

REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 19, 7 p.m.  
AGENDA

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

**Those wishing to speak must state their name and address for the record after they reach the podium. 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

Proclamation: Mayor Srp  
Lieutenant Grotberg: Grant Updates

- 6     CONSENT AGENDA

- A. Minutes –Regular City Council Meeting & Work Session November 6, 2019
- B. Payroll & Expenditures
- C. Approval of 2020 License Applications (Tobacco, Liquor, Garbage Hauler)
- D. Approval of 2020 Council Meeting Dates
- E. Designating the Official Newspaper for the City of Waseca
- F. RCCA: Small Cell Tower Collocation Agreement
- G. Approval of Change Order Requests: 3<sup>rd</sup> Street Project
- H. **Resolution 19-56:** Accepting Grant for Connections
- I. Approval of Contract Payments: Dirt Merchant & Keys Drilling
- J. RCCA: ConAgra Wastewater Partnership Agreement

- 7     ACTION AGENDA

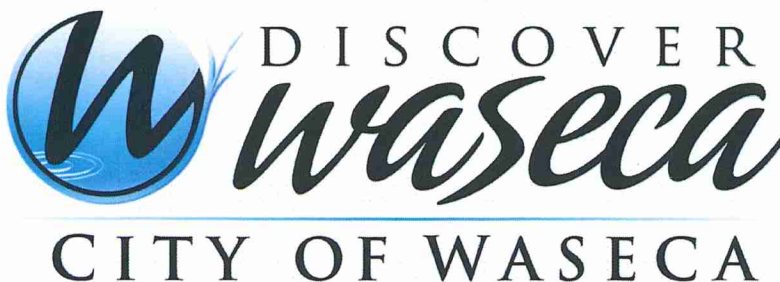
- A. Resolution 19-57: Docks
- B. RCCA: Small Cities Development Grant

- 8     REPORTS

- A. City Manager's Report
- B. Commission Reports
  - HPC (Tlougan)
  - EDA (Srp, Johnson)
  - DWT (Conrath)

9      ANNOUNCEMENTS

10     ADJOURNMENT



508 South State Street ■ Waseca, Minnesota 56093-3033  
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## **CITY OF WASECA PROCLAMATION**

### **Recognizing US Citizenship**

**WHEREAS**, the United States of America was established as a country populated by immigrants;  
and,

**WHEREAS**, Article 1, Section 8 authorizes the Federal Government to establish a uniform "Rule of Naturalization" a process that has been used by millions to achieve status as a Citizen of the United States; and,

**WHEREAS**, these new citizens come from many places, professions, heritages, and cultures, all seeking to become part of the great American Experiment; and

**WHEREAS**, these new citizens can be found all across the country, using their skills, gifts, and abilities in their pursuit of the American Dream; and

**WHEREAS**, the City of Waseca wishes to recognize newly naturalized citizens Vilay Miller and Phanny Viramonh.

**NOW THEREFORE**, I, Mayor Srp, do hereby proclaim Wednesday, the 20<sup>th</sup> day of November, 2019, as New Citizen Day in the City of Waseca.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Waseca, Minnesota to be affixed this 19th day of November, 2019.



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**R. D. SRP**

**MAYOR**

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
WEDNESDAY, NOVEMBER 6, 2019

**6A**

**CALL TO ORDER/ROLL CALL**

- 1 The regular Waseca City Council meeting was called to order by Mayor Srp at 7:00 p.m.

Councilmembers Present:      Jeremy Conrath              Darren Arndt  
   Allan Rose                      Larry Johnson  
   Roy Srp                         Les Tloughan  
   Mark Christiansen

Staff Present:                      Lee Mattson, City Manager  
   Tom Kellogg, City Engineer  
   Mike Anderson, Assistant to the City Manager

**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 Councilmember Conrath asked that "Fire Relief" be added to commission reports. It was moved by Tloughan, seconded by Arndt, to approve the agenda as amended. Motion carried 7-0.

**PUBLIC COMMENT**

- 4 None

**REQUESTS AND PRESENTATIONS**

- 5 American Legion: Mike Parry

Mr. Parry and Kent Schultz presented information regarding the demolished house and the current parking lot at the Legion. Staff suggested a compromise to bring the property into compliance in 2020. Council advised Staff to work with the Legion to find a solution moving forward so the parking area is in compliance with City Code. Staff will have the City Attorney draft up an agreement, which will be presented to the Council at a future meeting.

**CONSENT AGENDA**

- 6 It was moved by Arndt, seconded by Conrath, to approve the Consent Agenda. The motion carried 7-0, and included the following:
- A. Minutes – Regular City Council Meeting & Work Session : October 15, 2019
  - B. Payroll & Expenditures
  - C. Resolution 19-54: Denying Tax Forfeiture Property
  - D. Approval of Change Order Requests: 3<sup>rd</sup> St Project
  - E. Approval of Contract Payments: 3<sup>rd</sup> St, FBO Hangar, Elm Ave

## **ACTION AGENDA**

### **7A Public Hearing: Resolution 19-53 – Adding additional Vacant Lots to Tax Abatement List & Resolution 19-55: Approving Tax Abatement Applications for newly added lots**

The Public Hearing opened at 7:26 p.m. Nobody approached the Council on this topic.

Resident James Christiansen approached the Council, looking for information in the packet regarding the Abatement public hearing. Staff showed him where it was and gave him information regarding the Abatement process.

The Public Hearing closed at 7:30 p.m.

Motion was made by Christiansen, seconded by Tlougan to approve Resolution 19-53. Motion carried 6-0-1 (Councilmember Johnson abstaining).

Motion was made by Christiansen, seconded by Tlougan to approve Resolution 19-55. Motion carried 6-0-1 (Councilmember Johnson abstaining).

### **7B RCCA: Recovery Coordinator Grant Approval**

City Manager Mattson said that the City had been working with Region Nine for over a year on this grant application. The position will focus on economic development efforts to counter the effects of Quad Graphics closing. The grant is worth close to \$400,000 over three years.

Motion was made by Tlougan, seconded by Conrath to approve the execution of the grant and begin the applicant search. Motion carried 7-0.

## **REPORTS**

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

- Thank you to the Public Works Crew for their response and hard work during the recent snow fall.
- Region Nine received almost \$200,000 for a manufacturing resource center which could include the acquisition of space and staff. The City is a co-applicant but Region Nine will handle the monies and the planning process.
- BEST Business Summit was held at SROC earlier today and included great speakers and discussions.

### **8B Commission Reports**

- Airport Board: Rose
  - FBO Hangar is complete
  - Creating a punch list of issues that need completing
  - Discussed the 5 year CIP
  - There will be 5 new T-Hangers in 2021
  - Increasing monthly rates by \$5 per month in 2020
- Fire Relief: Conrath
  - Fire Truck has arrived
  - Approved financing for new equipment
  - The Rosenau's are donating new helmets and chest waders to the Department

- Discover Waseca Tourism: Conrath
  - Planning Session was held with Sinister Forest
  - Sleigh and Cutter “Only MN” Sign will be in town.
  - Approved putting Brochures at the Mall of America.
  - Holiday Train will be here December 5.

### **ANNOUNCEMENTS**

- 9      Tlougan – The Census is extremely important and would like to see monthly reports for the next four months

Conrath – The lake shore looks good along Clear and Loon Lake. Kudos to the Parks crew and the Sentenced to Serve for their hard work.

Christiansen – Boy Scouts are selling wreaths this weekend. Good luck to the Football Team on Saturday.

Rose – The shoreline trimming looks great.

Arndt – Sinister Forest had over 1900 participants. Next year the event falls on Halloween!

Srp – Thanked all City Staff for their daily work. The Holiday Train will be here on December 5. Wished good luck to the football team.

### **ADJOURNMENT**

- 10      There being no further business to be brought before the Council, it was moved by Conrath, seconded by Arndt, to adjourn the meeting at 7:56 p.m.; the motion carried 7-0.

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R.D. SRP  
MAYOR

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

MINUTES  
CITY COUNCIL WORK SESSION  
WEDNESDAY, NOVEMBER 6, 2019

The work session began at 6:00 p.m. in the Council Chambers.

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

Staff present:                      Lee Mattson, City Manager  
   Alicia Fischer, Finance Director  
   Tom Kellogg, City Engineer  
   Mike Anderson, Assistant to the City Manager

**Special Revenue Funds**

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

City Manager Mattson began the work session by presenting information on the budgeting process for the Special Revenue Funds. The Finance Director also discussed information on these funds with Council.

The funds in the discussion included the Airport Fund, Safe Haven, PEG Channel, Fire Fighters Releif, Clear Lake Press, Waseca Rehab Program, Waseca Housing, TIF District 28, and Heritage Preservation Fund.

There was minor discussion on the select funds between Council and Staff.

There being no further discussion and no action taken, the work session ended at 6:45 p.m.

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R. D. SRP  
MAYOR

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

*Micah Fischer*

**6B**

LIST OF EXPENDITURES

November 6, 2019

*Lee A. Miller*

City Council	4,250.00
Streets	26,697.13
Parks	13,761.81
Wastewater	10,544.24
Utility Administration	4,632.46
Utility Billing	7,624.38
Electric	13,623.56
Water	5,577.69
Building and Code Compliance	2,669.72
Police	57,163.21
Administration	4,800.31
Community Aides	760.00
Fire	10,393.93
Paid On Call Fire Department	455.05
Election Judges	0.00
PEG	0.00
Finance	9,683.86
Connections	2,214.28
Community Development	5,075.62
Engineering	15,754.81
Recreation	2,675.74
Econ Development	<u>2,607.74</u>
Total Gross Payroll	200,965.54
*Less- Payroll Deductions	<u>(65,573.49)</u>

Net Payroll Cost \$ 135,392.05

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:  
November 2, 2019-November 15, 2019  
Includes check #'s 154331-154380  
Bank ACH Withdrawals..... 1,028,939.31

GRAND TOTAL EXPENDITURES \$ 1,164,331.36

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
11/15/2019	111906	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/3/2019	101-21701-0000	18,397.29	M
Total 101217010000:					18,397.29	
11/15/2019	111902	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/3/2019	101-21702-0000	8,314.22	M
Total 101217020000:					8,314.22	
11/15/2019	111906	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/3/2019	101-21703-0000	8,034.10	M
11/15/2019	111906	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/3/2019	101-21703-0000	8,034.10	M
Total 101217030000:					16,068.20	
11/15/2019	111903	Public Employees Retirement Assn (ACH	Adjustment	101-21704-0000	.03	M
11/15/2019	111903	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 11/3/2019	101-21704-0000	1,269.30	M
11/15/2019	111903	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 11/3/2019	101-21704-0000	8,250.51	M
11/15/2019	111903	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 11/3/2019	101-21704-0000	6,856.49	M
11/15/2019	111903	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 11/3/2019	101-21704-0000	8,250.51	M
11/15/2019	111903	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 11/3/2019	101-21704-0000	10,284.68	M
Total 101217040000:					34,911.52	
11/15/2019	154351	IBEW	IBEW UNION DUES Pay Period: 11/3/2019	101-21707-0000	315.28	
11/15/2019	154352	IUOE Local #70	FIRE UNION DUES Pay Period: 11/3/2019	101-21707-0000	128.28	
11/15/2019	154352	IUOE Local #70	IUOE UNION DUES Pay Period: 11/3/2019	101-21707-0000	649.08	
11/15/2019	154355	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 11/3/2019	101-21707-0000	612.00	
Total 101217070000:					1,704.64	
11/15/2019	20190761	Greater Mankato Area United Way	UNITED WAY Pay Period: 11/3/2019	101-21708-0000	15.00	
Total 101217080000:					15.00	
11/15/2019	154361	MN Life	November Life Insurance	101-21710-0000	574.50	
Total 101217100000:					574.50	
11/15/2019	111906	ACH Internal Revenue Service	MEDICARE Pay Period: 11/3/2019	101-21712-0000	2,683.96	M
11/15/2019	111906	ACH Internal Revenue Service	MEDICARE Pay Period: 11/3/2019	101-21712-0000	2,683.96	M
Total 101217120000:					5,367.92	
11/15/2019	111908	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 11/3/2019	101-21713-0000	785.00	M
11/15/2019	111908	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 11/3/2019	101-21713-0000	495.00	M
Total 101217130000:					1,280.00	
11/15/2019	111905	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 11/3/2019	101-21714-0000	315.00	M
Total 101217140000:					315.00	
11/15/2019	111910	Further	Flex/HSA Reimbursement	101-21716-0000	194.34	M
11/15/2019	111909	Further	HSA DEDUCTION Pay Period: 11/3/2019	101-21716-0000	442.84	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					637.18	
11/15/2019	111904	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 11/3/2019	101-21717-0000	1,220.57	M
Total 101217170000:					1,220.57	
11/15/2019	111907	Delta Dental	Ziemke Cobra	101-21719-0000	28.15	M
11/15/2019	111907	Delta Dental	Krause adjustment	101-21719-0000	28.15	M
11/15/2019	111907	Delta Dental	DENTAL EE + SPOUSE Pay Period: 11/3/2019	101-21719-0000	346.20	M
11/15/2019	111907	Delta Dental	DENTAL SINGLE Employee Pay Period: 11/3/2019	101-21719-0000	506.70	M
11/15/2019	111907	Delta Dental	DENTAL FAMILY Employee Pay Period: 11/3/2019	101-21719-0000	1,217.70	M
Total 101217190000:					2,126.90	
11/15/2019	154344	Fidelity Security Life	Ziemke Cobra	101-21722-0000	6.99	
11/15/2019	154344	Fidelity Security Life	Krause adjustment	101-21722-0000	6.99	
11/15/2019	154344	Fidelity Security Life	VISION FAMILY Employee Pay Period: 11/3/2019	101-21722-0000	54.54	
11/15/2019	154344	Fidelity Security Life	VISION SINGLE Employee Pay Period: 11/3/2019	101-21722-0000	34.95	
11/15/2019	154344	Fidelity Security Life	VISION + ONE Employee Pay Period: 11/3/2019	101-21722-0000	36.72	
Total 101217220000:					140.19	
11/15/2019	20190792	Tlougan, Les	Technology reimbursement	101-41110-3200	440.00	
Total 101411103200:					440.00	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-41320-1310	286.50	M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-41320-1310	256.59	M
Total 101413201310:					543.09	
11/15/2019	154361	MN Life	November Life Insurance	101-41320-1330	28.87	
11/15/2019	154361	MN Life	November Life Insurance	101-41320-1330	3.47	
Total 101413201330:					32.34	
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-41320-2000	56.28	
11/15/2019	20190765	Innovative Office Supply	Office Supplies	101-41320-2000	13.84	
Total 101413202000:					70.12	
11/15/2019	154339	Coborn's	Coffee for open enrollment	101-41320-2170	21.98	
Total 101413202170:					21.98	
11/15/2019	20190796	U.S. Bank - CC	Lodging for SHRM Conference	101-41320-3300	389.12	
11/15/2019	20190796	U.S. Bank - CC	Lodging while at ICMA Conference	101-41320-3300	681.72	
Total 101413203300:					1,070.84	
11/15/2019	20190751	APG Media of So MN LLC	Res 16-56 Amending	101-41320-3400	58.50	
Total 101413203400:					58.50	
11/15/2019	154367	South Central College	Safety Program	101-41320-4940	1,260.00	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204940:					1,260.00
11/15/2019	20190748	A. H. Hermel Company	Pop for vending machine	101-41320-4945	80.30
Total 101413204945:					80.30
11/15/2019	154377	Waseca Community Arena	Lobby rental for election	101-41410-3100	100.00
Total 101414103100:					100.00
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-41500-1310	1,333.68 M
Total 101415001310:					1,333.68
11/15/2019	154361	MN Life	November Life Insurance	101-41500-1330	77.53
Total 101415001330:					77.53
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-41500-2000	17.70
Total 101415002000:					17.70
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-41500-2190	174.99
Total 101415002190:					174.99
11/15/2019	20190765	Innovative Office Supply	Wellness supplies	101-41500-2200	341.82
11/15/2019	20190765	Innovative Office Supply	Wellness/ergonomics supplies	101-41500-2200	43.64
11/15/2019	20190794	Tool Sales Company	Creeper	101-41500-2200	185.00
Total 101415002200:					570.46
11/15/2019	20190796	U.S. Bank - CC	Lodging for MNGFOA Conference	101-41500-3300	408.39
Total 101415003300:					408.39
11/15/2019	20190751	APG Media of So MN LLC	Insurance proposal	101-41500-3400	78.00
Total 101415003400:					78.00
11/15/2019	20190759	Flaherty & Hood PA	Labor and employment consult services	101-41600-3000	936.40
11/15/2019	20190759	Flaherty & Hood PA	Environmental Matters	101-41600-3000	245.00
11/15/2019	20190759	Flaherty & Hood PA	October Legal Services	101-41600-3000	36.25
11/15/2019	20190770	Kennedy & Kennedy Law Office	October Legal Services	101-41600-3000	180.00
Total 101416003000:					1,397.65
11/15/2019	20190781	Pantheon Computer Systems Inc.	DVD Write for PD	101-41920-2050	39.95
11/15/2019	20190796	U.S. Bank - CC	Desk riser for Chrz	101-41920-2050	26.73
Total 101419202050:					66.68
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	101-41920-3100	1,742.31
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	101-41920-3100	521.64

