## COUNCIL WORKSESSION: 6 P.M. Re: Public Nuissance REGULAR WASECA CITY COUNCIL MEETING TUESDAY, FEBRUARY 18, 2020 7 p.m. AGENDA

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

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

## 5 REQUESTS AND PRESENTATIONS

## 6 <u>CONSENT AGENDA</u>

- A. Minutes Regular City Council Meeting 2/4/20
- B. Payroll & Expenditures
- C. Introducing Ordinance 1075: Airport Board Composition & Set Public Hearing for March 17
- D. Accepting Jeannette Thompson's HPC Resignation
- E. Accepting Julie Anderson's HPC Application
- F. RCCA: Northeast Trail Wetland Replacement Project
- G. Approval of IUOE Union Contract

## 7 ACTION AGENDA

- A. RCCA: Approval of Final Payment Elm Ave Project
- B. Resolution 20-10: Setting Stormwater Utility Rates

## 8 <u>REPORTS</u>

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

## 9 <u>ANNOUNCEMENTS</u>

10 ADJOURNMENT

## MINUTES REGULAR WASECA CITY COUNCIL MEETING TUESDAY, FEBRUARY 4, 2020

## CALL TO ORDER/ROLL CALL

1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:01 p.m.

Councilmembers Present:	Mayor Roy Srp Daren Arndt Mark Christiansen Jeremy Conrath	Larry Johnson Les Tlougan
Councilmembers Absent:	Allan Rose	
Staff Present:	Lee Mattson, City Man Mike Anderson, Assista	ager ant to the City Manager

## **MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE**

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

## **APPROVAL OF AGENDA**

3 It was moved by Arndt, seconded by Conrath, to approve the agenda as amended. Motion carried 6-0.

## PUBLIC COMMENT

4 None

## **REQUESTS AND PRESENTATIONS**

5. None.

## **CONSENT AGENDA**

- 6 It was moved by Tlougan seconded by Arndt, to approve the Consent Agenda as presented. The motion carried 6-0, and included the following:
  - A. Minutes Regular City Council Meeting January 21, 2020 & Special Meeting 1/30/20
  - B. Payroll & Expenditures
  - C. Resolution 20-06: Roesler Tax Abatement Agreement
  - D. Appointing Katie Youngberg to the HPC
  - E. Setting County Board of Review Meeting: April 6, 7 p.m.
  - F. Resolution 20-09: Pavement Management Analysis
  - G. RCCA Amending Lease Agreement: Lead for America
  - H. Approval of Contract Payment: Keys Drilling

2

**6**A

## ACTION AGENDA

## 7A. RCCA: City Council Board and Commission Appointments

The City Council was given a list of current Board and Commission appointments. They all agreed to remain on the same appointments in 2020. No further action was taken.

## 7B. **Resolution 20-07:** City Project 2020-01 Street/Utility Improvements & Set Public Hearing Date

City Manager Mattson provided a powerpoint presentation regarding the Feasibility Study for the 2020 Street & Utility Improvement Project. Staff held an open meeting to the residents who will be impacted and are working with them to answer questions.

Councilmember Tlougan mentioned the date on the Resolution calling for a public hearing had the wrong date. The Resolution is to be amended to reflect the hearing date for March 4, 2020.

It was moved by Tlougan, seconded by Christiansen to approve Resolution 20-07 with the amended date. Motion carried 6-0.

## 7C. Resolution 20-08: Approval of Engineering Services

The City solicited proposals for engineering design services for a Safe Routes to School project that is scheduled to begin in early 2020. Stantec Engineering came in with the best proposal and approval of Resolution 20-08 will allow the City Manager to enter an agreement with Stantec for these services.

It was moved by Tlougan, seconded by Srp to approve Resolution 20-08. Motion carried 6-0.

## 7D. **RCCA:** Airport Board Composition

The City Council and Airport Board have been in discussions regarding the residency requirements pertaining to the Airport Board over the last few months. At the most recent Airport Board meeting, they made a recommendation to Council to allow for 3 of 4 seats to be available to County residents. It is currently at 2 County residents.

A motion was made by Conrath, seconded by Srp to have staff make the necessary Ordinance changes to allow 3 Waseca County Residents to be eligible for the Airport Board. Motion carried 6-0.

## **REPORTS**

## 8A City Manager's Report

- There was one reported electrical outage in January.
- In discussions with MNDOT about access to a parcel on south end of town.
- Southwest Minnesota Housing Partnership is holding application process until fall. The City is looking at creating its own process.
- Final Union Negotiations are almost complete.
- Postings are out for Internships, Police, Water Park, TLCF, & Recovery Coordinator.
- City Hall will be closed for Presidents Day

## 8B Commission Reports

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- Park Board Christiansen
  - Southview Shelter Project Discussions continued.
  - Taking a step back from Clear Lake Park to get a better overall look at the park.
  - Dog Park talks continued.
  - Sat in on an Emerald Ash Borer presentation at the Public Safety Building.
- Fire Relief Conrath
  - Welcomed two new members.
  - Talked about guidelines for future investments with the pension fund.

## **ANNOUNCEMENTS**

None.

## **ADJOURNMENT**

10 There being no further business to be brought before the Council, it was moved by Arndt, seconded by Conrath, to adjourn the meeting at 7:39 p.m.; the motion carried 6-0.

R. D. SRP MAYOR

MIKE ANDERSON ASSISTANT TO THE CITY MANAGER

## LIST OF EXPENDITURES

## February 18, 2020

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City Council	0.00
Streets	28,260.98
Parks	10,691.42
Wastewater	10,971.75
Utility Administration	4,709.63
Utility Billing	7,649.69
Electric	14,445.18
Water	6,933.78
Building and Code Compliance	2,581.42
Police	58,940.47
Administration	7,720.29
Community Aides	840.00
Fire	8,544.12
Paid On Call Fire Department	0.00
Election Judges	0.00
PEG	0.00
Finance	9,582.93
Connections	2,294.94
Community Development	5,181.10
Engineering	15,761.51
Recreation	2,685.97
Econ Development	<u>2,685.97</u>
Total Gross Payroll	200,481.15
*Less- Payroll Deductions	(61,727.13)

Net Payroll Cost

\$ 138,754.02

\*These costs are included in Accounts Payable totals below

## Accounts Payable

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Expenditures dated: January 31, 2020-February 14, 2020	
Includes check #'s 154697-154756	
Bank ACH Withdrawals	112,647.37

GRAND TOTAL EXPENDITURES \$ 251,401.39

CITY OF WAS	SECA	Check	Check Register - Council k Issue Dates: 1/31/2020 - 2/14/2020	Feb 1	Page: 4, 2020 04:38F	1 PM
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund				404 04704 0000	10 750 00	
02/14/2020	22010	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 2/9/2020	101-21701-0000 –	19,756.22	-
Total 10	1217010000	:		-	19,756.22	-
02/14/2020	22005	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 2/9/2020	101-21702-0000	8,903.88	
Total 10	1217020000	:		_	8,903.88	_
02/14/2020	22010	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 2/9/2020	101-21703-0000	8,492.63	ſ
02/14/2020	22010	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 2/9/2020	101-21703-0000	8,492.63	
Total 10	1217030000	:		-	16,985.26	_
02/14/2020	22007	Public Employees Retirement Assn (ACH	Credit reversal	101-21704-0000	37,206.07	ſ
02/14/2020	22007	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 2/9/2020	101-21704-0000	1,349.52	1
02/14/2020	22007	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 2/9/2020	101-21704-0000	8,771.68	I
02/14/2020	22007	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 2/9/2020	101-21704-0000	7,360.66	I
02/14/2020	22007	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 2/9/2020	101-21704-0000	8,771.62	I
02/14/2020	22007	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 2/9/2020	101-21704-0000 _	11,041.03	-
Total 10	1217040000	:		_	74,500.58	-
02/14/2020	154717		IBEW UNION DUES Pay Period: 2/9/2020	101-21707-0000	319.28	
02/14/2020		IUOE Local #70	FIRE UNION DUES Pay Period: 2/9/2020	101-21707-0000	128.28	
02/14/2020 02/14/2020		IUOE Local #70 Law Enforcement Labor Services	IUOE UNION DUES Pay Period: 2/9/2020 POLICE UNION DUES Pay Period: 2/9/2020	101-21707-0000 101-21707-0000	649.08 682.00	
Total 10	)1217070000	:		-	1,778.64	•
02/14/2020	20200149	Greater Mankato Area United Way	UNITED WAY Pay Period: 2/9/2020	101-21708-0000	55.00	_
Total 10	1217080000	:		_	55.00	_
02/14/2020	22010	ACH Internal Revenue Service	MEDICARE Pay Period: 2/9/2020	101-21712-0000	2,809.31	ſ
02/14/2020	22010	ACH Internal Revenue Service	MEDICARE Pay Period: 2/9/2020	101-21712-0000 _	2,809.31	-
Total 10	1217120000	:		-	5,618.62	_
02/14/2020	22012	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 2/9/2020	101-21713-0000	1,000.00	ſ
02/14/2020	22012	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 2/9/2020	101-21713-0000 _	495.00	-
Total 10	1217130000	:		-	1,495.00	-
02/14/2020	22009	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 2/9/2020	101-21714-0000	440.00	
Total 10	1217140000	:		_	440.00	-
02/14/2020		AFLAC		101-21715-0000	969.39	I
02/14/2020		AFLAC	AFLAC AFTER TAX Pay Period: 2/9/2020	101-21715-0000	325.78	
02/14/2020	22006	AFLAC	AFLAC PRE TAX Pay Period: 2/9/2020	101-21715-0000 _	643.61	-
Total 10	1217150000	:		-	1,938.78	-
02/14/2020	22004	Further	Flex/HSA Reimbursement	101-21716-0000	172.79	
02/14/2020	22013	Further	HSA DEDUCTION Pay Period: 2/9/2020	101-21716-0000	388.34	I

