

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 2, 2019, 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
- 6 CONSENT AGENDA
 - A. Minutes – Regular City Council Meeting/Work Session – March 19, 2019
 - B. Payroll & Expenditures
 - C. **Resolution 19-15:** Designation of SMMPA Representative
 - D. Accepting Ann Fitch’s EDA Application
 - E. Accepting John Miller’s EDA Application
 - F. Approval of Temporary Liquor License: Corky’s (Memorial Park Softball Tournament)
 - G. Approval of Consumption & Display Permit Renewal: Craft My Party
 - H. **Resolution 19-18:** Declaring City Council Seat Vacancy: Ward 1
- 7 ACTION AGENDA
 - A. **Resolution 19-16:** Awarding Bids for 3rd Street NE Project
 - B. **Resolution 19-17:** Authorizing 3rd Street NE Construction Services
- 8 REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
 - Fire Relief Association (Conrath)
 - HPC (Tloughan)
 - Airport Board (Rose)

9 ANNOUNCEMENTS

10 ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MARCH 19, 2019

6A

CALL TO ORDER/ROLL CALL

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

Councilmembers present: Mayor Roy Srp Ann Fitch
Mark Christiansen Allan Rose
Jeremy Conrath Les Tlougan

Councilmembers absent: Daren Arndt

Staff present: Lee Mattson, City Manager
Tom Kellogg, City Engineer
Ranae Schult, Administrative Assistant

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 It was moved by Conrath, seconded by Fitch, to approve the agenda as presented. Motion carried 6-0.

PUBLIC COMMENT

- 4 **Brent Brass, 1104 10th Avenue SE, Waseca, MN**, voiced his concern regarding Council approving a Variance to the Waseca High School for 1,800 extra square feet of concrete. Mr. Brass stated that in November 2018, he was informed that he was ten feet over on impervious surface, and needed to have it removed. He inquired why he is not able to have his wider driveway.

Lee Mattson, City Manager, stated the High School project did not have any issues with impervious surface, but requested a Conditional Use Permit regarding expansion of an existing parking lot, and a Variance to allow an accessory structure.

REQUESTS AND PRESENTATIONS

- 5 No items were brought forward.

CONSENT AGENDA

- 6 It was moved by Fitch, seconded by Conrath, to approve the Consent Agenda as presented. The motion carried 6-0, and included the following:
- A. Minutes – Regular City Council Meeting & Work Session – March 5, 2019
 - B. Payroll & Expenditures
 - C. Approval of 2019 Consumption & Display Liquor Permit: Pippi Lane Boutique, LLC

- D. Approval of 2019 Liquor License: Oscars, El Molino, American Legion
- E. **Resolution 19-13:** Approval of Crack Seal/Seal Cost Project 2019-03
- F. Approval of Contract Payments: Tink Larson Community Field

ACTION AGENDA

7A Public Hearing - Gaiter Lake Flood Plain Mapping

The City Council directed Staff to prepare additional information on the City's ability to request that the 100-year flood plain of Gaiter Lake be mapped. Staff provided the estimated 100-year flood plain that was created by Stantec Engineering as part of a Stormwater Study they completed for the City.

Tom Kellogg, City Engineer, provided background information regarding conversations with the DNR and FEMA, and provided Council with pros/cons for flood plain mapping Gaiter Lake.

Lee Mattson, City Manager, stated the policy question presented to the City Council is if the City of Waseca should ask for the Gaiter Lake 100-year flood plan to be mapped.

The public hearing opened at 7:15 p.m.

Scott Frederick, 34662 Valley View Road, Waseca, MN,

Mr. Frederick provided a map and paperwork that he requested Council to review.

Mr. Kellogg stated the normal water level could not be adjusted, per the DNR.

The public hearing was closed at 7:19 p.m.

It was moved by Conrath, seconded by Christiansen, that a flood plain map for the Gaiter Lake 100-year flood plain should not be mapped; the motion carried 6-0

7B Approve Application for DNR Flood Damage Reduction Grant

At the February 5, 2019, City Council Work Session, options to assist four property owners along the shores of Gaiter Lake with flood relief was presented. Options included adding piped outlets to Gaiter Lake, constructing ponding upstream from Gaiter Lake, and enrolling in the Minnesota Department of Natural Resources (MnDNR) Flood Damage Reduction (FDR) program.

Tom Kellogg, City Engineer, stated the piping and ponding options are not feasible due to the estimated costs. However, the MnDNR FDR program would be a 50-50 cost share program between the City and the MnDNR to remove structures from flood prone areas. Mr. Kellogg stated that currently there is no funding available for this program. The next funding possibility with this program is during the 2020 State bonding bill discussions.

It was moved by Conrath, seconded by Rose, to authorize Staff to enroll in the MnDNR Flood Damage Reduction Grant Assistance Program; the motion carried 6-0.

7C Resolution 19-12: Approval of LRIP Grant Agreement

In 2017, the City applied for a Local Road Improvement Program (LRIP) grant from MnDOT. In March of 2018, the City learned they were successful in a \$1,000,000 grant application.

Tom Kellogg, City Engineer, stated the next step in this process is for Council to adopt Resolution No. 19-12. Mr. Kellogg further stated the bid opening on the project will be on March 26, 2019, and be presented to Council at their April 2, 2019 City Council meeting.

It was moved by Tlougan, seconded by Rose, to adopt Resolution 19-12; a Resolution approving the Local Road Improvement Program grant agreement for the 3rd Street NE Street and Utility Improvement Project, City Project No. 2019-01; the motion carried 6-0.

7D Set hearing date for Economic Development Authority Board Designation

The City Council directed Staff to prepare a resolution that would amend the Economic Development Authority (EDA) enabling resolution. Attorney Robert Scott was consulted in the development of the draft resolution.

It was moved by Fitch, seconded by Conrath, to set the public hearing date to amend the Economic Development Authority enabling resolution to April 16, 2019; the motion carried 6-0.

7E Resolution 19-14: Supporting Comprehensive Transportation Funding

The League of Minnesota Cities has asked member cities to pass a resolution supporting increased transportation funding for cities across Minnesota. In addition to calling for aid for Municipal State Aid Streets, which benefits Waseca, the resolution also calls for funding for additional funding, which may not specifically benefit Waseca. Staff feels that supporting transportation funding in general is good for Waseca.

It was moved by Tlougan, seconded by Conrath, to adopt Resolution 19-13; a Resolution Requesting Comprehensive Road and Transit Funding; the motion carried 6-0.

REPORTS

81.A Individual Performance Evaluation Summary

Mayor Srp read the following summary of the closed session City Manager performance evaluation:

On March 5, 2019, the Waseca City Council met in closed session to conduct a six-month performance review of City Manager Lee Mattson. All Councilmembers expressed satisfaction with Mr. Mattson's performance, and the Council considers the performance evaluation to be successfully completed. As stipulated by the City's Employee Agreement with the City Manager, the annual base salary of the position shall be increased to Grade 15, Step 4.

8A City Manager's Report

- Installation of micro monitoring equipment begins this week.
- The City of Waseca received the *Certificate of Achievement for Excellence in Financial Reporting*, as a result of the work on the Comprehensive Annual Financial Report (CAFR) by Shelly Kolling, Finance Director, and the Finance Department.
- The Fire Department is beginning to develop their Strategic Plan.
- Conversations continue with Pinnacle Foods (Birds Eye) on a strategic plan.
- Thanked Street crews for all the work clearing storm sewer inlets, and other work to help deal with the snow melt.

8B Commission Reports

- Discover Waseca Tourism: Conrath
 - Abby Hughes is a new member of DWT.
 - Work is continuing on the outdoor brochure.
 - Work is beginning for organization efforts for the fair booth.
- Planning Commission: Srp
 - Planning Commission has three new members.
 - The City Manager explained the role of the Planning Commission.
- Economic Development Authority: Fitch
 - Waseca was not awarded the Southern Minnesota Initiative Foundation (SMIF) Child Care Grant. However, the EDA will be working with SMIF on an abbreviated program.
 - The EDA committed \$2,000 toward the cost of a Tourism Assessment.
 - A Memo of Understanding was approved to host the CEC conference in Waseca in September.
 - The EDA is in need of two more members.

ANNOUNCEMENTS

9 The following miscellaneous announcements were made by Councilmembers:

- Councilmember Tlougan:
 - Stacy Lienemann, Library Director, is working with the Brad Dushaw, Park Superintendent, on sketches for a music garden in Trowbridge Park.
 - When is T21 in effect? The City Manager stated this is effect on April 4, 2019.
- Councilmember Fitch:
 - Wished the Bluejay boys' basketball team good luck at the State Tournament.
 - Congratulations to the Bluejay girls' basketball team for a great season.
 - As a condition of her current employment as Chamber Director, she is resigning her City Council seat effective March 29, 2019. Councilmember Fitch thanked City Staff and the public for this opportunity to serve.
- Councilmember Tlougan stated Ann is a great person, and he has been happy to serve with her on Council
- Councilmember Christiansen:
 - Encouraged citizens to step up and get involved in the community.
 - Boy Scouts have gathered approximately 1,350 pounds of food for the Food Shelf.
 - Thank you Ann for serving on the City Council.
- Councilmember Rose:
 - Great snow melt.
 - Councilmember Fitch will be missed.
- Councilmember Conrath:
 - He participated in the St. Patrick's Day celebration and had a great time.
 - Voiced his pleasure in working Councilmember Fitch.

- Mayor Srp
 - Thanked Ann for her years of service. She will be missed.
 - Staff will be advertising to fill Councilmember's Fitch Council seat. If interested, please contact City Hall. The Council's loss is the Chambers gain.

ADJOURNMENT

- 10 It was moved by Fitch, seconded by Conrath, to adjourn the meeting at 7:59 p.m.; motion carried 6-0.

R. D. SRP
MAYOR

RANAE SCHULT
ADMINISTRATIVE ASSISTANT

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, MARCH 19, 2019

The work session began at 6:00 p.m. at City Hall.

Councilmembers present:	Mayor Roy Srp	Ann Fitch
	Mark Christiansen	Allan Rose
	Jeremy Conrath	Les Tlougan

Councilmembers absent: Daren Arndt

Staff present: Lee Mattson, City Manager
Ranae Schult, Administrative Assistant

CITY MANAGER GOALS

Lee Mattson, City Manager, provided information regarding 2019 Goals and Priorities for Council discussion/direction.

Council concurred with the City Manager's presentation, noting that goals and priorities remain within the Vision 2030 scope, and to further explore the public and public partnership with Pinnacle Foods (Bird's Eye)

There being no further discussion, the work session ended at 6:55 p.m.

