

**Work Session: 6 P.M.**  
**2020 Budget Kickoff**

REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, JULY 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 : June 4, 2019
  - B. Payroll & Expenditures
  - C. Approval of FBO Hangar Payment
  - D. Approval of 3<sup>rd</sup> Street N.E. Improvement Project – Payment Request #2
  - E. **Resolution 19-33** – A Resolution Amending City of Waseca Budget for Calendar Year 2018
- 7     ACTION AGENDA
  - A. **Resolution 19-32** – A Resolution of the Waseca City Council Discontinuing Subdivision Regulations to the Unincorporated Territory within Two Miles of the City of Waseca.
  - B. RCCA: Private Docks on Public Property
- 8     REPORTS
  - A. City Manager’s Report
  - B. Commission Reports
    - Fire Relief (Conrath)
    - HPC (Tloughan)
    - Airport Board (Rose)

- Park Board (Christiensen)

9      ANNOUNCEMENTS

10     ADJOURNMENT

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, JUNE 18, 2019

**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	Jeremy Conrath
	Daren Arndt	Larry Johnson
	Mark Christiansen	Les Tloughan

Councilmembers Absent: Allan Rose

Staff Present: Mike Anderson, Assistant to the City Manager  
Carl Sonnenberg, Utilities Director  
Ranae Schult, Administrative Assistant  
Scott Girtler, Waseca Police Department

**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 Arndt, seconded by Conrath, to approve the agenda as presented. Motion carried 6-0.

**PUBLIC COMMENT**

- 4 None.

**REQUESTS AND PRESENTATIONS**

- 5 None.

**CONSENT AGENDA**

- 6 It was moved by Arndt, seconded by Christiansen, to approve the Consent Agenda as presented. The motion carried 6-0, and included the following:

- A. Minutes – Regular City Council Meeting & Work Session – June 4, 2019
- B. Payroll & Expenditures
- C. **Resolution 19-27:** Approving off site gambling for Waseca Hockey Association (County Fair)
- D. Approval of Change Order Request: 3<sup>rd</sup> Street Project

- E. Approval of Temporary Liquor License for Waseca County Fair: Waseca Ag Society
- F. **Resolution 19-29:** Authorizing 2018 Transfers
- G. **Resolution 19-30:** Amending 2019 Budget
- H. Approval of new Kwik Trip 3.2 Liquor and Tobacco Applications
- I. Approval of Change Order Requests 8, 9, 10: Highway 14/Elm Avenue
- J. Approval of Extension of Premise; Box Car Bar (July 26/27)
- K. Approval of Contract Payments: 2019 Well Maintenance Projects
- L. Approval of Contract Payments: 2019 Crack Seal/Seal Coat Project

### **ACTION AGENDA**

#### **7A Ordinance 1070: Regarding Streets & Sidewalk Right of Way Management**

The City Council has approved a small wireless aesthetics policy and a small wireless agreement Policy. Ordinance 1070 merges these two policies with the City Code concerning Right-of-Way Management.

**Mayor Srp opened the Public Hearing at 7:05 p.m. No comments were received. Mayor Srp closed the Public Hearing at 7:06 p.m.**

It was moved by Conrath, seconded by Tlougan, to adopt Ordinance 1070; AN ORDINANCE OF THE CITY OF WASECA, MINNESOTA AMENDING CHAPTER 94 OF THE CITY CODE REGARDING STREETS AND SIDEWALKS RIGHT-OF-WAY MANAGEMENT; the motion carried 6-0.

#### **7B Resolution 19-31: City Code 131.01 – Private Docks on City Property**

At the June 4, 2019 City Council meeting, Council agreed to place discussion of the City's current ordinance and policy pertaining to private docks on public property on a future work session. Since that date, several Councilmembers requested immediate action on this issue.

This issue was precipitated by the placement of a private dock on Clear Lake upon property that City Staff are fairly certain is owned by the City.

Considerable discussion was held regarding the need for proof of ownership of the property. Discussion was also held regarding the need for insurance, if the property is deemed to be owned by the City, and if the City wishes to allow renting out space for docks.

Mayor Srp read into the record an email from Erik Ordahl, Associate Attorney, Flaherty & Hood, P.A., regarding the need for proof of ownership and insurance requirements.

It was moved by Christiansen, seconded by Srp; to amend Resolution 19-31, item 2, to read as follows: *A public hearing to be determined to consider a repeal and replacement of City Code Chapter 131.01;* the motion carried 6-0.

It was moved by Conrath, seconded by Arndt, to require the current dock owner on the east side of Clear Lake to acquire liability insurance; the motion carried 6-0.

It was moved by Tloutan, seconded by Conrath, to direct the City Manager to work to determine proper ownership of the property; the motion carried 6-0.

Staff was directed to keep Council updated on this issue.

**7C Introduce Ordinance 1072: Cable Franchise Extension & Set Public Hearing**

The cable television franchise agreement with Mediacom Minnesota LLC, is set to expire on December 31, 2019. In order to extend this agreement, a public hearing is required.

It was moved by Conrath, seconded by Arndt, to approve the introduction of Ordinance No. 1072 and set the public hearing date to July 16, 2019; motion carried 6-0.

**REPORTS**

**8A City Manager's Report**

Mike Anderson, Assistant to the City Manager, provided the following tentative timeline provided by the City Manager for the development and adoption of the 2020 City of Waseca Budget:

- July 2: Council Budget Kickoff Work Session 6:00 p.m.
- July 11: CIP Work Session 6:00 p.m.
- July 25: CIP Work Session 6:00 p.m.
- August 14: General Fund Work Session 6:00 p.m.
- September 12: Final Review of Draft Budget/Levy 6:00 p.m.
- September 17: Preliminary Tax Levy approved by City Council

**8B Commission Reports**

- Economic Development Authority: Mayor Srp
  - Developing a Rapid Response Team to address new business inquiries.
  - City Manager provided information on the role of the EDA
- Discover Waseca Tourism: Conrath
  - June meeting was held at *Taste of the Farm* at FarmAmerica.
  - The July meeting will be held at the Fairgrounds getting the booth ready for the fair.

**ANNOUNCEMENTS**

9 No additional announcements were made by the City Council.

**ADJOURNMENT**

- 10      There being no further business to be brought before the Council, it was moved by Arndt, seconded by Conrath, to adjourn the meeting at 7:53 p.m.; the motion carried 6-0.

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R. D. SRP  
MAYOR

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RANAE SCHULT  
ADMINISTRATIVE ASSISTANT



6B

CITY OF WASECA

Check Register - Council  
Check Issue Dates: 6/15/2019 - 6/27/2019Page: 1  
Jun 27, 2019 12:49PM

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
06/27/2019	153796	NeoFunds	Postage	101-15510-0000	1,000.00	
Total 101155100000:					1,000.00	
06/27/2019	61915	MN Sales and Use Tax Payable	May Sales tax payable	101-20210-0000	866.64	M
Total 101202100000:					866.64	
06/27/2019	61918	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 6/16/2019	101-21701-0000	18,409.15	M
Total 101217010000:					18,409.15	
06/27/2019	61921	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 6/16/2019	101-21702-0000	8,849.43	M
Total 101217020000:					8,849.43	
06/27/2019	61918	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/16/2019	101-21703-0000	8,662.02	M
06/27/2019	61918	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/16/2019	101-21703-0000	8,662.02	M
Total 101217030000:					17,324.04	
06/27/2019	61917	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 6/16/2019	101-21704-0000	1,240.89	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 6/16/201	101-21704-0000	8,065.52	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 6/16/2019	101-21704-0000	6,534.33	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 6/16/2019	101-21704-0000	88.05	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 6/16/201	101-21704-0000	8,065.52	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 6/16/2019	101-21704-0000	9,801.44	M
06/27/2019	61917	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 6/16/2019	101-21704-0000	88.05	M
Total 101217040000:					33,883.80	
06/27/2019	20190546	Greater Mankato Area United Way	UNITED WAY Pay Period: 6/16/2019	101-21708-0000	15.00	
Total 101217080000:					15.00	
06/27/2019	153795	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 6/16/2019	101-21711-0000	208.00	
Total 101217110000:					208.00	
06/27/2019	61918	ACH Internal Revenue Service	MEDICARE Pay Period: 6/16/2019	101-21712-0000	2,820.84	M
06/27/2019	61918	ACH Internal Revenue Service	MEDICARE Pay Period: 6/16/2019	101-21712-0000	2,820.84	M
Total 101217120000:					5,641.68	
06/27/2019	61925	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 6/16/2019	101-21713-0000	885.00	M
06/27/2019	61925	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 6/16/2019	101-21713-0000	395.00	M
Total 101217130000:					1,280.00	
06/27/2019	61924	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 6/16/2019	101-21714-0000	1,315.00	M
Total 101217140000:					1,315.00	
06/27/2019	61922	AFLAC	AFLAC AFTER TAX Pay Period: 6/2/2019	101-21715-0000	289.38	M
06/27/2019	61922	AFLAC	AFLAC PRE TAX Pay Period: 6/2/2019	101-21715-0000	630.15	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/27/2019	61922	AFLAC	AFLAC AFTER TAX Pay Period: 6/16/2019	101-21715-0000	289.38	M
06/27/2019	61922	AFLAC	AFLAC PRE TAX Pay Period: 6/16/2019	101-21715-0000	630.15	M
Total 101217150000:					1,839.06	
06/27/2019	61928	Further	Claim reimbursement	101-21716-0000	2,520.11	M
06/27/2019	61926	Further	HSA DEDUCTION Pay Period: 6/16/2019	101-21716-0000	442.84	M
Total 101217160000:					2,962.95	
06/27/2019	61923	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 6/16/2019	101-21717-0000	1,220.57	M
Total 101217170000:					1,220.57	
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 6/2/2019	101-21720-0000	3,124.80	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 6/2/2019	101-21720-0000	12,499.20	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 6/2/2019	101-21720-0000	8,633.50	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 6/2/2019	101-21720-0000	3,437.50	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 6/2/2019	101-21720-0000	1,381.10	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 6/2/2019	101-21720-0000	5,524.40	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	Dis & Cobra	101-21720-0000	3,712.00	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	Wellman	101-21720-0000	2,358.00	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	Kolling	101-21720-0000	1,736.00	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 6/16/2019	101-21720-0000	3,124.80	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 6/16/2019	101-21720-0000	12,499.20	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 6/16/2019	101-21720-0000	8,633.50	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 6/16/2019	101-21720-0000	3,437.50	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 6/16/2019	101-21720-0000	1,381.10	M
06/27/2019	61920	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 6/16/2019	101-21720-0000	5,524.40	M
Total 101217200000:					72,291.00	
06/27/2019	20190569	Srp, Roy D.	Technology reimbursement	101-41110-3200	130.45	
Total 101411103200:					130.45	
06/27/2019	20190543	Discover Waseca Tourism	May Lodging	101-41110-4440	2,593.75	
Total 101411104440:					2,593.75	
06/27/2019	20190578	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41320-1340	37.98	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41320-1340	4.02	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41320-1340	11.15	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41320-1340	4.46	M
Total 101413201340:					57.61	
06/27/2019	153807	Shred-it USA LLC	Monthly Service	101-41320-3100	13.89	
Total 101413203100:					13.89	
06/27/2019	20190556	Larson, Kristy	Mileage for conference	101-41320-3300	64.96	