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Check Issue Date	Check Number	Рауее	Description	Invoice GL Account	Check Amount	
Total 10	)1217160000	):		-	561.13	
02/14/2020	22008	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 2/9/2020	101-21717-0000	1,220.57	М
Total 10	)1217170000	):		_	1,220.57	
02/14/2020	22011	Delta Dental		101-21719-0000	29.00	М
02/14/2020	22011	Delta Dental	DENTAL EE + SPOUSE Pay Period: 2/9/2020	101-21719-0000	416.15	
02/14/2020	22011	Delta Dental	DENTAL SINGLE Employee Pay Period: 2/9/2020	101-21719-0000	522.00	М
02/14/2020	22011	Delta Dental	DENTAL FAMILY Employee Pay Period: 2/9/2020	101-21719-0000	1,254.00	М
Total 10	)1217190000	):		-	2,221.15	
02/14/2020	22015	MN Public Employees Insurance Progra		101-21720-0000	3,935.64	М
02/14/2020		MN Public Employees Insurance Progra	PEIP Single Pay Period: 2/9/2020	101-21720-0000	12,774.72	
02/14/2020		MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 2/9/2020	101-21720-0000		
02/14/2020		MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 2/9/2020	101-21720-0000		М
02/14/2020		MN Public Employees Insurance Progra	PEIP Family Pay Period: 2/9/2020	101-21720-0000	2,828.12	
02/14/2020		MN Public Employees Insurance Progra	PEIP Family Pay Period: 2/9/2020	101-21720-0000	11,312.99	
Total 10	)1217200000	):			36,491.14	
02/14/2020	22014	VSP		- 101-21722-0000	6.77	м
02/14/2020	22014		VISION FAMILY Employee Pay Period: 2/9/2020	101-21722-0000	105.95	
02/14/2020	22014		VISION SINGLE Employee Pay Period: 2/9/2020	101-21722-0000	54.16	
02/14/2020	22014	VSP	VISION + ONE Employee Pay Period: 2/9/2020	101-21722-0000	97.84	M
Total 10	)1217220000	):		_	264.72	_
02/14/2020	154751	Waseca Area Foundation	Return Grant-unable to use	101-33500-0000	570.00	
Total 10	1335000000	):			570.00	
02/14/2020	20200175	Srp, Roy D.	Tech Reimb - Feb	101-41110-3200	173.71	
Total 10	)1411103200	:		_	173.71	_
02/14/2020	20200137	APG Media of So MN LLC	Public hearing notice	101-41110-3400	53.63	
Total 10	)1411103400	:			53.63	
02/14/2020	20200180	Waseca Area Senior Citizens Center	City Contribution - February	101-41110-4455	1,125.00	
Total 10	)1411104455	:		_	1,125.00	_
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-41320-1310	564.89	м
02/14/2020		Further	VEBA/HSA submittal Feb	101-41320-1310	256.59	
02/14/2020		Further	VEBA/HSA submittal Feb	101-41320-1310	177.25	
Total 10	)1413201310	):			998.73	
02/14/2020	20200179	U.S. Bank - CC	Website Domain Renewal	101-41320-4330	159.98	
Total 10	)1413204330	):		_	159.98	
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/14/2020	154741	South Central College	Safety Program	101-41320-4940	1,300.00
Total 10	)1413204940	r.		_	1,300.00
02/14/2020	20200135	A. H. Hermel Company	pop for vending machine	101-41320-4945	98.98
02/14/2020	20200135	A. H. Hermel Company	Pop for vending machine-Credit	101-41320-4945	12.24-
Total 10	)1413204945	i		-	86.74
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-41500-1310	1,637.42
Total 10	)1415001310	:		_	1,637.42
02/14/2020	20200157	Innovative Office Supply	Budget Book Supplies	101-41500-2000	106.71
02/14/2020	20200157	Innovative Office Supply	Staple Remover-Payroll Clerk	101-41500-2000	2.20
02/14/2020	20200157	Innovative Office Supply	Wrist rest-Payroll Clerk	101-41500-2000	7.63
Total 10	)1415002000	r.		_	116.54
02/14/2020	154714	Government Finance Officers Associatio	Annual Conference	101-41500-3300	465.00
Total 10	)1415003300	:			465.00
02/14/2020	154731	MN Recreation & Park Association	Job Advertisement		125.00
Total 10	)1415003400	r.		_	125.00
02/14/2020	154730	MN Government Finance Officer Assn	Membership Dues	101-41500-4330	70.00
Total 10	)1415004330	r.			70.00
02/14/2020	20200146	Flaherty & Hood PA	January Legal Fees	101-41600-3000	167.45
02/14/2020	20200146	Flaherty & Hood PA	January Labor and Employment Services	101-41600-3000	539.80
02/14/2020	20200160	Kennedy & Kennedy Law Office	January Legal Service	101-41600-3000	288.00
02/14/2020	154754	Waseca County Treasurer	Legal Services - Contract Payment	101-41600-3000	5,370.33
Total 10	)1416003000	:		_	6,365.58
02/14/2020	20200168	Pantheon Computer Systems Inc.	Laptop for Lee	101-41920-2050	1,040.47
02/14/2020	20200168	Pantheon Computer Systems Inc.	DVD Burner for PD	101-41920-2050	99.99
Total 10	)1419202050			_	1,140.46
02/14/2020	154727	Metro Sales Inc.	Maintenance agreement	101-41920-3100	1,489.50
02/14/2020	154727	Metro Sales Inc.	Maintenance agreement	101-41920-3100 _	534.28
Total 10	)1419203100	: :		-	2,023.78
02/14/2020	20200157	Innovative Office Supply	Credit card machine paper	101-41940-2000	22.80
Total 10	)1419402000	r.		-	22.80
02/14/2020	20200135	A. H. Hermel Company	Coffee and creamer for breakroom	101-41940-2170	86.56
02/14/2020	154708	Cintas Corporation	First aid Cabinet Supplies	101-41940-2170	24.03
02/14/2020	154739	Red Feather Paper Company	bathroom supplies	101-41940-2170	215.85
		U.S. Bank - CC	Coffee Creamer for Break Room	101-41940-2170	

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Check ssue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 10	01419402170	r.		-	811.44
)2/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	_ 101-41940-2230	18.48
Total 10	01419402230	r.			18.48
)2/14/2020 )2/14/2020		Cintas Corporation Culligan	Floor mat service RO lease	101-41940-3100 101-41940-3100	61.50 57.90
)2/14/2020		ServiceMaster of Mankato/Waseca	Janitorial Services	101-41940-3100	1,556.00
02/14/2020		Waste Management of Southern MN	January Service	101-41940-3100	194.92
Total 10	01419403100			_	1,870.32
02/14/2020	154709	City of Waseca	January Utilities	101-41940-3800	1,992.36
Total 10	01419403800	:		_	1,992.36
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-41950-1310	825.98
Total 10	01419501310	r.			825.98
2/03/2020	154687	Driver and Vehicle Services	Registration Renewal for Electric Car	 101-41950-2170	19.25
Total 10	01419502170	:		_	19.25
)2/14/2020	154753	Waseca County Recorder	Email Foreclosures		1.00
Total 10	01419503000	:		_	1.00
0/4 4/0000	00000470		0000 100 0-55-5-5	404 44050 2200	240.00
)2/14/2020 )2/14/2020		U.S. Bank - CC U.S. Bank - CC	2020 ICC Conference Hotel while at ICC Conference	101-41950-3300 101-41950-3300	340.00 118.21
Total 10	01419503300	r.			458.21
2/14/2020	22001	Further	VEBA/HSA submittal Feb	101-42100-1310	7,318.34
2/14/2020	22001	Further	VEBA/HSA submittal Feb	101-42100-1310 _	513.17
Total 10	01421001310	r.		-	7,831.51
2/14/2020	20200157	Innovative Office Supply	Office supplies	101-42100-2000	45.79
Total 10	01421002000	r.		-	45.79
)2/14/2020 )2/14/2020		U.S. Bank - CC Waseca County Highway Department	Fuel for trip from Owatonna to Waseca Monthly billing	101-42100-2120 101-42100-2120	40.79 2,232.79
	01421002120			-	2,273.58
2/14/2020		Red Feather Paper Company	Janitor supplies	101-42100-2170	117.00
2/14/2020		U.S. Bank - CC	Metal Detector-2020-0136	101-42100-2170	20.52
)2/14/2020 )2/14/2020		U.S. Bank - CC U.S. Bank - CC	Silica Gel Packets for evidence room Powerade	101-42100-2170 101-42100-2170	15.98 17.92
		U.S. Bank - CC	Food for debrief meeting	101-42100-2170	4.94
02/14/2020					

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 10	)1421002170	r.		-	333.09
02/14/2020	20200151	Grotberg, Angie	Uniform Allowance	- 101-42100-2180	191.50
02/14/2020		Luiken, Greta	Uniform Allowance	101-42100-2180	22.54
02/14/2020		Streicher's	uniform expense	101-42100-2180	125.99
02/14/2020	20200176	Streicher's	Uniform expense	101-42100-2180	166.30
02/14/2020		U.S. Bank - CC	Kris Markeson Uniform Allowance	101-42100-2180	161.07
Total 10	)1421002180			_	667.40
02/14/2020	154708	Cintas Corporation	First aid cabinet supplies	101-42100-2190	31.04
Total 10	)1421002190	:		_	31.04
02/14/2020	20200178	Thornhill, Lawrence E.	Vehicle Detailing	101-42100-2220	42.00
Total 10	)1421002220	:		_	42.00
02/14/2020	154710	Community Growth Solutions Inc	Consultation	101-42100-3000	1,120.00
02/14/2020		Mayo Clinic	blood draw 2020-136	101-42100-3000	32.00
Total 10	)1421003000	:		_	1,152.00
02/14/2020	154701	Blue Earth County Sheriff's Office	2020 CIS-MDC	101-42100-3100	2,548.00
02/14/2020	154707	Cintas Corporation	Floor Mats	101-42100-3100	14.29
02/14/2020	154707	Cintas Corporation	Floor Mats	101-42100-3100	14.29
02/14/2020	20200143	Culligan	Culligan	101-42100-3100	59.90
02/14/2020	20200172	ServiceMaster of Mankato/Waseca	Janitoral Services	101-42100-3100	423.81
02/14/2020	154746	Thomson Reuters - West	Information Charges	101-42100-3100	254.68
02/14/2020	20200182	Waste Management of Southern MN	January Service	101-42100-3100 _	88.73
Total 10	)1421003100			-	3,403.70
02/14/2020	154750	Verizon Wireless	Monthly Billing	101-42100-3200	966.96
02/14/2020	154750	Verizon Wireless	Monthly Billing	101-42100-3200	42.65
Total 10	)1421003200			-	1,009.61
02/14/2020	154701	Blue Earth County Sheriff's Office	2020 CIS-Shared Records	101-42100-3300	8,342.00
02/14/2020	20200179	U.S. Bank - CC	2020 MN Chiefs Conference Registration	101-42100-3300	8.96
02/14/2020	20200179	U.S. Bank - CC	Governer's Conference Registration	101-42100-3300	29.80
02/14/2020	20200179	U.S. Bank - CC	Swat training meal	101-42100-3300	104.34
02/14/2020	20200179	U.S. Bank - CC	Governer's Conference Registration	101-42100-3300	68.89
02/14/2020	20200179	U.S. Bank - CC	Governer's Conference Registration	101-42100-3300 _	350.00
Total 10	)1421003300	::		-	8,903.99
02/14/2020	154709	City of Waseca	January Utilities	101-42100-3800	795.68
Total 10	)1421003800	:		-	795.68
02/14/2020	154702	Bock's Service Inc.	Tire Repair	101-42100-4040	22.00
Total 10	)1421004040			_	22.00

