

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, AUGUST 18, 2020 7 p.m.
AGENDA

- 1 CALL TO ORDER/ROLL CALL
- 2 MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
- 3 APPROVAL OF AGENDA
- 4 PUBLIC COMMENT

PUBLIC ACCESS INSTRUCTIONS

Dial: 1-929-436-2866
Meeting I.D: 923 9562 9143
Passcode: 158550

Those wishing to speak must state their name and address for the record after they **announce their name and address over the phone or the City Manager reads a Resident Request Form**. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period, unless the item is already on the agenda for action. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

5 REQUESTS AND PRESENTATIONS

6 CONSENT AGENDA

- A. Minutes – August 5 Work Session & Regular Council Meeting Minutes
- B. Payroll & Expenditures
- C. RCCA: Professional Services – Brown Ave/Well #2 Improvements
- D. Approval of Contract Payment: Heselton Construction/3rd St Project
- E. RCCA: COVID-19 Grant Relief Program
- F. Accepting Roy Srp's resignation from the Planning Commission
- G. Accepting Application & Appointing Tom Glaser to the Planning Commission
- H. Resolution 20-35: Awarding Crack and Seal Coating Project

7 ACTION AGENDA

- A. Public Hearing : Resolution 20-33 – Tax Abatement for Conagra Foods (Birds Eye)
- B. Public Hearing : Ordinance 1076 – Franchise Agreement with Mediacom
- C. Public Hearing : Ordinance 1077 – Franchise Agreement with Consolodated Communications
- D. COVID-19 Grant Relief Program Special Meeting: Discuss date for special meeting

8 REPORTS

- A. City Manager's Report
- B. Commission Reports

9 ANNOUNCEMENTS

10 ADJOURNMENT

**Notice of ALL Meetings of the
Waseca City Council
By Telephone and Electronic Means**

Pursuant to Minn. Stat. § 13D.021, subd. 1(1) I, Lee Mattson, City Manager of the City of Waseca, Minnesota, determined that in-person meetings of the Waseca City Council are not prudent during the COVID-19 health pandemic/peacetime emergency declared by the Governor's Executive Order No. 20-01 under Minn. Stat., Ch. 12. **As such, the Waseca City Council's meetings during such states of emergency, beginning with the Local Board of Appeal and Equalization meeting scheduled to occur at 7 p.m. on April 6, 2020, and all regular City Council meetings held on the 1st and 3rd Tuesday of the month at 7 p.m. will be held by telephone / other electronic means such as video conferencing, any or all member(s) of the Council may potentially attend such meeting by phone or electronic device.** A schedule of the Council's regular meetings is available in the City Clerk's office or on the City Website.

Additionally, I determine the presence of the public at the regular meeting location is not feasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(3).

Finally, I determine that the presence of at least one member of the body, chief legal counsel, or chief administrative officer at the regular meeting location is unfeasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(4).

Members of the public may monitor the meeting electronically from a remote location by dialing a conference number and entering a conference code; listening to a live audio stream available at a website or obtaining a link by email. Information on accessing each meeting remotely will be provided on the meeting's agenda. The City may require the person making a connection to pay for the documented additional cost that the body incurs as a result of the additional connection.

THIS NOTICE OF REGULAR MEETING BY TELEPHONE OR OTHER ELECTRONIC MEANS IS GIVEN PURSUANT TO MINN. STAT. § 13D.04, subd. 2.

Dated: April 2, 2020


Lee Mattson, Waseca City Manager

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
WEDNESDAY, AUGUST 5, 2020

6A

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m. The meeting was held electronically, due to COVID-19.

Councilmembers Present: Mayor Roy Srp Larry Johnson
Daren Arndt Les Tlougan
Jeremy Conrath Mark Christiansen
Allan Rose

Councilmembers Absent: None

Staff Present: Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Carl Sonnenberg, Utilities & PW Director

Others Present: Sophia Hoiseth, Lead for MN Fellow
Ron Lafond, Engineer for Stantec

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

- 2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

- 3 Staff asked to remove item 6E: Board Application for Airport Board.

It was moved by Arndt, seconded by Rose to approve the agenda as amended. Roll call 7-0.
Motion carried.

PUBLIC COMMENT

- 4 None.

REQUESTS AND PRESENTATIONS

5. N/A

CONSENT AGENDA

- 6 It was moved by Conrath, seconded by Tlougan, to approve the Consent Agenda as amended.
Roll call 7-0. The motion carried.

- A. Minutes – July 16 Special Meeting Minutes, July 21 Work Session Minutes, July 21 Council Minutes
- B. Payroll & Expenditures

- C. Contract Payment to RAW Construction – 2020-01 Payment #2
- D. RCCA 20-33 – Resolution Authorizing the City Manager to Execute and Agreement with TKDA for Airport Engineering Professional Services

ACTION AGENDA

7 A. Public Hearing: Resolution 20-30 – Sanitary Sewer System Improvement Plan

Mr. Lafond gave an I & I presentation regarding the Sanitary Sewer Improvement Project. This showed issues inside the sewer system and that 30% of the system ranked as high focus for new lining. There will be two phases on this project which phase one (1) will be 2021-2023 and phase two (2) will be 2024 and beyond.

A Public Hearing was held at 7:28 p.m. and closed at 7:29 p.m. No comments were made.

It was moved by Tlougan, seconded by Christiansen to approve Resolution 20-30. Roll call 7-0. The motion carried.

B. Resolution 20-34: Receiving Bids and Awarding Contract for 2020 NE Trail – Bridge Project City Project No. 2020-06

Mr. Mattson informed Council that the next step in the bridge project is the installation of the bridge including supporting concrete. The lowest bid received was for \$92,207.00 and was awarded to Veit, which is a company based out of Minneapolis.

It was moved by Christiansen, seconded by Rose to approve Resolution 20-34. Roll call 7-0. The motion carried.

C. RCCA: CARES Act Funds Allocation

City Manager Mattson gave information to the Council regarding the CARES Act Funding. The City would like Council to approve allocating certain funds to the following programs:

- COVID-19 Utility Assistance Program
- Staff Telework Capabilities
- EDA Reimbursement for COVID-19 Revolving Loans
- Additional Expenses

The City has until November 15, 2020 to expend the remaining \$95,457 from the CARES Act Funding.

It was moved by Arndt, seconded by Srp to approve the allocation of funds. Roll call 7-0, motion carried.

REPORTS

8. A. **City Manager's Report**

- Liquor Violation Training has been completed by two licensees
- Interviews have continued for the Recovery Coordinator Position
- City Engineer Interviews will begin next week
- N.E. Trail Bridge Installation process is going well
- Sophia Hoiseth will be the new Fellow working in City Hall

B Commission Reports

- HPC
 - Discussed downtown Historic District Signage
 - Talked about how to revitalize the Walking Tour and incorporate the Downtown
 - Coming up with ideas on how to use QR Codes for the walking tour
- Park Board
 - Continued with Dog Park location discussions
 - Listened to a presentation from Bruce Chamberlan
 - Had talks about Tink Larson Community Field Dugouts

ANNOUNCEMENTS

Tlougan - Marching Classic for 2020 has been cancelled & Primary Elections are 8/11/20.
Srp – Waseca is fortunate to have people from Lead For America. They are energetic and I enjoy working with them. COVID-19 will get better, hang in there Waseca.

ADJOURNMENT

- 10 There being no further business to be brought before the Council, it was moved by Arndt, seconded by Tlougan, to adjourn the meeting at 8:01 p.m.; Roll call, 7-0. Motion carried.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
WEDNESDAY, AUGUST 5, 2020

The work session began at 6:00 p.m. virtually.

Councilmembers present:	Roy Srp	Larry Johnson
	Allan Rose	Mark Christiansen
	Jeremy Conrath	Les Tloughan
	Daren Arndt	

Staff present:	Lee Mattson, City Manager
	Mike Anderson, Assistant to the City Manager
	Carl Sonnenberg, Utilities & Public Works Director
	Alicia Fischer, Finance Director
	Tom Kellogg, City Engineer

Special Revenue Funds: Budget Discussion

The Work Session began at 6:00 P.M.

Finance Director Fischer began the work session by introducing all of the Special Revenue Funds which included:

- Clear Lake Press Fund
- Waseca Rehab Fund
- Heritage Preservation Fund
- P.D. Forfeitures
- Fire Relief
- TIF
- Police Reserves
- Safe Haven
- PEG
- Airport

Finance Director Fischer went into more detail regarding the Airport, Save Haven, and PEG Funds. The City Council discussed the funds with Finance Director Fischer and had no issues after the conversations. There being no further discussion and no action taken, the work session ended at 6:37 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Micah Fischer

6B

LIST OF EXPENDITURES

August 18, 2020

Lee A. Miller

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City Council	0.00	
Streets	28,055.59	
Parks	15,411.35	
Wastewater	10,851.07	
Utility Administration	4,709.63	
Utility Billing	7,756.94	
Electric	13,700.54	
Water	6,873.51	
Building and Code Compliance	2,673.51	
Police	59,109.85	
Administration	7,135.16	
Community Aides	0.00	
Fire	8,043.27	
Paid On Call Fire Department	4,472.67	
Election Judges	0.00	
PEG	0.00	
Finance	9,966.33	
Connections	2,309.56	
Community Development	5,260.44	
Engineering	18,544.01	
Recreation	2,050.71	
Econ Development	<u>2,785.35</u>	
 Total Gross Payroll	 209,709.49	
 *Less- Payroll Deductions	 <u>(71,296.33)</u>	
 Net Payroll Cost		\$ 138,413.16

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
July 30, 2020-August 14, 2020
Includes check #'s 155460-155550
Bank ACH Withdrawals.....2,120,601.67

GRAND TOTAL EXPENDITURES \$ 2,259,014.83

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
08/12/2020	82012	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 8/9/2020	101-21701-0000	19,977.95	M
Total 101217010000:					19,977.95	
08/13/2020	82006	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 8/9/2020	101-21702-0000	9,024.98	M
Total 101217020000:					9,024.98	
08/12/2020	82012	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 8/9/2020	101-21703-0000	8,730.28	M
08/12/2020	82012	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 8/9/2020	101-21703-0000	8,690.07	M
Total 101217030000:					17,420.35	
08/12/2020	82007	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 8/9/2020	101-21704-0000	1,383.80	M
08/12/2020	82007	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 8/9/2020	101-21704-0000	8,994.78	M
08/12/2020	82007	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 8/9/2020	101-21704-0000	7,268.10	M
08/12/2020	82007	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 8/9/2020	101-21704-0000	8,994.78	M
08/12/2020	82007	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 8/9/2020	101-21704-0000	10,902.17	M
Total 101217040000:					37,543.63	
08/12/2020	82008	IBEW	IBEW UNION DUES Pay Period: 8/9/2020	101-21707-0000	319.28	M
08/13/2020	82008	IBEW	IBEW UNION DUES Pay Period: 8/9/2020	101-21707-0000	319.28	V
08/13/2020	155468	IBEW	IBEW UNION DUES Pay Period: 8/9/2020	101-21707-0000	319.28	
08/13/2020	155469	IUOE Local #70	FIRE UNION DUES Pay Period: 8/9/2020	101-21707-0000	133.78	
08/13/2020	82009	IUOE Local #70	FIRE UNION DUES Pay Period: 8/9/2020	101-21707-0000	133.78	V
08/12/2020	82009	IUOE Local #70	FIRE UNION DUES Pay Period: 8/9/2020	101-21707-0000	133.78	M
08/12/2020	82009	IUOE Local #70	IUOE UNION DUES Pay Period: 8/9/2020	101-21707-0000	606.36	M
08/13/2020	82009	IUOE Local #70	IUOE UNION DUES Pay Period: 8/9/2020	101-21707-0000	606.36	V
08/13/2020	155469	IUOE Local #70	IUOE UNION DUES Pay Period: 8/9/2020	101-21707-0000	606.36	
08/12/2020	82013	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 8/9/2020	101-21707-0000	682.00	M
08/13/2020	82013	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 8/9/2020	101-21707-0000	682.00	V
08/13/2020	155470	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 8/9/2020	101-21707-0000	682.00	
Total 101217070000:					1,741.42	
08/14/2020	20200633	Greater Mankato Area United Way	UNITED WAY Pay Period: 8/9/2020	101-21708-0000	45.00	
Total 101217080000:					45.00	
08/12/2020	82015	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	1,171.50	M
08/13/2020	82015	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	1,171.50	V
08/13/2020	155471	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	1,171.50	
08/13/2020	155471	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	651.20	
08/13/2020	82015	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	651.20	V
08/12/2020	82015	MN Life	LIFE INSURANCE MN Pay Period: 8/9/2020	101-21710-0000	651.20	M
08/12/2020	82015	MN Life	McKay Aug Life COBRA	101-21710-0000	38.55	M
08/13/2020	82015	MN Life	McKay Aug Life COBRA	101-21710-0000	38.55	V
08/13/2020	155471	MN Life	McKay Aug Life COBRA	101-21710-0000	38.55	
08/13/2020	82015	MN Life	Forshee Aug Life Adj	101-21710-0000	23.80	V
08/13/2020	155471	MN Life	Forshee Aug Life Adj	101-21710-0000	23.80	
08/12/2020	82015	MN Life	Forshee Aug Life Adj	101-21710-0000	23.80	M
08/12/2020	82015	MN Life	Grotberg Life Adj	101-21710-0000	8.25	M
08/13/2020	155471	MN Life	Grotberg Life Adj	101-21710-0000	8.25	
08/13/2020	82015	MN Life	Grotberg Life Adj	101-21710-0000	8.25	V

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217100000:					1,893.30	
08/12/2020	82012	ACH Internal Revenue Service	MEDICARE Pay Period: 8/9/2020	101-21712-0000	2,854.33	M
08/12/2020	82012	ACH Internal Revenue Service	MEDICARE Pay Period: 8/9/2020	101-21712-0000	2,854.33	M
Total 101217120000:					5,708.66	
08/12/2020	82016	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 8/9/2020	101-21713-0000	1,060.00	M
08/12/2020	82016	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 8/9/2020	101-21713-0000	669.00	M
Total 101217130000:					1,729.00	
08/12/2020	82011	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 8/9/2020	101-21714-0000	465.00	M
Total 101217140000:					465.00	
08/14/2020	82003	Further	Flex/HSA Reimbursement	101-21716-0000	921.69	M
08/13/2020	82001	Further	VEBA Contributions Pay Period: 8/9/2020	101-21716-0000	21,445.96	M
08/13/2020	82020	Further	HSA Contribution Pay Period: 8/9/2020	101-21716-0000	413.34	M
08/13/2020	82002	Further	HSA Contribution Pay Period: 8/9/2020	101-21716-0000	6,947.28	M
Total 101217160000:					29,728.27	
08/12/2020	82010	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 8/9/2020	101-21717-0000	880.47	M
Total 101217170000:					880.47	
08/13/2020	82014	Delta Dental	DENTAL EE + SPOUSE Pay Period: 8/9/2020	101-21719-0000	356.70-	V
08/13/2020	82021	Delta Dental	DENTAL EE + SPOUSE Pay Period: 8/9/2020	101-21719-0000	356.70	M
08/12/2020	82014	Delta Dental	DENTAL EE + SPOUSE Pay Period: 8/9/2020	101-21719-0000	356.70	M
08/12/2020	82014	Delta Dental	DENTAL SINGLE Employee Pay Period: 8/9/2020	101-21719-0000	609.00	M
08/13/2020	82021	Delta Dental	DENTAL SINGLE Employee Pay Period: 8/9/2020	101-21719-0000	609.00	M
08/13/2020	82014	Delta Dental	DENTAL SINGLE Employee Pay Period: 8/9/2020	101-21719-0000	609.00-	V
08/13/2020	82014	Delta Dental	DENTAL FAMILY Employee Pay Period: 8/9/2020	101-21719-0000	1,254.00-	V
08/13/2020	82021	Delta Dental	DENTAL FAMILY Employee Pay Period: 8/9/2020	101-21719-0000	1,254.00	M
08/12/2020	82014	Delta Dental	DENTAL FAMILY Employee Pay Period: 8/9/2020	101-21719-0000	1,254.00	M
08/12/2020	82014	Delta Dental	Ziemke COBRA Aug	101-21719-0000	29.00	M
08/13/2020	82021	Delta Dental	Ziemke COBRA Aug	101-21719-0000	29.00	M
08/13/2020	82014	Delta Dental	Ziemke COBRA Aug	101-21719-0000	29.00-	V
08/13/2020	82014	Delta Dental	McKay COBRA Aug	101-21719-0000	59.45-	V
08/13/2020	82021	Delta Dental	McKay COBRA Aug	101-21719-0000	59.45	M
08/12/2020	82014	Delta Dental	McKay COBRA Aug	101-21719-0000	59.45	M
08/12/2020	82014	Delta Dental	Girtler Jan Adj	101-21719-0000	58.00-	M
08/13/2020	82021	Delta Dental	Girtler Jan Adj	101-21719-0000	58.00-	M
08/13/2020	82014	Delta Dental	Girtler Jan Adj	101-21719-0000	58.00	V
Total 101217190000:					2,250.15	
08/12/2020	82018	VSP	VISION FAMILY Employee Pay Period: 8/9/2020	101-21722-0000	105.95	M
08/12/2020	82018	VSP	VISION SINGLE Employee Pay Period: 8/9/2020	101-21722-0000	60.93	M
08/12/2020	82018	VSP	VISION + ONE Employee Pay Period: 8/9/2020	101-21722-0000	97.84	M
08/12/2020	82018	VSP	August COBRA Ziemke	101-21722-0000	6.77	M
Total 101217220000:					271.49	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/14/2020	20200630	Discover Waseca Tourism	June Lodging Tax	101-41110-4440	1,399.98
Total 101411104440:					1,399.98
08/14/2020	155472	American Legion Post 228	COVID-19 Business Grant Program	101-41110-4450	4,000.00
08/14/2020	155475	Anderson Powder Coating	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155476	Awaken Vibrance Inc	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155481	Cassie's Classic Cuts	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155488	Coulombe, Cristie	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155491	Deb & CO	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155493	EL MOLINO	COVID-19 Business Grant Program	101-41110-4450	3,000.00
08/14/2020	155501	Jobs Plus Inc.	COVID-19 Business Grant Program	101-41110-4450	7,500.00
08/14/2020	155504	La Pre Chel	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155508	Madel Properties LLC	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155512	Metro Exteriors	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155516	MPeters Enterprises Inc.	DT Replacement Flag	101-41110-4450	18.00
08/14/2020	155520	Oscar's	COVID-19 Business Grant Program	101-41110-4450	3,000.00
08/14/2020	155521	Pheasant Cafe	COVID-19 Business Grant Program	101-41110-4450	2,000.00
08/14/2020	155522	Pizza Ranch	COVID-19 Business Grant Program	101-41110-4450	5,500.00
08/14/2020	155523	RusJo LLC	COVID-19 Business Grant Program	101-41110-4450	2,000.00
08/14/2020	155527	Subway	COVID-19 Business Grant Program	101-41110-4450	3,500.00
08/14/2020	155528	Tas Adventure Inc	COVID-19 Business Grant Program	101-41110-4450	3,500.00
08/14/2020	155530	The Boat House Grill & Bar	COVID-19 Business Grant Program	101-41110-4450	5,000.00
08/14/2020	155531	The Mill Bar LLC	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155533	The Will's Company Inc	COVID-19 Business Grant Program	101-41110-4450	4,500.00
08/14/2020	155536	Twig Case	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155539	VFW Post 1642	COVID-19 Business Grant Program	101-41110-4450	7,500.00
08/14/2020	155549	Xpressions Salon	COVID-19 Business Grant Program	101-41110-4450	1,500.00
08/14/2020	155550	ZINNIAS	COVID-19 Business Grant Program	101-41110-4450	1,500.00
Total 101411104450:					69,018.00
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-41320-1340	51.16 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-41320-1340	9.50 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-41320-1340	12.81 M
Total 101413201340:					73.47
08/14/2020	20200622	APG Media of So MN LLC	Recovery coordinator position	101-41320-3400	395.40
08/14/2020	20200622	APG Media of So MN LLC	Public Hearing Notice	101-41320-3400	29.25
08/14/2020	20200622	APG Media of So MN LLC	Public Hearing Notice 7/21	101-41320-3400	29.25
08/14/2020	20200622	APG Media of So MN LLC	Resolution 20-33	101-41320-3400	29.25
08/14/2020	20200622	APG Media of So MN LLC	Ordinance 1076	101-41320-3400	34.13
08/14/2020	20200622	APG Media of So MN LLC	Green Jay	101-41320-3400	117.00
08/14/2020	20200657	U.S. Bank - CC	Ad for recovery coordinator position	101-41320-3400	289.10
08/14/2020	20200657	U.S. Bank - CC	Mesh rotating magazine stand for entry	101-41320-3400	187.09
Total 101413203400:					1,110.47
08/14/2020	155525	South Central College	Safety Program	101-41320-4940	1,380.00
Total 101413204940:					1,380.00
08/14/2020	20200619	A. H. Hermel Company	Pop for vending machine	101-41320-4945	159.70
08/14/2020	20200619	A. H. Hermel Company	Pop for vending machine	101-41320-4945	26.04
08/14/2020	20200619	A. H. Hermel Company	Pop for vending machine-Credit	101-41320-4945	13.84