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413203300:					64.96
06/27/2019	20190577	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	25.00
Total 101413204930:					25.00
06/27/2019	153774	Cintas Corporation	First aid cabinet supplies	101-41320-4940	86.68
Total 101413204940:					86.68
06/27/2019	20190525	A. H. Hermel Company	Pop for vending machine	101-41320-4945	23.75
Total 101413204945:					23.75
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41500-1340	39.46 M
Total 101415001340:					39.46
06/27/2019	61919	Further	Admin Fees Flex/HSA	101-41500-1600	209.45 M
Total 101415001600:					209.45
06/27/2019	20190549	Innovative Office Supply	Footrest - H&W	101-41500-2200	37.92
Total 101415002200:					37.92
06/27/2019	153813	U.S. Treasury	PCORI Fees	101-41500-3000	197.81
Total 101415003000:					197.81
06/27/2019	20190545	Flaherty & Hood PA	May Legal Services	101-41600-3000	3,045.00
06/27/2019	20190545	Flaherty & Hood PA	April Service	101-41600-3000	31.25
06/27/2019	20190555	Kennedy & Kennedy Law Office	May Legal Services	101-41600-3000	888.00
06/27/2019	153815	Waseca County Auditor-Treasurer	Legal Services contract payment	101-41600-3000	5,370.33
Total 101416003000:					9,334.58
06/27/2019	20190561	Pantheon Computer Systems Inc.	Updated Firewall for Water Park	101-41920-2050	1,295.00
Total 101419202050:					1,295.00
06/27/2019	20190561	Pantheon Computer Systems Inc.	July Service	101-41920-3100	6,315.75
Total 101419203100:					6,315.75
06/27/2019	20190549	Innovative Office Supply	Office Supplies	101-41940-2000	25.81
Total 101419402000:					25.81
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-41940-2170	21.98
06/27/2019	153804	Red Feather Paper Company	2 ply tissue, roll towels, can liners	101-41940-2170	29.87
Total 101419402170:					51.85
06/27/2019	20190534	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/27/2019	153773	Cintas Corporation	Floor Mats	101-41940-3100	63.45
06/27/2019	153773	Cintas Corporation	Floor mat	101-41940-3100	63.45
06/27/2019	153773	Cintas Corporation	Floor mat	101-41940-3100	63.45
06/27/2019	153773	Cintas Corporation	Floor Mats	101-41940-3100	63.45
06/27/2019	153773	Cintas Corporation	Floor mat	101-41940-3100	63.45
06/27/2019	20190541	Culligan	Softener	101-41940-3100	201.37
06/27/2019	20190541	Culligan	RO Lease	101-41940-3100	28.95
06/27/2019	153799	Orkin Pest Control Inc.	City Hall Pest Control	101-41940-3100	93.29
Total 101419403100:					903.48
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-41940-3200	159.97
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-41940-3200	81.69
Total 101419403200:					241.66
06/27/2019	153772	Centerpoint Energy	Monthly Billing	101-41940-3800	134.29
Total 101419403800:					134.29
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-41950-1340	49.22 M
Total 101419501340:					49.22
06/27/2019	20190531	Berry Pallets Inc	1st half tax abatement 2019	101-41950-4310	8,015.50
06/27/2019	153780	Elegant Creations	1st half tax abatement 2019	101-41950-4310	2,786.00
06/27/2019	153786	Latham Place	1st half Tax abatement 2019	101-41950-4310	4,909.00
06/27/2019	153805	RepNet Inc	1st half tax abatement 2019	101-41950-4310	2,568.00
06/27/2019	153820	Winegar Inc.	1st half tax abatement 2019	101-41950-4310	4,799.50
Total 101419504310:					23,078.00
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-42100-1340	461.60 M
Total 101421001340:					461.60
06/27/2019	20190549	Innovative Office Supply	Office supplies	101-42100-2000	21.89
Total 101421002000:					21.89
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-42100-2170	23.97
06/27/2019	20190541	Culligan	Culligan	101-42100-2170	29.95
Total 101421002170:					53.92
06/27/2019	20190571	Streicher's	Uniform expense	101-42100-2180	67.99-
06/27/2019	20190571	Streicher's	Uniform expense	101-42100-2180	129.99
Total 101421002180:					62.00
06/27/2019	153779	Driver and Vehicle Services	police vehicle registration	101-42100-3000	11.00
06/27/2019	153792	Mittelsteadt, Brenda	Refund/damage	101-42100-3000	51.00
Total 101421003000:					62.00
06/27/2019	153773	Cintas Corporation	Floor Mats	101-42100-3100	15.28

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/27/2019	153773	Cintas Corporation	Floor Mats	101-42100-3100	15.29
06/27/2019	153781	Equipment Management Company	Genesis Tools	101-42100-3100	710.00
06/27/2019	153807	Shred-it USA LLC	Monthly Service	101-42100-3100	13.90
Total 101421003100:					754.47
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-42100-3200	159.97
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-42100-3200	256.11
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-42100-3200	24.72
Total 101421003200:					440.80
06/27/2019	153770	Bock's Service Inc.	Tire repair	101-42100-4040	22.00
Total 101421004040:					22.00
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-42200-1340	56.97 M
Total 101422001340:					56.97
06/27/2019	20190535	Central Fire Protection Inc.	Fire extinguishers	101-42200-2160	69.00
Total 101422002160:					69.00
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-42200-2170	29.98
06/27/2019	153778	Driver and Vehicle Services	police license plates	101-42200-2170	36.00
06/27/2019	20190571	Streicher's	replacement badge	101-42200-2170	139.00
Total 101422002170:					204.98
06/27/2019	20190552	Jefferson Fire & Safety Inc	Helmets	101-42200-2180	101.00
06/27/2019	20190571	Streicher's	credit for uniforms	101-42200-2180	123.99-
06/27/2019	153817	Waseca Fire Relief Association	Reimburse T shirts	101-42200-2180	816.00
Total 101422002180:					793.01
06/27/2019	20190560	Municipal Emergency Services Inc.	SCBA Pack Tracker	101-42200-2190	1,421.88
Total 101422002190:					1,421.88
06/27/2019	153773	Cintas Corporation	Floor Mats	101-42200-3100	15.29
06/27/2019	153773	Cintas Corporation	Floor Mats	101-42200-3100	15.28
Total 101422003100:					30.57
06/27/2019	153768	Ancom Communications Inc	pager repair	101-42200-3200	13.00
06/27/2019	153768	Ancom Communications Inc	pager repair	101-42200-3200	60.85
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-42200-3200	24.73
Total 101422003200:					98.58
06/27/2019	153806	Riverland Community College	rochester sectional school	101-42200-3310	300.00
06/27/2019	20190565	Safety& Security Consult Specialists LLC	Training	101-42200-3310	1,100.00
Total 101422003310:					1,400.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-42200-3800	26.48	
Total 101422003800:					26.48	
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-42400-1340	21.47	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-42400-1340	6.76	M
Total 101424001340:					28.23	
06/27/2019	20190537	City Building Inspection Services LLC	building inpsctions	101-42400-3000	4,132.15	
Total 101424003000:					4,132.15	
06/27/2019	20190557	Lenz Lawn Care & Landscaping Inc.	Lawn Mowing	101-42400-3100	45.00	
Total 101424003100:					45.00	
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43000-1340	6.97	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43000-1340	98.07	M
Total 101430001340:					105.04	
06/27/2019	20190549	Innovative Office Supply	Office Supplies	101-43000-2000	22.41	
Total 101430002000:					22.41	
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43100-1340	98.34	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43100-1340	1.95	M
Total 101431001340:					100.29	
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-43100-2170	169.65	
06/27/2019	20190550	James Brothers Construction Inc.	Gravel	101-43100-2170	580.00	
06/27/2019	153802	PowerPlan - RDO Equipment Co.	Knob	101-43100-2170	19.54	
06/27/2019	20190566	Sanco Equipment LLC	Tamper	101-43100-2170	2,850.00	
06/27/2019	20190573	Timm's Trucking Inc.	Demo load charge	101-43100-2170	195.52	
Total 101431002170:					3,814.71	
06/27/2019	20190550	James Brothers Construction Inc.	Keller Driveway Gravel	101-43100-2172	500.00	
Total 101431002172:					500.00	
06/27/2019	20190527	AmeriPride Services Inc	uniform-service	101-43100-2180	169.20	
06/27/2019	20190527	AmeriPride Services Inc	uniform-service	101-43100-2180	173.12	
Total 101431002180:					342.32	
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-43100-2400	59.98	
06/27/2019	20190575	Total Tool Supply Inc.	cement tools	101-43100-2400	405.37	
Total 101431002400:					465.35	
06/27/2019	20190563	R.I.C Properties LLC	Kritzer Building Rental	101-43100-3100	650.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431003100:					650.00
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-43100-3200	26.48
Total 101431003200:					26.48
06/27/2019	153772	Centerpoint Energy	Monthly Billing	101-43100-3800	122.62
Total 101431003800:					122.62
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43125-1340	25.50 M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43125-1340	1.95 M
Total 101431251340:					27.45
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43170-1340	5.46 M
Total 101431701340:					5.46
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-43220-1340	9.11 M
Total 101432201340:					9.11
06/27/2019	20190579	Waseca Glass Inc.	Concession Screen TLCF	101-45100-2170	700.00
Total 101451002170:					700.00
06/27/2019	20190525	A. H. Hermel Company	Concession supplies for TLCF	101-45100-2500	152.36
06/27/2019	20190525	A. H. Hermel Company	Concession Supplies for TLCF	101-45100-2500	131.44
06/27/2019	153787	Lau's Meat Market	Hot dog buns	101-45100-2500	13.16
Total 101451002500:					296.96
06/27/2019	20190548	Independent School District #829	City Contribution Com Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-45100-3200	22.98
Total 101451003200:					22.98
06/27/2019	153790	LeSueur-Waseca Public Health Services	Application and Fee	101-45100-4500	275.00
Total 101451004500:					275.00
06/27/2019	20190570	StarGuard Elite	Certification Certificates	101-45130-2000	375.00
Total 101451302000:					375.00
06/27/2019	153784	Hawkins Inc	WWP Equipment Parts	101-45130-2210	528.03
Total 101451302210:					528.03
06/27/2019	20190525	A. H. Hermel Company	Concession Supplies	101-45130-2500	2,781.72
06/27/2019	20190525	A. H. Hermel Company	Concession supplies WWP	101-45130-2500	433.37

