

KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, September 25, 2019

6:00 PM

PLEDGE OF ALLIEGANCE

Present:

6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
 - a. Minutes from September 11, 2019
 - b. Claims processed after the September 11, 2019 regular meeting, as audited for payment
 - c. Acknowledge Committee Minutes:
 - i. Planning Commission Draft 9-9-19
 - d. MMUA 2019-2020 Safety Mgmt Program Contract
 - e. Evaluations
 - i. Jeff Ulve Water/Wastewater Operator Effective 5/9/2019 At Top of Scale
 - ii. Steve Burke Public Works Streets Worker Effective 9/22/2019 From Grade 7 Step 6 (\$24.78) to Grade 7 Step 7 (\$25.59)
 - iii. Mike Bolster Ice Arena/Parks Worker Effective 6/26/2019 At Top of Scale

B. VISITORS TO THE COUNCIL

C. MAYOR'S REPORT

D. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

E. PUBLIC HEARING

1. Liquor Ordinance Update

F. COMMITTEE REPORT

1. Planning Commission
 - i. Resolution for Stroh Conditional Use Permit for Home Brewery

ii. Resolution for South Fork 3rd Preliminary Plat

G. OLD BUSINESS

H. NEW BUSINESS

I. ADMINISTRATORS REPORT

1. Sign Approval for 16 1st Ave NW
2. 2017 Street Construction Deferral
3. Insurance Agent of Record
4. SEMMCHRA update

J. ENGINEER'S REPORT

1. 16th St Improvements
 - a. Bid Tabulation
 - b. Resolution Awarding 16th Street NE improvements
 - c. Resolution Approve MnDOT LRIP Grant Agreement
 - d. MnDOT LRIP Grant Agreement

K. PERSONNEL

1. Resignation of Part Time Police Officer Michelle Clements
2. Promotion - Jeff Ulve From Water/Wastewater Operator I (Grade 8 Step 7 \$27.41) to Water/Wastewater Operator II (Grade 9 Step 5 \$27.48) Effective 7/9/2019
3. Electric Lineworker Hires

L. ATTORNEY

1. Closed Sessions for Wilker Litigation and 2017 Special Assessment Litigation

M. CORRESPONDENCE

1. US 14 Corridor Analysis Open House
2. 2019 LMC Meetings/Conferences

N. ADJOURN

CITY OF KASSON
RESOLUTION #x-x

A RESOLUTION AWARDDING AND APPROVING
S.A.P. 240-109-001
16TH STREET NE IMPROVEMENTS BID

WHEREAS, the City Council of the City of Kasson solicited, received and opened bids for 16th Street NE Improvements on September 19, 2019; and,

WHEREAS, bids received by the City of Kasson must be acted upon within 30 days of opening; and,

WHEREAS, the bids received for the project are favorable.

<i>Engineering Estimate</i>	<i>\$ 1,300,000.00</i>
Carl Bolander & Sons, LLC	\$ 1,084,455.00
A-1 Excavating, Inc.	\$ 1,154,399.00
The Mathiowetz Construction Co.	\$ 1,176,392.43
Swenke Ims Contracting, LLC	\$ 1,209,502.25

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kasson that the low bid submitted by Carl Bolander & Sons, LLC in the amount of \$ 1,084,455.00 for 16th Street NE Improvements is hereby approved.

Adopted by the Kasson City Council this 25th day of September, 2019.

Mayor Chris McKern

ATTEST:

Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____. Those against same: _____.

RESOLUTION
Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SAP 240-109-001
9/25/2019

WHEREAS, The City of Kasson has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,000,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that City of Kasson does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Please go to www.cityofkasson.com for full video

**KASSON CITY COUNCIL REGULAR MEETING MINUTES
September 11, 2019**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 11th day of September, 2019 at 6:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT: Burton, Eggler, Ferris, McKern and Zelinske

THE FOLLOWING MEMBERS WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: Interim- Administrator Zaworski, City Clerk Rappe, City Engineer Theobald, City Attorney Melanie Leth, Tim O'Morro, Kim and Nathan Smith, Everett Paulson, Candy McKern, Ryan Wegner and Ryan Christensen

PLEDGE OF ALLIANCE

APPROVE AGENDA

Motion to Approve the Agenda made by Councilperson Burton, second by Councilperson Eggler with All Voting Aye.

CONSENT AGENDA

Minutes from August 28, 2019

Claims processed after the August 28, 2019 regular meeting, as audited for payment in the amount of \$185,800.70

Conferences:

Craig Helgeson – RADAR/LIDAR Instructor course	Anoka, MN	12/2-6/19	\$475
Paul Lindgren – MN Crime Prevention Assoc Conf	Duluth, MN	10/21-22	\$370

East Main Street Storm Sewer Pay Application #1 \$165,526.10

EDA Façade Program Application/Guidelines Update

Acknowledge Committee Minutes:

Park Board Draft 8-20-19

Evaluations:

Dave Vosen – W/WW Supervisor Inc. from grade 13 step 6 to Grade 13 Step 7 \$38.42ph
eff 4/3/19

Motion to Approve the Consent Agenda made by Councilperson Zelinske, second by Councilperson Ferris with All Voting Aye.

VISITORS TO THE COUNCIL

MAYOR'S REPORT

Council has eight applications so far for City Administrator, applications will be taken through September 26. The Council will select candidates for interviews on October 23, interviews will be held on November 12 and 13.

Dodge County issued a flood watch/warning for tonight and tomorrow for Dodge County. Public Works has people on call for tonight and tomorrow.

Building updates – The Counseling Center should be open sometime in September, Casey's is scheduled for completion by the end of October and Home Federal is moving this weekend and opening on Monday.

The City cameraed First Street NE, Engineer Theobald stated that there was only one area that needed a spot repair but did not cause the problem. Engineer Theobald surmises that it was too much inflow from the rain and sump pumps getting into the sewer line.

Sept 19 there is a retirement for Elaine Gerry at Peoples coop

Mayor McKern received a thank you from Audra Lohrbach.

PUBLIC FORUM

Ryan Christensen – 1200 13th Ave NW – there is no signage on his street, and would like a street sign. He would also like the Council to consider a yield since it is getting busier with more houses being built in that area.

PUBLIC HEARING

COMMITTEE REPORT

OLD BUSINESS

Ordinance Amendment – Proposed Wording – Interim Administrator Zaworski wanted to make sure that the language is acceptable so that Casey's can move forward with their liquor license.

NEW BUSINESS

Preliminary Budget – Mayor McKern stated that this is a maximum amount the levy could be, this cannot be increased but can be decreased and will be set in December. The Council has a lot of unknowns right now with union negotiations yet to take place and the health insurance increase is not expected for another month or so. There would be an up to 5% increase based on just inflationary items. With every increase to the levy of approximately \$33,000 is an increase of 1%. The County is proposing an 18% increase.

Councilmember Zelinske stated that if we want to keep what we have we are going to have to pay for it and proposed an 8%. Councilmember Burton stated that he would like to see the preliminary stay as proposed and have a target of 8 or 9% as a final in December. Councilpersons Egger and Ferris agreed with Councilperson Burton.

Mayor McKern stated that they are elected to be responsible with taxpayer money and he believes they have been. Mayor McKern would like to see as much constraint as possible. He is ok with leaving the preliminary levy at the proposed 13.72% but wants to bring this down before December.

PUBLIC INPUT:

Ryan Wegner – people will pay for what they like and he believes that people will pay for it.

Tim O’Morro – 10% and then whittle it down and make sure people know that you are continuing to address the water problem.

Nathan Smith – His advice would be to not cut yourself short and he would start at the top and to bring it down from there. They want things fixed and we know that doesn’t come free/cheap and the general populous understands that.

Everett Paulson – there is a lot of big problems that need to be fixed. This flooding has occurred for 30 years and the streets are bad.

Motion to set preliminary levy at 13.72% \$3,549,328 made by Councilperson Burton, second by Councilperson Zelinske with All Voting Aye.

Resolution #9.1-19

***Resolution Approving Preliminary 2019 Tax Levy Collectible in 2020
(on file)***

Motion to Approve the Preliminary Budget made by Councilperson Egger, second by Councilperson Ferris with All Voting Aye.

ADMINISTRATORS REPORT

Flood Building Permits – Restore vs. Upgrade – Interim Administrator Zaworski stated that the Council will waive fees to restore from flood damage but the staff has had a permit submitted to improve and not restore. Mayor McKern stated that since they are mitigating the problem he would waive the fees.

Salvation Army Heat Share Agreement – Motion to Approve the Heatshare Program Agreement made by Mayor McKern, second by Councilperson Ferris with All Voting Aye.

T-Mobile Amendment – They rent space on our water tower and there is a straight up 3% increase each year. **Motion to Approve the Amendment made by Councilperson Burton, second by Councilperson Egger with All Voting Aye.**

Fee Ordinance Amendment – This reflects state licensing in regards to small brewers, brew pubs, etc.; the Ice Arena Committee proposed the fees for the current season which starts before the end of the year. **Motion to Approve the Fee Ordinance Amendment made by Councilperson Egger, second by Councilperson Burton with All Voting Aye.**

Flood Debris – Deadline extension – The extension was through September 15, the Mayor has two situations that we can grant extensions. **Motion to Grant the Extension for Those Two Special Situations made by Mayor McKern, second by Councilperson Ferris with All Voting Aye.**

ENGINEER’S REPORT

Little’s subdivision - Smith Sewer Service Erosion – Engineer Theobald stated this subdivision has a larger drainage way and through the platting process there is an easement but there has been some erosion. These are private driveways and private culverts. The sewer service on the Smith’s property is exposed and broke at the last large rain event and is in danger of doing it again if we get

a large rain event. Theobald has an estimate of \$13,150.00 from IMS. This has been submitted to the disaster relief and has come back 90% fundable. We have also submitted for mitigation funding but we don't know if that will be funded or not. The grey area is who pays for this. This would be to repair and we wouldn't have to do anything to it later. Councilperson Zelinske stated that this is unique because it is in the drainage easement. Councilperson Burton stated that if any motion comes he will have to abstain because he may be personally benefitting from this.

Motion to Proceed with Needed Repair made by Councilperson Zelinske, second by Councilperson Ferris. Ayes: Egger, Ferris, McKern and Zelinske. Abstain: Burton

PERSONNEL

Water Department Intern – There is an intern at the water department.

ATTORNEY

Closed Session – Wilker Litigation

Closed Session 6:44PM

Meeting Opened 7:00PM - Attorney updated the Council on Wilker litigation.

CORRESPONDENCE

Correspondence was reviewed.

ADJOURN 7:16PM

Motion to Adjourn made by Councilperson Egger, second by Councilperson Burton with all voting Aye to Adjourn.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #3

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 1,222,018.43

DATE APPROVED: 09-25-19

#1	#	13,874.21	
#2		757,356.89	(incl. depository transfer)
#3		450,787.33	
		<u>1,222,018.43</u>	

09/12/19
16:23:37

CITY OF KASSON
Claim Approval List
For the Accounting Period: 9/19
For Pay Date: 09/13/19

Page: 1 of 5
Report ID: AP100V

#1

For Pay Date = 09/13/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32444		5098 CARDMEMBER SERVICE	4,591.30					
	08/09/19	ADJ. STANDING DESKS	2,399.85*			101 417 4417	431	1010
	08/16/19	KASEL/STRADTMANN ROOM-DARE CON	259.12*			101 210 4210	333	1010
	08/16/19	POP FOR RESALE-ERDMANS	180.73			609 975 4975	254	1010
	08/19/19	ARC LIFEGUARD TRAINING	760.00			101 514 4514	430	1010
	08/21/19	WINE BAGS	472.45			609 975 4975	210	1010
	08/23/19	POP FOR RESALE-ERDMANS	167.22			609 975 4975	254	1010
	08/26/19	ADOBE ACROPRO-RAPPE	193.15			101 140 4140	210	1010
	08/28/19	POP FOR RESALE-ERDMANS	158.78			609 975 4975	254	1010
32445		5098 CARDMEMBER SERVICE	1,185.77					
	08/08/19	WINDOW WRITE MARKERS	37.76			875 210 4210	210	1010
	08/10/19	DUTY BELTS	539.12*			101 210 4210	210	1010
	08/10/19	BELT KEEPER	44.79*			101 210 4210	210	1010
	08/16/19	STERILITE TOTES	151.00*			101 210 4210	210	1010
	08/20/19	BATTERIES	47.24*			101 210 4210	210	1010
	08/20/19	PAINTERS TAPE	24.69*			101 210 4210	210	1010
	08/24/19	STAMPS.COM	17.99			101 210 4210	325	1010
	08/23/19	WALL CALENDARS	20.08*			101 210 4210	210	1010
	08/23/19	ADOBE ACROBAT PRO	193.15*			101 210 4210	210	1010
	08/27/19	PCH-INTELIUS SUBSCRIPTION	9.95*			101 210 4210	210	1010
	08/27/19	STAMPS.COM	100.00			101 210 4210	325	1010
32446		5098 CARDMEMBER SERVICE	55.42					
	09/03/19	LATE FEES	55.42			101 220 4220	430	1010
		Total for Vendor:	5,832.49					
32455		4820 CHOICE1 HEALTH CARE SERVICES LLC	49.90					
	9665 06/24/19	TEST STRIPS	49.90			101 220 4220	210	1010
		Total for Vendor:	49.90					
32447		82 CHS INC	588.98					
	08/31/19	23.122 GAL UNLD-PARKS	55.34			101 522 4522	212	1010
	08/31/19	63.996 GAL UNLD-STREETS	153.78			101 310 4310	212	1010
	441-IF0410 08/05/19	GRASS SEED/FERTILIZER	168.51			101 517 4517	210	1010
	441-IF0461 08/07/19	LP 100# FILL	128.85*			101 310 4310	220	1010

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	441-IF0672	08/16/19 SODIUM BICARB	82.50			101 514 4514	210	1010
		Total for Vendor:	588.98					
32448		2618 FIRE SAFETY USA INC	1,700.00					
	125371	08/28/19 MALE/FEMALE ADAPTERS	120.00			101 522 4522	220	1010
	119984	02/21/19 FIRE BOOTS (4)	1,255.00			101 220 4220	240	1010
	121012	03/26/19 FIRE BOOTS (1)	325.00			101 220 4220	240	1010
		Total for Vendor:	1,700.00					
32449		3466 GALLS, LLC	229.00					
	013547973	08/26/19 POLICE RESERVE PATCHES	229.00			875 210 4210	210	1010
		Total for Vendor:	229.00					
32450		362 KWIK TRIP STORES	453.26					
	08/31/19	20.083 GAL UNLD-F D	46.71			101 220 4220	212	1010
	08/31/19	82.064 GAL B20ULS-F D	236.85			101 220 4220	212	1010
	08/31/19	FUEL-(UNMETERED)-F D	126.84			101 220 4220	212	1010
	08/31/19	14.161 GAL UNLD-PARKS	42.86			101 522 4522	212	1010
		Total for Vendor:	453.26					
32451		55 MN ENERGY RESOURCES CORP	4,428.21					
	08/29/19	NAT GAS-K A C	3,867.53			101 514 4514	380	1010
	08/29/19	NAT GAS-L S	19.33			609 979 4979	380	1010
	08/29/19	NAT GAS-RENTAL (OLD LIBRARY)	24.41			101 1151		1010
	08/29/19	SALES TAX	1.68			101 1151		1010
	08/29/19	SALES TAX	-1.68			101 2025		1010
	08/29/19	D C TRANSIT TAX	0.12			101 1151		1010
	08/29/19	D C TRANSIT TAX	-0.12			101 2026		1010
	08/30/19	NAT GAS-C H	59.26			101 194 4194	380	1010
	08/28/19	NAT GAS-P D	50.18			101 210 4210	380	1010
	08/28/19	NAT GAS-F D	49.51			101 220 4220	380	1010
	08/28/19	NAT GAS-F D	46.30			101 220 4220	380	1010
	08/29/19	NAT GAS-PARK MAINT SHED	45.00			101 522 4522	380	1010
	09/03/19	NAT GAS-D C ICE ARENA	213.49			606 516 4516	380	1010
	09/03/19	NAT GAS-LIBRARY	48.32			211 550 4550	380	1010
	09/03/19	NAT GAS-DUPLEX UNIT B	4.88			101 1151		1010
		Total for Vendor:	4,428.21					

