

WORK SESSION – 6 P.M. RE: CIP
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MAY 4, 2021 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. 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. 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 Sessions, April 20, 2021 & April 27
- B. Payroll & Expenditures
- C. Accepting Roy Srp’s Planning Commission resignation
- D. Accepting Steve Jes’s Planning Commission application
- E. **Resolution 21-18:** 26th Avenue NE Project Award
- F. **Resolution 21-19:** Brown Avenue Water Main Project Award
- G. RCCA: Conagra Utility Easement Agreement
- H. Approval of Tobacco License Application
- I. Approval of Ag Land Lease for Conagra

- 7 ACTION AGENDA

- A. **Public Hearing - Ordinance 1087:** Amending City Code Chapter 94 to clarify repairing damage to utilities
- B. **Public Hearing - Ordinance 1088:** Assessing the costs of necessary repairs to private property sanitary sewer lateral services

- 8 REPORTS

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

- 9 ANNOUNCEMENTS

- 10 ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 20, 2021

6A

CALL TO ORDER/ROLL CALL

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

Councilmembers Present: Mayor Roy Srp Ted Conrath
John Mansfield
Jeremy Conrath Mark Christiansen
Allan Rose

Councilmembers Absent: Daren Arndt

Staff Present: Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Nate Willey, City Engineer
Bill Green, Planning & Zoning Coordinator

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 Motion was made by Jeremy Conrath, seconded by Rose 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 Jeremy Conrath, seconded by Mansfield, to approve the Consent Agenda as presented. The motion carried 6-0 and included:

- A. Minutes – Regular City Council Meeting & Work Session April 6, 2021 & BOR April 5, 2021
- B. Payroll & Expenditures
- C. Resolution 21-16: Stantec Construction Services Contract – Brown Ave & Well No. 2 Water Main Improvements Project
- D. Resolution 21-17: TKDA Design Services Contract – Multi-Unit Airport Hangar
- E. Approval of Extension of Premise: Katy O’Learys
- F. RCCA: Introduce Ordinance 1087 & set Public Hearing date May 4, 2021
- G. RCCA: Introduce Ordinance 1088 & set Public Hearing date May 4, 2021

ACTION AGENDA

7

A. RCCA: Driver Visibility – SE Corner of Elm Ave & 2nd Street SW

City Engineer Willey presented information regarding a parking stall deemed unsafe at the corner of Elm Ave & 2nd St SW. The parking stall, when using the City's "sight triangle", impedes in that triangle which is deemed unsafe. This information was also presented to the Planning Commission on April 13, in which they voted 4-0 in recommending the removal of this parking stall to Council. Mr. Willey suggested hosting a Public Hearing on May 18 to get resident and business input.

Motion was made by Jeremy Conrath, seconded by Srp to set a public hearing for May 18, 2021. Motion carried 6-0.

B. Ordinance 1089 – Vacation of Easement

Planning & Zoning Coordinator Green presented information to the Council regarding resident Brenda Byron's request for vacation of easement in hopes to build an accessory structure. This request was also presented at the April 13 Planning Commission meeting, public hearing was held with no comments and the Commission recommended 4-0 in favor of Mrs. Byron's request.

A Public Hearing was held at 7:35 p.m. and received no comments.

A motion was made by Jeremy Conrath, seconded by Rose to approve Ordinance 1089. Motion carried 6-0.

C. Resolution 21-13: Rupe Variance request

Mr. Green gave background information on Mr. Rupe's request for additional parking on his property. The Variance is to allow front yard parking beyond the width of the garage that is allowed per City Code. At the April 13 Planning Commission meeting, they voted 4-0 in favor of recommending this request to City Council.

Motion was made by Christiansen, seconded by Mansfield to approve Resolution 21-13. Motion carried 6-0.

D. Ordinance 1086: Text Amendment – Tobacco shops in B-2

Mr. Green informed Council that there was a request to change language in City Code to allow for tobacco shops within the B-2 District. Currently they are only allowed in the B1. This topic was also at the April 13 Planning Commission meeting and was voted 4-0 in favor of allowing tobacco shops in the B2.

Motion was made by Christiansen, seconded by Jeremy Conrath to approve Ordinance 1086. Motion carried 5-1 (Rose)

REPORTS

8 A. City Manager's Report

- Region 9 is working on Manufacturing Resource Center Plan
- Attending the Coalition of Greater MN Cities middle session
- Staff continues to work on the CIP
- The Waseca EDA is discussing day care assistance options
- Maxfield has begun the Housing Study

B. Commission Reports

EDA

- Discussed the Gaiter Lake Project & keeping residents informed
- Went over Grocery Store survey results
- Approved prize funding for a new Entrepreneurial challenge

Park Board

- Discussed the Clear Lake Park facilities
- Almost all Parks have been signed up for Park Clean Up day
- Upcoming 2021 trail projects
- Dog Park discussions will take place at 6 p.m. at Memorial Park on 4/21

HPC

- May is preservation month
- Commissioners are writing articles for the paper
- Will be giving out the awards in June

Planning Commission

- All the items that Council passed tonight were at discussed at the Planning Commission meeting

ANNOUNCEMENTS

- 9 Christiansen– Thanked the First Responders for their efforts at the fire in town. Gave condolences for Mary Buenzow' s passing.
Srp - Gave condolences for Mary Buenzow' s passing.

ADJOURNMENT

- 10 There being no further business to be brought before the Council, it was moved by Christiansen seconded by Jeremy Conrath, to adjourn the meeting at 8:11 p.m.; Motion carried 6-0.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, APRIL 20, 2021

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

Councilmembers present:	Roy Srp	Allan Rose
	Ted Conrath	John Mansfield
	Jeremy Conrath	Mark Christiansen

Councilmember absent Daren Arndt

Staff present:

Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Alicia Fischer, Finance Director
Nate Willey, City Engineer
Carl Sonnenberg, Utilities and Public Works Director
Tim Roessler, Streets Superintendent

Sanitary Sewer Inflow & Infiltration (I & I)

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

The Utilities & Public Works Director presented information regarding Inflow & Infiltration to the Council that included:

- Various sources of I & I
- Sanitary Sewer Hot Spots
- Schedule of Compliance (Phases 1-3)
- Lining, replacements & cost
- Potential future discussion items

Mr. Sonnenberg answered questions that came from the City Council and made some recommendations for future discussions.

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

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, APRIL 27, 2021

The work session began at 7:15 p.m.

Councilmembers present: Roy Srp Allan Rose
 Ted Conrath John Mansfield
 Jeremy Conrath Mark Christiansen
 Daren Arndt

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

Capital Improvement Plan

The Work Session began at 7:15 P.M.

The meeting began Mr. Mattson giving history on how the City has come up with CIP's and how moving forward staff would like to create and continue using a 5-year plan. This helps with projections and funding.

Mrs. Fischer informed Council that the information in front of them has been in the works since October 2020. She then presented information on the following:

- Streets - Sewer - Airport
- Parks - Water
- City Facilities - Electric
- Water Park - Storm Water

Staff and Council had discussions on each fund while Staff answered questions.

There being no further discussion and no action taken, the work session ended at 9:00 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, APRIL 27, 2021

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

Councilmembers present:	Roy Srp	Allan Rose
	Ted Conrath	John Mansfield
	Jeremy Conrath	Mark Christiansen
	Daren Arndt	

Staff present:	Lee Mattson, City Manager
	Mike Anderson, Assistant to the City Manager

Others Present:	All County Commissioners
	Michael Johnson, County Administrator
	Tammy Spooner, County Auditor/Treasurer
	Ann Fitch, Chamber Director

Joint County/City Meeting

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

The meeting began with the County Commissioners and Councilmembers introducing themselves. Once everyone was introduced, Ann Fitch, Chamber Director gave a presentation about the upcoming Entrepreneurs Challenge.

Mr. Mattson and Mr. Johnson gave updates on their respective departments and talked about upcoming/current projects. Then they answered questions from the group.

The discussion ended with some discussion about the American Rescue Plan Act. This is future funding coming to both the City and County. There are no guidelines yet to determine how to spend this money.

There being no further discussion and no action taken, the work session ended at 7:15 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Micah Fischer

LIST OF EXPENDITURES

6B

May 4, 2021

Lee A. Miller

City Council	4,250.00
Streets	26,616.74
Parks	11,714.45
Wastewater	9,216.45
Utility Administration	4,850.92
Utility Billing	8,129.15
Electric	14,737.47
Water	7,474.15
Building and Code Compliance	2,786.73
Police	56,527.46
Administration	7,921.73
Community Aides	881.50
Fire	7,964.09
Paid On Call Fire Department	600.00
Election Judges	0.00
Finance	9,372.78
Connections	2,435.76
Community Development	6,460.95
Engineering	16,457.96
Recreation	2,453.56
Econ Development	<u>6,358.19</u>

Total Gross Payroll	207,210.04
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*Less- Payroll Deductions	<u>(68,166.53)</u>
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Net Payroll Cost	\$	139,043.51
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*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