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204945:					199.58
08/14/2020	155542	Waseca Community Arena	Lobby Rental-Primary	101-41410-3100	150.00
Total 101414103100:					150.00
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-41500-1340	79.02 M
Total 101415001340:					79.02
08/14/2020	20200657	U.S. Bank - CC	GFOA Certification of Achievement for Excellence App	101-41500-3000	460.00
Total 101415003000:					460.00
08/14/2020	20200622	APG Media of So MN LLC	Financial Report Summary	101-41500-3400	136.50
Total 101415003400:					136.50
08/14/2020	20200631	Flaherty & Hood PA	July Legal Fees	101-41600-3000	6,457.75
08/14/2020	20200631	Flaherty & Hood PA	July Legal Fees	101-41600-3000	197.50
08/14/2020	20200631	Flaherty & Hood PA	July Labor and Employment consult	101-41600-3000	412.50
08/14/2020	20200640	Kennedy & Kennedy Law Office	July Legal Services	101-41600-3000	576.00
Total 101416003000:					7,643.75
08/14/2020	20200650	Pantheon Computer Systems Inc.	Monitor for Green	101-41920-2050	249.00
08/14/2020	20200650	Pantheon Computer Systems Inc.	Monitor Splitter for Hellevik	101-41920-2050	29.99
08/14/2020	20200650	Pantheon Computer Systems Inc.	POE switch for door system	101-41920-2050	210.00
08/14/2020	20200650	Pantheon Computer Systems Inc.	Battery Backup for PD Server	101-41920-2050	1,425.00
08/14/2020	20200650	Pantheon Computer Systems Inc.	Laptop Cases for Engineering	101-41920-2050	159.98
Total 101419202050:					2,073.97
08/14/2020	20200650	Pantheon Computer Systems Inc.	August agreement	101-41920-3100	6,485.50
Total 101419203100:					6,485.50
08/14/2020	20200638	Innovative Office Supply	Office Supplies	101-41940-2000	16.72
08/14/2020	20200638	Innovative Office Supply	Office Supplies	101-41940-2000	26.57
Total 101419402000:					43.29
08/14/2020	155485	Cintas Corporation	First aid cabinet supplies	101-41940-2170	36.97
08/14/2020	20200657	U.S. Bank - CC	Facemasks Covid	101-41940-2170	375.29
08/14/2020	20200657	U.S. Bank - CC	Facemasks Covid	101-41940-2170	99.90
08/14/2020	20200657	U.S. Bank - CC	Fee for discarding old broken mini fridge	101-41940-2170	16.50
08/14/2020	20200658	Waseca Glass LLC	Plexiglass for Covid Screening	101-41940-2170	878.88
Total 101419402170:					1,407.54
08/14/2020	155484	Cintas Corporation	Floor mat service	101-41940-3100	45.05
08/14/2020	155519	Orkin Pest Control	City Hall Pest Control	101-41940-3100	93.29
08/14/2020	20200653	ServiceMaster by Ayotte	City Hall-monthly	101-41940-3100	1,556.00
08/14/2020	20200661	Waste Management of Southern MN	July Service	101-41940-3100	194.92

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101419403100:					1,889.26	
08/14/2020	82005	City of Waseca	July Utilities	101-41940-3800	1,843.68	M
Total 101419403800:					1,843.68	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-41950-1340	54.48	M
Total 101419501340:					54.48	
08/14/2020	155526	Stantec Consulting Services Inc	Fox Meadows Wetland	101-41950-3000	208.75	
Total 101419503000:					208.75	
08/14/2020	20200622	APG Media of So MN LLC	Planning Commission	101-41950-3400	165.75	
Total 101419503400:					165.75	
08/13/2020	82001	Further	Aug VEBA Timlin	101-42100-1310	513.17	M
Total 101421001310:					513.17	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-42100-1340	516.48	M
Total 101421001340:					516.48	
08/14/2020	20200638	Innovative Office Supply	Office Supplies - Police	101-42100-2000	60.61	
08/14/2020	20200638	Innovative Office Supply	Office Supplies - Police	101-42100-2000	72.40	
08/14/2020	20200638	Innovative Office Supply	Office Supplies - Police	101-42100-2000	16.14	
Total 101421002000:					149.15	
08/14/2020	155477	Blue Earth County Sheriff's Office	2 YUBI Keys	101-42100-2050	80.00	
Total 101421002050:					80.00	
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-42100-2120	1,170.95	
Total 101421002120:					1,170.95	
08/14/2020	20200657	U.S. Bank - CC	Cell phone case for grotberg city phone	101-42100-2170	22.99	
08/14/2020	20200657	U.S. Bank - CC	Postage for kit 2020-4121	101-42100-2170	11.00	
Total 101421002170:					33.99	
08/14/2020	20200656	Streicher's	Uniform expense	101-42100-2180	264.98	
08/14/2020	20200656	Streicher's	uniform expense	101-42100-2180	340.00	
08/14/2020	20200656	Streicher's	New Hire Uniform	101-42100-2180	870.78	
08/14/2020	20200656	Streicher's	uniform expense	101-42100-2180	74.98	
08/14/2020	20200656	Streicher's	Uniform expense	101-42100-2180	158.97	
08/14/2020	20200656	Streicher's	New Hire Uniform	101-42100-2180	427.90	
Total 101421002180:					2,137.61	
08/14/2020	155510	Mayo Clinic	New hire exam	101-42100-3000	351.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003000:					351.00
08/14/2020	155478	Bock's Service Inc.	Bock's	101-42100-3100	75.00
08/14/2020	155478	Bock's Service Inc.	Bock's	101-42100-3100	65.00
08/14/2020	155484	Cintas Corporation	Floor Mats	101-42100-3100	13.79
08/14/2020	155484	Cintas Corporation	Floor Mats	101-42100-3100	13.79
08/14/2020	155496	First Source Solutions	Drug Screen	101-42100-3100	55.35
08/14/2020	155534	Thomson Reuters - West	Information Charges	101-42100-3100	254.68
08/14/2020	20200661	Waste Management of Southern MN	July Service	101-42100-3100	88.73
Total 101421003100:					566.34
08/14/2020	82022	Verizon Wireless	Monthly Billing	101-42100-3200	1,007.45 M
08/14/2020	82022	Verizon Wireless	Monthly Billing	101-42100-3200	43.16 M
Total 101421003200:					1,050.61
08/14/2020	20200652	Schroeder, Timothy	Meal reimbursement while at training	101-42100-3300	18.92
08/14/2020	20200657	U.S. Bank - CC	Refund for cancelled training	101-42100-3300	75.00-
08/14/2020	20200657	U.S. Bank - CC	Meal while at taser training	101-42100-3300	16.53
Total 101421003300:					39.55-
08/14/2020	82005	City of Waseca	July Utilities	101-42100-3800	965.39 M
Total 101421003800:					965.39
08/14/2020	155541	Waseca Clarks Grove Vet Clinic LLP	animal control expense	101-42150-3100	312.03
Total 101421503100:					312.03
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-42200-1340	55.42 M
Total 101422001340:					55.42
08/14/2020	20200657	U.S. Bank - CC	2020 MN Fire Code	101-42200-2000	146.00
Total 101422002000:					146.00
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-42200-2120	269.02
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-42200-2120	5.00
Total 101422002120:					274.02
08/14/2020	155474	Ancom Communications Inc	pager repair	101-42200-2170	18.00
08/14/2020	155485	Cintas Corporation	first aid cabinet	101-42200-2170	75.39
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	12.38
Total 101422002170:					105.77
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-42200-2190	15.99
Total 101422002190:					15.99
08/14/2020	155484	Cintas Corporation	Floor Mats	101-42200-3100	13.80

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/14/2020	155484	Cintas Corporation	Floor Mats	101-42200-3100	13.80
08/14/2020	20200661	Waste Management of Southern MN	July Service	101-42200-3100	88.74
Total 101422003100:					116.34
08/14/2020	82022	Verizon Wireless	Monthly Billing	101-42200-3200	48.16 M
Total 101422003200:					48.16
08/14/2020	20200657	U.S. Bank - CC	Deposit for rooms for MN State Fire Assoc Training	101-42200-3300	554.04
Total 101422003300:					554.04
08/14/2020	155482	Centerpoint Energy	July Service	101-42200-3800	16.45
08/14/2020	82005	City of Waseca	July Utilities	101-42200-3800	965.39 M
08/14/2020	82005	City of Waseca	July Utilities	101-42200-3800	54.75 M
Total 101422003800:					1,036.59
08/14/2020	20200657	U.S. Bank - CC	Weather radio service	101-42200-4330	89.95
Total 101422004330:					89.95
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-42400-1340	24.57 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-42400-1340	7.05 M
Total 101424001340:					31.62
08/14/2020	20200626	City Building Inspection Services LLC	building inpsctions	101-42400-3000	4,046.86
Total 101424003000:					4,046.86
08/14/2020	20200642	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	50.00
08/14/2020	20200642	Lenz Lawn Care & Landscaping Inc.	Trim Shrubs 410 2nd St NE	101-42400-3100	113.75
Total 101424003100:					163.75
08/14/2020	82022	Verizon Wireless	Monthly Billing	101-42400-3200	25.62 M
Total 101424003200:					25.62
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43000-1340	7.27 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43000-1340	108.53 M
Total 101430001340:					115.80
08/14/2020	20200638	Innovative Office Supply	Toner	101-43000-2000	47.13
Total 101430002000:					47.13
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-43000-2120	41.54
Total 101430002120:					41.54
08/14/2020	155524	Siwek Lumber & Millwork	Lath and Stakes	101-43000-2170	269.00
08/14/2020	20200657	U.S. Bank - CC	Masks for Engineering-Covid	101-43000-2170	25.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101430002170:					294.98
08/14/2020	155526	Stantec Consulting Services Inc	Third St NE Storm Sewer Review	101-43000-3000	472.50
08/14/2020	155526	Stantec Consulting Services Inc	Engineering EAW ConAgra	101-43000-3000	4,796.75
Total 101430003000:					5,269.25
08/14/2020	82022	Verizon Wireless	Monthly Billing	101-43000-3200	43.16 M
Total 101430003200:					43.16
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43100-1340	112.10 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43100-1340	2.24 M
Total 101431001340:					114.34
08/14/2020	20200634	H & J Fuel Inc	fuel	101-43100-2120	1,529.10
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-43100-2120	3,221.50
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-43100-2120	404.41
Total 101431002120:					5,155.01
08/14/2020	155479	Builders First Source Inc	lumber	101-43100-2170	248.80
08/14/2020	155479	Builders First Source Inc	lumber	101-43100-2170	104.98
08/14/2020	155479	Builders First Source Inc	lumber	101-43100-2170	16.79
08/14/2020	155485	Cintas Corporation	First aid cabinet supplies	101-43100-2170	188.02
08/14/2020	155495	Ferguson Enterprises Inc	Glue	101-43100-2170	31.97
08/14/2020	20200646	Napa Auto Parts	Parts	101-43100-2170	67.96
08/14/2020	20200648	Owatonna Shoe Company	Safety boot- Gedicke	101-43100-2170	182.75
08/14/2020	20200657	U.S. Bank - CC	Sunscreen	101-43100-2170	30.91
08/14/2020	20200657	U.S. Bank - CC	Safety Glasses	101-43100-2170	85.00
08/14/2020	20200657	U.S. Bank - CC	Safety Glasses	101-43100-2170	87.24
08/14/2020	20200657	U.S. Bank - CC	Cancelled order	101-43100-2170	85.00-
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	12.99
Total 101431002170:					972.41
08/14/2020	155540	W W Blacktopping Inc.	Hot Mix	101-43100-2171	459.00
08/14/2020	155540	W W Blacktopping Inc.	Hot Mix	101-43100-2171	7,956.51
08/14/2020	155540	W W Blacktopping Inc.	hot mix	101-43100-2171	16,232.79
08/14/2020	155540	W W Blacktopping Inc.	Hot Mix	101-43100-2171	1,235.73
08/14/2020	155540	W W Blacktopping Inc.	Hot Mix	101-43100-2171	153.51
08/14/2020	155540	W W Blacktopping Inc.	Hot Mix	101-43100-2171	19,650.30
Total 101431002171:					45,687.84
08/14/2020	20200621	AmeriPride Services Inc	uniform-service	101-43100-2180	185.92
08/14/2020	20200621	AmeriPride Services Inc	uniform-service	101-43100-2180	190.08
Total 101431002180:					376.00
08/14/2020	155496	First Source Solutions	Drug Screen	101-43100-3100	49.41
08/14/2020	20200653	ServiceMaster by Ayotte	Streets-monthly	101-43100-3100	286.00
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection	101-43100-3100	45.00
08/14/2020	20200661	Waste Management of Southern MN	July Service	101-43100-3100	178.37

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431003100:					558.78
08/14/2020	20200627	Clarke Environmental Mosquito Mgmt Inc	mosquito control	101-43100-3101	8,300.00
Total 101431003101:					8,300.00
08/14/2020	155482	Centerpoint Energy	July Service	101-43100-3800	16.44
08/14/2020	82005	City of Waseca	July Utilities	101-43100-3800	54.76 M
08/14/2020	82005	City of Waseca	July Utilities	101-43100-3800	734.14 M
Total 101431003800:					805.34
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43125-1340	29.06 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43125-1340	2.24 M
Total 101431251340:					31.30
08/14/2020	20200657	U.S. Bank - CC	Mail Box	101-43125-2170	44.97
Total 101431252170:					44.97
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43170-1340	6.23 M
Total 101431701340:					6.23
08/14/2020	82005	City of Waseca	July Utilities	101-43170-3800	168.36 M
Total 101431703800:					168.36
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-43220-1340	10.38 M
Total 101432201340:					10.38
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-45130-1340	14.58 M
Total 101451301340:					14.58
08/14/2020	155516	MPeters Enterprises Inc.	Flag	101-45130-2000	85.00
08/14/2020	20200657	U.S. Bank - CC	Tubs for organizing water park cabinets	101-45130-2000	16.38
Total 101451302000:					101.38
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-45130-2120	17.93
Total 101451302120:					17.93
08/14/2020	155479	Builders First Source Inc	Furring Strip	101-45130-2170	4.08
08/14/2020	20200636	Horizon Commercial Pool Supply	Returned Fittings	101-45130-2170	186.47-
08/14/2020	20200646	Napa Auto Parts	Parts	101-45130-2170	11.10
08/14/2020	20200657	U.S. Bank - CC	Repairs to water park lily pad cargo net	101-45130-2170	95.20
08/14/2020	20200657	U.S. Bank - CC	Tile mortar and tools	101-45130-2170	54.70
08/14/2020	20200657	U.S. Bank - CC	Tile grout and additive	101-45130-2170	54.74
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	56.57

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451302170:					89.92
08/14/2020	20200636	Horizon Commercial Pool Supply	Slide Materials	101-45130-2210	270.27
08/14/2020	20200636	Horizon Commercial Pool Supply	Pool Tile	101-45130-2210	498.00
08/14/2020	20200657	U.S. Bank - CC	Pool sand filer fittings	101-45130-2210	30.03
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45130-2210	25.99-
Total 101451302210:					772.31
08/14/2020	155473	American Red Cross-SABA Collection	Lifeguard Certification	101-45130-3000	38.00
08/14/2020	155526	Stantec Consulting Services Inc	Water Park Repairs	101-45130-3000	246.00
Total 101451303000:					284.00
08/14/2020	82005	City of Waseca	July Utilities	101-45130-3800	604.51 M
Total 101451303800:					604.51
08/14/2020	20200636	Horizon Commercial Pool Supply	Caulk Work	101-45130-4000	12,650.00
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45130-4000	133.29
Total 101451304000:					12,783.29
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45180-2230	55.98
Total 101451802230:					55.98
08/14/2020	155511	Mediacom	TLCF Communications	101-45180-3200	429.52
Total 101451803200:					429.52
08/14/2020	155513	MN Department of Agriculture	Tink Food Handler Renewal	101-45180-4500	77.00
Total 101451804500:					77.00
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-45200-1340	91.40 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	101-45200-1340	3.64 M
Total 101452001340:					95.04
08/14/2020	155546	Waseca County Highway Department	Monthly billing	101-45200-2120	408.14
Total 101452002120:					408.14
08/14/2020	155485	Cintas Corporation	First aid cabinet supplies	101-45200-2170	43.46
08/14/2020	155487	Condon Farm Service	Fall turf fertilizer	101-45200-2170	598.00
08/14/2020	155487	Condon Farm Service	Wasp insecticide and sprayer	101-45200-2170	75.70
08/14/2020	155518	Northland Chemical Corporation	Disinfectant	101-45200-2170	165.76
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	35.98
Total 101452002170:					918.90
08/14/2020	20200648	Owatonna Shoe Company	safety boot - gundermann	101-45200-2190	161.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002190:					161.50
08/14/2020	20200646	Napa Auto Parts	Parts	101-45200-2210	19.59
Total 101452002210:					19.59
08/14/2020	155479	Builders First Source Inc	CLP Bleacher Lumber	101-45200-2230	57.06
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	136.33
Total 101452002230:					193.39
08/14/2020	20200645	MTI Distributing Inc.	TORO parts	101-45200-2240	221.25
Total 101452002240:					221.25
08/14/2020	155502	Jobs Plus Inc.	City Parks-July Cleaning	101-45200-3100	624.40
08/14/2020	20200653	ServiceMaster by Ayotte	Service Master July - Park Shop	101-45200-3100	158.86
08/14/2020	20200661	Waste Management of Southern MN	July Service	101-45200-3100	27.85
08/14/2020	20200661	Waste Management of Southern MN	July parks - waste management	101-45200-3100	1,159.47
Total 101452003100:					1,970.58
08/14/2020	82005	City of Waseca	July Utilities	101-45200-3800	638.08 M
Total 101452003800:					638.08
08/14/2020	20200628	Connors Plumbing & Heating Inc.	Park Shop furnace repairs	101-45200-4000	636.00
08/14/2020	20200660	Waseca Sand & Gravel Inc.	park sign concrete footings	101-45200-4000	392.75
Total 101452004000:					1,028.75
08/14/2020	20200645	MTI Distributing Inc.	TORO Tires	101-45200-4040	352.60
Total 101452004040:					352.60
08/14/2020	155519	Orkin Pest Control	Library-Pest control	101-45500-3100	69.00
08/14/2020	20200653	ServiceMaster by Ayotte	Library-monthly	101-45500-3100	790.00
08/14/2020	20200661	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 101455003100:					915.73
08/14/2020	82005	City of Waseca	July Utilities	101-45500-3800	1,026.54 M
Total 101455003800:					1,026.54
Total General Fund:					330,243.29
Airport					
08/14/2020	20200640	Kennedy & Kennedy Law Office	July Legal Services	230-49810-3000	144.00
Total 230498103000:					144.00
08/14/2020	20200661	Waste Management of Southern MN	Airport Garbage Service	230-49810-3100	37.15

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103100:					37.15
08/14/2020	155483	CenturyLink	Anti-Virus Protection	230-49810-3200	2.95
Total 230498103200:					2.95
08/14/2020	82005	City of Waseca	July Utilities	230-49810-3800	74.55 M
Total 230498103800:					74.55
08/14/2020	155489	Crown Industries Inc	Hangar door pulleys	230-49810-4000	216.75
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	230-49810-4000	52.72
Total 230498104000:					269.47
Total Airport:					528.12
Economic Development-General f					
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	261-46700-1340	12.81 M
Total 261467001340:					12.81
08/14/2020	155514	MN Department of Transportation	Land Purchase - Former MNDOT Storage Site	261-46700-4820	20,000.00
Total 261467004820:					20,000.00
Total Economic Development-General f:					20,012.81
Safe Haven Grant					
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	279-46350-1340	16.92 M
Total 279463501340:					16.92
08/14/2020	20200657	U.S. Bank - CC	Connections Supplies	279-46350-2170	19.98
08/14/2020	20200657	U.S. Bank - CC	Cell phone case for connections city phone	279-46350-2170	9.99
Total 279463502170:					29.97
08/14/2020	82022	Verizon Wireless	Monthly Billing	279-46350-3200	93.15 M
Total 279463503200:					93.15
Total Safe Haven Grant:					140.04
Capital Improvement					
08/14/2020	20200631	Flaherty & Hood PA	July Legal Fees	430-43010-3000	471.25
08/14/2020	155526	Stantec Consulting Services Inc	Project GreenJay	430-43010-3000	13,588.50
Total 430430103000:					14,059.75
08/14/2020	155535	Todd Norton Construction Inc	Southview Park Picnic Shelter	430-43010-5320	9,945.00
Total 430430105320:					9,945.00
08/14/2020	155526	Stantec Consulting Services Inc	TLCF Dugouts	430-43010-5340	3,373.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/14/2020	155526	Stantec Consulting Services Inc	TLCF Dugouts	430-43010-5340	4,320.20
Total 430430105340:					7,693.70
08/14/2020	155490	DCU Waseca LLC	Easement for Safe Routes to School	430-43010-5430	772.00
08/14/2020	155490	DCU Waseca LLC	Easement for Safe Routes to School	430-43010-5430	867.00
08/14/2020	155494	Engelsma LTD	Easement for Safe Routes to School	430-43010-5430	4,247.00
08/14/2020	155494	Engelsma LTD	Easement for Safe Routes to School	430-43010-5430	1,754.00
08/14/2020	20200637	Independent School District #829	Easement for Safe Routes to School Trail	430-43010-5430	1.00
08/14/2020	20200637	Independent School District #829	Easement for Safe Routes to School	430-43010-5430	1.00
08/14/2020	155517	NicCon LLC	Easement for Safe Routes to School	430-43010-5430	1,094.00
08/14/2020	155526	Stantec Consulting Services Inc	Safe Routes to School Engineering	430-43010-5430	66,322.70
08/14/2020	155529	Tasty House	Easement for Safe Routes to School	430-43010-5430	500.00
08/14/2020	20200662	WIP of Waseca	Easement for Safe Routes to School	430-43010-5430	1,096.00
Total 430430105430:					76,654.70
08/14/2020	155497	Hancock Concrete Products LLC	NE Trail Equilizer Pipe	430-43010-5440	3,434.24
Total 430430105440:					3,434.24
08/14/2020	20200635	Heselton Construction LLC	3rd St NE Partial Payment No. 11	430-43010-5560	18,771.16
Total 430430105560:					18,771.16
08/14/2020	155526	Stantec Consulting Services Inc	Public Safety Building HVAC	430-43010-5787	183.00
Total 430430105787:					183.00
Total Capital Improvement:					130,741.55
HWY 14 Reconstruction					
08/14/2020	155526	Stantec Consulting Services Inc	Elm Ave Engineering Services	436-43010-5560	764.00
08/14/2020	155526	Stantec Consulting Services Inc	Elm Ave Engineering Services	436-43010-5560	1,454.00
Total 436430105560:					2,218.00
Total HWY 14 Reconstruction:					2,218.00
Annexation & Growth fund					
08/05/2020	155460	Office of Administrative Hearings	Gaiter Lake State Payment	470-46800-3000	311.45
Total 470468003000:					311.45
08/14/2020	155526	Stantec Consulting Services Inc	Gaiter Lake Development Lift Station	470-46800-5300	1,160.50
Total 470468005300:					1,160.50
Total Annexation & Growth fund:					1,471.95
Water					
08/14/2020	155498	Hawkins Inc	BEF Chemical Well 4	601-49401-2170	3,471.69
08/14/2020	155498	Hawkins Inc	City Wells Chemicals	601-49401-2170	5,454.77
Total 601494012170:					8,926.46