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CITY OF KASSON
Claim Approval List
For the Accounting Period: 9/19
For Pay Date: 09/13/19

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For Pay Date = 09/13/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32452		4919 PEOPLE'S ENERGY COOPERATIVE	69.61					
	2289800	09/05/19 ELEC SERV-CEMETERY 7/31-9/1	29.25			610 984 4984	380	1010
	2289800	09/05/19 STR LT-LETH SUBDIV	40.36			101 316 4316	380	1010
		Total for Vendor:	69.61					
32453		939 USA BLUEBOOK	522.76					
	981643	08/15/09 "DANGER-CHEM STORAGE" SIGN	13.25			601 943 4943	210	1010
	982243	08/15/09 "DANGER-CHEM STORAGE" SIGN	39.75			601 943 4943	210	1010
	982243	08/15/09 LATEX GLVS/PHOSPH TNT+REACTIVE	469.76			602 947 4947	210	1010
		Total for Vendor:	522.76					
		# of Claims	11	Total:				13,874.21

09/12/19
16:23:39

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 9/19

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Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

See Signature Page

09/20/19
10:55:07

CITY OF KASSON
Claim Approval List
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For Pay Date: 09/19/19

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#2

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32527		6022 BCM CONSTRUCTION INC	165,526.10					
	09/04/19	REQ #1 E MAIN STORM IMPROV	165,526.10			605 1650	41605	1010
		Total for Vendor:	165,526.10					
32458		34 CITY OF KASSON	500,000.00					
	08/30/19	TRANSFER OF DEPOSITORY FUNDS	500,000.00			609 1010		1010
32528	E	34 CITY OF KASSON	41,940.79					
	08/28/19	CITY UTILITIES-C H	356.98			101 194 4194	380	1010
	08/28/19	CITY UTILITIES-P D	206.47			101 210 4210	380	1010
	08/28/19	CITY UTILITIES-STR LTS (LED)	283.14			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-STR LTS	3.17			101 310 4310	380	1010
	08/28/19	CITY UTILITIES-F D	323.09			101 220 4220	380	1010
	08/28/19	CITY UTILITIES-MAIN STR LTS	593.56			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-MANT AV STR LTS	158.94			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-STR LTS	3,051.85			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-K.A.C.-HIGH FLO	237.97			101 514 4514	380	1010
	08/28/19	CITY UTILITIES-K.A.C.-LOW FLOW	949.20			101 514 4514	380	1010
	08/28/19	CITY UTILITIES-K.A.C.-BI DIREC	6,858.19			101 514 4514	380	1010
	08/28/19	CITY UTILITIES-K.A.C.-REC'D VA	22.44			101 514 4514	380	1010
	08/28/19	CITY UTILITIES-NO.2 BALL PARK	741.18			101 517 4517	380	1010
	08/28/19	CITY UTILITIES-NO. PARK #3	766.96			101 517 4517	380	1010
	08/28/19	CITY UTILITIES-NO. PARK MAINT	254.41			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-E SHELTER-VETS	40.94			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-NO. PARK CONCES	177.81			101 517 4517	380	1010
	08/28/19	CITY UTILITIES-VETS PARK ATHL	23.05			101 517 4517	380	1010
	08/28/19	CITY UTILITIES-NE YOUTH BALL F	22.66			101 517 4517	380	1010
	08/28/19	CITY UTILITIES-W SHELTER-VETS	27.30			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-NO. PARK #1	93.99			101 310 4310	380	1010
	08/28/19	CITY UTILITIES-WELL #4	1,355.32			601 941 4941	380	1010
	08/28/19	CITY UTILITIES-WELL #2	84.55			601 941 4941	380	1010
	08/28/19	CITY UTILITIES-WELL #3	54.65			601 941 4941	380	1010
	08/28/19	CITY UTILITIES-WELL #5	2,042.86			601 941 4941	380	1010
	08/28/19	CITY UTILITIES-8 AV WATER TOWE	256.60			601 941 4941	380	1010
	08/28/19	CITY UTILITIES-LITTLES LIFT ST	170.42			602 948 4948	380	1010
	08/28/19	CITY UTILITIES-LIQUOR STORE	1,202.26			609 979 4979	380	1010

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	08/28/19	CITY UTILITIES-NO. PARK #4	23.82			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-WWTP-WA/SE	2,695.25			602 947 4947	380	1010
	08/28/19	CITY UTILITIES-WWTP-ELECTRIC	9,263.61			602 947 4947	381	1010
	08/28/19	CITY UTILITIES-WWTP-BASEMENT	120.43			602 947 4947	380	1010
	08/28/19	CITY UTILITIES-WWTP-GARAGE	17.75			602 947 4947	380	1010
	08/28/19	CITY UTILITIES-NO. PARK #2	27.55			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-OLD WATER TOWER	51.76			101 526 4526	430	1010
	08/28/19	CITY UTILITIES-D C AMBULANCE S	146.52			101 417 4417	380	1010
	08/28/19	CITY UTILITIES-P.W.B. 1/2	538.24			101 310 4310	380	1010
	08/28/19	CITY UTILITIES-P.W.B. 1/2	538.23			604 957 4957	380	1010
	08/28/19	SALES TAX-EL	32.77			604 957 4957	380	1010
	08/28/19	SALES TAX-EL	-32.77			604 2025		1010
	08/28/19	D C TRANSIT TAX-EL	2.38			604 957 4957	380	1010
	08/28/19	D C TRANSIT TAX-EL	-2.38			604 2026		1010
	08/28/19	SALES TAX-WA	0.94			604 957 4957	380	1010
	08/28/19	SALES TAX-WA	-0.94			604 2025		1010
	08/28/19	D C TRANSIT TAX-WA	0.07			604 957 4957	380	1010
	08/28/19	D C TRANSIT TAX-WA	-0.07			604 2026		1010
	08/28/19	CITY UTILITIES-SOLAR BILLBOARD	30.24			604 956 4956	381	1010
	08/28/19	CITY UTILITIES-D C ICE ARENA	6,458.59			606 516 4516	380	1010
	08/28/19	CITY UTILITIES-ELECTRONIC SIGN	33.09			101 111 4111	430	1010
	08/28/19	CITY UTILITIES-PARK & RIDE LOT	61.16			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-16 ST-E OF BRID	88.83			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-16 ST-CENTER	123.09			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-16 ST-W OF BRID	55.04			101 316 4316	380	1010
	08/28/19	CITY UTILITIES-LIBRARY	1,126.26			211 550 4550	380	1010
	08/28/19	CITY UTILITIES-102 15 ST NE-B	86.66			101 1151		1010
	08/28/19	CITY UTILITIES-LIONS PARK SHEL	22.66			101 522 4522	380	1010
	08/28/19	CITY UTILITIES-VACANT HOUSE	72.05			101 522 4522	380	1010
		Total for Vendor:	541,940.79					
32529	E	108 MN DEPARTMENT OF REVENUE	28,614.00					
	09/10/19	AUG.-UTILITIES SALES TAX	628.00			601 2025		1010
	09/10/19	AUG.-UTILITIES SALES TAX	25,864.00			604 2025		1010
	09/10/19	AUG.-SALES TAX PAYABLE	32.00			101 2025		1010
	09/10/19	AUG.-SALES TAX PAYABLE	9.00			211 2025		1010
	09/10/19	AUG.-SALES TAX PAYABLE	60.00			601 2025		1010

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	09/10/19	AUG.-SALES TAX PAYABLE	10.00			877 2025		1010
	09/10/19	AUG.-USE TAX PAYABLE	6.00			101 2025		1010
	09/10/19	AUG.-USE TAX PAYABLE	148.00			604 2025		1010
	09/10/19	AUG.-USE TAX PAYABLE	14.00			609 2025		1010
	09/10/19	AUG.-UTIL. D C TRANSIT TAX	45.00			601 2026		1010
	09/10/19	AUG.-UTIL. D C TRANSIT TAX	1,764.00			604 2026		1010
	09/10/19	AUG.-D C TRANSIT TAX PAYABLE	2.00			101 2026		1010
	09/10/19	AUG.-D C TRANSIT TAX PAYABLE	1.00			211 2026		1010
	09/10/19	AUG.-D C TRANSIT TAX PAYABLE	3.00			601 2026		1010
	09/10/19	AUG.-D C TRANSIT TAX PAYABLE	1.00			877 2026		1010
	09/10/19	AUG.-D C TRANSIT USE TAX PAYAB	1.00			101 2026		1010
	09/10/19	AUG.-D C TRANSIT USE TAX PAYAB	25.00			604 2026		1010
	09/10/19	AUG.-D C TRANSIT USE TAX PAYAB	1.00			609 2026		1010
		Total for Vendor:	28,614.00					
32530	E	973 MN DEPT OF REVENUE	14,559.00					
	09/12/19	AUG.-LIQUOR STORE SALES TAX	13,819.00			609 2025		1010
	09/12/19	AUG.-LIQUOR STORE D C TRANSIT	740.00			609 2026		1010
		Total for Vendor:	14,559.00					
		*** Claim from another period (8/19) ****						
32457		6001 POLY TEK	6,717.00					
		FLOOD DAMAGE REPAIRS						
	08/28/19	DEPOSIT-P D FLOORS	6,717.00*			101 210 4210 400		1010
		Total for Vendor:	6,717.00					
		# of Claims	6	Total:	757,356.89			
		Total Electronic Claims			85,113.79			
		Total Non-Electronic Claims			672243.10			

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 9/19

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$23,281.77
211 Library Fund	
1010 CASH-OPERATING	\$1,136.26
601 Water Fund	
1010 CASH-OPERATING	\$4,529.98
602 Sewer Fund	
1010 CASH-OPERATING	\$12,267.46
604 Electric Fund	
1010 CASH-OPERATING	\$28,369.47
605 Storm Water	
1010 CASH-OPERATING	\$165,526.10
606 ICE ARENA	
1010 CASH-OPERATING	\$6,458.59
609 Liquor Fund	
1010 CASH-OPERATING	\$515,776.26
877 Festival in Park Fund	
1010 CASH-OPERATING	\$11.00
Total:	\$757,356.89

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CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED *See signature page* Council Member
_____ Council Member

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32459		5819 ALLEGRA OF ROCHESTER	403.15					
	2117 09/04/19	2500 REGULAR ENVELOPES	88.61			101 140 4140	210	1010
	2117 09/04/19	2500 REGULAR ENVELOPES	17.72			101 191 4191	210	1010
	2117 09/04/19	2500 REGULAR ENVELOPES	17.72			601 944 4944	210	1010
	2117 09/04/19	2500 REGULAR ENVELOPES	17.72			602 949 4949	210	1010
	2117 09/04/19	2500 REGULAR ENVELOPES	17.72			604 959 4959	210	1010
	2117 09/04/19	2500 REGULAR ENVELOPES	17.72			605 964 4964	210	1010
	2117 09/04/19	SALES TAX	1.22			604 959 4959	210	1010
	2117 09/04/19	SALES TAX	-1.22			604	2025	1010
	2117 09/04/19	D C TRANSIT TAX	0.09			604 959 4959	210	1010
	2117 09/04/19	D C TRANSIT TAX	-0.09			604	2026	1010
	2089 09/04/19	CITY LETTERHEAD	175.87			101 140 4140	210	1010
	2234 09/10/19	500 BUS CARDS-HELGESON	50.07*			101 210 4210	210	1010
		Total for Vendor:	403.15					
32460		5664 AMARIL UNIFORM COMPANY	16.40					
	IV152717 09/04/19	SHIPPING-NELSON UNIFORMS	16.40			604 957 4957	214	1010
		Total for Vendor:	16.40					
32510		5049 ARTISAN BEER COMPANY	81.60					
	3369819 09/03/19	BEER	81.60			609 975 4975	252	1010
		Total for Vendor:	81.60					
32511		1012 BELLBOY CORPORATION	1,722.69					
	80481400 09/05/19	LIQUOR	683.50			609 975 4975	251	1010
	80481400 09/05/19	FREIGHT	6.00			609 975 4975	335	1010
	100093500 09/05/19	BAGS	65.84			609 975 4975	210	1010
	100093500 09/05/19	SALES TAX	4.53			609 975 4975	210	1010
	100093500 09/05/19	SALES TAX	-4.53			609	2025	1010
	100093500 09/05/19	D C TRANSIT TAX	0.33			609 975 4975	210	1010
	100093500 09/05/19	D C TRANSIT TAX	-0.33			609	2026	1010
	100093500 09/05/19	NEON SIGN	9.51			609 975 4975	210	1010
	100093500 09/05/19	D C TRANSIT TAX	0.04			609 975 4975	210	1010
	100093500 09/05/19	D C TRANSIT TAX	-0.04			609	2026	1010
	0100169700 09/19/19	STUFFED OLIVES	23.00*			609 975 4975	259	1010
	0100169700 09/19/19	BAGS	52.59			609 975 4975	210	1010