	Page 4, 2020 04:3	Feb 1	Check Register - Council ick Issue Dates: 1/31/2020 - 2/14/2020	Che	ECA	CITY OF WAS
_	Check Amount	Invoice GL Account	Description	Payee	Check Number	Check Issue Date
)0	178.0	101-42100-4330	4th Qtr Rotary Dues	Waseca Rotary Club	154755	02/14/2020
)0	178.0	_		r.	1421004330:	Total 10
00	55.0	101-42100-4940	Hearing Test	Amy Swain Hearing Centers	154698	02/14/2020
00	55.0	_		r.	1421004940:	Total 10
57 M	1,310.6	101-42200-1310	VEBA/HSA submittal Feb	Further	22001	02/14/2020
57	1,310.6	_		r.	1422001310:	Total 10
7	211.6	101-42200-2120	Monthly billing	Waseca County Highway Department	154752	02/14/2020
57	211.6	_		:	1422002120:	Total 10
10	86.4	101-42200-2170	Batteries	Batteries Plus Bulbs	20200138	02/14/2020
	18.6	101-42200-2170	Parts and supplies	Napa Auto Parts		02/14/2020
'5	32.7	101-42200-2170	Shipping-battery charger	Sportsmans Stop Inc.	20200174	02/14/2020
30	137.8	_			1422002170:	Total 10
′8	2.7	101-42200-2210	Parts & Supplies	Waseca Hardware LLC	20200181	02/14/2020
/8	2.7	_			1422002210:	Total 10
29	14.2	101-42200-3100	Floor Mats	Cintas Corporation	154707	02/14/2020
	14.2	101-42200-3100	Floor Mats			02/14/2020
	423.8	101-42200-3100	Janitoral Services	ServiceMaster of Mankato/Waseca		02/14/2020
	88.7	101-42200-3100 _	January Service	Waste Management of Southern MN	20200182	02/14/2020
4	541.1	_		::	1422003100:	Total 10
3	47.6	101-42200-3200	Monthly Billing	Verizon Wireless	154750	02/14/2020
33	47.6	_		r.	1422003200:	Total 10
38	795.6	101-42200-3800	January Utilities	City of Waseca	154709	02/14/2020
3	38.4	101-42200-3800	January Utilities	City of Waseca	154709	02/14/2020
1	834.1	_		r.	1422003800:	Total 10
0	1,091.0	101-42200-4330	2019 Dues	MN State Fire Chiefs Association	154732	02/14/2020
0	1,091.0	_		:	1422004330:	Total 10
00 M	443.0	101-42400-1310	VEBA/HSA submittal Feb	Further	22001	02/14/2020
99 M	116.9	101-42400-1310 _	VEBA/HSA submittal Feb	Further	22001	02/14/2020
9	559.9	=		r.	1424001310:	Total 10
00	70.0	101-42400-3100	Snow Removal-201 N State Street	Lenz Lawn Care & Landscaping Inc.	20200161	02/14/2020
)0	95.0	101-42400-3100	Ice and snow removal-621 N state Street	Lenz Lawn Care & Landscaping Inc.	20200161	02/14/2020
)0	45.0	101-42400-3100	Ice and snow removal-110 2nd Ave NW	Lenz Lawn Care & Landscaping Inc.	20200161	02/14/2020
10	65.0	101-42400-3100	Snow removal- railroad by Johnson Ave SW	Lenz Lawn Care & Landscaping Inc.	20200161	02/14/2020

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 10	)1424003100	):		-	275.00
02/14/2020	154750	Verizon Wireless	Monthly Billing	101-42400-3200	25.23
Total 10	)1424003200	):			25.23
02/14/2020	20200150	Green, Bill	Mileage reimbursement for conference	101-42400-3350	87.98
Total 10	)1424003350	):		_	87.98
02/14/2020		Further	VEBA/HSA submittal Feb	101-43000-1310	120.53 M
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-43000-1310 _	1,339.88 N
Total 10	01430001310	):		-	1,460.41
02/14/2020	154752	Waseca County Highway Department	Monthly billing	101-43000-2120	35.76
Total 10	)1430002120	):		_	35.76
02/14/2020	154750	Verizon Wireless	Monthly Billing	101-43000-3200	42.65
Total 10	)1430003200	):		_	42.65
02/14/2020	154697	American Public Works Association	Annual APWA Membership	101-43000-4330	875.00
Total 10	)1430004330	):			875.00
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-43100-1310	1,894.23 M
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-43100-1310	51.32 N
Total 10	)1431001310	):		_	1,945.55
02/14/2020	20200179	U.S. Bank - CC	Printer Ink	101-43100-2000	149.00
Total 10	)1431002000	):		_	149.00
02/14/2020	20200152	H & J Fuel Inc	Fuel	101-43100-2120	527.82
02/14/2020		Waseca County Highway Department	Monthly billing	101-43100-2120	3,068.76
02/14/2020	154752	Waseca County Highway Department	Monthly billing	101-43100-2120 _	261.63
Total 10	)1431002120	):		-	3,858.21
02/14/2020	154708	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	56.65
02/14/2020	20200143	5	Culligan Water	101-43100-2170	18.75
02/14/2020		Huber Supply Co Inc	band saw blades for street	101-43100-2170	386.94
02/14/2020 02/14/2020		U.S. Bank - CC Waseca Hardware LLC	Supplies Parts & Supplies	101-43100-2170 101-43100-2170	4.39 44.62
Total 10	)1431002170	):		-	511.35
02/14/2020	20200136	AmeriPride Services Inc	uniform-service	- 101-43100-2180	192.74
02/14/2020	20200136	AmeriPride Services Inc	uniform-service	101-43100-2180	197.73
Total 10	)1431002180	):		_	390.47

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/14/2020 02/14/2020		ServiceMaster of Mankato/Waseca Waste Management of Southern MN	janitorial service-Streets January Service	101-43100-3100 101-43100-3100 _	286.00 178.37
Total 10	)1431003100	r.		_	464.37
02/14/2020 02/14/2020	154709 154709	City of Waseca City of Waseca	January Utilities January Utilities	101-43100-3800 101-43100-3800	38.44 802.58
Total 10	)1431003800	:		_	841.02
02/14/2020	154698	Amy Swain Hearing Centers	Hearing Test	101-43100-4940	165.00
Total 10	)1431004940	:		_	165.00
02/14/2020 02/14/2020		Further Further	VEBA/HSA submittal Feb VEBA/HSA submittal Feb	101-43125-1310 101-43125-1310	491.10 51.32
Total 10	)1431251310	:		_	542.42
02/14/2020 02/14/2020		Cargill Inc Salt Division Sportsmans Stop Inc.	Road salt Shipping-actuator	101-43125-2170 101-43125-2170	5,503.21 21.59
Total 10	)1431252170	r.			5,524.80
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-43170-1310	105.24
Total 10	)1431701310	r.		_	105.24
02/14/2020	154703	Builders First Source Inc	signs	101-43170-2170	19.31
Total 10	)1431702170	:		_	19.31
02/14/2020	154709	City of Waseca	January Utilities	101-43170-3800	206.16
Total 10	)1431703800	:		_	206.16
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-43220-1310	175.39
Total 10	)1432201310	:		_	175.39
02/14/2020	20200156	Independent School District #829	City Contribution - February	101-45100-3100	8,333.33
Total 10	)1451003100	:		_	8,333.33
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-45130-1310	283.60
Total 10	)1451301310	:		_	283.60
02/14/2020	20200179	U.S. Bank - CC	Aquatics Marketing	101-45130-2000	8.75
Total 10	)1451302000	r.		-	8.75
02/14/2020 02/14/2020 02/14/2020 02/14/2020	20200179 20200179	U.S. Bank - CC U.S. Bank - CC U.S. Bank - CC U.S. Bank - CC	Tools Fiber Towels Metal Protectant Metal Protectant	101-45130-2170 101-45130-2170 101-45130-2170 101-45130-2170 101-45130-2170	30.81 95.97 31.22 62.34

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	31.15
Total 10	1451302170	):		_	251.49
02/14/2020	20200179	U.S. Bank - CC	Cleaning supplies for WWP	101-45130-2175	160.00
02/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	101-45130-2175	14.76
Total 10	1451302175	j:		_	174.76
02/14/2020	20200179	U.S. Bank - CC	Certified Pool Operator Course	101-45130-3300	29.25
02/14/2020	20200179	U.S. Bank - CC	SMRPA Meeting	101-45130-3300	350.00
Total 10	1451303300	):		_	379.25
02/14/2020	154709	City of Waseca	January Utilities	101-45130-3800	519.97
Total 10	1451303800	):		_	519.97
02/14/2020	20200139	Border States Electric Supply	LED Lamps - Water Park	101-45130-4000	823.00
02/14/2020	20200179	U.S. Bank - CC	Shower rings	101-45130-4000	157.00
Total 10	1451304000	):		_	980.00
02/14/2020	20200179	U.S. Bank - CC	Membership Dues	101-45130-4330	6.80
Total 10	1451304330	):		_	6.80
02/14/2020	154729	MN Department of Public Safety	EPCRA Chemical Inventory Fees	101-45130-4500	100.00
Total 10	1451304500	):		_	100.00
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-45200-1310	1,418.00
02/14/2020	22001	Further	VEBA/HSA submittal Feb	101-45200-1310	70.90
Total 10	1452001310	):		_	1,488.90
02/14/2020	20200152	H & J Fuel Inc	Fuel	101-45200-2120	527.82
02/14/2020	154752	Waseca County Highway Department	Monthly billing	101-45200-2120 _	222.37
Total 10	1452002120	):		-	750.19
02/14/2020	20200166	Napa Auto Parts	Parts and supplies	101-45200-2170	233.21
02/14/2020	154736	Northland Chemical Corporation	Restroom supplies	101-45200-2170	456.16
02/14/2020	154739		restroom supplies	101-45200-2170	336.44
02/14/2020	20200179	U.S. Bank - CC	Lumber for picinic tables or SouthView and Memorial	101-45200-2170	1,258.99
02/14/2020		U.S. Bank - CC	Lumber for picinic tables or SouthView and Memorial	101-45200-2170	109.00
)2/14/2020 )2/14/2020		U.S. Bank - CC Waseca Hardware LLC	Flag pole light Parts & Supplies	101-45200-2170 101-45200-2170	37.99 12.99
	1452002170			-	2,444.78
02/14/2020		Gempler's North American Safety Inc	Safety Gloves Safety Wear	101-45200-2190 101-45200-2190	226.90 774.48
02/14/2020					

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02/14/2020	20200179	U.S. Bank - CC	Bench Grinder, eye shield and bracket	101-45200-2210	8.08
02/14/2020	20200179	U.S. Bank - CC	Bench Grinder, eye shield and bracket	101-45200-2210	25.97
Total 10	)1452002210	:		_	34.05
02/14/2020	20200139	Border States Electric Supply	Park Restroom Light Fixtures	101-45200-2230	238.00
02/14/2020	20200155	IFACS	Picnic Table Hardware	101-45200-2230	95.44
02/14/2020	20200155	IFACS	Credit-Return	101-45200-2230	37.05-
02/14/2020	154740	Rick's Major Appliance Repair	Park Shop Refrigerator	101-45200-2230	699.00
02/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	66.43
Total 10	)1452002230	:		_	1,061.82
02/14/2020	20200161	Lenz Lawn Care & Landscaping Inc.	Sand/Salt by Lenz	101-45200-3100	260.00
02/14/2020	20200172	ServiceMaster of Mankato/Waseca	Service Master - Parks Dept	101-45200-3100	158.86
02/14/2020	20200182	Waste Management of Southern MN	January Service	101-45200-3100	10.78
Total 10	)1452003100	:			429.64
02/14/2020	154709	City of Waseca	January Utilities	 101-45200-3800	486.07
Total 10	)1452003800	:		-	486.07
02/14/2020	154724	Legacy Signs	Park ID Signs	- 101-45200-4000	965.00
Total 10	)1452004000	:		-	965.00
00/44/0000	454700		<b>_</b> .	-	10.00
02/14/2020	154702		Tire repair	101-45200-4040	48.00
02/14/2020	154702	Bock's Service Inc.	#57 Alignment	101-45200-4040 _	66.56
Total 10	)1452004040	:		-	114.56
02/14/2020	20200179	U.S. Bank - CC	LED Bulbs for Library	101-45500-2280	295.00
Total 10	)1455002280	:		_	295.00
02/14/2020	20200172	ServiceMaster of Mankato/Waseca	Monthly Janitorial	101-45500-3100	790.00
02/14/2020	20200182	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 10	01455003100	:		-	846.73
02/14/2020	154709	City of Waseca	January Utilities	101-45500-3800	737.51
Total 10	1455003800	:		_	737.51
02/14/2020	20200141	Connors Plumbing & Heating Inc.	library small boiler repair	101-45500-4000	1,207.00
02/14/2020	20200141	Connors Plumbing & Heating Inc.	library drain cleaning	101-45500-4000	248.00
02/14/2020	20200141		library small boiler repair	101-45500-4000	264.00
Total 10	)1455004000	:		_	1,719.00
Total G	eneral Fund:			_	267,256.18
Airport				-	
02/14/2020	154744	Stensrud Aviation	February Contract Payment	230-49810-3100	2,300.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 23	80498103100	:		-	2,332.76	
02/14/2020	154706	CenturyLink	Anti-Virus Protection	230-49810-3200	2.95	
Total 23	30498103200	r.			2.95	
02/14/2020	20200137	APG Media of So MN LLC	Airport request for Qualifications	230-49810-3400	29.25	
Total 23	30498103400	r.			29.25	
02/14/2020	154709	City of Waseca	January Utilities	230-49810-3800	61.50	
Total 23	30498103800	:			61.50	
02/14/2020	20200141	Connors Plumbing & Heating Inc.	HVAC Repair	230-49810-4000	254.00	
Total 23	30498104000	r.			254.00	
Total Ai	rport:			_	2,680.46	
Economic De	-					
02/14/2020		Further	VEBA/HSA submittal Feb	261-46700-1310 _	177.25	М
Total 26	61467001310			-	177.25	
Total Ed	conomic Dev	elopment-General f:		-	177.25	
Police Reser 02/14/2020		Androli, Jeff	Reserve for basketball game 1/25/2020	275-49212-3100	75.00	
02/14/2020	20200165		Reserve for Basketball game 1/25/2020	275-49212-3100	75.00	
Total 27	5492123100	:		_	150.00	
Total Po	olice Reserve	:		-	150.00	
Safe Haven ( 02/14/2020		Further	VEBA/HSA submittal Feb	279-46350-1310	443.00	м
Total 27	9463501310	r.		-	443.00	
02/14/2020	154750	Verizon Wireless	Monthly Billing	- 279-46350-3200	42.65	
Total 27	9463503200	r.		_	42.65	
Total Sa	afe Haven Gr	ant:		-	485.65	
Capital Impre	ovement			_		
02/14/2020	20200146	Flaherty & Hood PA	January Legal Fees	430-43010-3000 _	3,516.25	
Total 43	30430103000			-	3,516.25	
02/14/2020	20200154	Heselton Construction LLC	Partial Payment No. Nine	430-43010-5560	29,620.81	
Total 43	80430105560			_	29,620.81	