R. D. SRP
MAYOR

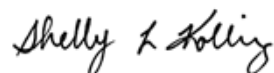
RANAE SCHULT
ADMINISTRATIVE ASSISTANT



LIST OF EXPENDITURES

6B

April 2, 2019



=====

City Council	4,250.00	
Streets	26,914.40	
Parks	9,662.96	
Wastewater	10,342.92	
Utility Administration	4,419.74	
Utility Billing	7,399.97	
Electric	13,177.97	
Water	5,717.37	
Building and Code Compliance	2,540.44	
Police	54,270.25	
Administration	4,635.53	
Community Aides	990.00	
Fire	7,701.54	
Paid On Call Fire Department	605.02	
Election Judges	0.00	
PEG	0.00	
Finance	10,892.09	
Connections	3,711.78	
Community Development	5,158.32	
Engineering	15,061.74	
Recreation	2,834.58	
Econ Development	<u>2,510.96</u>	
 Total Gross Payroll	 192,797.58	
 *Less- Payroll Deductions	 <u>(67,027.98)</u>	
 Net Payroll Cost		\$ 125,769.60

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
March 16, 2019-March 29, 2019
Includes check #'s 153379-153426
Bank ACH Withdrawals.....514,249.85

GRAND TOTAL EXPENDITURES \$ 640,019.45

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
03/29/2019	153387	City of Waseca	TLCF start up cash	101-10300-0000	150.00	
	Total 101103000000:				150.00	
03/29/2019	153408	NeoFunds	Postage	101-15510-0000	500.00	
	Total 101155100000:				500.00	
03/29/2019	31916	MN Sales and Use Tax Payable	Sales tax payable	101-20210-0000	10.94	M
	Total 101202100000:				10.94	
03/29/2019	31924	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 3/24/2019	101-21701-0000	17,661.24	M
	Total 101217010000:				17,661.24	
03/29/2019	31919	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 3/24/2019	101-21702-0000	8,510.63	M
	Total 101217020000:				8,510.63	
03/29/2019	31924	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/24/2019	101-21703-0000	7,824.11	M
03/29/2019	31924	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/24/2019	101-21703-0000	7,824.11	M
	Total 101217030000:				15,648.22	
03/29/2019	31921	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 3/24/2019	101-21704-0000	1,257.41	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 3/24/2019	101-21704-0000	8,172.79	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 3/24/2019	101-21704-0000	6,407.52	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 3/24/2019	101-21704-0000	117.40	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 3/24/2019	101-21704-0000	8,172.79	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 3/24/2019	101-21704-0000	9,611.24	M
03/29/2019	31921	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 3/24/2019	101-21704-0000	117.40	M
	Total 101217040000:				33,856.55	
03/29/2019	20190253	Greater Mankato Area United Way	UNITED WAY Pay Period: 3/24/2019	101-21708-0000	25.00	
	Total 101217080000:				25.00	
03/29/2019	153407	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 3/24/2019	101-21711-0000	224.00	
	Total 101217110000:				224.00	
03/29/2019	31924	ACH Internal Revenue Service	MEDICARE Pay Period: 3/24/2019	101-21712-0000	2,616.02	M
03/29/2019	31924	ACH Internal Revenue Service	MEDICARE Pay Period: 3/24/2019	101-21712-0000	2,616.02	M
	Total 101217120000:				5,232.04	
03/29/2019	31925	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 3/24/2019	101-21713-0000	885.00	M
03/29/2019	31925	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 3/24/2019	101-21713-0000	495.00	M
	Total 101217130000:				1,380.00	
03/29/2019	31923	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 3/24/2019	101-21714-0000	2,065.00	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217140000:					2,065.00	
03/29/2019	31920	AFLAC	AFLAC AFTER TAX Pay Period: 3/10/2019	101-21715-0000	312.78	M
03/29/2019	31920	AFLAC	AFLAC PRE TAX Pay Period: 3/10/2019	101-21715-0000	677.67	M
03/29/2019	31920	AFLAC	AFLAC AFTER TAX Pay Period: 3/24/2019	101-21715-0000	312.78	M
03/29/2019	31920	AFLAC	AFLAC PRE TAX Pay Period: 3/24/2019	101-21715-0000	677.67	M
Total 101217150000:					1,980.90	
03/29/2019	31915	Further	Flex/HSA Reimbursement	101-21716-0000	1,982.67	M
03/29/2019	31918	Further	Flex/HSA Reimbursement	101-21716-0000	477.74	M
03/29/2019	31926	Further	HSA DEDUCTION Pay Period: 3/24/2019	101-21716-0000	552.09	M
Total 101217160000:					3,012.50	
03/29/2019	31922	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 3/24/2019	101-21717-0000	1,194.73	M
Total 101217170000:					1,194.73	
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 3/10/2019	101-21720-0000	3,472.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 3/10/2019	101-21720-0000	13,888.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 3/10/2019	101-21720-0000	8,355.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 3/10/2019	101-21720-0000	3,437.50	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	Cobra	101-21720-0000	1,739.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 3/10/2019	101-21720-0000	1,183.80	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	Timlin	101-21720-0000	1,973.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 3/10/2019	101-21720-0000	4,735.20	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	Maziarka retro	101-21720-0000	2,358.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 3/24/2019	101-21720-0000	3,472.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 3/24/2019	101-21720-0000	13,888.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 3/24/2019	101-21720-0000	8,355.00	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 3/24/2019	101-21720-0000	3,437.50	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 3/24/2019	101-21720-0000	1,183.80	M
03/29/2019	31905	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 3/24/2019	101-21720-0000	4,735.20	M
Total 101217200000:					76,213.00	
03/29/2019	31928	Fidelity Security Life	VISION + ONE Employee Pay Period: 3/24/2019	101-21722-0000	24.10-	M
03/29/2019	31928	Fidelity Security Life	VISION + ONE Employee Pay Period: 3/24/2019	101-21722-0000	24.10	V
03/29/2019	31928	Fidelity Security Life	VISION SINGLE Employee Pay Period: 3/24/2019	101-21722-0000	6.41	M
03/29/2019	31928	Fidelity Security Life	VISION SINGLE Employee Pay Period: 3/24/2019	101-21722-0000	6.41-	V
Total 101217220000:					.00	
03/29/2019	153418	Trio Coffee, Wine & Ale House	Refund of over payment of liquor license	101-32110-0000	105.00	
Total 101321100000:					105.00	
03/29/2019	20190249	Discover Waseca Tourism	February Lodging tax	101-41110-4440	1,726.79	
Total 101411104440:					1,726.79	
03/29/2019	20190275	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411104455:					1,125.00
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41320-1340	37.98 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41320-1340	4.02 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41320-1340	11.15 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41320-1340	4.46 M
Total 101413201340:					57.61
03/29/2019	153412	Shred-it USA LLC	Shredding service	101-41320-3100	13.77
Total 101413203100:					13.77
03/29/2019	20190274	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	110.00
Total 101413204930:					110.00
03/29/2019	153386	Cintas Corporation	First aid cabinet supplies	101-41320-4940	43.53
03/29/2019	153386	Cintas Corporation	First aid cabinet supplies	101-41320-4940	59.04
03/29/2019	153386	Cintas Corporation	First aid cabinet supplies	101-41320-4940	26.04
03/29/2019	153416	South Central College	Safety Program	101-41320-4940	2,520.00
Total 101413204940:					2,648.61
03/29/2019	20190238	A. H. Hermel Company	Pop for vending machine	101-41320-4945	23.64
Total 101413204945:					23.64
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41500-1340	75.85 M
Total 101415001340:					75.85
03/29/2019	31917	Further	Admin Fees Flex/HSA	101-41500-1600	209.45 M
Total 101415001600:					209.45
03/29/2019	20190257	Innovative Office Supply	Flash Drive	101-41500-2000	7.54
Total 101415002000:					7.54
03/29/2019	20190274	Waseca Area Chamber of Commerce	Health and Wellness	101-41500-2200	25.00
Total 101415002200:					25.00
03/29/2019	153423	Waseca County Treasurer	Legal Services contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
03/29/2019	20190264	Pantheon Computer Systems Inc.	April Billing	101-41920-3100	6,270.25
Total 101419203100:					6,270.25
03/29/2019	20190257	Innovative Office Supply	Office Supplies	101-41940-2000	11.26
03/29/2019	20190257	Innovative Office Supply	Flash Drive	101-41940-2000	7.54
03/29/2019	153408	NeoFunds	Meter supplies	101-41940-2000	80.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402000:					98.80
03/29/2019	20190238	A. H. Hermel Company	Coffee for break room	101-41940-2170	64.77
03/29/2019	20190252	Fischer Vinyl Creations and Awards	Signs	101-41940-2170	22.00
Total 101419402170:					86.77
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	101-41940-2230	85.59
Total 101419402230:					85.59
03/29/2019	153410	Orkin Pest Control Inc.	Pest control	101-41940-3100	88.85
Total 101419403100:					88.85
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-41940-3200	157.93
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-41940-3200	81.69
Total 101419403200:					239.62
03/29/2019	153383	Centerpoint Energy	Monthly Billing	101-41940-3800	1,220.27
Total 101419403800:					1,220.27
03/29/2019	20190246	Connors Plumbing & Heating Inc.	Furnace repair	101-41940-4000	1,660.00
03/29/2019	20190269	ServiceMaster of Mankato/Waseca	remove water from basement	101-41940-4000	340.80
Total 101419404000:					2,000.80
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-41950-1340	49.22 M
Total 101419501340:					49.22
03/29/2019	20190257	Innovative Office Supply	Office Supplies	101-41950-2000	23.65
03/29/2019	20190257	Innovative Office Supply	Flash Drive	101-41950-2000	30.16
Total 101419502000:					53.81
03/29/2019	20190278	WSB & Associates Inc	February Planning Assistance	101-41950-3000	469.00
Total 101419503000:					469.00
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-42100-1340	461.60 M
Total 101421001340:					461.60
03/29/2019	20190257	Innovative Office Supply	Office supplies	101-42100-2000	41.35
03/29/2019	20190257	Innovative Office Supply	Office supplies	101-42100-2000	8.07
Total 101421002000:					49.42
03/29/2019	20190270	Streicher's	Uniform expense	101-42100-2180	53.98
03/29/2019	20190270	Streicher's	Uniforms	101-42100-2180	83.98
03/29/2019	20190270	Streicher's	Uniforms	101-42100-2180	34.99
03/29/2019	20190270	Streicher's	Uniforms	101-42100-2180	99.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/29/2019	20190270	Streicher's	Uniforms	101-42100-2180	40.00-
Total 101421002180:					232.93
03/29/2019	20190272	Thornhill, Lawrence E.	car detailing	101-42100-2220	42.00
Total 101421002220:					42.00
03/29/2019	153385	Cintas Corporation	Floor Mats	101-42100-3100	15.28
03/29/2019	153410	Orkin Pest Control Inc.	Pest control	101-42100-3100	85.83
03/29/2019	153412	Shred-it USA LLC	Shredding service	101-42100-3100	13.77
Total 101421003100:					114.88
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-42100-3200	157.93
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-42100-3200	256.11
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-42100-3200	24.72
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-42100-3200	878.83
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-42100-3200	51.00
Total 101421003200:					1,368.59
03/29/2019	20190265	Personalized Printing Inc.	Forms	101-42100-3500	396.30
Total 101421003500:					396.30
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-42200-1340	56.97 M
Total 101422001340:					56.97
03/29/2019	153385	Cintas Corporation	Floor Mats	101-42200-3100	15.29
03/29/2019	153413	Siemens Industry Inc	Annual Fire Alarm Testing	101-42200-3100	592.00
Total 101422003100:					607.29
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-42200-3200	24.73
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-42200-3200	61.00
Total 101422003200:					85.73
03/29/2019	153405	MN State Fire Department Association	Annual Conference	101-42200-3300	600.00
03/29/2019	153416	South Central College	2019 Fire School	101-42200-3300	690.00
Total 101422003300:					1,290.00
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-42200-3800	26.48
Total 101422003800:					26.48
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-42400-1340	21.47 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-42400-1340	6.76 M
Total 101424001340:					28.23
03/29/2019	20190245	City Building Inspection Services LLC	building inpsctions	101-42400-3000	5,029.39