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	0100169700	09/19/19 SALES TAX	3.62			609 975 4975	210	1010
	0100169700	09/19/19 SALES TAX	-3.62			609 2025		1010
	0100169700	09/19/19 D C TRANSIT TAX	0.26			609 975 4975	210	1010
	0100169700	09/19/19 D C TRANSIT TAX	-0.26			609 2026		1010
	80706200	09/19/19 LIQUOR	341.50			609 975 4975	251	1010
	80706200	09/19/19 FREIGHT	8.00			609 975 4975	335	1010
	80727900	09/19/19 LIQUOR	524.75			609 975 4975	251	1010
	80727900	09/19/19 FREIGHT	8.00			609 975 4975	335	1010
		Total for Vendor:	1,722.69					
32461		6023 BRAUN INTERTEC CORPORATION	1,663.13					
	B184661	09/13/19 PRE-DEMO HAZMAT ASMNT-85 E VE	1,663.13*			101 417 4417	430	1010
		Total for Vendor:	1,663.13					
32512		5239 BREAKTHRU BEVERAGE MN WINE &	3,801.54					
	1081023183	09/04/19 LIQUOR	1,094.79			609 975 4975	251	1010
	1081023183	09/04/19 WINE	216.00			609 975 4975	251	1010
	1081023183	09/04/19 MIXES	72.00			609 975 4975	254	1010
	1081023183	09/04/19 FREIGHT	22.51			609 975 4975	335	1010
	1081026887	09/11/19 LIQUOR	1,438.26			609 975 4975	251	1010
	1081026887	09/11/19 MIXES	22.00			609 975 4975	254	1010
	1081026887	09/11/19 FREIGHT	24.05			609 975 4975	335	1010
	1081030227	09/18/19 LIQUOR	539.63			609 975 4975	251	1010
	1081030227	09/18/19 WINE	288.00			609 975 4975	251	1010
	1081030227	09/18/19 MIXES	67.50			609 975 4975	254	1010
	1081030227	09/18/19 FREIGHT	16.80			609 975 4975	335	1010
		Total for Vendor:	3,801.54					
32559		3674 CANADIAN PACIFIC RAILWAY CO.	120.00					
	2000155190	09/09/16 #3387001-ANN'L LIC FEE	120.00			602 948 4948	430	1010
		Total for Vendor:	120.00					
32566		3385 CANNON RIVER WINERY	432.00					
	7371	09/20/19 WINE	432.00			609 975 4975	251	1010
		Total for Vendor:	432.00					

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32462		2410 CENTRAL MN MUNICIPAL POWER AGE	255,406.56					
	6648 08/30/19	CMPA DUES-AUGUST	1,500.00			604 959 4959	334	1010
	6648 08/30/19	FEES FOR SERVICES	1,581.46			604 959 4959	430	1010
	6648 08/30/19	PURCH'D POWER	199,093.73			604 956 4956	381	1010
	6648 08/30/19	PURCH'D POWER-TRANSMISSION	51,264.98			604 956 4956	381	1010
	6648 08/30/19	CAPACITY PURCHASED-AUGUST	658.09			604 956 4956	381	1010
	6648 08/30/19	CIP MONTHLY ASSMNT-AUGUST	1,308.30			604 959 4959	429	1010
		Total for Vendor:	255,406.56					
32513		5667 CINTAS	76.79					
	4030081290 09/12/19	MATS-L.S.	76.79*			609 979 4979	410	1010
		Total for Vendor:	76.79					
32486		4238 CINTAS CORP	46.59					
	8404297101 09/06/19	RESTOCK 1ST AID KITS	9.32			101 920 4920	433	1010
	8404297101 09/06/19	RESTOCK 1ST AID KITS	9.32			601 943 4943	433	1010
	8404297101 09/06/19	RESTOCK 1ST AID KITS	9.32*			602 948 4948	433	1010
	8404297101 09/06/19	RESTOCK 1ST AID KITS	9.32			604 957 4957	433	1010
	8404297101 09/06/19	RESTOCK 1ST AID KITS	9.31			605 963 4963	433	1010
		Total for Vendor:	46.59					
32487		276 CITY OF DODGE CENTER	687.50					
	1667 09/09/19	CITY SHARE-GRANT WRITER	687.50			101 220 4220	430	1010
		Total for Vendor:	687.50					
32532		34 CITY OF KASSON	12,500.00					
	09/18/19	R-22 REPLACEMENT YEAR 1 OF 10	12,500.00			101 527 4527	430	1010
		Total for Vendor:	12,500.00					
32463		30 CMS OF ROCHESTER	11,379.77					
	19-816 08/31/19	KA BLDG-MILEAGE	256.94			101 240 4240	331	1010
	19-816 08/31/19	KA BLDG-INSPECTION FEES	11,122.83*			101 240 4240	444	1010
		Total for Vendor:	11,379.77					

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32464		2440 COMMISSIONER OF TRANSPORTATION	232.96					
	P00010704	08/28/19 BRIDGE INSPECTION	232.96			101 310 4310	444	1010
		Total for Vendor:	232.96					
32501		6025 DECKER, CHRISTA	116.33					
	1707-06	08/28/19 RL/WA MTR DEP REFUND AFT APPL	116.33			604 2212		1010
		Total for Vendor:	116.33					
32465		223 DEPUTY REGISTRAR #95 INC	64.25					
	581WLB	09/01/19 VEH REG-'06 HONDA	64.25			101 140 4140	430	1010
		Total for Vendor:	64.25					
32538		6032 DESMET, SHANNON	82.40					
	09/13/19	DEBRIS FROM FLOODING	82.40*			101 417 4417	430	1010
		Total for Vendor:	82.40					
32488		3780 DH ATHLETICS LLC	689.58					
	190089	09/12/19 WHITE SPRAY PAINT	689.58			101 517 4517	210	1010
		Total for Vendor:	689.58					
32489		69 DODGE COUNTY ENVIRONMENTAL	18.00					
	82979	08/09/19 WASTE DISP (MATTRESS/SPRING)	18.00*			101 310 4310	220	1010
		Total for Vendor:	18.00					
32466		5156 DODGE COUNTY INDEPENDENT/DODGE	150.00					
	8150	09/05/19 2020 BUDGET & LEVY NOTICE	60.00			101 153 4153	351	1010
	8180	09/12/19 NOTICE-INTENT TO AMEND LIQ ORD	90.00			101 111 4111	351	1010
		Total for Vendor:	150.00					
32467		15 DRIESSEN WATER INC	26.95					
	22859320	08/31/19 SEPT-SOFTENER RENT-C H	26.95			101 194 4194	410	1010
		Total for Vendor:	26.95					

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32514		17 EDGAR TRUCKING	617.78					
	25028	08/07/19 FREIGHT	220.28			609 975 4975	335	1010
	25046	08/14/19 FREIGHT	130.12			609 975 4975	335	1010
	25065	08/21/19 FREIGHT	135.47			609 975 4975	335	1010
	25085	08/28/19 FREIGHT	131.91			609 975 4975	335	1010
		Total for Vendor:	617.78					
32502		6026 ELIAS, AURORA	203.77					
	2874-02	08/28/19 REFUND OVERPAYMENT ON ACCT	203.77			604 2212		1010
		Total for Vendor:	203.77					
32539		6033 ENGELHARDT, JUDY	508.18					
	08/31/19	DEBRIS FROM FLOODING	508.18*			101 417 4417	430	1010
		Total for Vendor:	508.18					
32503		6027 EVERSOLE, THERESA	107.65					
	1857-03	08/28/19 RL MTR DEP REFUND AFT APPL TO	107.65			604 2212		1010
		Total for Vendor:	107.65					
32540		5987 FETTKETHER, CHUCK	16.00					
	09/09/19	DEBRIS FROM FLOODING	16.00*			101 417 4417	430	1010
		Total for Vendor:	16.00					
32468		5862 FINNLY TECHNOLOGY	253.68					
	1029	09/11/19 KAC COMPUTER REVIEW/SERVER	253.68			101 514 4514	370	1010
		Total for Vendor:	253.68					
32469		6024 FORUM COMMUNICATIONS CO	957.63					
	8311912547	08/31/19 AD-JOURNEYMAN LINeworkERS	957.63*			604 959 4959	343	1010
		Total for Vendor:	957.63					
32470		2187 FREERKSEN ENTERPRISES INC	802.22					
	314369	09/05/19 REPL LFT REAR MOD VALVES	802.22			101 220 4220	400	1010
		Total for Vendor:	802.22					

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32471		2723 GIBBS LAWN & SNOW CARE INC	1,958.33					
	13516	09/01/19 MONTHLY LAWN MOW-CEMETERY	1,958.33			610 984 4984	444	1010
		Total for Vendor:	1,958.33					
32541		6034 GLENNA, JEROME	112.55					
	101	5TH AVE NW (LANDLORD)						
	09/10/19	DEBRIS FROM FLOODING	112.55*			101 417 4417	430	1010
		Total for Vendor:	112.55					
32472		77 HAWKINS INC	5,648.71					
	4571433	08/28/19 ALUM SULFATE LIQUID	5,648.71			602 947 4947	211	1010
		Total for Vendor:	5,648.71					
32490		5565 HENDRICKSON, WAYNE	165.36					
	09/17/19	EAB TREATMENT REIMB'D	165.36			101 524 4524	444	1010
		Total for Vendor:	165.36					
32515		5036 HOHENSTEINS INC	993.45					
	161030	09/05/19 BEER	723.00			609 975 4975	252	1010
	161030	09/05/19 NA BEVERAGE	49.95			609 975 4975	254	1010
	164062	09/18/19 BEER	220.50			609 975 4975	252	1010
		Total for Vendor:	993.45					
32491		2462 HOISINGTON KOEGLER GROUP INC	4,255.44					
	018-060-9	09/16/19 ORDINANCE UPDATE	3,850.44			101 191 4191	440	1010
	019-041-1	09/16/19 CONSULTING-P&Z (KASEL, SO.	405.00*			101 140 4140	440	1010
		Total for Vendor:	4,255.44					
32504		4097 HORSMAN, ANN	96.98					
	1855-04	08/28/19 RL MTR DEP REFUND AFT APPL TO	96.98			604 2212		1010
		Total for Vendor:	96.98					
32542		6035 JENSEN, WILMA	48.00					
	09/10/19	DEBRIS FROM FLOODING	48.00*			101 417 4417	430	1010
		Total for Vendor:	48.00					

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32516		25 JOHNSON BROTHERS LIQUOR CO	7,532.74					
	564363	08/29/19 WINE CREDIT	-156.00			609 975 4975	251	1010
	564363	08/29/19 FREIGHT CREDIT	-5.07			609 975 4975	335	1010
	1375631	09/03/19 LIQUOR	1,554.65			609 975 4975	251	1010
	1375632	09/03/19 WINE	498.30			609 975 4975	251	1010
	1382061	09/10/19 LIQUOR	2,596.79			609 975 4975	251	1010
	1382062	09/10/19 WINE	813.90			609 975 4975	251	1010
	567053	09/13/19 LIQUOR CREDIT	-68.69			609 975 4975	251	1010
	567054	09/13/19 LIQUOR CREDIT	-228.69			609 975 4975	251	1010
	1387557	09/17/19 LIQUOR	1,824.56			609 975 4975	251	1010
	1387558	09/17/19 WINE	648.99			609 975 4975	251	1010
	1387559	09/17/19 MIXES	54.00			609 975 4975	254	1010
		Total for Vendor:	7,532.74					
32493		130 JORGENSONS TIRE SERVICE	84.00					
	93362	09/01/19 TIRE REPLACED	84.00			605 963 4963	400	1010
		Total for Vendor:	84.00					
32543		5162 JUST LIKE HOME S.A.C.C.	368.10					
		09/13/19 DEBRIS FROM FLOODING	368.10*			101 417 4417	430	1010
		Total for Vendor:	368.10					
32494		35 KASSON HARDWARE HANK	1,654.60					
	08/31/19	R&M SUPPLIES-STREETS	1.49*			101 310 4310	220	1010
	08/31/19	OPER SUPPLIES-P D	40.48*			101 210 4210	210	1010
	08/31/19	R&M SUPPLIES-PARKS	251.84			101 522 4522	220	1010
	08/31/19	R&M SUPPLIES-F D	40.96			101 220 4220	220	1010
	08/31/19	SMALL TOOLS-ELECTRIC	4.49			604 957 4957	240	1010
	08/31/19	SALES TAX	0.31			604 957 4957	240	1010
	08/31/19	SALES TAX	-0.31			604	2025	1010
	08/31/19	D C TRANSIT TAX	0.02			604 957 4957	240	1010
	08/31/19	D C TRANSIT TAX	-0.02			604	2026	1010
	08/31/19	R&M SUPPLIES-POOL	84.03*			101 514 4514	220	1010
	08/31/19	SMALL TOOLS-WATER	16.99			601 943 4943	240	1010
	08/31/19	R&M SUPPLIES-ELECTRIC	5.48			604 957 4957	220	1010
	08/31/19	SALES TAX	0.38			604 957 4957	220	1010

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	08/31/19	SALES TAX	-0.38			604 2025		1010
	08/31/19	D C TRANSIT TAX	0.03			604 957 4957	220	1010
	08/31/19	D C TRANSIT TAX	-0.03			604 2026		1010
	08/31/19	R&M SUPPLIES-WATER	213.06			601 943 4943	220	1010
	08/31/19	OPER SUPPLIES-K A C	329.85			101 514 4514	210	1010
	08/31/19	R&M SUPPLIES-C H	42.97			101 140 4140	220	1010
	08/31/19	R&M SUPPLIES-WWTP OPERATIONS	55.29			602 947 4947	220	1010
	08/31/19	OPER SUPPLIES-WWTP OPERATIONS	126.56			602 947 4947	210	1010
	08/31/19	R&M SUPPLIES-STORM WATER	64.96			605 963 4963	220	1010
	08/31/19	R&M SUPPLIES-ARENA	56.55			606 516 4516	220	1010
	08/31/19	SHIPPING-KAC UMBRELLAS	319.60			101 514 4514	430	1010
		Total for Vendor:	1,654.60					
32517		4427 KASSON LASER GRAPHICS	954.00					
	7786 09/06/19	CAN KOOZIES	750.00			609 976 4976	343	1010
	8013 09/19/19	8 HOODIES	204.00			609 976 4976	343	1010
		Total for Vendor:	954.00					
32473		4470 KAUTZ, GARY L.	208.48					
	09/09/19	PAINT FOR HYDRANTS	208.48			601 943 4943	220	1010
		Total for Vendor:	208.48					
32544		4430 KOBI, ALEESA	170.65					
		FOR RENTAL PROPERTY AT 203 5TH AVE NE						
	09/13/19	DEBRIS FROM FLOODING	170.65*			101 417 4417	430	1010
		Total for Vendor:	170.65					
32505		6028 KOHN, BEVERLY M	108.68					
	1848-03 08/28/19	RL MTR DEP REFUND AFT APPL TO	108.68			604 2212		1010
		Total for Vendor:	108.68					
32545		6036 LAIR, JEREMY	323.40					
	09/13/19	DEBRIS FROM FLOODING	323.40*			101 417 4417	430	1010
		Total for Vendor:	323.40					

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32518		3890 LETH ELECTRIC INC	250.00					
	5158	09/05/19 INSTALL BELL @ L.S.	250.00			609 979 4979	400	1010
		Total for Vendor:	250.00					
32546		4526 LINDGREN, ROBERT	142.65					
		FOR PROPERTY LOCATED AT 403 8TH AVE NW						
	09/13/19	DEBRIS FROM FLOODING	142.65*			101 417 4417	430	1010
		Total for Vendor:	142.65					
32533		199 LMC INS TRUST	27,597.00					
	09/04/19	4th QTR INSURANCE 1001158-3	1,069.82			101 220 4220	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43			101 220 4220	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	665.72			101 514 4514	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	3,383.08*			101 522 4522	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	112.62			101 517 4517	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	696.37			101 191 4191	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	128.25			101 527 4527	430	1010
	09/04/19	4th QTR INSURANCE 1001158-3	73.18			101 417 4417	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	88.39			290 650 4650	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	3,161.12			602 948 4948	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	2,032.05*			602 947 4947	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43*			602 948 4948	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	1,488.49			601 943 4943	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43*			601 943 4943	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	104.02			101 194 4194	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	1,904.20			604 957 4957	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43*			604 959 4959	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	683.06			609 979 4979	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43*			609 977 4977	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	1,423.34			101 310 4310	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	68.88			101 312 4312	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	194.37			605 963 4963	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	1,619.55			101 920 4920	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	33.61			101 526 4526	430	1010
	09/04/19	4th QTR INSURANCE 1001158-3	703.85			101 111 4111	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	68.57			101 111 4111	160	1010