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419203100:					2,263.95
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-41940-2000	42.14
Total 101419402000:					42.14
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-41940-2120	40.23
Total 101419402120:					40.23
11/15/2019	20190748	A. H. Hermel Company	Coffee	101-41940-2170	81.74
11/15/2019	154365	Red Feather Paper Company	Bathroom Supplies	101-41940-2170	270.85
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-41940-2170	134.00
11/15/2019	20190796	U.S. Bank - CC	Coffee creamer for breakroom	101-41940-2170	9.16
Total 101419402170:					495.75
11/15/2019	20190796	U.S. Bank - CC	Base boards for hallway	101-41940-2230	9.66
Total 101419402230:					9.66
11/15/2019	154336	Cintas Corporation	Floor Mats	101-41940-3100	84.24
11/15/2019	20190779	Olympic Fire Protection Corp.	Sprinkler Inspection	101-41940-3100	180.00
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	Janitorial Services	101-41940-3100	1,556.00
11/15/2019	20190800	Waste Management of Southern MN	October Service	101-41940-3100	181.44
Total 101419403100:					2,001.68
11/15/2019	111912	City of Waseca	October Utilities	101-41940-3800	1,471.07 M
Total 101419403800:					1,471.07
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-41950-1310	757.98 M
Total 101419501310:					757.98
11/15/2019	154361	MN Life	November Life Insurance	101-41950-1330	30.19
Total 101419501330:					30.19
11/15/2019	20190801	WSB & Associates Inc	September Planning Services	101-41950-3000	1,022.25
Total 101419503000:					1,022.25
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-42100-1310	6,885.96 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-42100-1310	323.60 M
Total 101421001310:					7,209.56
11/15/2019	154361	MN Life	November Life Insurance	101-42100-1330	330.00
Total 101421001330:					330.00
11/15/2019	20190765	Innovative Office Supply	office supplies	101-42100-2000	26.19
11/15/2019	20190765	Innovative Office Supply	Office supplies	101-42100-2000	1.96

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	20190765	Innovative Office Supply	Office Supplies	101-42100-2000	24.72
11/15/2019	20190796	U.S. Bank - CC	Office supplies	101-42100-2000	20.80
Total 101421002000:					73.67
11/15/2019	20190796	U.S. Bank - CC	Fuel to get to training	101-42100-2120	18.00
11/15/2019	20190796	U.S. Bank - CC	Fuel home from training	101-42100-2120	32.51
11/15/2019	20190796	U.S. Bank - CC	County pumps not working	101-42100-2120	32.50
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-42100-2120	2,182.26
Total 101421002120:					2,265.27
11/15/2019	154365	Red Feather Paper Company	janitor Supplies	101-42100-2170	177.00
11/15/2019	20190796	U.S. Bank - CC	Evidence Bags	101-42100-2170	141.91
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-42100-2170	28.00
11/15/2019	20190796	U.S. Bank - CC	Breath tubes for Alco-Sensor	101-42100-2170	90.00
Total 101421002170:					436.91
11/15/2019	20190753	Chrz, Jared	Uniform allowance	101-42100-2180	146.93
11/15/2019	20190789	Streicher's	Uniforms	101-42100-2180	94.99
11/15/2019	20190796	U.S. Bank - CC	Tourinquet Belt Attachment	101-42100-2180	37.99
Total 101421002180:					279.91
11/15/2019	20190791	Thornhill, Lawrence E.	Car detailing	101-42100-2220	28.00
Total 101421002220:					28.00
11/15/2019	20190779	Olympic Fire Protection Corp.	Sprinkler system inspection	101-42100-2230	180.00
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	Janitorial Services	101-42100-2230	423.81
Total 101421002230:					603.81
11/15/2019	154357	Mayo Clinic	Blood Draw	101-42100-3000	32.00
Total 101421003000:					32.00
11/15/2019	154336	Cintas Corporation	Floor Mats	101-42100-3100	14.29
11/15/2019	154336	Cintas Corporation	Floor Mats	101-42100-3100	14.29
11/15/2019	20190800	Waste Management of Southern MN	October Service	101-42100-3100	57.54
Total 101421003100:					86.12
11/15/2019	111913	Verizon Wireless	Monthly Billing	101-42100-3200	970.00 M
11/15/2019	111913	Verizon Wireless	Monthly Billing	101-42100-3200	42.87 M
Total 101421003200:					1,012.87
11/15/2019	111912	City of Waseca	October Utilities	101-42100-3800	805.95 M
Total 101421003800:					805.95
11/15/2019	154337	City of Waseca	Compliance Check	101-42100-4640	100.00
11/15/2019	154337	City of Waseca	Compliance Check	101-42100-4640	100.00
11/15/2019	20190796	U.S. Bank - CC	Candy for treats on the streets	101-42100-4640	58.62

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	20190796	U.S. Bank - CC	Candy for treats on the streets	101-42100-4640	89.96
Total 101421004640:					348.58
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-42200-1310	1,380.86 M
Total 101422001310:					1,380.86
11/15/2019	154361	MN Life	November Life Insurance	101-42200-1330	49.50
Total 101422001330:					49.50
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-42200-2000	8.76
Total 101422002000:					8.76
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-42200-2120	174.53
Total 101422002120:					174.53
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-42200-2170	67.68
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-42200-2170	28.00
Total 101422002170:					95.68
11/15/2019	154346	Gall's LLC	Uniform Allowance	101-42200-2180	232.57
11/15/2019	154346	Gall's LLC	Uniform Allowance	101-42200-2180	54.99
11/15/2019	20190780	Owatonna Shoe Company	Safety boots	101-42200-2180	155.00
Total 101422002180:					442.56
11/15/2019	20190757	Custom Fire Apparatus Inc.	Bumper Guides	101-42200-2210	831.00
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-42200-2210	9.59
Total 101422002210:					840.59
11/15/2019	20190752	Border States Electric Supply	Fire LED lights	101-42200-2230	2,439.00
11/15/2019	154362	MPeters Enterprises Inc.	Flags for Public Safety Building	101-42200-2230	80.00
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	Janitorial Services	101-42200-2230	423.82
Total 101422002230:					2,942.82
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-42200-2240	6.48
Total 101422002240:					6.48
11/15/2019	154336	Cintas Corporation	Floor Mats	101-42200-3100	14.29
11/15/2019	154336	Cintas Corporation	Floor Mats	101-42200-3100	14.29
11/15/2019	20190800	Waste Management of Southern MN	October Service	101-42200-3100	57.54
Total 101422003100:					86.12
11/15/2019	154364	Paul's Two-Way Radio Repair	Magnetic mic holder	101-42200-3200	69.90
11/15/2019	111913	Verizon Wireless	Monthly Billing	101-42200-3200	47.87 M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422003200:					117.77
11/15/2019	20190796	U.S. Bank - CC	Chiefs Conference-Forshee	101-42200-3300	545.58
11/15/2019	20190796	U.S. Bank - CC	Chiefs Conference-Dulas	101-42200-3300	545.58
11/15/2019	20190796	U.S. Bank - CC	Chiefs Conference-Underwood	101-42200-3300	545.58
Total 101422003300:					1,636.74
11/15/2019	154334	Centerpoint Energy	October service	101-42200-3800	52.95
11/15/2019	111912	City of Waseca	October Utilities	101-42200-3800	805.95 M
11/15/2019	111912	City of Waseca	October Utilities	101-42200-3800	49.73 M
Total 101422003800:					908.63
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-42400-1310	513.18 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-42400-1310	116.99 M
Total 101424001310:					630.17
11/15/2019	154361	MN Life	November Life Insurance	101-42400-1330	5.45
11/15/2019	154361	MN Life	November Life Insurance	101-42400-1330	16.50
Total 101424001330:					21.95
11/15/2019	20190754	City Building Inspection Services LLC	building inpsctions	101-42400-3000	5,111.11
Total 101424003000:					5,111.11
11/15/2019	20190771	Lenz Lawn Care & Landscaping Inc.	Code Compliance	101-42400-3100	130.00
Total 101424003100:					130.00
11/15/2019	111913	Verizon Wireless	Monthly Billing	101-42400-3200	25.39 M
Total 101424003200:					25.39
11/15/2019	20190796	U.S. Bank - CC	Meal while at conference	101-42400-3300	19.26
11/15/2019	20190796	U.S. Bank - CC	Meal while at conference	101-42400-3300	76.69
11/15/2019	20190796	U.S. Bank - CC	Meal while at conference	101-42400-3300	19.40
Total 101424003300:					115.35
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43000-1310	120.53 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43000-1310	1,116.44 M
Total 101430001310:					1,236.97
11/15/2019	154361	MN Life	November Life Insurance	101-43000-1330	5.61
11/15/2019	154361	MN Life	November Life Insurance	101-43000-1330	74.74
Total 101430001330:					80.35
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-43000-2000	20.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101430002000:					20.52
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-43000-2120	80.08
Total 101430002120:					80.08
11/15/2019	111913	Verizon Wireless	Monthly Billing	101-43000-3200	42.87 M
Total 101430003200:					42.87
11/15/2019	20190796	U.S. Bank - CC	APWA Conference-Kellogg	101-43000-3300	255.00
Total 101430003300:					255.00
11/15/2019	20190787	Sportsmans Stop Inc.	Shipping to return tool	101-43000-4040	67.13
Total 101430004040:					67.13
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43100-1310	1,943.21 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43100-1310	33.91 M
Total 101431001310:					1,977.12
11/15/2019	154361	MN Life	November Life Insurance	101-43100-1330	89.10
11/15/2019	154361	MN Life	November Life Insurance	101-43100-1330	1.65
Total 101431001330:					90.75
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-43100-2000	6.21
Total 101431002000:					6.21
11/15/2019	20190762	H & J Fuel Inc	dyed fuel	101-43100-2120	2,239.38
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-43100-2120	5,238.87
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-43100-2120	479.66
Total 101431002120:					7,957.91
11/15/2019	154340	Condon Farm Service	paver propane	101-43100-2170	13.85
11/15/2019	154353	Janesville Tire Service	culvert	101-43100-2170	1,283.99
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-43100-2170	20.40
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-43100-2170	56.00
11/15/2019	20190796	U.S. Bank - CC	Mouse traps and bait	101-43100-2170	6.56
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	24.27
Total 101431002170:					1,405.07
11/15/2019	20190750	AmeriPride Services Inc	uniform-service	101-43100-2180	192.75
11/15/2019	20190750	AmeriPride Services Inc	uniform-service	101-43100-2180	192.75
11/15/2019	20190750	AmeriPride Services Inc	uniform-service	101-43100-2180	193.39
11/15/2019	20190750	AmeriPride Services Inc	uniform-service	101-43100-2180	191.69
Total 101431002180:					770.58
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-43100-2400	19.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002400:					19.00
11/15/2019	154370	Stantec Consulting Services Inc	Wetland Delineation	101-43100-3000	720.00
Total 101431003000:					720.00
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	janitorial service-Streets	101-43100-3100	286.00
11/15/2019	20190800	Waste Management of Southern MN	October Service	101-43100-3100	150.10
Total 101431003100:					436.10
11/15/2019	154334	Centerpoint Energy	October service	101-43100-3800	52.95
11/15/2019	111912	City of Waseca	October Utilities	101-43100-3800	49.72 M
11/15/2019	111912	City of Waseca	October Utilities	101-43100-3800	737.72 M
Total 101431003800:					840.39
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43125-1310	503.80 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43125-1310	33.91 M
Total 101431251310:					537.71
11/15/2019	154361	MN Life	November Life Insurance	101-43125-1330	23.10
11/15/2019	154361	MN Life	November Life Insurance	101-43125-1330	1.65
Total 101431251330:					24.75
11/15/2019	154370	Stantec Consulting Services Inc	Wetland Delineation for Snow Storage	101-43125-3100	440.00
Total 101431253100:					440.00
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43170-1310	107.96 M
Total 101431701310:					107.96
11/15/2019	154361	MN Life	November Life Insurance	101-43170-1330	4.95
Total 101431701330:					4.95
11/15/2019	154340	Condon Farm Service	Bolts & Nuts	101-43170-2170	1.02
11/15/2019	154373	Traffic Control Corporation	Ped Crossing Lights	101-43170-2170	240.00
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-43170-2170	9.18
Total 101431702170:					250.20
11/15/2019	111912	City of Waseca	October Utilities	101-43170-3800	191.03 M
Total 101431703800:					191.03
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-43220-1310	179.93 M
Total 101432201310:					179.93
11/15/2019	154361	MN Life	November Life Insurance	101-43220-1330	8.25

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101432201330:					8.25
11/15/2019	20190751	APG Media of So MN LLC	Best of Scene - TLCF	101-45100-3400	131.00
Total 101451003400:					131.00
11/15/2019	154360	MN Department of Agriculture	Consolidated food license	101-45100-4500	77.00
Total 101451004500:					77.00
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-45130-1310	283.60 M
Total 101451301310:					283.60
11/15/2019	154361	MN Life	November Life Insurance	101-45130-1330	19.80
Total 101451301330:					19.80
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-45130-2000	24.81
Total 101451302000:					24.81
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-45130-2120	69.01
Total 101451302120:					69.01
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-45130-2170	56.00
Total 101451302170:					56.00
11/15/2019	20190796	U.S. Bank - CC	Advertising for WWP	101-45130-3400	9.00
Total 101451303400:					9.00
11/15/2019	111912	City of Waseca	October Utilities	101-45130-3800	2,263.79 M
Total 101451303800:					2,263.79
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-45200-1310	1,282.00 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	101-45200-1310	70.90 M
Total 101452001310:					1,352.90
11/15/2019	154361	MN Life	November Life Insurance	101-45200-1330	74.25
11/15/2019	154361	MN Life	November Life Insurance	101-45200-1330	4.95
Total 101452001330:					79.20
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	101-45200-2000	4.38
11/15/2019	20190765	Innovative Office Supply	Office Supplies	101-45200-2000	98.27
Total 101452002000:					102.65
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-45200-2120	9.72
11/15/2019	154378	Waseca County Highway Department	Monthly billing	101-45200-2120	629.01

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002120:					638.73
11/15/2019	154340	Condon Farm Service	Grass Seed	101-45200-2170	62.50
11/15/2019	154345	Flagship Recreation LLC	DT Trash Receptacle Lids	101-45200-2170	620.00
11/15/2019	20190796	U.S. Bank - CC	AED Pads	101-45200-2170	134.00
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	21.58
Total 101452002170:					838.08
11/15/2019	20190776	M-R Sign Company Inc.	Park Rule Signs	101-45200-2230	549.05
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	56.32
Total 101452002230:					605.37
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-45200-2280	89.75
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-45200-2280	38.11
Total 101452002280:					127.86
11/15/2019	20190768	Jobs Plus Inc.	City Parks - October Cleaning	101-45200-3100	330.00
11/15/2019	20190800	Waste Management of Southern MN	October Park - Waste Management	101-45200-3100	533.06
Total 101452003100:					863.06
11/15/2019	20190796	U.S. Bank - CC	Playground course-Vanderhorst	101-45200-3300	175.00
Total 101452003300:					175.00
11/15/2019	111912	City of Waseca	October Utilities	101-45200-3800	436.30 M
Total 101452003800:					436.30
11/15/2019	20190755	Connors Plumbing & Heating Inc.	NEP plumbing repairs	101-45200-4000	487.00
11/15/2019	20190771	Lenz Lawn Care & Landscaping Inc.	NEP Irrigation Control Panel	101-45200-4000	500.00
11/15/2019	20190772	M & R Electric Inc.	DT electric pedestal	101-45200-4000	129.49
11/15/2019	20190784	Sanco Equipment LLC	Bobcat attachment	101-45200-4000	400.00
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	101-45200-4000	18.00
Total 101452004000:					1,534.49
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	101-45200-4040	22.47
Total 101452004040:					22.47
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	Monthly Janitorial	101-45500-3100	790.00
11/15/2019	20190800	Waste Management of Southern MN	Library service	101-45500-3100	325.96
Total 101455003100:					1,115.96
11/15/2019	111912	City of Waseca	October Utilities	101-45500-3800	896.26 M
Total 101455003800:					896.26
Total General Fund:					164,721.11