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/27/2019	153787	Lau's Meat Market	Hot dog buns	101-45130-2500	3.29
06/27/2019	153787	Lau's Meat Market	Hot dogs and buns	101-45130-2500	66.19
06/27/2019	153787	Lau's Meat Market	Buns	101-45130-2500	19.74
Total 101451302500:					3,304.31
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-45130-3200	156.36
Total 101451303200:					156.36
06/27/2019	153789	Legacy Signs	Dry Erase signs	101-45130-3400	90.00
Total 101451303400:					90.00
06/27/2019	20190538	Connors Plumbing & Heating Inc.	Repairs and Maintenance toilet sensors	101-45130-4000	5,917.00
06/27/2019	153782	Ferguson Enterprises Inc	Shower heads	101-45130-4000	389.50
Total 101451304000:					6,306.50
06/27/2019	153793	MN Department of Labor & Industry	Boiler Inspection	101-45130-4500	20.00
Total 101451304500:					20.00
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-45200-1340	81.97 M
06/27/2019	61927	Reliance Standard	July LTD Insurance	101-45200-1340	17.85 M
Total 101452001340:					99.82
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-45200-2170	85.30
06/27/2019	20190541	Culligan	Culligan Water	101-45200-2170	36.50
06/27/2019	20190573	Timm's Trucking Inc.	Topsoil	101-45200-2170	382.26
06/27/2019	20190573	Timm's Trucking Inc.	Topsoil	101-45200-2170	507.55
06/27/2019	153818	Waseca Floral	Park Flowers	101-45200-2170	739.99
Total 101452002170:					1,751.60
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-45200-2280	507.98
Total 101452002280:					507.98
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	101-45200-2400	64.99
Total 101452002400:					64.99
06/27/2019	20190553	Jobs Plus Inc.	Park Clean up	101-45200-3100	596.75
06/27/2019	153798	Omni Contracting Inc	Lighting Work	101-45200-3100	1,375.00
Total 101452003100:					1,971.75
06/27/2019	153772	Centerpoint Energy	Monthly Billing	101-45200-3800	60.70
06/27/2019	153772	Centerpoint Energy	Monthly Billing	101-45200-3800	16.80
Total 101452003800:					77.50
06/27/2019	20190536	Christensen Tire Service	Tire Repair	101-45200-4040	20.25
06/27/2019	20190559	MTI Distributing Inc.	Toro Repair	101-45200-4040	28.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452004040:					49.04
06/27/2019	153799	Orkin Pest Control Inc.	Library-Pest control	101-45500-3100	69.00
Total 101455003100:					69.00
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-45500-3800	47.99
06/27/2019	153776	Consolidated Communications	Monthly Billing	101-45500-3800	3.51
Total 101455003800:					51.50
Total General Fund:					254,570.11
<b>Charter Oaks-TIF</b>					
06/27/2019	153801	Park Manor at Academy Village LLP	1st half TIF 2019	222-46650-4300	5,884.53
Total 222466504300:					5,884.53
Total Charter Oaks-TIF:					5,884.53
<b>Waseca Village TIF</b>					
06/27/2019	153819	Waseca Leased Housing Association	1st half TIF 2019	224-46670-4300	3,454.48
Total 224466704300:					3,454.48
Total Waseca Village TIF:					3,454.48
<b>TIF District 27</b>					
06/27/2019	153821	Worke Fox Meadows LLC	1st half TIF 2019	227-46650-4300	8,555.19
Total 227466504300:					8,555.19
Total TIF District 27:					8,555.19
<b>Airport</b>					
06/27/2019	153773	Cintas Corporation	Floor mat	230-49810-2170	3.84
Total 230498102170:					3.84
06/27/2019	20190545	Flaherty & Hood PA	May Legal Services	230-49810-3000	36.25
Total 230498103000:					36.25
06/27/2019	153810	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
Total 230498103100:					2,300.00
06/27/2019	61929	CenturyLink	Airport Phone	230-49810-3200	103.98 M
Total 230498103200:					103.98
06/27/2019	153772	Centerpoint Energy	Monthly Billing	230-49810-3800	18.93
06/27/2019	61931	Xcel Energy	May Service	230-49810-3800	47.10 M
06/27/2019	61930	Xcel Energy	May service	230-49810-3800	155.52 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 230498103800:					221.55	
06/27/2019	153794	Morgan, Douglas Donald	Annual maintenance agreement	230-49810-4100	1,500.00	
Total 230498104100:					1,500.00	
Total Airport:					4,165.62	
<b>Economic Development-General f</b>						
06/27/2019	61927	Reliance Standard	July LTD Insurance	261-46700-1340	11.16	M
Total 261467001340:					11.16	
06/27/2019	153811	Turner, Darrell	June Service	261-46700-3100	5,000.00	
Total 261467003100:					5,000.00	
06/27/2019	20190568	Southern MN Initiative Fund	2019 Sponsorship	261-46700-3300	500.00	
Total 261467003300:					500.00	
Total Economic Development-General f:					5,511.16	
<b>Police Reserve</b>						
06/27/2019	20190542	Deweese, Matt	Police Reserve for Katie o'learys	275-49212-3100	75.00	
06/27/2019	153791	Miller, Ali	Police Reserve for Katies	275-49212-3100	75.00	
06/27/2019	20190564	Rogers, Tony	Police reserve for Katie's O'Leary	275-49212-3100	75.00	
Total 275492123100:					225.00	
Total Police Reserve:					225.00	
<b>Safe Haven Grant</b>						
06/27/2019	61927	Reliance Standard	July LTD Insurance	279-46350-1340	31.09	M
Total 279463501340:					31.09	
Total Safe Haven Grant:					31.09	
<b>PEG Channel</b>						
06/27/2019	153803	RadioShack	USB Wall chargers for Peg	290-41920-2170	24.98	
Total 290419202170:					24.98	
Total PEG Channel:					24.98	
<b>Capital Improvement</b>						
06/27/2019	20190547	Heselton Construction LLC	Payment No. 2	430-43010-5560	323,460.18	
06/27/2019	20190580	WSB & Associates Inc	3rd St NE Engineering Services	430-43010-5560	39,323.25	
Total 430430105560:					362,783.43	
Total Capital Improvement:					362,783.43	