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	09/04/19	4th QTR INSURANCE 1001158-3	5,902.48*			101 210 4210	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	80.00			101 210 4210	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	808.04			101 140 4140	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	22.86*			101 140 4140	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	105.25			101 417 4417	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	756.91			211 550 4550	360	1010
	09/04/19	4th QTR INSURANCE 1001158-3	11.43*			211 550 4550	160	1010
	09/04/19	4th QTR INSURANCE 1001158-3	150.34*			610 984 4984	360	1010
		Total for Vendor:	27,597.00					
32553		2689 LOCATORS & SUPPLIES INC	100.96					
	0279270-IN	09/12/19 RED MARKING PAINT	100.96			604 957 4957	220	1010
	0279270-IN	09/12/19 SALES TAX	6.94			604 957 4957	220	1010
	0279270-IN	09/12/19 SALES TAX	-6.94			604 2025		1010
	0279270-IN	09/12/19 D C TRANSIT TAX	0.50			604 957 4957	220	1010
	0279270-IN	09/12/19 D C TRANSIT TAX	-0.50			604 2026		1010
		Total for Vendor:	100.96					
32506		6029 LUDWIG, LORRAINE	113.71					
	1008-08	08/28/19 RL/WA MTR DEP REFUND AFT APPL	113.71			604 2212		1010
		Total for Vendor:	113.71					
32474		5628 MACQUEEN EMERGENCY GROUP	69.71					
	P02470	08/30/19 VOLT GAUGE/VOLTMETER GAUGE	69.71			101 220 4220	400	1010
		Total for Vendor:	69.71					
32475		3223 MASLOWSKI, GERRIE	119.73					
	09/10/19	EAB TREATMENT REIMB'D	119.73			101 524 4524	444	1010
		Total for Vendor:	119.73					
32560		385 MAXSON ELECTRIC INC	85.00					
	6421	09/03/19 CHECK FUSES @ WWTP	85.00*			602 947 4947	400	1010
		Total for Vendor:	85.00					

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32476		47 MC NEILUS STEEL INC	496.27					
	01402238	09/09/19 STEEL-L P SHELTER COUNTER	55.20			101 680 4522	530	1010
	01402241	09/10/19 STEEL BEND-L P SHELTER COUNT	441.07			101 680 4522	530	1010
		Total for Vendor:	496.27					
32547		6037 MCMAHAN, ALANA	61.00					
	09/13/19	DEBRIS FROM FLOODING	61.00*			101 417 4417	430	1010
		Total for Vendor:	61.00					
32561		4636 METERING & TECHNOLOGY SOLUTIONS	5,126.04					
	15171	09/09/19 12 METERS w)ERTS	2,563.02			601 943 4943	260	1010
	15171	09/09/19 12 METERS w)ERTS	2,563.02			602 948 4948	260	1010
		Total for Vendor:	5,126.04					
32477		4604 MIDWEST LEAK DETECTION	370.00					
	2066	09/07/19 LOCATE MAIN BREAK-6 AV SW	370.00			601 943 4943	400	1010
		Total for Vendor:	370.00					
32548		6038 MIELKE, SAMUEL	82.00					
	09/11/19	DEBRIS FROM FLOODING	82.00*			101 417 4417	430	1010
		Total for Vendor:	82.00					
32478		728 MN DEPT OF COMMERCE	695.79					
	1000042242	09/03/19 2ND QTR '20 INDIRECT ASSMN	695.79			604 1550		1010
		Total for Vendor:	695.79					
32495		376 MN DEPT OF HEALTH	3,872.00					
	08/13/19	CLEAN WATER ACT-SERV CONN FEE	3,872.00			601 2080		1010
		Total for Vendor:	3,872.00					
32562		2344 MN VALLEY TESTING LABORATORIES	433.25					
	994813	09/12/19 SUSP SOLIDS/MERC TESTING	433.25			602 947 4947	440	1010
		Total for Vendor:	433.25					

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32479		4270 MOBILELIFE INC	40.19					
	KASSO25924	09/13/19 PHONE CASE-NELSON	40.19			604 957 4957	210	1010
	KASSO25924	09/13/19 SALES TAX	2.75			604 957 4957	210	1010
	KASSO25924	09/13/19 SALES TAX	-2.75			604 2025		1010
		Total for Vendor:	40.19					
32507		6030 MOE, MELISSA	82.59					
	0957-05	08/28/19 RL MTR DEP REFUND AFT APPL TO	82.59			604 2212		1010
		Total for Vendor:	82.59					
32563		2696 NELSON ELECTRIC MOTOR REPAIR INC	875.00					
	9047	09/11/19 PULL PUMP #2-MAIN LIFT STATION	875.00			602 948 4948	400	1010
		Total for Vendor:	875.00					
32519		60 NORTHERN BEVERAGE DIST. CO. LL	14,958.47					
	545843	09/05/19 BEER	5,828.02			609 975 4975	252	1010
	548409	09/12/19 BEER	4,204.72			609 975 4975	252	1010
	551572	09/19/19 BEER	4,925.73			609 975 4975	252	1010
		Total for Vendor:	14,958.47					
32549		5134 OLEVSON, GARY	406.35					
		09/13/19 DEBRIS FROM FLOODING	406.35*			101 417 4417	430	1010
		Total for Vendor:	406.35					
32534		502 ON-SITE COMPUTERS INC	645.34					
	CW64610	09/05/19 CISCO FIREWALL-ANNUAL	265.00*			101 192 4192	370	1010
	CW64839	09/12/19 AUTO PASSWORD CHG SET UP	327.84*			101 192 4192	370	1010
	CW64839	09/12/19 RAPPE-NOTEPAD PROBLEM	52.50			101 192 4192	400	1010
		Total for Vendor:	645.34					
32550		188 P & P TV & APPLIANCE	38.20					
		FOR PROPERTY LOCATED AT: 21 W MAIN ST						
		09/19/19 DEBRIS FROM FLOODING	38.20*			101 417 4417	430	1010
		Total for Vendor:	38.20					

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32567		2876 PAUSTIS WINE COMPANY	204.50					
	64112	09/18/19 WINE	200.00			609 975 4975	251	1010
	64112	09/18/19 FREIGHT	4.50			609 975 4975	335	1010
		Total for Vendor:	204.50					
32480		58 PETTY CASH - CLERKS OFFICE	28.23					
	09/01/19	POSTAGE-C H MAILING	3.66			101 140 4140	325	1010
	09/01/19	MDH WATER SAMPLES MAILING	12.24			601 944 4944	325	1010
	09/01/19	PLATES	-0.86			101 140 4140	210	1010
	09/01/19	BATTERIES-C H	8.80			101 140 4140	210	1010
	09/01/19	MDH WATER SAMPLES MAILING	4.39			601 944 4944	325	1010
		Total for Vendor:	28.23					
32520		23 PHILLIPS WINE & SPIRITS	5,288.79					
	2617197	09/06/19 LIQUOR	711.00			609 975 4975	251	1010
	2618809	09/10/19 LIQUOR	304.10			609 975 4975	251	1010
	2618810	09/10/19 WINE	169.71			609 975 4975	251	1010
	2614335	09/03/19 LIQUOR	1,549.48			609 975 4975	251	1010
	2614336	09/03/19 WINE	265.75			609 975 4975	251	1010
	2614337	09/03/19 MIXES	64.50			609 975 4975	254	1010
	2622976	09/17/19 LIQUOR	1,988.25			609 975 4975	251	1010
	2622977	09/17/19 WINE	149.00			609 975 4975	251	1010
	2622978	09/17/19 MIXES	87.00			609 975 4975	254	1010
		Total for Vendor:	5,288.79					
32525		5710 PRECISION LINING & SEWER LLC	4,900.00					
	594	09/16/19 COLBURN SEWER WORK	4,900.00			602 1230		1010
		Total for Vendor:	4,900.00					
32481		2005 RESERVE ACCOUNT	500.00					
	22870844-5	09/10/19 POSTAGE METER REFILL	140.00			101 140 4140	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00			101 210 4210	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00*			101 310 4310	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00			101 510 4510	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	10.00			211 550 4550	210	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00			290 650 4650	325	1010

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	22870844-5	09/10/19 POSTAGE METER REFILL	20.00			601 944 4944	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	20.00			602 949 4949	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	100.00			604 959 4959	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00			605 963 4963	325	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	10.00			606 516 4516	210	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	100.00*			609 976 4976	210	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	10.00			610 984 4984	210	1010
	22870844-5	09/10/19 POSTAGE METER REFILL	15.00*			877 100 4000	430	1010
		Total for Vendor:	500.00					
32521		63 SCHOTT DIST CO INC	15,318.15					
	365562	09/05/19 BEER	492.80			609 975 4975	252	1010
	365563	09/05/19 BEER	7,578.80			609 975 4975	252	1010
	365563	09/05/19 NA BEVERAGE	40.00			609 975 4975	254	1010
	367240	09/19/19 BEER	7,002.95			609 975 4975	252	1010
	367240	09/19/19 NA BEVERAGE	203.60			609 975 4975	254	1010
		Total for Vendor:	15,318.15					
32496		2289 SL CONTRACTING, INC	500.00					
	10152	09/11/19 STRIPE ARENA PARKING LOT	500.00*			606 516 4516	400	1010
		Total for Vendor:	500.00					
32508		6031 SMITH, JEAN	83.58					
	1873-03	08/28/19 RL MTR DEP REFUND APT APPL TO	83.58			604 2212		1010
		Total for Vendor:	83.58					
32522		3850 SOUTHERN GLAZER'S OF MN	2,471.52					
	1862039	09/04/19 LIQUOR	433.00			609 975 4975	251	1010
	1862039	09/04/19 WINE	284.00			609 975 4975	251	1010
	1862039	09/04/19 FREIGHT	13.95			609 975 4975	335	1010
	1864686	09/11/19 LIQUOR	390.95			609 975 4975	251	1010
	1864686	09/11/19 WINE	308.00			609 975 4975	251	1010
	1864686	09/11/19 FREIGHT	10.85			609 975 4975	335	1010
	1867350	09/18/19 LIQUOR	746.75			609 975 4975	251	1010
	1867350	09/18/19 WINE	268.00			609 975 4975	251	1010
	1867350	09/18/19 FREIGHT	16.02			609 975 4975	335	1010
		Total for Vendor:	2,471.52					

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32535		5708 STAPLES BUSINESS CREDIT	93.67					
	7221717702	09/06/19 PRICE MATCH CR-CLSP ENVELO	-16.08			101 140 4140	210	1010
	7300522563	09/05/19 CLSP ENVEL/JET STR BLUE	109.75			101 140 4140	210	1010
		Total for Vendor:	93.67					
32482		3104 SUPERIOR COMPANIES INC	402.00					
	106827	09/04/19 REPAIR PLMBG @ DUPLEX	187.00			101 1151		1010
	106807	09/03/19 REPAIR TOILET @ C H	215.00			101 194 4194	400	1010
		Total for Vendor:	402.00					
32555		498 TEIGEN PAPER & SUPPLY INC	199.27					
	360260	09/04/19 CAN LINERS/WYPALL	199.27			101 522 4522	220	1010
		Total for Vendor:	199.27					
32497		2737 THOMAS TOOL & SUPPLY INC	84.99					
	M00689	09/05/19 5 GAL GAS CAN	84.99*			101 310 4310	220	1010
		Total for Vendor:	84.99					
32483		5834 THOMSON REUTERS - WEST	120.00					
	840916013	09/01/19 INVESTIGATIVE SUITE	120.00*			101 210 4210	440	1010
		Total for Vendor:	120.00					
32551		6039 TORRES, JORGE	15.00					
		09/14/19 DEBRIS FROM FLOODING	15.00*			101 417 4417	430	1010
		Total for Vendor:	15.00					
32556		383 TRI-STATE PUMP & CONTROL INC	41,452.57					
	441194	09/04/19 '19 AMT TRASH PUMP ON TRAILER	20,776.40			602 1640		1010
	441195	09/04/19 '19 AMT TRASH PUMP ON TRAILER	20,676.17			602 1640		1010
		Total for Vendor:	41,452.57					
32498		5384 TWO MEN AND A TRUCK - ROCHESTER	687.50					
		DAMAGED BY FLOOD IN JUNE & JULY						
	112795	09/05/19 MOVE ITEMS FROM KPD	687.50*			101 417 4417	430	1010
		Total for Vendor:	687.50					

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CITY OF KASSON
Claim Approval List
For the Accounting Period: 9/19
For Pay Date: 09/26/19

Page: 16 of 19
Report ID: AP100V

For Pay Date = 09/26/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32564		939 USA BLUEBOOK	412.80					
	997836	09/03/19 LATEX GLOVES	105.50			602 947 4947	210	1010
	998109	09/03/19 CHLORINE ACCUVAC/FLUORIDE REAG	461.71			601 943 4943	210	1010
	998189	09/03/19 cr-LATEX GLOVES	-154.41			602 947 4947	210	1010
	998189	09/03/19 cr-"DANGER-CHEM STORAGE" SIGNS	-39.75			601 943 4943	210	1010
	999224	09/04/19 "DANGER-CHEM STORAGE" SIGNS	39.75			601 943 4943	210	1010
		Total for Vendor:	412.80					
32536		5035 VALLI INFORMATION SYSTEMS INC	1,876.15					
	54712	08/31/19 UTILITY BILLING MAILING	375.23			601 944 4944	325	1010
	54712	08/31/19 UTILITY BILLING MAILING	375.23			602 949 4949	325	1010
	54712	08/31/19 UTILITY BILLING MAILING	750.46			604 959 4959	325	1010
	54712	08/31/19 UTILITY BILLING MAILING	375.23			605 963 4963	325	1010
		Total for Vendor:	1,876.15					
32568		4466 VINOPIA INC	328.00					
	0240945-IN	09/18/19 WINE	328.00			609 975 4975	251	1010
		Total for Vendor:	328.00					
32523		5047 WATERVILLE FOOD & ICE INC	639.83					
	05-911187	09/05/19 ICE-LIQUOR STORE	25.40*			609 975 4975	257	1010
	05-911178	09/05/19 ICE-LIQUOR STORE	200.73*			609 975 4975	257	1010
	07-900249	09/06/19 ICE-LIQUOR STORE	92.50*			609 975 4975	257	1010
	06-901206	09/07/19 ICE-LIQUOR STORE	253.52*			609 975 4975	257	1010
	05-911317	09/19/19 ICE-LIQUOR STORE	67.68*			609 975 4975	257	1010
		Total for Vendor:	639.83					
32484		388 WESCO RECEIVABLES CORP	133.36					
	791831	09/04/19 ARR 10KV RP DIST	133.36			604 957 4957	220	1010
		Total for Vendor:	133.36					
32524		2407 WINE MERCHANTS	501.50					
	7251171	09/10/19 LIQUOR	157.50			609 975 4975	251	1010
	7251172	09/10/19 WINE	344.00			609 975 4975	251	1010
		Total for Vendor:	501.50					

09/20/19
15:32:54

CITY OF KASSON
Claim Approval List
For the Accounting Period: 9/19
For Pay Date: 09/26/19

Page: 17 of 19
Report ID: AP100V

For Pay Date = 09/26/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32499		50 XCEL ENERGY		16.10				
	652138047	09/03/19 UTIL SERV-STR LT 8/3-9/2	16.10			101 316 4316	380	1010
		Total for Vendor:		16.10				
		# of Claims	94	Total:				450,787.33

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 9/19

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$56,928.23
211 Library Fund	
1010 CASH-OPERATING	\$778.34
290 Economic Development	
1010 CASH-OPERATING	\$103.39
601 Water Fund	
1010 CASH-OPERATING	\$9,644.08
602 Sewer Fund	
1010 CASH-OPERATING	\$61,837.36
604 Electric Fund	
1010 CASH-OPERATING	\$261,067.28
605 Storm Water	
1010 CASH-OPERATING	\$760.59
606 ICE ARENA	
1010 CASH-OPERATING	\$566.55
609 Liquor Fund	
1010 CASH-OPERATING	\$56,967.84
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$2,118.67
877 Festival in Park Fund	
1010 CASH-OPERATING	\$15.00
Total:	\$450,787.33

09/20/19
15:32:57

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 9/19

Page: 19 of 19
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

MINUTES OF PLANNING COMMISSION MEETING
September 9, 2019

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 9th day of September, 2019 at 6:30 PM

THE FOLLOWING MEMBERS WERE PRESENT: Commissioner Ferris, Commissioner Torkelson, Commissioner Fitch, Commissioner Thompson, Commissioner Zelinske and Commissioner Burton.