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003000:					5,029.39
03/29/2019	20190261	Lenz Lawn Care & Landscaping Inc.	Brush clean up	101-42400-3100	35.00
Total 101424003100:					35.00
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-42400-3200	31.51
Total 101424003200:					31.51
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43000-1340	6.97 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43000-1340	97.66 M
Total 101430001340:					104.63
03/29/2019	20190243	Cady Business Technologies Inc	Monthly Phone Support Plan	101-43000-3200	262.62
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-43000-3200	50.25
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-43000-3200	51.00
03/29/2019	153422	Verizon Wireless	Monthly Billing	101-43000-3200	51.00
Total 101430003200:					414.87
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43100-1340	98.34 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43100-1340	1.95 M
Total 101431001340:					100.29
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	101-43100-2120	4.56-
Total 101431002120:					4.56-
03/29/2019	153380	Auto Value Waseca	Parts	101-43100-2170	27.98
03/29/2019	153425	Winegar Inc.	steel tube	101-43100-2170	101.64
Total 101431002170:					129.62
03/29/2019	20190239	AmeriPride Services Inc	uniform srvice	101-43100-2180	171.01
Total 101431002180:					171.01
03/29/2019	20190267	R.I.C Properties LLC	Kritzer Building Lease	101-43100-3100	650.00
Total 101431003100:					650.00
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-43100-3200	26.48
Total 101431003200:					26.48
03/29/2019	153383	Centerpoint Energy	Monthly Billing	101-43100-3800	2,108.04
Total 101431003800:					2,108.04
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43125-1340	25.50 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43125-1340	1.95 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431251340:					27.45
03/29/2019	20190254	H & J Fuel Inc	polar dyed fuel	101-43125-2120	1,892.12
03/29/2019	20190254	H & J Fuel Inc	dyed fuel	101-43125-2120	920.93
Total 101431252120:					2,813.05
03/29/2019	153382	Cargill Inc. - Salt Division	Road salt	101-43125-2170	7,679.70
03/29/2019	20190258	James Brothers Construction Inc.	Sand	101-43125-2170	70.00
Total 101431252170:					7,749.70
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43170-1340	5.46 M
Total 101431701340:					5.46
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-43220-1340	9.11 M
Total 101432201340:					9.11
03/29/2019	20190256	Independent School District #829	City Contribution Com Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-45100-3200	22.98
Total 101451003200:					22.98
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-45130-3200	156.36
Total 101451303200:					156.36
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-45200-1340	81.97 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	101-45200-1340	17.85 M
Total 101452001340:					99.82
03/29/2019	153388	Condon Farm Service	Grit	101-45200-2170	6.95
03/29/2019	153392	DH Athletics LLC	Ballfield Paint	101-45200-2170	480.00
03/29/2019	153397	Helena Chemical Company	Turf supplies	101-45200-2170	1,434.68
Total 101452002170:					1,921.63
03/29/2019	153380	Auto Value Waseca	Parts	101-45200-2210	50.99
Total 101452002210:					50.99
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	101-45200-2400	179.99
Total 101452002400:					179.99
03/29/2019	153383	Centerpoint Energy	Monthly Billing	101-45200-3800	614.23
03/29/2019	153383	Centerpoint Energy	Monthly Billing	101-45200-3800	68.56

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452003800:					682.79
03/29/2019	153411	Red Feather Paper Company	Liners	101-45500-2170	84.10
03/29/2019	153411	Red Feather Paper Company	2 ply tissue, roll towels, can liners	101-45500-2170	65.30
Total 101455002170:					149.40
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-45500-3800	47.38
03/29/2019	153389	Consolidated Communications	Monthly Billing	101-45500-3800	3.51
Total 101455003800:					50.89
Total General Fund:					225,635.97
Airport					
03/29/2019	153417	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
Total 230498103100:					2,300.00
03/29/2019	153384	CenturyLink	Airport service	230-49810-3200	104.19
Total 230498103200:					104.19
03/29/2019	153383	Centerpoint Energy	Monthly Billing	230-49810-3800	56.92
03/29/2019	153426	Xcel Energy	February Service	230-49810-3800	270.29
03/29/2019	153426	Xcel Energy	February Service	230-49810-3800	115.75
Total 230498103800:					442.96
Total Airport:					2,847.15
Hisorical Preservation					
03/29/2019	20190278	WSB & Associates Inc	NR Nomination	255-46500-3100	4,381.50
Total 255465003100:					4,381.50
Total Hisorical Preservation:					4,381.50
Economic Development-General f					
03/29/2019	31927	Reliance Standard	April LTD Insurance	261-46700-1340	11.16 M
Total 261467001340:					11.16
03/29/2019	153420	University of Minnesota Extension	2019 Entrepreneurial com conf sponsor	261-46700-3000	3,000.00
Total 261467003000:					3,000.00
03/29/2019	153399	Lau's Meat Market	food for Vision 2030 meeting	261-46700-3300	34.98
Total 261467003300:					34.98
Total Economic Development-General f:					3,046.14
Police Reserve					
03/29/2019	20190270	Streicher's	Police Reserve Expense	275-49212-2180	379.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 275492122180:					379.99	
Total Police Reserve:					379.99	
Safe Haven Grant						
03/29/2019	31927	Reliance Standard	April LTD Insurance	279-46350-1340	31.09	M
Total 279463501340:					31.09	
03/29/2019	153409	Northland Business Systems Inc.	video service	279-46350-3100	2,319.25	
Total 279463503100:					2,319.25	
03/29/2019	153422	Verizon Wireless	Monthly Billing	279-46350-3200	51.00	
Total 279463503200:					51.00	
Total Safe Haven Grant:					2,401.34	
Firefighter's Relief						
03/29/2019	153424	Waseca Fire Relief Association	Payment of state aid	280-49070-1240	4,900.00	
Total 280490701240:					4,900.00	
Total Firefighter's Relief:					4,900.00	
Capital Improvement						
03/29/2019	20190278	WSB & Associates Inc	3rd St NE Reconstruction	430-43010-5560	28,038.00	
Total 430430105560:					28,038.00	
Total Capital Improvement:					28,038.00	
Water						
03/29/2019	31916	MN Sales and Use Tax Payable	Sales tax payable	601-20210-0000	873.81	M
Total 601202100000:					873.81	
03/29/2019	153391	Dennis, Tim	Refund for overbilled charges	601-36210-0000	3.77	
Total 601362100000:					3.77	
03/29/2019	153391	Dennis, Tim	Refund for overbilled charges	601-37000-3802	140.30	
Total 601370003802:					140.30	
03/29/2019	153391	Dennis, Tim	Refund for overbilled charges	601-37000-3905	88.03	
Total 601370003905:					88.03	
03/29/2019	153394	Folie Roofing LLC	Roof Repair	601-49401-3100	755.00	
Total 601494013100:					755.00	
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49430-1340	24.46	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49430-1340	24.88	M
Total 601494301340:					49.34	
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	601-49430-2170	44.99	
03/29/2019	153401	Locators & Supplies Inc.	locate supplies	601-49430-2170	88.90	
Total 601494302170:					133.89	
03/29/2019	20190239	AmeriPride Services Inc	uniform service	601-49430-2180	10.00	
03/29/2019	20190239	AmeriPride Services Inc	uniform service	601-49430-2180	10.00	
Total 601494302180:					20.00	
03/29/2019	20190247	Core & Main LP	Main Supplies	601-49430-2230	330.90	
03/29/2019	20190247	Core & Main LP	Main Supplies	601-49430-2230	254.96	
03/29/2019	20190247	Core & Main LP	main repair	601-49430-2230	353.36	
03/29/2019	20190247	Core & Main LP	Main Supplies	601-49430-2230	352.54	
03/29/2019	20190251	Fastenal Company	Hardware	601-49430-2230	27.40	
03/29/2019	20190276	Waseca Sand & Gravel Inc.	Water Main Sand	601-49430-2230	898.00	
03/29/2019	20190276	Waseca Sand & Gravel Inc.	Water Main Repair	601-49430-2230	2,514.50	
Total 601494302230:					4,731.66	
03/29/2019	153403	Mid-America Meter Inc	Meter Test	601-49430-3100	212.00	
03/29/2019	20190277	Water Conservation Service Inc.	June 2018 System Survey	601-49430-3100	3,670.00	
Total 601494303100:					3,882.00	
03/29/2019	153422	Verizon Wireless	Monthly Billing	601-49430-3200	40.01	
Total 601494303200:					40.01	
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49585-1340	20.56	M
Total 601495851340:					20.56	
03/29/2019	153389	Consolidated Communications	Monthly Billing	601-49585-3200	42.11	
03/29/2019	153419	U.S. Postal Service	Postage - April utility bills	601-49585-3200	433.56	
Total 601495853200:					475.67	
03/29/2019	20190265	Personalized Printing Inc.	Envelopes & perforated paper	601-49585-3500	764.13	
Total 601495853500:					764.13	
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49586-1340	4.02	M
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49586-1340	2.48	M
03/29/2019	31927	Reliance Standard	April LTD Insurance	601-49586-1340	12.96	M
Total 601495861340:					19.46	
03/29/2019	20190257	Innovative Office Supply	Toner	601-49586-2000	53.18	
Total 601495862000:					53.18	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/29/2019	153404	MN Rural Water Association	2019 Membership	601-49586-4330	250.00
Total 601495864330:					250.00
03/29/2019	20190264	Pantheon Computer Systems Inc.	April Billing	601-49586-4950	895.75
Total 601495864950:					895.75
Total Water:					13,196.56
Sanitary Sewer					
03/29/2019	153391	Dennis, Tim	Refund for overbilled charges	602-37000-3902	48.26
Total 602370003902:					48.26
03/29/2019	153391	Dennis, Tim	Refund for overbilled charges	602-37000-3905	100.02
Total 602370003905:					100.02
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49470-1340	32.78 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49470-1340	1.95 M
Total 602494701340:					34.73
03/29/2019	153389	Consolidated Communications	Monthly Billing	602-49470-3200	410.20
03/29/2019	153422	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
03/29/2019	153422	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
Total 602494703200:					490.22
03/29/2019	153383	Centerpoint Energy	Monthly Billing	602-49470-3800	195.59
Total 602494703800:					195.59
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49480-1340	73.38 M
Total 602494801340:					73.38
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	602-49480-2120	15.98
Total 602494802120:					15.98
03/29/2019	20190240	Applied Specialties Inc	Polymer	602-49480-2170	4,382.40
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	602-49480-2170	102.03
03/29/2019	20190248	Culligan	Drum Cleaning	602-49480-2170	333.20
03/29/2019	153396	Hawkins Inc	Sodium Hypochlorite	602-49480-2170	348.95
03/29/2019	153421	USA Blue Book	Lab Supplies	602-49480-2170	608.83
Total 602494802170:					5,775.41
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	602-49480-2180	336.42
03/29/2019	20190263	Owatonna Shoe Company	Safety Boots Brian	602-49480-2180	178.50
Total 602494802180:					514.92
03/29/2019	153389	Consolidated Communications	Monthly Billing	602-49480-3200	145.42