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Water						
06/27/2019	61915	MN Sales and Use Tax Payable	May Sales tax payable	601-20210-0000	1,599.66	M
Total 601202100000:					1,599.66	
06/27/2019	153784	Hawkins Inc	BEF Chemical Well 4	601-49401-2170	342.51	
06/27/2019	153784	Hawkins Inc	City Wells Chemicals	601-49401-2170	1,403.94	
Total 601494012170:					1,746.45	
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49430-1340	24.46	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49430-1340	24.88	M
Total 601494301340:					49.34	
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	601-49430-2170	31.35	
Total 601494302170:					31.35	
06/27/2019	20190540	Core & Main LP	valves & hydrants	601-49430-2230	23.50	
Total 601494302230:					23.50	
06/27/2019	20190527	AmeriPride Services Inc	uniform service	601-49430-3100	10.00	
06/27/2019	20190527	AmeriPride Services Inc	uniform service	601-49430-3100	10.00	
06/27/2019	20190527	AmeriPride Services Inc	uniform service	601-49430-3100	10.00	
Total 601494303100:					30.00	
06/27/2019	153775	CJ Masonry	Concrete Repair	601-49430-4000	4,250.00	
Total 601494304000:					4,250.00	
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49585-1340	20.56	M
Total 601495851340:					20.56	
06/27/2019	20190549	Innovative Office Supply	Office Supplies	601-49585-2000	18.19	
Total 601495852000:					18.19	
06/27/2019	153776	Consolidated Communications	Monthly Billing	601-49585-3200	42.66	
06/27/2019	153812	U.S. Postal Service	Postage - July utility bills	601-49585-3200	434.74	
Total 601495853200:					477.40	
06/27/2019	20190562	Personalized Printing Inc.	Envelopes	601-49585-3500	547.24	
Total 601495853500:					547.24	
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49586-1340	4.02	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49586-1340	2.58	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	601-49586-1340	12.96	M
Total 601495861340:					19.56	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/27/2019	153767	American Water Works Association	AWWA Subscription	601-49586-4330	324.00
Total 601495864330:					324.00
06/27/2019	20190561	Pantheon Computer Systems Inc.	July Service	601-49586-4950	902.25
Total 601495864950:					902.25
06/27/2019	153775	CJ Masonry	Concrete Repair	601-49593-5300	1,250.00
Total 601495935300:					1,250.00
06/27/2019	20190558	M & R Electric Inc.	Dampner motor	601-49593-5400	643.39
Total 601495935400:					643.39
06/27/2019	20190528	Baker Tilly Municipal Advisors LLC	2011A Arbitrage Final Calc	601-49980-6200	3,100.00
Total 601499806200:					3,100.00
Total Water:					15,032.89
<b>Sanitary Sewer</b>					
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49470-1340	32.78 M
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49470-1340	1.95 M
Total 602494701340:					34.73
06/27/2019	153798	Omni Contracting Inc	Antenna work	602-49470-3000	1,635.00
Total 602494703000:					1,635.00
06/27/2019	153776	Consolidated Communications	Monthly Billing	602-49470-3200	407.22
Total 602494703200:					407.22
06/27/2019	153772	Centerpoint Energy	Monthly Billing	602-49470-3800	33.14
Total 602494703800:					33.14
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	602-49470-4020	5.07
06/27/2019	20190575	Total Tool Supply Inc.	SW lift electric hole saws	602-49470-4020	257.15
Total 602494704020:					262.22
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49480-1340	73.38 M
Total 602494801340:					73.38
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	602-49480-2170	5.98
06/27/2019	153804	Red Feather Paper Company	Lab towels	602-49480-2170	84.00
Total 602494802170:					89.98
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	602-49480-2180	199.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802180:					199.99
06/27/2019	153771	C & D Oil Services of Waseca LLC	Used Oil Filter Disposal	602-49480-2210	25.00
06/27/2019	153800	Ovivo USA LLC	Clarifier parts	602-49480-2210	1,052.06
06/27/2019	153814	USA Blue Book	Blowers	602-49480-2210	1,059.98
Total 602494802210:					2,137.04
06/27/2019	153773	Cintas Corporation	Janitorial supplies	602-49480-3100	19.28
06/27/2019	20190551	Javens Mechanical Contracting Co.	MAU, unit heaters	602-49480-3100	444.59
06/27/2019	20190558	M & R Electric Inc.	kElectrician	602-49480-3100	363.94
06/27/2019	153809	Spee-Dee Delivery Service Inc.	Speedee Shipping	602-49480-3100	15.37
Total 602494803100:					843.18
06/27/2019	153776	Consolidated Communications	Monthly Billing	602-49480-3200	145.42
Total 602494803200:					145.42
06/27/2019	20190572	Terrell, Tim	Wastewater Class registration	602-49480-3300	250.00
Total 602494803300:					250.00
06/27/2019	153772	Centerpoint Energy	Monthly Billing	602-49480-3800	1,084.16
06/27/2019	153822	Xcel Energy	June service	602-49480-3800	11,599.43
Total 602494803800:					12,683.59
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49585-1340	20.56 M
Total 602495851340:					20.56
06/27/2019	20190549	Innovative Office Supply	Office Supplies	602-49585-2000	18.19
Total 602495852000:					18.19
06/27/2019	153776	Consolidated Communications	Monthly Billing	602-49585-3200	42.66
06/27/2019	153812	U.S. Postal Service	Postage - July utility bills	602-49585-3200	434.74
Total 602495853200:					477.40
06/27/2019	20190562	Personalized Printing Inc.	Envelopes	602-49585-3500	547.23
Total 602495853500:					547.23
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49586-1340	4.02 M
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49586-1340	2.58 M
06/27/2019	61927	Reliance Standard	July LTD Insurance	602-49586-1340	12.96 M
Total 602495861340:					19.56
06/27/2019	20190561	Pantheon Computer Systems Inc.	July Service	602-49586-4950	902.25
Total 602495864950:					902.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/27/2019	20190533	Border States Electric Supply	SW lift project	602-49593-5300	3,104.06	
Total 602495935300:					3,104.06	
Total Sanitary Sewer:					23,884.14	
<b>Electric Utility</b>						
06/27/2019	61916	MN Sales and Use Tax Payable	June Estimate payment	604-20210-0000	24,100.00	M
06/27/2019	61915	MN Sales and Use Tax Payable	May Sales tax payable	604-20210-0000	27,139.70	M
Total 604202100000:					51,239.70	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49570-1340	3.14	M
Total 604495701340:					3.14	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49571-1340	69.28	M
Total 604495711340:					69.28	
06/27/2019	20190532	Bomgaars Supply	Parts & Supplies	604-49571-2170	44.85	
Total 604495712170:					44.85	
06/27/2019	20190530	Bartz, Tom	ANSI Safety Glasses	604-49571-2190	200.00	
Total 604495712190:					200.00	
06/27/2019	20190533	Border States Electric Supply	Meter Sockets	604-49571-2215	331.76	
Total 604495712215:					331.76	
06/27/2019	20190526	Accurate Calibration Services	Meter Test Board Calibration	604-49571-3100	1,100.00	
Total 604495713100:					1,100.00	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49572-1340	6.97	M
Total 604495721340:					6.97	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49573-1340	12.56	M
Total 604495731340:					12.56	
06/27/2019	20190550	James Brothers Construction Inc.	Sewer Televiser Larry Johnson Rental	604-49573-3100	180.00	
Total 604495733100:					180.00	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49574-1340	3.53	M
Total 604495741340:					3.53	
06/27/2019	20190554	JT Services of MN	Street lights	604-49574-2230	661.78	
Total 604495742230:					661.78	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49584-1340	2.65	M
Total 604495841340:					2.65	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49585-1340	20.68	M
Total 604495851340:					20.68	
06/27/2019	20190549	Innovative Office Supply	Office Supplies	604-49585-2000	18.20	
Total 604495852000:					18.20	
06/27/2019	153776	Consolidated Communications	Monthly Billing	604-49585-3200	79.98	
06/27/2019	153776	Consolidated Communications	Monthly Billing	604-49585-3200	26.48	
06/27/2019	153812	U.S. Postal Service	Postage - July utility bills	604-49585-3200	434.74	
Total 604495853200:					541.20	
06/27/2019	20190562	Personalized Printing Inc.	Envelopes	604-49585-3500	547.23	
Total 604495853500:					547.23	
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49586-1340	3.26	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49586-1340	4.94	M
06/27/2019	61927	Reliance Standard	July LTD Insurance	604-49586-1340	13.34	M
Total 604495861340:					21.54	
06/27/2019	153777	Dave Berg Consulting LLC	Territory Review	604-49586-3000	800.00	
06/27/2019	20190555	Kennedy & Kennedy Law Office	May Legal Services	604-49586-3000	96.00	
Total 604495863000:					896.00	
06/27/2019	153807	Shred-it USA LLC	Monthly Service	604-49586-3100	13.89	
Total 604495863100:					13.89	
06/27/2019	20190561	Pantheon Computer Systems Inc.	July Service	604-49586-4950	902.25	
Total 604495864950:					902.25	
06/27/2019	20190533	Border States Electric Supply	Conversion Materials	604-49593-5300	214.20	
06/27/2019	20190533	Border States Electric Supply	Conversion Materials	604-49593-5300	734.77	
Total 604495935300:					948.97	
06/27/2019	20190529	Barr Engineering Company	Substation Switch Project	604-49593-5400	2,507.36	
Total 604495935400:					2,507.36	
Total Electric Utility:					60,273.54	
<b>Storm Water Utility</b>						
06/27/2019	61927	Reliance Standard	July LTD Insurance	651-43140-1340	10.93	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 651431401340:					10.93	
06/27/2019	20190544	ESS Brothers & Sons Inc	drain grates	651-43140-4000	798.50	
06/27/2019	153782	Ferguson Enterprises Inc	pipe fittings	651-43140-4000	221.98	
06/27/2019	153783	Hancock Concrete Products LLC	Catch Basins	651-43140-4000	2,461.00	
Total 651431404000:					3,481.48	
06/27/2019	61927	Reliance Standard	July LTD Insurance	651-49585-1340	3.25	M
Total 651495851340:					3.25	
Total Storm Water Utility:					3,495.66	
<b>Central Garage Services</b>						
06/27/2019	61927	Reliance Standard	July LTD Insurance	701-43180-1340	33.20	M
Total 701431801340:					33.20	
06/27/2019	20190539	Continental Research Corporation	silicon sealant	701-43180-2170	243.72	
Total 701431802170:					243.72	
06/27/2019	153765	Ag Partners Coop	Oil	701-43180-2210	817.00	
06/27/2019	153766	Altec Industries Inc.	Bucket Truck Repair	701-43180-2210	17.68	
06/27/2019	153769	Auto Value Waseca	Valve	701-43180-2210	101.98	
06/27/2019	153769	Auto Value Waseca	Battery	701-43180-2210	230.00	
06/27/2019	153785	Kibble Equipment	Filters	701-43180-2210	288.45	
06/27/2019	153785	Kibble Equipment	Filters	701-43180-2210	581.27	
06/27/2019	153785	Kibble Equipment	Flasher	701-43180-2210	94.41	
06/27/2019	153808	Sirek Hydraulic Service	hyd hose repair	701-43180-2210	51.93	
06/27/2019	20190567	Smiths Mill Implement Inc.	Mower Rotary	701-43180-2210	571.80	
06/27/2019	20190567	Smiths Mill Implement Inc.	Returned part	701-43180-2210	191.96	
06/27/2019	20190567	Smiths Mill Implement Inc.	Rotary Mower part	701-43180-2210	55.02	
06/27/2019	20190576	Trenchers Plus Inc.	Hose and coupler	701-43180-2210	881.94	
Total 701431802210:					3,499.52	
06/27/2019	20190574	Tool Sales Company	Tools	701-43180-2400	30.00	
Total 701431802400:					30.00	
Total Central Garage Services:					3,806.44	
<b>Property and Liability Insuran</b>						
06/27/2019	153797	Old Republic Surety Group	Annual Hwy Bond	702-49955-3620	250.00	
Total 702499553620:					250.00	
Total Property and Liability Insuran:					250.00	
<b>Worker's Compensation Insuranc</b>						
06/27/2019	153788	League of MN Cities Insurance Trust	3rd Qtr Work Comp	703-49956-1510	32,776.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 703499561510:					32,776.00
Total Worker's Compensation Insuranc:					32,776.00
<b>Equipment Replacement Fund</b>					
06/20/2019	153764	Deml Ford Lincoln Mercury Inc	Parks Truck	705-49970-5400	26,361.00
06/27/2019	153816	Waseca County License Bureau	New Parks Truck	705-49970-5400	2,182.72
Total 705499705400:					28,543.72
Total Equipment Replacement Fund:					28,543.72
Grand Totals:					813,267.98