THE FOLLOWING WERE ABSENT: Commissioner Tinsley

THE FOLLOWING WERE ALSO PRESENT: Interim-Administrator Nancy Zaworski, City Clerk Rappe, Tim O'Morro, Scott Stroh, Dan Stroh, Tony Bigelow

CALL TO ORDER AT 6:30PM

MINUTES OF THE PREVIOUS MEETINGS – August 12, 2019 – Motion to Approve the Minutes as presented by Commissioner Thompson, second by Commissioner Burton with All Voting Aye.

PUBLIC HEARING STROH REQUEST FOR CONDITIONAL USE PERMIT FOR HOME BREWERY – Interim City Administrator Zaworski stated that the City will have to update the Ordinances regarding alcohol. Zaworski also referred to the new Comprehensive Plan and staff comments.

Public Hearing Opened

Scott Stroh – 601 3rd Ave NW – Mr. Stroh stated that his primary focus is distribution to retailers. He would only like to keep the option open for small level sales out of his garage. Mr. Stroh stated there would be no on site consumption it would only be for them to take home. Hours would be minimal. Mr. Stroh stated that he would be brewing around 100 gallons a month with a maximum of 300-500 gallons a month. Mr. Stroh would handle all of the distribution himself so there would be no truck traffic. Mr. Stroh has a 5 year plan of brewing more and eventually moving to a commercial building. Mr. Stroh stated that he would be disposing of the spent grain within a day of use.

Public Hearing Closed

Discussion:

Commissioner Burton does not see that there is any conflict with any of the 13 CUP standards as this is proposed. Burton would suggest conditions of; acquiring a building permit, getting the appropriate licensure, addressing the utilities, limiting the hours of sale from noon to six, being able to track the production.

Commissioner Zelinske would like a review process, after discussion, this would be a Commission and staff issue not the owners.

Commissioner Fitch – concerned with the traffic of off sale in a residential neighborhood. Mr. Stroh stated that he offered to limit it to “by appointment only”. After discussion the Commission decided to leave hours as Noon to 6PM.

Motion to Approve with the Conditions of requiring a building permit, limit sales on site from Noon to 6PM, addressing the utilities, waive Ordinance 154-084 C2, made by Commissioner Burton, second by Commissioner Zelinske with All Voting Aye.

PUBLIC HEARING SOUTH FORK THIRD PRELIMINARY PLAT – Interim City Administrator Zaworski stated that the consultant reviewed this application read her comments and she feels that there should be a Conditional Use Permit for a Planned Unit Development. Zaworski also read the staff

Planning Commission Meeting June 10, 2019

comments and referred to the City Engineer's review of the plats. All of these comments were submitted to Tony Bigelow and the Planning Commissioners.

Public Hearing Opened

Tony Bigelow – 1210 16th St NE – Mr. Bigelow stated that this is 7 acres in the middle of South Fork and was held off due to a recession. Mr. Bigelow acknowledged the letter from a resident regarding the association and the streets. Mr. Bigelow stated that he would comply with all of the conditions listed in the reviews. Mr. Bigelow stated that there is still enough room in the storm shelter for more patio homes and manufactured homes. Mr. Bigelow stated that the streets are done to City standards except that they don't have boulevards, sidewalks or are not as wide as a normal city street.

Public Hearing Closed

Discussion: There was no discussion

Motion to Approve the Preliminary Plat as presented made by Commissioner Burton, second by Commissioner Torkelson with All Voting Aye.

PUBLIC HEARING SOUTH FORK THIRD FINAL PLAT – Interim Administrator Zaworski suggested including the Engineer's recommendations.

PUBLIC HEARING OPENED

PUBLIC HEARING CLOSED

Motion to Approve the Final Plat with Conditions that the City Engineer has Stated made by Commissioner Zelinske, second by Commissioner Burton with All Voting Aye.

DODGE COUNTY ZONING ORDINANCE PUBLIC HEARING – Interim Administrator Zaworski stated that this is included for the Commissions information and in case any of them would like to attend the hearing or have comments for the hearing.

OTHER - Nothing

ADJOURN 7:13PM

Respectfully Submitted,

Linda Rappe, City Clerk

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT
Safety Management Program

Contract Date: July 29, 2019

Contract Number: 68-2020

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and Kasson Public Utilities (Kasson), dated July 16, 2018, contract number 68-2019, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2019 until September 30, 2020 (the "expiration date").

PART III, Section 1.

1. COMPENSATION: For the services covered by this Agreement, Kasson shall pay MMUA an annual fee of twenty thousand one hundred dollars and 00 cents (\$ 20,100.00) for the 2019-20 annual period. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Annual Payment (\$20,100.00)
- Quarterly Payments (\$5,025.00 each)

For any term of less than twelve full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the services were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

Kasson Public Utilities
By _____
Title _____
Date _____
Purchase Order # _____

Minnesota Municipal Utilities Association
By  _____
Title Executive Director
Date July 29, 2019

Minnesota Municipal Utilities Association
 Safety Management Program
Southwest Group Fee Calculation (Mark Hottel)
 October 1, 2019 - September 30, 2020

Group Budget \$172,923.56

City	# of days	Population	2019-20		2018-19 Annual Charge	Difference	Total 2019-20 with JTS
			Annual Charge	Quarterly Charge			
Blooming Prairie	2	1,996	\$16,150.00	\$4,037.50	\$15,800.00	\$350.00	\$17,350.00
Dodge Center	2	2,670	\$15,550.00	\$3,887.50	\$15,200.00	\$350.00	\$15,550.00
Eyota	1	1,977	\$9,450.00	\$2,362.50	\$9,100.00	\$350.00	\$9,450.00
Harmony	1	1,020	\$9,700.00	\$2,425.00	\$9,350.00	\$350.00	\$9,700.00
Kasson	2	5,931	\$20,100.00	\$5,025.00	\$19,750.00	\$350.00	\$22,500.00
Kenyon	1	1,815	\$11,550.00	\$2,887.50	\$11,200.00	\$350.00	\$13,350.00
Lake City	1	5,063	\$16,200.00	\$4,050.00	\$15,850.00	\$350.00	\$19,200.00
Lanesboro	0.3	728	\$5,700.00	\$1,425.00	\$5,450.00	\$250.00	\$5,700.00
Mabel	0.5	717	\$6,450.00	\$1,612.50	\$6,200.00	\$250.00	\$6,450.00
Preston	2	1,325	\$16,450.00	\$4,112.50	\$16,100.00	\$350.00	\$18,250.00
Saint Charles	2	3,735	\$17,550.00	\$4,387.50	\$16,950.00	\$600.00	\$17,550.00
Spring Valley	2	2,479	\$15,150.00	\$3,787.50	\$14,550.00	\$600.00	\$16,950.00
Zumbrota	1	3,252	\$11,550.00	\$2,887.50	\$11,000.00	\$550.00	\$11,550.00
Totals:	17.8		\$171,550.00	\$42,887.50	\$166,500.00	\$5,050.00	\$183,550.00

Annual JTS (Electric)
 \$600.00 per lineman

	2019-20	2018-19
Blooming Prairie	\$1,200.00	\$1,200.00
Kasson	\$2,400.00	\$2,400.00
Kenyon	\$1,800.00	\$1,800.00
Lake City	\$3,000.00	\$3,000.00
Preston	\$1,800.00	\$1,800.00
Saint Charles	\$0.00	\$0.00
Spring Valley	\$1,800.00	\$1,800.00
Totals:	\$12,000.00	\$12,000.00

Please notify Larry Pederson of changes to your city.
 Call 763-746-0704; fax 763-551-0459 or e-mail to lpederson@mmua.org.

**RESOLUTION #9.X-19
CITY OF KASSON**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT
TO ALLOW FOR A SMALL BREWER AT
601 3RD AV NW, KASSON, MN**

WHEREAS, Scott Stroh, an owner of the property in question has submitted a request for a Conditional Use Permit to allow for a Small Brewer at 601 3rd Av NW, Kasson, MN, and;

WHEREAS, at a public hearing duly held on the 9th day of September, 2019, the Planning Commission heard testimony of all persons wishing to comment on the proposed Conditional Use Permit to allow for a Small Brewer; and

WHEREAS, the Kasson Code of Ordinances, lists in Section 154.167 a home business as a Conditional Use in an R-2 Single-Family, Older-Core Residential District; and

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the application, including attachments, for a Conditional Use Permit to allow for a Small Brewer; and

WHEREAS, following the public testimony and report of the technical review, the Planning Commission reviewed all relevant information regarding the proposed Conditional Use Permit to allow for a Small Brewer and recommends approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA that the following Findings are hereby adopted regarding the application for a Conditional Use Permit to allow for a Small Brewer at 601 3rd Av NW, Kasson, MN:

SECTION 154.029 (B)(2)

(a) The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.

The presence of a Small Brewer at 601 3rd Av NW will have little, if any, impact on the parks, schools, streets and other public facilities.

(b) The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(c) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.

The presence of a Small Brewer at 601 3rd Av NW will not have an adverse effect upon adjacent residential properties.

(d) The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use.

The presence of a Small Brewer at 601 3rd Av NW will add to the assortment of business offerings in the City of Kasson.

(e) The use is consistent with the purpose of this chapter and the purposes of the zoning district in which the applicant intends to locate the proposed use.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(f) The use is not in conflict with the comprehensive plan of the City.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(g) The use will not cause traffic hazards or congestion.

A Small Brewer at 601 3rd Av NW will have little, if any, impact on traffic hazards or congestion.

(h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.

The Small Brewer will be accessed from Hwy 57, also known as Mantorville Avenue North.

(i) Adequate measures have been taken or are proposed to prevent or control offensive odor, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(j) Adequate utilities, parking, drainage and other necessary facilities will be provided.

The property, 601 3rd Av NW, has adequate parking available for a Small Brewer.

(k) The proposed use will not impede the normal and orderly development or improvements of the surrounding property.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(l) The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of the property.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

(m) The use will not disrupt the character of the neighborhood.

The presence of a Small Brewer at 601 3rd Av NW will be a compatible use.

BE IT FURTHER RESOLVED that the Conditional Use Permit to allow for a Small Brewer at 601 3rd Av NW, Kasson, MN, is hereby approved subject to the following conditions of approval:

- 1. The appropriate building permits will be acquired.**
- 2. Appropriate water and sewer connections to be made.**
- 3. Off-sale hours to be noon to 6 p.m.**
- 4. Waive Section 154-084 C2 of the Zoning Ordinance**

Adopted this 25th day of September, 2019.

Chris McKern, Mayor

ATTEST:

Nancy Zaworski, Interim City Administrator

The motion for adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____. Those against same: _____.

CITY OF KASSON
RESOLUTION # 9.X-19

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF
SOUTH FORK THIRD SUBDIVISION**

WHEREAS, South Fork Homes, LLC, the owner of the property in question have submitted a request for a Preliminary Plat, and;

WHEREAS, at a public hearing duly held on the 9th day of September 2019, the Planning Commission heard testimony of all persons wishing to comment on the proposed Preliminary Plat; and

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the proposed Preliminary Plat; and

WHEREAS, following the public testimony and report of the technical review, the Planning Commission reviewed all relevant information regarding the proposed Preliminary Plat; and

WHEREAS, it is the finding of the Planning Commission that conditions established for the approval of the Preliminary Plat have been addressed; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:

That the said Preliminary Plat of South Fork Third Subdivision is hereby approved by the City Council of the City of Kasson.

Adopted this 25th day of September 2019.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member ____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____, Those against same: _____.

MINUTES OF PLANNING COMMISSION MEETING
September 9, 2019

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 9th day of September, 2019 at 6:30 PM

THE FOLLOWING MEMBERS WERE PRESENT: Commissioner Ferris, Commissioner Torkelson, Commissioner Fitch, Commissioner Thompson, Commissioner Zelinske and Commissioner Burton.

THE FOLLOWING WERE ABSENT: Commissioner Tinsley

THE FOLLOWING WERE ALSO PRESENT: Interim-Administrator Nancy Zaworski, City Clerk Rappe, Tim O'Morro, Scott Stroh, Dan Stroh, Tony Bigelow

CALL TO ORDER AT 6:30PM

MINUTES OF THE PREVIOUS MEETINGS – August 12, 2019 – Motion to Approve the Minutes as presented by Commissioner Thompson, second by Commission Burton with All Voting Aye.

PUBLIC HEARING STROH REQUEST FOR CONDITIONAL USE PERMIT FOR HOME BREWERY – Interim City Administrator Zaworski stated that the City will have to update the Ordinances regarding alcohol. Zaworski also referred to the new Comprehensive Plan and staff comments.

Public Hearing Opened

Scott Stroh – 601 3rd Ave NW – Mr. Stroh stated that his primary focus is distribution to retailers. He would only like to keep the option open for small level sales out of his garage. Mr. Stroh stated there would be no on site consumption it would only be for them to take home. Hours would be minimal. Mr. Stroh stated that he would be brewing around 100 gallons a month with a maximum of 300-500 gallons a month. Mr. Stroh would handle all of the distribution himself so there would be no truck traffic. Mr. Stroh has a 5 year plan of brewing more and eventually moving to a commercial building. Mr. Stroh stated that he would be disposing of the spent grain within a day of use.

Public Hearing Closed

Discussion:

Commissioner Burton does not see that there is any conflict with any of the 13 standards as this is proposed. Burton would suggest conditions of; acquiring a building permit, getting the appropriate licensure, addressing the utilities, limiting the hours of sale from noon to six, being able to track the production.