April 16, 2021-April 29, 2021

Includes check #'s 156635-156682

Bank ACH Withdrawals.....	<u>496,690.30</u>
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GRAND TOTAL EXPENDITURES	\$	<u><u>635,733.81</u></u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
04/29/2021	156663	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
04/29/2021	42124	MN Sales and Use Tax Payable	Sales Tax Payable-March	101-20210-0000	1,650.00
Total 101202100000:					1,650.00
04/20/2021	42131	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/18/2021	101-21701-0000	18,746.12
Total 101217010000:					18,746.12
04/20/2021	42126	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/18/2021	101-21702-0000	8,728.17
Total 101217020000:					8,728.17
04/20/2021	42131	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/18/2021	101-21703-0000	8,342.03
04/20/2021	42131	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/18/2021	101-21703-0000	8,342.03
Total 101217030000:					16,684.06
04/20/2021	42128	Public Employees Retirement Assn (ACH	Adj	101-21704-0000	.02-
04/20/2021	42128	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/18/2021	101-21704-0000	1,357.31
04/20/2021	42128	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/18/2021	101-21704-0000	8,822.46
04/20/2021	42128	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/18/2021	101-21704-0000	6,860.37
04/20/2021	42128	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 4/18/2021	101-21704-0000	58.70
04/20/2021	42128	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/18/2021	101-21704-0000	8,822.46
04/20/2021	42128	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/18/2021	101-21704-0000	10,290.54
04/20/2021	42128	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 4/18/2021	101-21704-0000	58.70
Total 101217040000:					36,270.52
04/20/2021	156635	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 4/18/2021	101-21711-0000	192.00
Total 101217110000:					192.00
04/20/2021	42131	ACH Internal Revenue Service	MEDICARE Pay Period: 4/18/2021	101-21712-0000	2,743.41
04/20/2021	42131	ACH Internal Revenue Service	MEDICARE Pay Period: 4/18/2021	101-21712-0000	2,743.41
Total 101217120000:					5,486.82
04/20/2021	42132	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/18/2021	101-21713-0000	1,165.00
04/20/2021	42132	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/18/2021	101-21713-0000	669.00
Total 101217130000:					1,834.00
04/20/2021	42130	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 4/18/2021	101-21714-0000	150.00
04/20/2021	42130	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/18/2021	101-21714-0000	2,400.00
Total 101217140000:					2,550.00
04/20/2021	42127	AFLAC	AFLAC AFTER TAX Pay Period: 4/4/2021	101-21715-0000	302.83
04/20/2021	42127	AFLAC	AFLAC AFTER TAX Pay Period: 4/18/2021	101-21715-0000	302.83
04/20/2021	42127	AFLAC	AFLAC PRE TAX Pay Period: 4/4/2021	101-21715-0000	767.93
04/20/2021	42127	AFLAC	AFLAC PRE TAX Pay Period: 4/18/2021	101-21715-0000	767.93

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217150000:					2,141.52
04/29/2021	42125	Further	Flex/HSA Reimbursement	101-21716-0000	23.12
04/20/2021	42133	Further	HSA Contribution Pay Period: 4/18/2021	101-21716-0000	485.25
04/20/2021	42134	Further		101-21716-0000	513.17
Total 101217160000:					1,021.54
04/20/2021	42129	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/18/2021	101-21717-0000	880.47
Total 101217170000:					880.47
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/4/2021	101-21720-0000	15,974.49
04/20/2021	42135	MN Public Employees Insurance Progra	Rugger April Cobra	101-21720-0000	693.34
04/20/2021	42135	MN Public Employees Insurance Progra	Timlin April Cobra	101-21720-0000	1,901.72
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/18/2021	101-21720-0000	12,826.79
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/4/2021	101-21720-0000	12,826.79
04/20/2021	42135	MN Public Employees Insurance Progra	Jes Adj	101-21720-0000	1,901.72
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/4/2021	101-21720-0000	859.08
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/18/2021	101-21720-0000	859.08
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/18/2021	101-21720-0000	3,436.32
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/4/2021	101-21720-0000	3,436.32
04/20/2021	42135	MN Public Employees Insurance Progra	Kahnke Adj	101-21720-0000	1,208.38
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/18/2021	101-21720-0000	3,993.57
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/4/2021	101-21720-0000	3,993.57
04/20/2021	42135	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/18/2021	101-21720-0000	15,974.49
Total 101217200000:					77,468.90
04/29/2021	20210315	Personalized Printing Inc.	Spring newsletter	101-41110-3500	702.10
Total 101411103500:					702.10
04/29/2021	20210318	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					1,125.00
04/29/2021	156652	Fame Awards	Name plate-Tate	101-41320-2000	9.00
Total 101413202000:					9.00
04/29/2021	156665	Shred-it USA LLC	Monthly Shredding Service	101-41320-3100	16.94
Total 101413203100:					16.94
04/29/2021	20210291	APG Media of So MN LLC	Board of Review	101-41320-3400	107.80
Total 101413203400:					107.80
04/29/2021	20210308	Innovative Office Supply	Chair-Intern Office	101-41500-2000	276.00
04/29/2021	20210308	Innovative Office Supply	Office supplies	101-41500-2000	6.39
Total 101415002000:					282.39
04/29/2021	20210291	APG Media of So MN LLC	Budget Summary	101-41500-3400	585.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101415003400:					585.00
04/29/2021	156678	Waseca County Auditor-Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
04/29/2021	156637	Amazon	Lenovo Case for Parks Tablet	101-41920-2050	83.62
04/29/2021	20210314	Pantheon Computer Systems Inc.	Streets Access Point	101-41920-2050	150.00
04/29/2021	20210314	Pantheon Computer Systems Inc.	Internet at TLCF	101-41920-2050	150.00
Total 101419202050:					383.62
04/29/2021	20210314	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	101-41920-3100	6,796.97
Total 101419203100:					6,796.97
04/29/2021	20210308	Innovative Office Supply	Office Supplies	101-41940-2000	24.78
04/29/2021	20210308	Innovative Office Supply	Office supplies	101-41940-2000	8.00
Total 101419402000:					32.78
04/29/2021	20210289	A. H. Hermel Company	Coffee Creamer for breakroom	101-41940-2170	20.27
Total 101419402170:					20.27
04/29/2021	156640	Bizzy Bee Cleaning LLC	City hall cleaning services	101-41940-3100	475.00
04/29/2021	156640	Bizzy Bee Cleaning LLC	City Hall Cleaning	101-41940-3100	475.00
04/29/2021	20210295	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
04/29/2021	156643	Cintas Corporation	Floor mat service	101-41940-3100	45.53
04/29/2021	20210303	Culligan	RO Lease	101-41940-3100	28.95
04/29/2021	20210313	Olympic Fire Protection Corp.	City Halls sprinkler system	101-41940-3100	185.00
04/29/2021	156677	Walker Window Cleaning	Window Cleaning Services	101-41940-3100	54.00
Total 101419403100:					1,526.10
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-41940-3200	228.86
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-41940-3200	97.31
Total 101419403200:					326.17
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-41940-3800	334.09
Total 101419403800:					334.09
04/29/2021	156639	Auto Value Waseca	Parts	101-41940-4000	21.99
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	101-41940-4000	166.02
Total 101419404000:					188.01
04/29/2021	156680	Waseca County Treasurer	First Half 2021 Property Taxes	101-41940-4800	1,729.00
Total 101419404800:					1,729.00
04/29/2021	20210317	Streicher's	uniform - vest carrier	101-42100-2180	189.00
04/29/2021	20210317	Streicher's	uniform - vest carrier	101-42100-2180	189.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/29/2021	20210317	Streicher's	uniform - vest carrier	101-42100-2180	189.00
04/29/2021	20210317	Streicher's	Uniform expense	101-42100-2180	189.00
04/29/2021	20210317	Streicher's	Uniform expense	101-42100-2180	94.98
04/29/2021	20210317	Streicher's	Uniform expense	101-42100-2180	94.98
04/29/2021	20210317	Streicher's	Uniform expense	101-42100-2180	149.97
Total 101421002180:					1,095.93
04/29/2021	20210313	Olympic Fire Protection Corp.	Sprinkler inspection	101-42100-2230	92.50
Total 101421002230:					92.50
04/29/2021	156638	Ancom Communications Inc	Maintenance Contract	101-42100-3100	3,285.93
04/29/2021	156640	Bizzy Bee Cleaning LLC	Cleaning Services	101-42100-3100	237.50
04/29/2021	156640	Bizzy Bee Cleaning LLC	Cleainng Services	101-42100-3100	237.50
04/29/2021	156643	Cintas Corporation	Floor Mats	101-42100-3100	8.88
04/29/2021	156643	Cintas Corporation	Floor Mats	101-42100-3100	8.88
04/29/2021	20210299	Computer Information Systems inc	CIS maintenance agreement	101-42100-3100	900.00
04/29/2021	20210303	Culligan	Culligan	101-42100-3100	29.95
04/29/2021	156665	Shred-it USA LLC	Monthly Shredding Service	101-42100-3100	16.93
04/29/2021	156673	Thomson Reuters - West	Information Charges	101-42100-3100	254.68
04/29/2021	156673	Thomson Reuters - West	Information Charges	101-42100-3100	267.41
04/29/2021	156673	Thomson Reuters - West	Information Charges	101-42100-3100	267.41
04/29/2021	156673	Thomson Reuters - West	Information Charges	101-42100-3100	267.41
Total 101421003100:					5,782.48
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-42100-3200	228.86
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-42100-3200	299.22
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-42100-3200	28.78
Total 101421003200:					556.86
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-42100-3800	348.07
Total 101421003800:					348.07
04/29/2021	156682	Waseca Rotary Club	Rotary Dues	101-42100-4330	101.00
Total 101421004330:					101.00
04/29/2021	20210302	Creative Product Sourcing Inc. - DARE	DARE expense	101-42100-4600	2,100.81
04/29/2021	20210302	Creative Product Sourcing Inc. - DARE	DARE expense	101-42100-4600	147.26
Total 101421004600:					2,248.07
04/29/2021	20210309	Jes, Shannon	Reserve separation payment	101-42100-4650	100.00
Total 101421004650:					100.00
04/29/2021	20210296	Central Fire Protection Inc.	Rings	101-42200-2160	43.20
Total 101422002160:					43.20
04/29/2021	156653	Fire Safety USA Inc.	Helmet	101-42200-2180	47.95