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Ca	apital Improv	ement:			33,137.06
HWY 14 Reco	onstruction				
02/14/2020	154743	Stantec Consulting Services Inc	Elm Ave Engineering Services	436-43010-5560	13,321.36
02/14/2020	154748	Ulland Brothers Inc	Payment No. 18 Final	436-43010-5560	613,829.18
Total 43	6430105560	):		_	627,150.54
Total HV	WY 14 Recor	nstruction:		_	627,150.54
Water					
02/14/2020	154704	Bye, Brett	Refund of overbilled charges	601-36210-0000	.69
02/14/2020	154712	DTRE, LLC	refund on overbilled	601-36210-0000	.07
02/14/2020	154720	Kaiser, Mike	refund on overbilled	601-36210-0000	.67
02/14/2020	154733		refund on overbilled	601-36210-0000	.38
02/14/2020	154734	Nelson, Lynn	refund on overbilled	601-36210-0000	.69
02/14/2020	154738	Rathmann, Duane	refund on overbilled	601-36210-0000	.69
02/14/2020		Stagman, Jon	refund on overbilled	601-36210-0000	.65
Total 60	1362100000	):		-	3.84
02/14/2020	154704	Bye, Brett	Refund of overbilled charges	- 601-37000-3802	243.11
02/14/2020		DTRE, LLC	refund on overbilled	601-37000-3802	15.46
02/14/2020	154720	Kaiser, Mike	refund on overbilled	601-37000-3802	201.41
02/14/2020	154733	Nelson, Blake	refund on overbilled	601-37000-3802	89.91
02/14/2020	154734	Nelson, Lynn	refund on overbilled	601-37000-3802	228.59
02/14/2020	154738	Rathmann, Duane	refund on overbilled	601-37000-3802	242.36
02/14/2020	154742	Stagman, Jon	refund on overbilled	601-37000-3802 _	205.06
Total 60	1370003802	<u>:</u>		-	1,225.90
02/14/2020	154704	Bye, Brett	Refund of overbilled charges	601-37000-3905	141.32
02/14/2020	154712	DTRE, LLC	refund on overbilled	601-37000-3905	20.66
02/14/2020	154720	Kaiser, Mike	refund on overbilled	601-37000-3905	141.32
02/14/2020	154733	Nelson, Blake	refund on overbilled	601-37000-3905	102.19
02/14/2020	154734	Nelson, Lynn	refund on overbilled	601-37000-3905	141.32
02/14/2020		Rathmann, Duane	refund on overbilled	601-37000-3905	141.32
02/14/2020		Stagman, Jon	refund on overbilled	601-37000-3905	141.32
Total 60	1370003905	i:			829.45
02/14/2020	154715	Hawkins Inc	BEF Chemical Well 4	- 601-49401-2170	2,318.68
02/14/2020		Hawkins Inc	City Wells Chemicals	601-49401-2170	7,252.20
Total 60	1494012170	):		_	9,570.88
02/14/2020	20200140	Boss Supply Inc.	Well House sodium silicate tank switch valves	601-49401-2210	120.38
Total 60	)1494012210	):		_	120.38
02/14/2020	154715	Hawkins Inc	City Wells Chemicals	601-49401-2230	674.50
Total 60	1494012230	):			674.50
02/14/2020	20200179	U.S. Bank - CC	Postage	- 601-49401-3100	21.01

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Total 60	1494013100	):		-	21.01
02/14/2020 02/14/2020		City of Waseca Xcel Energy	January Utilities January Service	601-49401-3800 601-49401-3800	7,997.39 180.64
Total 60	1494013800	):		-	8,178.03
02/14/2020 02/14/2020		Further Further	VEBA/HSA submittal Feb VEBA/HSA submittal Feb	601-49430-1310 601-49430-1310 _	354.50 2,071.13
Total 60	1494301310	):		_	2,425.63
02/14/2020	154752	Waseca County Highway Department	Monthly billing	601-49430-2120	323.42
Total 60	1494302120	):		-	323.42
02/14/2020	20200164	Metering & Technology Solutions	Meters-ERT Project	601-49430-2215	280.96
Total 60	1494302215	5:		_	280.96
02/14/2020 02/14/2020		Core & Main LP Core & Main LP	Repair Sleeve Repair Sleeve	601-49430-2230 601-49430-2230	319.40 364.87
Total 60	1494302230	):		-	684.27
02/14/2020 02/14/2020 02/14/2020 02/14/2020 02/14/2020 02/14/2020 02/14/2020	20200136 20200148 154728 154728 20200174	Mid-America Meter Inc	uniform service uniform service Location calls - January Meter Calibration Meter Calibration Shipping-meter Calibrations Coliform Testing	601-49430-3100 601-49430-3100 601-49430-3100 601-49430-3100 601-49430-3100 601-49430-3100	12.84 12.84 7.20 235.19 223.80 56.20 180.00
Total 60	1494303100	):		_	728.07
02/14/2020	154750	Verizon Wireless	Monthly Billing	601-49430-3200	40.01
Total 60	1494303200	):			40.01
02/14/2020	20200158	James Brothers Construction Inc.	Main Break Repair	601-49430-4000	3,740.00
Total 60	1494304000	):		_	3,740.00
02/14/2020	154729	MN Department of Public Safety	EPCRA Chemical Inventory Fees	601-49430-4500	500.00
Total 60	1494304500	):		-	500.00
02/14/2020 02/14/2020		Further Further	VEBA/HSA submittal Feb VEBA/HSA submittal Feb	601-49585-1310 601-49585-1310	107.77 336.07
Total 60	1495851310	):		-	443.84
02/14/2020 02/14/2020	154727 154727		Maintenance agreement Maintenance agreement	601-49585-3000 601-49585-3000	165.50 35.62

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Total 60	)1495853000	):		-	201.12
02/14/2020	20200137	APG Media of So MN LLC	WCN subscription	- 601-49585-3200	19.00
Total 60	)1495853200	):		-	19.00
02/14/2020	154745	Summit Account Resolution	Utility Collections	- 601-49585-4320	9.23
Total 60	)1495854320	):		-	9.23
02/14/2020	22001	Further	VEBA/HSA submittal Feb	- 601-49586-1310	42.54 N
02/14/2020		Further	VEBA/HSA submittal Feb	601-49586-1310	147.67 N
Total 60	)1495861310	):		-	190.21
02/14/2020	154721	Keys Well Drilling Company	Pmt #5 - Well Project	601-49593-5400	30,231.37
02/14/2020	154721	Keys Well Drilling Company	Pmt #6 - Well Project	601-49593-5400	47,543.13
Total 60	)1495935400	):		_	77,774.50
02/14/2020	22002	MN Public Facilities Authority	2019 DW Interest	601-49980-6100	12,320.45 N
Total 60	)1499806100	):		_	12,320.45
Total W	ater:			_	120,304.70
Sanitary Sew					
02/14/2020		Bye, Brett	Refund of overbilled charges	602-37000-3902	120.37
02/14/2020		DTRE, LLC	refund on overbilled	602-37000-3902	10.96
02/14/2020		Kaiser, Mike	refund on overbilled	602-37000-3902	120.37
02/14/2020	154733		refund on overbilled	602-37000-3902	63.06
02/14/2020	154734		refund on overbilled	602-37000-3902	120.37
02/14/2020	154738	,	refund on overbilled	602-37000-3902 602-37000-3902	120.37
02/14/2020	104742	Stagman, Jon	refund on overbilled		120.37
Total 60	)2370003902	2.		-	675.87
02/14/2020	154704	Bye, Brett	Refund of overbilled charges	602-37000-3905	159.14
02/14/2020	154712	DTRE, LLC	refund on overbilled	602-37000-3905	22.92
02/14/2020	154720	Kaiser, Mike	refund on overbilled	602-37000-3905	159.14
02/14/2020	154733	Nelson, Blake	refund on overbilled	602-37000-3905	113.88
02/14/2020	154734	Nelson, Lynn	refund on overbilled	602-37000-3905	159.14
02/14/2020	154738	Rathmann, Duane	refund on overbilled	602-37000-3905	159.14
02/14/2020	154742	Stagman, Jon	refund on overbilled	602-37000-3905	159.14
Total 60	02370003905	5:		_	932.50
02/14/2020	22001	Further	VEBA/HSA submittal Feb	602-49470-1310	631.41 N
02/14/2020	22001	Further	VEBA/HSA submittal Feb	602-49470-1310	51.32 N
Total 60	2494701310	):		-	682.73
02/14/2020	20200148	Gopher State One-Call Inc	Location calls - January	602-49470-3100	7.20