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
08/14/2020	155526	Stantec Consulting Services Inc	Wellhead Protection	601-49401-3000	1,610.00	
Total 601494013000:					1,610.00	
08/14/2020	20200655	Sportsmans Stop Inc.	Shipping for Nitrate Sample	601-49401-3100	9.30	
08/14/2020	20200657	U.S. Bank - CC	Shipping for samples	601-49401-3100	4.60	
Total 601494013100:					13.90	
08/14/2020	82005	City of Waseca	July Utilities	601-49401-3800	8,702.98	M
08/14/2020	155548	Xcel Energy	July Service	601-49401-3800	147.96	
Total 601494013800:					8,850.94	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49430-1340	27.11	M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49430-1340	26.51	M
Total 601494301340:					53.62	
08/14/2020	155546	Waseca County Highway Department	Monthly billing	601-49430-2120	179.08	
Total 601494302120:					179.08	
08/14/2020	20200657	U.S. Bank - CC	Hand sanitizer	601-49430-2170	3.97	
Total 601494302170:					3.97	
08/14/2020	20200621	AmeriPride Services Inc	uniform service	601-49430-3100	17.53	
08/14/2020	20200632	Gopher State One-Call Inc	Location calls - July	601-49430-3100	64.35	
08/14/2020	155538	Utility Consultants Inc	Coliform Testing	601-49430-3100	180.00	
Total 601494303100:					261.88	
08/14/2020	82022	Verizon Wireless	Monthly Billing	601-49430-3200	40.01	M
Total 601494303200:					40.01	
08/14/2020	20200629	Core & Main LP	Main Repair	601-49430-4000	294.54	
08/14/2020	20200639	James Brothers Construction Inc.	Main Break Repair	601-49430-4000	3,485.00	
08/14/2020	155515	MN Paving & Materials		601-49430-4000	426.71	
Total 601494304000:					4,206.25	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49585-1340	22.07	M
Total 601495851340:					22.07	
08/14/2020	20200638	Innovative Office Supply	Toner	601-49585-2000	62.71	
08/14/2020	20200638	Innovative Office Supply	Paper for UB	601-49585-2000	4.52	
Total 601495852000:					67.23	
08/14/2020	20200644	MAS Communications Inc.	Answering service - July	601-49585-3200	95.06	
Total 601495853200:					95.06	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49586-1340	4.62	M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49586-1340	2.75	M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	601-49586-1340	13.81	M
Total 601495861340:					21.18	
08/14/2020	155526	Stantec Consulting Services Inc	Water Tower Project GreenJay	601-49586-3000	1,839.00	
08/14/2020	155526	Stantec Consulting Services Inc	Water Tower Site Project GreenJay	601-49586-3000	895.50	
08/14/2020	155526	Stantec Consulting Services Inc	Project Greenjay Water	601-49586-3000	14,119.50	
08/14/2020	155526	Stantec Consulting Services Inc	Water Tower IUP	601-49586-3000	796.00	
Total 601495863000:					17,650.00	
08/14/2020	20200650	Pantheon Computer Systems Inc.	August agreement	601-49586-4950	926.50	
Total 601495864950:					926.50	
08/14/2020	82023	MN Public Facilities Authority	2019 DW Principal	601-49980-6000	150,043.07	M
Total 601499806000:					150,043.07	
08/14/2020	82023	MN Public Facilities Authority	2019 DW Interest	601-49980-6100	11,876.61	M
Total 601499806100:					11,876.61	
Total Water:					204,847.83	
Sanitary Sewer						
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49470-1340	37.37	M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49470-1340	2.24	M
Total 602494701340:					39.61	
08/14/2020	155526	Stantec Consulting Services Inc	Lift Station for Child Care	602-49470-3000	732.00	
Total 602494703000:					732.00	
08/14/2020	20200632	Gopher State One-Call Inc	Location calls - July	602-49470-3100	64.35	
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection	602-49470-3100	60.00	
Total 602494703100:					124.35	
08/14/2020	82022	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M
08/14/2020	82022	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M
Total 602494703200:					80.02	
08/14/2020	82005	City of Waseca	July Utilities	602-49470-3800	1,356.55	M
Total 602494703800:					1,356.55	
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	8.99	
Total 602494704020:					8.99	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49480-1340	81.32	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494801340:					81.32
08/14/2020	155546	Waseca County Highway Department	Monthly billing	602-49480-2120	143.58
Total 602494802120:					143.58
08/14/2020	20200623	Batteries Plus Bulbs	UPS Battery	602-49480-2170	35.90
08/14/2020	20200657	U.S. Bank - CC	Dishsoap and distilled watter	602-49480-2170	18.53
08/14/2020	20200657	U.S. Bank - CC	Office Supplies	602-49480-2170	3.92
08/14/2020	155537	USA Blue Book	Lab Supplies	602-49480-2170	198.36
08/14/2020	155537	USA Blue Book	Lab supplies	602-49480-2170	79.20
08/14/2020	155537	USA Blue Book	Lab Supplies	602-49480-2170	255.22
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	47.96
Total 602494802170:					639.09
08/14/2020	20200657	U.S. Bank - CC	KN95 Masks	602-49480-2180	332.21
08/14/2020	20200657	U.S. Bank - CC	KN95 Masks	602-49480-2180	116.91
Total 602494802180:					449.12
08/14/2020	155537	USA Blue Book	Asco Soliniod screw wash	602-49480-2210	270.13
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	602-49480-2210	29.30
Total 602494802210:					299.43
08/14/2020	155487	Condon Farm Service	Weed spray	602-49480-2230	50.00
Total 602494802230:					50.00
08/14/2020	155509	Martin-McAllister	Employee Assessment	602-49480-3000	1,400.00
Total 602494803000:					1,400.00
08/14/2020	155484	Cintas Corporation	Floor Mats	602-49480-3100	19.10
08/14/2020	20200643	M & R Electric Inc.	Generator	602-49480-3100	255.00
08/14/2020	20200647	Nardini Fire Equipment Co. Inc.	Fire service	602-49480-3100	558.00
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection-WWTP	602-49480-3100	455.75
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection	602-49480-3100	175.00
08/14/2020	155538	Utility Consultants Inc	Lab Testing	602-49480-3100	1,766.16
08/14/2020	20200661	Waste Management of Southern MN	Waste Mgmt	602-49480-3100	303.39
Total 602494803100:					3,532.40
08/14/2020	82022	Verizon Wireless	Monthly Billing	602-49480-3200	43.16 M
Total 602494803200:					43.16
08/14/2020	20200657	U.S. Bank - CC	Type 4 refresher web training	602-49480-3300	100.00
Total 602494803300:					100.00
08/14/2020	82005	City of Waseca	July Utilities	602-49480-3800	647.89 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803800:					647.89
08/14/2020	20200649	Pal's Machining	Sluice Gate	602-49480-4000	2,746.46
08/14/2020	155526	Stantec Consulting Services Inc	WWTP Prairie Burn	602-49480-4000	5,317.18
Total 602494804000:					8,063.64
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49585-1340	22.07 M
Total 602495851340:					22.07
08/14/2020	20200638	Innovative Office Supply	Paper for UB	602-49585-2000	4.52
Total 602495852000:					4.52
08/14/2020	20200644	MAS Communications Inc.	Answering service - July	602-49585-3200	95.05
Total 602495853200:					95.05
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49586-1340	4.62 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49586-1340	2.75 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	602-49586-1340	13.81 M
Total 602495861340:					21.18
08/14/2020	155496	First Source Solutions	Drug Screen	602-49586-3000	56.38
08/14/2020	155526	Stantec Consulting Services Inc	WWTP ConAgra	602-49586-3000	3,884.50
08/14/2020	155526	Stantec Consulting Services Inc	Project Greenjay WWTP	602-49586-3000	12,808.60
08/14/2020	155526	Stantec Consulting Services Inc	WWTP ConAgra	602-49586-3000	17,945.50
Total 602495863000:					34,694.98
08/14/2020	20200622	APG Media of So MN LLC	Resolution 20-30	602-49586-3400	29.25
Total 602495863400:					29.25
08/14/2020	20200650	Pantheon Computer Systems Inc.	August agreement	602-49586-4950	926.50
Total 602495864950:					926.50
08/14/2020	155526	Stantec Consulting Services Inc	I&I Facilities Plan	602-49593-5300	3,934.48
08/14/2020	155526	Stantec Consulting Services Inc	I&I Facilities Plan	602-49593-5300	492.00
Total 602495935300:					4,426.48
08/14/2020	82023	MN Public Facilities Authority	2019 CW Principal	602-49980-6000	219,297.57 M
08/14/2020	82023	MN Public Facilities Authority	2009 CW Principal	602-49980-6000	466,000.00 M
Total 602499806000:					685,297.57
08/14/2020	82023	MN Public Facilities Authority	2019 CW Interest	602-49980-6100	17,124.28 M
08/14/2020	82023	MN Public Facilities Authority	2009 CW Interest	602-49980-6100	69,024.43 M
Total 602499806100:					86,148.71

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total Sanitary Sewer:					829,457.46	
Electric Utility						
08/14/2020	82004	SMPMA	SMPMA Power	604-49550-3810	552,823.92	M
Total 604495503810:					552,823.92	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49570-1340	3.40	M
Total 604495701340:					3.40	
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	604-49570-2230	8.75	
Total 604495702230:					8.75	
08/14/2020	82005	City of Waseca	July Utilities	604-49570-3800	77.28	M
Total 604495703800:					77.28	
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49571-1340	75.10	M
Total 604495711340:					75.10	
08/14/2020	155546	Waseca County Highway Department	Monthly billing	604-49571-2120	335.46	
Total 604495712120:					335.46	
08/14/2020	20200624	Border States Electric Supply	ladder	604-49571-2170	105.75	
08/14/2020	20200646	Napa Auto Parts	Parts	604-49571-2170	2.18	
08/14/2020	20200657	U.S. Bank - CC	Ear Plugs	604-49571-2170	111.20	
08/14/2020	20200659	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	20.58	
Total 604495712170:					239.71	
08/14/2020	20200620	Amaril Uniform Co.	face masks	604-49571-2180	102.40	
Total 604495712180:					102.40	
08/14/2020	155487	Condon Farm Service	Weed Spray	604-49571-2230	50.00	
Total 604495712230:					50.00	
08/14/2020	155500	Iversen, Mary Ellen	Mini-Split Rebate	604-49571-2300	2,050.00	
Total 604495712300:					2,050.00	
08/14/2020	155505	Lake Shore Inn Nursing Home Inc.	Energy Management Program	604-49571-2320	305.00	
08/14/2020	155506	Latham Place	Energy Management Program	604-49571-2320	125.00	
08/14/2020	155543	Waseca County Community Services	Energy Management Program	604-49571-2320	155.00	
08/14/2020	155544	Waseca County Courthouse	Energy Management Program	604-49571-2320	347.50	
08/14/2020	155545	Waseca County Garage	Energy Management Program	604-49571-2320	115.00	
Total 604495712320:					1,047.50	
08/14/2020	155503	Kwik Trip	Fan motor and Hood rebate	604-49571-2330	980.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495712330:					980.00
08/14/2020	20200646	Napa Auto Parts	Parts	604-49571-2400	8.24
Total 604495712400:					8.24
08/14/2020	20200632	Gopher State One-Call Inc	Location calls - July	604-49571-3100	64.35
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lever Hoist inspection	604-49571-3100	243.75
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection	604-49571-3100	231.75
Total 604495713100:					539.85
08/14/2020	82022	Verizon Wireless	Monthly Billing	604-49571-3200	80.02 M
Total 604495713200:					80.02
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49572-1340	7.55 M
Total 604495721340:					7.55
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49573-1340	13.61 M
Total 604495731340:					13.61
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49574-1340	3.83 M
Total 604495741340:					3.83
08/14/2020	155548	Xcel Energy	July Service	604-49574-3800	475.54
Total 604495743800:					475.54
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49584-1340	2.87 M
Total 604495841340:					2.87
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49585-1340	22.22 M
Total 604495851340:					22.22
08/14/2020	20200638	Innovative Office Supply	Paper for UB	604-49585-2000	4.52
Total 604495852000:					4.52
08/14/2020	20200644	MAS Communications Inc.	Answering service - July	604-49585-3200	95.05
Total 604495853200:					95.05
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49586-1340	3.74 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49586-1340	5.27 M
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	604-49586-1340	14.22 M
Total 604495861340:					23.23
08/14/2020	20200650	Pantheon Computer Systems Inc.	August agreement	604-49586-4950	926.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495864950:					926.50
08/14/2020	20200624	Border States Electric Supply	conversion supplies	604-49593-5300	112.63
08/14/2020	20200624	Border States Electric Supply	conversion supplies	604-49593-5300	99.44
08/14/2020	20200642	Lenz Lawn Care & Landscaping Inc.	lawn restoration	604-49593-5300	2,286.25
08/14/2020	20200642	Lenz Lawn Care & Landscaping Inc.	lawn restoration	604-49593-5300	2,286.25
08/14/2020	20200657	U.S. Bank - CC	Inspection Fees	604-49593-5300	504.00
Total 604495935300:					5,288.57
Total Electric Utility:					565,285.12
Storm Water Utility					
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	651-43140-1340	12.46 M
Total 651431401340:					12.46
08/14/2020	155526	Stantec Consulting Services Inc	WLA Study	651-43140-3000	7,246.50
Total 651431403000:					7,246.50
08/14/2020	82005	City of Waseca	July Utilities	651-43140-3800	134.88 M
Total 651431403800:					134.88
08/14/2020	155495	Ferguson Enterprises Inc	pipe & fittings	651-43140-4000	4,857.55
08/14/2020	155495	Ferguson Enterprises Inc	pipe fittings	651-43140-4000	523.41
08/14/2020	155495	Ferguson Enterprises Inc	pipe fittings	651-43140-4000	294.70
08/14/2020	155495	Ferguson Enterprises Inc	Glue	651-43140-4000	30.80
Total 651431404000:					5,706.46
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	651-49585-1340	3.49 M
Total 651495851340:					3.49
Total Storm Water Utility:					13,103.79
Central Garage Services					
08/12/2020	82019	Reliance Standard	Aug LTD Insurance	701-43180-1340	38.06 M
Total 701431801340:					38.06
08/14/2020	155546	Waseca County Highway Department	Monthly billing	701-43180-2120	108.64
Total 701431802120:					108.64
08/14/2020	155480	C & D Oil Services of Waseca LLC	used oil filter disposal	701-43180-2170	50.00
08/14/2020	155499	Huber Supply Co Inc	tank rental	701-43180-2170	22.19
08/14/2020	20200646	Napa Auto Parts	Parts	701-43180-2170	17.69
08/14/2020	20200655	Sportsmans Stop Inc.	Shipping Charges	701-43180-2170	32.11
Total 701431802170:					121.99
08/14/2020	155478	Bock's Service Inc.	tires for water utility trk 60	701-43180-2210	724.65

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/14/2020	20200625	Christensen Tire Service	repar noise in R-R wheel	701-43180-2210	59.59
08/14/2020	20200625	Christensen Tire Service	Tire repair	701-43180-2210	249.36
08/14/2020	155492	Demi Ford Lincoln Mercury Inc	window switch assem	701-43180-2210	146.61
08/14/2020	155507	MacQueen Equipment Inc.	right dirt shoe	701-43180-2210	224.29
08/14/2020	155507	MacQueen Equipment Inc.	left dirt shoe	701-43180-2210	256.22
08/14/2020	20200646	Napa Auto Parts	Parts	701-43180-2210	546.35
08/14/2020	20200651	Sanco Equipment LLC	124-19 severe duty tires	701-43180-2210	1,751.55
08/14/2020	155532	The Shop	#26 clutch adjustment	701-43180-2210	47.50
Total 701431802210:					4,006.12
08/14/2020	20200657	U.S. Bank - CC	Air hose reels	701-43180-2400	261.42
Total 701431802400:					261.42
08/14/2020	20200654	Southern MN Inspection Co. LLC	Lift Inspection	701-43180-3100	565.00
08/14/2020	20200657	U.S. Bank - CC	Monthly diagnostic tool charge	701-43180-3100	149.00
Total 701431803100:					714.00
Total Central Garage Services:					5,250.23
Property and Liability Insuran					
08/14/2020	155486	CJ Masonry	Street Garage Repair	702-49955-3640	9,950.00
08/14/2020	155526	Stantec Consulting Services Inc	Public Works Garage Repairs-Accident Damage	702-49955-3640	1,883.98
Total 702499553640:					11,833.98
Total Property and Liability Insuran:					11,833.98
Equipment Replacement Fund					
08/14/2020	20200650	Pantheon Computer Systems Inc.	Final Payment for Server	705-49910-5400	2,887.50
Total 705499105400:					2,887.50
08/14/2020	20200641	L & L Street Rod & Sports Truck LLC	additions to new squad car	705-49920-5400	2,415.00
08/14/2020	155547	WatchGuard Video	New Squad expense	705-49920-5400	165.00
Total 705499205400:					2,580.00
Total Equipment Replacement Fund:					5,467.50
Grand Totals:					2,120,601.67

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

Title:	Professional Services from Stantec for Brown Ave & Well #2 Improvements		
Meeting Date:	August 18, 2020	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Utilities & PW	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High Quality Community Assets		

BACKGROUND: The City of Waseca is planning to construct trunk watermain improvements to enhance system fire flow capabilities, strengthen the water distribution system to support existing and proposed commercial development and provide a potential future water tower site along Brown Ave to assist with water capacity in the Conagra project, MJ Properties, and future West Interchange development.

The City has asked Stantec to design and prepare construction and bidding documents for the construction of the aforementioned segments of watermain. The total cost of this design phase is preliminarily estimated at \$94,990.50 which will include design research, existing and proposed utility tabulations, existing conditions and removals, watermain plan/profile design drawings, standard utility construction details, notes and utility quantity tabulations to be included in a separate construction cost estimate. During early 2021, Construction Administration services will be proposed by Stantec, which will include construction inspection and contractor oversight.

BUDGET IMPACT: The City has applied for State funding for 50% the entire, including engineering services and water main construction. A grant has not yet been approved by the State. Staff also proposed that the tax abatement for the Conagra project be set at 50% instead of the desired 65% with the difference in abatement levels being applied to the local share of the project. Any costs not covered by these sources would need to be funded using water fund reserves.

ALTERNATIVES CONSIDERED: Watermain improvements, to be constructed by November 2021, are essential for the ConAgra project to move forward.

RECOMMENDATION: Staff recommends Council authorization for the City Manager and the Utilities and Public Works Director to enter in an agreement and to negotiate with Stantec for Professional Engineering Services.

CONTRACT CONSTRUCTION PAYMENT REQUEST

6D

DATE: August 3, 2020

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: 3rd St Improvement Project

CITY PROJECT NO. 2019-01

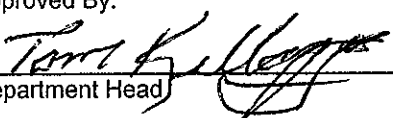


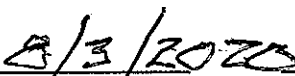
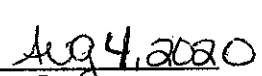

PAYMENT REQUEST: No.11

PAYMENT PERIOD: June 9, 2020 - August 3, 2020

CONTRACTOR: Heselton Construction

PAYMENT AMOUNT: \$18,771.16

Approved By:

		
Department Head	Director of Finance	City Manager
		
Date	Date	Date

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

Client: City of Waseca 508 S. State St Waseca, MN 56093	Contractor: Heselton Construction, LLC. P.O. Box 246 Faribault, MN 55021
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WSB Project No.: R-011736-000
Client Project No.:
State Project No.: SAP 081-613-009
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$2,571,730.37	Original	\$2,571,730.37
Contract Changes	\$216,355.41	Additional	N/A
Revised Contract	\$2,788,085.78	Total	\$2,571,730.37

Work Certified To Date	
Base Bid Items	\$2,671,900.46
Contract Changes	\$237,422.13
Material On Hand	\$0.00
Total	\$2,909,322.59

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$18,771.16	\$2,909,322.59	\$72,733.06	\$2,818,287.64	\$18,301.88	\$2,836,589.53
Percent: Retained: 2.5%			Percent Complete: 104.35%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Monica Heil
Monica Heil, PE, Project Manager

July 30, 2020

Date

Approved By Heselton Construction, LLC.