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002180:					47.95
04/29/2021	20210313	Olympic Fire Protection Corp.	Sprinkler inspection	101-42200-2230	92.50
Total 101422002230:					92.50
04/29/2021	156638	Ancom Communications Inc	2021 MAINTENANCE CONTRACT	101-42200-3100	3,526.13
04/29/2021	156640	Bizzy Bee Cleaning LLC	Cleaning Services	101-42200-3100	237.50
04/29/2021	156640	Bizzy Bee Cleaning LLC	Cleainng Services	101-42200-3100	237.50
04/29/2021	156643	Cintas Corporation	Floor Mats	101-42200-3100	8.87
04/29/2021	156643	Cintas Corporation	Floor Mats	101-42200-3100	8.87
Total 101422003100:					4,018.87
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-42200-3200	28.78
Total 101422003200:					28.78
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-42200-3800	348.08
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-42200-3800	31.63
Total 101422003800:					379.71
04/29/2021	20210315	Personalized Printing Inc.	Inspection Forms	101-42400-2170	266.00
Total 101424002170:					266.00
04/29/2021	20210298	City Building Inspection Services LLC	building inpsctions	101-42400-3000	4,176.31
Total 101424003000:					4,176.31
04/29/2021	156674	Troxler Electronic Laboratories Inc.	Troxler badge monitoring services	101-43000-3100	62.00
Total 101430003100:					62.00
04/29/2021	42136	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	65.03
Total 101430003200:					65.03
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	101-43100-2170	52.47
04/29/2021	156641	Cemstone Products Co	concrete stakes	101-43100-2170	446.82
04/29/2021	156644	Cintas Corporation	First Aid Supplies	101-43100-2170	62.54
04/29/2021	20210303	Culligan	Culligan Water	101-43100-2170	18.75
04/29/2021	156650	Diamond Solutions	Blade for chop saw	101-43100-2170	1,291.00
04/29/2021	20210305	Gedicke, Keith	Safety Boots-Gedicke	101-43100-2170	195.00
Total 101431002170:					2,066.58
04/29/2021	20210290	AmeriPride Services Inc	uniform-service	101-43100-2180	314.43
04/29/2021	20210290	AmeriPride Services Inc	uniform-service	101-43100-2180	178.01
04/29/2021	20210290	AmeriPride Services Inc	uniform-service	101-43100-2180	187.41
Total 101431002180:					305.03
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-43100-3200	31.63

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431003200:					31.63
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-43100-3800	660.96
Total 101431003800:					660.96
04/29/2021	20210307	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
04/29/2021	20210306	Horizon Commercial Pool Supply	Chemical Test Kit	101-45130-2165	213.30
Total 101451302165:					213.30
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-45130-3200	173.83
Total 101451303200:					173.83
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-45130-3800	197.78
Total 101451303800:					197.78
04/29/2021	20210289	A. H. Hermel Company	Janitorial supplies for TLCF	101-45180-2175	125.07
Total 101451802175:					125.07
04/29/2021	20210297	Christensen Tire Service	tire repair	101-45180-2210	131.22
Total 101451802210:					131.22
04/29/2021	156639	Auto Value Waseca	Parts	101-45180-2230	15.70
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	101-45180-2230	26.96
Total 101451802230:					42.66
04/29/2021	20210289	A. H. Hermel Company	Concession supplies for TLCF	101-45180-2500	748.05
04/29/2021	20210289	A. H. Hermel Company	TLCF Concession Supplies	101-45180-2500	247.18
04/29/2021	20210289	A. H. Hermel Company	Pretzel Credit	101-45180-2500	27.73
04/29/2021	156655	Lau's Meat Market	Hot dogs and buns for TLCF	101-45180-2500	95.13
04/29/2021	156655	Lau's Meat Market	Hot dogs and buns for TLCF	101-45180-2500	103.81
Total 101451802500:					1,166.44
04/29/2021	156681	Waseca Public Schools	Bases for TLCF	101-45180-4000	169.99
Total 101451804000:					169.99
04/29/2021	156647	Cross Nurseries Inc	Bareroot Trees	101-45200-2170	1,022.25
04/29/2021	156648	D & M Construction LLC	Black Dirt/Top Soil	101-45200-2170	210.00
04/29/2021	156672	The Tessman Company	Athletic Field Dry	101-45200-2170	363.00
Total 101452002170:					1,595.25
04/29/2021	20210296	Central Fire Protection Inc.	extinguisher	101-45200-2210	45.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002210:					45.00
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	101-45200-2230	32.83
Total 101452002230:					32.83
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	101-45200-2400	173.93
Total 101452002400:					173.93
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-45200-3200	25.92
Total 101452003200:					25.92
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-45200-3800	184.42
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-45200-3800	23.61
Total 101452003800:					208.03
04/29/2021	156642	Centerpoint Energy	Monthly Billing	101-45500-3800	325.43
04/29/2021	156646	Consolidated Communications	Monthly Billing	101-45500-3800	68.66
Total 101455003800:					394.09
Total General Fund:					229,787.82
Airport					
04/29/2021	156671	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
Total 230498103100:					2,300.00
04/29/2021	42137	CenturyLink	Airport service	230-49810-3200	113.06
Total 230498103200:					113.06
04/29/2021	156642	Centerpoint Energy	Monthly Billing	230-49810-3800	38.75
Total 230498103800:					38.75
04/29/2021	156680	Waseca County Treasurer	First Half 2021 Property Tax	230-49810-4800	1,252.00
04/29/2021	156680	Waseca County Treasurer	First Half 2021 Property Tax	230-49810-4800	5,725.00
Total 230498104800:					6,977.00
Total Airport:					9,428.81
Recovery Coordinator Grant					
04/29/2021	20210291	APG Media of So MN LLC	Website developement and marketing	256-46500-3400	86.13
Total 256465003400:					86.13
Total Recovery Coordinator Grant:					86.13
Capital Improvement					
04/29/2021	156670	Stantec Consulting Services Inc	TH 13 Safe Routes to School	430-43010-5430	1,395.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 430430105430:					1,395.00
04/29/2021	156670	Stantec Consulting Services Inc	NE Bike Trail	430-43010-5440	261.00
Total 430430105440:					261.00
04/22/2021	156059	Heselton Construction LLC	Payment held for damages-Invoice 2046	430-43010-5560	6,992.96- V
04/22/2021	156059	Heselton Construction LLC	Payment held for damages-Invoice 2304	430-43010-5560	439.48- V
04/22/2021	156059	Heselton Construction LLC	Payment held for damages-Invoice 2366	430-43010-5560	2,620.62- V
04/22/2021	156059	Heselton Construction LLC	Payment held for damages-Invoice 2302	430-43010-5560	4,394.78- V
Total 430430105560:					14,447.84-
Total Capital Improvement:					12,791.84-
Annexation & Growth fund					
04/29/2021	156667	Southwest MN Housing Partnership	Project Planning	470-46800-3000	1,500.00
Total 470468003000:					1,500.00
04/29/2021	156680	Waseca County Treasurer	First Half 2021 Property Tax	470-46800-4800	2,554.00
04/29/2021	156680	Waseca County Treasurer	First half 2021 Property Taxes	470-46800-4800	1,252.00
Total 470468004800:					3,806.00
Total Annexation & Growth fund:					5,306.00
Water					
04/29/2021	42124	MN Sales and Use Tax Payable	Sales Tax Payable-March	601-20210-0000	1,184.03
Total 601202100000:					1,184.03
04/29/2021	156654	Hawkins Inc	BEF Chemical Well 4	601-49401-2170	1,378.37
04/29/2021	156654	Hawkins Inc	City Wells Chemicals	601-49401-2170	8,045.08
Total 601494012170:					9,423.45
04/29/2021	20210311	M & R Electric Inc.	Electric parts	601-49401-2230	345.60
Total 601494012230:					345.60
04/29/2021	156642	Centerpoint Energy	Monthly Billing	601-49401-3800	131.31
Total 601494013800:					131.31
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	601-49430-2170	981.02
Total 601494302170:					981.02
04/29/2021	20210301	Core & Main LP	Repair Sleeve	601-49430-2230	406.67
04/29/2021	156650	Diamond Solutions	Blade for chop saw	601-49430-2230	229.00
Total 601494302230:					635.67
04/29/2021	20210290	AmeriPride Services Inc	uniform service	601-49430-3100	17.25

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/29/2021	20210290	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
Total 601494303100:					34.50
04/29/2021	20210314	Pantheon Computer Systems Inc.	Fan for Water Dept	601-49585-2050	44.98
Total 601495852050:					44.98
04/29/2021	156646	Consolidated Communications	Monthly Billing	601-49585-3200	61.03
Total 601495853200:					61.03
04/29/2021	156670	Stantec Consulting Services Inc	AWIA Risk Assessment	601-49586-3000	5,115.00
Total 601495863000:					5,115.00
04/29/2021	20210314	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	601-49586-4950	970.99
Total 601495864950:					970.99
04/29/2021	156670	Stantec Consulting Services Inc	Brown Ave water main project	601-49593-5300	56,166.25
04/29/2021	156670	Stantec Consulting Services Inc	State Street Water Main - Phase 2	601-49593-5300	28,610.25
Total 601495935300:					84,776.50
Total Water:					103,704.08
Sanitary Sewer					
04/29/2021	156657	Limberg Productions LLC	Transfer of I&I VHS to DVD	602-49470-2170	210.00
Total 602494702170:					210.00
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	602-49470-2210	191.47
Total 602494702210:					191.47
04/29/2021	156646	Consolidated Communications	Monthly Billing	602-49470-3200	480.10
Total 602494703200:					480.10
04/29/2021	156642	Centerpoint Energy	Monthly Billing	602-49470-3800	19.53
04/29/2021	156642	Centerpoint Energy	Monthly Billing	602-49470-3800	133.83
Total 602494703800:					153.36
04/29/2021	156666	Smith & Loveless Inc	Lift Station lid	602-49470-4020	1,195.90
Total 602494704020:					1,195.90
04/29/2021	20210314	Pantheon Computer Systems Inc.	Docking station	602-49480-2050	999.00
Total 602494802050:					999.00
04/29/2021	156651	Double A Custom Pumping Inc	Biosolids Application	602-49480-2150	8,853.48