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
<b>Airport</b>					
11/15/2019	154336	Cintas Corporation	Floor mat service	230-49810-2170	3.84
Total 230498102170:					3.84
11/15/2019	20190793	Toltz King Duvall Anderson & Assoc Inc.	Airport Zoning Ordinance Update	230-49810-3000	2,562.00
Total 230498103000:					2,562.00
11/15/2019	20190800	Waste Management of Southern MN	Airport Garbage Service	230-49810-3100	32.76
Total 230498103100:					32.76
11/15/2019	154335	CenturyLink	Anti-Virus Protection	230-49810-3200	2.95
Total 230498103200:					2.95
11/15/2019	111912	City of Waseca	October Utilities	230-49810-3800	61.50 M
11/15/2019	154380	Xcel Energy	October Service	230-49810-3800	141.28
11/15/2019	154380	Xcel Energy	October Service	230-49810-3800	233.11
Total 230498103800:					435.89
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	230-49810-4000	64.55
Total 230498104000:					64.55
Total Airport:					3,101.99
<b>Economic Development-General f</b>					
11/15/2019	111901	Further	VEBA/HSA submittal Nov	261-46700-1310	256.59 M
Total 261467001310:					256.59
11/15/2019	154361	MN Life	November Life Insurance	261-46700-1330	4.13
Total 261467001330:					4.13
11/15/2019	20190796	U.S. Bank - CC	EDA Mass mailing	261-46700-3500	229.30
Total 261467003500:					229.30
Total Economic Development-General f:					490.02
<b>Police Reserve</b>					
11/15/2019	154332	Androli, Jeff	Reserve for highschool football games	275-49212-3100	45.00
11/15/2019	20190767	Jes, Shannon	Reserve - football games	275-49212-3100	142.50
11/15/2019	20190774	Miller, Ali	reserve - football games	275-49212-3100	97.50
11/15/2019	20190783	Rew, Scott	Police Reserve Security-Football games 9/01/16, 10/14/	275-49212-3100	90.00
11/15/2019	20190788	Stoltz, Jon	reserve football game	275-49212-3100	45.00
11/15/2019	20190790	Teachout, Jason	Police Reserve Security-Football game 10/25/16	275-49212-3100	97.50
Total 275492123100:					517.50
Total Police Reserve:					517.50

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>Police Special Revenue Fund</b>						
11/15/2019	20190796	U.S. Bank - CC	Food for promoting peace conference	278-46350-3000	1,376.00	
11/15/2019	20190796	U.S. Bank - CC	Snacks for promoting peace conference	278-46350-3000	25.75	
Total 278463503000:					1,401.75	
Total Police Special Revenue Fund:					1,401.75	
<b>Safe Haven Grant</b>						
11/15/2019	111901	Further	VEBA/HSA submittal Nov	279-46350-1310	323.60	M
Total 279463501310:					323.60	
11/15/2019	154361	MN Life	November Life Insurance	279-46350-1330	33.00	
Total 279463501330:					33.00	
11/15/2019	111913	Verizon Wireless	Monthly Billing	279-46350-3200	42.87	M
Total 279463503200:					42.87	
Total Safe Haven Grant:					399.47	
<b>Capital Improvement</b>						
11/15/2019	20190759	Flaherty & Hood PA	October Legal Services	430-43010-3000	3,661.25	
Total 430430103000:					3,661.25	
11/15/2019	154338	CJ Masonry	Sidewalk and driveway replacement	430-43010-5460	700.00	
Total 430430105460:					700.00	
11/15/2019	20190758	Dirt Merchant Inc	Payment for work done 4/27/19-10/25/19	430-43010-5560	12,621.71	
11/15/2019	20190758	Dirt Merchant Inc	Payment for work done 4/27/19-10/25/19	430-43010-5560	86,525.27	
Total 430430105560:					99,146.98	
11/15/2019	154347	Greener World Solutions LLC	Park Shop Roofing Project	430-43010-5781	58,777.78	
Total 430430105781:					58,777.78	
Total Capital Improvement:					162,286.01	
<b>HWY 14 Reconstruction</b>						
11/15/2019	154370	Stantec Consulting Services Inc	Elm Ave Engineering Services	436-43010-5560	150.00	
11/15/2019	154370	Stantec Consulting Services Inc	Kiesler Slope Stabilization	436-43010-5560	1,264.10	
Total 436430105560:					1,414.10	
Total HWY 14 Reconstruction:					1,414.10	
<b>Annexation &amp; Growth fund</b>						
11/15/2019	154368	Southwest MN Housing Partnership	Project planning	470-46800-3000	2,000.00	
11/15/2019	154368	Southwest MN Housing Partnership	Single Family Homeowner packets	470-46800-3000	220.20	
11/15/2019	154368	Southwest MN Housing Partnership	Preliminary Proposal	470-46800-3000	2,000.00	

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 470468003000:					4,220.20
11/15/2019	20190751	APG Media of So MN LLC	Housing Repair	470-46800-3100	235.10
Total 470468003100:					235.10
Total Annexation & Growth fund:					4,455.30
<b>Water</b>					
11/15/2019	154359	Miller, Juanita	refund of overbilled charges	601-37000-3801	170.77
Total 601370003801:					170.77
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	601-49401-3100	89.98
Total 601494013100:					89.98
11/15/2019	111912	City of Waseca	October Utilities	601-49401-3800	9,200.20 M
11/15/2019	154380	Xcel Energy	October Service	601-49401-3800	144.01
Total 601494013800:					9,344.21
11/15/2019	154349	Hawkins Inc	Well chlorine actuators testing	601-49401-4000	390.36
11/15/2019	20190787	Sportsmans Stop Inc.	Chlorine shut off testing	601-49401-4000	57.50
Total 601494014000:					447.86
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49430-1310	354.50 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49430-1310	1,762.18 M
Total 601494301310:					2,116.68
11/15/2019	154361	MN Life	November Life Insurance	601-49430-1330	16.50
11/15/2019	154361	MN Life	November Life Insurance	601-49430-1330	20.62
Total 601494301330:					37.12
11/15/2019	154378	Waseca County Highway Department	Monthly billing	601-49430-2120	441.59
Total 601494302120:					441.59
11/15/2019	20190756	Core & Main LP	backflow protection garden hose	601-49430-2170	216.60
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	601-49430-2170	41.49
Total 601494302170:					258.09
11/15/2019	20190756	Core & Main LP	repair sleeve	601-49430-2230	319.40
11/15/2019	154376	W W Blacktopping Inc.	Blacktop	601-49430-2230	500.00
Total 601494302230:					819.40
11/15/2019	20190750	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
11/15/2019	20190750	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
11/15/2019	154338	CJ Masonry	Sidewalk and driveway replacement	601-49430-3100	900.00
11/15/2019	20190760	Gopher State One-Call Inc	Location calls - October	601-49430-3100	60.75

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	154375	Utility Consultants Inc	Bacteria Test	601-49430-3100	180.00
Total 601494303100:					1,166.43
11/15/2019	111913	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
11/15/2019	20190766	James Brothers Construction Inc.	main break repair	601-49430-4000	2,253.10
Total 601494304000:					2,253.10
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49585-1310	107.77 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49585-1310	314.58 M
Total 601495851310:					422.35
11/15/2019	154361	MN Life	November Life Insurance	601-49585-1330	18.25
Total 601495851330:					18.25
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	601-49585-2000	15.95
11/15/2019	20190765	Innovative Office Supply	Office Supplies	601-49585-2000	15.49
Total 601495852000:					31.44
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	601-49585-3000	193.59
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	601-49585-3000	34.78
Total 601495853000:					228.37
11/15/2019	20190773	MAS Communications Inc.	Answering service - October	601-49585-3200	50.46
Total 601495853200:					50.46
11/15/2019	154371	Summit Account Resolution	Collection Fees	601-49585-4320	12.89
Total 601495854320:					12.89
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49586-1310	34.38 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	601-49586-1310	171.06 M
Total 601495861310:					205.44
11/15/2019	154361	MN Life	November Life Insurance	601-49586-1330	3.47
11/15/2019	154361	MN Life	November Life Insurance	601-49586-1330	1.98
11/15/2019	154361	MN Life	November Life Insurance	601-49586-1330	2.72
Total 601495861330:					8.17
11/15/2019	20190758	Dirt Merchant Inc	Payment for work done 4/27/19-10/25/19	601-49593-5300	7,624.28
11/15/2019	20190766	James Brothers Construction Inc.	Hydrant replacement 2st nw & 4th ave	601-49593-5300	4,303.80
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	601-49593-5300	14.99
11/15/2019	20190799	Waseca Sand & Gravel Inc.	2nd st & 4th ave nw Hydrant replacement	601-49593-5300	217.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495935300:					12,160.67
11/15/2019	154354	Keys Well Drilling Company	City Well Project	601-49593-5400	31,112.61
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	601-49593-5400	7.59
Total 601495935400:					31,120.20
Total Water:					61,443.48
<b>Sanitary Sewer</b>					
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49470-1310	647.73 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49470-1310	33.91 M
Total 602494701310:					681.64
11/15/2019	154361	MN Life	November Life Insurance	602-49470-1330	29.70
11/15/2019	154361	MN Life	November Life Insurance	602-49470-1330	1.65
Total 602494701330:					31.35
11/15/2019	20190760	Gopher State One-Call Inc	Location calls - October	602-49470-3100	60.75
11/15/2019	154363	Northern Sewer Equipment Co Inc	Sewer Camera Assembly	602-49470-3100	580.00
Total 602494703100:					640.75
11/15/2019	111913	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
11/15/2019	111913	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
Total 602494703200:					80.02
11/15/2019	111912	City of Waseca	October Utilities	602-49470-3800	1,655.06 M
Total 602494703800:					1,655.06
11/15/2019	154376	W W Blacktopping Inc.	Blacktop	602-49470-4000	563.18
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	602-49470-4000	8.77
Total 602494704000:					571.95
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	22.57
Total 602494704020:					22.57
11/15/2019	20190758	Dirt Merchant Inc	Payment for work done 4/27/19-10/25/19	602-49470-5300	2,943.53
Total 602494705300:					2,943.53
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49480-1310	265.88 M
Total 602494801310:					265.88
11/15/2019	154361	MN Life	November Life Insurance	602-49480-1330	61.88
Total 602494801330:					61.88

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	20190765	Innovative Office Supply	Office Supplies	602-49480-2000	363.00
Total 602494802000:					363.00
11/15/2019	154378	Waseca County Highway Department	Monthly billing	602-49480-2120	51.43
Total 602494802120:					51.43
11/15/2019	154342	Double A Custom Pumping Inc	Biosolids Application	602-49480-2150	11,514.49
Total 602494802150:					11,514.49
11/15/2019	20190796	U.S. Bank - CC	AED Pads	602-49480-2170	134.00
11/15/2019	20190796	U.S. Bank - CC	General Supplies	602-49480-2170	22.56
11/15/2019	20190796	U.S. Bank - CC	Oil for pumps	602-49480-2170	26.32
11/15/2019	20190796	U.S. Bank - CC	Lab supplies	602-49480-2170	11.70
11/15/2019	20190796	U.S. Bank - CC	Lab building	602-49480-2170	4.48
11/15/2019	154374	USA Blue Book	Lab Supplies	602-49480-2170	459.31
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	7.18
Total 602494802170:					665.55
11/15/2019	20190796	U.S. Bank - CC	Compressor fot thickener building process	602-49480-2210	49.88
11/15/2019	20190797	Waseca Glass Inc.	Exterior Door	602-49480-2210	51.20
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	602-49480-2210	111.14
Total 602494802210:					212.22
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	602-49480-2400	34.99
11/15/2019	154374	USA Blue Book	Tools For ERTS	602-49480-2400	121.59
Total 602494802400:					156.58
11/15/2019	154370	Stantec Consulting Services Inc	Engineering	602-49480-3000	2,857.25
Total 602494803000:					2,857.25
11/15/2019	154336	Cintas Corporation	Janitorial Supplies	602-49480-3100	19.28
11/15/2019	154343	FedEx	FedEx	602-49480-3100	20.85
11/15/2019	20190772	M & R Electric Inc.	Electrician`	602-49480-3100	243.13
11/15/2019	20190775	MN Valley Testing Labs Inc.	Permit Testing	602-49480-3100	424.00
11/15/2019	20190778	North Shore Analytical Inc.	Mercury Permit Testing	602-49480-3100	285.00
11/15/2019	20190778	North Shore Analytical Inc.	Mercury Permit Testing	602-49480-3100	285.00
11/15/2019	154366	Rice County Solid Waste Department	Hazardous waste	602-49480-3100	1,025.00
11/15/2019	20190785	ServiceMaster of Mankato/Waseca	Janitorial Services	602-49480-3100	350.00
11/15/2019	154369	Spee-Dee Delivery Service Inc.	Shipping	602-49480-3100	32.62
11/15/2019	154375	Utility Consultants Inc	Permit Testing	602-49480-3100	4,592.21
11/15/2019	20190797	Waseca Glass Inc.	Exterior Door	602-49480-3100	25.00
11/15/2019	20190800	Waste Management of Southern MN	Waste Mgmt	602-49480-3100	293.10
Total 602494803100:					7,595.19
11/15/2019	111913	Verizon Wireless	Monthly Billing	602-49480-3200	42.87 M
Total 602494803200:					42.87

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	20190796	U.S. Bank - CC	MPCA training-Sonnenberg	602-49480-3300	260.00
11/15/2019	20190796	U.S. Bank - CC	MPCA training-Rugger	602-49480-3300	240.00
Total 602494803300:					500.00
11/15/2019	111912	City of Waseca	October Utilities	602-49480-3800	652.72 M
Total 602494803800:					652.72
11/15/2019	20190765	Innovative Office Supply	Chairs	602-49480-4000	1,486.10
Total 602494804000:					1,486.10
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49585-1310	107.77 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49585-1310	314.58 M
Total 602495851310:					422.35
11/15/2019	154361	MN Life	November Life Insurance	602-49585-1330	18.25
Total 602495851330:					18.25
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	602-49585-2000	7.19
11/15/2019	20190765	Innovative Office Supply	Office Supplies	602-49585-2000	15.49
Total 602495852000:					22.68
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	602-49585-3000	193.59
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	602-49585-3000	34.78
Total 602495853000:					228.37
11/15/2019	20190773	MAS Communications Inc.	Answering service - October	602-49585-3200	50.47
Total 602495853200:					50.47
11/15/2019	154371	Summit Account Resolution	Collection Fees	602-49585-4320	24.72
Total 602495854320:					24.72
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49586-1310	34.38 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	602-49586-1310	171.06 M
Total 602495861310:					205.44
11/15/2019	154361	MN Life	November Life Insurance	602-49586-1330	3.47
11/15/2019	154361	MN Life	November Life Insurance	602-49586-1330	1.98
11/15/2019	154361	MN Life	November Life Insurance	602-49586-1330	2.72
Total 602495861330:					8.17
11/15/2019	154370	Stantec Consulting Services Inc	Micro Monitoring Project	602-49593-5300	29,066.21
Total 602495935300:					29,066.21
11/15/2019	20190795	Total Tool Supply Inc.	Sewer Push Camera	602-49593-5400	10,972.11