#### Check Register - Council Check Issue Dates: 1/31/2020 - 2/14/2020

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 60	)2494703100	):		-	7.20
00/14/00000	454750			-	40.04
02/14/2020 02/14/2020		Verizon Wireless Verizon Wireless	Monthly Billing Monthly Billing	602-49470-3200 602-49470-3200 	40.01 40.01
Total 60	)2494703200	):		_	80.02
)2/14/2020	154709	City of Waseca	January Utilities	602-49470-3800	1,551.80
Total 60	)2494703800	):		_	1,551.80
)2/14/2020	20200139	Border States Electric Supply	NW lift LED Lights	602-49470-4020	263.36
2/14/2020	20200139	Border States Electric Supply	NW lift Electric heater plug	602-49470-4020	64.07
02/14/2020	20200167		NW Lift Electric Heater	602-49470-4020	160.99
02/14/2020	20200174	Sportsmans Stop Inc.	Shipping	602-49470-4020	22.70
Total 60	)2494704020	):		_	511.12
02/14/2020	22001	Further	VEBA/HSA submittal Feb	602-49480-1310	265.88
Total 60	)2494801310	):		_	265.88
)2/14/2020	154752	Waseca County Highway Department	Monthly billing	602-49480-2120	68.61
Total 60	)2494802120	):			68.61
02/14/2020	20200166	Napa Auto Parts	Parts and supplies	602-49480-2170	3.24
02/14/2020	20200179	1	Bit to install Lead sets	602-49480-2170	91.35
02/14/2020	20200179		Supplies	602-49480-2170	31.22
02/14/2020	20200179		Supplies	602-49480-2170	55.92
2/14/2020	20200179		Bit to install Lead sets	602-49480-2170	37.56
2/14/2020	20200179	U.S. Bank - CC	Supplies	602-49480-2170	13.30
)2/14/2020	20200179	U.S. Bank - CC	Supplies	602-49480-2170	11.84
)2/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	94.08
Total 60	)2494802170	):		_	150.35
)2/14/2020	154718	ISC Companies Inc	Equipment Belts	602-49480-2210	1,679.87
02/14/2020	20200166	Napa Auto Parts	Parts and supplies	602-49480-2210	36.76
02/14/2020	20200181	Waseca Hardware LLC	Parts & Supplies	602-49480-2210	255.45
Total 60	)2494802210	):		_	1,972.08
2/14/2020	20200179	U.S. Bank - CC	Tools	602-49480-2400	30.81
Total 60	)2494802400	):		_	30.81
02/14/2020	154707	Cintas Corporation	Janitorial Supplies	602-49480-3100	19.28
02/14/2020	154708	Cintas Corporation	First aid cabinet supplies	602-49480-3100	45.38
02/14/2020	20200163	M & R Electric Inc.	Electrician	602-49480-3100	101.26
02/14/2020	20200172	ServiceMaster of Mankato/Waseca	Janitorial Services	602-49480-3100	350.00
02/14/2020	154749	Utility Consultants Inc	Permit testing	602-49480-3100	1,759.56
02/14/2020	20200182	Waste Management of Southern MN	Waste Mgmt	602-49480-3100	314.40

#### Check Register - Council Check Issue Dates: 1/31/2020 - 2/14/2020

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 60	2494803100	:		-	2,589.88
02/14/2020	154750	Verizon Wireless	Monthly Billing	602-49480-3200	42.65
Total 60	2494803200	:		_	42.65
02/14/2020	20200179	U.S. Bank - CC	Training Certification Class-Hellevik	602-49480-3300	88.95
02/14/2020	20200179	U.S. Bank - CC	Training Certification Class-Hellevik	602-49480-3300	231.49
02/14/2020		U.S. Bank - CC	Training Certification Class-Hellevik	602-49480-3300	390.00
02/14/2020	20200179	U.S. Bank - CC	Training Certification Class-Hellevik	602-49480-3300 _	390.00
Total 60	2494803300	:		-	1,100.44
02/14/2020	154709	City of Waseca	January Utilities	602-49480-3800	597.30
Total 60	2494803800	:		_	597.30
02/14/2020	154729	MN Department of Public Safety	EPCRA Chemical Inventory Fees	602-49480-4500	100.00
Total 60	2494804500	r.		_	100.00
02/14/2020	22001	Further	VEBA/HSA submittal Feb	602-49585-1310	107.77
02/14/2020		Further	VEBA/HSA submittal Feb	602-49585-1310	336.07
Total 60	2495851310	t:		_	443.84
02/14/2020	154727	Metro Sales Inc.	Maintenance agreement		165.50
02/14/2020		Metro Sales Inc.	Maintenance agreement	602-49585-3000	35.62
Total 60	2495853000	r.			201.12
02/14/2020	20200137	APG Media of So MN LLC	WCN subscription		19.00
Total 60	2495853200	:		-	19.00
02/14/2020	154745	Summit Account Resolution	Utility Collections	- 602-49585-4320	17.71
Total 60	2495854320	r.		-	17.71
02/14/2020	22001	Further	VEBA/HSA submittal Feb	- 602-49586-1310	42.54
02/14/2020		Further	VEBA/HSA submittal Feb	602-49586-1310	147.67
Total 60	2495861310	:			190.21
02/14/2020	20200146	Flaherty & Hood PA	January Legal Fees	602-49586-3000	253.75
Total 60	2495863000	:		_	253.75
02/14/2020	20200144	Electric Pump Inc	Nemo Sludge Transfer Pump Renovations (2)	- 602-49593-5400	19,292.31
02/14/2020		General Repair Service Inc.	RAS Pump Renovation	602-49593-5400	12,836.13
Total 60	2495935400	:		_	32,128.44
02/14/2020	22002	MN Public Facilities Authority	2009 CW Interest	602-49980-6100	69,024.43
02/14/2020	22002	MN Public Facilities Authority	2019CW Interest	602-49980-6100	17,520.18

CITY OF WASECA Check Register - Council F Check Issue Dates: 1/31/2020 - 2/14/2020 Feb 14, 2020						
Description Invoic   Payee GL Accord						
	86,544.61					
	131,157.92					
SMMPA Power 604-4955	50-3810 417,871.61					
	417,871.61					
VEBA/HSA submittal Feb 604-4957	70-1310 60.61					
	60.61					
aseca January Utilities 604-4957	70-3800 124.33					
	124.33					
VEBA/HSA submittal Feb 604-4957	71-1310 1,337.17					
	1,337.17					
County Highway Department Monthly billing 604-4957	71-2120 358.21					
	358.21					
r - CC Tools 604-4957	71-2170 22.27					
r - CC Truck Supplies 604-4957	9.56					
Hardware LLCParts & Supplies604-4957	71-2170 3.21					
	35.04					
tate One-Call Inc Location calls - January 604-4957						
ns Stop Inc. Shipping 604-4957						
Irby Company Glove Testing 604-4957						
Irby Company Glove Testing 604-4957						
c - CC Class A Electrical Contractor 604-4957						
CC     Shipping     604-4957       c - CC     Shipping     604-4957       c - CC     Shipping     604-4957						
	733.72					
/ireless Monthly Billing 604-4957						
	80.02					
VEBA/HSA submittal Feb 604-4957	72-1310 134.47					
	134.47					
VEBA/HSA submittal Feb 604-4957						
	242.43					
arm Service propane for frost thaw unit 604-4957						
	73-2230 31.49					

Page: 4, 2020 04:38F	Feb 14	Check Register - Council heck Issue Dates: 1/31/2020 - 2/14/2020		BECA	CITY OF WAS
Check Amount	Invoice GL Account	Description	Payee	Check Number	Check Issue Date
56.87	_		:	4495732230	Total 60
68.18	604-49574-1310	VEBA/HSA submittal Feb	Further	22001	02/14/2020
68.18	_		r.	4495741310	Total 60
363.72	604-49574-2230	Street Light Bulbs	JT Services of MN	20200159	02/14/2020
363.72			:	4495742230	Total 60
486.58	604-49574-3800	January Service	Xcel Energy	154756	02/14/2020
486.58			r.	4495743800	Total 60
51.15		VEBA/HSA submittal Feb	Further	22001	02/14/2020
51.15			r.	4495841310	Total 60
87.24 338.18	604-49585-1310 604-49585-1310	VEBA/HSA submittal Feb VEBA/HSA submittal Feb	Further Further		02/14/2020 02/14/2020
425.42			r.	4495851310	Total 60
165.50 35.62	604-49585-3000 604-49585-3000	Maintenance agreement Maintenance agreement	Metro Sales Inc. Metro Sales Inc.	154727 154727	02/14/2020 02/14/2020
201.12	_		r.	4495853000	Total 60
19.00	604-49585-3200	WCN subscription	APG Media of So MN LLC	20200137	02/14/2020
19.00	_		r.	4495853200	Total 60
50.05	604-49585-4320	Utility Collections	Summit Account Resolution	154745	02/14/2020
50.05	_		r.	4495854320	Total 60
81.54 147.66	604-49586-1310 604-49586-1310	VEBA/HSA submittal Feb VEBA/HSA submittal Feb	Further Further		02/14/2020 02/14/2020
229.20	_			4495861310	Total 60
59.90	604-49586-2000	Label Maker	U.S. Bank - CC	20200179	02/14/2020
59.90	_		:	4495862000	Total 60
6.39 40.00	604-49586-3300 604-49586-3300 	NEC Code Books NEC Code Books	U.S. Bank - CC U.S. Bank - CC		02/14/2020 02/14/2020
46.39	_			4495863300	Total 60
605.00	604-49586-4330	GIS	Schneider Geospatial	20200170	02/14/2020
605.00			:	4495864330	Total 60

	SECA	Check Register - Council Check Issue Dates: 1/31/2020 - 2/14/2020			Page: 1 Feb 14, 2020 04:38Pf	
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total Ele	ectric Utility:				423,640.19	
Storm Water 02/14/2020	-	Further	VEBA/HSA submittal Feb	651-43140-1310	210.47	
Total 65	1431401310	r.		-	210.47	
02/14/2020	154709	City of Waseca	January Utilities	- 651-43140-3800	432.04	
Total 65	1431403800	r.		-	432.04	
02/14/2020	20200174	Sportsmans Stop Inc.	2610 Kens	- 651-43140-4000	24.99	
Total 65	1431404000	:		-	24.99	
02/14/2020	22001	Further	VEBA/HSA submittal Feb	- 651-49585-1310	53.18	
Total 65	1495851310	:		-	53.18	
Total Ste	orm Water U	tility:		-	720.68	
Central Gara	ge Services			-		
02/14/2020	22001	Further	VEBA/HSA submittal Feb	701-43180-1310 -	872.38	
Total 70	1431801310	r.		-	872.38	
02/14/2020	154752	Waseca County Highway Department	Monthly billing	701-43180-2120	85.74	
Total 70	1431802120	:		-	85.74	
02/14/2020	154700	Big State Industial Supply	bungie straps	701-43180-2170	246.50	
02/14/2020		Huber Supply Co Inc	tank lease	701-43180-2170	100.00	
02/14/2020	154716	Huber Supply Co Inc	tank leases	701-43180-2170	22.19	
02/14/2020	20200155	IFACS	supplies	701-43180-2170	116.35	
02/14/2020	20200155	IFACS	Shop supplies	701-43180-2170	66.51	
02/14/2020	20200166	Napa Auto Parts	Parts and supplies	701-43180-2170	109.32	
Total 70	1431802170	:		-	660.87	
02/14/2020	154702	Bock's Service Inc.	Tire Repair	701-43180-2210	40.00	
02/14/2020	20200153	H & L Mesabi	carbides&cover blades	701-43180-2210	1,880.16	
02/14/2020	154725	MacQueen Equipment Inc.	shoe adjusting rods	701-43180-2210	206.89	
02/14/2020	154725	MacQueen Equipment Inc.	snogo clevis for adj shoe	701-43180-2210	158.18	
02/14/2020	20200166	Napa Auto Parts	Parts and supplies	701-43180-2210	915.49	
02/14/2020	154737	QC Supply LLC	ring-o-matic parts	701-43180-2210	183.75	
02/14/2020	20200171	Schultz Welding	Plow Parts	701-43180-2210	331.00	
02/14/2020	20200173	Smiths Mill Implement Inc.	Parts	701-43180-2210	280.65	
02/14/2020	154747	Toppers Plus Inc	Plow Control Handle	701-43180-2210	41.08	
02/14/2020	20200183	Ziegler Inc	fenders for grader	701-43180-2210	685.72	
Total 70	1431802210			_	4,722.92	
02/14/2020	20200174	Sportsmans Stop Inc.	Shipping-total tool	701-43180-2400	9.30	
Total 70	1431802400	:			9.30	