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802150:					8,853.48
04/29/2021	156637	Amazon	Chair	602-49480-2170	76.70
04/29/2021	156645	Condon Farm Service	Pest control	602-49480-2170	7.98
04/29/2021	156675	USA Blue Book	Lab Supplies	602-49480-2170	303.04
Total 602494802170:					387.72
04/29/2021	20210311	M & R Electric Inc.	Electric parts	602-49480-2210	74.10
Total 602494802210:					74.10
04/29/2021	20210300	Connors Plumbing & Heating Inc.	Backflow Unit	602-49480-2230	254.00
Total 602494802230:					254.00
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	602-49480-2400	77.85
Total 602494802400:					77.85
04/29/2021	156643	Cintas Corporation	Rugs	602-49480-3100	19.10
04/29/2021	20210311	M & R Electric Inc.	Electrician	602-49480-3100	382.50
04/29/2021	156668	Spee-Dee Delivery Service Inc.	Shipping	602-49480-3100	18.47
Total 602494803100:					420.07
04/29/2021	156646	Consolidated Communications	Monthly Billing	602-49480-3200	171.94
Total 602494803200:					171.94
04/29/2021	156642	Centerpoint Energy	Monthly Billing	602-49480-3800	1,662.71
04/29/2021	156669	SSI Crestmark MN Holding LLC	USS Solar	602-49480-3800	15,063.51
04/29/2021	156676	USS MN V MT LLC	USS Bush Solar	602-49480-3800	2,966.69
Total 602494803800:					19,692.91
04/29/2021	156646	Consolidated Communications	Monthly Billing	602-49585-3200	61.03
Total 602495853200:					61.03
04/29/2021	20210314	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	602-49586-4950	970.99
Total 602495864950:					970.99
04/29/2021	156670	Stantec Consulting Services Inc	Phase 1 Sanitary Sewer Improvements	602-49593-5300	26,342.00
Total 602495935300:					26,342.00
Total Sanitary Sewer:					60,535.92
Electric Utility					
04/29/2021	42124	MN Sales and Use Tax Payable	Sales Tax Payable-March	604-20210-0000	27,659.97
Total 604202100000:					27,659.97

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	604-49571-2170	48.86
Total 604495712170:					48.86
04/29/2021	156637	Amazon	shirts	604-49571-2180	30.47
04/29/2021	156658	Locators & Supplies Inc.	gloves	604-49571-2180	350.13
Total 604495712180:					380.60
04/29/2021	156646	Consolidated Communications	Monthly Billing	604-49585-3200	114.44
04/29/2021	156646	Consolidated Communications	Monthly Billing	604-49585-3200	34.65
Total 604495853200:					149.09
04/29/2021	156661	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	277.50
Total 604495863000:					277.50
04/29/2021	156665	Shred-it USA LLC	Monthly Shredding Service	604-49586-3100	16.94
Total 604495863100:					16.94
04/29/2021	20210314	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	604-49586-4950	970.99
Total 604495864950:					970.99
04/29/2021	20210294	Border States Electric Supply	conversion supplies	604-49593-5300	1,918.58
04/29/2021	20210294	Border States Electric Supply	conversion supplies	604-49593-5300	6,000.00
04/29/2021	20210294	Border States Electric Supply	conversion supplies	604-49593-5300	12,784.90
04/29/2021	20210294	Border States Electric Supply	conversion supplies	604-49593-5300	954.99
04/29/2021	20210294	Border States Electric Supply	conversion supplies	604-49593-5300	701.44
04/29/2021	20210310	JT Services of MN	conversion supplies	604-49593-5300	602.02
Total 604495935300:					22,961.93
Total Electric Utility:					52,465.88
Storm Water Utility					
04/29/2021	156656	League of MN Cities	MCSC membership - League of MN cities	651-43140-3000	640.00
Total 651431403000:					640.00
04/29/2021	20210304	ESS Brothers & Sons Inc	Butyle rope, MH castings	651-43140-4000	712.52
Total 651431404000:					712.52
Total Storm Water Utility:					1,352.52
Central Garage Services					
04/29/2021	156636	Ag Partners Coop	Oil	701-43180-2210	1,746.20
04/29/2021	156639	Auto Value Waseca	Parts	701-43180-2210	124.02
04/29/2021	20210293	Bomgaars Supply	Parts & Supplies	701-43180-2210	3.96
04/29/2021	20210297	Christensen Tire Service	tire repair	701-43180-2210	67.16
04/29/2021	156659	Lube-Tech & Partners LLC	Engine Coolant for stock	701-43180-2210	727.45
04/29/2021	156660	MacQueen Equipment Inc.	Sweeper Parts	701-43180-2210	156.29
04/29/2021	156662	QC Supply LLC	Power washer supplies	701-43180-2210	372.78

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/29/2021	156664	Rihm Kenworth	Fire truck repairs	701-43180-2210	126.16
04/29/2021	20210316	Sanco Equipment LLC	Bobcat Supplies	701-43180-2210	819.48
Total 701431802210:					4,143.50
04/29/2021	156639	Auto Value Waseca	Parts	701-43180-2400	14.48
Total 701431802400:					14.48
Total Central Garage Services:					4,157.98
Equipment Replacement Fund					
04/29/2021	20210292	Applied Concepts Inc	New squad expense	705-49920-5400	2,966.00
04/29/2021	156649	Deml Ford Lincoln Mercury Inc	2021 squad	705-49920-5400	36,566.00
04/29/2021	156679	Waseca County License Bureau	New Vehicle - License	705-49920-5400	25.00
Total 705499205400:					39,557.00
04/29/2021	20210312	MTI Distributing Inc.	Broom for Toro	705-49970-5400	3,100.00
Total 705499705400:					3,100.00
Total Equipment Replacement Fund:					42,657.00
Grand Totals:					496,690.30

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

CITY OF WASECA

6D

Board/Commission/Authority Application Form

Date 4-9-21Name Steve JesAddress 113 10th Ave SE

Telephone Number: (Home) _____ (Work) _____ email: _____

Occupation: Sheet Metal Worker

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

☐ Airport Board☐ Human Rights Commission☐ Charter Commission☐ Community Ed Advisory Board☐ Park Board☒ Planning Commission☐ Economic Development Authority☐ Heritage Preservation Commission☐ Housing & Redevelopment Authority

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

I want to see the city grow and prosper for city needs.

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

No

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

No

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

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

Life long resident of Waseca. I have experience in planning & prioritizing from owning & operating my own business.

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

Title:	RESOLUTION NO. 21-18: REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE 2021 STREET IMPROVEMENTS PROJECT – 26 TH AVENUE NE (CITY PROJECT NO. 2021-01)		
Meeting Date:	May 4, 2021	Agenda Item Number:	6E
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution Bid Tabulation
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 21-18 awarding the contract for the 2021 Street Improvements Project – 26 th Avenue NE to James Bros Construction.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On April 29, 2021, a total of seven (7) bids were received for the 2021 Street Improvements Project – 26th Avenue NE with the lowest responsible bid from James Bros. Construction in the amount of \$400,923.95.

BUDGET IMPACT: The low bid is \$97,486.05 below the engineer's estimate of \$498,410.00. This project is part of the current capital improvement plan and has been budgeted with capital improvement funds. City staff completed the design and will also be performing all inspections on this project.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 21-18 reporting the bids and authorizing the City Manager, or his designee, to award the contract for the 2021 Street Improvements Project – 26th Avenue NE (City Project No. 2021-01) to James Bros. Construction in the amount of \$400,923.95.

RESOLUTION NO. 21-18

**REPORT OF BIDS AND AWARDED THE CONTRACT FOR THE
2021 STREET IMPROVEMENTS PROJECT – 26TH AVENUE NE
(CITY PROJECT NO. 2021-01)**

WHEREAS, bids for construction of the 2021 Street Improvements Project – 26th Avenue NE were received and tabulated, and;

WHEREAS, the lowest responsible bid was from James Bros. Construction of Elysian, MN in the amount of \$400,923.95.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with said bidder for the construction of the 2021 Street Improvements Project – 26th Avenue NE.

Adopted this 4th day of May, 2021.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	RESOLUTION NO. 21-19: AWARDING THE CONTRACT FOR THE BROWN AVENUE & WELL NO. 2 WATER MAIN IMPROVEMENTS PROJECT (CITY PROJECT NO. 2021-09)		
Meeting Date:	May 4, 2021	Agenda Item Number:	6F
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 21-19 awarding the contract for the Brown Avenue and Well No. 2 Water Main Improvements Project to GM Contracting Inc.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On March 25, 2021, a total of six (6) bids were received for the Brown Avenue and Well No. 2 Water Main Improvements Project. The tabulated bids were then reported to the City Council on April 6, 2021.

Since the bid opening, the required project easements have been finalized. Therefore, this project can now be awarded to the lowest responsible bidder, GM Contracting Inc., in the amount of \$937,678.36.

BUDGET IMPACT: The low bid is \$210,521.64 below the engineer's estimate of \$1,148,200.00. A Business Development Public Infrastructure (BDPI) grant will reimburse 50% of the construction costs associated with this project. City costs have been budgeted as part of the water utility's capital improvement plan.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 21-19 authorizing the City Manager, or his designee, to award the contract for the Brown Avenue and Well No. 2 Water Main Improvements Project (City Project No. 2021-09) to GM Contracting Inc. in the amount of \$937,678.36.

RESOLUTION NO. 21-19

**AWARDING THE CONTRACT FOR THE
BROWN AVENUE & WELL NO. 2 WATER MAIN IMPROVEMENTS PROJECT
(CITY PROJECT NO. 2021-09)**

WHEREAS, bids for construction of the Brown Avenue and Well No. 2 Water Main Improvements Project were received and tabulated, and;

WHEREAS, the lowest responsible bid was from GM Contracting Inc. of Lake Crystal, Minnesota, in the amount of \$937,678.36.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with said bidder for the construction of the Brown Avenue and Well No. 2 Water Main Improvements Project.