## Report Criteria:

Report type: GL detail  
[Report].Amount = {<>} 0

# PAYMENT APPLICATION

<b>TO:</b> City of Waseca 508 S State Street Waseca MN 56093	<b>PROJECT NAME AND LOCATION:</b> 18011 Waseca Municipal Airport 35493 110th Street Waseca MN 56093 <b>INVOICE #:</b> 19063	<b>APPLICATION #</b> 5 <b>PERIOD THRU:</b> 06/30/2019 <b>Owner Project #:</b> A8101-31 <b>DATE OF CONTRACT:</b> 5/15/2018	<b>Distribution to:</b> ___ OWNER ___ ARCHITECT ___ CONTRACTOR
<b>FROM:</b> APX Construction Group, LLC 1020 Innovation Lane Mankato MN 56001	<b>ARCHITECT:</b> City of Waseca 508 S State Street Waseca MN 56093		

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
Continuation Page is attached

<b>1. CONTRACT AMOUNT</b>	654,946.60
<b>2. SUM OF ALL CHANGE ORDERS</b>	23,880.00
<b>3. CURRENT CONTRACT AMOUNT</b> (Line 1 + 2)	678,826.60
<b>4. TOTAL COMPLETED AND STORED</b> (Column G on Continuation Page)	493,696.00
<b>5. RETAINAGE:</b>	
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	12,451.80
B. 5% of Material Stored (Column F on Continuation Page)	12233.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	24,684.80
<b>6. TOTAL COMPLETED AND STORED LESS RETAINAGE:</b> (Line 4 minus Line 5 Total)	469,011.20
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:</b>	382,513.70
<b>8. CURRENT PAYMENT DUE:</b>	86,497.50
<b>9. BALANCE TO FINISH:</b> Line 3 - Line 6	209,815.40

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	23,880.00	0.00
Total approved this month	0.00	0.00
TOTALS	23,880.00	0.00
NET CHANGES	23,880.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: APX Construction Group, LLC

By:

*Mitchel Pohlfing*

Date:

6/12/19

State of: **Minnesota**

County of: **Blue Earth**

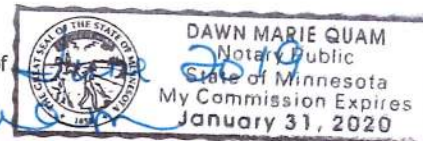
Subscribed and sworn to before me this 12<sup>th</sup> day of June

Notary Public:

*Dawn Marie Quam*

My Commission Expires:

1-31-2020



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: .....86,497.50

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: **TKDA** City of Waseca

By:

*[Signature]*

Date:

6/18/19

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



PAYMENT APPLICATION DETAILS	
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**Customer:** City of Waseca  
**Project:** Waseca Municipal Airport

For Period Ending: 06/30/2019

For Period Ending: 06/30/2019

[illegible]

# PAYMENT APPLICATION DETAILS

**Customer:** City of Waseca  
**Project:** Waseca Municipal Airport

**Application Number:** 5  
**For Period Ending:** 06/30/2019

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %		Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
18	105-1 Pavement marking	900.00	0.00	0.00	0.00	0.00	0.00	900.00	0.00
19	111-1 Seeding, class II	1,770.60	0.00	0.00	0.00	0.00	0.00	1,770.60	0.00
20	111-2 Sodding	1,600.00	0.00	0.00	0.00	0.00	0.00	1,600.00	0.00
21	111-3 Water	2,400.00	0.00	0.00	0.00	0.00	0.00	2,400.00	0.00
22	111-7 Wood fiber blanket	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
23	111-8 Landscaping rock	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00
24	112-1 Silt fence	900.00	900.00	0.00	0.00	900.00	100.00	0.00	45.00
25	112-2 Sediment log	450.00	450.00	0.00	0.00	450.00	100.00	0.00	22.50
26	114-1 Install salvaged chain link fence	760.00	0.00	0.00	0.00	0.00	0.00	760.00	0.00
27	200-1 Hangar electrical construction	64,000.00	0.00	0.00	0.00	0.00	0.00	64,000.00	0.00
28	300-1 Hangar mechanical construction	47,000.00	0.00	26,000.00	0.00	26000.00	55.32	21,000.00	1,300.00
29	500-1 Pre-engineered metal hangar bldg	416,000.00	104000.00	58,600.00	208000.00	370600.00	89.09	45,400.00	18,530.00
30	500-2 Suspended mezzanine	73,320.00	21996.00	6,450.00	36660.00	65106.00	88.80	8,214.00	3,255.30
CO01	Soil Correction	23,880.00	23880.00	0.00	0.00	23880.00	100.00	0.00	1,194.00
TOTAL:		678,826.60	157,986.00	91,050.00	244660.00	493696.00	72.73	185,130.60	24,684.80

**CONTRACT CONSTRUCTION PAYMENT REQUEST**

DATE: June 26, 2019

TO: Mayor & City Council  
Lee Mattson, City Manager

PROJECT NAME: 3rd St Improvement project

CITY PROJECT NO. 2019-01

PAYMENT REQUEST : NO. 2

PAYMENT PERIOD : 05/30/2019-6/25/2019

CONTRACTOR: Heselton Construction LLC

PAYMENT AMOUNT: \$323,460.18

Approved By:

Department Head

Date

Director of Finance

Date

City Manager

Date



# CITY OF WASECA

508 S. State St  
Waseca, MN 56093  
Project R-011736-000 - 3rd Street NE Improvement Project  
Pay Voucher No. 2

Contractor: Heselton Construction, LLC.  
P.O. Box 246  
Faribault, MN 55021

Contract No.  
Vendor No.  
For Period: 5/30/2019 - 6/25/2019  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

## Contract Amounts

Original Contract	\$2,571,730.37
Contract Changes	\$4,199.64
Revised Contract	\$2,575,930.01

## Work Certified To Date

Base Bid Items	\$483,353.03
Backsheet	\$0.00
Change Order	\$2,013.62
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$485,366.65

## Funds Encumbered

Original	\$2,571,730.37
Additional	N/A
Total	\$2,571,730.37

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-011736-000	\$340,484.40	\$485,366.65	\$24,268.33	\$137,638.14	\$323,460.18	\$461,098.32
Percent Retained: 5.0000%				Percent Complete: 18.8424%		
Amount Paid This Pay Voucher					\$323,460.18	

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

Approved By

County/City/Project Engineer

Date

Approved By Heselton Construction, LLC.

Contractor

Date



**R-011736-000 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	04/30/2019	05/29/2019	\$144,882.25	\$7,244.11	\$137,638.14
2	05/30/2019	06/25/2019	\$340,484.40	\$17,024.22	\$323,460.18
<b>Totals:</b>			<b>\$485,366.65</b>	<b>\$24,268.33</b>	<b>\$461,098.32</b>

**R-011736-000 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
001	104,159.58	5,207.98	41,334.07	57,617.53	98,951.60
002	193,511.89	9,675.59	308.75	183,527.55	183,836.30
003	0.00	0.00	0.00	0.00	0.00
004	0.00	0.00	0.00	0.00	0.00
005	102,503.35	5,125.17	44,079.38	53,298.80	97,378.18
006	83,178.21	4,158.91	51,915.93	27,103.37	79,019.30
UNF	485,366.65	24,268.33	137,638.14	323,460.18	461,098.32
<b>Totals:</b>	<b>\$968,719.67</b>	<b>\$48,435.98</b>	<b>\$275,276.27</b>	<b>\$645,007.42</b>	<b>\$920,283.69</b>

**R-011736-000 Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	323,460.18	2,575,930.01	2,571,730.37	461,098.32
<b>Totals:</b>		<b>\$323,460.18</b>	<b>\$2,575,930.01</b>	<b>\$2,571,730.37</b>	<b>\$461,098.32</b>