Commissioner Zelinske would like a review process, after discussion this would be a Commission and staff issue not the owners.

Commissioner Fitch – concerned with the traffic of off sale in a residential neighborhood. Mr. Stroh stated that he offered to limit it to “by appointment only”. After discussion the Commission decided to leave hours as noon to 6.

Chairman Ferris – suggested a partnership with the Kasson Liquor Store and

Motion to Approve with the Conditions of requiring a building, limit sales on site to Noon to 6, addressing the utilities, waive the 154-084 C2 made by Commissioner Burton, second by Commissioner Zelinske with All Voting Aye.

PUBLIC HEARING SOUTH FORK THIRD PRELIMINARY PLAT – Interim City Administrator stated that the consultant reviewed this application read her comments and she feels that there should be a Conditional Use Permit for a Planned Unit Development. Zaworski also read the staff comments and

Planning Commission Meeting June 10, 2019

referred to the City Engineer's review of the plats. All of these comments were submitted to Tony Bigelow and the Planning Commissioners.

Public Hearing Opened

Tony Bigelow – 1210 16th St NE – Mr. Bigelow stated that this is 7 acres in the middle of South Fork and was held off due to a recession. Mr. Bigelow acknowledged the letter from a resident regarding the Association and streets. Mr. Bigelow stated that he would comply with all of the conditions listed in the reviews. Mr. Bigelow stated that there is still enough room in the storm shelter for more patio homes and manufactured homes. Mr. Bigelow stated that the streets are done to City standards except that they don't have boulevards, sidewalks or are not as wide as a normal city street.

Public Hearing Closed

Discussion: There was no discussion

Motion to Approve the Preliminary Plat as presented made by Commissioner Burton, second by Commissioner Torkelson with All Voting Aye.

PUBLIC HEARING SOUTH FORK THIRD FINAL PLAT – Interim Administrator Zaworski suggested including the Engineer's recommendations.

PUBLIC HEARING OPENED

PUBLIC HEARING CLOSED

Motion to Approve the Final Plat with conditions that the City Engineer has stated made by Commissioner Zelinske, second by Commissioner Burton with All Voting Aye.

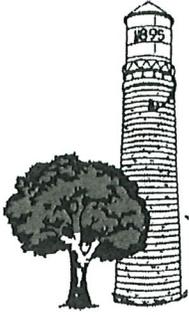
DODGE COUNTY ZONING ORDINANCE PUBLIC HEARING – Interim Administrator Zaworski stated that this is included for the Commissions information and in case any of them would like to attend the hearing or have comments for the hearing.

OTHER - Nothing

ADJOURN 7:13PM

Respectfully Submitted,

Linda Rappe, City Clerk



TREE
CITY
USA

CITY OF KASSON

401 FIFTH STREET SE
KASSON, MINNESOTA 55944-2204
PHONE: (507) 634-7071
FAX: (507) 634-4737

MEMO

To: Mayor McKern and City Council Members

Date: September 20, 2019

Re: Renter request for signage at 16 1st Av NW

Trail Creek Coffee(Whitmarsh) is interested in putting a sign on the building they rent from the city. According to their lease agreement, they need written permission from the City. They are also applying to the Kasson EDA through their Business Façade Improvement Program. They will fill out all appropriate permits, etc. See attached.

COUNCIL ACTION REQUESTED:

Approval of signage for 16 1st Av NW

Business Facade Improvement Program Application

Kasson Economic Development Authority

Name: Crystal Whitmarsh - Trail Creek Coffee Date: 9/6/19
Roasters

Phone: 507-995-8571

Email: trailcreekcoffee@gmail.com

Mailing Address: 305 13th Ave NW

City/State/Zip: Kasson, mn 55944

Project Address: 16 1st Ave NW, Kasson, mn 55944

Project Summary: Addition of outdoor sign to
the building for improved visibility
+ identification.

Total Project Cost: 725.00

Total Amt. Requested: 362.50

Application Certification

We, the undersigned certify that the information submitted is true and accurate to the best of our knowledge, that we understand, and will comply with the program guidelines. We understand that this application will be reviewed by the City and that if the final project does not meet minimum program guidelines, the City reserves the right to deny payment. We confirm that if approved, the City may use the approved company's name and information in promotional/publicity materials, events, etc.

But for the assistance provided through this program by the Kasson Economic Development Authority, we would not have the resources to complete this project or to complete this project to the extent that we will with assistance.

Crystal Whitmarsh/co-owner
Name/Title (Printed)

JAMES WHITMARSH
Name/Title (Printed)

[Signature] 9/6/19
Signature Date

[Signature] 9/6/19
Signature Date



14 North Mantorville Avenue
Kasson, Minnesota 55944

Phone: (507) 634-6501
Fax: (507) 634-4060

Email: abelsigns@aol.com

PROPOSAL

DATE
9/4/19

TRAIL CREEK COFFEE ROASTERS KASSON, MN 55944

PROJECT

ITEM	DESCRIPTION	COST	QUANTITY	Total
ALUMALITE ...	3' X 8' X 1/4" THICK ALUMLITE SIGN PANEL LETTERED ONE SIDED INSTALLED ON BUILDING.....	625.00		625.00
	PRICE DOES NOT INCLUDE PERMIT FEES..... Dodge County Transit Sales Tax	0.50%		0.00

SKETCH DEPOSIT: THE SKETCH DEPOSIT COVERS MINIMAL COST INVOLVED IN DEVELOPING A CONCEPT. IT DOES NOT COVER THE ACTUAL PURCHASE OF A CUSTOM DESIGN, WHICH WOULD BE FIGURED AT AN HOURLY RATE, WITH A QUOTED MINIMUM PRICE. THE SKETCH REMAINS THE PROPERTY OF THE DESIGNER.

THE CLIENT AGREES TO PAY ALL COST OF COLLECTION IN THE EVENT OF DEFAULT OF PAYMENT BY THE CLIENT, INCLUDING A REASONABLE ATTORNEY'S FEE. IN THE EVENT OF DELIQUENT PAYMENTS, THE CLIENT WILL BE CHARGED A RATE OF 1.5% INTEREST FOR EVERY MONTH AFTER THE FIRST 30 DAYS.

PRICE QUOTATION GOOD FOR 30 DAYS. PRICES AS INDICATED ABOVE ARE MINIMUM ESTIMATES FOR ART OR SIGN WORK ONLY. PHOTOSTATS, TYPOGRAPHY, PHOTOGRAPHS, OVERTIME, CHANGES AND/ OR TIME ADDITIONS, DELAYS CAUSED BY THE CLIENT, SPECIAL CONSULTATIONS AND ALL OTHER WORK EXPENSES THAT CANNOT BE ESTIMATED ACCURATELY IN ADVANCE WILL BE BILLED EXTRA UNLESS OTHERWISE SPECIFIED HEREIN.

FINISHED ART, MECHANICALS, AND SIGNS WILL BE RELEASED FOR USE BY THE CLIENT ONLY. MECHANICALS, ORIGINAL ART, SKETCHES AND MATERIALS OTHER THAN SIGNS ORIGINATED BY THE DESIGNER ARE THE PROPERTY OF THE DESIGNER, AND WILL BE HELD FOR THE CLIENT, UNLESS OTHERWISE SHOWN.

QUOTED BY Chris A. Abel
Chris A. Abel

SIGNATURE _____

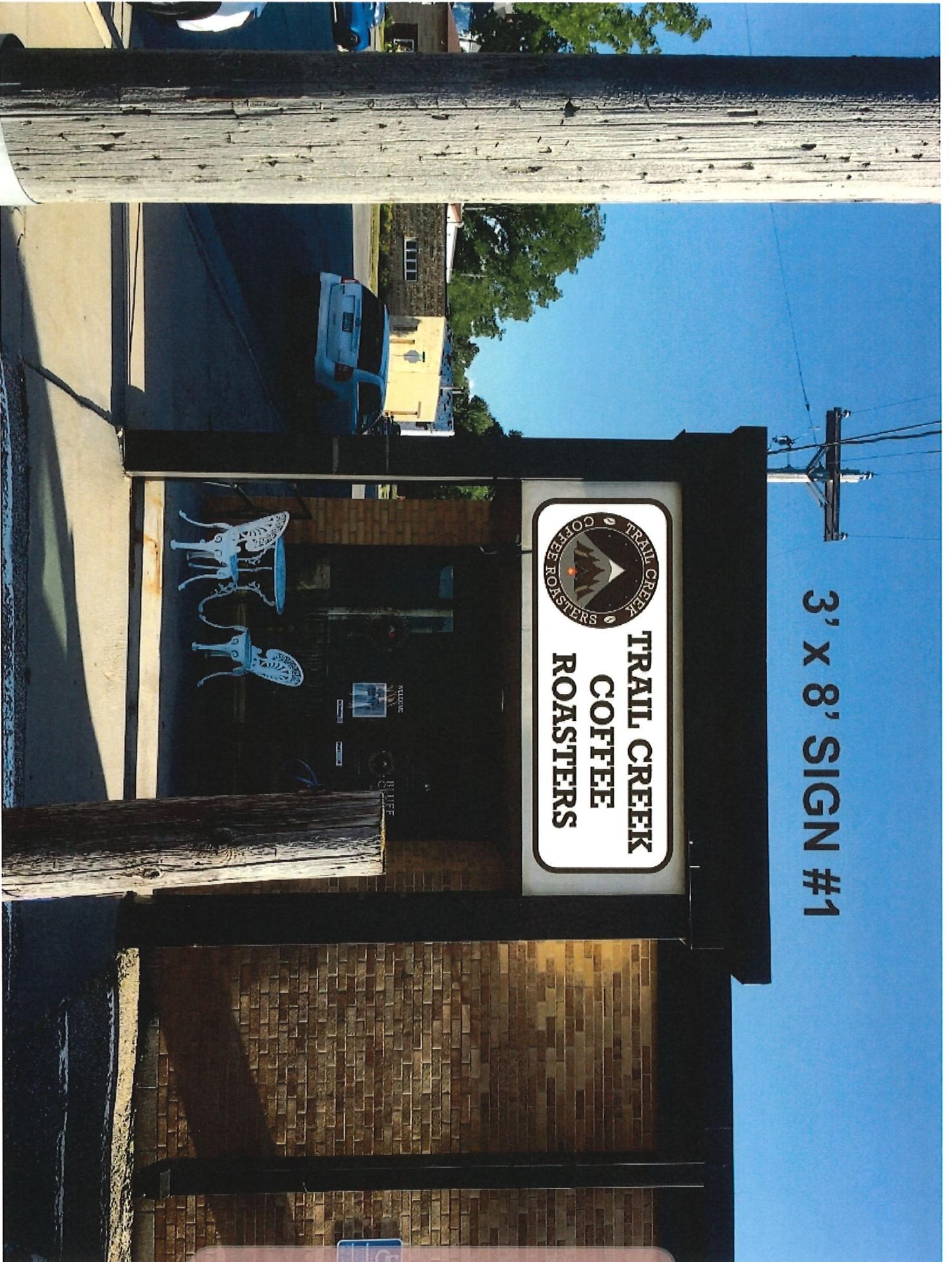
DATE _____



3' x 8' SIGN #1



**TRAIL CREEK
COFFEE
ROASTERS**



WHKS & Co.

Letting Date: 9/19/2019 @ 10:00 a.m.