Adopted this 4th day of May 2021.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	Approval of an Easement Agreement with Conagra		
Meeting Date:	May 4, 2021	Agenda Item Number:	6G
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Easement Agreement
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve the Easement Agreement with Conagra.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: In order to complete the Brown Ave and Well No. 2 Water Main Improvements Project, permanent and temporary easements across the Conagra property are needed. These easements are described in the attached Easement Agreement, which has already been signed by Conagra representatives. Approval of this document is required to award the water main project at tonight's City Council meeting and proceed with its construction.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the City Council approve the Easement Agreement with Conagra.

**PERMANENT PUBLIC UTILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 26th day of April, 2021, by and between **CONAGRA FOODS PACKAGED FOODS, LLC**, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "Grantor"), and the **CITY OF WASECA**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 508 South State Street, Waseca, Minnesota 56093 (the "Grantee"); (collectively referred to herein as the "parties").

AGREEMENT

That for good and valuable consideration, including but not limited to the mutual promises, covenants and obligations contained in that certain Development Agreement between the parties dated _____, 2020, and that certain Tax Abatement and Business Subsidy Agreement between the parties dated _____, 2020, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual easement, twenty (20) feet in width, for the Permitted Use (as defined below) only, and for no other use or purpose (the "Permanent Easement"), over, under and across that part of the tract of land legally described and depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the "Permanent Easement Area"). As used herein, the term "Permitted Use" shall mean constructing, placing, inspecting, maintaining, operating, removing, repairing, reconstructing, enlarging, improving and/or replacing City-owned subsurface public water pipes, lines and related conveyance infrastructure, and City-owned underground telecommunications facilities, fiber and/or electric lines. Grantee acknowledges and agrees that the Permanent Easement granted hereunder is non-exclusive and that Grantor hereby retains all rights in and to the Permanent Easement Area not inconsistent with the Permitted Use including, without limitation, the right to grant within the Permanent Easement Area other utility easements, rights of way, licenses, and similar rights to any

other person or entity so long as such subsequent grants do not interfere with Grantee's rights hereunder.

2. The undersigned Grantor hereby grants and conveys to the Grantee a temporary easement for the sole purpose of accessing and constructing and installing subsurface public water pipes, lines and related public water conveyance infrastructure and other permitted facilities in the Permanent Easement Area, and for no other use or purpose (the "Temporary Easement"), within an area ten (10) feet in width and located immediately adjacent to and running parallel with the southern line of the Permanent Easement Area, for the entire length of the Permanent Easement Area, in the City of Waseca, Waseca County, Minnesota (the "Temporary Easement Area").

The Temporary Easement shall automatically expire on the earlier of (a) the date that is two years after the date of this Agreement, or (b) the date Grantee completes the construction and installation of the subsurface water pipes, lines and related public water conveyance infrastructure.

3. The Grantor states and hereby covenants that, to Grantor's actual knowledge, the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement and Temporary Easement described herein.
4. The Grantee and its employees, agents, contractors, representatives, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and, subject to the term set forth in Section 2 above, the Temporary Easement Area, at all times and without notice to Grantor, by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
5. Subject to Grantor's rights under Section 8 below, the Grantee shall, at its sole cost and expense, have the right to trim, remove and keep the Permanent Easement area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
6. Grantee shall be solely responsible for any and all damages, destruction and/or alterations to the Grantor's property and to any improvements and structures located thereon to the extent the same is caused by the Grantee and/or Grantee's employees, agents, contractors, representatives, permittees and/or licensees, and Grantee, at its sole cost and expense, shall properly and immediately restore the same to the satisfaction of the Grantor, in the Grantor's reasonable discretion, to their condition immediately prior to any damage, destruction and/or alteration from the exercise of Grantee's rights hereunder. This shall include, but not be limited to, the following: (a) excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent property; (b) seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to the Grantor; and (c) unnecessary materials, pipe, debris and other construction materials shall be removed. In the event any such damage is not repaired in accordance with this section within thirty

(30) days after Grantor's written demand therefore, Grantor shall have the right to commission such repairs at Grantee's sole cost and expense.

7. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all liability, causes of action, claims, loss and expense for personal injury or property damage arising out of or occasioned by the Grantee's and/or Grantee's employees, agents, contractors, representatives, permittees and/or licensees exercise of Grantee's rights hereunder and/or the use of or access to the Permanent Easement Area and/or the Temporary Easement Area, except to the extent the same is caused by the negligence of Grantor, its agents and employees.
8. The Grantor shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee; provided, however, Grantor is permitted to install, construct and/or locate in the Permanent Easement Area shrubbery, trees, bushes and other landscaping, signage for Grantor's adjacent facility, and driveways and access roads to and from Grantor's adjacent facility.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
10. This Agreement shall be recorded by Grantee as soon as practicable following its full execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public utility facilities and improvements constructed in the Permanent Easement Area under the Permitted Use in accordance with the grant of rights conveyed herein.
11. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

GRANTOR:

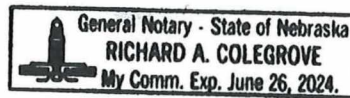
ConAgra Foods Packaged Foods, LLC

By: *John Lemandowski*

Name: *John Lemandowski*

Title: *Sr Director of Real Estate*

STATE OF *NEBRASKA*)
) ss.
COUNTY OF *DOUGLAS*)



The foregoing instrument was acknowledged before me this *26th* day of *April*, 20*21*, by *John Lemandowski*, as *Sr Dir / Real Estate* of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Richard A. Colegrove
Notary Public

GRANTEE:

City of Waseca, Minnesota

By: _____
Roy Srp, Its Mayor

ATTEST:

By: _____
Lee Mattson, Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Roy Srp, as Mayor, and Lee Mattson, as City Manager, for the City of Waseca,
Minnesota.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

EXHIBIT "A"

UTILITY EASEMENT EXHIBIT

PROPERTY OWNER:

CONAGRA FOODS PACKAGED FOODS, LLC
ATTA PROPERTY TAX GROUP
ELEVEN SCHAEFER DRIVE, HS-PTD
OMAHA, NE 68103
FILE # 233021

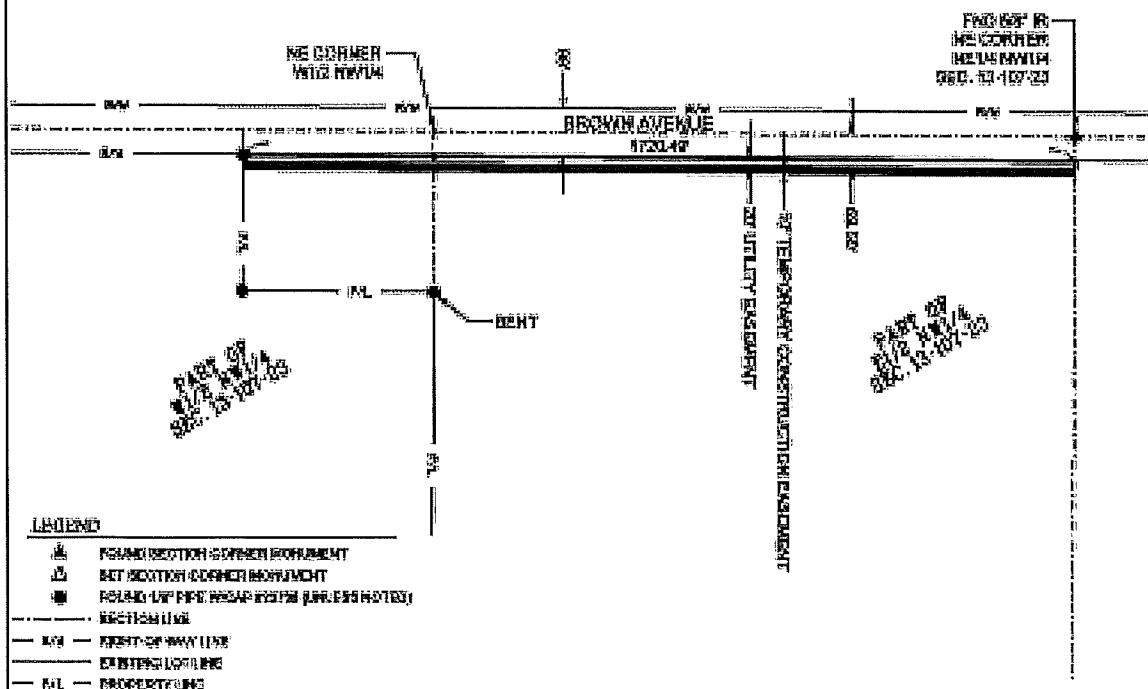
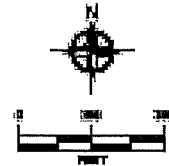
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 23.00 FEET OF THE NORTH 23.00 FEET OF THE EAST 1724.49 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 13, WASECA COUNTY, MINNESOTA.

SAID PARCEL CONTAINS 34.411 SQUARE FEET (0.79 ACRES) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS BY RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (NO HARN) WASECA COUNTY COORDINATE SYSTEM.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/4 SECTION CORNER MONUMENT (UNLESS NOTED)
- SECTION LINE
- HWY --- FRONT-OF-WAY LINE
- CENTER LINE
- PL --- PROPERTY LINE

FIELD SURVEY COMPLETED: SEPTEMBER 2020



(FOTH PROJECT NO. 2002018-00 DATE: 10/02/2020)

UTILITY EASEMENT
GREEN JAY PROJECT
WASECA, MN

SHEET
1 OF 1

CITY OF WASECA

6H

APPLICATION FOR LICENSE
TO SELL CIGARETTES AND TOBACCO PRODUCTS AT RETAIL

Waseca City Code Chapter 111, Section 111.04

Name of Applicant: Abdel KacLER, SOLTANI

Doing Business As: _____

Address: 1234 STATE ST. N WASECA MN 56093Telephone: 612-900-5534Type of Business: SMOKE SHOPDescription of location where cigarettes/tobacco products will be sold: The West Storelocated in small strip Mall Between grocery store & Pomgran's

I hereby make application to the City of Waseca, Minnesota for a license to sell cigarettes and tobacco products at retail at the above location for the term of _____ beginning with the 7/1/21 day of July, 20 21, subject to the laws of the State of Minnesota, and the Ordinances and Regulations of the City of Waseca.