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/29/2019	153422	Verizon Wireless	Monthly Billing	602-49480-3200	51.00
Total 602494803200:					196.42
03/29/2019	153383	Centerpoint Energy	Monthly Billing	602-49480-3800	3,267.06
03/29/2019	153426	Xcel Energy	February Service	602-49480-3800	11,480.61
Total 602494803800:					14,747.67
03/29/2019	20190259	Javens Mechanical Contracting Co.	MAU, unit heaters	602-49480-4000	2,900.12
03/29/2019	20190273	W W Goetsch Associates Inc.	grit mister	602-49480-4000	1,770.00
03/29/2019	20190273	W W Goetsch Associates Inc.	replace check valve	602-49480-4000	4,887.00
Total 602494804000:					9,557.12
03/29/2019	20190251	Fastenal Company	Hardware	602-49584-2170	13.26
Total 602495842170:					13.26
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49585-1340	20.56 M
Total 602495851340:					20.56
03/29/2019	153389	Consolidated Communications	Monthly Billing	602-49585-3200	42.11
03/29/2019	153419	U.S. Postal Service	Postage - April utility bills	602-49585-3200	433.56
Total 602495853200:					475.67
03/29/2019	20190265	Personalized Printing Inc.	Envelopes & perforated paper	602-49585-3500	764.14
Total 602495853500:					764.14
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49586-1340	4.02 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49586-1340	2.48 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	602-49586-1340	12.96 M
Total 602495861340:					19.46
03/29/2019	153393	First Source Solutions	Drug screen	602-49586-3000	52.20
03/29/2019	20190266	Precision Chiropractic and Wellness	New hire drug test	602-49586-3000	70.00
Total 602495863000:					122.20
03/29/2019	20190264	Pantheon Computer Systems Inc.	April Billing	602-49586-4950	895.75
Total 602495864950:					895.75
Total Sanitary Sewer:					34,060.76
Electric Utility					
03/29/2019	31916	MN Sales and Use Tax Payable	Sales tax payable	604-20210-0000	32,731.91 M
03/29/2019	31916	MN Sales and Use Tax Payable	Sales tax payable-all solar energy	604-20210-0000	3.61 M
Total 604202100000:					32,735.52
03/29/2019	153415	Solomon Corporation	salvage transformers	604-37473-0000	1,481.88-

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604374730000:					1,481.88-
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49570-1340	3.14 M
Total 604495701340:					3.14
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49571-1340	69.28 M
Total 604495711340:					69.28
03/29/2019	20190242	Border States Electric Supply	Truck Supplies	604-49571-2170	87.51
03/29/2019	153401	Locators & Supplies Inc.	Truck supplies	604-49571-2170	152.20
03/29/2019	31916	MN Sales and Use Tax Payable	Sales tax payable	604-49571-2170	5.73 M
Total 604495712170:					245.44
03/29/2019	153401	Locators & Supplies Inc.	Hard hats	604-49571-2190	98.74
03/29/2019	20190271	Stuart C. Irby Company	hot stick testing	604-49571-2190	202.21
Total 604495712190:					300.95
03/29/2019	20190244	Christensen Properties LLC	Efficiency rebate	604-49571-2300	125.00
Total 604495712300:					125.00
03/29/2019	153406	MN Valley Action Council	Low income energy audit reimbursement	604-49571-2340	75.00
Total 604495712340:					75.00
03/29/2019	153422	Verizon Wireless	Monthly Billing	604-49571-3200	80.02
Total 604495713200:					80.02
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49572-1340	6.97 M
Total 604495721340:					6.97
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49573-1340	12.56 M
Total 604495731340:					12.56
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49574-1340	3.53 M
Total 604495741340:					3.53
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49584-1340	2.65 M
Total 604495841340:					2.65
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49585-1340	20.68 M
Total 604495851340:					20.68
03/29/2019	153389	Consolidated Communications	Monthly Billing	604-49585-3200	78.96
03/29/2019	153389	Consolidated Communications	Monthly Billing	604-49585-3200	26.48

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/29/2019	153419	U.S. Postal Service	Postage - April utility bills	604-49585-3200	433.56
Total 604495853200:					539.00
03/29/2019	20190265	Personalized Printing Inc.	Envelopes & perforated paper	604-49585-3500	764.13
Total 604495853500:					764.13
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49586-1340	3.26 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49586-1340	4.75 M
03/29/2019	31927	Reliance Standard	April LTD Insurance	604-49586-1340	13.34 M
Total 604495861340:					21.35
03/29/2019	153412	Shred-it USA LLC	Shredding service	604-49586-3100	13.77
Total 604495863100:					13.77
03/29/2019	20190264	Pantheon Computer Systems Inc.	April Billing	604-49586-4950	895.75
Total 604495864950:					895.75
03/29/2019	20190242	Border States Electric Supply	City Hall Restrooms	604-49593-5300	273.86
03/29/2019	153395	Goodin Company	City Hall Restrooms	604-49593-5300	16.27
03/29/2019	20190260	JT Services of MN	Conversion Supplies	604-49593-5300	1,237.20
03/29/2019	20190260	JT Services of MN	Conversion Supplies	604-49593-5300	1,855.91
03/29/2019	153415	Solomon Corporation	single phase transformers	604-49593-5300	12,900.00
Total 604495935300:					16,283.24
03/29/2019	153381	Cannon Technologies Inc/Eaton	Yukon LCR Project	604-49593-5400	10,687.50
03/29/2019	153381	Cannon Technologies Inc/Eaton	Load control injector sub	604-49593-5400	1,458.59
03/29/2019	153415	Solomon Corporation	Kwik trip transformer	604-49593-5400	7,850.00
03/29/2019	153415	Solomon Corporation	single phase transformers	604-49593-5400	4,300.00
Total 604495935400:					24,296.09
Total Electric Utility:					75,012.19
Storm Water Utility					
03/29/2019	31927	Reliance Standard	April LTD Insurance	651-43140-1340	10.93 M
Total 651431401340:					10.93
03/29/2019	31927	Reliance Standard	April LTD Insurance	651-49585-1340	3.25 M
Total 651495851340:					3.25
Total Storm Water Utility:					14.18
Central Garage Services					
03/29/2019	31927	Reliance Standard	April LTD Insurance	701-43180-1340	33.20 M
Total 701431801340:					33.20
03/29/2019	20190257	Innovative Office Supply	Office Supplies	701-43180-2000	5.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431802000:					5.03
03/29/2019	153380	Auto Value Waseca	Parts	701-43180-2170	48.78
03/29/2019	20190255	IFACS	zip ties	701-43180-2170	58.04
Total 701431802170:					106.82
03/29/2019	153379	Ancom Communications Inc	radio antenna	701-43180-2210	94.00
03/29/2019	153380	Auto Value Waseca	Parts	701-43180-2210	3.49
03/29/2019	153390	Deml Ford Lincoln Mercury Inc	Coil assembly	701-43180-2210	349.86
03/29/2019	20190250	Ditch Witch of Minnesota	drill rig supplies	701-43180-2210	721.09
03/29/2019	153398	Kibble Equipment	Float spring	701-43180-2210	542.07
03/29/2019	153398	Kibble Equipment	Wingblade clevis	701-43180-2210	2,061.34
03/29/2019	153402	Lube-Tech & Partners LLC	ATF & Coolant	701-43180-2210	1,530.68
03/29/2019	20190268	Sanco Equipment LLC	Rear door parts	701-43180-2210	651.16
03/29/2019	153414	Sirek Hydraulic Service	dielectric hose & fittings	701-43180-2210	73.92
Total 701431802210:					6,027.61
03/29/2019	20190241	Bomgaars Supply	Parts & Supplies	701-43180-2400	63.97
Total 701431802400:					63.97
Total Central Garage Services:					6,236.63
Property and Liability Insuran					
03/29/2019	153400	League of MN Cities Insurance Trust	Insurance renewal	702-49955-3610	18,160.00
Total 702499553610:					18,160.00
03/29/2019	153400	League of MN Cities Insurance Trust	Insurance renewal	702-49955-3620	38,770.00
Total 702499553620:					38,770.00
Total Property and Liability Insuran:					56,930.00
Equipment Replacement Fund					
03/29/2019	20190262	Municipal Emergency Services Inc.	Loose equipment - new firetruck expense	705-49930-5400	57,169.44
Total 705499305400:					57,169.44
Total Equipment Replacement Fund:					57,169.44
Grand Totals:					514,249.85

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0



Request for City Council Action

Title:	SMMPA Representation		
Meeting Date:	April 2, 2019	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution SMMPA form
Originating Department:	Electric Utility	Presented By:	Lee Mattson City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 19-15 Assigning New Alternate Representative for SMMPA Board meetings		
How does this item pertain to Vision 2030 goals?	Council authorization of the Alternate Representative helps to guarantee intergovernmental collaboration through leadership succession.		

BACKGROUND: As a SMMPA (Southern Minnesota Municipal Power Agency) member, the City of Waseca Electric Utility has been represented at Board meetings by Carl Sonnenberg, Utilities & Public Works Director. The Alternate Representative has been Shelly Kolling, Finance Director. The Council resolution is to assign a new Alternate Representative who will be Lee Mattson, City Manager.

BUDGET IMPACT: N/A

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: N/A

RECOMMENDATION: Staff recommends City Council adoption of the attached Resolution No. 19-15 to reflect that Lee Mattson is the new Alternate Representative to SMMPA meetings.

RESOLUTION NO. 19-15

**A RESOLUTION OF THE WASECA CITY COUNCIL
DESIGNATING SMMPA ALTERNATE REPRESENTATIVE**

WHEREAS, the City of Waseca operates a municipal electrical distribution utility in accordance with State law and Home Rule Charter providing for Council-Manager Government.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that: In accordance with the Act and the Agency Agreement, the following person is hereby appointed as the Alternate Representative of the City of Waseca, Minnesota as a member of the Southern Minnesota Municipal Power Agency (for an indefinite term):

ALTERNATIVE REPRESENTATIVE

BUSINESS ADDRESS

Lee Mattson

508 State Street S., Waseca, MN

The Alternative Representative shall exercise all of the rights, duties and powers of the City of Waseca, Minnesota, as a member of the Southern Minnesota Municipal Power Agency as, for and on behalf of the City of Waseca, Minnesota, in accordance with the provisions of the Act, the Agency Agreement and the Bylaws of the Southern Minnesota Municipal Power Agency, as then in effect, including the approval of the Bylaws of the Southern Minnesota Municipal Power Agency when the same shall be presented to the Representatives by the Board of Directors of such Agency.

Passed and adopted this 2nd day of April, 2019

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO CITY MANAGER

Board/Commission/Authority Application Form

Name

Ann Fitch

Date

3-27-19

Address

[REDACTED]

Telephone Number: (Home)

[REDACTED]

(Work)

email: ann@wasecachamber.com

Occupation:

Exec Director of the Waseca Area Chamber

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

☐ Airport Board☐ Human Rights Commission☐ Charter Commission☐ Library Board☐ Community Ed Advisory Board☐ Park Board☒ Economic Development Authority☐ Planning Commission☐ Historic Preservation Commission☐ Traffic Safety Board☐ Housing & Redevelopment Authority☐ Water Park Advisory Board

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

I would like to continue serving on the board.

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

yes 1/15 - 3/19

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

yes, but that will expire as of 3-29-19

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.

(List your experience, education, certification, etc.)

Previous experience on the EDA, Previous Councilmember, Position at the Chamber.

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

Members are appointed by the City Council at a regular meeting of the Council in January of each year. Members may serve up to three (3) terms consecutively. Most groups meet on a monthly basis.

Airport Board – Composed of five (5) members – four (4) general public and one (1) Councilmember, who assist in an advisory capacity regarding the operation, management and improvement of the Municipal Airport. *3 year term.* Meets 1st Tuesday of the month @ 12:00 noon.

Charter Commission – Composed of not less than 7 nor more than 15 members. Shall be a qualified voter of the City. Appointed by the Chief Judge of the District Court. Primary function is to review and suggest amendments to the Waseca City Charter. Members may serve only two consecutive terms. The office term is determined by the Chief Judge but is *not for more than 4 years.* Meets monthly on as-needed basis.

Community Ed Advisory Board – A joint council of 12-18 members appointed by the School District and the City. Responsible for recommendations regarding the programming and operation of the Community Education Program. *3 year term.* Meets 3rd Monday of every even numbered month.

Economic Development Authority – Composed of five (5) members – one (1) HRA member, one (1) Waseca Development Corporation or Chamber of Commerce member, one (1) at-large member, and two (2) Council members. The Authority will focus efforts on economic development in order to retain current businesses and help promote growth of new businesses. *6 year term.* Meets the 2nd Tuesday of every month @ 12:00 noon.