CITY OF WASECA		Che	Check Register - Council eck Issue Dates: 1/31/2020 - 2/14/2020	Feb	Page: 2 Feb 14, 2020 04:38PM	
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/14/2020	20200179	U.S. Bank - CC	Monthly diagnostic program	701-43180-3100	35.13	
Total 70	01431803100	):			35.13	
Total C	entral Garage	e Services:			6,386.34	
Property and 02/14/2020		s <b>uran</b> First National Insurance	February Agency Fee	702-49955-3000	800.00	
Total 70	)2499553000	):			800.00	
Total P	roperty and L	iability Insuran:			800.00	
Worker's Co 02/14/2020	•	Insuranc League of MN Cities Insurance Trust	1st Qtr Work Comp	703-49956-1510	54,705.00	
Total 70	)3499561510	):		-	54,705.00	
Total W	/orker's Com	pensation Insuranc:			54,705.00	
Equipment R	-			705 40000 5400	00.00	
02/03/2020		Driver and Vehicle Services	Fire Truck Title	705-49930-5400	28.00	
Total 70	)5499305400	):		-	28.00	
02/14/2020	20200169	Sanco Equipment LLC	Bobcat Angle Broom - Parks	705-49970-5400	4,216.80	
Total 70	05499705400	):			4,216.80	
Total E	quipment Re	placement Fund:			4,244.80	
Grand <sup>-</sup>	Totals:				1,672,996.77	

Report Criteria:

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

## **ORDINANCE NO. 1075**

## AN ORDINANCE AMENDING CHAPTER 37; BOARDS, COMMISSIONS AND AUTHORITIES OF THE WASECA CODE OF ORDINANCES REGARDING NUMBER OF AIRPORT BOARD MEMBERS

WHEREAS, Chapter 37 of the Waseca Code of Ordinances provides for the establishment of the Airport Board; and

**WHEREAS,** the Airport Board is required to have five members, one of which is a City Council Representative and all of which must be appointed by the City Council to serve a three-year term; and

**WHEREAS,** it has grown increasingly difficult to attract new resident volunteers to serve on the Airport Board, which is therefore causing difficulty in achieving a full quorum.

**NOW, THEREFORE,** the City of Waseca does hereby ordain that the amendments to Chapter 37 of the Waseca Code of Ordinances as shown here-in are hereby approved and modified. The modification only amends the specified codes, the remainder of the Ordinance shall remain as previously adopted.

**SECTION 1.** Chapter 37, Boards, Commissions and Authorities of the Waseca Code of Ordinances is hereby amended as follows, underlined <u>text</u> is being added and <del>strikeout</del> text is being deleted:

## § 37.01 (C) Exception:

The Planning Commission may have one non-resident member who resides outside of the municipal city limits, but resides within the two-mile planning area. The Airport Advisory Board may have up to two three non-resident members who reside outside of the municipal city limits, but reside within the limits of Waseca County.

**SECTION 2.** This Ordinance shall take and be in force 10 days after its passage.

ADOPTED this 17<sup>th</sup> day of March 2020.

ATTEST:

R. D. SRP MAYOR

MIKE ANDERSON ASSISTANT TO THE CITY MANAGER

Introduced:February 18.2020Adopted:March 17.2020Published:March 27.2020Effective:March 27.2020

Please accept my resignation from the HPC.

Sent from my iPhone

## **Board/Commission/Authority Application Form**

	Date Feb 11, 2020
Name Julie Anderson	
Address_	
Telephor	
Occupation: Stry at home parent; VI	plunteer
	Configuration in the second statements
Please check the Board/Commission/Authority for w	hich 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 the I have a background in history of the heritage of our community.	nis Board/Commission/Authority. and a general interest in pretending
Have you previously served on this Board/Commissi	on/Authority? (if yes provide dates)
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.) -PhD in U.S. history -MA in public history -Tratecoships with MN Historical Society -Tratecoships

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

**6**E



Title: APPROVE WETLAND REPLACEMENT FOR THE NE TRAIL CONSTRUCTION PROJECT, CITY PROJECT NO. 2020-06 **Meeting Date:** February 18, 2020 Agenda Item 6F Number: MOTION Action: Supporting Final Pay Request No. 18 **REQUESTS/PRESENTATIONS Documents:** RESOLUTION ORDINANCE DISCUSSION Originating Engineering **Presented By:** City Engineer **Department: Approved By City Proposed Action:** Motion to Approve the Wetland Replacement for the NE Trail Manager: 🖂 Construction Project, City Project No. 2020-06. How does this item pertain to Vision 2030 Creating high quality community assets. goals?

**BACKGROUND:** The City has been awarded grant funding through the MN DNR Local Trail Connection Program for construction of the NE Trail. Preliminary survey work has been completed and possible trail alignments have been reviewed. The selected trail alignment was chosen to minimize wetland impacts. The wetland impacts have been reviewed by the Wetland Conservation Act (WCA) Technical Evaluation Panel (TEP) and no comments were received.

The wetland impacts total .067 acres. The impacts must be mitigated at a 2:1 ratio (.134 acres of wetland mitigation). The impacts will be mitigated by purchasing credits from a local wetland bank.

BUDGET IMPACT: The costs for this work have been included in the project budget.

**RECOMMENDATION:** Staff recommends the Waseca City Council approve the wetland replacement for the NE Trail Construction Project, City Project No. 2020-06.

# AGREEMENT

between

# **CITY OF WASECA**

and

# INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

# **FIRE DEPARTMENT**

January 1, <del>2017</del> 2020 through December 31, <del>2019</del> 2022

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ARTICLE 26 – TRAINING	0
ARTICLE 27 – UNIFORM ALLOWANCE 2	0
ARTICLE 28 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE	0
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THIS AGREEMENT made and entered into as of the 1st day of January, 2017 2020, by and between the City of Waseca, a municipal corporation, (hereinafter referred to as the City) and the International Union of Operating Engineers, Local No. 70, (hereinafter referred to as the Union) as exclusive bargaining agent for the employees in the bargaining unit set forth in Article 1 below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are so consonant with the paramount of the City and its citizens:

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions were not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruption of work and interference of the efficient operation of the City and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this Agreement is not intended to modify the discretionary authority vested in the City by statutes of the State of Minnesota, City Charter, and City Ordinances and City Resolutions.

# **ARTICLE 1 – RECOGNITION AND NON-DISCRIMINATION**

<u>Section 1. Recognition</u>. The City hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions for all full-time City employees assigned to the Fire Department as provided in the certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services, Case No. 89-PR-2172.

<u>Section 2. Non-Discrimination</u>. The City and the Union agree that there will be no discrimination against any employee because of race, creed, color, sex, or national origin, contrary to the provisions of federal and state law.

## **ARTICLE 2 – CITY SECURITY**

<u>Section 1.</u> The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the City.

## **ARTICLE 3 – UNION MEMBERSHIP**

<u>Section 1.</u> Employees have the right to join or refrain from joining the Union. Neither the City nor the Union shall discriminate against or interfere with the rights of the employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 2. In accordance with PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Upon thirty (30) days' notice in writing to the payroll office of the name of the employee and the amount of the fair share fee certified by the Exclusive Representative, the City will deduct such fair share fee in installments from such employee's paycheck each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the City promptly whenever any employee subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative

and the employee involved and shall not be subject to the grievance procedure. Fair share fees shall commence thirty-one (31) days from the date of employment.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the City of Waseca harmless from any and all actions, duties, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

# **ARTICLE 4 – UNION OFFICIALS**

<u>Section 1.</u> There shall be no more than one Union Steward. The Steward and other Union Officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their workstations. The Union shall furnish the City with a complete and current list of its Union Official and Steward who will represent the Union in all matters of this Agreement.

<u>Section 2.</u> Representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or his/her designated representative, provided that the Union representative does not interfere with the work of the employees.

<u>Section 3.</u> The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or any other activities on City time.

# **ARTICLE 5 – UNION SECURITY**

<u>Section 1. Request for Dues Check Off.</u> The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the City will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Initiation fees, dues, and other assessments shall commence thirty-one (31) days from date of employment.

<u>Section 2.</u> The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the City in writing of such choice and changes in the position of steward and/or alternate.

<u>Section 3.</u> The City shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

<u>Section 4.</u> The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as result of any action taken or not taken by the City under the provisions of this Article.

# **ARTICLE 6 – UNFAIR LABOR PRACTICES**

<u>Section 1.</u> The City and the Union recognize that the Minnesota Public Employees Labor Relations Act (PELRA) in 179A.13 list specific activities that the City and the Union may not engage in. The City and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.

# **ARTICLE 7 – UNION DUTIES**

<u>Section 1.</u> Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, can engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, willful absence of one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance and duties of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. The City agrees that there shall be no lockouts of the employees.

# **ARTICLE 8 – DISCIPLINE AND DISCHARGE**

<u>Section 1.</u> Disciplinary action may be imposed upon an employee only for just cause. Initial reprimand for minor infractions, irregularities or deficiencies shall be done in a manner that will not embarrass the employee before other employees or the public, and any disciplinary action imposed upon an employee may be processed through the grievance procedure. The normal disciplinary action shall be as follows:

- 1. Oral reprimand.
- 2. Written reprimand (copy to the Union).
- 3. Suspension or demotion (copy to the Union).
- 4. Discharge (copy to the Union).

When any disciplinary action more severe than an oral reprimand is intended, the City shall, before or at the time of such action is taken, notify the employee in writing of the specific reason(s) for such action.

<u>Section 2.</u> At his or her request, an employee shall have the opportunity to have a Union representative present during an investigation that may result in disciplinary action against the employee. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the

second step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. The City shall not discharge any employee without just cause. If the City feels there is just cause for discharge, the employee shall be suspended for ten (10) working days and the employee will be notified in writing, that he/she is subject to discharge and shall be furnished with the reason(s) therefore.

<u>Section 4.</u> An oral reprimand shall not become part of an employee's personnel record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

The contents of an employee's personnel office record shall be disclosed to him/her by the Finance Director upon request and to the employee's Union representative upon the written request of the employee.

# **ARTICLE 9 – SENIORITY**

<u>Section 1.</u> Seniority shall be defined as the length of continuous service from most recent date of hire (including probationary period). Seniority preference shall be granted to an employee in connection with layoff, recall, promotion, or transfer, in recognition of his/her length of continuous service in a classification covered by this Agreement. A seniority roster will be posted in an appropriate location and maintained by the City. Within each department, seniority will be the determining criterion for transfer, promotion, and layoffs when the job relevant qualifications and performance factors are equal.

<u>Section 2.</u> Employees on layoff shall be recalled in reverse order of layoff. Laid off employees shall have recall rights for twelve (12) months after layoff. A laid off employee may extend their recall right an additional one (1) year by serving written request via certified mail to the City within the initial twelvemonth period of layoff. Recalled employees must return to work within five (5) workdays after recall notification by certified mail to the last known address the employee furnished to the City.