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602495935400:					10,972.11	
Total Sanitary Sewer:					74,070.80	
<b>Electric Utility</b>						
11/15/2019	111911	SMMPA	SMMPA Power	604-49550-3810	391,328.52	M
Total 604495503810:					391,328.52	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49570-1310	60.61	M
Total 604495701310:					60.61	
11/15/2019	154361	MN Life	November Life Insurance	604-49570-1330	2.11	
Total 604495701330:					2.11	
11/15/2019	154350	Huber Supply Co Inc	tank purchase	604-49570-2230	915.00	
Total 604495702230:					915.00	
11/15/2019	111912	City of Waseca	October Utilities	604-49570-3800	60.18	M
Total 604495703800:					60.18	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49571-1310	1,337.19	M
Total 604495711310:					1,337.19	
11/15/2019	154361	MN Life	November Life Insurance	604-49571-1330	46.60	
Total 604495711330:					46.60	
11/15/2019	154378	Waseca County Highway Department	Monthly billing	604-49571-2120	525.67	
Total 604495712120:					525.67	
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	40.90	
Total 604495712170:					40.90	
11/15/2019	20190796	U.S. Bank - CC	Ear plugs for Electric	604-49571-2190	99.98	
Total 604495712190:					99.98	
11/15/2019	20190759	Flaherty & Hood PA	October Legal Services	604-49571-3000	290.00	
Total 604495713000:					290.00	
11/15/2019	20190760	Gopher State One-Call Inc	Location calls - October	604-49571-3100	60.75	
Total 604495713100:					60.75	
11/15/2019	111913	Verizon Wireless	Monthly Billing	604-49571-3200	80.02	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 604495713200:					80.02	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49572-1310	134.48	M
Total 604495721310:					134.48	
11/15/2019	154361	MN Life	November Life Insurance	604-49572-1330	4.69	
Total 604495721330:					4.69	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49573-1310	242.44	M
Total 604495731310:					242.44	
11/15/2019	154361	MN Life	November Life Insurance	604-49573-1330	8.45	
Total 604495731330:					8.45	
11/15/2019	20190769	JT Services of MN	Supplies	604-49573-2230	470.23	
Total 604495732230:					470.23	
11/15/2019	20190799	Waseca Sand & Gravel Inc.	concrete	604-49573-3100	135.50	
Total 604495733100:					135.50	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49574-1310	68.19	M
Total 604495741310:					68.19	
11/15/2019	154361	MN Life	November Life Insurance	604-49574-1330	2.38	
Total 604495741330:					2.38	
11/15/2019	154350	Huber Supply Co Inc	Nitrogen	604-49574-2170	90.00	
Total 604495742170:					90.00	
11/15/2019	154380	Xcel Energy	October service	604-49574-3800	479.71	
Total 604495743800:					479.71	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49584-1310	51.13	M
Total 604495841310:					51.13	
11/15/2019	154361	MN Life	November Life Insurance	604-49584-1330	1.77	
Total 604495841330:					1.77	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49585-1310	87.24	M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49585-1310	316.56	M
Total 604495851310:					403.80	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/15/2019	154361	MN Life	November Life Insurance	604-49585-1330	18.36
Total 604495851330:					18.36
11/15/2019	20190765	Innovative Office Supply	Office Supplies and 2020 Calendars	604-49585-2000	7.18
11/15/2019	20190765	Innovative Office Supply	Office Supplies	604-49585-2000	15.49
Total 604495852000:					22.67
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	604-49585-3000	193.59
11/15/2019	154358	Metro Sales Inc.	Maintenance agreement	604-49585-3000	34.78
Total 604495853000:					228.37
11/15/2019	20190773	MAS Communications Inc.	Answering service - October	604-49585-3200	50.46
Total 604495853200:					50.46
11/15/2019	154371	Summit Account Resolution	Collection Fees	604-49585-4320	69.86
Total 604495854320:					69.86
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49586-1310	65.90 M
11/15/2019	111901	Further	VEBA/HSA submittal Nov	604-49586-1310	171.06 M
Total 604495861310:					236.96
11/15/2019	154361	MN Life	November Life Insurance	604-49586-1330	2.81
11/15/2019	154361	MN Life	November Life Insurance	604-49586-1330	3.80
11/15/2019	154361	MN Life	November Life Insurance	604-49586-1330	2.81
Total 604495861330:					9.42
11/15/2019	20190796	U.S. Bank - CC	Electric car charging	604-49586-2170	10.00
Total 604495862170:					10.00
11/15/2019	20190782	Restoration Services Inc	City Hall Brick Repairs	604-49593-5200	7,965.00
Total 604495935200:					7,965.00
11/15/2019	20190749	ABM Equipment & Supply Inc.	2019 bucket truck vin7007	604-49593-5400	102,035.00
11/15/2019	154379	Waseca County License Bureau	bucket truck	604-49593-5400	4,141.80
Total 604495935400:					106,176.80
Total Electric Utility:					511,728.20
<b>Storm Water Utility</b>					
11/15/2019	111901	Further	VEBA/HSA submittal Nov	651-43140-1310	215.91 M
Total 651431401310:					215.91
11/15/2019	154361	MN Life	November Life Insurance	651-43140-1330	9.90

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 651431401330:					9.90	
11/15/2019	111912	City of Waseca	October Utilities	651-43140-3800	112.58	M
Total 651431403800:					112.58	
11/15/2019	154348	H & H Excavating Inc.	Alum Pond Maintenance	651-43140-4000	34,740.00	
Total 651431404000:					34,740.00	
11/15/2019	111901	Further	VEBA/HSA submittal Nov	651-49585-1310	49.78	M
Total 651495851310:					49.78	
11/15/2019	154361	MN Life	November Life Insurance	651-49585-1330	2.89	
Total 651495851330:					2.89	
Total Storm Water Utility:					35,131.06	
<b>Central Garage Services</b>						
11/15/2019	111901	Further	VEBA/HSA submittal Nov	701-43180-1310	576.37	M
Total 701431801310:					576.37	
11/15/2019	154361	MN Life	November Life Insurance	701-43180-1330	28.05	
Total 701431801330:					28.05	
11/15/2019	20190796	U.S. Bank - CC	Ink for printer	701-43180-2000	100.97	
Total 701431802000:					100.97	
11/15/2019	154378	Waseca County Highway Department	Monthly billing	701-43180-2120	165.81	
Total 701431802120:					165.81	
11/15/2019	154350	Huber Supply Co Inc	shop tanks	701-43180-2170	22.19	
11/15/2019	20190764	IFACS	shop supplies	701-43180-2170	35.32	
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	701-43180-2170	38.54	
11/15/2019	20190786	Share Corporation	shop supplies	701-43180-2170	235.19	
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	4.99	
Total 701431802170:					336.23	
11/15/2019	154331	Accessory Pro Warehouse	floor mats #53	701-43180-2210	86.00	
11/15/2019	154333	Bock's Service Inc.	#20 tow	701-43180-2210	100.00	
11/15/2019	154341	D & M Body Shop Inc.	plowing damage	701-43180-2210	1,370.15	
11/15/2019	20190763	Harrison Truck Centers	inventory	701-43180-2210	666.68	
11/15/2019	20190763	Harrison Truck Centers	brake air hose	701-43180-2210	22.79	
11/15/2019	154356	MacQueen Equipment Inc.	sprayer system repair	701-43180-2210	540.48	
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	701-43180-2210	781.77	
11/15/2019	154372	The Shop	#20 trany computer	701-43180-2210	1,724.07	
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	701-43180-2210	9.37	
11/15/2019	20190802	Zarnoth Brush Works Inc.	park bobcat broom	701-43180-2210	550.00	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431802210:					5,851.31
11/15/2019	20190777	Napa Auto Parts	Parts and supplies	701-43180-2400	522.29
11/15/2019	20190798	Waseca Hardware LLC	Parts & Supplies	701-43180-2400	48.49
Total 701431802400:					570.78
11/15/2019	20190796	U.S. Bank - CC	Monthly diagnostic program fee	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					7,778.52
Grand Totals:					1,028,939.31

## Report Criteria:

Report type: GL detail

[Report].Amount = {&lt;&gt;} 0

<b>Title:</b>	2020 LICENSE RENEWALS		
<b>Meeting Date:</b>	November 19, 2019	<b>Agenda Item Number:</b>	<b>6C</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	List of 2020 Licensees
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve 2020 License Renewals as presented, pending Staff receiving Cert. of Liability Insurance and payments.		

**BACKGROUND:** Attached is a list of the Liquor, Tobacco, and Garbage License renewals for 2020. Applicants are required to submit completed application, appropriate fee and a Certificate of Insurance for liquor liability coverage.

There are no changes to any licenses for 2020:

It should be noted the City may issue up to ten (10) On Sale liquor licenses and ten (10) Off Sale licenses. There City has not reached that number of licenses and has the ability to grant more if applied for.

The Police Department conducted background checks on each of the license applicants. The results of the records check did not reveal any criminal convictions, arrest data and/or suspicious activity that would be of interest pertaining to the liquor license renewals.

**RECOMMENDATION:** Motion to approve the license renewals as listed pending Certificates of Liability Insurance and payments received by Staff.

**2020 Liquor Licensees**

<b><u>Establishment</u></b>	<b><u>License Type</u></b>
American Legion	Club On Sale/Sunday
VFW Post 1642	Club On Sale
The Boathouse	On Sale Sunday On Sale
Box Car Bar	On Sale/Off Sale/ Sunday
El Tequila Restaurant	On Sale Sunday On Sale
Barden's Bar	On Sale Off Sale Sunday On Sale
Mis Tres Flores	On Sale
Katie O'Leary's	On Sale Off Sale Sunday On Sale
The Warehouse & Club 57	On Sale Off Sale Sunday On Sale
Starfire Event Center	On Sale Sunday On Sale
Cashwise Wine & Spirits	Off Sale
Wal-Mart Stores	Off Sale
Ward House Brewery	Brewer/Tap Room
Yellow Mushroom	On Sale Wine/Sunday
Trio Coffee, Wine & Ale	On Sale, Sunday On Sale
The Mill	On Sale/Sunday Off Sale/Sunday
Oscars & El Molino	On Sale/Sunday
Tasty House	Club On Sale

### **2020 Tobacco Licensees**

Casey's General Stores (North and South)  
Kwik Trip (West and North)  
Walmart  
Cashwise & Cashwise Wine & Spirits  
Sportsman Stop  
By The Way

### **2020 Garbage Hauler Licensees**

Stewart Sanitation  
Hometown Haulers  
LJP  
Waste Management

<b>Title:</b>	SET 2020 CITY COUNCIL MEETING DATES		
<b>Meeting Date:</b>	NOVEMBER 19, 2019	<b>Agenda Item Number:</b>	<b>6D</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	List of meeting dates 2020 Calendar
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve 2020 City Council meeting dates.		

**BACKGROUND:** The City Council annually sets the meeting dates for the upcoming year, for planning and scheduling purposes.

Attached is a list of dates for the 2020 regular City Council meetings. Any foreseen conflicts are noted as follows:

- Elections: Tuesday, March 3, August 4, November 3

Last year the Council agreed to schedule the meetings on Wednesdays when there was a conflict.

The Council can reschedule other meetings as needed throughout the year as long as public meeting notice requirements are met.

**RECOMMENDATION:** Staff recommends a motion to approve the 2020 City Council meeting dates as presented, with alternative dates for All Elections Dates.

**WASECA CITY  
COUNCIL 2020  
MEETING DATES**

JANUARY

Tuesday, January 7  
Tuesday, January 21

FEBRUARY

Tuesday, February 4  
Tuesday, February 18

MARCH

**Wednesday**, March 4  
Tuesday, March 17

APRIL

Tuesday, April 7  
Tuesday, April 21

MAY

Tuesday, May 5  
Tuesday, May 19

JUNE

Tuesday, June 2  
Tuesday, June 16

JULY

Tuesday, July 7  
Tuesday, July 21

AUGUST

**Wednesday**, August 5  
Tuesday, August 18

SEPTEMBER

Tuesday, September 1  
Tuesday, September 15

OCTOBER

Tuesday, October 6  
Tuesday, October 20

NOVEMBER

**Wednesday**, November 4  
Tuesday, November 17

DECEMBER

Tuesday, December 1  
Tuesday, December 15

<b>Title:</b>	DESIGNATE CITY NEWSPAPER FOR 2020		
<b>Meeting Date:</b>	NOVEMBER 19, 2019	<b>Agenda Item Number:</b>	<b>6E</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to designate Waseca County News as the official City Newspaper for 2020.		

**BACKGROUND:** Section 12.01 of the Waseca City Charter requires the Council to annually designate the official City newspaper for legal publications.

Waseca County News is the only publication eligible according to MN Statutes 331A.02 to be designated as the official City newspaper.

**RECOMMENDATION:** Staff recommends a motion to designate Waseca County News as the official City Newspaper for 2020.

<b>Title:</b>	Master Small Cell Collocation Agreement		
<b>Meeting Date:</b>	November 19, 2019	<b>Agenda Item Number:</b>	<b>6F</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Collocation Agreement
<b>Originating Department:</b>	Utilities and Public Works	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> City Council authorizes City Manager to execute a master small cell collocation agreement with Verizon.		
<b>How does this item pertain to Vision 2030 goals?</b>	Enhance a vibrant and dynamic community by improving small wireless communication and data transmission capabilities in an orderly manner.		

**BACKGROUND:** The City Council has approved small wireless Ordinance 1070, aesthetics policy and a small wireless agreement policy. The master collocation agreement implements these policies and ordinance with Verizon.

**BUDGET IMPACT:** None.

**POLICY QUESTION:** This proposed master collocation agreement and existing Council policies will be in compliance with State unfunded mandates according to the office of Attorney Robert Scott.

**ALTERNATIVES CONSIDERED:** The City will be in compliance with State unfunded mandates regarding small wireless development.

**RECOMMENDATION:** City Council authorizes City Manager to execute a master small cell collocation agreement with Verizon.

**TEMPLATE MASTER COLLOCATION  
AGREEMENT SMALL WIRELESS FACILITY**

This Master Collocation Agreement (the "**Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Waseca, a municipal corporation under the laws of the State of Minnesota, with its principal offices located at 508 South State Street, Waseca, Minnesota 56093, (hereinafter referred to as "**CITY**"), and Alltel Corporation d/b/a Verizon Wireless, a corporation organized under the laws of the state of Delaware, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, (hereinafter referred to as "**PERMITTEE**"). CITY and PERMITTEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**RECITALS**

WHEREAS, CITY has made significant investments of time and money in the acquisition and maintenance of the public rights-of-way and such investment has enhanced the utility and value of the public rights-of-way; and

WHEREAS, CITY is the owner of certain facilities, including utility and light poles, which are located within CITY's public rights-of-way in the geographic area of a license held by PERMITTEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

WHEREAS, the CITY's public ways within the City are used by and useful to private enterprises engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

WHEREAS, CITY finds that beneficial competition between providers of communications services can be furthered by the City's provision of grants of location and rights to use the CITY's public rights-of-way on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, PERMITTEE desires to install, maintain and operate wireless communications antenna facility equipment in the form of fiber optic cables, small cell wireless antennas, brackets, devices, conduits and other related equipment (collectively, the "**Small Wireless Facility**") on certain of CITY's light poles and/or utility poles (collectively, the "**Poles**") within CITY's public rights-of-way; and

WHEREAS, CITY and PERMITTEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular CITY-owned sites at which CITY may wish to permit PERMITTEE to install, maintain, and operate communications equipment; and

WHEREAS, CITY and PERMITTEE acknowledge that they will determine each particular location or site on which the CITY agrees to allow PERMITTEE to install, maintain, and operate its Small Wireless Facilities; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of PERMITTEE in different geographic areas, and PERMITTEE's affiliated entities may be authorized by PERMITTEE to act on its behalf under this Agreement as further described herein, as appropriate based upon the entity holding the FCC License in the subject geographic location, in the case of PERMITTEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. LICENSE. During the term of this Agreement, and subject to all of the terms and conditions herein, PERMITTEE is authorized, on a non-exclusive basis, to locate its Small Wireless Facilities upon certain of CITY's Poles, as approved by CITY, for the sole purpose of providing telecommunications services in the City to PERMITTEE's customers. PERMITTEE shall additionally be authorized, on a non-exclusive basis, to access the Poles to and from CITY's public rights-of-way within which the Poles are located for the purpose of installation, operation, and maintenance of PERMITTEE's Small Wireless Facility. The space approved by and licensed by CITY to PERMITTEE on the Poles, together with CITY's public rights-of-way within which the Poles are located, is hereinafter collectively referred to as the "**Premises.**" The Premises may include, without limitation, (a) certain space on the ground, but only if owned by CITY, (b) space on the Poles sufficient for the installation, operation, and maintenance of PERMITTEE's Small Wireless Facilities as approved by CITY (the "**Antenna Space**"), and (c) such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "**Individual Pole Cabling Space**") to all necessary electrical and telephone utility, cable, and fiber sources located within the Poles. No pedestrian level light poles are to be used. Cabling between poles shall not be allowed. Attachment of Small Wireless Facilities on poles not owned by CITY is beyond the scope of this Agreement.