I hereby enclose \$ 176.66 as payment of the fee.


Applicant Signature4/28/2021
Date

Title:	Lewer Property Ag Lease		
Meeting Date:	May 4, 2021	Agenda Item Number:	6I
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Lease
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good Government and Leveraging assets to assist in Economic Development		

BACKGROUND: As part of the City's Development Agreement with Conagra for the construction of the new plant on the west side of Waseca, the City agreed to allow the removal of clay from the south 20 acres of the Lewer/Gaiter Lake property if this type of material was needed for the project. This made the property unsuitable to lease for ag purposes as the City might have ended up paying damages to the lessee if the crop was disturbed to supply material for Conagra. Staff approached Conagra and asked if they would rent the property since they could determine if they wished to mine it or farm it. Conagra was receptive to this suggestion and, in consultation with the City Attorney, staff developed the attached agricultural lease. This is a one year lease.

BUDGET IMPACT: This lease should generate just over \$6,000 in revenues that would not be realized if the lease were not approved.

ALTERNATIVES CONSIDERED: Not leasing the property.

RECOMMENDATION: Staff recommends approving the lease.

**LEASE
CITY OF WASECA, MINNESOTA
SOUTHEAST AGRICULTURAL LAND LEASE
CROP YEARS 2021**

THIS lease is entered into this 5th day of May, 2021, by and between the City of Waseca, Minnesota, Lessor, and Conagra Foods Packaged Foods, LLC, Lessee.

1. Lessor leases to Lessee South fields which is part of the Waseca Southeast Agricultural Land which is located in the County of Waseca, State of Minnesota, in Section 17, Township 107, Range 022 and Section 20, Township 107, Range 022 (the "Premises").

The specific field covered by this Lease are designated on the attached field map, which is a part of this Agreement.

2. Quote Specifications. Lessee shall submit a quote to lease the fields described above on a Quote Form dated May 5, 2021. The Quote Form executed by Lessee is incorporated into this Lease by reference and made a part of this Lease unless specifically changed by the terms agreed to in this Lease.
3. Rent and Default. Annual rent as set forth on the attached quote form is due in full on or before May 15, 2021. The annual amount due shall be equal to the quote amount. **Failure by Lessee to pay the rent when due or to comply with this agreement shall be deemed an Event of Default** and, if Lessee fails to cure said default within ten (10) days of written notice by Lessor, an amount equal to ten (10%) percent of the total rent stated above shall be due as additional rent. In the event the default continues, said additional rent shall be collectable as rent in addition to any other costs of enforcement as provided in Section 5. of this Lease.
4. Term. This Lease shall commence on May 5, 2021 and terminate on December 31, 2021, and shall not be amended in any manner except by written agreement of Lessor and Lessee.
5. Use of the Premises. Lessee agrees as follows:
 - A. The property shall be used for agricultural purposes only. No hunting/trapping/or other game/crop harvest activities shall be allowed on the leased premises.
 - B. Only agricultural equipment will be brought on to the property and no equipment will be stored on the property when not in actual use.
 - C. The land shall not be moldboard plowed or chisel plowed at the conclusion of the crop season.
 - D. All fertilizers, pesticide and herbicides may be applied only as permitted by the City and discussed with the City.
 - E. Under no circumstances may Lessee enter onto, plant crops or remove or otherwise disturb the soil within, any portion of the Premises that is subject to a conservation easement.

- F. Lessee will not commit, nor suffer or permit, any waste on the property and shall comply with all state, federal and local laws, regulations and ordinances governing pest control and land use.
- G. Lessee will farm the premises using farming practices which are generally accepted and approved in the vicinity.
- H. Lessee shall not assign this Lease or sublet the property without the prior written consent of Lessor.
- I. At the expiration of this Lease, Lessee will quietly surrender the property to Lessor in good condition and repair.
- J. Lessee knows, understands and acknowledges the risks and hazards associated with using the Premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Lessee hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Lessee's agents, representatives, participants, volunteers, guests and invitees while using the Premises or any improvements thereon or performing maintenance thereon or otherwise present on the City's Property as a result of the original Agreement. Lessee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee or any person using any improvements and hereby irrevocably releases and discharges the Lessee and any of its officials, employees or agents from any and all such claims of liability related in any way to the Premises, any improvements to be constructed thereon, or the City's maintenance, repair or other work conducted within the Premises by the Lessee or City or any other third party. The City shall have no liability to the Lessee or Lessee's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Premises during any hours of use or maintenance by the Lessee.
- K. Lessee shall indemnify, protect, save, hold harmless and insure the 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 Lessee or its agents, employees, contractors, with respect to Lessee's use of the Premises; and Lessee shall specifically indemnify and hold harmless the City against any loss in lease revenue sustained by the City due to Lessee's use of the Premises pursuant to this Agreement. Lessee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Lessee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section 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 of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.
- L. Lessee shall provide and maintain a Certificate or Proof of Liability insurance, in the

minimum amount of \$1,000,000 per occurrence and general aggregate, or as indicated in the certificate(s) of insurance, whichever amount is greater, naming the City of Waseca and its agents as additional insureds. Lessee also agrees to maintain worker's compensation and employer's liability insurance as and in such minimum amounts as required by law, and comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for each accident (shall include coverage for all owned, hired and non-owned vehicles) or as indicated in the certificate(s) of insurance, whichever amount is greater.

- M. Lessee understands that the property in question is held by Lessor for public purposes. In the event that Lessor determines that there is a need for the property for public purposes as determined in Lessor's sole discretion, Lessor may re-enter all or part of the premises. In the event Lessor re-enters a portion of the premises, rent shall be abated on a pro-rata basis. Further, Lessor will reimburse Lessee for expenses incurred by Lessee in planting or growing the crops together with a reasonable return thereon, provided that Lessee shall not be reimbursed for expenses of any fertilization program designed for any period beyond the term of this Lease.
- N. To secure payment of the rent or any other indebtedness owing from Lessee to Lessor, Lessee grants a security interest to Lessor in all crops growing or grown on the property during the term of this Lease. This security interest also covers the products' contract rights with respect to such crops and any and all proceeds. In the event that Lessee defaults in the payment of rent or any other obligation owing to Lessor under this Lease, or in a performance of any of the covenants of this Lease, Lessor may declare all sums due under this Lease to be due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. Amounts owing under this Lease shall include all costs of the enforcement of the terms of this Lease, re-entering the leased premises and shall include reasonable attorney's fees. Lessor agrees to execute a UCC-1 (attached), and, further, to execute any and all other documents as may be, from time to time, needed to perfect and maintain this security interest.
- O. All acreage is accepted by lessee in "as is" condition. There shall be no compensation for field debris removal within this lease.
- P. The Lessee shall control noxious weeds at the direction of the Waseca County Agricultural Inspector, or other authority.
- Q. The attached map details the acreage for the field. Field acreages have been determined by the federal agricultural agencies. Acreages for payment may be measured and adjusted each year; the final decision will be measurements made by the City of Waseca.
- R. Portions of fields are known to be wet areas dependent on weather conditions. Rent will not be apportioned based on wet areas that may reduce crop yield. Contact the City Engineer for further information to be taken in account prior to quote submittal.
- S. The following attachments are incorporated as part of this Lease: Map (Southeast Agricultural Field), UCC-1, and the Quote Form.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed and set their hands and seals this

_____ day of _____, 20_____.

LESSEE:

PRINTED NAME

SIGNATURE

DATE

LESSOR:

CITY OF WASECA
A Municipal Corporation

by _____
CITY MANAGER

**CITY OF WASECA
AGRICULTURAL FARMLAND LEASE QUOTE FORM**

SECTION A: For 2021 Southeast Agricultural Field

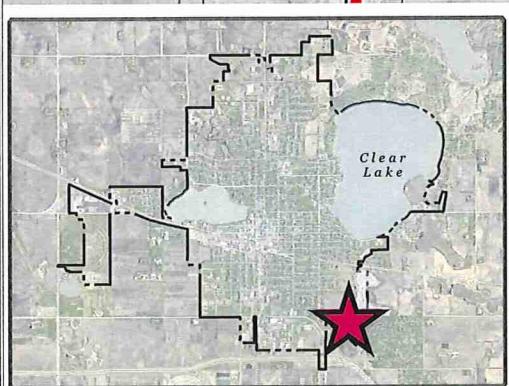
20.08 acres per year @ \$301.000 times 1 years = \$ 6,044.08

TOTAL IS DUE AND PAYABLE IN FULL ON OR BEFORE

MAY 1, 2021 THIS AMOUNT IS \$ 6,044.08.

AUTHORIZED PRINTED NAME AND AUTHORIZED SIGNATURE

DATE, CELL PHONE, EMAIL & MAILING ADDRESS



SITE MAP
Southeast Agricultural Field
PID 17.020.0850 -- 20.08 Acres

Title:	PUBLIC HEARING FOR PROPOSED ORDINANCE 1087—Amending City Code Chapter 94 to clarify repairing damage to utilities		
Meeting Date:	May 4, 2021	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Proposed ordinance 1087
Originating Department:	Electric Utility	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Defining responsibilities with legal recourse to repair damaged utilities improves high quality community assets.		

BACKGROUND: During the past five years or so, the Electric Utility has implemented a systematic conversion of overhead power to underground power to improve service reliability for all of Waseca. Unfortunately, underground contractors routinely damage our underground electric infrastructure through accidents and negligent acts. To an extent, contractors have been willing to pay for some of the damage repairs. Proposed ordinance 1087 provides the City with an important legal tool to recover all such costs. This proposed ordinance also allows other utilities located in the right of way (ROW) to recover costs for damages, including other City utilities.