<u>Section 3.</u> In the event that an employee is laid off from a position of higher rank as determined by level of pay, he/she may exercise his/her seniority privilege to assume a lower grade position for which he/she is qualified and is more senior than the employee being displaced within the department. This provision may not be exercised to assume a position outside the employee's department or jurisdiction of this Agreement.

# **ARTICLE 10 – PROBATION**

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of the first six (6) months of continuous service, during which time the City shall have the unqualified right to discharge or otherwise discipline such employee, with or without cause. Such discharge will not be subject to the Grievance procedure in this Agreement. Probationary employees shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

<u>Section 2.</u> Current employees who progress to a different classification shall serve a ninety (90) day probationary period, during which time the employee may elect to return to his/her former position. Likewise, the employer, during the same period, may return such employee to his/her former position if job performance in not to standard.

<u>Section 3.</u> The probationary periods in Section1 and Section 2 of this Article, may be extended by mutual agreement of the City, the employee, and the Union.

# **ARTICLE 11 – EMPLOYER AUTHORITY**

<u>Section 1.</u> It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the

right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities. This assignment of employees to various shifts and jobs within the Fire Department shall be at the sole discretion of the City.

<u>Section 2.</u> Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish, or eliminate.

# **ARTICLE 12 – WORK SCHEDULE**

<u>Section 1.</u> The sole authority in work schedules is the City. The regular annual work requirement for each full-time employee covered by this contract shall be 2912 hours and a 28-day work requirement of 212 hours. Said hours must be scheduled by the employer through work shifts ranging from 8-24 consecutive hours and shall not be fulfilled through voluntary fire department activities.

<u>Section 2.</u> Employees covered by this contract shall accrue hours to fulfill requirement of the normal work year in the following manner:

- A. <u>Regular scheduled duty:</u> actual hours spent on duty shall be credited to the fulfillment of the normal work year.
- B. <u>Vacation:</u> actual hours of vacation taken by an employee pursuant to Article 15 shall be credited to the fulfillment of the normal work year.
- C. <u>Sick leave:</u> approved leave for reason of personal illness in accordance with Article 18 shall be credited to fulfillment of the normal work year.

<u>Section 3.</u> Work in excess of 212 hours per 28-day work period shall be considered overtime and compensated at the rate of one and one-half times the employee's normal rate of pay. All overtime must be approved by the City prior to being worked.

### **ARTICLE 13 - WAGES**

<u>Section 1. Wage Schedule.</u> The following wage rates shall apply:

## Effective January 1, 2017 2020:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Annual							
Salary	<del>\$41,911</del>	<del>\$43,655</del>	<del>\$45,400</del>	<del>\$47,149</del>	<del>\$48,894</del>	<del>\$50,639</del>	<del>\$52,388</del>
Hourly Rate	<mark>\$15.73</mark>	<mark>\$16.38</mark>	<mark>\$17.04</mark>	<mark>\$17.69</mark>	<mark>\$18.35</mark>	<mark>\$19.00</mark>	<mark>\$19.66</mark>

## <u>Effective January 1, 2021:</u>

	Step 1	Step 2	Step 3	<u>Step 4</u>	Step 5	<u>Step 6</u>	Step 7
Hourly Rate	<mark>\$16.20</mark>	<mark>\$16.87</mark>	<mark>\$17.55</mark>	<mark>\$18.22</mark>	<mark>\$18.90</mark>	<mark>\$19.57</mark>	<mark>\$20.25</mark>

\*There will be an annual wage only reopener for 2018 and 2019 2022.

New employees shall be brought in at the appropriate step as determined by the employer based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 thru Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position, except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on January 1, 2018, which will be treated as their anniversary date for the purpose of moving steps going forward.

Failure to perform a performance review prior to the date the employee would receive their next step increase will result in the employee receiving the step increase, and for the purposes of the increase will be considered meeting the expectations for the position. Failure to perform a timely review, and providing the employee a step increase does not indicate an employee is performing satisfactorily for the reasons of future disciplinary actions or performance improvement measures.

# **ARTICLE 14 – VACATION**

Vacation leave shall be earned, accrued and used according to the following provisions:

<u>Section 1.</u> Employees shall earn vacation from the date of their appointment to a position covered by this contract according to the following schedule:

# Vacation Accrual:

0 through 7 years = eight (8) shifts/192 hours More than 7 years = eleven (11) shifts/264 hours

<u>Section 2.</u> Employees may accrue vacation leave to a maximum of one and one-half times the amount earned in a year by the employee. Employees with annual vacation accrual of 192 hours shall be capped at 288 hours and employees with annual vacation accrual of 264 hours shall be capped at 396 hours.

<u>Section 3.</u> Vacation pay shall be used when calculating overtime pay.

<u>Section 4.</u> Use of vacation pay must require prior approval by the City.

<u>Section 5.</u> Employees who leave the service of the City in good standing after providing at least 30 days' notice of their termination shall be compensated for the amount of vacation leave accrued and unused at the date of separation.

### **ARTICLE 15 – LEAVES OF ABSENCE**

<u>Section 1.</u> An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two (2) calendar weeks, his/her employment with the City automatically terminates.

<u>Section 2.</u> If any employee is either on an approved leave of absence without pay or is suspended or is absent without leave without securing subsequent authorization for such leave, he/she will not accrue any vacation or sick leave for the time they were absent or suspended. Vacation and sick leave accruals will be prorated as necessary in order to accomplish this. Any holidays occurring in conjunction with absence without leave, or leave without pay, shall be forfeited by the employee.

<u>Section 3.</u> When the interests of the City can be benefited, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointing authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Section 4. FMLA leaves shall be granted per state and federal laws.

#### **ARTICLE 16 – HOLIDAY PAY**

Section 1. Full-time Fire Department employees shall receive seven (7) paid holidays each calendar year. These holidays will be in recognition of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and one (1) personal leave day. A paid holiday will be for the equivalent of a scheduled work shift. The holidays may be taken after the date which they recognize subject to scheduling approval by the City. Employees working a majority of their assigned shift on New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving Day, or Christmas will be paid at the rate of 1.5 times their regular rate of pay for that shift. Personal holiday shall be taken at the discretion of the employee but must be approved by Management.

Employees will accrue twelve (12) hours of holiday time each month for a total of 144 hours annually.

Full-time Fire Department employees shall receive seven (7) paid holidays each calendar year. These holidays will be in recognition of New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. The holidays may be taken after the date which they are recognized subject to scheduling approval by the City. Employees may accrue holiday time to a maximum of 3 days (72 hours) at a time.

<u>Section 2.</u> Employees working a majority of their assigned shift on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, or Christmas Day will be paid at the rate of 1.5 times their regular rate of pay for that shift.

<u>Section 3.</u> Employees will receive one personal day each year. A personal leave day will be the equivalent of a scheduled work shift. Each personal leave day must be used within the calendar year in which it is earned. The personal leave day will accrue the first full pay period in January of each year.

# **ARTICLE 17 – SICK LEAVE**

<u>Section 1.</u> Each employee shall earn sick leave from date of employment at the rate of 10.6 hours per month. Employees are entitled to paid leave for illness to the extent of accumulated sick leave. A maximum of 127.2 hours of sick leave shall be earned for each 12 months of service and shall accrue monthly. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the employee.

<u>Section 2.</u> An employee may use personal sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent,

mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

- A. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- B. For the purpose of this section, "grandchild" includes a stepgrandchild, and a biological, adopted, and foster grandchild.

<u>Section 3.</u> Employees may use sick leave for professional medical care. Employees shall accrue twenty-four (24) hours of "deferred leave" annually after reaching the cap of 3,000 hours, and maintaining the 125 days for 75% of the year, use for illness (physical or mental) related to employee or family member. Use of deferred leave is for non-vacation purposes and requires approval of the City Manager.

<u>Section 4.</u> Employees are expected to follow the following three steps to be eligible for sick leave:

- A. Report immediately to the City the reason for any absence.
- B. If the absence is more than three days in length, the employee must keep the City informed of the employee's physical condition; and,
- C. If required by the City, employees must submit proper medical certificate for absences exceeding three days.

<u>Section 5.</u> Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.

<u>Section 6.</u> If illness, injury or related conditions prevent an employee from returning to work upon use of all accumulated sick leave, the City Manager may grant unpaid leave of absence for up to three (3) months if conditions so justify.

# **ARTICLE 18 – INSURANCE**

<u>Section 1.</u> The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement. For employees electing single coverage for major medical coverage and hospitalization, the City will pay the full premium cost for such single coverage, and the sum of \$100.00 for each full month the employee does not take family coverage.

The City will pay the full premium for one hundred thousand dollars (\$100,000.00) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer's expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy. The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of \$6,000 per month.

<u>Section 2.</u> Employees eligible for retirement and who retire from City employment may elect to leave with the City monies otherwise due them in the form of severance pay for the purpose of City payment of health insurance contributions under the following conditions:

- 1. The amount of severance pay due is more than four thousand dollars;
- 2. The employee signs a form indicating that the employee gives up any and all rights to the severance pay monies in perpetuity and that any monies in the account revert to the City in the event of the death of the employee and dependent (if any dependent is named); and
- 3. The Federal Internal Revenue Service (IRS) agrees that payments by the City of insurance premiums from City retained individual employee severance pay accounts can be a tax free payment from a non-taxed account as described above.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee will terminate this provision and result in City payment of all monies in such accounts to the employees with all legally required deductions.

#### **ARTICLE 19 – FUNERAL LEAVE**

<u>Section 1.</u> Employees shall receive a maximum of three (3) shifts leave with pay during each calendar year after completion of the initial probationary period because of a death in the immediate family of the employee, including employee's parent, step-parent, spouse, child, step-child, brother, sister, step-brother, step-sister, grandparent, grandchild, spouse's parent, brother-in-law, sister-in-law or member of immediate household.

## **ARTICLE 20 – INJURY LEAVE**

<u>Section 1.</u> Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Worker's Compensation Act of the State of Minnesota as amended, arising out of and in the course of City employment.

<u>Section 2.</u> The employee agrees and shall be obligated to turn over to the City all amounts he receives as temporary weekly compensation under the Act.

<u>Section 3.</u> Any full-time employee who has been employed by the City at least six (6) months, injured on his/her regular job shall be entitled to full pay for up to a period of thirty (30) days while he is absent from work by reason of such injury, and his/her accrued sick leave will not be charged until after and beginning with the 31st day of absence from work by reason of such injury. An employee who claims an absence from work due to an injury sustained on his/her regular job is subject to examination to be made on behalf of the City by a person competent to perform the same and as is designated by the City. Where doubt exists as to the employee's physical and mental capability to perform, the City shall have the right to require the employee to take a medical examination at the City's expense at a reasonable time.

Any full-time employee who has been employed by the City at least six (6) months, injured on his/her regular job shall be entitled to full pay for up to a period of thirty (30) days while absent from work by reason of such injury and receiving Worker's Compensation payments for lost time. If any portions of days are reimbursed to the employee from Worker's Compensation for lost time, that portion will be counted toward the thirty (30) day time period. These benefit checks will be endorsed over to the City. At the employee's option, the accrued sick leave will not be charged until after the beginning with the thirty first (31<sup>st</sup>) day of absence from work by reason of such injury. An employee who claims an absence from work due to any injury sustained on his/her regular job is subject to examination to be made on behalf of the City at the City's expense. Where doubt exists as to the employee's physical and mental capability to perform, the Employer shall have the right to require the employee to take a medical examination at the City's expense at a reasonable time.

<u>Section 4.</u> Nothing in this Article shall be construed to limit the City's rights and authority as specified in Article 11.