a. Small Wireless Facility Installation Locations. For each proposed installation of a Small Wireless Facility, PERMITTEE shall submit to CITY documentation satisfactory to CITY showing (i) the proposed Pole location, (ii) proposed space on the Pole where PERMITTEE's Small Wireless Facility will be located, (iii) a complete listing of all Small Wireless Facility associated equipment to be installed on the Pole and/or in the Premises, (iv) engineering design, shop drawings, plans and specifications for the installation of such Small Wireless Facility and associated equipment, including, without limitation, pole attachments, conduits and any buried facilities, (v) pre-approval of proposed point of service electrical connection to the Premises from the electric utility provider, (vi) and an engineering study showing the suitability of the Small Wireless Facility for installation on the Pole and the capability of the Pole to house such Small Wireless Facility, in its existing condition, all in compliance with CITY's policies and requirements, for CITY's review and approval. The CITY may additionally require PERMITTEE to provide such other information, consistent with Minnesota Statutes, Section 237.162-.163, deemed reasonably necessary by the CITY for the efficient administration of the public right-of-way, including plans for construction and major maintenance that provide reasonable notice to the CITY of projects that the PERMITTEE expects to undertake that may require excavation and obstruction of public rights-of-way. CITY may approve or disapprove of the location and installation of any Small Wireless Facility on any proposed Pole location based on

factors acceptable to the FCC which may include, but are not limited to potential interference with other communications facilities and services, the public safety and other critical public services. Upon CITY's approval of any specific Pole location, which must be indicated in writing, the Parties agree to execute a Master Collocation Agreement Supplement in the form attached as **Exhibit A** (the "**Supplement**"), which shall include as an Exhibit 1 complete plans and specifications for the installation of a Small Wireless Facility on the Pole and in the Premises, including all Small Wireless Facility associated equipment to be located in the Antenna Space and Individual Pole Cabling Space.

b. Compliance with Right-of-Way Ordinance. PERMITTEE shall comply in all respects with CITY's right-of-way ordinance (City of Waseca Code of Ordinances, Chapter 94), except as that ordinance conflicts with the terms of this Agreement, in which case the terms of this Agreement shall control, and shall secure all required right-of-way permits, excavation permits or other required authorizations prior to commencing any work authorized by this Agreement or under any Supplement.

c. Restoration of Work Areas. Upon the completion of each task or phase of work to be performed by PERMITTEE under this Agreement, PERMITTEE shall promptly restore all work site areas to a condition in accordance with right-of-way construction standards as specified by the City Engineer, and PERMITTEE pole and pole attachment construction standards as specified by the Utilities Director, ordinary wear and tear not caused by PERMITTEE or the Small Wireless Facility excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

d. Modification of Small Wireless Facilities. Subject to the terms of this Agreement and in compliance with applicable law, CITY's policies and requirements and this Agreement, and as long as the modified installation meets the definition of a Small Wireless Facility, PERMITTEE shall be authorized, without any increase in permit fees, to replace, repair, add (without increasing the burden on the Pole(s)) or otherwise modify its Small Wireless Facility, and the frequencies over which the Small Wireless Facility operates, during the Term or Renewal Term. If PERMITTEE proposes to install a different Small Wireless Facility, PERMITTEE shall provide documentation of such proposal to CITY as reasonably required by CITY consistent with Section 1.a above, and CITY may approve or disapprove the deviation pursuant to the factors enumerated under Section 1.a above. Such approval shall not be unreasonably conditioned, withheld, or delayed.

2. CONDITION OF POLES. CITY shall grant PERMITTEE access to the Premises for PERMITTEE's installation, maintenance and operation of its Small Wireless Facility. The Parties acknowledge and agree that the Poles are provided on an AS IS basis and without warranty or representation relating to their condition, design, warranty, or suitability for specific use. CITY will provide access to the Poles to facilitate PERMITTEE's investigation of the Poles to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on thereon or on the Premises. Provided, however, that PERMITTEE shall not be responsible for addressing environmental conditions that do not result from PERMITTEE's location of its Small Wireless Facility on the Pole.

3. TERM OF AGREEMENT AND SUPPLEMENTS; TERMINATION.

a. This Agreement shall be for a term of ten (10) years, commencing upon the execution hereof by both Parties (the “**Term**”). Upon written application to CITY delivered no later than one year from the end date of the Term, PERMITTEE may automatically extend this Agreement for one (1) successive ten-year term (a “**Renewal Term**”), with the Renewal Term commencing upon the expiration of the Initial Term. Assuming PERMITTEE has met all conditions of this Agreement; CITY may agree to extend this Agreement to the Renewal Term subject to the negotiation of market based, competitively neutral, mutually acceptable terms and conditions.

b. Each Supplement shall be effective as of the date of execution by both Parties (the “**Effective Date**”) , provided, however, the term of each Supplement shall commence on the first day of the month following the day that PERMITTEE commences installation of its equipment on the Premises (the “**Commencement Date**”). Commencement of installation of the equipment on the Premises shall occur within 180 days of the Effective Date. CITY may terminate a Supplement for public health, welfare or safety reasons with thirty (30) days’ written notice to PERMITTEE.

4. FEES.

a. In order to compensate CITY for PERMITTEE’s entry upon and deployment of Small Wireless Facilities within CITY’s public rights-of-way, PERMITTEE shall pay to CITY a one-time master permit fee not to exceed \$500 for an application to collocate on existing structures for up to five facilities and \$100 for each additional facility beyond five (the “**Master Permit Fee**”). The Master Permit Fee includes CITY’s engineering fees, which are the actual costs of the initial engineering and preparatory construction work associated with PERMITTEE’s collocation. The Master Permit Fee shall be paid at the time of application for the Supplement.

b. Additionally, for each Supplement, PERMITTEE shall pay to CITY a location fee of One Hundred and Seventy-Five Dollars (\$175.00) per Small Wireless Facility per year (the “**Location Fees**”). The Location Fees include rent to occupy the space on a Wireless Support Structure, the CITY’s maintenance fees for the space occupied by the Wireless Support Structure, and all other right-of-way management costs. The Location Fees shall be paid annually on the Commencement Date and on each anniversary of the Commencement Date, in advance, to the payee designated by CITY in the Supplement. CITY and PERMITTEE acknowledge and agree that the first billing under Section 6 and the first payment of Location Fees for each Supplement may not actually be provided until ninety (90) days after the Commencement Date.

5. DOCUMENTATION. The Parties shall mutually cooperate to provide documentation reasonably required to perform under the terms of the Agreement, including confirmation of CITY’s title or legal interest in the Poles, supporting documentation for a Supplement, Internal Revenue Service Form W-9, or equivalent, applicable state or local withholding forms, bank routing information for purposes of electronic funds transfer, and other

documentation reasonably requested to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect.

6. ELECTRICAL. PERMITTEE shall be responsible for securing electrical service to the Premises at PERMITTEE'S expense. As the City determines with each Supplemental Form agreement, PERMITTEE may be required to create an account with the electric utility provider to the Premises for all metered point-of-service to the Premises, and shall pay all electric utility costs for service to PERMITTEE's Small Wireless Facilities and associated equipment directly to the electric utility provider. PERMITTEE must operate its Small Wireless Facilities in full compliance with the rules, regulations, and policies adopted by the CITY, and conform to the national, state, and local electric and safety codes, and will be responsible for the costs of such conformance.

7. USE; GOVERNMENTAL APPROVALS. PERMITTEE shall use the Premises for the purpose of installing, maintaining, repairing, modifying, and operating its Small Wireless Facility on the Premises for the sole purpose of providing telecommunications services in the City to PERMITTEE's customers, and uses incidental thereto. It is understood and agreed that PERMITTEE's ability to use the Premises is contingent upon PERMITTEE obtaining, in conjunction with the approval of CITY in Section 1, all of the certificates, permits, and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State, or Local authorities, as well as a satisfactory Pole structural analysis that will permit PERMITTEE use of the Premises as set forth above. CITY shall not unreasonably object to PERMITTEE's efforts to obtain the Governmental Approvals.

PERMITTEE shall have the right to withdraw its request for CITY approval of a proposed Premises under Section 1 and, subject to Section 13, terminate a Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to PERMITTEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) PERMITTEE determines that the Governmental Approvals may not be obtained in a timely manner; (iv) PERMITTEE determines that the Premises is no longer technically compatible for its use; or (v) PERMITTEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of PERMITTEE's exercise of its right to terminate shall be given to CITY in accordance with the notice provisions set forth in Section 17 and shall be effective upon the mailing of that notice by PERMITTEE, or upon such later date as designated by PERMITTEE. All permit fees paid through the termination date shall be retained by CITY. Upon such termination, the applicable Supplement(s) shall be of no further force or effect and neither Party shall have any further obligations, including payment of permit fees, for the terminated Supplement.

In the event that PERMITTEE shall terminate the applicable Supplement under this Section 7, all Location Fees paid and costs paid to said termination date shall be retained by CITY. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the PERMITTEE shall have no further obligations for the payment of Location Fees to CITY for the terminated Supplement.

8. LIABILITY.

a. Risk of Loss or Damage. PERMITTEE acknowledges and agrees that PERMITTEE bears all risk of loss or damage of its Small Wireless Facility installed in the Premises pursuant to this Agreement from any cause, and CITY shall not be liable for any cost of repair to damaged Small Wireless Facilities, including, without limitation, damage caused by CITY's removal of the Small Wireless Facility, except to the extent that such loss or damage was caused by the negligence or willful misconduct of CITY, including without limitation, each of its boards, commissions, departments, officers, agents, employees and contractors.

b. Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of CITY shall be personally liable to PERMITTEE, its successors and assigns, in the event of any default or breach by CITY or for any amount which may become due to LISCENSEE, its successors and assigns, or for any obligation of CITY under this Agreement.

c. No Liability for Damage, Death or Bodily Injury. Neither CITY nor any of its boards, commissions, departments, officers, agents or employees shall be liable for any damage to the property of PERMITTEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the Small Wireless Facilities or activities authorized by this Agreement, the condition of any CITY property subject to this Agreement or PERMITTEE's use of any CITY property, except as otherwise provided herein.

d. Waiver of Claims regarding Fitness of Poles. PERMITTEE acknowledges that CITY has made no warranties or representations regarding the fitness, availability or suitability of any Poles for the installation of PERMITTEE's Small Wireless Facility, or for any other activities permitted under this Agreement, and that except as expressly provided herein, any performance of work or costs incurred by PERMITTEE or provision of services contemplated under this Agreement by PERMITTEE to PERMITTEE's customers is at PERMITTEE's sole risk. PERMITTEE, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, CITY and its agents, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Poles, other City property affected by this Agreement, or any law or regulation applicable thereto.

e. Waiver of All Claims. PERMITTEE acknowledges that this Agreement is terminable by CITY under certain limited circumstances as provided herein, and in view of such fact PERMITTEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and PERMITTEE expressly assumes the risk of selling its services to its customers, which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of PERMITTEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, PERMITTEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue CITY, its departments, boards, commissions,

officers, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein. Notwithstanding anything to the contrary herein contained, PERMITTEE does not intend to waive, and hereby specifically reserves, all rights at law or in equity to contest any termination by CITY.

f. Non-waiver of Statutory Limitations on Liability. Nothing in this Agreement waives the rights or limits provided to the CITY in Minnesota Statutes, Chapter 466, and it is intended in this Agreement that the CITY shall retain the maximum benefits and rights accorded a “municipality” as that term is defined in Chapter 466.

g. Consequential Damages. In no event will a party hereto ever be liable to the other for either or both consequential or special damages, and each party hereto expressly hereby waives any and all rights that it has, had or may ever have to the same.

## 9. INSURANCE.

a. PERMITTEE shall procure and maintain, at its cost and expense, sufficient insurance to cover any losses or damages it may incur with respect to the matters covered by this Agreement, including, without limitation, (i) statutory Workers’ Compensation and Employer’s Liability with a limit of \$1,000,000 each accident/disease/policy limit; (ii) commercial general liability insurance with limits of \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property, including contractual liability, personal and advertising injury, independent contractors and products completed operations coverages; (iii) commercial automobile liability insurance with limits of \$1,000,000 Combined Single Limit each accident for bodily injury and property damage.

b. PERMITTEE will include the CITY as an additional insured as their interest on its commercial general liability and commercial automobile liability policies as its interest may appear under this Agreement. PERMITTEE shall deliver to CITY, certificates of all insurance required in a form reasonably satisfactory to CITY, signed by an authorized representative of the insurance company(ies). Upon receipt of notice from its insurer(s) PERMITTEE shall provide the CITY with thirty (30) days’ prior written notice of cancellation of any required coverage.

c. To the extent allowed by law, PERMITTEE and CITY hereby waive and releases any and all rights of action for negligence against the OTHER PARTY, its officers, directors and employees which may hereafter arise on account of damage to the EITHER PARTY’s Property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by PERMITTEE and CITY. This waiver and release shall

apply between the Parties and shall also apply to any claims asserted as a right of subrogation. All such policies of insurance obtained by PERMITTEE and CITY concerning Property shall waive the insurer's right of subrogation against the other PARTY.

10. SECURITY. NOTE: (Based on legal determination of the Federal Communication Commission (FCC) ruling, if the City is able to and determines to require a Security, such a fee shall be established by the City Council.) Prior to performing any work necessary under this Agreement, PERMITTEE will deliver to CITY a valid performance bond or letter of credit in the sum of Five Thousand dollars (\$5,000), issued by a surety company reasonably acceptable to CITY in the form attached hereto as **Exhibit B**. PERMITTEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by CITY to remove Small Wireless Facilities and unpaid permit fees. PERMITTEE shall keep such surety bond, at its expense, in full force and effect until the ninetieth (90th) day after the expiration date of the Term or Renewal Term or other termination hereof, to insure the faithful performance by PERMITTEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to CITY of cancellation or material change thereof. In the event of any non-extension of the bond, PERMITTEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if PERMITTEE fails to do so, CITY shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to PERMITTEE upon replacement of the bond or deposit of cash security in the full amount required. CITY shall resort first to PERMITTEE's bond or letter of credit in lieu of any other remedies in the event of PERMITTEE's failure to pay any fees, to the extent such failure to pay can be fully covered by the bond or letter of credit.