BUDGET IMPACT: Proposed ordinance 1087 will incrementally improve operating budgets for our utilities.

ALTERNATIVES CONSIDERED: City staff and expert consultant attorneys have been working through ordinance revisions for months to present proposed ordinance 1087 to the City Council at this time, and in time for the 2021 construction season.

RECOMMENDATION: Staff recommends Council adopt proposed ordinance 1087.

CHAPTER NO. 1087

AN ORDINANCE OF THE CITY OF WASECA, MINNESOTA, AMENDING CITY CODE CHAPTER 94, SECTION 94.42 TO CLARIFY THE RESPONSIBILITY OF A RIGHT-OF-WAY USER TO PAY FOR THE COST OF REPAIRING DAMAGE TO OTHER FACILITIES

The City Council of the City of Waseca, Minnesota does hereby ordain:

Section 1. AMENDMENT OF MUNICIPAL CODE, TITLE IX, GENERAL REGULATIONS, CHAPTER 94, STREETS AND SIDEWALKS, SECTION 94.42, DAMAGE TO OTHER FACILITIES. Section 94.42 of the Waseca Municipal Code is hereby amended, as follows (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; section which are only proposed to be re-numbered are only set forth below as to their number and title):

* * * *

(B) Each registrant who causes or whose facilities cause damage to facilities in the right-of-way owned by another party shall be responsible for the all costs incurred by the owner of such damaged facilities in repairing any such damaged facilities in the right-of-way which it or its facilities damages. If a registrant or its facilities damages a facility that it does not own or operate, it shall reimburse the owner of the damaged facility for the actual cost of repairs, and for a pipeline the cost of the product that was being carried in the pipeline and was lost as a direct result of the damage. Each registrant shall be responsible for the actual cost of repairing any damage to the facilities of another ~~registrant~~ caused during the city's response to ~~a situation deemed an emergency by the city and~~ occasioned by that registrant or its facilities. The actual cost of repairs to be reimbursed to the owner of damaged facilities under this paragraph shall include, but shall not be limited to, the actual cost, if any, of equipment, materials, transportation, employee/contractor wages, employee or equipment mobilization/demobilization, and billing or processing costs incurred by the owner or operator of the damaged facility in completing the repairs. Notwithstanding the forgoing, reimbursement shall not be required of a registrant if damage to a facility in the right-of-way is caused by the sole negligence of the owner or operator of the facility, or if the owner or operator of the damaged facility failed to comply with Minn. Stat. § 216D.04, subd. 3, as the same may be amended from time to time.

Section 2. This Ordinance shall take effect 10 days after its passage and publication.

Adopted this ____ day of _____, _____.

R. D. SRP
MAYOR

Attest:

CITY CLERK

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

Title:	PUBLIC HEARING FOR PROPOSED ORDINANCE 1088—An ordinance to establish procedures for the completion of necessary repairs and for assessing the costs of necessary repairs to private property sanitary sewer lateral services (lateral services)		
Meeting Date:	April 20, 2021	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Proposed ordinance 1088 Ordinance 1079
Originating Department:	Sanitary Sewer Utility	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High quality community assets, the entire public and private sanitary sewer systems, are improved by working to resolve the community excessive inflow and infiltration (I&I) issues		

BACKGROUND: The City Council has adopted Ordinance 1079, attached for reference, to allow the City to define deficient (bad) lateral service conditions, and to establish an inspection process for lateral services. Ordinance 1079 is an outcome of the Schedule of Compliance (SOC) process, which the Council authorized after MPCA mandated negotiations due to permit violations involving sanitary sewer pumping to the stormwater system, to the environment, and basement flooding during heavy rain events. Such wastewater release events are illegal, and are subject to MPCA enforcement action, including, for example, monetary fines and not approving sanitary sewer extensions of the City pipe system by MPCA—which would stunt community growth. The City has video documentation that I&I enters the City owned sanitary sewer pipes and manholes, and the private property lateral services which flow sewage from buildings to the City pipe system.

Proposed ordinance 1088, also attached, expands the scope of Ordinance 1079. It addresses the following issues:

- for public transparency with all stakeholders, defines an appeal process through the City Council for citizens with non-compliant (deficient) service laterals. Refer to (H)(2) of the attached proposed ordinance 1088.
- grants the City authority to assess the “reasonable cost of necessary repairs” to deficient lateral services to bring the lateral service in compliance with Ordinance 1079. Refer to (H)(3) of the attached proposed ordinance 1088.
- with due process, grants Council authority to certify unpaid lateral service repair/correction charges to the County Auditor. Refer to (H)(4) of the attached proposed ordinance 1088.

BUDGET IMPACT: The basic purpose of proposed ordinance 1088 is to provide all stakeholders with transparent tools to help solve our community I&I issues. While there is no immediate budget impact with this proposed ordinance, I&I projects will have public and private infrastructure investment costs which impact all stakeholder budgets.

ALTERNATIVES CONSIDERED: City staff has been sifting through many ideas and discussions with expert attorneys and consultant engineers to present the attached refined proposed ordinance 1080 for Council consideration.

RECOMMENDATION: Staff recommends Council adopt proposed ordinance 1088.

ORDINANCE NO. 1088

AN ORDINANCE ESTABLISHING A PROCEDURE FOR THE COMPLETION OF NECESSARY REPAIRS OR CORRECTIONS TO SANITARY SEWER SERVICE LATERALS NOT IN COMPLIANCE WITH CITY CODE AND FOR ASSESSING THE COSTS OF NECESSARY REPAIRS OR CORRECTIONS COMPLETED BY THE CITY

The City Council of the City of Waseca, Minnesota does hereby ordain:

Section 1. AMENDMENT OF MUNICIPAL CODE, TITLE V, PUBLIC UTILITIES, CHAPTER 53, SEWERS, SECTION 53.33, INFLOW AND INFILTRATION. Section 53.33 of the Waseca Municipal Code is hereby amended as follows (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; section which are only proposed to be re-numbered are only set forth below as to their number and title):

* * * *

(H) *Corrections.*

(2) Repairs and corrections necessary to bring any properties found to be non-compliant by the inspection required in paragraph (G) of this section into compliance with this section shall be completed within ninety (90) days of the date of notice of noncompliance for repairs or corrections that do not require excavation of the property (outside or inside the dwelling or structure). Repairs or corrections that require excavation of the property must be completed within one-year (365 days). The property owner shall request a second inspection of the property within ten (10) calendar days after completion of the repair(s) or correction(s), which inspection shall be completed as determined by the enforcement authority. A property owner may appeal a notice of noncompliance and any required repair(s) or correction(s) ordered pursuant to paragraph (M) of this section. If the city council, after hearing an appeal, orders the property owner to complete the repair(s) or correction(s), or if no timely appeal is submitted, and the repair(s) or correction(s) are not timely completed, the city may enter onto the property and cause the necessary repair(s) or correction(s) to be completed at the expense of the property owner.

(3) The owner of the property on which a sanitary sewer lateral is located shall be responsible for the cost of all repair(s) or correction(s) necessary to bring the property into compliance with this section, in addition to the cost of any preventative maintenance the owner may find necessary to keep the property in compliance with this section. The owner of property on which repair(s) or correction(s) have been completed by the city pursuant to paragraph (H)(2) of this section, is personally liable to the city for the cost or the repair(s) or correction(s), including, without limitation, administrative costs, court fees and costs, consultant engineer and/or contractor services, fees, and expenses, and attorneys' fees, if applicable. Unpaid charges constitute a lien against the property benefitted by the repair(s) or correction(s) on and after the date they were incurred by the city. As soon as the repair(s) or correction(s) have been completed and the cost determined by the enforcing officer, an appropriate city official will prepare a bill/invoice for such cost and mail it to the property owner or other responsible party for payment thereby. Such amount shall be due and payable to the city within 30 days of the date the city's invoice is issued.

(4) If any cost of repair(s) or correction(s), or any portion of such cost, has not been timely paid under paragraph (H)(3) of this section, the city council may, at any time thereafter, certify the unpaid charge to the county auditor as a lien against the property to which the cost is attributable. Before certification of an unpaid charge as a lien against the property under this paragraph, the city shall provide reasonable written notice of the impending certification and an opportunity to be heard by the city council to the property owner. For purposes of this section, the property owner shall be the taxpayer of record on file with the county auditor. Failure of the property owner to receive the assessment notice will not invalidate the certification, provided reasonable written notice was sent by mail to the property owner's publicly listed address in the county auditor's taxpayer records. The city council may certify the unpaid charges so assessed to the county auditor for collection along with current property taxes in the manner of a special assessment in the following year or in annual installments, not exceeding ten, as the city council may determine in each case.

Section 2. This Ordinance shall take effect 10 days after its passage and publication.

Adopted this ____ day of _____, _____.

R. D. SRP
MAYOR

Attest:

CITY CLERK

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

ORDINANCE NO. 1079

AN ORDINANCE FOR THE REDUCTION OF CLEAN WATER INFLOW AND INFILTRATION (I&I) IN THE
SANITARY SEWER SYSTEM

The City Council of the City of Waseca, Minnesota does hereby ordain:

Section 1. AMENDMENT OF MUNICIPAL CODE, TITLE V, PUBLIC UTILITIES, CHAPTER 53, SEWERS.
Chapter 53 of the Waseca Municipal Code is hereby amended by adding a new Section 53.33 as follows:

§ 53.33 INFLOW AND INFILTRATION.

(A) *Findings and Intent.*

(1) The City of Waseca (City) finds that the discharge of water from roof area, surface area, groundwater, sump pump, footing tile or swimming pool, or other natural precipitation into the municipal sanitary sewer system has the potential to cause property damage and overload the municipal sanitary sewer system.

(2) The City of Waseca finds it essential for the maintenance of health, minimization of property damage, to maintain environmental water quality, and to maintain the life and capacity of the municipal sanitary sewer system.