Dean Samman
Contractor

7/30/2020
Date

Approved By City of Waseca

Tom Kullberg

8/3/2020
Date

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	05/29/19	\$144,882.25	\$7,244.11	\$137,638.14
2	06/25/19	\$340,484.40	\$17,024.22	\$323,460.18
3	07/30/19	\$174,353.79	\$8,717.69	\$165,636.10
4	08/27/19	\$206,035.54	\$10,301.78	\$195,733.76
5	09/24/19	\$554,085.34	\$27,704.27	\$526,381.07
6	10/29/19	\$468,780.97	\$23,439.04	\$445,341.93
7	11/22/19	\$237,428.02	\$11,871.41	\$225,556.61
8	12/10/19	\$184,822.38	\$9,231.11	\$175,591.27
9	01/13/20	\$27,988.42	\$1,399.43	\$26,588.99
10	06/29/20	\$551,890.33	(\$44,669.27)	\$593,527.77
11	07/29/20	\$18,771.16	\$469.27	\$18,301.89

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
LOCAL - 3RD STREET SANITARY SEWER IMPROVEMENTS	\$395,133.64	\$9,878.34	\$384,620.81	\$634.49	\$385,255.30
LOCAL - 3RD STREET WATERMAIN IMPROVEMENTS	\$415,402.40	\$10,385.06	\$404,389.44	\$627.90	\$405,017.34
LOCAL - CSAH 13	\$166,175.64	\$4,154.39	\$159,134.84	\$2,886.41	\$162,021.25
S.A.P. 081-13-009 - CSAH 13	\$100,592.27	\$2,514.81	\$98,077.46	\$0.00	\$98,077.46
S.A.P. 172-102-011 3RD STREET NE	\$934,656.15	\$23,366.40	\$900,217.08	\$11,072.67	\$911,289.75
S.A.P. 172-102-011- 3RD STREET STORM SEWER IMPROVEMENTS	\$897,362.49	\$22,434.06	\$871,848.01	\$3,080.42	\$874,928.43

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
01	MSA/Local Roadway	\$11,072.67	\$879,142.92	\$884,294.73	\$911,289.75
02	MSA/Local Storm Sewer	\$3,080.42	\$883,301.55	\$657,451.00	\$874,928.43
03	Municipal (CSAH < 5000)	\$0.00	\$101,560.27	\$257,542.14	\$98,077.46
04	Local	\$2,886.41	\$159,065.34		\$162,021.25
05	Local Water	\$627.90	\$389,442.25	\$398,066.28	\$405,017.34
06	Local Sanitary Sewer	\$634.49	\$363,200.14	\$373,385.48	\$385,255.30

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$48,100.00	1	0	\$0.00	1	\$48,100.00
2	2101.524	CLEARING	TREE	\$755.00	3	0	\$0.00	9	\$6,795.00
3	2101.524	GRUBBING	TREE	\$108.00	3	0	\$0.00	7	\$756.00

3rd Street NE Improvement
Project

Pay Voucher 11

wsb⁷

4	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$325.00	48	0	\$0.00	51	\$16,575.00
5	2104.502	REMOVE CASTING	EACH	\$100.00	1	0	\$0.00	1	\$100.00
6	2104.502	REMOVE HYDRANT	EACH	\$335.00	6	0	\$0.00	6	\$2,010.00
7	2104.502	REMOVE GATE VALVE & BOX	EACH	\$268.00	19	0	\$0.00	19	\$5,092.00
8	2104.502	REMOVE SIGN	EACH	\$32.35	14	0	\$0.00	16	\$517.60
9	2104.502	SALVAGE SIGN	EACH	\$32.35	6	1	\$32.35	6	\$194.10
10	2104.503	REMOVE WATER MAIN	LF	\$5.80	3238	0	\$0.00	3237	\$18,774.60
11	2104.503	REMOVE WATER SERVICE PIPE	LF	\$1.00	1272	0	\$0.00	1484	\$1,484.00
12	2104.503	REMOVE SEWER PIPE (STORM)	LF	\$7.60	4084	0	\$0.00	4545	\$34,542.00
13	2104.503	REMOVE SANITARY SERVICE PIPE	LF	\$1.50	1993	0	\$0.00	1580	\$2,370.00
14	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	\$3.85	2726	0	\$0.00	2724	\$10,487.40
15	2104.503	REMOVE CURB & GUTTER	LF	\$2.60	5573	81	\$210.60	5777	\$15,020.20
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	\$4.85	352	0	\$0.00	243	\$1,178.55
17	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$2.10	661	0	\$0.00	823	\$1,728.30
18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$6.90	584	0	\$0.00	652.3	\$4,500.87
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$3.30	173	0	\$0.00	173	\$570.90
20	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$4.00	13329	0	\$0.00	13626	\$54,504.00
21	2104.504	REMOVE CONCRETE PAVEMENT	SY	\$8.00	115	0	\$0.00	117	\$936.00
22	2104.518	REMOVE CONCRETE WALK	SF	\$0.75	19937	710	\$532.50	20647	\$15,485.25
23	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
24	2104.618	SALVAGE BRICK PAVERS	SF	\$4.70	128	0	\$0.00	160	\$752.00
25	2105.504	GEOTEXTILE FABRIC TYPE 5	SY	\$1.00	16096	0	\$0.00	16782	\$16,782.00
26	2105.509	STABILIZING AGGREGATE	TON	\$22.00	140	0	\$0.00	638	\$14,036.00
27	2105.601	DEWATERING	LS	\$0.01	1	0	\$0.00	0	\$0.00
28	2106.507	EXCAVATION - COMMON (P)	CY	\$15.70	7871	0	\$0.00	7871	\$123,574.70
29	2106.507	EXCAVATION - SUBGRADE	CY	\$11.25	700	0	\$0.00	768	\$8,640.00

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

30	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$21.85	5140	-322	(\$7,035.70)	5434	\$118,732.90
31	2112.519	SUBGRADE PREPARATION	RDST	\$260.00	34	0	\$0.00	34	\$8,840.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$150.00	25	0	\$0.00	81.9	\$12,285.00
33	2130.523	WATER	MGAL	\$50.00	67	0	\$0.00	5	\$250.00
34	2131.506	CALCIUM CHLORIDE SOLUTION	GAL	\$1.70	3633	0	\$0.00	0	\$0.00
35	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$12.25	3135	170.8	\$2,092.30	3703.8	\$45,371.55
36	2331.603	JOINT ADHESIVE	LF	\$0.57	5991	0	\$0.00	5900	\$3,363.00
37	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.21	740	0	\$0.00	1350	\$2,983.50
38	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$79.95	1672	0	\$0.00	1624.5	\$129,878.78
39	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)	TON	\$76.55	1758	0	\$0.00	1871.6	\$143,270.98
40	2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	\$22.00	60	0	\$0.00	464.2	\$10,212.40
41	2502.503	4" TP PIPE DRAIN	LF	\$18.50	491	0	\$0.00	748	\$13,838.00
42	2502.503	6" PERF TP PIPE DRAIN	LF	\$15.80	4849	0	\$0.00	4831	\$76,329.80
43	2502.601	IRRIGATION SYSTEM PROVISION	LS	\$8,000.00	1	0	\$0.00	1	\$8,000.00
44	2502.602	6" TP PIPE DRAIN CLEAN OUT	EACH	\$400.00	34	0	\$0.00	32	\$12,800.00
45	2503.503	4" PVC PIPE SEWER	LF	\$30.00	169	0	\$0.00	188	\$5,640.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V	LF	\$48.00	609	0	\$0.00	607	\$29,136.00
47	2503.503	18" RC PIPE SEWER DES 3006 CL V	LF	\$52.90	24	0	\$0.00	25	\$1,322.50
48	2503.503	24" RC PIPE SEWER DES 3006 CL III	LF	\$61.00	281	0	\$0.00	308	\$18,788.00
49	2503.503	30" RC PIPE SEWER DES 3006 CL III	LF	\$88.50	672	0	\$0.00	672	\$59,472.00
50	2503.503	36" RC PIPE SEWER DES 3006 CL III	LF	\$124.65	194	0	\$0.00	194	\$24,182.10
51	2503.503	42" RC PIPE SEWER DES 3006 CL III	LF	\$164.00	553	0	\$0.00	537	\$88,068.00
52	2503.503	42" RC PIPE SEWER DES 3006 CL IV	LF	\$188.00	659	0	\$0.00	669	\$125,772.00
53	2503.503	48" RC PIPE SEWER DES 3006 CL III	LF	\$195.40	167	0	\$0.00	147.1	\$28,743.34
54	2503.511	12" PVC PIPE SEWER, SDR 35	LF	\$37.80	428	0	\$0.00	427	\$16,140.60
55	2503.601	STORM SEWER BYPASS PUMPING	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00

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56	2503.601	SANITARY SEWER BYPASS PUMPING	LS	\$37,500.00	1	0	\$0.00	1	\$37,500.00
57	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$478.00	7	0	\$0.00	10	\$4,780.00
58	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$155.00	53	0	\$0.00	39	\$6,045.00
59	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$60.00	1648	0	\$0.00	1542	\$92,520.00
60	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$63.00	164	0	\$0.00	194	\$12,222.00
61	2503.603	8" PVC PIPE SEWER - SDR 35	LF	\$33.40	1109	0	\$0.00	1172	\$39,144.80
62	2503.603	10" PVC PIPE SEWER - SDR 35	LF	\$39.60	537	0	\$0.00	507	\$20,077.20
63	2503.603	15" PVC PIPE SEWER SDR 35	LF	\$42.40	577	0	\$0.00	584	\$24,761.60
64	2503.603	TELEWISE SANITARY SEWER	LF	\$1.46	2651	0	\$0.00	2670	\$3,898.20
65	2503.603	TELEWISE SANITARY SEWER SERVICE - LATERAL LAUNCH	LF	\$5.04	2326	106.4	\$536.26	3345.4	\$16,860.82
66	2503.603	TELEWISE SANITARY SEWER SERVICE - CLEANOUT	LF	\$0.10	1245	0	\$0.00	0	\$0.00
67	2504.601	TEMPORARY WATER SERVICE	LS	\$20,700.00	1	0	\$0.00	1	\$20,700.00
68	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	10	0	\$0.00	11	\$9,350.00
69	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$195.00	48	0	\$0.00	41	\$7,995.00
70	2504.602	HYDRANT	EACH	\$4,558.00	6	0	\$0.00	5	\$22,790.00
71	2504.602	1" CORPORATION STOP	EACH	\$300.00	44	0	\$0.00	45	\$13,500.00
72	2504.602	1.5" CORPORATION STOP	EACH	\$470.00	4	0	\$0.00	3	\$1,410.00
73	2504.602	4" GATE VALVE & BOX	EACH	\$1,365.00	1	0	\$0.00	0	\$0.00
74	2504.602	6" GATE VALVE & BOX	EACH	\$1,620.00	14	0	\$0.00	11	\$17,820.00
75	2504.602	8" GATE VALVE & BOX	EACH	\$2,065.00	11	0	\$0.00	16	\$33,040.00
76	2504.602	1" CURB STOP & BOX	EACH	\$349.00	44	0	\$0.00	45	\$15,705.00
77	2504.602	1.5" CURB STOP & BOX	EACH	\$600.00	4	0	\$0.00	3	\$1,800.00
78	2504.603	1" TYPE PE PIPE	LF	\$44.20	1274	0	\$0.00	1756	\$77,615.20
79	2504.603	1 1/2" TYPE PE PIPE	LF	\$46.00	91	0	\$0.00	79	\$3,634.00
80	2504.603	6" WATERMAIN DUCTILE IRON CL 50	LF	\$36.50	136	0	\$0.00	0	\$0.00
81	2504.603	4" PVC WATERMAIN	LF	\$30.35	8	0	\$0.00	14	\$424.90

3rd Street NE Improvement
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82	2504.603	6" PVC WATERMAIN	LF	\$30.75	21	0	\$0.00	360	\$11,070.00
83	2504.603	8" PVC WATERMAIN	LF	\$34.10	3105	0	\$0.00	2949	\$100,560.90
84	2504.604	4" POLYSTYRENE INSULATION	SY	\$46.00	80	14	\$644.00	82	\$3,772.00
85	2504.608	DUCTILE IRON FITTINGS	LB	\$10.00	1950	0	\$0.00	2347	\$23,470.00
86	2505.601	UTILITY COORDINATION	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
87	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$2,084.00	19	0	\$0.00	19	\$39,596.00
88	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2	LF	\$24,500.00	1	0	\$0.00	1	\$24,500.00
89	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LF	\$432.00	55.1	2.2	\$950.40	57.3	\$24,753.60
90	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LF	\$523.00	39.2	0.5	\$261.50	45.6	\$23,848.80
91	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LF	\$655.00	49.3	0.5	\$327.50	48.7	\$31,898.50
92	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	LF	\$946.00	20	0	\$0.00	20	\$18,920.00
93	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	LF	\$2,264.00	6.5	0	\$0.00	6.5	\$14,716.00
94	2506.502	CASTING ASSEMBLY	EACH	\$542.00	38	0	\$0.00	39	\$21,138.00
95	2506.602	CHIMNEY SEALS	EACH	\$270.00	58	6	\$1,620.00	58	\$15,660.00
96	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	\$2,728.00	10	0	\$0.00	11	\$30,008.00
97	2506.602	CONSTRUCT SANITARY MANHOLE OVERDEPTH (>8')	LF	\$229.00	38	0.5	\$114.50	41.53	\$9,510.37
98	2521.518	4" CONCRETE WALK	SF	\$5.90	16295	742	\$4,377.80	17037	\$100,518.30
99	2521.518	6" CONCRETE WALK	SF	\$11.10	4434	12	\$133.20	4254	\$47,219.40
100	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	\$17.80	5576	0	\$0.00	5777	\$102,830.60
101	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$73.80	614.4	42.6	\$3,143.88	675.5	\$49,851.90
102	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	\$93.70	52.5	0	\$0.00	98.65	\$9,243.51
103	2531.601	ADA COMPLIANCE SUPERVISOR	LS	\$645.00	1	0	\$0.00	1	\$645.00
104	2531.618	TRUNCATED DOMES	SF	\$38.70	266	0	\$0.00	279	\$10,797.30
105	2557.602	REPAIR DOG FENCE	EACH	\$375.00	5	0	\$0.00	0	\$0.00
106	2563.601	TRAFFIC CONTROL	LS	\$11,750.00	1	0	\$0.00	1	\$11,750.00

3rd Street NE Improvement
Project

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107	2564.518	SIGN PANELS TYPE C	S F	\$53.90	164.2	168.4	\$9,076.76	168.4	\$9,076.76
108	2564.602	INSTALL SALVAGED SIGN	EACH	\$130.00	6	6	\$780.00	6	\$780.00
109	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$600.00	5	0	\$0.00	1	\$600.00
110	2573.501	STORM DRAIN INLET PROTECTION	LS	\$6,340.00	1	0	\$0.00	1	\$6,340.00
111	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,960.00	1	0	\$0.00	1	\$1,960.00
112	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
113	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	\$2.16	2392	0	\$0.00	683	\$1,475.28
114	2574.507	COMMON TOPSOIL BORROW	CY	\$25.00	40	0	\$0.00	324	\$8,100.00
115	2575.504	SODDING TYPE LAWN	SY	\$6.50	4750	0	\$0.00	5143	\$33,429.50
116	2575.560	HYDROMULCH	SY	\$1.35	2454	0	\$0.00	1370	\$1,849.50
117	2575.535	WATER (TURF ESTABLISHMENT)	MGAL	\$17.25	106.4	0	\$0.00	0	\$0.00
118	2582.503	4" BROKEN LINE PAINT	LF	\$1.29	1094	0	\$0.00	520	\$670.80
119	2582.503	12" SOLID LINE PAINT	LF	\$2.16	820	0	\$0.00	1120.5	\$2,420.28
120	2582.503	24" SOLID LINE PAINT	LF	\$3.77	153	0	\$0.00	238.6	\$899.52
Bid Totals:							\$17,797.85		\$2,671,900.46

Project Category Totals			Amount This Voucher	Amount To Date
Category			\$17,797.85	\$2,671,900.46
Schedule A Surface and Utility Improvements				

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	121	2503.603	8" PVC PIPE SEWER - SDR 35	LF	(\$33.40)	749	0	\$0.00	0	\$0.00
CO	1	122	2503.603	8" PVC PIPE SEWER - SDR 26	LF	\$36.70	749	0	\$0.00	733	\$26,901.10
CO	1	123	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	EACH	\$84.26	12	0	\$0.00	19	\$1,600.94
CO	1	124	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	EACH	\$114.50	2	0	\$0.00	1	\$114.50
CO	1	125	2021.501 a	Restocking Fee	LS	\$487.82	1	0	\$0.00	1	\$487.82

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

BK	1	126	2011.601	BITUMINOUS INCENTIVE AND DISINCENTIVE	LS	(\$659.10)	1	0	\$0.00	1	(\$659.10)
CO	3	127	99945	WORK REQUEST CHANGES	LS	\$4,515.30	1	0	\$0.00	1	\$4,515.30
CO	4	128	99945	WORK REQUEST CHANGES	LS	\$3,511.98	1	0	\$0.00	1	\$3,511.98
CO	5	129	99945	WORK REQUEST CHANGES	LS	\$1,736.38	1	0	\$0.00	1	\$1,736.38
CO	6	130	99945	WORK REQUEST CHANGES	LS	\$6,843.59	1	0	\$0.00	1	\$6,843.59
CO	7	131	99945	WORK REQUEST CHANGES	LS	\$6,791.00	1	0	\$0.00	1	\$6,791.00
CO	8	132	99945	WORK REQUEST CHANGES	LS	\$13,365.00	1	0	\$0.00	1	\$13,365.00
CO	9	133	99945	WORK REQUEST CHANGES	LS	\$7,627.40	1	0	\$0.00	1	\$7,627.40
CO	10	134	99945	WORK REQUEST CHANGES	LS	\$139,064.29	1	0	\$0.00	1	\$139,064.29
CO	12	136	99945	WORK REQUEST CHANGES	LS	\$12,959.52	1	0	\$0.00	1	\$12,959.52
CO	11	137	99945	WORK REQUEST CHANGES	LS	\$4,027.10	1	0	\$0.00	1	\$4,027.10
CO	14	138	2531.603	CONCRETE CURB DESIGN V	LF	\$38.00	300	0	\$0.00	199	\$7,562.00
BK	2	139	2360.502	BITUMINOUS DENSITY INCENTIVE	LS	\$973.31	1	1	\$973.31	1	\$973.31
Contract Change Totals:									\$973.31		\$237,422.13

Contract Change Totals				Amount This Voucher	Amount To Date
No.	Contract Change	Description			
1	CO	<p>During the utility construction in the City of Waseca , it was discovered that an additional Centurylink duct bank was in the southbound lane of the street between 4th Ave. and 5th Ave. The Engineer determined that the proposed sanitary sewer line must be moved to a common trench with the watermain in the northbound lane between 4th Ave . and 6th Ave.</p> <p>The Engineer has determined that the Contract needs to be revised in accordance with specification 1402.2, Differing site condition .</p> <p>Resolution: The Contractor shall provide all labor, equipment and materials wh ich includes 8" PVC SDR 26 CL 160 Pressure Pipe for the Sanitary Sewer with SDR 26 Wyes as directed by the Engineer under the Local Funding portions only. All work shall be in accordance with all the applicable specifications.</p> <p>Payment for this work will be made in accordance to the revised unit prices listed in the Estimate of Cost below and includes all excavation, PVC pipe, fittings , restocking fees and incidentals to complete the work.</p>		\$0.00	\$29,104.36

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

			\$0.00	(\$659.10)
1	BK	See Backsheet No. 1	\$0.00	
3	CO	<p>Issue:</p> <p>During excavation for connect to existing sanitary sewer service lines, it was determined that the services had multiple bends not depicted in as-built drawings, causing the Contractor to search for the service locations at the property line for services at 511, 423 and 411 - 3rd Street.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution:</p> <p>The Contractor was ordered to explore along the property line to find the existing sanitary sewer line. The Contractor will be paid a lump sum payment that covers all cost associated with the work ordered by the engineer. This work was tracked in Work Order No. 8 submitted by the Contractor.</p>	\$0.00	\$4,515.30
4	CO	<p>Issue:</p> <p>During storm sewer removals in the westerly half of 6th Ave intersection, an existing 24" storm sewer line was discovered.</p> <p>The Engineer has determined that the Contract needs to be revise.</p> <p>Resolution:</p> <p>The Engineer ordered the Contractor to install a new structure in the SW quadrant of 6th Ave NE, construct collars around the tie-in connection points, bulkhead an abandon storm sewer line, modify new structure to fit the alignment and work around utility lines in conflict.</p> <p>The Contractor will be compensated for labor and equipment only under this Change Order. New Structure, 24" RCP pipe and Connect to Existing will be paid under Contract prices.</p>	\$0.00	\$3,511.98
5	CO	<p>Issue:</p> <p>During storm sewer removals in the westerly half of 6th Ave intersection, an existing 15" storm sewer line was discovered in the NW quadrant.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution:</p> <p>The Engineer ordered the Contractor to install 14' of 8" PVC pipe between the in-place storm sewer pipe to structure 5026, bulkhead at the tie-in, modify structure 5026 to fit the alignment and work around utility lines in conflict.</p> <p>The Contractor will be compensated for labor, materials and equipment at the Lump Sum price indicated in the table below. The time, labor and equipment was tracked using Force Account and was submitted as Work Order. No. 10.</p>	\$0.00	\$1,736.38
6	CO	<p>Issue:</p> <p>During construction of sanitary sewer along 3rd Street NE, between 6th Ave NE and 7th Ave NE, the City of Waseca requested 7th Ave NE intersection to remain open. Sanitary sewer manhole No. 6 was moved to approximately station 23+30. During removal of the existing manhole on September 3, an existing sanitary sewer line ran from the west into the intersection. The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution:</p> <p>The Engineer ordered the Contractor to install a new sanitary manhole, at the previous planned location, install sanitary sewer pipe, core drill into sanitary manhole 7 and bypass pump during all work. The Contractor will be compensated for labor, materials and equipment at the Lump Sum price indicated in the table below. The new sanitary manhole and pipe will be paid a Contract prices. This work was tracked using Force Account and was submitted as Work Order. No. 12.</p>	\$0.00	\$6,843.59
7	CO	Issue:	\$0.00	\$6,791.00