WHKS Project No: 8749

16th Street NE Improvements S.A.P. 240-109-001 Kasson, MN		Carl Bolander & Sons, LLC 251 Starkey Street St. Paul, MN 55107			A-1 Excavating, Inc. 8237 Hwy 64 Bloomer, WI 54724		The Mathiowetz Construction Co. 30676 County Rd 24 Sleepy Eye, MN 56085		Swenke Ims Contracting, LLC PO Box 5 Kasson, MN 55944		
Line No.	ITEM	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
1	MOBILIZATION	1	LS	\$43,366.24	\$43,366.24	\$55,000.00	\$55,000.00	\$168,730.00	\$168,730.00	\$74,000.00	\$74,000.00
2	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
3	REMOVE SIGN	6	EACH	\$100.00	\$600.00	\$76.00	\$456.00	\$50.00	\$300.00	\$100.00	\$600.00
4	REMOVE PIPE CULVERTS	500	LF	\$3.50	\$1,750.00	\$10.00	\$5,000.00	\$8.00	\$4,000.00	\$20.00	\$10,000.00
5	GEOTEXTILE FABRIC TYPE 5 (P)	21,700	SY	\$1.00	\$21,700.00	\$1.30	\$28,210.00	\$1.15	\$24,955.00	\$2.00	\$43,400.00
6	COMMON EXCAVATION (P)	11,350	CY	\$8.00	\$90,800.00	\$11.00	\$124,850.00	\$7.50	\$85,125.00	\$11.75	\$133,362.50
7	STABILIZING AGGREGATE	1,372	CY	\$28.00	\$38,416.00	\$30.00	\$41,160.00	\$34.55	\$47,402.60	\$30.00	\$41,160.00
8	SUBGRADE PREPARATION	75	ROAD STA	\$0.01	\$0.75	\$260.00	\$19,500.00	\$165.00	\$12,375.00	\$1.00	\$75.00
9	AGGREGATE SURFACING (CV) CLASS 5	265	CY	\$38.00	\$10,070.00	\$37.00	\$9,805.00	\$31.66	\$8,389.90	\$46.50	\$12,322.50
10	AGGREGATE BASE (CV) CLASS 5 (P)	6,271	CY	\$32.00	\$200,672.00	\$36.00	\$225,756.00	\$34.17	\$214,280.07	\$35.50	\$222,620.50
11	SHOULDER BASE AGGREGATE (CV) CLASS 5	970	CY	\$28.00	\$27,160.00	\$39.00	\$37,830.00	\$34.05	\$33,028.50	\$41.50	\$40,255.00
12	MILLED RUMBLE STRIPS-CL	7,300	LF	\$0.35	\$2,555.00	\$0.50	\$3,650.00	\$0.29	\$2,117.00	\$0.70	\$5,110.00
13	MILLED SINUSOIDAL RUMBLE STRIPS	14,475	LF	\$0.40	\$5,790.00	\$0.50	\$7,237.50	\$0.35	\$5,066.25	\$0.35	\$5,066.25
14	TYPE SP 12.5 WEAR CRS MIX(2,B)3.0" THICK	530	SY	\$35.00	\$18,550.00	\$38.00	\$20,140.00	\$32.00	\$16,960.00	\$44.00	\$23,320.00
15	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	2,508	TON	\$70.00	\$175,560.00	\$64.00	\$160,512.00	\$63.00	\$158,004.00	\$63.00	\$158,004.00
16	TYPE SP 12.5 WEARING COURSE MIX (3,C)	1,881	TON	\$79.00	\$148,599.00	\$73.00	\$137,313.00	\$72.00	\$135,432.00	\$72.00	\$135,432.00
17	TYPE SP 9.5 WEARING COURSE MIX (3,C)	1,881	TON	\$78.50	\$147,658.50	\$74.00	\$139,194.00	\$73.00	\$137,313.00	\$72.00	\$135,432.00
18	24" RC CULVERT APRON	4	EACH	\$1,000.00	\$4,000.00	\$1,525.00	\$6,100.00	\$682.89	\$2,731.56	\$1,750.00	\$7,000.00
19	30" RC CULVERT APRON	2	EACH	\$1,200.00	\$2,400.00	\$1,815.00	\$3,630.00	\$899.35	\$1,798.70	\$2,050.00	\$4,100.00
20	48" RC CULVERT APRON	2	EACH	\$2,300.00	\$4,600.00	\$2,965.00	\$5,930.00	\$1,915.78	\$3,831.56	\$3,150.00	\$6,300.00
21	15" CS SAFETY APRON	14	EACH	\$600.00	\$8,400.00	\$317.00	\$4,438.00	\$188.49	\$2,638.86	\$750.00	\$10,500.00
22	24" RC CULVERT PIPE	125	LF	\$68.00	\$8,500.00	\$77.00	\$9,625.00	\$60.79	\$7,598.75	\$90.00	\$11,250.00
23	30" RC CULVERT PIPE	65	LF	\$96.00	\$6,240.00	\$110.00	\$7,150.00	\$89.69	\$5,829.85	\$120.00	\$7,800.00
24	48" RC CULVERT PIPE	71	LF	\$219.00	\$15,549.00	\$227.00	\$16,117.00	\$169.54	\$12,037.34	\$220.00	\$15,620.00
25	15" CS PIPE CULVERT	262	LF	\$37.00	\$9,694.00	\$36.00	\$9,432.00	\$26.77	\$7,013.74	\$60.00	\$15,720.00
26	RANDOM RIPRAP CLASS III	40	CY	\$70.00	\$2,800.00	\$70.00	\$2,800.00	\$65.00	\$2,600.00	\$100.00	\$4,000.00
27	CONCRETE CURB & GUTTER DESIGN B618	500	LF	\$27.00	\$13,500.00	\$33.00	\$16,500.00	\$27.50	\$13,750.00	\$38.00	\$19,000.00
28	6" CONCRETE DRIVEWAY PAVEMENT	27	SY	\$81.00	\$2,187.00	\$77.00	\$2,079.00	\$66.00	\$1,782.00	\$110.00	\$2,970.00
29	RELOCATE MAIL BOX	6	EACH	\$200.00	\$1,200.00	\$120.00	\$720.00	\$100.00	\$600.00	\$500.00	\$3,000.00
30	TRAFFIC CONTROL	1	LS	\$7,200.00	\$7,200.00	\$6,300.00	\$6,300.00	\$3,700.00	\$3,700.00	\$4,500.00	\$4,500.00
31	INSTALL SIGN	30	EACH	\$350.00	\$10,500.00	\$450.00	\$13,500.00	\$300.00	\$9,000.00	\$300.00	\$9,000.00
32	STABILIZED CONSTRUCTION EXIT	3	EACH	\$1,500.00	\$4,500.00	\$100.00	\$300.00	\$3,000.00	\$9,000.00	\$1.00	\$3.00
33	EROSION CONTROL SUPERVISOR	1	LS	\$0.01	\$0.01	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
34	STORM DRAIN INLET PROTECTION	6	EACH	\$180.00	\$1,080.00	\$2.00	\$12.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00
35	SILT FENCE, TYPE MS	1,500	LF	\$2.50	\$3,750.00	\$1.00	\$1,500.00	\$1.80	\$2,700.00	\$3.00	\$4,500.00
36	COMMON TOPSOIL BORROW	100	CY	\$35.00	\$3,500.00	\$10.00	\$1,000.00	\$36.00	\$3,600.00	\$1.00	\$100.00
37	TURF ESTABLISHMENT	5	ACRE	\$5,500.00	\$27,500.00	\$2,420.00	\$12,100.00	\$3,185.00	\$15,925.00	\$5,000.00	\$25,000.00
38	4" BROKEN LINE MULTI COMP (WR)	9,590	LF	\$0.30	\$2,877.00	\$0.30	\$2,877.00	\$0.26	\$2,493.40	\$0.26	\$2,493.40
39	4" SOLID LINE MULTI COMP (WR)	19,485	LF	\$0.30	\$5,845.50	\$0.30	\$5,845.50	\$0.26	\$5,066.10	\$0.26	\$5,066.10
40	PAVEMENT MARKING SPECIAL	11	LF	\$35.00	\$385.00	\$30.00	\$330.00	\$19.75	\$217.25	\$20.00	\$220.00
TOTAL BID PRICE					\$1,084,455.00		\$1,154,399.00		\$1,176,392.43		\$1,209,502.25

CITY OF KASSON
RESOLUTION #x-x

A RESOLUTION AWARDDING AND APPROVING
S.A.P. 240-109-001
16TH STREET NE IMPROVEMENTS BID

WHEREAS, the City Council of the City of Kasson solicited, received and opened bids for 16th Street NE Improvements on September 19, 2019; and,

WHEREAS, bids received by the City of Kasson must be acted upon within 30 days of opening; and,

WHEREAS, the bids received for the project are favorable.

<i>Engineering Estimate</i>	<i>\$ 1,300,000.00</i>
Carl Bolander & Sons, LLC	\$ 1,084,455.00
A-1 Excavating, Inc.	\$ 1,154,399.00
The Mathiowetz Construction Co.	\$ 1,176,392.43
Swenke Ims Contracting, LLC	\$ 1,209,502.25

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kasson that the low bid submitted by Carl Bolander & Sons, LLC in the amount of \$ 1,084,455.00 for 16th Street NE Improvements is hereby approved.

Adopted by the Kasson City Council this 25th day of September, 2019.

Mayor Chris McKern

ATTEST:

Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____. Those against same: _____.

RESOLUTION
Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SAP 240-109-001
9/25/2019

WHEREAS, The City of Kasson has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,000,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that City of Kasson does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2018, Chapter 214- H.F. 4425. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Kasson
401 5th St SE
Kasson, MN 55944

Contact: Nancy Zaworski, Interim Administrator

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 240-109-01 16 th Street NE Improvements	\$1,000,000	\$594,400	November 1, 2020

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,000,000
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: Chris McKern

Title: Mayor

Date: _____

By: Nancy Zaworski

Title: Interim City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____

Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant	\$1,000,000	Grant Funds:	
Other:		Construction Costs	\$1,000,000
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$1,000,000	Subtotal	\$1,000,000
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds (MSA)	\$594,400	Engineering	\$156,000
Other:		Construction Costs	\$438,400
	\$		\$
	\$		
	\$		
Subtotal	\$594,400	Subtotal	\$594,400
TOTAL FUNDS	\$1,594,400	TOTAL PROJECT COSTS	\$1,594,400

EXHIBIT B

PROJECT COMPLETION SCHEDULE

Award Project	9/25/2019
Start Construction	10/1/2019
Complete Construction	11/1/2020

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Dodge, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

City of Kasson, a political subdivision of the
State of Minnesota

By: _____
Name: Chris McKern
Title: Mayor

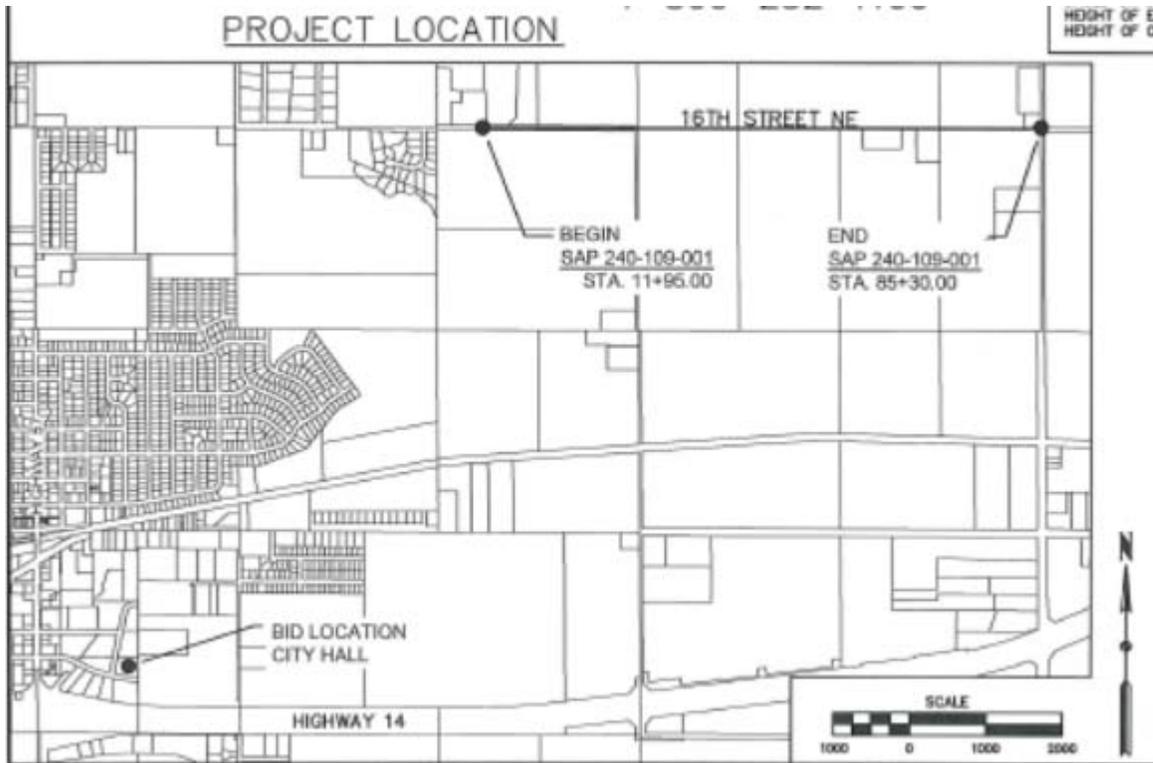
By: _____
Name: Nancy Zaworski
Title: Interim City Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

LOCATED ON 16TH STREET NE FROM 730' EAST OF INTERSECTION OF 16TH STREET NE AND 16TH AVE NE TO 270TH AVE (COUNTY 15)

LOCATED IN SECTION 33 T107N R16W, DODGE COUNTY, MN



MnDOT Agreement No. _____

EXHIBIT D
GRANT APPLICATION

A. Applicant Information		
1. Title: Mrs.	2. First Name: Theresa	3. Last Name: Coleman
4. Phone Number: 507-634-7071		5. E-mail: cityadministrator@cityofkasson.com
6. Agency: City of Kasson		7. Agency Position: City Administrator
8. Street Address: 401 5th Street SE		
9. Additional Address Line:		
10. City: Kasson	11. State: MN	12. Zip Code: 55944
13. Is the applicant a sponsor on this project? Yes		

B. Project Location	
1. MnDOT District: 06 - Rochester	2. County: Dodge
3. City: Kasson	4. Township: Mantorville
5. Name of Road: 16th Street NE	6. Type of Road: Municipal State Aid Street
7. Road Authority*: State Aid City	8. Road Authority Name*: City of Kasson
9. Project Termini: From 700' East of 16th Avenue NE	10. To: CSAH 15

*Complete if road authority is not the applicant.

C. Project Description
1. Select type of project. Reconstruction
2. Provide a detailed description of the proposed project (2,000 character limit). The City of Kasson proposed to improve 16th Street NE from a rural gravel roadway to a rural bituminous roadway meeting State Aid standards. The proposed improvements will connect an urban bituminous roadway to a County State Aid Highway. The proposed section of 16th Street is a Municipal State Aid route which serves as a collector with an anticipated ADT of 1,000 vehicles per day.

D. Eligibility	
1. Select the LRIP Account your project is eligible under. Routes of Regional Significance	
2. Does your project meet one or more of the Routes of Regional Significance Criteria (select all that apply)?	
<input type="checkbox"/> Farm to Market route <input type="checkbox"/> Part of an economic development plan <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input checked="" type="checkbox"/> Part of a 10-ton route network <input type="checkbox"/> Connect to regional tourist destination <input checked="" type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road
3. Describe the project contribution to the local, regional or state economic development or redevelopment efforts (1,500 character limit). The proposed project connects two roadways on the Federal Classification System; a Minor Collector (16th Street NE, West of Project), to a Major Collector (CSAH 15). The project will provide for an adequate roadway	

to parallel Trunk Highway 14 (Arterial) which will provide additional capacity to the regional roadway network. The proposed segment was identified as a critical collector as part of the Highway 14 West Subarea Roadway System Study completed by MnDOT. The Highway 14 corridor drives economic development in the City of Kasson and SE Minnesota. Improving this segment will enhance the corridor which will provide additional economic growth.

E. Project Readiness

1. Construction Year: 2019

2. Does the project have any historical/archeological impacts?

No. There are no historical/archeological impacts

3. Are there railroad impacts (railroad crossings or railroad tracks within 600' of the project)?

No RR crossings or RR tracks within 600'

4. What is the status of the engineering and design work on the project?

Design in progress

5. What is the Right-of-Way (R/W) status of the project?

No R/W is needed or all work is within owner R/W

F. Safety

1. Is this project or components of this project identified in a County Safety Plan? No

2. If applicable, select the appropriate focus area your project/safety strategy align with in the [Minnesota Strategic Highway Safety Plan](#).

Lane Departure (run-off-road, head-on, sideswipes)

3. Identify the transportation deficiency, type of crash, or safety hazard this project is trying to address (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The existing roadway is a substandard rural gravel roadway. The current level of traffic has caused rutting and washboarding on the roadway which has caused vehicles to become stuck in the roadway. The proposed project will upgrade the roadway to a bituminous surface with adequate shoulders, clear zone and inslopes.

4. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The proposed project includes an acceleration lane on CSAH 15 due to limited sight distance, which will reduce traffic crashes. Two location on 16th Street will be regraded to improve limited sight distances which will increase safety.

G. Multimodal/Complete Street

Identify infrastructure improvements for non-motorized users on this project (1,500 character limit).

The project will include wider shoulders for nonmotorized traffic and plans to accommodate a future off roadway trail along this corridor.