## **ARTICLE 21 – PHYSICAL FITNESS**

<u>Section 1.</u> The City may require that all employees undergo physical examination to establish whether they meet normal medical limits or ranges, especially in the areas of blood pressure, vision, and weight. The City may establish reasonable policies to ensure the physical fitness of its employees. Required physical examination will be done without cost to the employee.

# **ARTICLE 22 – MILITARY LEAVE TRAINING**

Section 1. Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed two (2) weeks in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges due to absences. While engaged in such duty the City shall pay the

difference, if any, between the employee's compensation for military activities and his/her regular compensation.

## **ARTICLE 23 – JURY SERVICE**

<u>Section 1.</u> When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the Employer with the understanding that, at the completion of his/her jury service, he/she shall present their jury service check to the Finance Director.

# **ARTICLE 24 – SEVERANCE PAY**

Section 1. Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay MUST be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

## **ARTICLE 25 - SEVERABILITY**

<u>Section 1.</u> In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

#### **ARTICLE 26 – TRAINING**

<u>Section 1.</u> The need for training is always indicated by the existence of some particular condition or group of conditions, or by some situation, which, if improved or modified, will increase the efficiency of the employees. The City of Waseca encourages employees to recommend specific areas of training programs, which may bring about improvements in their productivity.

When a training program is selected by the City and the employee is assigned to attend, reasonable costs incurred in such training shall be paid according to City policy. Non-exempt employees will be compensated as required by applicable State and Federal law.

#### **ARTICLE 27 – UNIFORM ALLOWANCE**

<u>Section 1.</u> The City will reimburse employees up to \$600.00 annually for a uniform allowance, including dry-cleaning, or, at the employer's option, furnish such uniforms in lieu of such allowance. Request for reimbursement must be accompanied by a copy of the receipt.

Section 2. Equipment. Mandated safety equipment will be provided by the City.

#### **ARTICLE 28 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

<u>Section 1. Grievance Mediation.</u> Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to

mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed.

<u>Section 2. Definition of a Grievance.</u> A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

<u>Section 3. Union Representatives.</u> The City will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

The Union shall notify the City in writing of the names of such Union representatives and of their successors when so designated as provided by Article 5, Section 2, of this Agreement. The City shall notify the Union in writing of the names of City representatives and their representatives and their successors when so designated.

<u>Section 4. Processing of a Grievance.</u> It is recognized and accepted by the Union and the City that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore not be accomplished during normal working hours.

<u>Section 5.</u> Procedure. Grievances, as defined by Article 5, Section 1, shall be resolved in conformance with the following procedure:

<u>Step 1.</u> An employee claiming a violation concerning the interpretation or application of this Agreement shall, within six (6) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's supervisor as designated by the City. The City designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days of receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, and facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the City-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.

<u>Step 2.</u> If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 2 representative. The City designated representative shall give the Union the City's Step 2 answer in writing within five (5) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) calendar days following the City-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar days shall be considered waived.

<u>Step 3.</u> If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 3 representative. The City designated representative shall give the Union the City's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

<u>Step 4.</u> If the grievance is not resolved in Step 3, the parties, by mutual agreement, may submit the matter to mediation with the State of Minnesota, Bureau of Mediation Services. Submitting the grievance to mediation preserves the tolls and timelines for Step 5 of the grievance procedure through the conclusion of mediation.

<u>Step 5.</u> A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. An arbitrator shall be selected from a list provided by the Director of the Bureau of Mediation Services.

## Section 6. Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the City and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

<u>Section 7. Waiver.</u> If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement by the City and the Union in each step.

### **ARTICLE 29 – LICENSURE**

<u>Section 1.</u> A full-time firefighter employed on or after July 1, 2011, by a fire department is not eligible for permanent employment without being licensed as a firefighter by the board, pursuant to M.S. § 299N. Firefighter Training and Education; as it may be amended from time to time.

#### **ARTICLE 30 – WAIVERS**

<u>Section 1.</u> Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 31 – AFFIRMATIVE ACTION**

<u>Section 1.</u> The Union agrees that this Agreement is subject to the Affirmative Action Policy of the Employer and that cooperation will be given to ensure that no individual shall be discriminated against with respect to compensation, hours, or conditions of employment because of race, color, religion, sex, or national origin.

#### **ARTICLE 32 – SAVINGS CLAUSE**

<u>Section 1.</u> This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The parties will attempt to work out an alternative solution to the voided provision.

# **ARTICLE 33 – DURATION**

This Agreement shall be effective as of January 1,  $\frac{2017}{2020}$  and shall remain in full force and effect until December 31,  $\frac{2019}{2022}$ .

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

For: City of Waseca

For: International Union of Operating Engineers Local 70

Lee Mattson, City Manager

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dan Wietman, Business Representative

Craig Youngberg, Steward

Date:

Date:

JH/jcb/opeiu#12 Contracts/City Waseca Fire

## LETTER OF AGREEMENT General Wage Increase

**City of Waseca**, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

This correspondence serves to confirm the bargaining unit's agreement to apply the 'Me Too' agreement for wages in the 2017 and 2018 for calendar years 2020, 2021 and 2022.

The 'Me Too' agreement assures that if any general wage increase (Cost of Living Adjustment) is given to any employee(s) at the City of Waseca, it will also be given to all IUOE Local 70 represented employees, employed by the City. The wage increase shall be implemented for all union employees using the same provisions as used for the initial employee(s) wage increase.

For: City of Waseca	For: International Union of Operating Engineers Local 70
Lee Matson, City Manager	David Monsour, Business Manager
	Dan Wietman, Business Representative
	Craig Youngberg, Steward
Date:	Date:
JH/jcb /opeiu#12	



Title: APPROVE FINAL PAYMENT FOR OLD TH 14 STREET AND UTILITY CONSTRUCTION PROJECT, CITY PROJECT NO. 2015-08 **Meeting Date:** February 18, 2020 **Agenda Item 7**A Number: MOTION Action: Supporting Final Pay Request No. 18 **REQUESTS/PRESENTATIONS Documents:** RESOLUTION □ ORDINANCE DISCUSSION Originating Engineering **Presented By: City Engineer Department: Approved By City** Proposed Action: Motion to Approve the Final Pay Request No. 18 for Old TH 14 Manager: 🖂 Street and Utility Construction Project, City Project No. 2015-08. How does this item pertain to Vision 2030 Creating high quality community assets. goals?

**BACKGROUND:** Work for the Old TH 14/Elm Avenue Reconstruction Project has been found to have been completed in accordance with the Contract Documents. The Substantial Completion date was May 29, 2019 and the Final Completion date was September 14, 2019. Per the Contract, the two (2) year Warranty Period commenced upon Substantial Completion of the work and shall extend to May 31, 2021. We recommend that the City Council accept the work and approve final payment to Ulland Brothers, Inc.

**BUDGET IMPACT:** The costs for this Pay Request have been included in the project budget.

**RECOMMENDATION:** Staff recommends the Waseca City Council accept the work and approve the Final Pay Request No. 18 for the Old TH 14 Street and Utility Construction Project, City Project No. 2015-08.





Title:	RESOLUTION 20-10 SETTING STORM WATER UTILITY RATES FOR 2020 and 2021		
Meeting Date:	February 18, 2020	Agenda Item Number:	7B
Action: MOTION REQUESTS/PRESENTATIONS RESOLUTION ORDINANCE DISCUSSION		Supporting Documents:	Resolution No. 20-10
Originating Department:	0 0		Finance Director
Approved By City Manager: 🔀	<b>Proposed Action:</b> Motion to Approve Resolution No. 20-10, Setting Storm Water Utility Rates for 2020 and 2021		
How does this item pertain to Vision 2030 goals?	<ul><li>Good Governance</li><li>Create High Quality Community Assets</li></ul>		

**BACKGROUND:** The Storm Water Utility Fund was created in 2014 to be self-sustaining, using dedicated funds which only can be expended for the purpose collected; examples include state storm water permit compliance, water quality improvements, street sweeping, storm sewer maintenance, and system upgrades in order to alleviate localized flooding issues.

Since the creation in 2014; the Storm Water Utility Fund has funded many of the operations stated above including a new Leaf Vac machine in 2019 to enhance leaf pickup. These fees have also funded storm water pond retention improvements, inflow and infiltration (I&I) storm sewer repairs and storm water pond solids removal work.

With continued State MS4 permit requirements and ongoing I & I storm sewer repairs there is a need to increase storm water rates. By raising storm water rates, state mandates and permit requirements are distributed more equitable by property owner and not through increased taxes. Rates are charged to users that are more likely contributing to storm water problems, rather than property taxes, which are based on market-value. Tax-exempt entities that utilize the storm sewers also contribute to the shared costs as these properties currently pay no taxes.

**BUDGET IMPACT:** The increased rate is estimated to generate \$91,470 per year after 2021 implementation in additional revenue to fund continued I & I storm sewer improvements, MS4 permit requirements and capital improvements.

**RECOMMENDATION:** Staff recommends the Waseca City Council adopt Resolution No. 20-10, Setting Storm Water Utility Rates for 2020 and 2021.

#### **RESOLUTION NO. 20-10**

#### A RESOLUTION OF THE WASECA CITY COUNCIL SETTING STORM WATER UTILITY RATES FOR 2020 and 2021

**WHEREAS,** the Waseca City Council establishes storm water utility rates by resolution; and

**WHEREAS,** storm water utility rates have been reviewed in light of the budgetary needs for the storm water utility; and

**WHEREAS,** an equitable distribution of the increasing funding needs can be made by increasing the charges as set forth in Attachment A.

**NOW, THEREFORE, BE IT RESOLVED,** by the City of Waseca that the storm water utility rates shall be amended as set forth in the Attachment A, which is hereto and incorporated herein by reference.

This resolution shall become effective upon its passage without publication. Attachment A will be implemented each year effective with all utility invoices payable and due on April 15 of 2020 and 2021.

Adopted this 18<sup>th</sup> day of February 2020.

R. D. SRP MAYOR

ATTEST:

MIKE ANDERSON ASSISTANT TO THE CITY MANAGER

#### 2020 - 2021 Storm Water utility Fee Structure

Residential and Non-Residential (Business/Comercial?Industrial):

Classification	Land Use	Utility Factor
1	Residential	1
2	Duplex/Triplex	0.5
3	Apartment or Townhome (Separate Utility Accounts)	0.25
4	Manufactured Home	0.25
5 & 6	Apartment Building (Single Utility Account) & Commercial or Industrial	2.6
7	Public/Quasi Public Institutions	2.6

	April 2020 - April 2021	April 2021
<b>Current Storm</b>	2020 Storm Water	2021 Storm Water
Water Base Fee	Base Fee	Base Fee
5.00	6.00	7.00

#### Notes:

1. The storm water management fee for each tax parcel classified as 1 is the single-family residential fee. The fee for classifications 2,3 and 4 is the single-family residenetial fee multiplied by the utility factor. The fee for classifications 5,6 and 7 is calculated as follows: fee for single-family residential multiplied by the utility factor. The fee for classified 5,6 or 7 with less than 42% impervious serface the fee shall be adjusted by multiplying the fee by the

percentage of ipervious surface and then dividing by 42%.

Classes 1-4 = Base Fee X Utility Factor Classes 5-7, > 42% impervious surface = Base Fee X Utility Factor X Acreage Classes 5-7, < 42% ipervious surface = Previously Calculated Fee X (% Ipervious Surface/.42)+

2. New rates begin on bill due April 15 of each year (consumption from mid-February to mid-March)