		<p>During construction of the hydrant installation, the City of Waseca requested the hydrants along 3rd Street NE between 4th Ave NE and 7th Ave NE be moved from the east side of the street to the west side. In doing so, at approximately station 15+44, the hydrant that was installed, reduced the available parking for the resident located at 501 3rd Street NE. The Owner directed the hydrant be relocated.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution: The Engineer ordered the Contractor to remove the hydrant install at station 15+44 and reinstall at station 15+02 to maximize the available parking.</p> <p>The Contractor will be compensated for labor, materials and equipment at the Lump Sum price indicated in the table below. The work was tracked using Force Account and was submitted as Work Order No. 5.</p>		
8	CO	<p>Issue: Curb and gutter placed along 3rd Street NE from 4th Ave NE to 9th Ave NE will have an exposed 2-edge during the winter of 2019-2020, as the final lift of street pavement will not be placed until 2020. The City desires to have this curb and gutter edge protected during the winter plowing season.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution: The City Engineer has requested a 2' x 2" wedge be placed along the total length of the curb and gutter between 4th Ave NE to 9th Ave NE to protect the curb edge during the winter plowing season.</p>	\$0.00	\$13,365.00
9	CO	<p>Issue: The City Engineer, along with the homeowners of the shared driveway at 501/ 505 3rd St NE, agreed to have the Contractor regrade their driveways outside planned construction limits.</p> <p>The Engineer has determined that the Contract needs to be revised as a result.</p> <p>Resolution: The City Engineer requested the retaining wall at 501 3rd St NE be reconstructed adjacent to the driveway grading and a wall be added to the north side of the shared driveway at 505 3rd St NE.</p>	\$0.00	\$7,627.40
10	CO	<p>Issue: Prior to designing this project, surveyors retained by WSB took elevations of structure 5027, but due to water in the structure could not see to its bottom. The project plans prepared by WSB instructed the Contractor to verify the storm sewer connections in this structure prior to construction.</p> <p>At the start of construction in phase 1, the Contractor and utility companies potholed to determine the exact location of each utility. During this operation it was discovered CenturyLink's concrete duct bank was not in the NB lanes as indicated by utility maps and field locates supplied to the City and WSB. The duct bank was located in the SB lanes causing conflicts with the water main, sanitary sewer and storm sewer.</p> <p>The City and WSB, acting in good faith, allowed the Contractor to start work at storm structure 5108 rather than 5027. Pursuant to the applicable drawing, the Contractor shot elevations of structure 5027 prior to starting work, but due to water in the structure the Contractor could not see to its bottom. 5027 is the low point of all structures in phase 1. The Contractor installed the storm sewer in accordance with the plans, both north and south of structure 5027. In doing so, once the Contractor began work at 5027, it was discovered to contain a sump</p>	\$0.00	\$139,064.29

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

		<p>0.9' below the outflow structure within Structure 5027. This 0.9' sump caused all pipe installed to-date, which were to be connected to 5027, to be installed 0.9' low.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution: The City Engineer ordered the Contractor to remove pipe runs from 5108 to 5109 and 5021A to 5018 and re-installed. This re-work was tracked via Force Account for labor, materials and equipment and was originally submitted as Work Order No. 6.</p>		
11	CO	<p>City Utility Relocate - Issue: During pavement removals and roadway subcutting between 7th Ave NE and 8th Ave NE it was discovered that City Electric and Mediacom utilities were not located in the boulevard as they had been previously located, discussed at both the utility coordination meeting and preconstruction meeting for the project, and shown on the plans based on the utility locates completed with the topographic survey for the project.</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution: The Owner and Engineer ordered the Contractor to excavate around and relocate utility lines in conflict.</p> <p>The Contractor will be compensated for labor and equipment under this Change Order.</p> <p>The Contract time will not be revised.</p>	\$0.00	\$4,027.10
12	CO	<p>Issue: Work surrounding CenturyLink facilities not previously identified within the southbound travel lane of 3rd Street between 4th and 6th Avenue. The Contractor was required to complete public utility installation adjacent to the CenturyLink facility represents under the terms of Differing Site Conditions as defined by MnDOT 1402.2(2).</p> <p>The Engineer has determined that the Contract needs to be revised.</p> <p>Resolution: The Contractor was required to alter means and methods associated with public utility installation to avoid conflicts with the previously unmarked and unknown CenturyLink facilities. The Contractor will be paid a lump sum payment that covers all cost associated with the work ordered by the engineer. This work was tracked in Work Order No. 3 submitted by the Contractor.</p>	\$0.00	\$12,959.52
14	CO	<p>During preparation of sidewalks and pedestrian ramps along 3rd Street NE, grading between sidewalk and construction limits resulted in a steepened slope. The Owner and Engineer ordered the Contractor to construct V curb as shown on MnDOT standard plan sheet 5-297.250 (sheet 5 of 6) in the Contract Plans (sheet 18 of 84) at location determined by the Engineer. The Contractor will be compensated per linear foot at the price indicated below which includes all labor, materials, equipment and any incidentals associated with excavation and construction of the V curb under this Change Order. The Contract time will not be revised.</p>	\$0.00	\$7,562.00
2	BK	Bituminous Density Incentive	\$973.31	\$973.31

Revised Contract Total:

\$2,909,322.59

Material On Hand Additions

3rd Street NE Improvement
Project

Pay Voucher 11

wsb

Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining
41	2502.503	4" TP PIPE DRAIN	07/30/2019	200 L F \$268.00	200 L F \$268.00	0 L F \$0.00
42	2502.503	6" PERF TP PIPE DRAIN	07/30/2019	1,620 L F \$3,353.40	1,620 L F \$3,353.40	0 L F \$0.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V	07/30/2019	16 L F \$316.16	16 L F \$316.16	0 L F \$0.00
51	2503.503	42" RC PIPE SEWER DES 3006 CL III	07/30/2019	48 L F \$4,997.76	48 L F \$4,997.76	0 L F \$0.00
53	2503.503	48" RC PIPE SEWER DES 3006 CL III	07/30/2019	16 L F \$2,055.04	16 L F \$2,055.04	0 L F \$0.00
59	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	07/30/2019	580 L F \$1,229.60	580 L F \$1,229.60	0 L F \$0.00
60	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	07/30/2019	35.8 L F \$133.53	35.8 L F \$133.53	0 L F \$0.00
61	2503.603	8" PVC PIPE SEWER - SDR 35	07/30/2019	308 L F \$1,114.96	308 L F \$1,114.96	0 L F \$0.00
62	2503.603	10" PVC PIPE SEWER - SDR 35	07/30/2019	56 L F \$317.52	56 L F \$317.52	0 L F \$0.00
74	2504.602	6" GATE VALVE & BOX	07/30/2019	5 EACH \$3,142.45	5 EACH \$3,142.45	0 EACH \$0.00
75	2504.602	8" GATE VALVE & BOX	07/30/2019	6 EACH \$6,001.08	6 EACH \$6,001.08	0 EACH \$0.00
83	2504.603	8" PVC WATERMAIN	07/30/2019	780 L F \$6,060.60	780 L F \$6,060.60	0 L F \$0.00

Title:			
Meeting Date:	August 18, 2020	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	List of recommended grants
Originating Department:	Finance	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development by using federal assistance to help small business deal with the economic impacts of the COVID-19 pandemic.		

BACKGROUND: The City Council has approved the use of \$300,000 in CARES Act money received by the City to help fund, along with Waseca County, a grant program to assist small businesses and non-profits. Chamber of Commerce Executive Director Ann Fitch is assisting in the administration of the program and has submitted the attached list of proposed awards.

BUDGET IMPACT: Expends money consistently with the guidelines of the CARES Act and will not impact the General Fund Budget.

ALTERNATIVES CONSIDERED: This action is the approval of the disbursement of funds that have already been dedicated to this purpose by the City Council. The program administrator determines an applicant's eligibility and this is the final approval required by the City Council.

RECOMMENDATION:

1. Approve payment of the first round of grants.
2. Consider a special meeting, which would be designed to be very brief, next week to approve the next round of grants. Staff would like to approve awards weekly to expedite the movement of funds to where they are needed.

BUSINESS NAME	DATE SUBMITTED	TIME SUBMITTED	TYPE OF BUSINESS	NUMBER OF FTE'S	REQUEST AMOUNT	RECOMMENDED AMOUNT	COUNTY PORTION	CITY OF WASECA PORTION	CITY OR TOWNSHIP	RECOMMENDATION SENT
TWIG CASE	8/3/2020	9:09:00 AM	LLC	1	\$5,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
ANNDERSON POWDER COATING	8/3/2020	11:03:00 AM	LLC	3	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
JOBS PLUS	8/3/2020	11:42:00 AM	NON PROFIT	20	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	Waseca	YES
LA PRE'CHEL	8/3/2020	1:30:00 PM		2	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
BOATHOUSE	8/3/2020	3:47:00 PM	LLC	15	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	Waseca	YES
TAS ADVERTNTURES	8/4/2020	9:46:00 AM	S-CORP	7	\$15,000.00	\$7,000.00	\$3,500.00	\$3,500.00	Waseca	YES
EL MOLINO	8/4/2020	9:46:00 AM	LLC	6	\$15,000.00	\$6,000.00	\$3,000.00	\$3,000.00	Waseca	YES
OSCAR'S ALL AMERICAN	8/4/2020	9:46:00 AM	LLC	6	\$15,000.00	\$6,000.00	\$3,000.00	\$3,000.00	Waseca	YES
THE MILL	8/6/2020	3:45:00 PM	LLC	2	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
PHEASANT CAFE	8/6/2020	5:11:00 PM	LLC	4	\$15,000.00	\$4,000.00	\$2,000.00	\$2,000.00	Waseca	YES
DEB & CO	8/5/2020	4:50:00 PM	SOLE PROPRIETORSHIP	1	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
AMERICAN LEGION	8/4/2020	11:35:00 AM	NON PROFIT	7.92	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	Waseca	YES
WASECA VFW	8/7/2020	1:00:00 PM	NON PROFIT	15	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	Waseca	YES
CRISTIE COLOUMBE	8/7/2020	2:00:00 PM	SOLE PROPRIETORSHIP	1	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
AWAKEN VIBRANCE	8/6/2020	11:28:00 AM	CORPORATION	1.5	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
XPRESSIONS SALON	8/7/2020	11:14:00 AM	CORPORATION	3	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
PIZZA RANCH	8/6/2020	10:00:00 AM	LLC	10.79	\$15,000.00	\$11,000.00	\$5,500.00	\$5,500.00	Waseca	YES
SNAP FITNESS	8/6/2020	10:00:00 AM	LLC	1	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
WILL COMPANY	8/4/2020	10:55:00 AM	CORPORATION	9	\$15,000.00	\$9,000.00	\$4,500.00	\$4,500.00	Waseca	YES
CASSIE'S CLASSIC CUTS	8/4/2020	2:46:00 PM	SOLE PROPRIETORSHIP	1	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
SUBWAY	8/4/2020	4:00:00 PM	LLC	7	\$15,000.00	\$7,000.00	\$3,500.00	\$3,500.00	Waseca	YES
KATIE O'LEARY'S	8/6/2020	9:45:00 AM	LLC	3.5	\$15,000.00	\$4,000.00	\$2,000.00	\$2,000.00	Waseca	YES
METRO EXTERIORS	8/6/2020	3:53:00 PM	LLC	1	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
ZINNIAS	8/6/2020	11:30:00 AM	SOLE PROPRIETORSHIP	2	\$15,000.00	\$3,000.00	\$1,500.00	\$1,500.00	Waseca	YES
					\$307,000.00	\$143,000.00	\$71,500.00	\$71,500.00		

From: [Delores Srp](#)
To: [Mike Anderson](#)
Subject: Resignation-Planning Commission
Date: Friday, August 14, 2020 8:39:59 AM

6F

Mike,

Please accept this e-mail as my resignation from the City of Waseca Planning Commission.

I have truly enjoyed my tenure and look forward to new participants taking action and achieving positive results.

Mayor Srp

CITY OF WASECA

6G

Board/Commission/Authority Application Form

Date 7/31/2020

Name Tom Glaser

Address 1609 Clear Lake Drive Waseca

Telephone Number: (Home) [REDACTED] (Work) [REDACTED] email [REDACTED]

Occupation: Retired

Please check the Board/Commission/Authority for which you are applying:

<input type="checkbox"/> Airport Board	<input type="checkbox"/> Human Rights Commission
<input type="checkbox"/> Charter Commission	<input type="checkbox"/> Community Ed Advisory Board
<input type="checkbox"/> Park Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Economic Development Authority	<input type="checkbox"/> Heritage Preservation Commission
<input type="checkbox"/> Housing & Redevelopment Authority	

Please tell us why you are interested in serving on this Board/Commission/Authority.

I've had an interest in the areas the Planning Commission is responsible for since my retirement in 2010. As a new resident of Waseca, I would like to get involved in the community with my qualifications and experience well suited for this role in service to the City.

Have you previously served on this Board/Commission/Authority? (if yes provide dates)

No

Have you held, or do you currently hold, an office on this Board/Commission/Authority?

No

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.
(List your experience, education, certification, etc.)

I served a three year term as a member of the Planning Commission for Olmsted Co. ending in December 2018 just prior to my move to Waseca. CV from application to that position is attached. I completed a class offered by GTS in Oct 2017 "Your Role as a Planning Commissioner", Phil Carlson, AICP presenting.

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093.

Title:	RESOLUTION NO. 20-35 RECEIVING QUOTES AND AWARDING CONTRACT FOR 2020 CRACK SEAL/SEAL COAT PROJECT, CITY PROJECT 2020-03		
Meeting Date:	August 18 th , 2020	Agenda Item Number:	6H
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution, Quote Tabulation and Project Area Map
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Adopt Resolution No. 20-35 Receiving Quotes and Awarding Contract for 2020 Crack Seal/Seal Coat Project, City Project 2020-03		
How does this item pertain to Vision 2030 goals?	Create High Quality Community Assets		

BACKGROUND: The City of Waseca awards a contract for crack sealing and seal coat of local streets annually in accordance with the pavement management policy. Quotes for this project were received on August 13th, 2020.

Two quotes were received; a tabulation of the quotes and the Engineers Estimate is attached. The lowest responsible quote received was from Astech Corporation in the amount of \$ 58,096.59. Astech has been a crack seal subcontractor on City projects in previous years and completed the projects on time and per specifications.

BUDGET IMPACT: The crack seal/seal coat project is included in the City's 2020 budget. The low quote of \$58,096.59 is within budget and will be funded by CIP Funds.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 20-35 Receiving Quotes and Awarding Contract for 2020 Crack Seal/Seal Coat Project, City Project 2020-03 and authorize the City Manager to enter into an agreement with Astech Corporation for the amount of \$58,096.59.

RESOLUTION NO. 20-35

**A RESOLUTION OF THE WASECA CITY COUNCIL
RECEIVING QUOTES AND AWARDED CONTRACT
FOR 2020 CRACK SEAL/SEAL COAT PROJECT
CITY PROJECT NO. 2020-03**

WHEREAS, all quotes on construction of the 2020 Crack Seal/Seal Coat Project, City Project No. 2020-03, are hereby received and tabulated; and

WHEREAS, the Quote of Astech Corporation, Inc. of St. Cloud, Minnesota, in the amount of \$58,096.59 for the construction of said improvements, in accordance with the plans and specifications and advertisement for quotes, is the lowest responsible quote, and shall be and hereby is accepted.

WHEREAS, the Mayor and City Manager are hereby authorized and directed to enter into a contract with said quoter for the construction of said improvements, for and on behalf of the City of Waseca.

NOW, THEREFORE, BE IT RESOLVED that the City Engineer is hereby authorized and directed to return forthwith to all quoters the deposits made with their quotes, except that the deposit of the successful quoter and the next two lowest quoters shall be retained until a contract has been executed.

Adopted this 18th day of August, 2020.

ROY SRP
MAYOR

ATTEST:

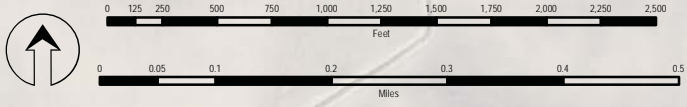
MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

QUOTE TABULATION CITY OF WASECA PROJECT 2020-03 2020 CRACK SEAL/SEAL COAT

QUOTE OPENING THURSDAY AUGUST 13TH, 2020 AT 10:00 A.M.

CONTRACTOR: Engineers Estimate
508 South State St
Waseca, MN 56093Asphalt Surface Technologies Corp.
P.O. Box 1025
St. Cloud, MN 56302Pearson Brothers
11079 Lamont Ave NE
Hanover, MN 55341

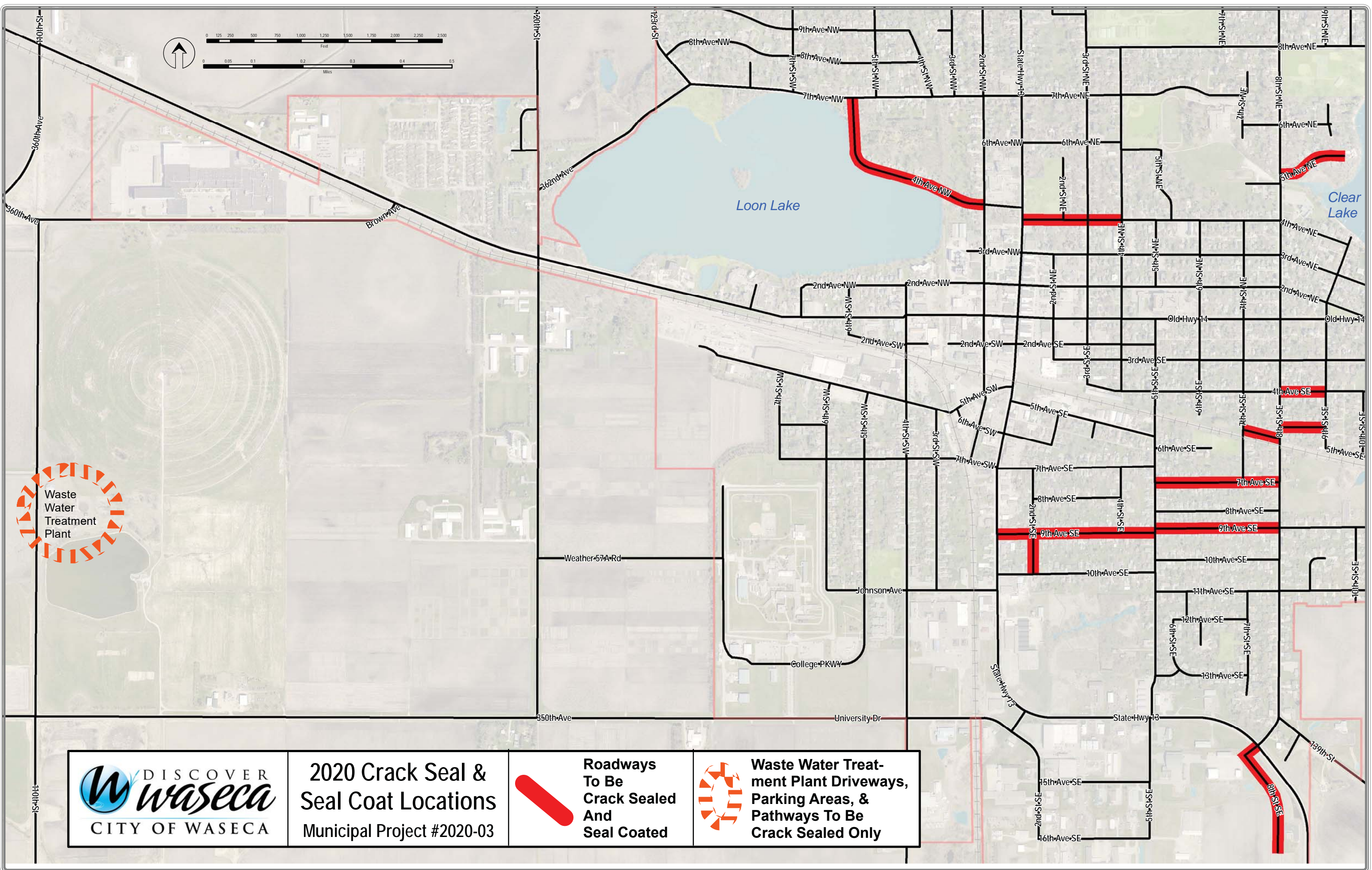
No.		Description	Unit		QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
CITY ROADWAYS											
1	2356.507	BITUMINOUS SEAL COAT	SQ. YD.		36851	\$ 1.20	\$ 44,221.20	\$ 1.10	\$ 40,536.10	\$ 1.00	\$ 36,851.00
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL.		11424	\$ 2.50	\$ 28,560.00	\$ 0.10	\$ 1,142.40	\$ 0.85	\$ 9,710.40
3	3723	BITUMINOUS PAVEMENT CRACK TREATMENT	LB.		4791	\$ 3.75	\$ 17,966.25	\$ 2.99	\$ 14,325.09	\$ 2.39	\$ 11,450.49
TOTAL CITY ROADWAYS							\$ 90,747.45		\$ 56,003.59		\$ 58,011.89
PARKING LOTS											
3	3723	BITUMINOUS PAVEMENT CRACK TREATMENT	LB.		700	\$ 3.75	\$ 2,625.00	\$ 2.99	\$ 2,093.00	\$ 2.39	\$ 1,673.00
TOTAL PARKING LOTS							\$ 2,625.00		\$ 2,093.00		\$ 1,673.00
TOTAL PROJECT 2020-03							\$ 93,372.45		\$ 58,096.59		\$ 59,684.89



**2020 Crack Seal &
Seal Coat Locations**
Municipal Project #2020-03

**Roadways
To Be
Crack Sealed
And
Seal Coated**

**Waste Water Treat-
ment Plant Driveways,
Parking Areas, &
Pathways To Be
Crack Sealed Only**



TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA

AND

CONAGRA BRANDS, INC.