Historic Preservation Commission – Composed of seven (7) members – five (5) at-large members, one (1) nominated by Waseca Co. Historical Society, and one (1) nominated by City Planning Commission. A representative of the City Council also sits on this Commission. The Commission will engage in a comprehensive program of historic preservation, promote the historical resources of the City, and designation of heritage preservation sites. *3 year term.*

Housing & Redevelopment Authority – The Municipal Housing and Redevelopment Authority is composed of five (5) members. Address housing shortages for low and moderate income residents and redevelop blighted areas where private developers would not act without government assistance. *5 year term.*

Human Rights Commission – Composed of five (5) members – four (4) general public and one (1) Councilmember, who advise the City Council regarding civil and human rights problems, issues and policies. The Commission will strive to improve human relations in the City, and develop and recommend programs of formal and informal education for all citizens. *3 year term.* Meets 1st Monday of every month at 6:00 p.m.

Joint Government Committee – This Committee consists of representatives of the Waseca City Council, Waseca County Board, and Waseca School Board members, and meets monthly to discuss issues pertaining to all three government agencies, and ways to work together. Meets the 2nd Thursday of every month at 8:00 a.m.

Library Board – Composed of nine (9) members. The board provides operation and management direction for the administration of the public library per joint agreement with the Counties of Waseca and LeSueur. *3 year term.* Meets 2nd Monday every month @ 6:30 p.m.

Park Board – Composed of five (5) members – four (4) general public and one (1) Councilmember. The Board will make recommendations to the City Manager and City Council pertaining to, but not limited to, park land acquisition, development, improvement and use. *3 year term.* Meets 1st Tuesday of every month @ 11:30 a.m.

Planning Commission – Composed of seven (7) members – six (6) general public and one (1) City Council representative. This is an advisory commission to the Council concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature. *3 year term.* Meets 2nd Tuesday of every month @ 7:00 p.m.

Traffic Safety Board – Consists of five (5) members – four (4) general public and one (1) Councilmember. Advises the Council on street traffic regulations and requests for traffic regulation, for example, requests for stop signs, speed control and parking regulations. *3 year term.* Meets first Wednesday of every month at 6:00 p.m.

Water Park Advisory Board – Consists of seven (7) members – six (6) general public and one (1) City Council member. Advises the City Council on all matters pertaining to the Water Park Management and Operations. The Board may recommend establishment or amendments of rules and regulations governing the use of the Water Park. *3-year term.*

Board/Commission/Authority Application Form

Date 11-27-18Name Jon S. MillerAddress 621 2nd Ave NWTelephone Number: (Home) 507-676-1900 (Work) _____ email: jonstuart41071@gmail.comOccupation: Preferred Lawn Care (owner), Maintenance at Roundbank

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

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

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

*I love Waseca and would love to help move the community forward.**This is also something that I have interest in and would love to learn more.*

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

No

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

*No*Please list what qualifications you possess that will be helpful to this Board /Commission /Authority. _____
(List your experience, education, certification, etc.)

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

- High school class v.p. New Richland (voted in 1989)
- Graduate from Waseca - 1989
- Some College
- V.P. of the Jaycees
- I was a Republican delegate for Waseca County
- I served on the bluejay booster board where I was the v.p. and president.
- I served on the Sacred Heart School board for over six years. Sept. 2018 was my last meeting.
I'm still ~~been~~ involved with the school volunteering as needed.
- I've also volunteered hundreds of hours in the community. such as buck thorn cleanup, Lakes Cleanup, Sporting events school functions.



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

6F

Name of organization		Date organized		Tax exempt number	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
Address		City	State	Zip Code	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Name of person making application		Business phone		Home phone	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
Date(s) of event		Type of organization			
<input type="text"/>		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Organization officer's name		City	State	Zip Code	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Organization officer's name		City	State	Zip Code	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Organization officer's name		City	State	Zip Code	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	

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

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7512

6G

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT

Permit Fee \$250 (Renewal Date: April 1)

ID# 64111	License Code CDPBL
Craft My Party LLC	
Craft My Party	
208 State Street N	
Waseca	MN 56093
Business Phone 507-461-6140	

IF NAME AND ADDRESS
SHOWN ARE NOT
CORRECT, MAKE
CHANGES BELOW

Worker's Comp. Ins. Name no employees Policy # _____ Policy Period _____

City/County where permit approved Waseca, mn / Waseca County

Licensee Name Craft My Party LLC

Address, City, State, Zip 208 State St N, Waseca MN 56093

Business Phone 507-837-0209 Email Craftmypartystaff@gmail.com

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Licensee Signature Jamie Y. Genger Date 3/29/2019
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature _____ Date _____
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT
AND RETURN WITH APPLICATION

Amount Received _____

**RESOLUTION 19-18 ACCEPTING RESIGNATION AND DECLARING A
VACANCY**

WHEREAS, the Waseca City Council has received the written resignation Council Member Ann Fitch, effective on March 29, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASECA, MINNESOTA AS FOLLOWS:

1. The City Council accepts Ann Fitch's resignation as described above.
2. The City Council declares that a vacancy exists on the City Council effective on March 29, 2019.

ADOPTED by the Waseca City Council on April 2, 2019

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	RESOLUTION NO. 19-16 RECEIVING BIDS AND AWARDING CONTRACT FOR 2019 3 RD STREET NE STREET AND UTILITY CONSTRUCTION PROJECT, CITY PROJECT NO. 2019-01		
Meeting Date:	April 2, 2019	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution, Bid Tabulation
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Adopt Resolution No. 19-16 Receiving Bids and Awarding Contract for 2019 3 rd Street NE Street and Utility Construction Project, City Projects No. 2019-01.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On February 5, 2019 the City Council approved plans and specifications for the 2019 3rd Street N.E. Street and Utility Construction Project and authorized Staff to advertise for bids. Bids were received on March 26, 2019, in accordance with state statutes.

Two bids were received, a tabulation of those bids is attached. The lowest responsible bid received was from Heselton Construction, LLC in the amount of \$2,571,730.37.

BUDGET IMPACT: The Project is included in the City's 2019 Budget. The low bid of \$2,571,730.37 compares favorably to the engineer's construction cost estimate of \$2,570,688.83. The Project will be funded by an LRIP grant, the Capital Improvement Street Fund, Water Utility Fund, Sanitary Sewer Fund and Special Assessments.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 19-16 Receiving Bids and Awarding the Contract for the 2019 3rd Street N.E. Street and Utility Construction Project, City Projects No. 2019-01, and authorize the City Manager to enter into an agreement with Heselton Construction, LLC in the amount of \$2,571,730.37.

RESOLUTION NO. 19-16

**A RESOLUTION OF THE WASECA CITY COUNCIL
RECEIVING BIDS AND AWARDING THE CONTRACT
FOR 3RD STREET N.E. STREET AND UTILITY CONSTRUCTION PROJECT
CITY PROJECT NO. 2019-01**

WHEREAS, all bids for construction of the 2019 Street and Utility Construction Project, City Project No. 2019-01, are hereby received and tabulated; and

WHEREAS, the bid of Heselton Construction, LLC of Faribault, Minnesota, in the amount of \$2,571,730.37 for the construction of said improvements, in accordance with the plans and specifications and advertisement for bids, is the lowest responsible bid, and shall be and hereby is accepted.

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

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

Adopted this 2nd day of April 2019.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	RESOLUTION NO. 19-17 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WSB, INC. FOR CONSTRUCTION SERVICES FOR THE 2019 3 RD STREET N.E. STREET AND UTILITY CONSTRUCTION PROJECT, CITY PROJECT 2019-01		
Meeting Date:	April 2, 2019	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution, Proposal
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Adopt Resolution No. 19-17 Authorizing the City Manager to Execute a Contract With WSB, Inc. for Construction Services for the 2019 3 rd Street N.E. Street and Utility Construction Project, City Project 2019-01		
How does this item pertain to Vision 2030 goals?	Create High Quality Community Assets		

BACKGROUND: In September 2018 the council authorized WSB, Inc. to prepare plans and specifications for the 3rd Street N.E. Street and Utility Construction Project. The plans are complete, and bids were opened at 10:30 am Tuesday, March 26th. The council is being asked to consider awarding the project to the low bidder at the April 2nd, 2019 meeting. If the council does award the project the next step is to engage an engineering firm to provide construction observation, construction staking and materials testing. WSB, Inc. has submitted a proposal to complete this work.

BUDGET IMPACT: The total proposed fee for construction observation, construction staking and materials testing from WSB, Inc. is \$368,371. This proposal has been reviewed by staff and has been found to be acceptable. The fee has been budgeted for in the 2019 budgeting process.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 19-17 Authorizing the city manager to execute a contract with WSB, Inc. for construction services for the 2019 3rd Street N.E. Street and Utility Construction Project, City Project 2019-01.

RESOLUTION NO. 19-17

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH WSB FOR CONSTRUCTION SERVICES FOR STREET AND
UTILITY RECONSTRUCTION ON 3RD STREET N.E. BETWEEN 4TH AVENUE N.E.
AND 11TH AVENUE N.E.
2019-17**

WHEREAS, 4th Street N.E. needs to be reconstructed and complete street and utility improvements are needed along the route within City Limits,

WHEREAS, the City desires to hire a consultant to provide professional construction services for the street and utility related features of the project,

WHEREAS, through a request for a proposal the City has determined that WSB is qualified to provide said professional services;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Manager for the City of Waseca is hereby authorized to execute a contract with the WSB for construction services related to the reconstruction of 3rd Street N.E. street and utilities.

Adopted this 2nd day of April 2019.