11. INDEMNIFICATION. PERMITTEE shall indemnify, protect, save, defend, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, to the extent caused by PERMITTEE's use of the Premises or PERMITTEE's breach of this Agreement. PERMITTEE shall defend CITY against the foregoing, or litigation in connection with the foregoing, at PERMITTEE's expense, with counsel reasonably acceptable to CITY. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. CITY will provide PERMITTEE with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of CITY to provide any such notice, or to provide it promptly, shall not relieve PERMITTEE from its indemnification obligations in respect of such claim, except to the extent PERMITTEE can establish actual prejudice and direct damages as a result thereof. CITY will cooperate with PERMITTEE in connection with PERMITTEE's defense of such claim. PERMITTEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of CITY and without an unconditional release of all claims by each claimant or plaintiff in favor of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

12. INTERFERENCE.

a. PERMITTEE agrees that PERMITTEE's use of PERMITTEE's Small Wireless Facilities will not cause radio frequency interference in excess of FCC standards to any communication facilities, including any public safety communications facilities, located on or near the Wireless Support Structure, provided such systems are lawfully installed and properly operated.

b. If there are any current communications facilities that are located on or near a Wireless Support Structure prior to (i) PERMITTEE's attachment of its equipment to a Wireless Support Structure or (ii) PERMITTEE's modification of or additions to its equipment attached to a Wireless Support Structure, and at the CITY's request, PERMITTEE shall at its cost obtain a radio frequency interference study carried out by a professional radio frequency engineer showing that PERMITTEE's equipment and PERMITTEE's intended use will not interfere in excess of FCC standards with such existing use(s).

c. PERMITTEE shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by CITY, such approval shall not to be unreasonably withheld, conditioned or delayed.

d. PERMITTEE agrees to install equipment of the type and frequency which will not cause harmful interference that is measurable in accordance with then existing industry standards to any equipment of CITY or other users of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties.

e. In the event any Small Wireless Facility or associated equipment installed by PERMITTEE causes such interference, and after CITY has notified PERMITTEE of such interference by telephone call to PERMITTEE's Network Monitoring Center at (800) 624-6620, PERMITTEE, at its cost, will take all commercially reasonable steps necessary to remedy the interference, including but not limited to, at PERMITTEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, CITY shall have the right to require PERMITTEE to reduce power, and/or cease operations until such time PERMITTEE can make repairs to the interfering equipment.

f. In no event will CITY be entitled to terminate a Supplement or relocate the equipment as long as PERMITTEE is making a good faith effort to remedy the interference issue, provided however that PERMITTEE must remedy the interference issue identified no more than 30 days following notice thereof to bring PERMITTEE's equipment within FCC standards. In the event the interference is not remedied within 30 days following notice thereof, CITY may consider the interference to be a nuisance and may take appropriate action to abate such nuisance.

g. CITY agrees that CITY and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such new equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of PERMITTEE.

h. If PERMITTEE determines, in its reasonable discretion, that any equipment installed by CITY subsequent to the installation of PERMITTEE's Small Wireless Facility is causing interference, CITY shall, upon written communication from PERMITTEE to CITY, take all reasonable steps necessary to correct and eliminate the interference.

i. If PERMITTEE determines, in its reasonable discretion, that any equipment permitted by CITY and installed by any user other than CITY subsequent to the installation of PERMITTEE's Small Wireless Facility is causing interference, CITY shall, upon written communication from PERMITTEE to CITY, take reasonable steps to notify other users of the Property of the interference, and coordinate elimination of interference among the PERMITTEE and other users of the Property.

j. If the interference caused by equipment installed subsequent to PERMITTEE's Small Wireless Facility by either CITY or another user continues for a period in excess of 48 hours following the notification, CITY shall, or shall require any other user to, reduce power and/or cease operations until such time as CITY, or the other user, can make repairs to the interfering equipment.

k. CITY does not guarantee to PERMITTEE non-interference to the operation of PERMITTEE's Small Wireless Facility by equipment operated by CITY or other current users on the Property at the time PERMITTEE installs its Small Wireless Facility.

l. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. PERMITTEE shall, within ninety (90) days after expiration or earlier termination of the term of a Supplement, remove its Small Wireless Facility and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by PERMITTEE excepted. If PERMITTEE fails to complete this removal work within such time, then CITY, upon written notice to PERMITTEE shall have the right at the CITY's sole election, but not obligation, to perform this removal work and charge PERMITTEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. PERMITTEE shall pay to the City the reasonable costs and expenses incurred by CITY in performing any removal work and any storage of PERMITTEE's property after removal (including any portion of the Small Wireless Facility) within sixty (60) business days of the date of a written demand for this payment from CITY. CITY may, in its discretion, obtain reimbursement for the above by making a claim under PERMITTEE's performance bond. After the City receives the reimbursement payment from PERMITTEE for the removal work performed by the CITY, CITY shall promptly return to PERMITTEE the property belonging to PERMITTEE and removed by CITY pursuant to this section at no liability to CITY. If CITY does not receive the reimbursement payment from PERMITTEE within such thirty (30) business days, or if CITY does not elect to remove such items at CITY's cost after PERMITTEE's failure to so remove prior to such ninety (90) days subsequent to the expiration or earlier termination of a Supplement, any items of PERMITTEE's property, including without limitation the Small Wireless Facility, remaining on or about the Premises or stored by CITY after CITY's removal thereof may, at CITY's option, be

deemed abandoned, in which case CITY may dispose of such property in any manner allowed by law. Alternatively, CITY may elect to take title to abandoned property, provided that PERMITTEE shall submit to CITY an instrument satisfactory to CITY transferring to CITY the ownership of such property. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

14. ASSIGNMENT. This Agreement and each Supplement may be sold, assigned or transferred by the PERMITTEE without any approval or consent of the CITY, to the PERMITTEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of PERMITTEE's assets in the market defined by the FCC in which the Poles is located by reason of a merger, acquisition or other business reorganization (“**PERMITTEE Affiliate**”). As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the CITY, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of PERMITTEE or transfer upon partnership or corporate dissolution of PERMITTEE shall constitute an assignment hereunder. No consent is required for any assignment to, or sublicensing by, a PERMITTEE Affiliate.

15. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

CITY:	Attn: City Manager 508 South State Street Waseca, MN 56093
PERMITTEE:	Alltel Corporation d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. NO PROPERTY INTEREST CREATED. Neither PERMITTEE's use of the Premises, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in PERMITTEE a real property interest in any portion of CITY's public rights-of-way or any other CITY property, including but not limited to, any fee or leasehold interest in any land, or easement. PERMITTEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that

PERMITTEE, its successor, lessee or assign may be subject to the payment of such taxes.

17. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement or Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Section.

18. DISPUTE RESOLUTION. Subject to the provisions of Paragraph 17, the Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement.

If the dispute is not resolved within thirty (30) days, the Parties may pursue any legal or equitable remedy available to them at that time.

19. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, and subject to Section 10 above, the non-defaulting Party may terminate this Agreement or the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party at equity or under law. Further, upon a default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of termination under this section, PERMITTEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for PERMITTEE to remove all Small Wireless Facilities from the Premises as provided in Section 13 above. Termination of this Agreement by CITY as herein provided shall constitute the withdrawal of any approval, consent or authorization of CITY for PERMITTEE to perform any construction or other work under this Agreement in CITY's public rights-of-way or on public property excepting only that work necessary for PERMITTEE to remove all Small Wireless Facilities and leave all work site areas in a clean and safe condition and in accordance with Section 1.c above. Upon any such early termination, CITY shall promptly remit to PERMITTEE a prorated portion of the Master Permit Fee and Location Fees previously paid to CITY by PERMITTEE.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises not caused by PERMITTEE that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt PERMITTEE's operations at the Premises for more than forty-

five (45) days, then PERMITTEE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit PERMITTEE to resume its operation at the Premises, terminate the Supplement as to the affected Premises upon fifteen (15) days prior written notice to CITY. Notwithstanding the foregoing, PERMITTEE shall be relieved of responsibility to pay any permit fees during the period of repair following such fire or other casualty in proportion to the degree to which PERMITTEE's use of the Premises is impaired.

21. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

a. From time to time, CITY may plan to paint, recondition, or otherwise improve or repair one or more of the Poles in a substantial way ("**Reconditioning Work**"). CITY shall reasonably cooperate with PERMITTEE to carry out Reconditioning Work activities in a manner that minimizes interference with PERMITTEE's approved use of the Premises.

Prior to commencing Reconditioning Work, CITY shall provide PERMITTEE with not less than sixty (60) days prior written notice and telephone notice to PERMITTEE's Network Monitoring Center at (800) 624-6620. Upon receiving that notice, it shall be PERMITTEE's sole responsibility to provide adequate measures to cover or otherwise protect PERMITTEE's Small Wireless Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. CITY reserves the right to require PERMITTEE to remove all of PERMITTEE's Small Wireless Facility and associated equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove PERMITTEE's Small Wireless Facility is contained in the written notice required by this Section.

b. During CITY's Reconditioning Work, PERMITTEE may maintain a temporary communications facility on the Poles, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles, upon mutual agreement of the Parties and compliance with CITY policies and requirements.

c. PERMITTEE may request a modification of CITY's procedures for carrying out Reconditioning Work in order to reduce the interference with PERMITTEE's use of the Premises. If CITY agrees to the modification, PERMITTEE shall be responsible for all reasonable incremental cost related to the modification.

d. If the Poles need to be replaced in the ordinary course of business operations ("**Replacement Work**"), CITY shall provide PERMITTEE with at least ninety (90) days' written notice to remove its Small Wireless Facility. CITY shall also promptly notify PERMITTEE when the Poles have been replaced and PERMITTEE may re-install its Small Wireless Facility. In the event of Replacement Work, the Parties will confer in good faith as to schedule, work plan, temporary arrangements, and related matters. During CITY's Replacement Work, PERMITTEE may maintain a temporary communications facility on the Poles, subject to compliance with CITY'S policies and requirements, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles. If the Poles will not accommodate PERMITTEE's temporary communications facility or if the Parties cannot agree on a temporary location, PERMITTEE may provide notice of termination as to the affected Supplement.

e. If the Poles need to be repaired due to storm or other damage on an immediate basis (“**Repair Work**”), CITY shall notify PERMITTEE to remove its Small Wireless Facility as soon as possible. In the event of an emergency, CITY shall contact PERMITTEE by telephone at PERMITTEE’s Network Monitoring Center at (800) 624-6620 prior to removing PERMITTEE’s Small Wireless Facility from the Premises. Once the Poles have been replaced or repaired, CITY will promptly notify PERMITTEE it can reinstall its Small Wireless Facility. CITY in its sole discretion, consistent with prudent utility practices, shall determine how and when to address Repair Work of Poles, in consideration of customer and facilities needs throughout its system. During CITY’s Repair Work, PERMITTEE may maintain a temporary communications facility on the Poles, subject to compliance with CITY’S policies and requirements, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles. If the Poles will not accommodate PERMITTEE’s temporary communications facility, if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, PERMITTEE may provide notice of termination as to the affected Supplement.

## 22. GENERAL TERMS.

a. Authorized Entities. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an “**Authorized Entity**”. No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a Supplement. Only the Party and the Authorized Entity executing a Supplement is responsible for the obligations and liabilities related thereto. All communications and invoices must be directed to the Authorized Entity executing the Supplement.

b. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

c. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

d. Mechanic’s Liens. PERMITTEE hereby covenants and agrees that PERMITTEE will not permit or allow any mechanic’s or materialman’s liens to be placed on the CITY’s interest in the Poles and/or Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by PERMITTEE. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY’s interest, PERMITTEE shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that PERMITTEE may contest any such lien provided the PERMITTEE first provides adequate security protecting CITY against such lien.

e. Intentionally Omitted.

f. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

g. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between PERMITTEE and CITY.

h. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Parties.

i. Intentionally Omitted.

j. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to PERMITTEE or CITY is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

k. Compliance with Laws. PERMITTEE shall, in respect to the condition of the Premises and the provision of services to PERMITTEE's customers, and at PERMITTEE's sole cost and expense, abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

l. Governing Law. This Agreement shall be deemed to have been made and accepted in Waseca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

m. Data Practices. The parties acknowledge that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.01 *et seq.* CITY and PERMITTEE agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

n. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

o. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or

unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

p. Entire Agreement. These terms and conditions constitute the entire agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

q. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

r. Survivability. All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of PERMITTEE and CITY arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of five years from the effective date thereof.

s. Recording. This Agreement shall not be recorded by either Party.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

**CITY OF WASECA, MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

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

**PERMITTEE:**

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

Name: \_\_\_\_\_, Its: \_\_\_\_\_

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

**EXHIBIT A**  
**Master Collocation Agreement Supplement Form**

Consistent with the Master Collocation Agreement dated \_\_\_\_\_, between the City of Waseca, a municipal corporation under the laws of the State of Minnesota, with its principal offices located at 508 South State Street, Waseca, Minnesota 56093, (hereinafter referred to as “**CITY**”), and Alltel Corporation d/b/a Verizon Wireless, a corporation organized under the laws of the state of Delaware, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, (hereinafter referred to as “**PERMITTEE**”), CITY authorizes PERMITTEE to access and use certain spaces on CITY's Pole and within CITY's public right-of-way at the location listed below (the “**Premises**”) pursuant to this Master Collocation Agreement Supplement (the “**Supplement**”):

1. **Premises.** Space on CITY's pole located at <INSERT SITE ADDRESS> reasonably required for the installation, operation, and maintenance PERMITTEE's Small Wireless Facility, as defined in the Master Collocation Agreement (the “**Antenna Space**”) and such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and to all necessary electrical and telephone utility, cable, and fiber sources, all as described in Exhibit 1, which is attached hereto and made a part hereof. A right-of-way construction permit shall be applied for through the City Engineer. The Site Plan of Premises, Small Wireless Facility Design, and requested Antenna Space shall be approved by the City Engineer and Utilities Director. PERMITTEE shall provide the City with two (2) sets of construction plans consisting of CAD drawings, GIS shape files, and PDF copies showing location, materials and estimated construction specifications and product specifications; and diagrams and shop drawings of proposed antenna facilities. Engineered approved drawings shall include pole loading calculations as acceptable for the proposed pole.

2. **Construction Scheduling.** At least ten (10) business days prior to construction mobilization, PERMITTEE shall conduct a Pre-Construction Meeting at Waseca City Hall, to be attended by CITY and all parties involved in PERMITTEE'S installation.

3. **Construction Inspection.** All construction activity is subject to inspection and approval by the CITY. Work not approved by the CITY shall be removed or uninstalled at PERMITTEE'S sole expense. PERMITTEE shall be solely responsible for all costs associated with said inspection and approval of construction by the CITY.

4. **As-built Drawings.** Within thirty (30) days after PERMITTEE activates the antenna facilities, PERMITTEE shall provide CITY with an as-built drawing and photograph CAP, GIS shape files, and PDF formats, as required by the CITY.

5. Electrical space encroachment shall not be allowed.

6. **Term.** The Commencement Date and the term of this Supplement shall be as set forth in the Master Collocation Agreement.

7. **Consideration.** Pursuant to the Master Collocation Agreement, the location fee owing to CITY under this Supplement shall be Two Hundred and Seventy Dollars (\$270.00) per Small Wireless Facility per year, payable to CITY at <REMITTANCE ADDRESS>. In addition, pursuant to the Master Collocation Agreement, the Application Fee owing to CITY under this Supplement shall be One Hundred Dollars (\$100.00) per Small Wireless Facility, payable to CITY at <REMITTANCE ADDRESS>.

8. Additional application information may be required and amended by the City.

The Parties acknowledge and agree that this Supplement may be amended from time to time, in accordance with the Master Collocation Agreement, upon PERMITTEE'S request and CITY'S approval, all as reflected in writing.

**IN WITNESS WHEREOF**, the CITY and the PERMITTEE have executed this Supplement.

**CITY OF WASECA, MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

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

**PERMITTEE:**

Name:

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

Name: \_\_\_\_\_

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

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

**EXHIBIT 1 of Supplement**  
**Site Plan of Premises, Small Wireless Facility Design, Antenna**  
**Space**

**EXHIBIT B**  
**Form of Performance**  
**Bond**

**PERFORMANCE BOND**

The undersigned surety company hereby binds itself, its successors and assigns, to pay to the City of Waseca, Minnesota, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

This obligation is upon the condition that if the party(s) designated in the contract attached hereto as Contractor and all subcontractors under such contract shall faithfully furnish and perform everything required to be furnished and performed by them under such contract, and for all labor performed or furnished, and for all materials used in the carrying out of such contract, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

Signed, and sealed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

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

Name

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

Attorney-in-fact

(Affix Corporate Seal Here)

Bonding Company is Incorporated in the State of \_\_\_\_\_

President is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of business of Bonding Corporation in Minnesota is \_\_\_\_\_



# STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP/SAP(s)	081-613-009 & 172-102-011	Change Order No.	003
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Project Location	On 3 <sup>rd</sup> St NE, From 4 <sup>th</sup> Ave. to 11 <sup>th</sup> Ave. NE in the City of Waseca		
Local Agency	City of Waseca	Local Project No.	
Contractor	Heslton Construction	Contract No.	
Address/City/State/Zip	680 NW 24 <sup>th</sup> Street, Faribault, MN 55021		
Total Change Order Amount \$	4,515.30		

**Issue:**

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 - 3<sup>rd</sup> Street.

The Engineer has determined that the Contract needs to be revised.

**Resolution:**

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.

The Contract time will not be revised.