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TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2020, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”), the County of Waseca, a political subdivision of the State of Minnesota (the “County”) (together, the City and County shall be referred to herein as the “Public Parties”), and Conagra Brands, Inc., a Delaware corporation (the “Developer”) (the City, County and Developer shall be collectively referred to herein as the “parties”, and any one of them as a “party”),

WITNESSETH:

WHEREAS, the Developer has owned and operated the Birdseye vegetable processing facility located at 400 4th Street Southwest in the City of Waseca, Waseca County, Minnesota, with Parcel Identification (PID) No. 172190020 (the “Current Facility”), for the previous [REDACTED] years, but has determined that it is no longer practical to continue operating such facility and intends to decommission, close and otherwise cease operations at the current facility on or before [REDACTED], 2021; and

WHEREAS, the Developer employs [REDACTED] full-time employees and approximately [REDACTED] seasonal employees at the current facility, which jobs would leave the City and County upon the Developer’s closure of the Current Facility if not for Developer’s construction of the Project, as defined below; and

WHEREAS, the Developer is the fee owner of a parcel of real property approximately 120-acres in size located at 2351 Brown Ave in the City of Waseca, which is generally adjacent to the south of Brown Avenue and to the east of 110th Street, Waseca County Parcel Identification No. [REDACTED], as legally described in Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference, (the “Development Property”), and plans to develop its northernmost 40 acres of [REDACTED] by constructing a new vegetable processing facility with capital improvements totaling at least \$140 million thereon. The development of the Development Property generally consists of, at a minimum, site grading, building pad construction and construction of an approximate 240,000 square foot building on the Development Property, and associated infrastructure, including but not limited to soil corrective measures, stormwater management facilities, grading and erosion control facilities, parking improvements, lighting facilities, private utility installations, and other improvements, all as shown on the proposed site plan for the project attached hereto and incorporated herein by reference as Exhibit C (collectively, the “Project”); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the Public Parties have each established a Tax Abatement Program pursuant to which they are each authorized to grant an abatement of ad valorem property taxes imposed by them under certain conditions; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of property tax abatement on the Development Property in the City to abate 50 percent of the City’s share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer for a period not to exceed twenty (20) years, subject to a maximum annual amount, specifically with respect to the payable 2022 through 2041 property taxes, in a total amount not to exceed \$[REDACTED].00; and

WHEREAS, the Developer has requested that the County provide financial assistance in the form of property tax abatement on the Development Property to abate 65 percent of the County's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer for a period not to exceed twenty (20) years, subject to annual maximum amounts, specifically with respect to the payable 2022 through 2041 property taxes, in a total amount not to exceed \$ [REDACTED].00; and

WHEREAS, the Public Parties believe that the development and construction of the Project and fulfillment of this Agreement are vital and are in the best interests of each of them, will result in the retention of vital employment opportunities for their citizens, increase and modernize the industrial building facilities available in the City, and increase the tax base in the City and County, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, following notice and a public hearing the City adopted Resolution [REDACTED], dated August 18, 2020 (the "City Abatement Resolution"), agreeing to provide, in accordance with the referenced City Abatement Resolution, State law and this Agreement, abatement of City property taxes on the Development Property subject to the terms and conditions contained in the above-referenced City Abatement Resolution and this Agreement (the "City Tax Abatement" or "City Abatement"); and

WHEREAS, following notice and a public hearing the County adopted Resolution [REDACTED], dated August 18, 2020 (the "County Abatement Resolution"), agreeing to provide, in accordance with the referenced County Abatement Resolution, State law and this Agreement, abatement of County property taxes on the Development Property subject to the terms and conditions contained in the above-referenced County Abatement Resolution and this Agreement (the "County Tax Abatement" or "County Abatement") (collectively, the City Tax Abatement and the County Tax Abatement shall be referred to herein as the "Tax Abatements" or the "Abatements"); and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the Public Parties believe that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the Public Parties expect the benefits to each of them from this Agreement to equal or exceed the costs to each of them of this Agreement; and (b) the Public Parties find that granting the Tax Abatement is in the public interest because it will increase or preserve the tax base, help retain and expand industrial enterprise, and provide employment opportunities in their jurisdictions; and

WHEREAS, the Public Parties have determined that the Project: (a) will promote and carry out the objectives for which development in the City has been undertaken; (b) will be in the vital best interests of their jurisdictions and the health, safety, morals and welfare of their residents; and (c) is in accord with the public purposes and provisions of the applicable state and local laws, including requirements of the City's Code, under which the Project will be undertaken and is being assisted; and

WHEREAS, the Developer and the Public Parties desire to enter into this Agreement in satisfaction of applicable requirements of each jurisdiction, and to set out the undertakings and obligations of each party from this point forward with respect to the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Benefit Date means every date on which the City or County makes a payment of Tax Abatements to the Developer according the specific provisions of Section 3.9 or 3.10, consistent with the statutory definition of the term contained in Minnesota Statutes, Section 116J.993, Subdivision 2.

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy means the cumulative value of the City Tax Abatement Program, the County Tax Abatement Program, and the other public assistance provided in support of the Project under Section 3.11;

City means the City of Waseca, Minnesota;

City Tax Abatement Program means the action by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

City Tax Abatements means the City's reimbursement to the Developer of fifty (50) percent of the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer for a period not to exceed twenty (20) years, subject to a maximum annual amount, specifically with respect to the payable 2022 through 2041 property taxes, in a total amount not to exceed \$ [REDACTED].00, pursuant to the specific provisions of Section 3.9;

Code means the City's Code of Ordinances;

County means the County of Waseca, Minnesota;

County Tax Abatement Program means the action by the County pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

County Tax Abatements means the County's reimbursement to the Developer of sixty-five (65) percent of the County's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer for a period not to exceed twenty (20) years, subject to annual maximum amounts, specifically with respect to the

payable 2022 through 2041 property taxes, in a total amount not to exceed \$ [REDACTED].00, pursuant to the specific provisions of Section 3.10.

Current Facility means the Birdseye vegetable processing facility located at 400 4th Street Southwest in the City of Waseca, Waseca County, Minnesota, with Parcel Identification (PID) No. 172190020;

Developer means Conagra Brands, Inc., and its successors and assigns;

Development Agreement means that certain Development Agreement for the Conagra Waseca Plant by and between the City and Developer, dated [REDACTED], 2020;

Development Property means the real property described on Exhibit A and depicted on Exhibit B, attached hereto;

Event of Default means any of the events described in Section 4.1;

Project means the Developer's construction of a new vegetable processing facility with capital improvements totaling at least \$140 million consisting of, at a minimum, site grading, building pad construction and construction of an approximate 240,000 square foot building on the Development Property, and associated infrastructure, including but not limited to soil corrective measures, stormwater management facilities, grading and erosion control facilities, parking improvements, lighting facilities, private utility installations, and other improvements, all as shown on the proposed site plan for the project attached hereto and incorporated herein by reference as Exhibit C as provided in the Project Plans (as the same may be modified with City approval from time to time) and this Agreement;

Project Plans means all submissions required by the City Ordinances, that certain Development Agreement between the City and Developer dated [REDACTED], 2020, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, approved by the City and Developer, irrespective of whether the Developer's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement.

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the City proposes, subject to the further provisions of this Agreement, to reimburse the Developer for Project costs as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the City Tax Abatement Program.

(5) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

Section 2.2 Representations and Warranties of the County. The County makes the following representations and warranties:

(1) The County is a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The County Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the County proposes, subject to the further provisions of this Agreement, to reimburse the Developer for Project costs as further provided in this Agreement.

(4) The County has made the findings required by the Tax Abatement Act for the County Tax Abatement Program.

(5) This Agreement has been duly approved by the Board of Commissioners of the County and the execution and delivery of this Agreement has been authorized by such Board.

Section 2.3 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a corporation duly organized, in good standing, and validly existing under the laws of the State of Delaware and is registered and in good standing with the Office of the Secretary of State of Minnesota, with full authority to transact business in this State, has the power to enter into the Agreement and to perform its obligations hereunder, and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code, except that the City acknowledges that the Developer's use of that portion of the Development Property that will not be developed as part of the Project as agricultural spray fields the spray fields will be a legal non-conforming use governed by Minn. Stat. § 462.357, subd. 1e.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project, but only to the extent that the City and the Developer are not adverse parties to the litigation.

(8) The Developer will cooperate fully with the City in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The Developer requested that Waseca County and Waseca Public School District (Independent School District #829) each abate their shares of ad valorem real property taxes in support of the Project; however, the Waseca Public School District declined to consider providing such abatement in a written response to the Developer.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The Developer will construct or cause the Project to be constructed in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) The City shall partially reimburse the Developer for the costs of the Project paid by the Developer pursuant to the Abatement Program as provided in Section 3.9, and shall have no other financial obligation to the Developer with respect to the Project unless expressly stated herein or in the Development Agreement.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to reimburse the Developer for the costs of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Commencement and Completion of Construction.

The Developer shall complete the Project by December 31, 2022, unless extended to a date mutually agreeable to the City and Developer, in writing. All work with respect to the Project to be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

Section 3.5 No Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

Section 3.6 Transfer of Project and Assignment of Agreement. Developer may transfer the Project or the Development Property, or any part thereof or any interest therein, to a third party that will conduct industrial operations on the Development Property, with the prior written consent of the City, which consent shall not be unreasonably withheld considering the qualifications and financial responsibility of such third party. Developer may not assign its rights or obligations under this Agreement, or any portion of them, to a third party without the written consent of the City which consent the City may grant or withhold in its sole and absolute discretion. An assignment of the Developer's rights or obligations under this Agreement, shall not relieve the Developer of liability to the City for the performance of the Developer's obligations under this Agreement unless the City expressly agrees, in writing and in its sole and absolute discretion, to so release the Developer.

Section 3.7 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Development Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof) and until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property

determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent tax proceeding with respect to the Development Property; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

(4) It will not seek a reduction in the market value of the Redevelopment Property as determined by the Waseca County Assessor.

(5) It will not seek any tax deferral or abatement not expressly provided for in this Agreement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Development Property so long as this Agreement remains in effect.

Section 3.8 Economic Development Goals and Reporting.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidies Act”), the Developer acknowledges and agrees that the amount of the Business Subsidy granted to the Developer under this Agreement is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purposes of the Business Subsidy are to retain vital employment opportunities for the Public Parties’ citizens, which would leave their jurisdictions when Developer ceases operating its Current Facility without Developer’s construction of the Project, increase and modernize the industrial building facilities and increase the tax base in the their jurisdictions. The Developer agrees that it will meet the following goals (the “Goals”):

- (a) To create a minimum of 125 full-time equivalent jobs on the Development Property by December 31, 2027, and thereafter maintain at least such number of full-time equivalent jobs on the Development Property for the duration of this Agreement, and to satisfy the following interim job creation benchmarks:
 - i. To create a total of 119 full-time equivalent jobs on the Development Property by December 31, 2023;
 - ii. To create an additional six full time equivalent jobs on the Development Property by December 31, 2027;
- (b) For each full-time equivalent job added pursuant to subparagraph (a) above, to pay a wage that with benefits, exceeds the minimum hourly wage required for qualification for job creation or retention goals in the City’s Public Financial Assistance and Business Subsidy Development Policy, as the same may be amended.
- (c) To create a minimum of 250 seasonal jobs on the Development Property by December 31, 2023, and thereafter maintain at least such number of seasonal jobs on the Development Property for the duration of this Agreement. For purposes of this paragraph, a seasonal job shall mean a job which employees someone for at least three months in a year.
- (d) To spend a minimum of \$140 million on capital projects on and improvements to the Development Property, including the purchase and installation of machinery and equipment to be installed thereon, by December 31, 2022.

(2) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the Public Parties, as applicable, plus interest (“Interest”) set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, subdivision 2, accruing from and after the Benefit Date, as that term is defined in Minnesota Statute Section 116J.993, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction in proportion to the level of the Developer’s partial satisfaction of the Goals.

(3) The Developer agrees to (i) report its progress on achieving the Goals to the City, until the Goals are fully satisfied or, if the Goals are not met, until the date the Assistance is repaid, (ii) include in the report the information required in Subdivision 7 of the Jobs Act (Minnesota Statutes, Section 116J.994) on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City and provide copies of such reports to the County. The Developer agrees to file its report no later than March 1 of each year commencing March 1, 2023, and within 30 days after each deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue or cause to be continued operations of the Project on the Development Property maintaining at least the minimum number of full-time equivalent and seasonal jobs for the duration of this Agreement and at least **ten (10)** years thereafter.

Section 3.9 City Tax Abatement Program.

(1) The City Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the City Abatement Resolution and the Tax Abatement Act.

(2) The City Tax Abatement shall be for a duration of not to exceed twenty (20) years and shall apply to the increased portion of the City’s share of ad valorem property taxes imposed on the Development Property derived from the value of the Project and paid by the Developer, in a total amount not to exceed \$**_____**.00, beginning with taxes payable in 2022 and continuing through taxes payable in 2041, in an amount equal to fifty (50) percent of the increased portion of the City’s share of ad valorem property taxes on the Property resulting from the Project, not to exceed \$**_____** in any given year. The increased portion of the City’s share of ad valorem property taxes on the Property which will be subject to abatement under this paragraph shall be any property taxes collected in any given year in excess of the **2020** base tax capacity for the Property of \$861,673.47 (based on a mutually-agreed upon present land value of \$7,180.61 per acre for the 120-acre Development Property).

(3) On or before February 1 and August 1 each year commencing **August 1, 2022** to and including **February 1, 2042**, upon receiving confirmation of the amount of the City’s portion of ad valorem property taxes on the Development Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section, the City shall pay the Developer the amount of the City Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the City Tax Abatement provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions, or in any material respect with this Agreement or the Development Agreement. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the City Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

Section 3.10 County Tax Abatement Program.

(1) The Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the County Abatement Resolution and the Tax Abatement Act.

(2) The County Tax Abatement shall be for a duration of not to exceed twenty (20) years and shall apply to the increased portion of the City's share of ad valorem property taxes imposed on the Development Property derived from the value of the Project and paid by the Developer, in a total amount not to exceed \$_____.00, beginning with taxes payable in 2022 and continuing through taxes payable in 2041, in an amount equal to sixty-five (65) percent of the increased portion of the County's share of ad valorem property taxes on the Property resulting from the Project, not to exceed \$_____ in any given year. The increased portion of the County's share of ad valorem property taxes on the Property which will be subject to abatement under this paragraph shall be any property taxes collected in any given year in excess of the 2020 base tax capacity for the Property of \$861.673.47 (based on a mutually-agreed upon present land value of \$7,180.61 per acre for the 120-acre Development Property).

(3) On or before February 1 and August 1 each year commencing August 1, 2022 to and including February 1, 2042, upon receiving confirmation of the amount of the County's portion of ad valorem property taxes on the Development Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section, the County shall pay the Developer the amount of the Tax Abatements received by the County in the previous six-month period.

(4) In order to be entitled to the County Tax Abatement provided for in this Agreement, the Developer shall not be in default within the County of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions, or in any material respect with this Agreement or the Development Agreement. Notwithstanding the other provisions of this Article, the County shall not have any obligation to the Developer with respect to the County Abatement of taxes hereunder if the County, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

Section 3.11 Other Public Assistance. In addition to and separate from the Tax Abatements provided for in Sections 3.9 and 3.10 herein, the Public Parties have agreed to provide public support the Project in other ways as follows:

(1) Pursuant to the Development Agreement, the City has agreed to construct a 16-inch replacement of the City's existing water main along Brown Avenue approximately 3,000 feet to serve the Development Property, which the City intends to continue an additional 1,850 feet to the western parcel line of the Development Property to accommodate anticipated future

growth and development. This water main will at all times be owned, operated and maintained by the City. The preliminary estimated cost to construct this water main replacement is \$1,240,580.00, of which total project cost approximately \$901,168.00 is attributable to and specifically benefits the Project.

(2) The County has agreed to construct certain roadway improvements to Brown Avenue as shown on Exhibit D, which is attached hereto and incorporated herein by reference, the estimated value of which that is attributable to and specially benefits the Project is \$.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Development Property, the Project or any portion thereof owned by the Developer.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under the Development Agreement.

(5) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

(6) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(7) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the Public Parties, or either of them, as specified below, in addition to any other remedies or rights given them under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The Public Parties, or either of them, may suspend their performance under this Agreement, including the payment of any Tax Abatements, until they receive assurances from the Developer, deemed adequate by the Public Parties, that the Developer will cure its default and continue its performance under this Agreement.

(2) The Public Parties, or either of them, may cancel and rescind the Agreement.

(3) The Public Parties, or either of them, may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the Public Parties of their rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Development Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The Public Parties, or either of them, may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Public Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any obligation contained in this Agreement should be breached by any party hereto and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the Public Parties, or either of them, shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or

performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the Public Parties the reasonable fees of such attorneys and such other expenses so incurred by either of them.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the Public Parties and their officers, agents, servants, employees and all members of the Waseca City Council, City of Waseca Planning Commission, Waseca County Board of Commissioners and other boards or commissions harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Development Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers, employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the Public Parties and their officers, agents, servants and employees and all members of their officers, agents, servants, employees and all members of the Waseca City Council, City of Waseca Planning Commission, Waseca County Board of Commissioners and other boards or commissions, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The Public Parties and their officers, agents, employees and all members of the Waseca City Council, City of Waseca Planning Commission, Waseca County Board of Commissioners and other boards or commissions shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the Public Parties contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and/or County, respectively, and not of any officer, agent, servant, employee or any members of the Waseca City Council, City of Waseca Planning Commission, Waseca County Board of Commissioners and other boards or commissions of the City or County in their individual capacity thereof.

(5) The Developer is not an agent of the City or the County and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and either the City or the County relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body or other official or employee of the City or County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or County shall be personally liable to the Developer in the event of any default or breach by the City or County or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City and/or County for reasonable, administrative and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City or County within thirty (30) days after receipt. If the bills are not paid on time, the City or County, as applicable, may without further notice to Developer exercise any one or more of the remedies provided to the Public Parties by Article 4 hereunder.

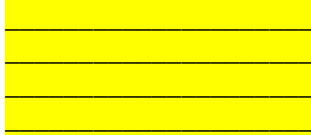
Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

(2) in the case of the City is addressed to or delivered personally to:

Lee Mattson
City Manager
City of Waseca
508 South State Street,
Waseca, MN 56093

(3) in the case of the County is addressed to or delivered personally to:



or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Duration. This Agreement shall remain in effect through February 1, 2043, unless earlier terminated or rescinded in accordance with its terms.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.8 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, the County, the State Auditor, or any of their duly authorized representatives, upon reasonable written notice, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer agrees to maintain these records for a period of six years from the date of certification by the City that the Goals have been met.

Section 5.9 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.10. Rules of Interpretation.

(1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, the County has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CONAGRA BRANDS, INC.

By _____
Its _____

By _____
Its _____

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

COUNTY OF WASECA, MINNESOTA

By _____
Its

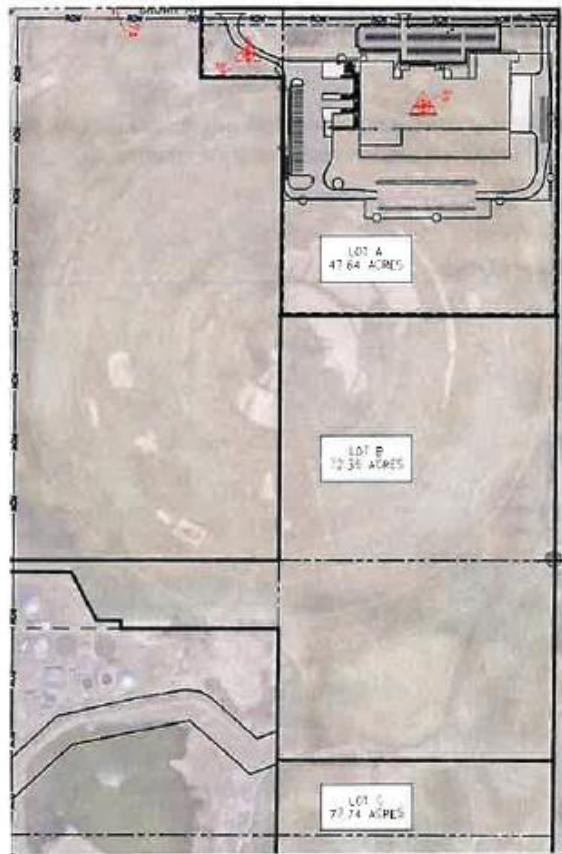
By _____
Its

Exhibit A
Legal Description of Development Property

That part of the Northwest Quarter and that part of the North Half of the Southwest Quarter of Section 13, Township 107 North, Range 23 West, Waseca County, Minnesota, described as follows:

Beginning at the northeast corner of the West Half of said Section 13; thence S00°28'07"W (all bearings are referenced to the Waseca County Coordinate System NAD83 1996ADJ HARN) along the east line of said West Half 3595.95 feet; thence N89°39'46"W 1329.76 feet to the west line of the Northeast Quarter of said Southwest Quarter; thence N00°33'23"E along said west line 629.34 feet to the southeast corner of the North 330.00 feet of the Northwest Quarter of said Southwest Quarter; thence N89°39'46"W along the south line of the North 330.00 feet of the Northwest Quarter of said Southwest Quarter 755.50 feet to the northerly corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION according to the plat thereof on file at the County Records office, Waseca County, Minnesota; thence N00°38'39"E along the northerly line of said Lot 1 a distance of 40.00 feet; thence N89°39'40"W along the northerly line of said Lot 1 a distance of 117.50 feet; thence N27°19'17"W along the northerly line of said Lot 1 a distance of 265.32 feet; thence N89°39'40"W along the northerly line of said Lot 1 a distance of 331.38 feet to the west line of said Southwest Quarter; thence N00°38'39"E along said west line 55.00 feet to the northwest corner of said Southwest Quarter; thence S89°39'46"E along the south line of said Northwest Quarter 1328.29 feet to the southwest corner of the East Half of said Northwest Quarter; thence N00°33'05"E along the west line of the East Half of said Northwest Quarter 2308.68 feet to a point distant southerly of the northeast corner of the Northwest Quarter of said Northwest Quarter; thence N89°34'26"W 396.00 feet parallel with the north line of said Northwest Quarter; thence N00°33'05"E 330.00 feet to the north line of said Northwest Quarter; thence S89°34'26"E along said north line 396.00 feet to the northwest corner of the East Half of said Northwest Quarter; thence S89°34'26"E along said north line 1324.49 feet to the northeast corner of the West Half of said Section 13 and the point of beginning.