ROY SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER



**WSB
Project Bid Abstract**

Project Name: 3rd Street NE Improvement Project

Client: City of Waseca

Bid Opening: 03/26/2019 10:30 AM

Project No.: R-011736-000

S.A.P. 172-102-001 and S.A.P. 081-613-009

 Denotes corrected figure

	Project: R-011736-000 - 3rd Street NE Improvement Project				Engineers Estimate		Heselton Construction, LLC.		Wencl Construction, Inc.	
Line No.	Item		Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A Surface and Utility Improvements										
1	2021.501	MOBILIZATION	LS	1	\$123,388.33	\$123,388.33	\$48,100.00	\$48,100.00	\$612,354.00	\$612,354.00
2	2101.524	CLEARING	TREE	3	\$250.00	\$750.00	\$755.00	\$2,265.00	\$500.00	\$1,500.00
3	2101.524	GRUBBING	TREE	3	\$250.00	\$750.00	\$108.00	\$324.00	\$500.00	\$1,500.00
4	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	48	\$400.00	\$19,200.00	\$325.00	\$15,600.00	\$500.00	\$24,000.00
5	2104.502	REMOVE CASTING	EACH	1	\$350.00	\$350.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
6	2104.502	REMOVE HYDRANT	EACH	6	\$300.00	\$1,800.00	\$335.00	\$2,010.00	\$300.00	\$1,800.00
7	2104.502	REMOVE GATE VALVE & BOX	EACH	19	\$180.00	\$3,420.00	\$268.00	\$5,092.00	\$200.00	\$3,800.00
8	2104.502	REMOVE SIGN	EACH	14	\$50.00	\$700.00	\$32.35	\$452.90	\$50.00	\$700.00
9	2104.502	SALVAGE SIGN	EACH	6	\$20.00	\$120.00	\$32.35	\$194.10	\$200.00	\$1,200.00
10	2104.503	REMOVE WATER MAIN	L F	3238	\$5.00	\$16,190.00	\$5.80	\$18,780.40	\$1.00	\$3,238.00
11	2104.503	REMOVE WATER SERVICE PIPE	L F	1272	\$25.00	\$31,800.00	\$1.00	\$1,272.00	\$1.00	\$1,272.00
12	2104.503	REMOVE SEWER PIPE (STORM)	L F	4064	\$5.00	\$20,320.00	\$7.60	\$30,886.40	\$1.00	\$4,064.00
13	2104.503	REMOVE SANITARY SERVICE PIPE	L F	1993	\$20.00	\$39,860.00	\$1.50	\$2,989.50	\$1.00	\$1,993.00
14	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	2726	\$6.00	\$16,356.00	\$3.85	\$10,495.10	\$1.00	\$2,726.00
15	2104.503	REMOVE CURB & GUTTER	L F	5573	\$3.00	\$16,719.00	\$2.60	\$14,489.80	\$2.00	\$11,146.00
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	352	\$6.00	\$2,112.00	\$4.85	\$1,707.20	\$6.00	\$2,112.00
17	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	661	\$4.00	\$2,644.00	\$2.10	\$1,388.10	\$5.00	\$3,305.00
18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	584	\$10.00	\$5,840.00	\$6.90	\$4,029.60	\$5.00	\$2,920.00
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	173	\$3.00	\$519.00	\$3.30	\$570.90	\$5.00	\$865.00
20	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	13329	\$3.00	\$39,987.00	\$4.00	\$53,316.00	\$2.00	\$26,658.00
21	2104.504	REMOVE CONCRETE PAVEMENT	S Y	115	\$4.50	\$517.50	\$8.00	\$920.00	\$10.00	\$1,150.00
22	2104.518	REMOVE CONCRETE WALK	S F	19937	\$1.00	\$19,937.00	\$0.75	\$14,952.75	\$3.00	\$59,811.00
23	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	1	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
24	2104.618	SALVAGE BRICK PAVERS	S F	128	\$40.00	\$5,120.00	\$4.70	\$601.60	\$12.00	\$1,536.00

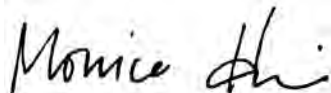
	Project: R-011736-000 - 3rd Street NE Improvement Project					Engineers Estimate		Heselton Construction, LLC.		Wencl Construction, Inc.	
Line No.	Item			Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
25	2105.504	GEOTEXTILE FABRIC TYPE 5		S Y	16096	\$2.00	\$32,192.00	\$1.00	\$16,096.00	\$0.70	\$11,267.20
26	2105.509	STABILIZING AGGREGATE		TON	140	\$40.00	\$5,600.00	\$22.00	\$3,080.00	\$30.00	\$4,200.00
27	2105.601	DEWATERING		LS	1	\$7,500.00	\$7,500.00	\$0.01	\$0.01	\$100.00	\$100.00
28	2106.507	EXCAVATION - COMMON (P)		C Y	7871	\$13.00	\$102,323.00	\$15.70	\$123,574.70	\$10.00	\$78,710.00
29	2106.507	EXCAVATION - SUBGRADE		C Y	700	\$15.00	\$10,500.00	\$11.25	\$7,875.00	\$20.00	\$14,000.00
30	2106.507	SELECT GRANULAR EMBANKMENT (CV)		C Y	5140	\$25.00	\$128,500.00	\$21.85	\$112,309.00	\$22.00	\$113,080.00
31	2112.519	SUBGRADE PREPARATION		RDST	34	\$175.00	\$5,950.00	\$260.00	\$8,840.00	\$1.00	\$34.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM)		HOURL	25	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$100.00	\$2,500.00
33	2130.523	WATER		MGAL	67	\$25.00	\$1,675.00	\$50.00	\$3,350.00	\$20.00	\$1,340.00
34	2131.506	CALCIUM CHLORIDE SOLUTION		GAL	3633	\$3.00	\$10,899.00	\$1.70	\$6,176.10	\$3.00	\$10,899.00
35	2211.507	AGGREGATE BASE (CV) CLASS 5		C Y	3135	\$27.00	\$84,645.00	\$12.25	\$38,403.75	\$30.00	\$94,050.00
36	2331.603	JOINT ADHESIVE		L F	5991	\$1.00	\$5,991.00	\$0.57	\$3,414.87	\$1.00	\$5,991.00
37	2357.506	BITUMINOUS MATERIAL FOR TACK COAT		GAL	740	\$2.50	\$1,850.00	\$2.21	\$1,635.40	\$2.05	\$1,517.00
38	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)		TON	1672	\$66.00	\$110,352.00	\$79.95	\$133,676.40	\$74.15	\$123,978.80
39	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)		TON	1758	\$60.00	\$105,480.00	\$76.55	\$134,574.90	\$71.00	\$124,818.00
40	2451.609	GRANULAR FOUNDATION AND/OR BEDDING		TON	60	\$20.00	\$1,200.00	\$22.00	\$1,320.00	\$50.00	\$3,000.00
41	2502.503	4" TP PIPE DRAIN		L F	491	\$10.00	\$4,910.00	\$18.50	\$9,083.50	\$10.00	\$4,910.00
42	2502.503	6" PERF TP PIPE DRAIN		L F	4849	\$12.00	\$58,188.00	\$15.80	\$76,614.20	\$10.00	\$48,490.00
43	2502.601	IRRIGATION SYSTEM PROVISION		LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00
44	2502.602	6" TP PIPE DRAIN CLEAN OUT		EACH	34	\$300.00	\$10,200.00	\$400.00	\$13,600.00	\$200.00	\$6,800.00
45	2503.503	4" PVC PIPE SEWER		L F	169	\$28.00	\$4,732.00	\$30.00	\$5,070.00	\$20.00	\$3,380.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V		L F	609	\$42.00	\$25,578.00	\$48.00	\$29,232.00	\$30.00	\$18,270.00
47	2503.503	18" RC PIPE SEWER DES 3006 CL V		L F	24	\$48.00	\$1,152.00	\$52.90	\$1,269.60	\$35.00	\$840.00
48	2503.503	24" RC PIPE SEWER DES 3006 CL III		L F	281	\$55.00	\$15,455.00	\$61.00	\$17,141.00	\$45.00	\$12,645.00
49	2503.503	30" RC PIPE SEWER DES 3006 CL III		L F	672	\$65.00	\$43,680.00	\$88.50	\$59,472.00	\$70.00	\$47,040.00
50	2503.503	36" RC PIPE SEWER DES 3006 CL III		L F	194	\$84.00	\$16,296.00	\$124.65	\$24,182.10	\$93.00	\$18,042.00
51	2503.503	42" RC PIPE SEWER DES 3006 CL III		L F	553	\$140.00	\$77,420.00	\$164.00	\$90,692.00	\$135.00	\$74,655.00
52	2503.503	42" RC PIPE SEWER DES 3006 CL IV		L F	659	\$160.00	\$105,440.00	\$188.00	\$123,892.00	\$155.00	\$102,145.00
53	2503.503	48" RC PIPE SEWER DES 3006 CL III		L F	167	\$170.00	\$28,390.00	\$195.40	\$32,631.80	\$170.00	\$28,390.00
54	2503.511	12" PVC PIPE SEWER, SDR 35		L F	428	\$60.00	\$25,680.00	\$37.80	\$16,178.40	\$75.00	\$32,100.00
55	2503.601	STORM SEWER BYPASS PUMPING		LS	1	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$10.00	\$10.00
56	2503.601	SANITARY SEWER BYPASS PUMPING		L S	1	\$8,000.00	\$8,000.00	\$37,500.00	\$37,500.00	\$10.00	\$10.00
57	2503.602	CONNECT TO EXISTING SANITARY SEWER		EACH	7	\$1,000.00	\$7,000.00	\$478.00	\$3,346.00	\$1,000.00	\$7,000.00
58	2503.602	CONNECT TO EXISTING SANITARY SEWER SER		EACH	53	\$550.00	\$29,150.00	\$155.00	\$8,215.00	\$400.00	\$21,200.00
59	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)		LF	1648	\$28.00	\$46,144.00	\$60.00	\$98,880.00	\$10.00	\$16,480.00

	Project: R-011736-000 - 3rd Street NE Improvement Project					Engineers Estimate		Heselton Construction, LLC.		Wencl Construction, Inc.	
Line No.	Item			Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
60	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)		LF	164	\$30.00	\$4,920.00	\$63.00	\$10,332.00	\$20.00	\$3,280.00
61	2503.603	8" PVC PIPE SEWER - SDR 35		L F	1109	\$42.00	\$46,578.00	\$33.40	\$37,040.60	\$70.00	\$77,630.00
62	2503.603	10" PVC PIPE SEWER - SDR 35		L F	537	\$48.00	\$25,776.00	\$39.60	\$21,265.20	\$75.00	\$40,275.00
63	2503.603	15" PVC PIPE SEWER SDR 35		L F	577	\$75.00	\$43,275.00	\$42.40	\$24,464.80	\$80.00	\$46,160.00
64	2503.603	TELEWISE SANITARY SEWER		L F	2651	\$2.00	\$5,302.00	\$1.46	\$3,870.46	\$1.50	\$3,976.50
65	2503.603	TELEWISE SANITARY SEWER SERVICE - LATERAL LAUNCH		LF	2326	\$2.00	\$4,652.00	\$5.04	\$11,723.04	\$1.50	\$3,489.00
66	2503.603	TELEWISE SANITARY SEWER SERVICE - CLEANOUT		LF	1245	\$2.00	\$2,490.00	\$0.10	\$124.50	\$1.50	\$1,867.50
67	2504.601	TEMPORARY WATER SERVICE		LS	1	\$15,000.00	\$15,000.00	\$20,700.00	\$20,700.00	\$100.00	\$100.00
68	2504.602	CONNECT TO EXISTING WATER MAIN		EACH	10	\$1,000.00	\$10,000.00	\$850.00	\$8,500.00	\$800.00	\$8,000.00
69	2504.602	CONNECT TO EXISTING WATER SERVICE		EACH	48	\$300.00	\$14,400.00	\$195.00	\$9,360.00	\$400.00	\$19,200.00
70	2504.602	HYDRANT		EACH	6	\$5,000.00	\$30,000.00	\$4,558.00	\$27,348.00	\$5,000.00	\$30,000.00
71	2504.602	1" CORPORATION STOP		EACH	44	\$350.00	\$15,400.00	\$300.00	\$13,200.00	\$800.00	\$35,200.00
72	2504.602	1.5" CORPORATION STOP		EACH	4	\$450.00	\$1,800.00	\$470.00	\$1,880.00	\$700.00	\$2,800.00
73	2504.602	4" GATE VALVE & BOX		EACH	1	\$1,400.00	\$1,400.00	\$1,365.00	\$1,365.00	\$2,000.00	\$2,000.00
74	2504.602	6" GATE VALVE & BOX		EACH	14	\$1,800.00	\$25,200.00	\$1,620.00	\$22,680.00	\$2,500.00	\$35,000.00
75	2504.602	8" GATE VALVE & BOX		EACH	11	\$2,200.00	\$24,200.00	\$2,065.00	\$22,715.00	\$3,000.00	\$33,000.00
76	2504.602	1" CURB STOP & BOX		EACH	44	\$400.00	\$17,600.00	\$349.00	\$15,356.00	\$400.00	\$17,600.00
77	2504.602	1.5" CURB STOP & BOX		EACH	4	\$400.00	\$1,600.00	\$600.00	\$2,400.00	\$700.00	\$2,800.00
78	2504.603	1" TYPE PE PIPE		L F	1274	\$32.00	\$40,768.00	\$44.20	\$56,310.80	\$10.00	\$12,740.00
79	2504.603	1 1/2" TYPE PE PIPE		L F	91	\$45.00	\$4,095.00	\$46.00	\$4,186.00	\$15.00	\$1,365.00
80	2504.603	6" WATERMAIN DUCTILE IRON CL 50		L F	136	\$30.00	\$4,080.00	\$36.50	\$4,964.00	\$40.00	\$5,440.00
81	2504.603	4" PVC WATERMAIN		L F	8	\$24.00	\$192.00	\$30.35	\$242.80	\$50.00	\$400.00
82	2504.603	6" PVC WATERMAIN		L F	21	\$45.00	\$945.00	\$30.75	\$645.75	\$50.00	\$1,050.00
83	2504.603	8" PVC WATERMAIN		L F	3105	\$32.00	\$99,360.00	\$34.10	\$105,880.50	\$30.00	\$93,150.00
84	2504.604	4" POLYSTYRENE INSULATION		S Y	80	\$35.00	\$2,800.00	\$46.00	\$3,680.00	\$10.00	\$800.00
85	2504.608	DUCTILE IRON FITTINGS		LB	1950	\$5.00	\$9,750.00	\$10.00	\$19,500.00	\$9.00	\$17,550.00
86	2505.601	UTILITY COORDINATION		LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$10.00	\$10.00
87	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1		EACH	19	\$1,600.00	\$30,400.00	\$2,084.00	\$39,596.00	\$800.00	\$15,200.00
88	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2		L F	1	\$20,000.00	\$20,000.00	\$24,500.00	\$24,500.00	\$27,000.00	\$27,000.00
89	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		L F	55.1	\$480.00	\$26,448.00	\$432.00	\$23,803.20	\$400.00	\$22,040.00
90	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		L F	39.2	\$625.00	\$24,500.00	\$523.00	\$20,501.60	\$500.00	\$19,600.00
91	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020		L F	49.3	\$775.00	\$38,207.50	\$655.00	\$32,291.50	\$900.00	\$44,370.00
92	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020		L F	20	\$850.00	\$17,000.00	\$946.00	\$18,920.00	\$1,200.00	\$24,000.00
93	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020		L F	6.5	\$1,050.00	\$6,825.00	\$2,264.00	\$14,716.00	\$2,500.00	\$16,250.00
94	2506.502	CASTING ASSEMBLY		EACH	38	\$475.00	\$18,050.00	\$542.00	\$20,596.00	\$500.00	\$19,000.00