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)

Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2503.602	Sanitary Sewer exploration	LS	\$4,515.30	1	\$4,515.30
Total Net Change					\$4,515.30

**Due to this change, the contract time:** (check one)

<input checked="" type="checkbox"/> (X) Is NOT changed	<input type="checkbox"/> ( ) May be revised as provided in MnDOT Specification 1806
<input type="checkbox"/> ( ) Is Increased by _____ Working Days	<input type="checkbox"/> ( ) Is Increased by _____ Calendar Days
<input type="checkbox"/> ( ) Is Decreased by _____ Working Days	<input type="checkbox"/> ( ) Is Decreased by _____ Calendar Days

Approved by Project Engineer/Supervisor:

Date: 11/5/19

Print Name: ERIC BREITSPRECHER

Phone: 507-601-7730

Approved by Waseca City Engineer:

Date: 11/6/19

Print Name: Tom Kellogg

Phone: 507-334-4557

Approved by Contractor:

Date: 11/6/19

Print Name: Dean Sammon

Phone: 507-334-3901

**DSA E Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☒ State Aid Funding ☒ Local funds

District State Aid Engineer:

Date: 11/7/19



STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	081-613-009 & 172-102-011	Change Order No.	010
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Project Location	On 3 <sup>rd</sup> St NE, From 4 <sup>th</sup> Ave. to 11 <sup>th</sup> Ave. NE in the City of Waseca		
Local Agency	City of Waseca	Local Project No.	
Contractor	Heselton Construction	Contract No.	
Address/City/State/Zip	680 NW 24 <sup>th</sup> Street, Faribault, MN 55021		
Total Change Order Amount \$	139,064.29		

**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.

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.

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 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.

The Engineer has determined that the Contract needs to be revised.

**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.

The Contractor will be compensated for labor, materials and equipment at the Lump Sum price indicated in the table below.

The Contract time will not be revised.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$	
2505.601	Utility conflicts	LS	\$139,064.29	1	\$139,064.29	
	Total Net Change				\$139,064.29	
Due to this change, the contract time: (check one)						
( X ) Is NOT changed		( ) May be revised as provided in MnDOT Specification 1806				
( ) Is Increased by _____ Working Days			( ) Is Increased by _____ Calendar Days			
( ) Is Decreased by _____ Working Days			( ) Is Decreased by _____ Calendar Days			



STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	081-613-009 & 172-102-011	Change Order No.	010
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Approved by Project Engineer/Supervisor: Monica Hail

Date: 11/14/19

Print Name: Monica Hail

Phone: 952-737-4675

Approved by Waseca City Engineer: Tom Kellogg

Date: 11/14/2019

Print Name: Tom Kellogg

Phone: 507-308-4007

Approved by Contractor: Dean Sammon

Date: 11/14/2019

Print Name: Dean Sammon, P.M.

Phone: 507-334-3901

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF WASECA, WASECA  
POLICE DEPARTMENT AND THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY

BE IT RESOLVED that the City of Waseca and the Waseca Police Department enter into a cooperative agreement with the Office of Justice Programs within the Minnesota Department of Public Safety, for grant funds for Connections Supervised Visitation and Safe Exchange Center for the period from October 1, 2019 through September 30, 2021.

BE IT FURTHER RESOLVED that the Waseca Police Chief Penny Vought, on behalf of the City of Waseca, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Waseca Police Department and to be the fiscal agent and administer the grant.

I CERTIFY THAT the above resolution was adopted by the Waseca City Council of Waseca on November 19, 2019.

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R.D. Srp, Mayor

ATTEST:

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Mike Anderson  
Assistant to the City Manager

# CONTRACT CONSTRUCTION PAYMENT REQUEST

6I

DATE: November 4, 2019

TO: Mayor & City Council  
Lee Mattson, City Manager

PROJECT NAME: 2018 Street Water Main and Miscellaneous Storm Sewer Improvements

CITY PROJECT NO. 2017-06 and 2018-01

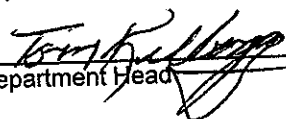
PAYMENT REQUEST: NO. SEVEN

PAYMENT PERIOD: April 27, 2019 to October 25, 2019

CONTRACTOR: Dirt Merchant, Inc.

PAYMENT AMOUNT: \$ 109,714.79

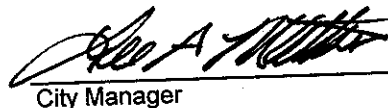
Approved By:

  
Department Head

11/14/2019  
Date

  
Director of Finance

11/14/2019  
Date

  
City Manager

11-14-19  
Date

STREET - 430-43010-5560-1706	\$12,621.71
REAR YARD	
STREET - 430-43010-5560-1801	\$86,525.27
WATER - 601-49593-5300-1801	\$7,624.28
SEWER - 602-49470-5300-1801	\$2,943.53

## CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: NOVEMBER 4, 2019

TO: Mayor & City Council  
Lee Mattson-City Manager

PROJECT NAME: 2018 STREET, WATER AND MISC. STORM SEWER IMPROVEMENTS

CITY PROJECT NO.: 2017-06 and 2018-01

PAYMENT REQUEST : NO. 7


PAYMENT PERIOD : APRIL 27, 2019 to OCTOBER 25, 2019

CONTRACTOR: DIRT MERCHANT, INC.

<u>CONTRACT</u>		
Original Contract sum:		<u>\$1,361,268.22</u>
Change Orders		
Change Order #1	8/28/2016	<u>\$ 14,165.25</u>
Change Order #2	10/29/2018	<u>\$ 3,249.20</u>
Change Order #3	11/27/2018	<u>\$ 2,881.65</u>
Change Order #4	2/12/2019	<u>\$ 2,160.00</u>
Net change by change orders:		<u>\$ 22,456.10</u>
Contract Sum to date:		<u>\$1,383,724.32</u>

<u>PAYMENT</u>	
Contract Sum to date:	<u>\$ 1,383,724.32</u>
Total earned to date (Includes Change Orders)	<u>\$ 1,243,882.93</u>
Retainage: 2%	<u>\$ 24,877.66</u>
Total earned less retainage:	<u>\$ 1,219,005.27</u>
Less previous payment requests:	<u>\$ 1,109,290.48</u>
Payment due this request:	<u>\$ 109,714.79</u>
% Contract completed to date:	<u>90%</u>
Amount remaining on contract:	<u>\$ 139,841.39</u>
Total Amount Due:	<u>\$ 109,714.79</u>

Approved By:

 11-14-19  
Contractor Date

 11/14/2019  
City Engineer Date

\_\_\_\_\_  
Director of Finance Date

\_\_\_\_\_  
City Manager Date

## CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: November 7, 2019

TO: Mayor & City Council  
Lee Mattson, City Manager

PROJECT NAME: 2019 Well Maintenance Project

CITY PROJECT NO. 2019-09


PAYMENT REQUEST: NO. 3


PAYMENT PERIOD: 10/01/2019-10/31/2019

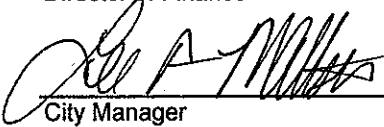
CONTRACTOR: Keys Well Drilling

PAYMENT AMOUNT: \$31,112.61

Approved By:

  
\_\_\_\_\_  
Department Head Date

 November 12, 2019  
\_\_\_\_\_  
Director of Finance Date

 11-12-19  
\_\_\_\_\_  
City Manager Date



Stantec Consulting Services Inc.  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

November 7, 2019

Carl Sonnenberg  
City of Waseca  
508 South State Street  
Waseca, MN 56093

Re: 2019 Well Maintenance Project  
Project No. 193804404  
**Contractor's Request for Payment No. 3**

Dear Carl:

Attached for your approval is Contractor's Request for Payment No. 3 for the 2019 Maintenance Project. The prime Contractor on this project is Keys Well Drilling Company.

This request covers maintenance tasks on Wells 3 and 5 that involved removal of the pumps for inspection, wire brushing of the well casings, and video inspection of the wells. The remaining tasks to be completed on Wells 3 and 5 will be covered in upcoming pay requests.

The pay request also releases \$6,158.86 in retainage that was held from the maintenance work completed on Wells 2 and 4. We recommend release of this retainage since Wells 2 and 4 are back in service and appear to be operating within specifications.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to Keys Well Drilling Company in the amount of \$31,112.61.**

Please execute the payment request documents. Keep one copy for your records, forward two copies to Keys Well Drilling (one for them and one for their bonding company), and return one copy to Stantec. Feel free to contact me if you have any questions.

Regards,  
Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "Mark Janovec", written over a horizontal line.

Mark Janovec  
Project Manager

Enclosures

Design with community in mind



Stantec Consulting Services Inc.  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

November 7, 2019

Carl Sonnenberg  
City of Waseca  
508 South State Street  
Waseca, MN 56093

Re: 2019 Well Maintenance Project  
Project No. 193804404  
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Regards,  
Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "Mark Janovec", written over a horizontal line.

Mark Janovec  
Project Manager

Enclosures

Design with community in mind



Owner: City of Waseca, 508 South State Street, Waseca, MN 56093	Date: 11/6/2019
For Period: 10/01/2019 to 10/31/2019	Request No: 3
Contractor: Keys Well Drilling Company, 1156 Homer Street, St. Paul, MN 55116	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
2019 WELL MAINTENANCE PROJECT  
STANTEC PROJECT NO. 193804404

**SUMMARY**

1	Original Contract Amount		\$ 329,725.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 329,725.00
5	Value Completed to Date		\$ 123,202.10
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 123,202.10
8	Less Retainage 5%		\$ 1,386.25
9	Subtotal		\$ 121,815.86
10	Less Amount Paid Previously		\$ 90,703.25
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 3		\$ 31,112.61

Recommended for Approval by:  
STANTEC

Approved by Contractor:  
KEYS WELL DRILLING COMPANY

Approved by Owner:  
CITY OF WASECA

Date:

Specified Contract Completion Date:

<b>Title:</b>	ConAgra Wastewater Partnership Agreement		
<b>Meeting Date:</b>	November 19, 2019	<b>Agenda Item Number:</b>	<b>6J</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	ConAgra Agreement
<b>Originating Department:</b>	Utilities & Public Works	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input type="checkbox"/>	<b>Proposed Action: City Council authorizes City Manager to execute a wastewater partnership permit agreement with ConAgra.</b>		

**BACKGROUND:** The City of Waseca (City) has had a long-standing partnership with our local Birds Eye Foods facility, now owned by ConAgra Foods Packaged Foods, LLC (ConAgra). The attached proposed agreement is the latest edition of the long-standing relationship.

ConAgra desires to have a three-year agreement with the City to treat various wastewater streams, beginning with winter generated wastewater. The proposed agreement allows ConAgra to discharge wastewater to the City in compliance with Council policies and ordinances, with one exception, which pertains to pH limits. The City Ordinance for pH limits is 5.5 to 9.5. ConAgra requests pH limits of 5.0 to 11.0. This requested change is acceptable to the City on a trial basis through the proposed agreement. The City's protection is that the City may prohibit any wastewater which may be deleterious to City infrastructure or wastewater operations.

The MPCA (Minnesota Pollution Control Agency), through the City's wastewater permit, requires a written agreement with any significant industrial user (SIU) to the City wastewater system. A key permit term must be the City's ability to monitor and control wastewater discharges that pose a potential for disrupting the operation of the facilities and the ability to meet the effluent (treated water) and biosolids discharge quality limits established by the MPCA, and EPA (Environmental Protection Agency related to biosolids).

The objective of this proposed permit and partnership agreement is to ensure that the operation, performance, and effluent & biosolids quality of the City treatment facilities are not adversely impacted while also affording ConAgra and the City of Waseca the ability to enhance our long-standing partnership.

**BUDGET IMPACT:** The wastewater/sanitary sewer fund will receive revenue from the proposed discharges at the Council approved rate structure.

**POLICY QUESTION:** The MPCA requires a permit agreement with ConAgra, a significant industrial user.

**ALTERNATIVES CONSIDERED:** City staff (and consulting Stantec wastewater engineer) has worked with ConAgra staff to establish the proposed permit agreement.

**RECOMMENDATION:** City Council authorizes City Manager to execute a wastewater partnership permit agreement with ConAgra.

# **CITY OF WASECA, MINNESOTA**

## **INDUSTRIAL WASTEWATER DISCHARGE PERMIT**

### **Public Private Partnership Agreement for Wastewater Treatment between the City of Waseca and ConAgra Foods Packaged Foods, LLC**

Industrial Permittee: ConAgra Foods Packaged Foods, LLC  
Issuance Date: November 15, 2019  
Expiration Date: June 30, 2022  
Allowable Discharge Terms: November 19, 2019 to November 19, 2022.

#### **Section 1. Table of Contents**

This permit contains information categorized in the following sections:

1. Table of Contents
2. Introduction
3. General Conditions
4. City's Authority
5. Permit Background
6. Sampling and Monitoring
7. Discharge Limitations
8. Reporting and Other Permittee Responsibilities
9. Enforcement and Penalties
10. Other Conditions

#### **Section 2. Introduction**

The City of Waseca, Minnesota ("City") authorizes the ConAgra Foods Packaged Foods, LLC ("Permittee ") to discharge to the City's wastewater collection and treatment system in accordance with the requirements of this permit. In addition to the terms described in this permit, the Permittee is subject to the conditions of the City's Sewer Service Ordinance and the general limitations it places on all discharges to the City system.

The goal of this permit is to protect the physical integrity of City infrastructure, the operating condition and performance of the City's wastewater treatment facilities, and the ability of the treatment facilities to comply with the terms of its National Pollutant Discharge Elimination System (NPDES) permit issued by the Minnesota Pollution Control Agency ("Agency").

### **Section 3. General Conditions**

The Permittee shall not knowingly make any false statement, representation or certification in any record, report, or plan required to be submitted to the City under this permit.

This permit shall not release the Permittee from any liability, or duty or penalty imposed by Minnesota or federal statutes, regulations rules or ordinances. The Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R. Part 403. Nothing in this permit waives the right of the U.S. EPA or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this permit.

This permit is not transferable to any individual or entity upon purchase of the Permittee by an individual or entity. The new individual or entity must apply for a re-issuance of the permit.

PERMITTEE shall optimize housekeeping operations within their facilities, as it relates to minimizing the wastewater loading from their facilities, during delivery of wastewater to the City.

In the event that the Permittee increases its production or modifies its industrial process in such a way that the quantity or strength of its waste will exceed the effluent limitations of this permit, the Permittee must apply for a discharge permit modification at least 90 days prior to the increased production or industrial process modification. The Permittee is prohibited from increasing production or modifying the industrial process until the modified discharge permit is issued. The City reserves the right to deny any such request if the City's treatment plant does not have sufficient capacity to ensure compliance with the City's NPDES permit.

***No discharge from the PERMITTEE shall be allowed that is considered by the City to be deleterious to the infrastructure, performance, or operation of the WWTP or the sanitary sewerage system. The City reserves the right to revise the permit as necessary should deleterious impacts be observed or suspected.***

### **Section 4. City's Authority**

This permit is issued to the Permittee by the City under authority explicitly granted to the City by the terms of the City's Sewer Service Ordinance, which permits the City to impose greater control measures over specific wastewater discharges to its collection and treatment system that have the potential to adversely impact the system.

### **Section 5. Permit Background**

The City of Waseca operates wastewater treatment facilities subject to the terms of a discharge permit issued by the Minnesota Pollution Control Agency (MPCA). One of the permit terms requires the City to monitor and control wastewater discharges to the treatment facilities that pose a potential for disrupting the operation of the facilities and their ability to meet effluent discharge quality limits.

Discharges that potentially can harm the physical integrity of the collection and treatment facilities are to be monitored and controlled. The need for this industrial wastewater discharge permit is based on specific characteristics of the Permittee's wastewater discharge that possess these potential impacts. The objective of this permit is to ensure that the operation, performance, and effluent quality of the City treatment facilities are not adversely impacted by the Permittee's wastewater discharge to those facilities.

## **Section 6. Sampling and Monitoring**

Permittee shall sample and monitor its wastewater discharge as described in this section. The purpose of sampling and monitoring is to gain a thorough and continuous understanding of the nature of the Permittee's wastewater discharge as it may affect the City system and, as such, shall be done in a way that collects representative samples of the Permittee's wastewater. While continuous monitoring of 100% of the Permittee's entire wastewater stream under all conditions would provide the optimum information to serve this purpose, this permit recognizes that such a program would be costly and difficult to implement and instead seeks to establish a monitoring program that is more practical while still providing a representative examination of the Permittee's wastewater discharge.

If the Permittee's wastewater originates from multiple sources that are not combined into a single point that can be monitored for the purposes of this permit and if the Permittee feels that one or more wastewater sources should not be monitored in accordance with the terms of this permit because its nature does not pose a threat to the integrity or performance of the City's wastewater system, then it is the responsibility of the Permittee to provide the City with information about the source that the City can use in approving that particular source for exception to this permit. If the Permittee does not provide this information and declare its intent to provide the information, then the City will proceed with the monitoring and sampling program under the assumption that data being collected represents 100% of the Permittee's wastewater discharge.