R-011736-000 Project Material Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Schedule A Surface and Utility Improvements									
1	2021.501	MOBILIZATION	LS	\$48,100.00	1	0.54	\$25,974.00	0.67	\$32,227.00
2	2101.524	CLEARING	TREE	\$755.00	3	0	\$0.00	7	\$5,285.00
3	2101.524	GRUBBING	TREE	\$108.00	3	0	\$0.00	7	\$756.00
4	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$325.00	48	8	\$2,600.00	14	\$4,550.00
5	2104.502	REMOVE CASTING	EACH	\$100.00	1	0	\$0.00	0	\$0.00
6	2104.502	REMOVE HYDRANT	EACH	\$335.00	6	1	\$335.00	2	\$670.00
7	2104.502	REMOVE GATE VALVE & BOX	EACH	\$268.00	19	1	\$268.00	6	\$1,608.00
8	2104.502	REMOVE SIGN	EACH	\$32.35	14	0	\$0.00	0	\$0.00
9	2104.502	SALVAGE SIGN	EACH	\$32.35	6	0	\$0.00	1	\$32.35
10	2104.503	REMOVE WATER MAIN	L F	\$5.80	3238	305	\$1,769.00	875	\$5,075.00
11	2104.503	REMOVE WATER SERVICE PIPE	L F	\$1.00	1272	320	\$320.00	320	\$320.00
12	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$7.60	4064	852	\$6,475.20	852	\$6,475.20
13	2104.503	REMOVE SANITARY SERVICE PIPE	L F	\$1.50	1993	245	\$367.50	397	\$595.50
14	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$3.85	2726	340	\$1,309.00	840	\$3,234.00
15	2104.503	REMOVE CURB & GUTTER	L F	\$2.60	5573	1614	\$4,196.40	2591	\$6,736.60
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$4.85	352	0	\$0.00	0	\$0.00
17	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.10	661	0	\$0.00	0	\$0.00
18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$6.90	584	0	\$0.00	0	\$0.00
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$3.30	173	0	\$0.00	0	\$0.00
20	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.00	13329	0	\$0.00	6357	\$25,428.00
21	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$8.00	115	0	\$0.00	0	\$0.00



**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
22	2104.518	REMOVE CONCRETE WALK	S F	\$0.75	19937	2301.5	\$1,726.13	2301.5	\$1,726.13
23	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
24	2104.618	SALVAGE BRICK PAVERS	S F	\$4.70	128	16	\$75.20	16	\$75.20
25	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.00	16096	1763	\$1,763.00	1763	\$1,763.00
26	2105.509	STABILIZING AGGREGATE	TON	\$22.00	140	0	\$0.00	0	\$0.00
27	2105.601	DEWATERING	LS	\$0.01	1	0	\$0.00	0	\$0.00
28	2106.507	EXCAVATION - COMMON (P)	C Y	\$15.70	7871	960	\$15,072.00	960	\$15,072.00
29	2106.507	EXCAVATION - SUBGRADE	C Y	\$11.25	700	0	\$0.00	0	\$0.00
30	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$21.85	5140	588	\$12,847.80	588	\$12,847.80
31	2112.519	SUBGRADE PREPARATION	RDST	\$260.00	34	3.45	\$897.00	3.45	\$897.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$150.00	25	5	\$750.00	8	\$1,200.00
33	2130.523	WATER	MGAL	\$50.00	67	0	\$0.00	0	\$0.00
34	2131.506	CALCIUM CHLORIDE SOLUTION	GAL	\$1.70	3633	0	\$0.00	0	\$0.00
35	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$12.25	3135	294	\$3,601.50	294	\$3,601.50
36	2331.603	JOINT ADHESIVE	L F	\$0.57	5991	0	\$0.00	0	\$0.00
37	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.21	740	0	\$0.00	0	\$0.00
38	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$79.95	1672	0	\$0.00	0	\$0.00
39	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)	TON	\$76.55	1758	0	\$0.00	0	\$0.00
40	2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	\$22.00	60	0	\$0.00	0	\$0.00

**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
41	2502.503	4" TP PIPE DRAIN	L F	\$18.50	491	119	\$2,201.50	119	\$2,201.50
42	2502.503	6" PERF TP PIPE DRAIN	L F	\$15.80	4849	680	\$10,744.00	680	\$10,744.00
43	2502.601	IRRIGATION SYSTEM PROVISION	LS	\$8,000.00	1	0	\$0.00	0	\$0.00
44	2502.602	6" TP PIPE DRAIN CLEAN OUT	EACH	\$400.00	34	6	\$2,400.00	6	\$2,400.00
45	2503.503	4" PVC PIPE SEWER	L F	\$30.00	169	56	\$1,680.00	56	\$1,680.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$48.00	609	8	\$384.00	8	\$384.00
47	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$52.90	24	0	\$0.00	0	\$0.00
48	2503.503	24" RC PIPE SEWER DES 3006 CL III	L F	\$61.00	281	0	\$0.00	0	\$0.00
49	2503.503	30" RC PIPE SEWER DES 3006 CL III	L F	\$88.50	672	0	\$0.00	0	\$0.00
50	2503.503	36" RC PIPE SEWER DES 3006 CL III	L F	\$124.65	194	0	\$0.00	0	\$0.00
51	2503.503	42" RC PIPE SEWER DES 3006 CL III	L F	\$164.00	553	234	\$38,376.00	234	\$38,376.00
52	2503.503	42" RC PIPE SEWER DES 3006 CL IV	L F	\$188.00	659	483	\$90,804.00	483	\$90,804.00
53	2503.503	48" RC PIPE SEWER DES 3006 CL III	L F	\$195.40	167	89	\$17,390.60	89	\$17,390.60
54	2503.511	12" PVC PIPE SEWER, SDR 35	L F	\$37.80	428	0	\$0.00	83	\$3,137.40
55	2503.601	STORM SEWER BYPASS PUMPING	LS	\$2,500.00	1	0.25	\$625.00	0.25	\$625.00
56	2503.601	SANITARY SEWER BYPASS PUMPING	L S	\$37,500.00	1	0	\$0.00	0	\$0.00
57	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$478.00	7	0	\$0.00	2	\$956.00
58	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$155.00	53	7	\$1,085.00	11	\$1,705.00
		4" PVC SERVICE,							



**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
59	2503.603	SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$60.00	1648	296.8	\$17,808.00	406.8	\$24,408.00
60	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$63.00	164	37.2	\$2,343.60	79.2	\$4,989.60
61	2503.603	8" PVC PIPE SEWER - SDR 35	L F	\$33.40	1109	0	\$0.00	0	\$0.00
62	2503.603	10" PVC PIPE SEWER - SDR 35	L F	\$39.60	537	0	\$0.00	451	\$17,859.60
63	2503.603	15" PVC PIPE SEWER SDR 35	L F	\$42.40	577	0	\$0.00	0	\$0.00
64	2503.603	TELEWISE SANITARY SEWER	L F	\$1.46	2651	0	\$0.00	0	\$0.00
65	2503.603	TELEWISE SANITARY SEWER SERVICE - LATERAL LAUNCH	LF	\$5.04	2326	0	\$0.00	0	\$0.00
66	2503.603	TELEWISE SANITARY SEWER SERVICE - CLEANOUT	LF	\$0.10	1245	0	\$0.00	0	\$0.00
67	2504.601	TEMPORARY WATER SERVICE	LS	\$20,700.00	1	0.25	\$5,175.00	0.5	\$10,350.00
68	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	10	0	\$0.00	1	\$850.00
69	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$195.00	48	8	\$1,560.00	8	\$1,560.00
70	2504.602	HYDRANT	EACH	\$4,558.00	6	1	\$4,558.00	2	\$9,116.00
71	2504.602	1" CORPORATION STOP	EACH	\$300.00	44	7	\$2,100.00	7	\$2,100.00
72	2504.602	1.5" CORPORATION STOP	EACH	\$470.00	4	1	\$470.00	1	\$470.00
73	2504.602	4" GATE VALVE & BOX	EACH	\$1,365.00	1	0	\$0.00	0	\$0.00
74	2504.602	6" GATE VALVE & BOX	EACH	\$1,620.00	14	1	\$1,620.00	3	\$4,860.00
75	2504.602	8" GATE VALVE & BOX	EACH	\$2,065.00	11	1	\$2,065.00	4	\$8,260.00
76	2504.602	1" CURB STOP & BOX	EACH	\$349.00	44	7	\$2,443.00	7	\$2,443.00
77	2504.602	1.5" CURB STOP & BOX	EACH	\$600.00	4	1	\$600.00	1	\$600.00
78	2504.603	1" TYPE PE PIPE	L F	\$44.20	1274	301	\$13,304.20	301	\$13,304.20

**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
79	2504.603	1 1/2" TYPE PE PIPE	L F	\$46.00	91	27	\$1,242.00	27	\$1,242.00
80	2504.603	6" WATERMAIN DUCTILE IRON CL 50	L F	\$36.50	136	0	\$0.00	0	\$0.00
81	2504.603	4" PVC WATERMAIN	L F	\$30.35	8	0	\$0.00	3	\$91.05
82	2504.603	6" PVC WATERMAIN	L F	\$30.75	21	24	\$738.00	84	\$2,583.00
83	2504.603	8" PVC WATERMAIN	L F	\$34.10	3105	305	\$10,400.50	815	\$27,791.50
84	2504.604	4" POLYSTYRENE INSULATION	S Y	\$46.00	80	3.55	\$163.30	7.1	\$326.60
85	2504.608	DUCTILE IRON FITTINGS	LB	\$10.00	1950	72	\$720.00	263	\$2,630.00
86	2505.601	UTILITY COORDINATION	LS	\$1,000.00	1	0	\$0.00	0.36	\$360.00
87	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$2,084.00	19	1	\$2,084.00	1	\$2,084.00
88	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2	L F	\$24,500.00	1	0	\$0.00	0	\$0.00
89	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$432.00	55.1	0	\$0.00	0	\$0.00
90	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$523.00	39.2	0	\$0.00	0	\$0.00
91	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$655.00	49.3	20.35	\$13,329.25	20.35	\$13,329.25
92	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	L F	\$946.00	20	6.79	\$6,423.34	6.79	\$6,423.34
93	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	L F	\$2,264.00	6.5	0	\$0.00	0	\$0.00
94	2506.502	CASTING ASSEMBLY	EACH	\$542.00	38	0	\$0.00	0	\$0.00
95	2506.602	CHIMNEY SEALS	EACH	\$270.00	58	0	\$0.00	0	\$0.00
96	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	\$2,728.00	10	1	\$2,728.00	4	\$10,912.00