	Project: R-011736-000 - 3rd Street NE Improvement Project				Engineers Estimate		Heselton Construction, LLC.		Wencl Construction, Inc.	
Line No.	Item		Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
95	2506.602	CHIMNEY SEALS	EACH	58	\$250.00	\$14,500.00	\$270.00	\$15,660.00	\$200.00	\$11,600.00
96	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	10	\$3,000.00	\$30,000.00	\$2,728.00	\$27,280.00	\$2,500.00	\$25,000.00
97	2506.602	CONSTRUCT SANITARY MANHOLE OVERDEPTH (>8')	L F	38	\$35.00	\$1,330.00	\$229.00	\$8,702.00	\$250.00	\$9,500.00
98	2521.518	4" CONCRETE WALK	S F	16295	\$4.00	\$65,180.00	\$5.90	\$96,140.50	\$6.25	\$101,843.75
99	2521.518	6" CONCRETE WALK	S F	4434	\$10.00	\$44,340.00	\$11.10	\$49,217.40	\$8.75	\$38,797.50
100	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	5576	\$16.00	\$89,216.00	\$17.80	\$99,252.80	\$14.70	\$81,967.20
101	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	614.4	\$60.00	\$36,864.00	\$73.80	\$45,342.72	\$51.00	\$31,334.40
102	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	52.5	\$75.00	\$3,937.50	\$93.70	\$4,919.25	\$61.00	\$3,202.50
103	2531.601	ADA COMPLIANCE SUPERVISOR	L S	1	\$5,000.00	\$5,000.00	\$645.00	\$645.00	\$100.00	\$100.00
104	2531.618	TRUNCATED DOMES	S F	266	\$50.00	\$13,300.00	\$38.70	\$10,294.20	\$55.00	\$14,630.00
105	2557.602	REPAIR DOG FENCE	EACH	5	\$90.00	\$450.00	\$375.00	\$1,875.00	\$100.00	\$500.00
106	2563.601	TRAFFIC CONTROL	LS	1	\$17,000.00	\$17,000.00	\$11,750.00	\$11,750.00	\$7,000.00	\$7,000.00
107	2564.518	SIGN PANELS TYPE C	S F	164.2	\$50.00	\$8,210.00	\$53.90	\$8,850.38	\$30.00	\$4,926.00
108	2564.602	INSTALL SALVAGED SIGN	EACH	6	\$50.00	\$300.00	\$130.00	\$780.00	\$200.00	\$1,200.00
109	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	5	\$250.00	\$1,250.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
110	2573.501	STORM DRAIN INLET PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$6,340.00	\$6,340.00	\$1,000.00	\$1,000.00
111	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$7,000.00	\$7,000.00	\$1,960.00	\$1,960.00	\$1,000.00	\$1,000.00
112	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00
113	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	2392	\$3.50	\$8,372.00	\$2.16	\$5,166.72	\$3.00	\$7,176.00
114	2574.507	COMMON TOPSOIL BORROW	C Y	40	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$30.00	\$1,200.00
115	2575.504	SODDING TYPE LAWN	S Y	4750	\$9.00	\$42,750.00	\$6.50	\$30,875.00	\$6.00	\$28,500.00
116	2575.560	HYDROMULCH	S Y	2454	\$3.50	\$8,589.00	\$1.35	\$3,312.90	\$1.25	\$3,067.50
117	2575.535	WATER (TURF ESTABLISHMENT)	MGAL	106.4	\$30.00	\$3,192.00	\$17.25	\$1,835.40	\$16.00	\$1,702.40
118	2582.503	4" BROKEN LINE PAINT	L F	1094	\$0.50	\$547.00	\$1.29	\$1,411.26	\$0.25	\$273.50
119	2582.503	12" SOLID LINE PAINT	L F	820	\$1.00	\$820.00	\$2.16	\$1,771.20	\$0.60	\$492.00
120	2582.503	24" SOLID LINE PAINT	L F	153	\$2.00	\$306.00	\$3.77	\$576.81	\$1.20	\$183.60
Total Schedule A Surface and Utility Improvements:						\$2,570,688.83		\$2,571,730.37		\$2,872,681.35
	Total Schedule A Surface and Utility Improvements:					\$2,570,688.83		\$2,571,730.37		\$2,872,681.35
	Totals for Project R-011736-000					\$2,570,688.83		\$2,571,730.37		\$2,872,681.35
	% of Estimate for Project R-011736-000							0.04%		11.75%

I hereby certify that this is an exact reproduction of bids received.

Certified By:



License No. 47497

Date: March 26, 2019



March 26, 2019

Honorable Mayor and City Council
City of Waseca
508 South State Street
Waseca, MN 56093

Re: 3rd Street Improvement Project
WSB Project No. R-011736-000
SAP 172-102-011

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Tuesday March 26, 2019, and were opened and read aloud. Two bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid tabulation indicating Heselton Construction, LLC, Faribault, Minnesota, as the low bidder with a grand total bid in the amount of \$2,571,730.37.

We recommend that the City Council consider these bids and award a contract in the grand total bid in the amount of \$2,571,730.37 to Heselton Construction, LLC, Faribault, Minnesota based on the results of the bids received.

If you have any questions, please contact me at (952) 737-4675.

Sincerely,

WSB

Monica Heil, PE
Project Manager

Attachments

tmw



March 22, 2019

Mr. Tom Kellogg, PE
City Engineer
City of Waseca
508 South State Street
Waseca, MN 56093

**RE: 3rd Street Improvement Project
WSB Project No.11736-000
SAP 172-102-011**

Dear Mr. Kellogg:

WSB is excited about the opportunity to present this proposal for construction services for the City's 3rd Street Improvement Project, SAP 172-102-011, which includes the following major tasks:

- Construction Staking
- Construction Observation and Contract Administration
- Construction Materials Testing
- As-Builts

The proposed scope of services presented in this proposal is based on final design and bidding work already completed under a separate contract and discussions with City Staff.

PROJECT UNDERSTANDING

The 3rd Street Improvement Project consists of the reconstruction of 3rd Street NE, between 4th Avenue NE and 11th Avenue ne. The project will be financed using a combination of Local Road Improvement Program (LRIP) dollars, Municipal State Aid Funds, County State Aid Funds, Special Assessments and local funds. Reconstruction of the streets will include: complete street and sidewalk replacement; watermain, sanitary sewer and storm sewer replacement; and the associated restoration.

Bids will be received for the project on March 26, 2019 and construction is expected to begin in April/May, as weather and load restrictions permit.

PROJECT APPROACH/SCOPE OF SERVICES

WSB's project scope and proposed tasks are based on our understanding of the project, and we propose the following scope of services:

Task 1 – Construction Staking

WSB will provide construction staking and survey for construction of the project. WSB assumes one-time staking, and any re-staking will be billed at a time and materials hourly rate. Our Survey Crew Chief will coordinate with the Construction Observer on site, making any necessary adjustments to the line and grade as local conditions warrant.

WSB survey crews will provide one set of stakes on an offset to be used for station reference, removals, water & sewer services and grading of the roadway. WSB will also provide staking for the trunk sanitary sewer and water main, trunk storm sewer and associated structures, sidewalk

and curb and gutter. WSB survey crews will also provide one set of centerline blue tops as needed to construct the roadway.

Task 2 –Construction Observation and Contract Administration

WSB will provide Construction Observation and Contract Administration services through construction of the project and final project closeout. This will include:

- Preparation of materials for and attendance at the preconstruction meeting for the project.
- Contractor submittal review of all storm sewer structures and material submittals.
- Construction observation for a twenty-nine (29) week construction schedule in 2019 and an additional six (6) weeks in 2020. It is assumed that the construction observer will also be utilized for one week after substantial completion of the project as punchlist items are addressed leading into the winter months.
- Construction Observer attendance at weekly progress meetings with the contractor and City.
- Provide environmental compliance inspection services associated with the City's MS4 permit requirements. In addition to regular compliance inspections performed by the on-site Construction Observer, a WSB Environmental Compliance Specialist will visit the site once-per-month for each month of construction in 2019 and provide a written report to the City within 24-hours detailing their findings. These reports can be used by the City for documenting environmental compliance efforts in accordance with the City's MS4 permit.
- Preparation of all pay vouchers.
- Prepare contract modifications including Work Orders, Change Orders, and Supplemental Agreements.
- Prepare and submit two MnDOT State Aid payment requests for the project on behalf of the City.
- Responding to all contractor requests for information (RFI).

As the project will be partially funded using LRIP and State Aid funds, both the Construction Observer and Construction Project Coordinator will be well-versed with State Aid Standards. Dylan Koch will serve as the Construction Observer for the project, with contract oversight being provided by Eric Breitsprecher, who as a former MnDOT employee, has served as the Chief Inspector on a number of State Aid projects.

Task 3 –Construction Materials Testing

WSB will provide construction materials testing services during construction as outlined in the project specifications. A separate letter proposal detailing this scope of work is attached.

Task 4 – As-Builts

Prepare as-builts consistent with City of Waseca standards for utility work. Deliverables will include both the .pdf version and the AutoCAD Civil 3D.dwg of the as-builts.

PROPOSED FEE

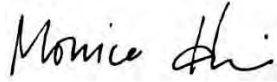
WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with past reconstruction projects in the area. We estimate a fee based on our hourly rate schedule of **\$340,487.00**. This estimate used an assumed 29-week construction duration with full-time construction observation services in 2019 plus six (6) weeks of construction observation work in 2020. All travel time is included in the estimated fee.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns,

please feel free to contact me at (952) 737-4675. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

A handwritten signature in black ink that reads "Monica Heil". The signature is written in a cursive, flowing style.