The Permittee shall monitor the discharge to the public sewer system from its plant and shall use a certified, independent laboratory to conduct analyses of the samples. Any monitoring measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. Sampling equipment shall be placed such that the equipment is fully protected from the environmental conditions.

The Permittee shall measure the flow of wastewater from their place of business using one or more monitoring stations, as necessary, to monitor the various process wastewater discharges.

Monitoring stations must be approved by the City prior to installation. The Permittee will submit sufficiently detailed information to the City for their review and approval. The monitoring station will contain a flow meter capable of continuously measuring and recording the volume of wastewater discharged. The station will also contain a refrigerated sampler that is capable of flow-weighted composite sampling using a flow signal generated by the flow meter. The wastewater discharged, as determined from readings of the meter, shall be used for determining the billing quantities and the loading parameters as detailed in the effluent limitations section of this permit, in addition to monitoring compliance with the flow limitation to the public sewer

system. The Permittee shall calibrate the meter every 12 months. Documentation of the calibration shall be forwarded to the City.

Monitoring stations must be approved, installed, and operational no later than two years from the date of this permit. Prior to the installation of an approved monitoring station, PERMITTEE will submit a sampling plan to the City for review and approval.

The City shall have the authority to enter the PERMITTEE facility for meter reading and inspection purposes between the hours of 7:00 AM and 4:30 PM, Monday through Sunday, without prior notification. In addition, the City personnel shall have complete, similar, access to the sampling equipment without prior notification.

#### 6.1 24-Hour Composite Sampling

*6.1.1 Frequency:* Once per calendar week minimum

*6.1.2 Description:* Permittee shall collect a 24-hour composite sample of its wastewater discharge from the monitoring station prior to being combined with wastewater from other users of the City system. Samples will be collected on days as directed by City Staff.

*6.1.3 Testing:* Each composite sample shall be tested for the following parameters:

- a. Carbonaceous biochemical oxygen demand (cBOD<sub>5</sub>)
- b. Total suspended solids (TSS)
- c. Total phosphorus (TP)
- d. Total Kjeldahl nitrogen (TKN)
- e. Ammonia-nitrogen (Ammonia-N)

#### 6.2 Flow Monitoring

*6.2.1 Frequency:* Continuous or City pre-approval of sampling plan

*6.2.2 Description:* Permittee shall monitor its daily wastewater discharge volume at the monitoring/pumping station.

#### 6.3 pH Monitoring

*6.3.1 Frequency:* Once per calendar week minimum

*6.3.2 Description:* Permittee shall monitor the pH of its wastewater discharge (Grab) sample taken on the same day as the 24-hour composite sample. The pH must be tested within 15 minutes of sample collection.

### **Section 7. Discharge Limitations**

#### 7.1 General Limitations

All wastewater discharges from PERMITTEE shall be in accordance with the City Ordinance Chapter 53, and with provisions contained in the City's NPDES Permit, MN 0020796, and shall further at a minimum receive treatment by the PERMITTEE

pretreatment fine screens/thickener, but may include wastewater treated by Permittee's wastewater treatment system.

The City may require a gradual flow rate transition in and out of full load at flow rates determined by the Director. Transition periods in and out will not exceed fourteen (14) days and shall be determined by the Director. The purpose of the transition periods is to accommodate changing biochemical activity at the WWTP. At start-up, the Director may accept a lesser amount of wastewater in order to acclimate the treatment plant organisms to the new waste flow. In like manner, the Director, at his discretion, may require discharge of the wastewater near the end of the treatment project in lesser amounts to acclimate the treatment plant organisms to the typical waste stream received from the City sanitary sewer system. These transition flows will be billed to PERMITTEE.

## 7.2 Flow and Mass Limitations

The Permittee's total wastewater discharges are subject to the following effluent limitations where the discharges enter the City's sanitary sewer system:

<b>Parameter</b>	<b>Maximum for Monthly Average</b>	<b>Units</b>
Wastewater Flow	0.265	Million gallons per day
cBOD <sub>5</sub>	430	Pounds per day
TSS	430	Pounds per day
TP	50	Pounds per day
TKN	70	Pounds per day

The Director shall determine the flow that the City's facilities can treat, in order to protect the facility and comply with its permit conditions. Daily changes in flow rate may be necessary and will be controlled through same day notice to PERMITTEE.

## 7.3 Limits to Be Met by pH Grab Sample

At no time shall the wastewater discharge contain a pH of less than 5.0 or greater than 11.0. The limit is not to be met by blending wastewater samples at different times but is always to be met by the wastewater stream leaving the Permittee's facility.

## 7.4 General Waste Characteristics

The City reserves the right to modify this permit to include limits on any of the pollutants analyzed as part of the additional testing should the City determine that the pollutant has an adverse impact on the treatment facility. In the meantime, in the absence of any limits, the Permittee shall control the rate and nature of its discharge so that at no time there is evidence of color, odor, or capacity in the discharge to the City's treatment facilities that is attributable to the Permittee's discharge.

## **Section 8. Reporting and Other Permittee Responsibilities**

### **8.1 Monthly Report**

The Permittee shall provide no later than the 5<sup>th</sup> day of each month a report for the previous calendar month containing the following information:

- a. Daily discharge volume and monthly totals.
- b. Analysis results of 24-hour composite sample.
- c. A description and explanation of any and all violations of discharge limits
- d. A narrative describing any accident or incident affecting the wastewater discharge and corrective action steps.
- e. A description of any proposed changes to the wastewater discharge or operations affecting the wastewater discharge.

### **8.2 Pretreatment**

The Permittee shall be responsible for operating and maintaining any waste pretreatment, neutralization, or separation facilities necessary to comply with the conditions of this permit.

The Permittee shall submit designs for any such pretreatment facility to the City for review and comment prior to construction of said facility.

### **8.3 Permittee's Duty to Notify**

PERMITTEE shall give the Director not less than seven (7) days' notice of their intent to deliver or suspend pumping of wastewater to the City.

The Permittee shall promptly notify the City in the event of an accident or incident affecting its wastewater discharge, including any failure or interruption of its pretreatment facilities, in order to enable counter measures to be taken by the City to minimize damage to the treatment system and receiving waters. The phone number is 507-835-9718 during weekday business hours and 507-835-9718 after hours, which rolls over to the Mankato Answering Service to call-back a City Water/Wastewater Operator. Such notification shall not relieve the Permittee of liability for an expense, loss or damage to the treatment system or treatment process, or for any imposed action by the City, MPCA, or EPA for such discharge. A detailed written statement by the Permittee describing the causes of the accidental discharge and the measures taken to prevent any further occurrence shall be submitted to the City within (15) days of the date of occurrence.

### **8.4 Product Data Sheets**

MSDS sheets are to be provided to the City within 15 days of using a new chemical.

## 8.5 Costs and Responsibilities Associated With this Agreement

Permittee shall be responsible for the following:

- a. Providing and maintaining any and all sampling and monitoring equipment necessary to comply with the City Ordinances or this permit
- b. All costs associated with sampling and analysis, including shipping and handling.
- c. All costs for additional sampling required due to violations.
- d. In addition to the penalties provided the City may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by an appropriate action due to a violation of this permit.

## **Section 9. Enforcement and Penalties**

### 9.1 Permit Non-Compliance

The Permittee will be considered in violation of this permit if any of the following occurs:

- a. A measured effluent parameter exceeds its limit.
- b. The Permittee fails to submit reports as required.
- c. Data or information is missing from reports or as required by this permit.
- d. The Permittee fails to notify the City of changes in the nature of the wastewater discharge, pretreatment, or other conditions that affect the wastewater discharge.
- e. The Permittee is in violation of the City's Sewer Service ordinance.
- f. The Permittee fails to comply with any terms of this permit.
- g. The Permittee fails to operate the monitoring equipment or pretreatment equipment required by this permit.

### 9.2 Notification of Violation

In the event the City determines there has been a violation of this permit, the City shall notify the Permittee by telephone and in writing, stating the nature of the violation. Failure to provide notice does not absolve the Permittee of liability or penalties.

Violations will typically be handled in the following manner:

- a. Verbal warnings for the first violation.
- b. Written warning for the second violation.
- c. Penalty for the third violation.

Violations of this industrial wastewater permit that result in upsets, operational problems, or violations at the City's wastewater treatment facility may proceed directly to a penalty.

### 9.3 Penalties

For any of the permit violations listed in Section 9.1, the City may elect to impose a monetary penalty of between \$100 and \$500 per calendar day for each violation,

until the violation is corrected. For each violation during a period of multiple violations, the City may impose a separate fine in this range for each violation.

Until the Permittee is deemed to be back in compliance with this permit, the City may impose additional sampling and testing. The Permittee will keep the City informed during this period.

In addition, in the event that the City receives a fine from MPCA for a violation of its NPDES permit, stipulation agreement, or any other MPCA-imposed regulation, the City reserves the right to fine the Permittee an equal amount if the City violation is demonstrated to be related to the Permittee's non-compliance with this permit.

#### 9.4 User Charges

Payment to the City of Waseca shall be in accordance with rates established through City Council Resolution. The current treatment rate is \$5.46 per 1,000 gallons. The current rates may be changed by City Council Resolution and would apply to permit conditions at the City Council resolution authorization date, and without further amendment to this permit. Additionally, all direct labor, materials, and supplies, attributed and documented for the implementation of this permit shall be billed to and shall be remitted by PERMITTEE.

For each pound of CBOD5 and TSS where the concentration of each pollutant exceeds 300 mg/l the current City Council surcharge rate shall apply in addition to the volume rate. This surcharge rate shall be as follows, unless amended by the City Council of Waseca:

- a) \$0.72 per pound of CBOD5.
- b) \$0.72 per pound of TSS.

For each pound of total phosphorus where the concentration exceeds 8 mg/l the surcharge rate shall be \$2.40 per pound, as a direct charge for alum chemical and phosphorus biosolids generation and land application of those biosolids.

### **Section 10. Other Conditions**

#### 10.1 Termination

The Director shall have the right to temporarily terminate service at any time, without notice, in order to protect the City's wastewater conveyance and treatment facilities and/or prevent violation of the City's NPDES permit discharge limitations. The service will be reinstated when the Director determines that adequate treatment capacity is available to adequately treat all or part of the PERMITTEE pre-treated wastewater.

#### 10.2 Permit Re-Issuance

Permittee shall submit a written request for a re-issuance of this permit no later than 90 days before its expiration date. The request shall include a description of any changes in the permit the Permittee is seeking.

10.3 Compliance with Terms of Permit

Permittee always agrees to comply with the terms of this Permit during the duration of this permit.

This permit is dated \_\_\_\_\_, 2019

**CITY OF WASECA**

**ConAgra Foods Packaged  
Foods LLC**

\_\_\_\_\_  
City Manager Printed Name & Signature

\_\_\_\_\_  
Authorized Printed Name and Signature

<b>Title:</b>	Resolution 19-57 A Resolution Repealing Resolution 19-31		
<b>Meeting Date:</b>	November 19, 2019	<b>Agenda Item Number:</b>	<b>7A</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 19-57
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> This Resolution would repeal a previous Resolution that instructed staff not to enforce portions of the City Code.		
<b>How does this item pertain to Vision 2030 goals?</b>	Maintenance of Community Assets		

**BACKGROUND:** At the October 15 Work Session, the Council asked staff to prepare a resolution to repeal the resolution the Council approved which suspended enforcement of much of the City's Private Dock Ordinance. This ordinance prohibited the placement of public docks on private property. In repealing this resolution, the Council should note that the previous resolution called for a public hearing on an amendment to the City Ordinance without specifying when the hearing would be held. At the Work Session, the Council appeared to determine that a change in this ordinance will not be pursued. This would mean that no public hearing would be held.

**BUDGET IMPACT:** None

**POLICY QUESTION:** Should the existing Private Docks Ordinance be enforced?

**ALTERNATIVES CONSIDERED:** None, this resolution was prepared based off Council feedback from a Work Session.

**RECOMMENDATION:** Staff recommends Council approval.

**RESOLUTION NO. 19-57**

**A RESOLUTION REPEALING RESOLUTION 19-31**

**WHEREAS,** on June 18, 2019 the City Council approved Resolution 19-31, A Resolution Pertaining to City Code Chapter 131.01 and the Placement of Private Docks Upon Public Property, and;

**WHEREAS,** this resolution limited the scope of the City's enforcement of City Code Chapter 131.01, and;

**WHEREAS,** on October 15, 2019 the City Council held a work session to discuss what policy the City should pursue relating to private docks on public property, and;

**WHEREAS,** after discussion, the City Council has determined that full enforcement of the City Code concerning the placement of docks on public property should resume.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WASECA THAT:**

1. City Staff resume enforcement of City Code Chapter 131.01, PRIVATE DOCKS.
2. All instructions to staff contained in Resolution 19-31 are repealed and shall no longer be in force.
3. The Council will instruct staff, via motion, if additional work by staff is desired on this issue.

Adopted this 19<sup>th</sup> day of November, 2019.

---

R. D. SRP  
MAYOR

ATTEST:

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

<b>Title:</b>	Small Cities Development Program Grant Application Local Match		
<b>Meeting Date:</b>	November 19, 2019	<b>Agenda Item Number:</b>	<b>7B</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	November 13 Letter to DEED
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve \$75,000 local match to SCDP Grant Application.		
<b>How does this item pertain to Vision 2030 goals?</b>	Create High Quality Community Assets Pillar – The grant application is geared to preserving the City’s housing stock.		

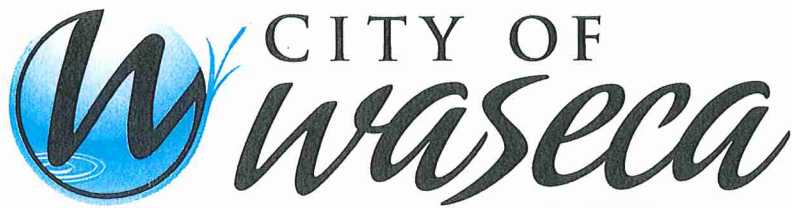
**BACKGROUND:** Staff has previously reviewed the City’s pending Small Cities Development Program Grant Application with the City Council. The pre-application is to be submitted on Friday, November 15, 2019. During the Special Revenue Funds Budget Workshop, staff discussed utilizing monies that were initially received by the City as part of a prior SCDP grant as local match for a new SCDP grant. This money did not come to the City via property taxes. Consultation with Southwest Minnesota Housing Partnership, the grantwriter, has confirmed that a local contribution to the grant is needed to make the grant application more competitive.

**BUDGET IMPACT:** None. The pledge will involve existing reserves in a Special Revenue Fund that has been identified by the City for use in projects of this type. No General Fund dollars or property tax dollars will be used for this local match.

**POLICY QUESTION:** Does the City wish to makes it’s SCDP Grant Application more competitive? The absence of any local contribution will decrease the odds of a successful application.

**ALTERNATIVES CONSIDERED:** During the work session, staff had discussed a higher local match towards this project. After a review of the various funds targeted towards redevelopment, as well as the potential downtown commercial and multi-family housing needs, staff proposes \$75,000 as the local match.

**RECOMMENDATION:** Staff requests a motion to approve the letter and authorize the local match.



508 South State Street • Waseca, Minnesota 56093-3097  
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November 13, 2019

Michelle Vang  
MN Department of Employment and Economic Development  
332 Minnesota St, Suite E200  
St. Paul, MN 55101

Dear Ms. Vang:

The City of Waseca has a balance of Program Income funds in the amount of approximately \$100,000, repaid from prior Small Cities Development Program projects. The City of Waseca is committing \$75,000 of those funds to support this application.

Of the \$75,000 pledged to the project, \$25,000 would specifically be used to assist property owners who have applied, and are qualified for, a SCDP funded project to help cover the costs of lead assessments that are necessary in evaluating the scope of work to be performed. The amount offered to each qualified property owner would be determined by taking the total balance divided by the number of projects targeted in the SCDP application. The remaining \$50,000 would be used to augment the overall project funding, allowing for a potential increase in the number of houses served by the project. The City's assistance of \$75,000 would make participation of the Program from residents stronger and easier to access due to potential cash constraints to cover the lead assessment costs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lee A. Mattson', with a long, sweeping horizontal line extending to the right.

Lee A. Mattson,  
City Manager, City of Waseca