Exhibit B
Depiction of Development Property

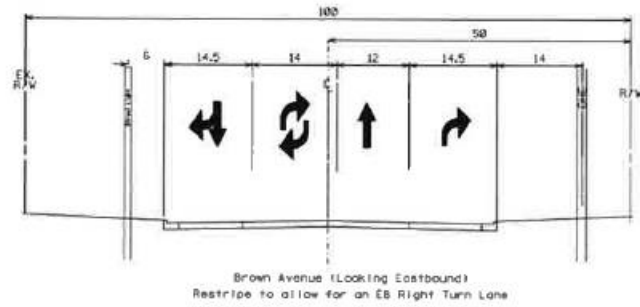


This architectural floor plan depicts a school building with a complex layout of rooms and corridors. The plan is oriented with a north arrow in the top right corner. Key areas include:

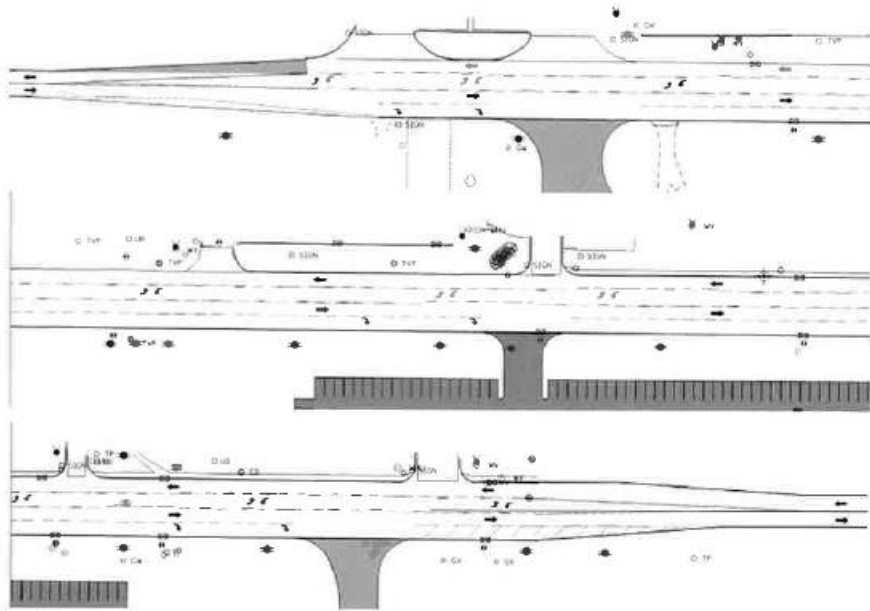
- Entrance and Reception:** Located at the top center, featuring a large open area and a reception desk.
- Classrooms:** Numerous rectangular rooms, many of which are shaded in light blue, arranged in rows throughout the building.
- Specialized Rooms:**
 - Music Room:** Located on the left side, featuring a large open area and a stage.
 - Art Room:** Located on the right side, featuring a large open area and a stage.
 - Science Lab:** Located in the center, featuring a large open area and a stage.
 - Computer Lab:** Located in the center, featuring a large open area and a stage.
 - Library:** Located in the center, featuring a large open area and a stage.
 - Physical Education (PE) Room:** Located in the center, featuring a large open area and a stage.
 - Art Studio:** Located in the center, featuring a large open area and a stage.
 - Music Studio:** Located in the center, featuring a large open area and a stage.
 - Science Studio:** Located in the center, featuring a large open area and a stage.
 - Computer Studio:** Located in the center, featuring a large open area and a stage.
 - Library Studio:** Located in the center, featuring a large open area and a stage.
 - Physical Education Studio:** Located in the center, featuring a large open area and a stage.
 - Art Studio:** Located in the center, featuring a large open area and a stage.
 - Music Studio:** Located in the center, featuring a large open area and a stage.
 - Science Studio:** Located in the center, featuring a large open area and a stage.
 - Computer Studio:** Located in the center, featuring a large open area and a stage.
 - Library Studio:** Located in the center, featuring a large open area and a stage.
 - Physical Education Studio:** Located in the center, featuring a large open area and a stage.
- Corridors and Stairwells:** A network of corridors and stairwells connects the various rooms throughout the building.
- Outdoor Areas:** Several outdoor areas, including a large courtyard and a playground, are located outside the building.
- Other Features:** The plan includes various other features such as restrooms, storage rooms, and a maintenance area.

Exhibit D
Brown Avenue Improvements

Proposed Brown Ave Section – Alternative #1



Pavement Marking Layout – Alternative #1



RESOLUTION NO. 20-33A

RESOLUTION APPROVING PROPERTY TAX ABATEMENT FOR CONAGRA BRANDS, INC. VEGETABLE PROCESSING PLANT

BE IT RESOLVED by the City Council (the "Council") of the City of Waseca, Minnesota (the "City"), as follows:

1. Recitals.

- a. Conagra Brands, Inc., a corporation under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "Developer"), proposes to develop a new vegetable processing facility consisting of, at a minimum, site grading, building pad construction and construction of an approximate 220,000 square foot building and associated infrastructure (the "Project") on Developer's real property located at located at 2351 Brown Ave in the City of Waseca, which is generally adjacent to the south of Brown Avenue and to the east of 110th Street (Waseca County Parcel No. _____, the "Development Property"). The Developer plans make a minimum capital investment in developing the project of \$140,000,000, and it is estimated that the taxable market value of the Development Property will be \$10,800,000 upon completion of the Project.
- b. The Developer has requested that the City provide financial assistance to the Developer for the Project. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (and hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed twenty years in a total amount not to exceed \$2,005,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").
- b. On August 18, 2020, the Council held a public hearing on the question of the Abatement, with proper notice being duly given.
- c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- a. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
- b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, help retain and expand industrial enterprise in the City and provide employment opportunities in the City.
- c. The Council expects the public benefits described in (b) above to be derived from the Abatement.

- d. The Property is not located in a tax increment financing district.
 - e. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed the greater of ten percent (10%) of the current levy or \$200,000.
 - f. The Council finds that the Developer requested that Waseca County and Waseca Independent School District each abate their shares of ad valorem real property taxes in support of the Project, and further finds that the Waseca Independent School District declined to consider providing such abatement.
3. Terms of Abatement. The Abatement is hereby approved pursuant to the following terms and conditions:
- a. The Abatement shall be for twenty (20) years and shall apply to the taxes payable in the years 2022 through 2041 inclusive as follows:
 - i) The City will abate an amount equal to fifty (50) percent of the increased portion of the City's share of ad valorem property taxes on the Property resulting from the Project, not to exceed \$115,000.00 in any given year.
 - ii) The Abatement shall be limited to the increase in property taxes resulting from the Project.
 - iii) The total amount abated over the entire 20-year period shall not exceed \$2,005,000.
 - b. The increased portion of the City's share of ad valorem property taxes on the Property which will be subject to abatement under this paragraph shall be any property taxes collected in any given year in excess of the 2020 base taxable market value for the Development Property of \$840,840.00.
 - c. The Abatement shall be subject to all the terms and limitations of the Abatement Law.
 - d. All terms will be subject to final approval of the Tax Abatement and Business Subsidy Agreement between the City and the Developer setting forth the rights and obligations of the parties with respect to the Abatement in greater detail.
 - e. In order to be entitled to the Abatement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions, or in any material respect with the Tax Abatement and Business Subsidy Agreement between the City and the Developer.
 - f. The Abatement may not be modified or changed during its term, except as necessary to confine the Abatement to that portion of the Development Property

upon which the Project is developed should the Development Property be subdivided into two or more separate tax parcels.

Dated this 18th day of August, 2020.

R.D. Srp
Mayor

Attest:

Mike Anderson
Assistant to the City Manager

Title:	Public Hearing – Cable Franchises		
Meeting Date:	August 18, 2020	Agenda Item Number:	7B & 7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Ordinance 1076 Ordinance 1077
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good Government and Preserving High Quality Community Assets by protecting the public right-of-way and providing for the provision of cable service to residents of Waseca.		

BACKGROUND: The City’s cable franchises with Mediacom and Consolidated have expired and are up for renewal. These franchises take the form of ordinances and govern how cable companies utilize public right-of-way in their service delivery model. The franchise also establishes some minimum service levels and sets a franchise fee paid to the General Fund and additional funding for the PEG Channel. These ordinances would renew a non-exclusive franchise with each company.

BUDGET IMPACT: The franchise charge collected by the General Fund is calculated as a percentage and will remain unchanged. PEG funding will be reduced from \$30,000 per year to \$20,000. City staff believe this will be sufficient to operate the channel.

ALTERNATIVES CONSIDERED: This ordinance is the result of negotiations with the cable companies during which many different options were considered.

RECOMMENDATION: Conduct a public hearing and, if acceptable, approve both ordinances. It is likely staff will have some minor revisions to request at the hearing as minor details are still being worked on.

ORDINANCE NO. 1076

AN ORDINANCE GRANTING AND AWARDING A NON-EXCLUSIVE
CABLE SERVICE FRANCHISE TO MEDIACOM MINNESOTA LLC
D/B/A MEDIACOM ("MEDIACOM") TO CONSTRUCT, OPERATE AND
MAINTAIN A CABLE SYSTEM WITHIN THE CITY OF
WASECA, MINNESOTA

WHEREAS, after negotiations, Mediacom and the City have agreed, pursuant to applicable law, on the terms of a franchise agreement;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WASECA, MINNESOTA:**

SECTION 1. The attached Franchise Agreement between the City and Mediacom is hereby awarded, authorized and approved.

SECTION 2. This Ordinance shall take and be in force from and after its passage and publication according to law.

Adopted this _____ day of _____ 2020

Roy Srp
Mayor

Attest:

Mike Anderson
Assistant to the City Manager

**CABLE SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF WASECA, MINNESOTA AND
MEDIACOM**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the City of Waseca, Minnesota (the "City") and Mediacom Minnesota LLC , d/b/a Mediacom ("Mediacom").

WHEREAS, Mediacom has applied to the City for a nonexclusive cable franchise to construct, install, maintain and operate a cable communications system in the City; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed Mediacom's application; and

WHEREAS, the City has relied on Mediacom's representations and has considered the information that Mediacom has presented to it; and

WHEREAS, based on Mediacom's representations and information, and in response to its application, the Waseca City Council has determined that, subject to the terms and conditions set forth herein, the grant of a nonexclusive franchise to Mediacom on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Mediacom have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the City's grant of a franchise to Mediacom; Mediacom's promise to provide cable service to residents of the City pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Short Title and Definitions.

A. Short Title. This Franchise shall be known and cited as the Mediacom Cable Franchise.

B. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is

always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

i. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. 543(b)(7).

ii. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in the Franchise Area and designed and constructed primarily for the purpose of producing, receiving, transmitting, amplifying, or distributing video programming. System as defined herein shall be inconsistent with the definitions set forth in Minn. Stat. 238.02, subd. 3 and 47 U.S.C. 522(7).

iii. "Cable Programming Service" means any video programming regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

- a. Basic Cable Service;
- b. Video programming offered on a pay-per-channel or pay-per-program basis; or
- c. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service consists of commonly-identified video programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) and 47 C.F.R. § 76.901(b).

iv. "Cable Service" means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and; subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

v. "Channel" means a single full motion video channel.

vi. "City" means the City of Waseca, Minnesota.

vii. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

viii. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable. This term only applies to Grantee's delivery of Cable Service.

ix. "Effective Competition" means the provision of Cable Service by two (2) or more franchised providers operating pursuant to franchise in the City.

x. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

xi. "Franchise" or "Cable Franchise" means this ordinance and the contractual relationship established hereby.

xii. "Franchise Fee" means the fee or assessment imposed by the City on a Grantee solely because of its status as a recipient of a Cable Franchise. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (iv) any fee imposed under Title 17 of the United States Code.

xiii. "Grantee" is Mediacom Minnesota LLC d/b/a Mediacom, its agents and employees, lawful successors, transferees or assignees.

xxiv. "Gross Revenues" means all revenues received by the Grantee or its affiliates arising from the operation of the Cable System for the provision of Cable Service, including installations, digital service tiers, basic cable service, expanded basic cable service, guide revenues, equipment rentals, premium services, pay-per-view (including video-On Demand), wire maintenance, late fees, miscellaneous revenue, advertising revenues, upgrade and downgrade fees, revenues generated by sales or home shopping channel(s), leased channel fees, converter and equipment rental fees.. The term Gross Revenues shall not include bad debt (unless collected), or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

xiv. "Installation" means the connection from feeder cable to the point of connection with the Subscriber Converter. This term only applies to Grantee's delivery of Cable Service.

xv. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

xvi. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

xvii. "PEG Access" means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

xviii. "Pay Television" means the delivery of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

xix. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

xx. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the Franchise Area in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

xxi. "Right-of-Way Ordinance" means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

xxii. "Standard Installation" means any residential installation which can be completed using a Drop of 150 feet or less. This term only applies to Grantee's delivery of Cable Service.

xxiii. "Subscriber" means any Person who lawfully receives Cable Service from Grantee or over Grantee's network.

Section 2. Grant of Authority and General Provisions.

A. Grant of Franchise.

1. This Franchise is granted pursuant to the terms and conditions contained herein.

2. The Grantee shall have the right and privilege pursuant to this Franchise to provide Cable Service in the City.

3. Use of the Rights-of-Way to provide Cable Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

4. This Franchise shall be nonexclusive. Additional Cable Franchises may be granted by the City on terms and conditions which, taken as a whole, are no more favorable nor less burdensome than those imposed in previously granted Franchises.

B. Lease or Assignment Prohibited. Other than for the provision of commercial leased access and/or provision of access over an open video system, no Person may lease Grantee's network for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9(E).

C. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee. Notwithstanding, this Franchise shall be subject to periodic evaluation not less than every five (5) years as provided in Section 7(F) herein.

D. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of any System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City.

E. Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. In the event of annexation by City or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. In addition, the City and Grantee acknowledge that as of the effective date of this Franchise, the Grantee intends to provide service to the entire Franchise Area.

F. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Waseca
City Manager
508 South State Street
Waseca, Minnesota 56093-3097

If to Grantee: Mediacom Minnesota LLC, d/b/a
Mediacom
Group Vice President
1504 Second Street Southeast
PO Box 110
Waseca, Minnesota 56093

With copies to: Mediacom Communications Corporation
One Mediacom Way
Mediacom Park, New York
Attn: Vice President of Legal and Government Affairs

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 3. Construction Standards.

A Registration, Permits and Construction Codes.

1. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City Franchise Area.

2. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and pursuant to Section 4(F) below, to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law. Grantee is required to restore property to its original condition.

3. Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing a Rights-of-Way Ordinance.

B. Grantee shall bury all Drops in a reasonable time period, which shall not exceed thirty (30) business days, subject to weather conditions. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th.

C. Erection, Removal and Joint Use of Poles. No poles, conduits, amplifier boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type

and other pertinent aspects. Facilities located on public and private property shall be subject to applicable zoning and other land use regulations.

D. Safety Requirements.

1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

2. The Grantee shall install and maintain its equipment and facilities in accordance with all federal, state and local laws and regulations, and the requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

3. All facilities structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

Section 4. System Design and Extension Provisions.

A. Channel Capacity.

1. Grantee shall develop, construct and engineer, and activate and provide for the term of this Franchise a network which is capable of delivering a minimum of 100 video channels.

2. All programming decisions- remain the discretion of Grantee; provided, however, that any change in the broad categories of video programming or other information services shall require the approval of the City consistent with 47 U.S.C. 544(b), and further provided that Grantee notifies the City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, in a manner consistent with federal law. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

B. Service Availability/Density Requirement.

1. Grantee shall be required to extend Service to all dwelling units in the City where there are twenty-five (25) dwelling units or more per cable mile. Grantee shall not impose a special or individualized charge for the cost of such extension of Cable Service.

2. Grantee shall also extend Service to Persons requesting Service where the density is insufficient to require extension without any special or individualized charge.

In such case, Grantee shall extend service at a cost not to exceed the construction costs per mile multiplied by a fraction whose numerator equals the actual number of dwelling units per mile, and whose denominator equals twenty-five (25). Those Persons requesting Service will bear the remainder of the construction costs on a pro rata basis. The Grantee may require that the payment of these costs by such potential Subscribers be made in advance. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given 24 months, weather permitting, to construct and activate Cable Service to annexed or newly developed areas.

C. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

D. Provision of Services. The Grantee shall render effective Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to the City and Subscribers and shall occur during periods of minimum use of the Services, as determined by records of the Grantee.

E. Technical Standards. The technical standards used in the provision of Cable Service shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Any failure to comply with the FCC technical standards shall be a violation of this Franchise.

F. Performance Review and System Testing. In the event City finds that there are signal or System performance difficulties which may constitute violations of applicable FCC technical standards and this Franchise, Grantee shall be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved after the cure period has elapsed in City's sole determination, City may require Grantee to demonstrate compliance via testing or other means selected by the Grantee.

G. FCC Reports. Grantee shall file with City all required FCC technical reports which demonstrate the level of System performance and signal quality. Further, Grantee shall summarize and explain the results of any such testing provided to the City.

Section 5. Services Provisions.

A. Enforcement of Customer Service Standards. The City intends to stay enforcement of this Section 5 to the extent Effective Competition exists. Notwithstanding, the City may initiate enforcement of this Section despite the existence of Effective Competition based on the City's receipt of at least five (5) complaints with respect to each competitor, concerning

similar customer service matters. The City may initiate enforcement of this Section by Resolution of the City Council. The City may begin enforcement three (3) days after mailing a copy of such Resolution to Grantee. The Resolution shall indicate the basis for initiating enforcement.

B. Regulation of Service Rates.

1. The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s).

2. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements unless such change arises from changes in regulatory fees, franchise fees, access costs, or franchise imposed costs.

C. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

D. Telephone Inquiries and Complaints.

1. Availability Grantee will maintain toll-free telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and; (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

2. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

E. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working

on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

F. Complaint and Other Service Records. Subject to Grantee's obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

G. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

H. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to City before any changes in rates, programming services, or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

I. Refunds and Credits. If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers shall be credited pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service

is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

J. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber. Payments at the cable operator's drop-box location shall be deemed received on the date such payments are picked up by the cable operator which shall occur within 24 hours after every due date. The cable operators shall continue to provide a "grace period" of at least five (5) days after each due date.

K. Local Drop Box. Grantee has the option to maintain a local drop box for receiving Subscriber payments after hours in the City.

L. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

M. Violations. Any violation of these requirements after enforcement of this Section is initiated by Council Resolution shall be deemed a violation of this Franchise.

Section 6. Institutional Services Provisions.

A. Public, Educational and Government Access.

1. PEG Responsibility. City or its designee is hereby designated to operate, administer, promote and manage PEG Access in accordance with this Section 6.

2. PEG Channels. Grantee shall dedicate two (2) channels for PEG Access use. The Grantee shall have the right to program one of the PEG Channels until such time as the City notifies the Grantee that it wishes to assume programming responsibilities. Upon receiving notification from the City, the Grantee shall, within six (6) months, discontinue routing video signals onto the PEG Channel, and take all steps necessary to permit the City to begin cablecasting PEG programming on the Channel. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. 238.084, which is expressly incorporated herein by reference. Grantee may not move or renumber the PEG Access channels without the written approval of the City.

3. PEG Availability. Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its network, reception on the PEG Access channel(s) free of charge. The specially designated access channel may be used by the public, local educational authorities and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the

demand for that time arises. Grantee may also use this specially designated access channel for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

4. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to the City and the public.

B. Access Equipment and Facilities.

1. As a grant for public, educational and government access community programming needs, the following fee shall be divided equally among all franchised video providers: \$20,000.00 per year for the duration of the franchise agreement. This fee shall be reviewed annually by the City and shall be reduced in the event the City finds that such funding is unnecessary to meet the community's public, educational and government access community programming needs. The fee shall be divided equally among all franchised video service providers and due within 90 days of April 1st of each year. Grantee reserves the right to recoup the in accordance with applicable law.

2. Upon City request, Grantee shall provide two-way activated capacity allowing live or recorded cable-cast of programming from City Hall to Waseca High School, or two other locations as mutually agreed to by the Parties subject to the provisions of paragraph C below.

3. The City, or its designee may implement rules for use of any access channel(s).

C. Subject to applicable law, service to Public Buildings. Grantee shall provide, free of charge, installation of one (1) Drop, one (1) cable outlet, and monthly video Service, excluding premium channels or any pay-per-view services, to City Hall, all requesting public school buildings, and such other institutions which the City and Grantee may mutually agree. Drops to subsequently designated institutions in excess of 200 feet shall be provided by the Grantee at the cost to requesting institution, of Grantee's time and materials less the cost of the 200 feet closest to the building. Grantee shall have six (6) months from the date of the City designation of additional institution(s) to complete construction of the Drop and outlet, weather permitting. Additional Drops and/or outlets shall be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such Installation meets applicable FCC technical standards. No redistribution of the free Service provided pursuant to this Subdivision shall be allowed without the Grantee's prior written consent.

Section 7. Operation and Administration Provisions.

A. Administration of Franchise. The City or its designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee's operation under the Franchise.

B. Delegated Authority. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City may withdraw or re-delegate such authority by giving Grantee written notice. Grantee shall cooperate with any such delegatee of the City.

c. Franchise Fee.

1. Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues.

2. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

3. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

D. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. 521 et seq. Grantee shall be required to provide such requested documents to the City unless such documents are available for inspection at a location in City.

E. Reports to be filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee.

F. Periodic Evaluation.

1. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee. Grantee and City shall hold evaluation sessions after the fifth and tenth years of this franchise.

2. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of all evaluation sessions by announcement of at least sixty (60) seconds in

duration on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

3. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.

4. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

Section 8. General Financial and Insurance Provisions.

A. Performance Bond.

1. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a bond to the City, naming the other municipalities comprising the Franchise Area as additional obligees, in the amount of Ten Thousand Dollars (\$10,000.00) in a form and with such sureties as are reasonably acceptable. A single bond may be provided to all of the municipalities comprising the Franchise Area. The bond must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System.

2. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

3. The Grantee shall be given thirty (30) days-notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City's determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City

determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

4. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect from the performance bond any resultant damages, costs or liabilities incurred by the City.

5. The rights reserved to the City with respect to the performance bond shall not be deemed an exclusive remedy and are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.

B. Letter of Credit.

1. The City intends to stay enforcement of this Section 8(B) to the extent Effective Competition exists. Notwithstanding, in the event the City initiates enforcement of Section 3 above through adoption of a Resolution of the City Council and determines that additional security is necessary or desirable to secure compliance with this Franchise, or the City shall determine that Effective Competition has ceased, Grantee shall, upon written notice from the City, deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of Five Thousand Dollars (\$5,000).

2. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount solely determined by the City in payment for liquidated damages charged pursuant to this subdivision or in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

3. In addition to recovery of any monies owed by Grantee to the City, the City, in its sole discretion, may charge to and collect from the Letter of Credit liquidated damages in an amount of up to Fifty Dollars (\$50.00) per violation of any provision of this Franchise or applicable federal, state, or local law or regulations, pursuant to this Section.

4. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. Grantee shall have thirty (30) days from receipt of such notice in which to cure such violation in which event no liquidated damages may be assessed. At any time after the cure period, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in City's sole determination, the City may draw from the Letter of Credit all assessments or monies due the City from the date of the notice. The City may grant additional time beyond the initial cure period in the event the City determines such additional time is necessary to cure the alleged violation. .

5. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. All liquidated damages assessments shall continue to accrue.

6. The City shall hear Grantee's dispute at the next regularly scheduled meeting or within sixty (60) days of receipt of said notice of dispute, whichever is shorter.

7. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

8. In the event City determines that no violation has taken place, the City shall rescind the notice of violation.

9. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire prior to the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and amount and with a bank authorized herein.

10. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit for the full amount stated in Paragraph a of this section as a substitution of the previous Letter of Credit.

11. If any Letter of Credit is not so replaced, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

12. The collection by the City of any monies or penalties from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

c. Indemnification of the City.

1. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal

property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.

2. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based solely on City's operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment.

3. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

a. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

D. Insurance.

1. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

2. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for property damage to any one

person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.

3. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

Section 9. Sale, Abandonment, Transfer and Revocation of Franchise.

A. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, if after the hearing required therein, it is determined that:

1. Grantee has violated any material provision of this Franchise and failed to timely cure; or
2. Grantee has attempted to evade any of the material provisions of the Franchise; or
3. Grantee has practiced fraud or deceit upon the City or Subscriber.
4. The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

B. Procedures for Revocation.

1. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

2. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

3. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

4. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

C. Abandonment of Service. Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

D. Removal After Abandonment, Termination or Forfeiture.

1. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City, subject to the authority of the Member Municipalities; provided, however, that the Grantee shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. 547.

E. Sale of Transfer of Franchise.

1. No sale, transfer, or corporate change of or in Grantee or the System including, but not limited to, the sale of the majority of the entity's assets, a merger including the consolidation of a subsidiary and parent entity, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9. The term "controlling interest" as used herein means actual working control in whatever manner exercised.

3. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of

this Section 9(E). The term "controlling interest" as used herein means actual working control in whatever manner exercised.

4. The City shall have such time as is permitted by applicable federal law in which to review a transfer request.

5. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

6. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (1) or (2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

7. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (1) or (2) of this Section, the City shall have the right to purchase the System. In the event Grantee has received a bona fide offer for purchase of the System, the City shall have the right to purchase in accordance with the terms thereof. The Grantee must promptly convey such offer to the City along with any written acceptance. As used in this Section, "bona fide offer" means an offer to purchase the System received by the Grantee which it intends to accept. In any other event, the City shall have the right to purchase the System for an equitable price and upon commercially reasonable terms.

8. The City shall be deemed to have waived its right to purchase under in the following circumstances:

a. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise or reserve its right of purchase; or

b. It approves the assignment or sale of the Franchise as provided within this Section.

Section 10. Protection of Individual Rights.

A. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

B. Subscriber Privacy.

1. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

2. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

3. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (2) of this Subdivision.

Section 11. Miscellaneous Provisions.

A. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

B. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new System construction or System upgrade.

C. Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a

review session pursuant to Section 7(F) or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws, provided, however, nothing herein shall restrict the City's exercise of its police powers.

D. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

E. Compliance with Federal, State and Local Laws.

1. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

2. If any term, condition or provision of this Franchise shall, to any extent, be held to be invalid or unenforceable, the remainder and all the terms, provisions and conditions herein shall, in all other respects, continue to be effective provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding.

F. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

G. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

H. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

Section 12. Publication Effective Date; Acceptance and Exhibits.

A. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be April 1, 2020 and with the acceptance by Grantee in accordance with the provisions of this Section 12(B).

B. Acceptance.

1. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

2. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

3. Grantee shall accept this Franchise in the following manner:

a. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

b. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

AGREED TO ON THIS _____ DAY OF _____, 2020

CITY OF WASECA

By: _____

Mayor Roy Srp

ATTEST: _____

MEDIACOM

By: _____

Its: _____

Date: _____

ORDINANCE NO. 1077

AN ORDINANCE GRANTING AND AWARDING A NON-EXCLUSIVE
CABLE SERVICE FRANCHISE TO CONSOLIDATED
COMMUNICATIONS ENTERPRISE SERVICES, INC. ("CONSOLIDATED")
TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM
WITHIN THE CITY OF
WASECA, MINNESOTA

WHEREAS, after negotiations, Consolidated and the City have agreed, pursuant to applicable law, on the terms of a franchise agreement;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WASECA, MINNESOTA:**

SECTION 1. The attached Franchise Agreement between the City and Consolidated is hereby awarded, authorized and approved.

SECTION 2. This Ordinance shall take and be in force from and after its passage and publication according to law.

Adopted this _____ day of _____ 2020

Roy Srp
Mayor

Attest:

Mike Anderson
Assistant to the City Manager

**CABLE SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF WASECA, MINNESOTA AND
CONSOLIDATED**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the City of Waseca, Minnesota (the "City") and Consolidated Communications Enterprise Services, Inc. ("Consolidated")

WHEREAS, Consolidated has applied to the City for a nonexclusive cable franchise to construct, install, maintain and operate a cable communications system in the City; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed Consolidated's application; and

WHEREAS, the City has relied on Consolidated's representations and has considered the information that Consolidated has presented to it; and

WHEREAS, based on Consolidated's representations and information, and in response to its application, the Waseca City Council has determined that, subject to the terms and conditions set forth herein, the grant of a nonexclusive franchise to Consolidated on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Consolidated have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the City's grant of a franchise to Consolidated; Consolidated's promise to provide cable service to residents of the City pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Short Title and Definitions.

A. Short Title. This Franchise shall be known and cited as the Consolidated Cable Franchise.

B. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is

always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

i. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. 543(b)(7).

ii. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in the Franchise Area and designed and constructed primarily for the purpose of producing, receiving, transmitting, amplifying, or distributing video programming. System as defined herein shall be inconsistent with the definitions set forth in Minn. Stat. 238.02, subd. 3 and 47 U.S.C. 522(7).

iii. "Cable Programming Service" means any video programming regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

- a. Basic Cable Service;
- b. Video programming offered on a pay-per-channel or pay-per-program basis; or
- c. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service consists of commonly-identified video programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) and 47 C.F.R. § 76.901(b).

iv. "Cable Service" means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and; subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

v. "Channel" means a single full motion video channel.

vi. "City" means the City of Waseca, Minnesota.

vii. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

viii. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable. This term only applies to Grantee's delivery of Cable Service.

ix. "Effective Competition" means the provision of Cable Service by two (2) or more franchised providers operating pursuant to franchise in the City.

x. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

xi. "Franchise" or "Cable Franchise" means this ordinance and the contractual relationship established hereby.

xii. "Franchise Fee" means the fee or assessment imposed by the City on a Grantee solely because of its status as a recipient of a Cable Franchise. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (iv) any fee imposed under Title 17 of the United States Code.

xiii. "Grantee" is Consolidated Minnesota LLC d/b/a Consolidated, its agents and employees, lawful successors, transferees or assignees.

xxiv. "Gross Revenues" means all revenues received by the Grantee or its affiliates arising from the operation of the Cable System for the provision of Cable Service, including installations, digital service tiers, basic cable service, expanded basic cable service, guide revenues, equipment rentals, premium services, pay-per-view (including video-On Demand), wire maintenance, late fees, miscellaneous revenue, advertising revenues, upgrade and downgrade fees, revenues generated by sales or home shopping channel(s), leased channel fees, converter and equipment rental fees.. The term Gross Revenues shall not include bad debt (unless collected), or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

xiv. "Installation" means the connection from feeder cable to the point of connection with the Subscriber Converter. This term only applies to Grantee's delivery of Cable Service.

xv. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

xvi. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

xvii. "PEG Access" means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

xviii. "Pay Television" means the delivery of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

xix. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

xx. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the Franchise Area in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

xxi. "Right-of-Way Ordinance" means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

xxii. "Standard Installation" means any residential installation which can be completed using a Drop of 150 feet or less. This term only applies to Grantee's delivery of Cable Service.

xxiii. "Subscriber" means any Person who lawfully receives Cable Service from Grantee or over Grantee's network.

Section 2. Grant of Authority and General Provisions.

A. Grant of Franchise.

1. This Franchise is granted pursuant to the terms and conditions contained herein.

2. The Grantee shall have the right and privilege pursuant to this Franchise to provide Cable Service in the City.

3. Use of the Rights-of-Way to provide Cable Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

4. This Franchise shall be nonexclusive. Additional Cable Franchises may be granted by the City on terms and conditions which, taken as a whole, are no more favorable nor less burdensome than those imposed in previously granted Franchises.

B. Lease or Assignment Prohibited. Other than for the provision of commercial leased access and/or provision of access over an open video system, no Person may lease Grantee's network for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9(E).

C. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee. Notwithstanding, this Franchise shall be subject to periodic evaluation not less than every five (5) years as provided in Section 7(F) herein.

D. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of any System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City.

E. Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. In the event of annexation by City or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. In addition, the City and Grantee acknowledge that as of the effective date of this Franchise, the Grantee intends to provide service to the entire Franchise Area.

F. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Waseca
 City Manager
 508 South State Street
 Waseca, Minnesota 56093-3097

If to Grantee:

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 3. Construction Standards.

A Registration, Permits and Construction Codes.

1. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City Franchise Area.

2. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and pursuant to Section 4(F) below, to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law. Grantee is required to restore property to its original condition.

3. Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing a Rights-of-Way Ordinance.

B. Grantee shall bury all Drops in a reasonable time period, which shall not exceed thirty (30) business days, subject to weather conditions. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th.

C. Erection, Removal and Joint Use of Poles. No poles, conduits, amplifier boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type and other pertinent aspects. Facilities located on public and private property shall be subject to applicable zoning and other land use regulations.

D. Safety Requirements.

1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

2. The Grantee shall install and maintain its equipment and facilities in accordance with all federal, state and local laws and regulations, and the requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

3. All facilities structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

Section 4. System Design and Extension Provisions.

A. Channel Capacity.

1. Grantee shall develop, construct and engineer, and activate and provide for the term of this Franchise a network which is capable of delivering a minimum of 100 video channels.

2. All programming decisions- remain the discretion of Grantee; provided, however, that any change in the broad categories of video programming or other information services shall require the approval of the City consistent with 47 U.S.C. 544(b), and further provided that Grantee notifies the City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, in a manner consistent with federal law. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

B. Service Availability/Density Requirement.

1. Grantee shall be required to extend Service to all dwelling units in the City where there are twenty-five (25) dwelling units or more per cable mile. Grantee shall not impose a special or individualized charge for the cost of such extension of Cable Service.

2. Grantee shall also extend Service to Persons requesting Service where the density is insufficient to require extension without any special or individualized charge. In such case, Grantee shall extend service at a cost not to exceed the construction costs per mile multiplied by a fraction whose numerator equals the actual number of dwelling units per mile, and whose denominator equals twenty-five (25). Those Persons requesting Service will bear the remainder of the construction costs on a pro rata basis. The Grantee may require that the payment of these costs by such potential Subscribers be made in advance. Access to Cable Service shall

not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given 24 months, weather permitting, to construct and activate Cable Service to annexed or newly developed areas.

C. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

D. Provision of Services. The Grantee shall render effective Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to the City and Subscribers and shall occur during periods of minimum use of the Services, as determined by records of the Grantee.

E. Technical Standards. The technical standards used in the provision of Cable Service shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Any failure to comply with the FCC technical standards shall be a violation of this Franchise.

F. Performance Review and System Testing. In the event City finds that there are signal or System performance difficulties which may constitute violations of applicable FCC technical standards and this Franchise, Grantee shall be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved after the cure period has elapsed in City's sole determination, City may require Grantee to demonstrate compliance via testing or other means selected by the Grantee.

G. FCC Reports. Grantee shall file with City all required FCC technical reports which demonstrate the level of System performance and signal quality. Further, Grantee shall summarize and explain the results of any such testing provided to the City.

Section 5. Services Provisions.

A. Enforcement of Customer Service Standards. The City intends to stay enforcement of this Section 5 to the extent Effective Competition exists. Notwithstanding, the City may initiate enforcement of this Section despite the existence of Effective Competition based on the City's receipt of at least five (5) complaints with respect to each competitor, concerning similar customer service matters. The City may initiate enforcement of this Section by Resolution of the City Council. The City may begin enforcement three (3) days after mailing a copy of such Resolution to Grantee. The Resolution shall indicate the basis for initiating enforcement.

B. Regulation of Service Rates.

1. The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s).

2. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements unless such change arises from changes in regulatory fees, franchise fees, access costs, or franchise imposed costs.

C. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

D. Telephone Inquiries and Complaints.

1. Availability Grantee will maintain toll-free telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and; (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

2. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

E. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other

installation. activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

F. Complaint and Other Service Records. Subject to Grantee's obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

G. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

H. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to City before any changes in rates, programming services, or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

I. Refunds and Credits. If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers shall be credited pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

J. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber. Payments at the cable operator's drop-box location

shall be deemed received on the date such payments are picked up by the cable operator which shall occur within 24 hours after every due date. The cable operators shall continue to provide a 'grace period' of at least five (5) days after each due date.

K. Local Drop Box. Grantee has the option to maintain a local drop box for receiving Subscriber payments after hours in the City.

L. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

M. Violations. Any violation of these requirements after enforcement of this Section is initiated by Council Resolution shall be deemed a violation of this Franchise.

Section 6. Institutional Services Provisions.

A. Public, Educational and Government Access.

1. PEG Responsibility. City or its designee is hereby designated to operate, administer, promote and manage PEG Access in accordance with this Section 6.

2. PEG Channels. Grantee shall dedicate two (2) channels for PEG Access use. The Grantee shall have the right to program one of the PEG Channels until such time as the City notifies the Grantee that it wishes to assume programming responsibilities. Upon receiving notification from the City, the Grantee shall, within six (6) months, discontinue routing video signals onto the PEG Channel, and take all steps necessary to permit the City to begin cablecasting PEG programming on the Channel. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. 238.084, which is expressly incorporated herein by reference. Grantee may not move or renumber the PEG Access channels without the written approval of the City.

3. PEG Availability. Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its network, reception on the PEG Access channel(s) free of charge. The specially designated access channel may be used by the public, local educational authorities and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the demand for that time arises. Grantee may also use this specially designated access channel for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

4. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to the City and the public.

B. Access Equipment and Facilities.

1. As a grant for public, educational and government access community programming needs, the following fee shall be divided equally among all franchised video providers: \$20,000.00 per year for the duration of the franchise agreement. This fee shall be reviewed annually by the City and shall be reduced in the event the City finds that such funding is unnecessary to meet the community's public, educational and government access community programming needs. The fee shall be divided equally among all franchised video service providers and due within 90 days of April 1st of each year. Grantee reserves the right to recoup the in accordance with applicable law.

2. Upon City request, Grantee shall provide two-way activated capacity allowing live or recorded cable-cast of programming from City Hall to Waseca High School, or two other locations as mutually agreed to by the Parties subject to the provisions of paragraph C below.

3. The City, or its designee may implement rules for use of any access channel(s).

C. Subject to applicable law, service to Public Buildings. Grantee shall provide, free of charge, installation of one (1) Drop, one (1) cable outlet, and monthly video Service, excluding premium channels or any pay-per-view services, to City Hall, all requesting public school buildings, and such other institutions which the City and Grantee may mutually agree. Drops to subsequently designated institutions in excess of 200 feet shall be provided by the Grantee at the cost to requesting institution, of Grantee's time and materials less the cost of the 200 feet closest to the building. Grantee shall have six (6) months from the date of the City designation of additional institution(s) to complete construction of the Drop and outlet, weather permitting. Additional Drops and/or outlets shall be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such Installation meets applicable FCC technical standards. No redistribution of the free Service provided pursuant to this Subdivision shall be allowed without the Grantee's prior written consent.

Section 7. Operation and Administration Provisions.

A. Administration of Franchise. The City or its designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee's operation under the Franchise.

B. Delegated Authority. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City may withdraw or re-delegate such authority by giving Grantee written notice. Grantee shall cooperate with any such delegatee of the City.

c. Franchise Fee.

1. Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues.

2. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

3. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

D. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. 521 et seq. Grantee shall be required to provide such requested documents to the City unless such documents are available for inspection at a location in City.

E. Reports to be filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee.

F. Periodic Evaluation.

1. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee. Grantee and City shall hold evaluation sessions after the fifth and tenth years of this franchise.

2. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of all evaluation sessions by announcement of at least sixty (60) seconds in duration on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

3. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance,

programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.

4. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

Section 8. General Financial and Insurance Provisions.

A. Performance Bond.

1. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a bond to the City, naming the other municipalities comprising the Franchise Area as additional obligees, in the amount of Ten Thousand Dollars (\$10,000.00) in a form and with such sureties as are reasonably acceptable. A single bond may be provided to all of the municipalities comprising the Franchise Area. The bond must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System.

2. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

3. The Grantee shall be given thirty (30) days-notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City's determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

4. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect from the performance bond any resultant damages, costs or liabilities incurred by the City.

5. The rights reserved to the City with respect to the performance bond shall not be deemed an exclusive remedy and are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.

B. Letter of Credit.

1. The City intends to stay enforcement of this Section 8(B) to the extent Effective Competition exists. Notwithstanding, in the event the City initiates enforcement of Section 3 above through adoption of a Resolution of the City Council and determines that additional security is necessary or desirable to secure compliance with this Franchise, or the City shall determine that Effective Competition has ceased, Grantee shall, upon written notice from the City, deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of Five Thousand Dollars (\$5,000).

2. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount solely determined by the City in payment for liquidated damages charged pursuant to this subdivision or in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

3. In addition to recovery of any monies owed by Grantee to the City, the City, in its sole discretion, may charge to and collect from the Letter of Credit liquidated damages in an amount of up to Fifty Dollars (\$50.00) per violation of any provision of this Franchise or applicable federal, state, or local law or regulations, pursuant to this Section.

4. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. Grantee shall have thirty (30) days from receipt of such notice in which to cure such violation in which event no liquidated damages may be assessed. At any time after the cure period, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in City's sole determination, the City may draw from the Letter of Credit all assessments or monies due the City from the date of the notice. The City may grant additional time beyond the initial cure period in the event the City determines such additional time is necessary to cure the alleged violation. .

5. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. All liquidated damages assessments shall continue to accrue.

6. The City shall hear Grantee's dispute at the next regularly scheduled meeting or within sixty (60) days of receipt of said notice of dispute, whichever is shorter.

7. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

8. In the event City determines that no violation has taken place, the City shall rescind the notice of violation.

9. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire prior to the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and amount and with a bank authorized herein.

10. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit for the full amount stated in Paragraph a of this section as a substitution of the previous Letter of Credit.

11. If any Letter of Credit is not so replaced, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

12. The collection by the City of any monies or penalties from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

c. Indemnification of the City.

1. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.

2. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based solely on City's operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment.

3. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

a. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

D. Insurance.

1. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

2. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for property damage to any one person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.

3. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

Section 9. Sale, Abandonment, Transfer and Revocation of Franchise.

A. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, if after the hearing required therein, it is determined that:

1. Grantee has violated any material provision of this Franchise and failed to timely cure; or
2. Grantee has attempted to evade any of the material provisions of the Franchise; or
3. Grantee has practiced fraud or deceit upon the City or Subscriber.
4. The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

B. Procedures for Revocation.

1. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

2. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

3. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

4. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

C. Abandonment of Service. Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

D. Removal After Abandonment, Termination or Forfeiture.

1. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City, subject to the authority of the Member Municipalities; provided, however, that the Grantee shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. 547.

E. Sale or Transfer of Franchise.

1. No sale, transfer, or corporate change of or in Grantee or the System including, but not limited to, the sale of the majority of the entity's assets, a merger including the consolidation of a subsidiary and parent entity, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9. The term "controlling interest" as used herein means actual working control in whatever manner exercised.

3. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9(E). The term "controlling interest" as used herein means actual working control in whatever manner exercised.

4. The City shall have such time as is permitted by applicable federal law in which to review a transfer request.

5. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

6. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (1) or (2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

7. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (1) or (2) of this Section, the City shall have the right to purchase the System. In the event Grantee has received a bona fide offer for purchase of the System, the City shall have the right to purchase in accordance with the terms thereof. The Grantee must promptly convey such offer to the City along with any written acceptance. As used in this Section, "bona fide offer" means an offer to purchase the System received by the Grantee which it intends to accept. In any other event, the City shall have the right to purchase the System for an equitable price and upon commercially reasonable terms.

8. The City shall be deemed to have waived its right to purchase under in the following circumstances:

a. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise or reserve its right of purchase; or

b. It approves the assignment or sale of the Franchise as provided within this Section.

Section 10. Protection of Individual Rights.

A. **Discriminatory Practices Prohibited.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

B. **Subscriber Privacy.**

1. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

2. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

3. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (2) of this Subdivision.

Section 11. Miscellaneous Provisions.

A. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

B. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new System construction or System upgrade.

C. Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7(F) or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to

changes in federal, state or local laws, provided, however, nothing herein shall restrict the City's exercise of its police powers.

D. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

E. Compliance with Federal, State and Local Laws.

1. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

2. If any term, condition or provision of this Franchise shall, to any extent, be held to be invalid or unenforceable, the remainder and all the terms, provisions and conditions herein shall, in all other respects, continue to be effective provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding.

F. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

G. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

H. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

Section 12. Publication Effective Date; Acceptance and Exhibits.

A. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be April 1, 2020 and with the acceptance by Grantee in accordance with the provisions of this Section 12(B).

B. Acceptance.

1. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

2. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

3. Grantee shall accept this Franchise in the following manner:

a. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

b. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

AGREED TO ON THIS _____ DAY OF _____, 2020

CITY OF WASECA

By: _____

Mayor Roy Srp

ATTEST: _____

CONSOLIDATED

By: _____

Its: _____

Date: _____