**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
97	2506.602	CONSTRUCT SANITARY MANHOLE OVERDEPTH (>8')	L F	\$229.00	38	2.44	\$558.76	22.59	\$5,173.11
98	2521.518	4" CONCRETE WALK	S F	\$5.90	16295	0	\$0.00	0	\$0.00
99	2521.518	6" CONCRETE WALK	S F	\$11.10	4434	0	\$0.00	0	\$0.00
100	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$17.80	5576	0	\$0.00	0	\$0.00
101	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.80	614.4	0	\$0.00	0	\$0.00
102	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$93.70	52.5	0	\$0.00	0	\$0.00
103	2531.601	ADA COMPLIANCE SUPERVISOR	L S	\$645.00	1	0	\$0.00	0	\$0.00
104	2531.618	TRUNCATED DOMES	S F	\$38.70	266	0	\$0.00	0	\$0.00
105	2557.602	REPAIR DOG FENCE	EACH	\$375.00	5	0	\$0.00	0	\$0.00
106	2563.601	TRAFFIC CONTROL	LS	\$11,750.00	1	0	\$0.00	0.36	\$4,230.00
107	2564.518	SIGN PANELS TYPE C	S F	\$53.90	164.2	0	\$0.00	0	\$0.00
108	2564.602	INSTALL SALVAGED SIGN	EACH	\$130.00	6	0	\$0.00	0	\$0.00
109	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$600.00	5	0	\$0.00	0	\$0.00
110	2573.501	STORM DRAIN INLET PROTECTION	LS	\$6,340.00	1	0	\$0.00	0.36	\$2,282.40
111	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,960.00	1	0	\$0.00	0.36	\$705.60
112	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	0.36	\$360.00
113	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$2.16	2392	0	\$0.00	500	\$1,080.00
114	2574.507	COMMON TOPSOIL BORROW	C Y	\$25.00	40	0	\$0.00	0	\$0.00
115	2575.504	SODDING TYPE LAWN	S Y	\$6.50	4750	0	\$0.00	0	\$0.00

**R-011736-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
116	2575.560	HYDROMULCH	S Y	\$1.35	2454	0	\$0.00	0	\$0.00
117	2575.535	WATER (TURF ESTABLISHMENT)	MGAL	\$17.25	106.4	0	\$0.00	0	\$0.00
118	2582.503	4" BROKEN LINE PAINT	L F	\$1.29	1094	0	\$0.00	0	\$0.00
119	2582.503	12" SOLID LINE PAINT	L F	\$2.16	820	0	\$0.00	0	\$0.00
120	2582.503	24" SOLID LINE PAINT	L F	\$3.77	153	0	\$0.00	0	\$0.00
<b>Totals For Section Schedule A Surface and Utility Improvements:</b>							<b>\$338,470.78</b>		<b>\$483,353.03</b>
<b>Change Order 1</b>									
121	2503.603	8" PVC PIPE SEWER - SDR 35	L F	(\$33.40)	749	300	(\$10,020.00)	300	(\$10,020.00)
122	2503.603	8" PVC PIPE SEWER - SDR 26	L F	\$36.70	749	300	\$11,010.00	300	\$11,010.00
123	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	EACH	\$84.26	12	5	\$421.30	5	\$421.30
124	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	EACH	\$114.50	2	1	\$114.50	1	\$114.50
125	2021.501a	Restocking Fee	LS	\$487.82	1	1	\$487.82	1	\$487.82
<b>Totals For Change Order 1:</b>							<b>\$2,013.62</b>		<b>\$2,013.62</b>
<b>Project Totals:</b>							<b>\$340,484.40</b>		<b>\$485,366.65</b>

**R-011736-000 Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	5/31/2019	During the utility construction in the City of Waseca , it was discovered that an additional Centurylink duct bank was in the southbound lane of the street between 4th Ave. and 5th Ave. The Engineer determined that the proposed sanitary sewer line must be moved to a common trench with the watermain in the northbound lane between 4th Ave . and 6th Ave. The Engineer has determined that the Contract needs to be revised in accordance with specification 1402.2, Differing site condition . Resolution: The Contractor shall provide all labor, equipment and materials wh ich includes 8" PVC SDR 26 CL 160 Pressure Pipe for the Sanitary Sewer with SDR 26 Wyes as directed by the Engineer under the Local Funding portions only. All work shall be in accordance with all the applicable specifications. Payment for this work will be made in accordance to the revised unit prices listed in the Estimate of Cost below and includes all excavation, PVC pipe, fittings , restocking fees and incidentals to complete the work.	\$4,199.64	\$2,013.62
<b>Contract Change Totals:</b>				<b>\$4,199.64</b>	<b>\$2,013.62</b>

<b>Title:</b>	Resolution 19-33 Amending 2018 Budget		
<b>Meeting Date:</b>	July 2, 2019	<b>Agenda Item Number:</b>	<b>6E</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 19-33
<b>Originating Department:</b>	Finance	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input type="checkbox"/>	<b>Proposed Action: Approve Resolution 19-33 as part of the Consent Agenda.</b>		
<b>How does this item pertain to Vision 2030 goals?</b>	Good Government		

**BACKGROUND:** In completing the 2018 Audit and Financial Statements, a discrepancy was noted in the Budget for Debt Service Levies. The City levied the proper amount for debt service, but budgeted for the receipt of the tax levy in two locations. Approving this resolution will clarify what was actually intended and will make the financials easier to read. Staff has consulted with the City Auditors and they agree that this is an appropriate course of action to undertake.

**BUDGET IMPACT:** None

**POLICY QUESTION:** Would the Council prefer to make the financial statements consistent from year to year and avoid confusion caused by entries that are not material or should those errors be corrected?

**ALTERNATIVES CONSIDERED:** Do nothing.

**RECOMMENDATION:** Approve Resolution 19-33.

**RESOLUTION NO. 19-33**

**RESOLUTION AMENDING CITY OF WASECA BUDGET FOR  
CALENDAR YEAR 2018**

**WHEREAS**, the budget is intended as a guide for revenues and expenditures; and

**WHEREAS**, it is important that we have an accurate tracking of our revenues and expenditures;

**NOW THEREFORE, BE IT RESOLVED** that the recitals set forth above are incorporated herein.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Mayor and Council of the City of Waseca hereby approve that the 2018 Budget of the City of Waseca for the calendar year beginning January 1, which has previously been adopted by the City Council is hereby amended as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Change</u>
101-31015-0000	Debt Service Levies	\$ 489,089	Decrease
101-49300-7270	Transfer Out – 2014A Debt Service	\$ 385,989	Decrease
101-49300-7280	Transfer Out – 2014B Refunding	\$ 103,100	Decrease

Adopted this 2<sup>nd</sup> Day of July 2019.

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R. D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER



<b>Title:</b>	Resolution No. 19-32 A Resolution Discontinuing Subdivision Regulations to the Unincorporated Territory Within Two Miles of the City of Waseca.		
<b>Meeting Date:</b>	July 2, 2019	<b>Agenda Item Number:</b>	<b>7A</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 19-32
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input type="checkbox"/>	<b>Proposed Action:</b> Motion to Adopt Resolution 19-32, A Resolution of the Waseca City Council Discontinuing Subdivision Regulations to the Unincorporated Territory Within Two Miles of the City of Waseca.		
<b>How does this item pertain to Vision 2030 goals?</b>	Supporting this Resolution promotes good Governance.		

**BACKGROUND:**

The City of Waseca has recently received many requests for subdivision of parcels in the two-mile extra territorial boundary of the City. In 2003, the City Council extended subdivision authority into the entire two-mile extraterritorial area. This made sense, as during that time cities were experiencing rapid growth.

Processing extraterritorial subdivisions is costly and time consuming in terms of staff review. Additionally, City requirements are often more than what the County would require, resulting in additional expense to the applicant.

Today, growth has leveled off. The City does not have the same interest in exercising control of subdivisions that are occurring outside of city limits that it has in the past. Processing the extraterritorial subdivisions is costing the City money, while serving no real benefit or interest of the City.

**RELEVANT CODE:**

2018 MN Statutes: 462.358 OFFICIAL CONTROLS: SUBDIVISION REGULATION; DEDICATION.

Subd 1a. Authority. A municipality may by resolution extend the application of its subdivision regulations to unincorporated territory located within two miles of its limits in any direction but not in a town which has adopted subdivision regulations;

Waseca City Code Section 151.003 SCOPE.

(B) The City Council may, by resolution, cause this chapter to apply to a specified portion of the unincorporated area lying within two miles of the city borders, as provide by M.S. 462.358, as it may be amended from time to time.

**BUDGET IMPACT:** Cost savings to City in staff time and consulting fees.

**RECOMMENDATION:**

Staff requests the City Council adopt Resolution 19-32, discontinuing the extension of subdivision authority into the two-mile extraterritorial area. It is also recommended that the City Council then direct the Planning Commission to look at the entire 2 mile extraterritorial area, and designate any specific parcels that the City has a valid interest in extending subdivision authority over. An additional resolution could then be passed exercising subdivision authority only over the parts of the extraterritorial area that would serve the City's interest.

