellen423@comcast.net>
Sent: Sunday, July 31, 2022 12:11 PM
To: Adam Bell <abell@ci.bayport.mn.us>
Subject: closing part of 6th St N

Mr Bell

I just received from a neighbor the proposed closing of 6th St N/Pickett. I would like to express my concern as a resident since November. If this street is closed off it would cause the few houses on this road to travel several miles out of the way to exit our area or have to go on an uncontrolled entrance onto the busy 95, which gets busy and unable to safely turn left during certain times of the day.

As to the busy street it is not that busy just a few cars each day. Are the residents a bother to the prison.

Thank you for your time

Susan Lynskey
705 6th St N

Matt Kline

From: Matt Kline on behalf of Adam Bell
Sent: Wednesday, March 22, 2023 9:12 PM
To: Matt Kline
Subject: FW: Possible vacation of 6th St. N.

Matthew Kline, MPA
Public Works Director
City of Bayport
651-275-4410 (Office)
651-253-3263 (Cell)

From: Mick Lynskey <Mick@lynskeyclark.com>
Sent: Thursday, July 14, 2022 2:28 PM
To: Adam Bell <abell@ci.bayport.mn.us>
Subject: Possible vacation of 6th St. N.

Hey Adam-

Received your letter on this matter. Feel free to put it on the record that I, the owner of 705/715 6th Street North, am fine with the DOC's request. Makes sense to me why they would want to do that. I am supportive. Let me know if you need anything from me.

Thanks,

Mick Lynskey
Owner/Sales Associate

Lynskey & Clark

PO Box 36, 118 S. Main Street
Stillwater, MN 55082

Office: 651-439-1412
Cell: 651-210-0075
Fax: 651-439-8071
E-mail: mick@lynskeyclark.com