(3) The City of Waseca has executed a Schedule of Compliance (SOC) with the Minnesota Pollution Control Agency (MPCA) "to reduce inflow and infiltration in the collection system and minimize wastewater releases" from the sanitary sewer system.

(B) *Applicability.* This section shall apply to all water entering the sanitary sewer system unless explicitly exempted by the City in writing. The City and its representatives are authorized to administer, implement, and enforce the provisions of this section.

(C) *Definitions.* For the purpose of this section, the following terms are defined:

CLEAR WATER means storm water, natural precipitation, melting snow, ground water, roof drainage, ground surface and subsurface drainage, down spout, yard drain, sump pump, foundation drain, yard fountain, pond, swimming pool, cistern overflow, or any other water that is not required to be treated by state or federal law. Swimming pool water that is required to be treated in accordance with city, county or state regulations shall not be considered clear water.

DAYS means calendar days unless otherwise provided.

DEFICIENT SEWER SERVICE LATERAL (deficient lateral) means a sanitary sewer service lateral which has been determined by the enforcement authority upon application of assessment standards established by NASSCO (National Association of Sewer Service Companies) to have multiple types of structural deficiencies or one type of structural deficiency at multiple locations. For the purposes of this section, "structural deficiencies" shall include but not be limited to the following, as determined by the enforcement authority:

(1) Cracked, broken, collapsed, defective lateral, or substandard or defective cleanout connection. Fracture, hole, loose joint, missing portion of pipe, observable evidence of inflow and infiltration (such as flow or mineral deposits), illegal storm water or clean water connection, offset joint, open joint, root intrusion, substandard configuration in the alignment or profile such as a sag, offset joint, deficient grade; or,

(2) An abandoned service resulting from structure demolition which alters the use of the property.

ENFORCEMENT AUTHORITY means the City Manager or his or her designee.

SANITARY SEWER SERVICE LATERAL means all privately-owned sanitary sewer service pipes that extend from the municipal sewer main to the structure that it serves.

(D) *Compatibility with Other Regulations.* This section is not intended to modify or repeal any other chapter, section, rule, regulation, or other provision of law. The requirements of this section are in addition to the requirements of any other chapter, rule, regulation, or other provision of law, and where any provision of this section imposes restrictions different from those imposed by any other chapter, section, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall apply.

(E) *Prohibition Against Discharge to the Sanitary Sewer System.* No person shall discharge or cause clear water to be discharged into the municipal sanitary sewer collection system, or infiltrate into the sanitary sewer system any clear water because of a sump pump, defective plumbing, a deficient sanitary sewer service lateral, foundation drain, or by any other means.

(F) *Sump Pump Regulation.* Any dwelling or structure that has a sump pump discharge system to remove groundwater from its foundation drain must have a permanently installed discharge line. A "permanently installed discharge line" shall be one which provides for year-round discharge capability to either the outside of the dwelling or structure, or is connected to the City storm sewer. It shall consist of a discharge line in accordance with City Code § 52.02, without valving or quick connections for altering the path of discharge and, if connected to the City storm sewer line, includes a check valve. It shall not be capable of connection or reconnection to the municipal sanitary sewer system.

(G) *Inspections.*

(1) The city shall have authority to conduct inspections of all sanitary sewer service laterals and other connections to the sanitary sewer collection system. By maintaining any connection to the city's sanitary sewer collection system, the owner of the property served by such connection consents to the ~~City's inspection of such connection~~ requirements of this section. All inspections shall be conducted pursuant to this paragraph (G).

(2) Timelines for inspections and areas of the City within which inspections shall be required shall be established by the enforcement authority and coordinated with approved or proposed Capital Improvement Projects. When the enforcement authority establishes inspection timelines for a designated area of the City, then:

(a) Every person owning improved real estate within such area of the City, or in the case of new construction, contractors and builders who are building a dwelling or structure that will be connected to the City's sanitary sewer system, shall allow each dwelling or structure located on such property, together with all sanitary sewer service laterals or other connections from such property to the City's sanitary sewer system, to be inspected by an inspector designated by the enforcement authority. The City shall be responsible for the cost of such inspection. The purpose of this inspection shall be to confirm that there is no prohibited discharge into the municipal sanitary sewer system and to identify any deficient sanitary sewer service laterals or other violations of this section.

(b) All properties inspected pursuant to this section shall be determined by the enforcement authority to be either compliant or non-compliant with City ordinances. Properties found to be compliant with City ordinances shall be issued a Certificate of Compliance by the enforcement authority. Properties found to be non-compliant shall be brought into compliance by making necessary corrections pursuant to paragraph (H) of this section.

(3) A sanitary sewer service lateral found to be in compliance with City ordinances by any such inspection shall be considered in compliance for a period not less than ten (10) years and exempt from the inspection requirement in this paragraph (G) during such ten (10) year period unless evidence of deficiencies in such lateral is discovered within such ten (10) year period.

(4) The manner of the inspection shall be determined by the enforcement authority and may include one or more of the following on-site inspections by an authorized City representative: smoke testing, dye testing, and/or televising of sanitary sewer service laterals from City mains and/or from inside a dwelling or structure.

(5) Notwithstanding anything to the contrary in this section, a property owner may satisfy the requirements of this paragraph (G) by engaging a licensed plumber to perform the inspection. The plumber must inspect the property's sump pump, sewer service lateral, and groundwater drainage system, and upon completion, return a completed inspection form provided by the City documenting the results of the inspection. All costs associated with an inspection by a privately retained plumber shall be the responsibility of the property owner.

(H) *Corrections.*

(1) Upon notice that the discharge of clear water on a property is not in compliance with this section, the owner of the property shall cease from discharging clear water in violation of said section and shall make the necessary repairs and corrections to discharge the clear water in accordance with this section, including the repair or replacement, as necessary, of any deficient sanitary sewer service lateral identified in the inspection.

(2) Repairs and corrections necessary to bring any properties found to be non-compliant by the inspection required in paragraph (G) of this section into compliance with this section shall be completed within ninety (90) days of the date of notice of noncompliance for repairs or corrections that do not require excavation of the property (outside or inside the dwelling or structure). Repairs or corrections that require excavation of the property must be completed within one-year (365 days). The property owner shall request a second inspection of the property

within ten (10) calendar days after completion of the repair(s) or correction(s), which inspection shall be completed as determined by the enforcement authority.

(I) *Sanitary Sewer Service Lateral Disconnection.* When making new sanitary sewer service lateral connections or modifications to existing sanitary sewer service lateral connections to the public sanitary sewer system, all existing unused sanitary sewer service laterals to the property shall be removed or abandoned and sealed in a manner satisfactory to the enforcement authority. When a dwelling or structure is demolished or removed, all existing sanitary sewer service laterals to the property shall be removed or abandoned and sealed in a manner satisfactory to the enforcement authority. Installation of a sewer lateral or removal of an existing sewer lateral shall be performed only with the proper City-issued permits.

(J) *Sewer Lateral Testing Required for Re-use.* In the case of a dwelling or structure demolition when the sanitary sewer service is proposed to be reused, the sanitary sewer service lateral shall be televised and all repairs to deficiencies identified shall be completed at the time of the demolition, after which said service shall be sealed at the property line to the satisfaction of the enforcement authority.

(K) *Violations.* A monthly surcharge in the amount of \$100.00 as set forth in the City's fee schedule shall be charged against any property on which clear water is discharged in violation of this section. The monthly surcharge will be billed by the City to the property owner if one or more of the following conditions apply:

(1) an inspection as required herein has not been allowed by the property owner or a Certificate of Compliance has not been issued by the City within thirty (30) days after the City's notice of inspection;

(2) the property owner fails to make the sewer line cleanout readily available for the inspection;

(3) the necessary corrections have not been made within the time specified; or

(4) the property owner reconnects a clear water discharge line to the municipal sanitary sewer system after it has been previously disconnected at the City's or a court's direction. The surcharge will be charged for every month during which the property is not in compliance. Non-payment of the monthly surcharge will be charged against the property and certified to the County Auditor's office for collection with property taxes in the manner of a special assessment.

(L) *Temporary Written Waivers.*

(1) The enforcement authority may grant a temporary written waiver from the provisions of this section where strict enforcement would cause a threat of damage or harm to other property, the environment, or public safety because of circumstances unique to the individual property or due to weather conditions. A written request for a temporary waiver must be first submitted to the enforcement authority specifying the reasons for the temporary waiver.

(2) The enforcement authority may set conditions to the temporary waiver. The enforcement authority may terminate the temporary waiver upon a failure to comply with any

conditions imposed on the temporary waiver. The enforcement authority must give a five-day (5) written notice of the termination to the property owner setting forth the reasons for the termination. After expiration or termination of a temporary waiver, the property owner shall comply with the provisions of this section.

(M) *Appeals.*

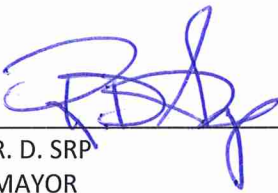
(1) Applications for appeal of any administrative determination made pursuant to this Section shall be addressed in writing to the enforcement authority within thirty-days (30) of the determination.

(2) Applications shall at a minimum identify the property for which the appeal is sought, the name of the property owner, and describe in detail the determination which is being appealed. Within 60 days of receipt of the application, the City Council shall make its decision on the matter and send a written copy of such decision to the property owner by first class mail.

(N) *Severability and Validity.* The provisions of this section are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this section or the application thereof to any person, establishment, or circumstances be declared by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of other provisions or application of this section.

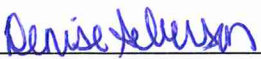
Section 2. This Ordinance shall take effect 10 days after its passage and publication.

Adopted this 7th day of April, 2020.



R. D. SRP
MAYOR

Attest:



DENISE SEBERSON
ADMINISTRATIVE CLERK or
AVAILABLE STAFF MEMBER PER COVID-19 ORDERS

Introduced: March 17, 2020
Adopted: April 7, 2020
Published: April 10, 2020
Effective: April 17, 2020

1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

2. The second part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

3. The third part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

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