Monica Heil, PE
Senior Director of Municipal Services

Attachments

ACCEPTED BY:

City of Waseca

By: _____
Lee Mattson, City Manager

Date: _____

Attest: _____
Mike Anderson, Assistant to the City Manager



Task Description										Cost	
		Project Manager	Project Engineer	Construction Project Coordinator	Admin	Survey Coordinator	Two Person Survey Crew	Environmental Compliance Specialist	Construction Observer		Total Hours
		Monica Heil	Shannon Heitmann	Eric Breitsprecher	Tabitha Walsh	Pete Helder		Taylor Engstrom	Dylan Koch		
1	Assisting the City with Construction Management										
1.1	Preconstruction Meeting Attendance	4		4			4		4	16	\$2,412.00
1.2	Weekly Meeting Attendance*			90					35	125	\$16,545.00
1.3	Construction Observation							24	2100	2124	\$184,668.00
1.4	Construction Administration	30		175						205	\$31,530.00
1.5	Construction Staking					24	280			304	\$56,608.00
1.6	Project Closeout	4		40	2				60	106	\$12,064.00
1.7	Materials Testing									LS	\$27,884.00
1.8	As-Builts	2	24				24		8	58	\$8,776.00
Task 1 Total Estimated Hours and Fee		40	24	309	2	24	308	24	2207	2938	\$340,487.00
*This assumes a 29-week construction duration with weekly project status meetings and full time inspection services in 2019, plus 6- weeks of obseravation in 2020.											
Total Estimated Hours		40	24	309	2	24	308	24	2207	2938	
Average Hourly Billing Rate		176.00	132.00	150.00	70.00	142.00	190.00	82.00	87.00		
Total Fee by Labor Classification		\$7,040.00	\$3,168.00	\$46,350.00	\$140.00	\$3,408.00	\$58,520.00	\$1,968.00	\$192,009.00		\$340,487.00
TOTAL PROJECT COST											\$340,487.00



March 17, 2019

Mr. Tom Kellogg
City Engineer
City of Waseca
508 South State Street
Waseca, MN 56093

Re: Proposal for Construction Materials Testing
3rd Street NE Improvement Project
City Project No. 1901
SAP 172-102-001 / 081-613-009
WSB Project No. R-011736-000
Waseca, Minnesota

Dear Mr. Kellogg:

WSB is pleased to present this proposal to provide professional services for construction materials testing in conjunction with the above referenced project. The following includes a description of our understanding of the project, an outline of the scope of work and an estimate of charges for these services.

PROJECT INFORMATION

It is our understanding that this project will consist of roadway, utility and concrete improvements for 3400 linear feet along 3rd Street NE in Waseca, Minnesota. Project plans and specifications, dated February 5, 2019, were available for review at the time of this proposal. Based on the quantities presented in the project plans and specifications, we have prepared a material testing estimate based on the MnDOT 2018 State-Aid for Local Transportation (SALT) Schedule of Materials Control. We understand the project will include the following relevant construction activities:

- Subgrade preparation
- Curb and gutter placement
- Concrete flatwork
- Utility installation
- Bituminous paving

SCOPE OF SERVICES

We will assign a qualified engineering technician to perform construction materials testing for this project in accordance with MnDOT requirements. The work will be performed by technicians under the direct supervision of a registered Professional Engineer. We anticipate our work will be provided on a part-time, will-call basis as requested by the owner or their representative. Based on our experience with similar type construction; we anticipate the following inspection and testing services will be required:

Soils and Aggregates:

- Perform laboratory proctor tests, gradations, and quality testing on subgrade and imported materials, as necessary.
- Perform density and moisture testing by nuclear gauge on fill and backfill placed during earthwork operations.
- Perform dynamic cone penetrometer testing during placement of aggregate base materials.

Concrete:

- Perform field testing of plastic concrete including air content, slump, and temperature.
- Cast 4-inch by 8-inch cylinders for compressive strength testing.
- Transport samples to the laboratory for curing and compressive strength testing.

Bituminous:

- Obtain companion samples from contractor during each day of paving operations.
- Perform laboratory testing on each companion sample for MnDOT gyratory mix properties.
- Obtain companion core samples after each day of paving operations and deliver to laboratory for testing of density and thickness.

Project Documentation:

- Provide MnDOT documentation for Preliminary and Final Grading & Base reports.
- Provide MnDOT documentation for Random Sampling worksheets.
- Compilation of all MnDOT forms and testing documentation which will be included in a project close-out document.

COSTS

Enclosed is the Construction Materials Testing Estimate of Costs for the various phases of the work indicated. We have estimated a Total Minimum Cost for the project which is based on the minimum number of tests required according to the 2018 MnDOT SALT Schedule of Materials Control. Based on similar project experience and project phasing, WSB recommends that the Total Probable Cost of **\$27,884** be used for budgeting purposes. Nevertheless, fees for the project will depend on the amount of observation and testing requested by the design team and the owner.

If there are additional services necessary for this project that are not included in this proposal, we would be happy to discuss how WSB can assist.

SCHEDULE

WSB is prepared to meet your project schedule. We anticipate the owner's representative will handle coordination of the site services and that we will be given sufficient advance notification when tests and inspections are required.

ACCEPTANCE

This letter represents our complete understanding of the proposed scope of services. If you are in agreement with the scope of services, proposed fees and enclosed General Contract Provisions please have an authorized representative of your firm sign in the appropriate space below and return one copy to my attention. If you have any questions about this proposal, please feel free to contact Emily DeSchepper at (612) 289-3048 or Joe Carlson at (612) 499-8416.

This fee proposal is valid for ninety (90) days from the creation date noted in the header. WSB may reissue a revised proposal upon request if the indicated time period has lapsed. Should the scope of work change in nature or be expanded to include additional services, we reserve the right to renegotiate the fees with you.

WSB appreciates the opportunity of being considered for this project and we look forward to providing our professional services to you.

Sincerely,

WSB


Emily DeSchepper
Graduate Civil Engineer


Joe Carlson, PE
Construction Materials Testing Division

Enclosures: Construction Materials Testing Estimate of Costs (SALT 2018)
MnDOT Grading and Base Report – Preliminary
General Contract Provisions 11.01.16

ACCEPTED BY: CITY OF WASECA

The City of Waseca hereby accepts the WSB proposal for Construction Materials Testing as outlined above and according to the general contract provisions enclosed.

Signature: _____

Name: _____

Title: _____

Date: _____



City of Waseca

3rd Street NE Improvement Project

SAP 081-613-009 & 172-102-011 / City Project No. 1901 / WSB Project No. R-011736-000

Construction Materials Testing Estimate of Costs (2018 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 2,000 yd ³ (CV) 4,000 tons Divide into lots with lot size no greater than 2,000 yd ³ (CV) or 4,000 tons. Test two random samples from each lot and average.	3135 CY	4	5	\$150.00	\$600.00	\$750.00
3025	Stabilizing Aggregate	1 / 40,000 YD ³ (CV) or 1 / 80,000 tons	140 tons	0	1	\$150.00	\$0.00	\$150.00
3025	Select Granular Embankment	1 / 40,000 YD ³ (CV) or 1 / 80,000 tons	5140 CY	1	2	\$150.00	\$150.00	\$300.00
3025	Granular Bedding	1 per source	60 tons	0	1	\$150.00	\$0.00	\$150.00
Total Minimum Cost for Section							\$750.00	
Total Probable Cost for Section							\$1,350.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Select Granular Emb. Trench Backfill Subgrade Preparation	5	7	\$150.00	\$750.00	\$1,050.00
Total Minimum Cost for Section							\$750.00	
Total Probable Cost for Section							\$1,050.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 density test per 500 yd³ (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd³ (CV) or 1,800 Tons.	3135 CY	7	9	\$45.00	\$315.00	\$405.00
3510	Granular Materials	Roadway Embankment: One test per 2,000 yd³ (CV) or if test rolled, One test per 4,000 yd³ (CV).	5140 CY	3	4	\$16.00	\$48.00	\$64.00
3510	Non-Granular Materials	Structures Trenches: One test/500 feet of each structure length at various depths.	Sanitary: 2820 LF (6) Storm: 3159 LF (7) Water: 3241 LF (7)	20	25	\$16.00	\$320.00	\$400.00
3510		Subgrade Preparation: One per 25 road stations.	34 RDST	2	3	\$16.00	\$32.00	\$48.00
				Total Minimum Cost for Section			\$715.00	
				Total Probable Cost for Section			\$917.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 yd ³ up to 10 maximum. For quality compaction test at Engineer's discretion.	3135 CY	4	5	\$15.00	\$60.00	\$75.00
3250	All Embankment Materials	1 / 10,000 yd ³ up to 10 maximum. For quality compaction, test at Engineer's discretion	5140 CY	1	2	\$15.00	\$15.00	\$30.00
3250	Subgrade Preparation	1 per 25 Road Stations. For quality compaction test at Engineer's discretion	34 RDST	2	3	\$15.00	\$30.00	\$45.00
Total Minimum Cost for Section							\$105.00	
Total Probable Cost for Section							\$150.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
3060 3110	Aggregate Base Carbonate Quarry Rock LAR, Insoluble Residue	1 per source (unless directed by Engineer)	1	1	1	\$360.00	\$360.00	\$360.00
3110	Granular Materials Carbonate Quarry (Stabilizing/Fine Bedding/Medium Filter) Insoluble Residue	1 per source (unless directed by Engineer)	1	1	1	\$240.00	\$240.00	\$240.00
Total Minimum Cost for Section							\$600.00	
Total Probable Cost for Section							\$600.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 cubic yards / mix type / day (1 set of 4 cylinders)	4" Walk: 202 CY 6" Walk: 83 CY B618 C&G: 280 CY 6" Driveway: 103 CY 8" Driveway: 12 CY	8	14	\$120.00	\$960.00	\$1,680.00
Total Minimum Cost for Section							\$960.00	
Total Probable Cost for Section							\$1,680.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyrotory Mix Properties	1 / mix type / day	Wear (3,C): 1672 tons NW (3,C): 1758 tons	4	8	\$540.00	\$2,160.00	\$4,320.00
4080	Core Thickness & Density	1 Companion Core per Lot		8	12	\$45.00	\$360.00	\$540.00
				Total Minimum Cost for Section			\$2,520.00	
				Total Probable Cost for Section			\$4,860.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Miscellaneous Testing								
3253	Topsoil Material - Gradation, Hydrometer, Organic Content, pH	1 per source At Engr's Discretion	Common Topsoil Borrow	0	1	\$280.00	\$0.00	\$280.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$280.00	

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	78	98	\$7,644.00
2190	Trip Charge	90	45	\$4,050.00
CMT01	Sample Pick-Up Time	58	51	\$2,958.00
CMT90	Project Administration	68	2	\$136.00
CMT70	Project Assistant	88	18	\$1,584.00
CMT80	Project Engineer	125	5	\$625.00
Field and Overhead Subtotal				\$16,997.00
Testing Subtotal (minimum-probable)				\$6,400.00 - \$10,887.00

Total Estimated Minimum Cost		\$23,397.00
Total Estimated Probable Cost		\$27,884.00

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

**ARTICLE 4 – CONSTRUCTION
OBSERVATION**

If requested by Client, Consultant shall visit the project during construction to become familiar

with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

**ARTICLE 5 – OPINIONS OF PROBABLE
COST**

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost

of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service

without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence,

discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished,

prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.