**RESOLUTION NO. 19-32**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
DISCONTINUING SUBDIVISION REGULATIONS TO THE UNINCORPORATED  
TERRITORY WITHIN TWO MILES OF THE CITY OF WASECA**

**WHEREAS**, The City of Waseca is authorized by Minnesota Statutes 462.358, Subdivision 1a (to extend application of subdivision regulations to unincorporated territory within two miles of the city limits); and

**WHEREAS**, the City of Waseca has determined that due to the current development climate it is no longer beneficial to extend subdivision authority into the two mile extra territorial area; and

**WHEREAS**, the City Council by Resolution No. 94-110 extended its' area of control of extra territorial subdivisions to within one-half (1/2) mile of the borders of the City of Waseca; and

**WHEREAS**, the City Council by Resolution No. 03-67 extended its' area of control of extra territorial subdivisions to within two miles of the borders of the City of Waseca; and

**WHEREAS**, the City Council by Resolution No. 19-32 has determined that the City's interests are no longer served by extending extra territorial review into the two mile borders from City limits;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that Resolution Nos. 94-110 and 03-67 each be rescinded, and that the two-mile area previously subject to extra territorial subdivision control be discontinued entirely.

**BE IT FURTHER RESOLVED**, that the City transmit a certified copy of this Resolution to the County Auditor of Waseca County, Minnesota, and to the Township Clerks of St. Mary's Township and Woodville Township.

Adopted this 2nd day of July 2019.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER



<b>Title:</b>	Public Docks on Private Property		
<b>Meeting Date:</b>	July 2, 2019	<b>Agenda Item Number:</b>	7B
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action: Motion to approve a license or lease agreement for existing dock.</b>		
<b>How does this item pertain to Vision 2030 goals?</b>	This issue is part of a broader discussion on how to best utilize Waseca's lake assets. This impacts both developing high quality community assets and potentially economic development activities.		

**BACKGROUND:** At the previous Council Meeting, the City Council approved a Resolution to discontinue enforcement of the public docks ordinance that prohibited private docks within so many feet of shoreline owned by the City. The Resolution prohibited the placement of docks on a list of City properties, but that list did not include all City property that abuts Clear Lake. There is also potentially land abutting Loon Lake where docks might still be allowed under the Council's action. City Attorney Robert Scott has opined that we should have a written agreement with the owner of the dock that sits on public property at Clear Lake and is developing the agreement for presentation to the City Council on July 2. This memorandum is intended provide background to help each Council Member to consider their position on this issue prior to the Council Meeting. Both the City Attorney and City Insurance Agent agree that proof of insurance should be required as a condition of allowing the dock to remain for the rest of the summer. This agreement is not intended to extend beyond this year. It is staff's understanding that, at present, we should advise people that they should assume docks will be prohibited next year until such time as the Council takes and action setting policy for 2020.

**BUDGET IMPACT:** None

**POLICY QUESTION:** Should the City attempt to protect itself from liability stemming from allowing an illegal dock to remain in Clear Lake.

**ALTERNATIVES CONSIDERED:** Do nothing.

**RECOMMENDATION:** Review draft agreement and, if acceptable, authorize staff to require execution of the agreement as a condition of allowing the dock to remain.

(Top 3 inches reserved for recording data)

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**LICENSE AGREEMENT (Dock Encroachment)**

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Waseca, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and \_\_\_\_\_, \_\_\_\_\_, Waseca, MN, 56093 (“Licensee”); (collectively the “parties”).

RECITALS:

WHEREAS, the Licensor is the owner of the real property located in the City of Waseca, Minnesota, which real property is legally described as follows:

*[Insert legal description of ROW]*

(hereinafter referred to as the “ROW Property”); and

WHEREAS, the Licensee is the owner of real property located adjacent to the ROW Property; and

WHEREAS, the Licensee has installed a private dock which encroaches on the ROW Property (the “dock encroachment”); and

WHEREAS, the Licensee desires a license from Licensor authorizing Licensee’s continued and limited use of the ROW Property for the dock encroachment; and

WHEREAS, a sketch/schematic of the location of the dock encroachment describing and depicting the dimensions and location of the dock encroachment on the ROW Property is provided in Exhibit A, which is attached hereto and incorporated herein by reference (the “Licensed Premises”); and

WHEREAS, the Licensee has requested that the Licensor permit the dock encroachment and the Licensor is willing to permit said dock encroachment as described and depicted in Exhibit A upon those certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensors hereby grants to the Licensee a terminable, nonexclusive license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
  - a. Licensee shall commence no additional work authorized by this License related to construction, repair or replacement of the dock encroachment until it has obtained all required approvals and permits as required by the City. Licensee shall submit plans and specifications for Licensee's dock encroachment to the City Engineer for City's record. Licensee's dock encroachment shall comply with applicable law and City Code.
  - b. Licensee shall take all necessary precautions to protect and preserve the City's ROW Property during any activities within or use of the Licensed Premises as contemplated in this License.
  - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises and shall not hinder the natural free and clear passage of pedestrians or motorized or non-motorized vehicles.
  - d. Licensee shall conduct any work authorized by this License or subsequently approved by the City in a manner so as to insure the least obstruction to and interference with the City's present and continued use of the ROW Property and shall return the ROW Property, except for the dock encroachment authorized hereby, to its original condition following such authorized work at Licensee's sole cost and expense.
  - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the Improvements and comply with the requirements thereof.
  - f. Licensee shall not conduct any work within the ROW Property outside the Licensed Premises specified in Exhibit A without the express prior written approval of the City.
  - g. Licensee shall be responsible for either; 1) removing the dock encroachment and all associated costs, or 2) the cost of removal of the dock encroachment by the City, should the City or another authorized entity need to conduct work in the ROW Property and the dock encroachment interferes with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right and duty to operate, maintain, repair and alter said dock encroachment. Any operation, maintenance, repair or alteration to the dock encroachment shall not, except for minor changes relating to building materials, expand the encroachment. Alterations or replacement shall require City approval and shall at all times comply with City Code.

2. Term. This Agreement shall terminate on the earlier of (a) on September 30, 2019, (b) upon the destruction, demolition or removal of the dock encroachment to be situated on the Licensed Premises described above, or (c) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 30 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Clerk at the City's main offices.

Before the effective date of any such termination of this License under this Section, Licensee shall remove all of Licensee's dock encroachment from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code, as amended, unless otherwise directed by the City in writing. In the event that Licensee fails to remove the dock encroachment from the Licensed Premises before the effective termination date of this License, the City or its authorized agents or representatives may perform any work necessary to remove the dock encroachment from the Licensed Premises and restore the Licensed Premises to its preexisting condition, and Licensee shall reimburse City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this paragraph within 30 days of Licensee's receipt of a billing statement for such charges from the City, the unpaid charges shall constitute a lien against Licensee's property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes on Licensee's property.

3. License Fee. Licensee shall pay a license fee of \$\_\_\_\_\_ at the time of execution of this Agreement.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such other requirements as applicable to Licensee's dock encroachment of the ROW Property. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or Easement Area. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises or Easement Area, the Licensee shall immediately restore the Licensed Premises and Easement Area to the original condition of the Licensed Premises and Easement Area at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator of the Licenser, or his or her designated representative, or, alternatively, pay to the Licenser the cost of restoring the Licensed Premises and

Easement Area to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises and the ROW Property in the immediate area of the dock encroachment in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.

5. Conditions of Licensed Premises “As Is” and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee’s dock encroachment within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work or condition to comply with the scope of this License or other applicable standards, conditions, ordinances or laws. If the dock encroachment made by Licensee in the Licensed Premises falls into disrepair at any time during the term of this License, in the City’s discretion, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the dock encroachment into compliance. Any such an order by the City authorized by this Paragraph shall state the violation or condition, the terms of correcting the violation or condition and that failure to correct the violation or condition within the stated time limits shall be cause for immediate revocation of this License. If the violation or condition is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.
7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered pursuant to this License, or their condition if such alteration has otherwise been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys’ fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its

agents, employees, contractors, with respect to Licensee's use of the ROW Property or Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and ROW Property for the purposes permitted herein and the dock encroachment thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises and the ROW Property, notwithstanding this Agreement, are to provide the City and its residents with access to Clear Lake as well as to provide an avenue of safe transportation, and the property located therein may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or dock encroachment, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the dock encroachment therein, or the Licensor's maintenance, repair or other work conducted within the ROW Property by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.
10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater. The City of Waseca shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without ten (10) days prior written notice to the City Clerk. Upon request, the Licensee shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's dock encroachment from the Licensed Premises and ROW Property at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises and ROW Property to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be

performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

12. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

13. General Terms.

- a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. ASSIGNMENT OR TRANSFER OF LICENSE. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of

Licensor, which consent may be granted in writing by the City Administrator upon request.

- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- i. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. **COMPLIANCE WITH LAWS.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Waseca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this



Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- n. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. **ENTIRE AGREEMENT.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. **HEADINGS AND CAPTIONS.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. **SURVIVABILITY.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. **RECORDING.** This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This License shall be recorded by the Licensee at the expense of the Licensee as soon as practicable following execution.



**CITY OF WASECA; LICENSOR**

By: \_\_\_\_\_  
Roy Srp, Its Mayor

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

By: \_\_\_\_\_  
Lee Mattson, Its City Manager

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

COUNTY OF WASECA     )  
                                          ) ss.  
STATE OF MINNESOTA    )

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 201, by Roy Srp and Lee Mattson, respectively the Mayor and City Manager, on behalf of the City of Waseca, a municipal corporation under the laws of the State of Minnesota, Licensor.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
FLAHERTY & HOOD, P.A.  
Northfield City Attorney  
525 Park Street, Suite 470  
St. Paul, MN 55103-2122  
Telephone: (651) 225-8840

**EXHIBIT A**

**Description and Depiction of Licensed Premises**