H. Estimated Project Cost

Source of Funding

1. LRIP Request:	1,000,000
2. Federal Funds:	0
3. State Aid Funds:	0
4. Local/Other Funds:	594,400
5. Total Project Cost:	1,594,400

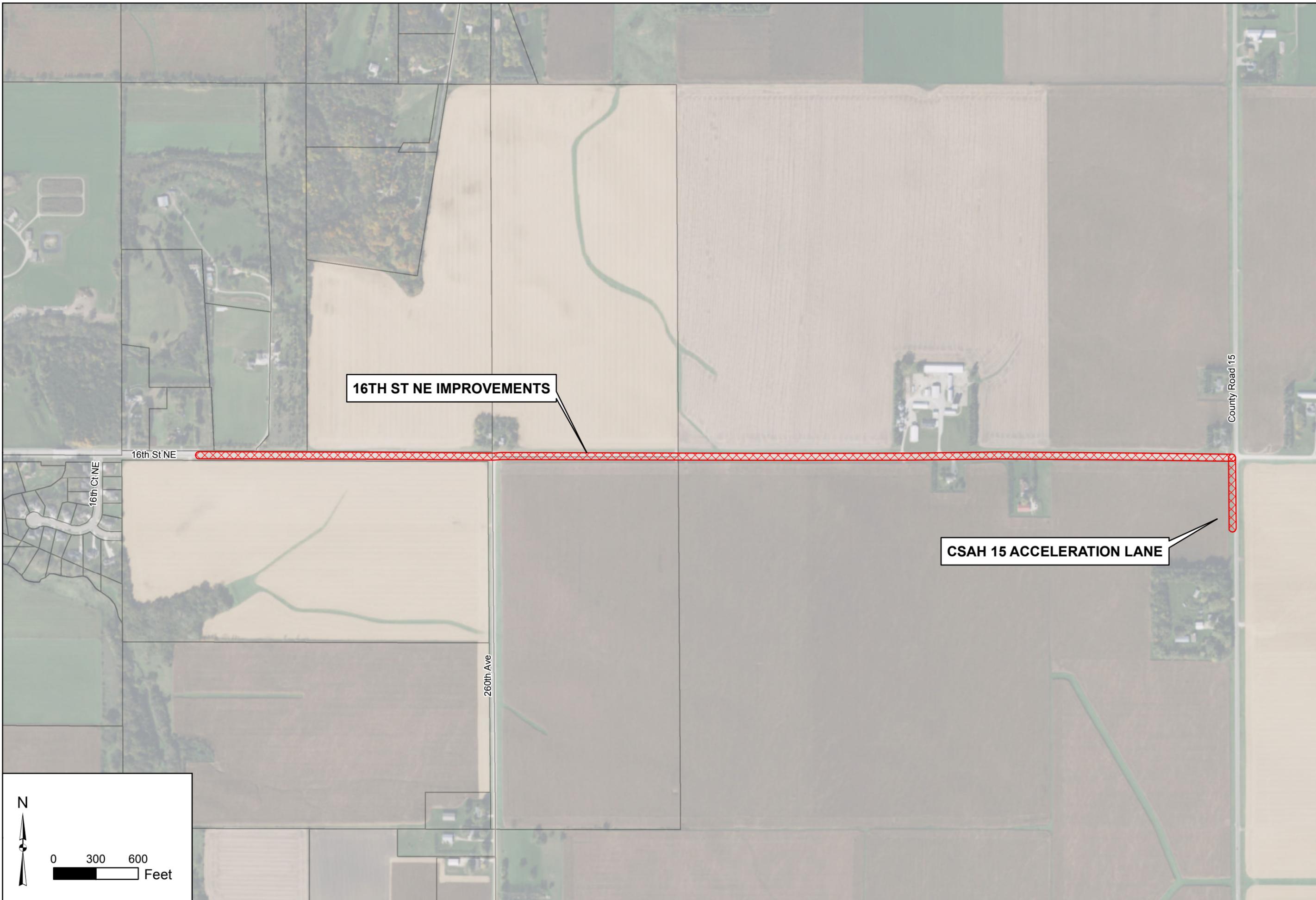
I. Attachments

- At least one project location map with routes labeled
- Engineer's Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Sponsor agency resolution (if applicable)
- Letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.docx.

The application and attachments are due November 3, 2017 for county and state aid city applicants and December 1, 2017 for township and non-state aid city applicants. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us.

More information on the program is available on the Local Road Improvement Program website, <http://www.dot.state.mn.us/stateaid/lrip.html>. If you have questions regarding this solicitation, contact Patti Loken at 651-366-3803 or Patti.Loken@state.mn.us.



16TH ST NE IMPROVEMENTS

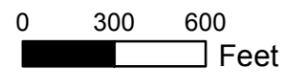
CSAH 15 ACCELERATION LANE

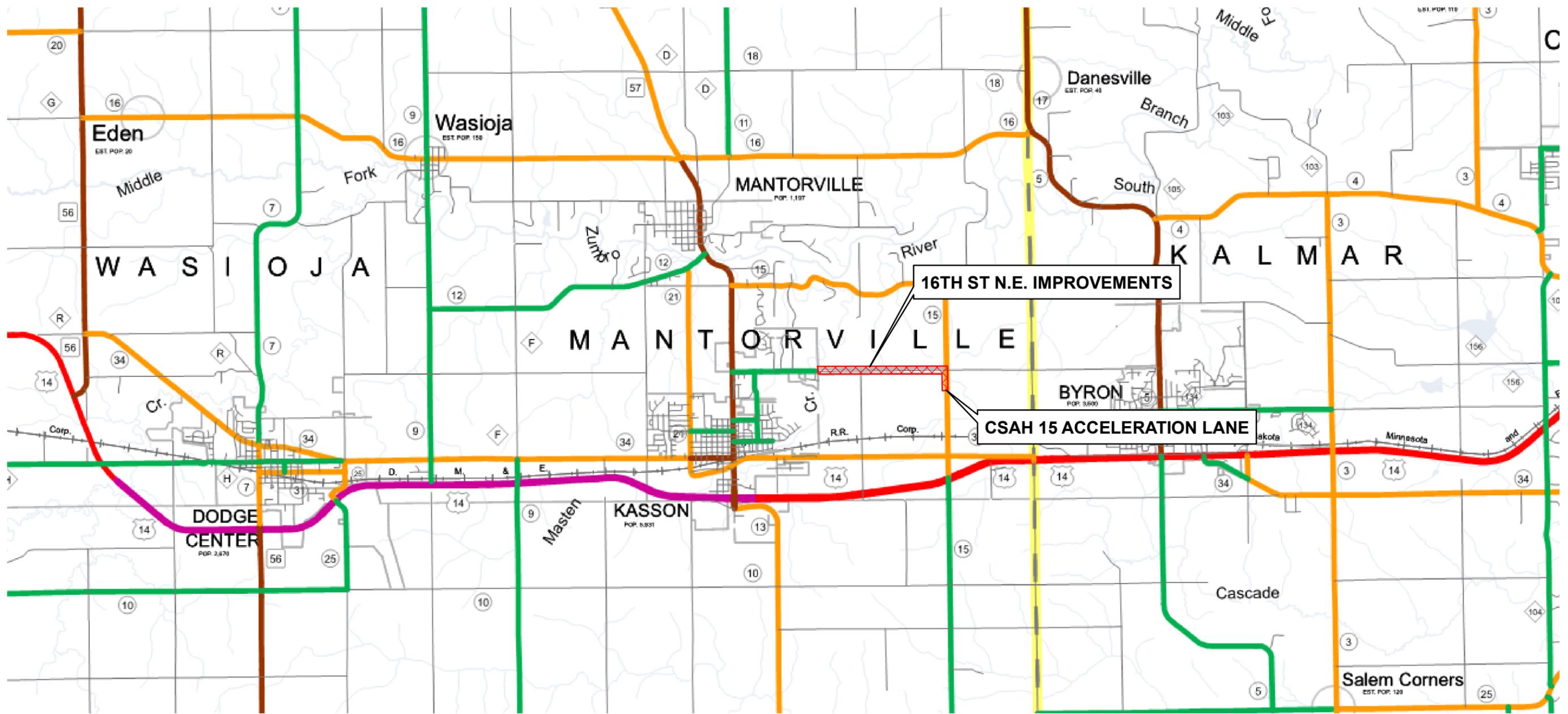
16th St NE

16th Ct NE

260th Ave

County Road 15





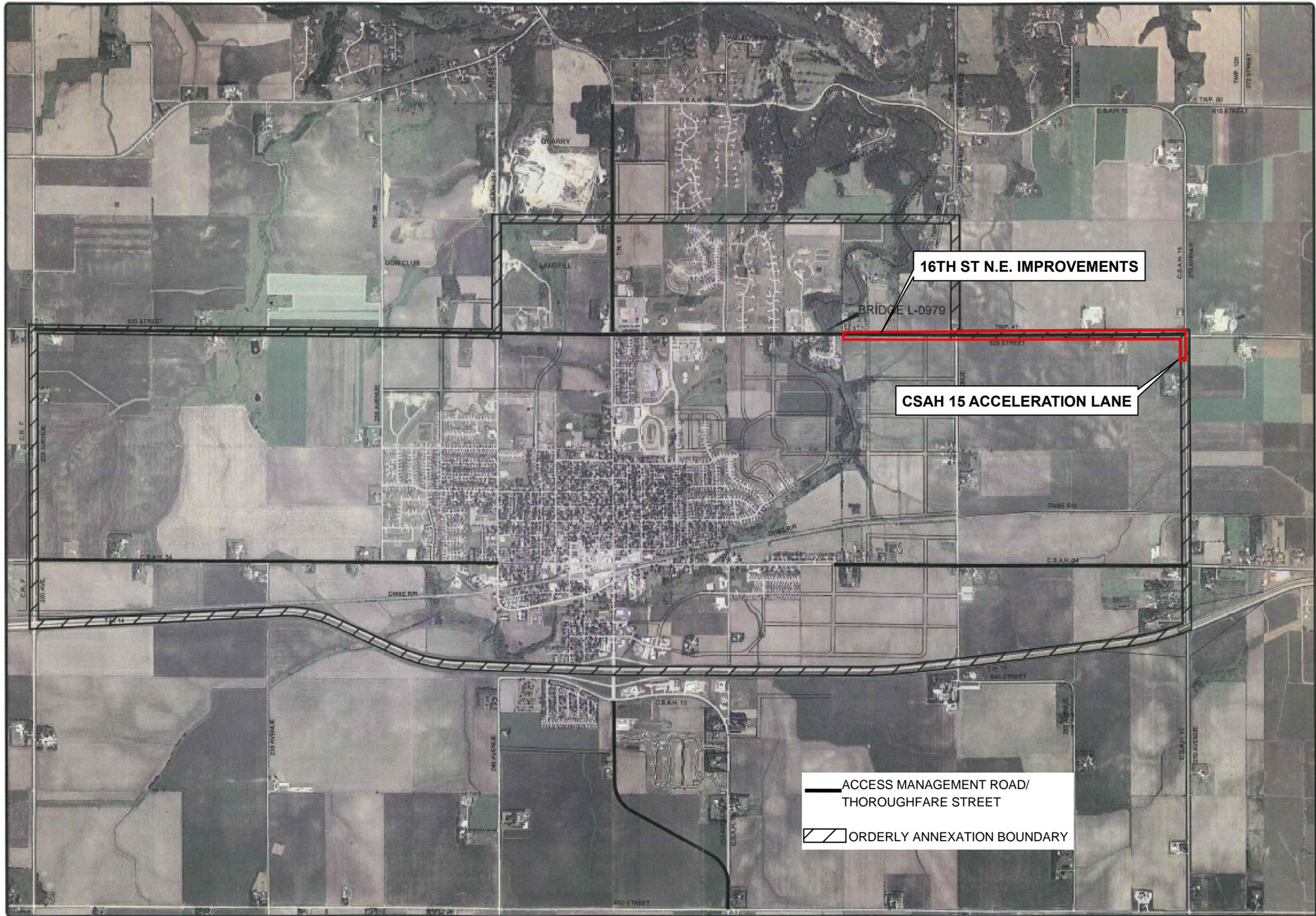
FUNCTIONAL CLASSIFICATION MAP

**16TH ST N.E. IMPROVEMENTS
CITY OF KASSON
DODGE COUNTY, MN**

Dodge Functional Classification

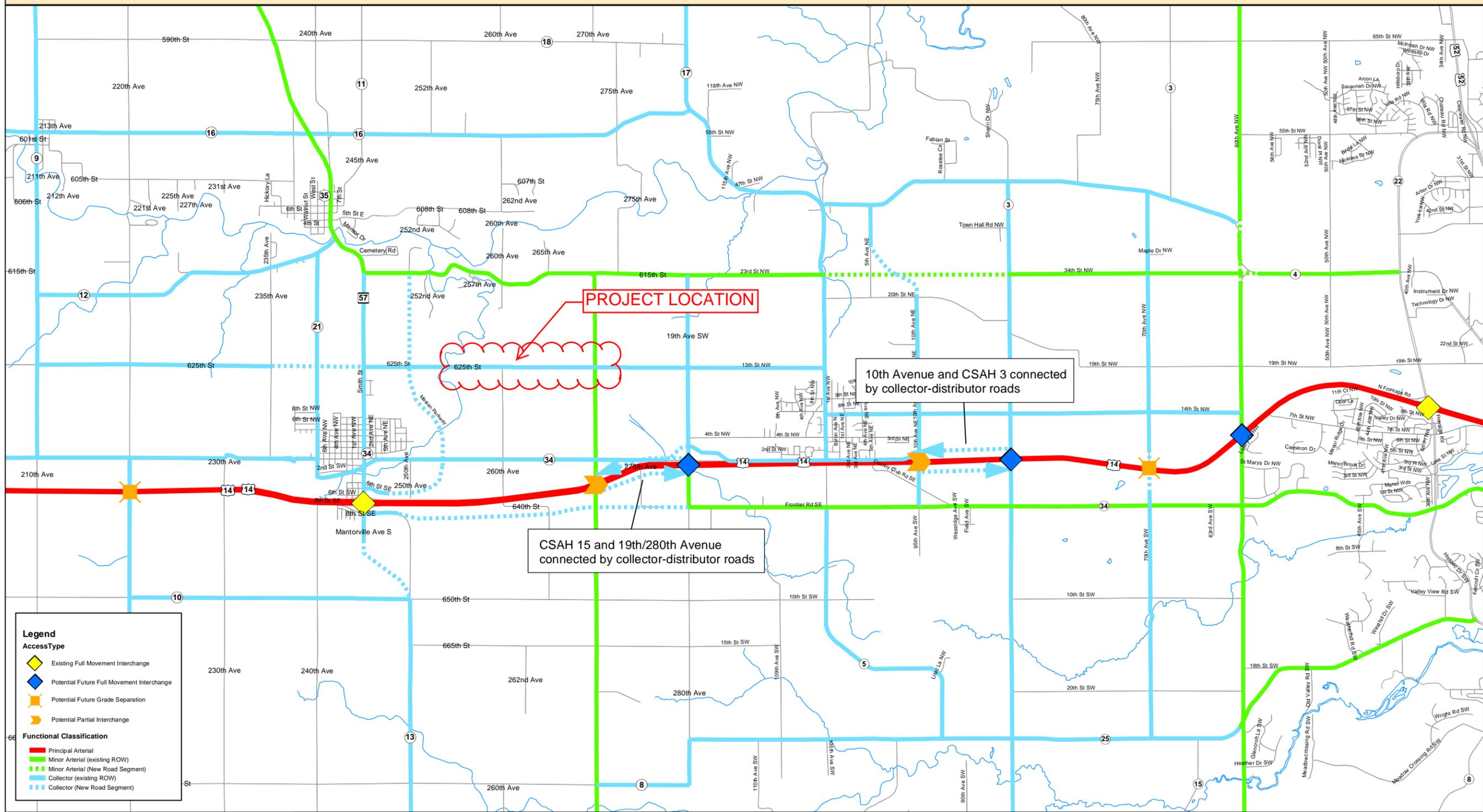
- Interstate
- Other Freeways & Expressways
- Principal Arterial - Other
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- - - County Boundary

- INTERSTATE TRUNK HWY
- U.S. TRUNK HWY
- STATE TRUNK HWY
- COUNTY STATE AID HWY
- COUNTY ROAD



No Scale

Highway 14 West Subarea Roadway System Study

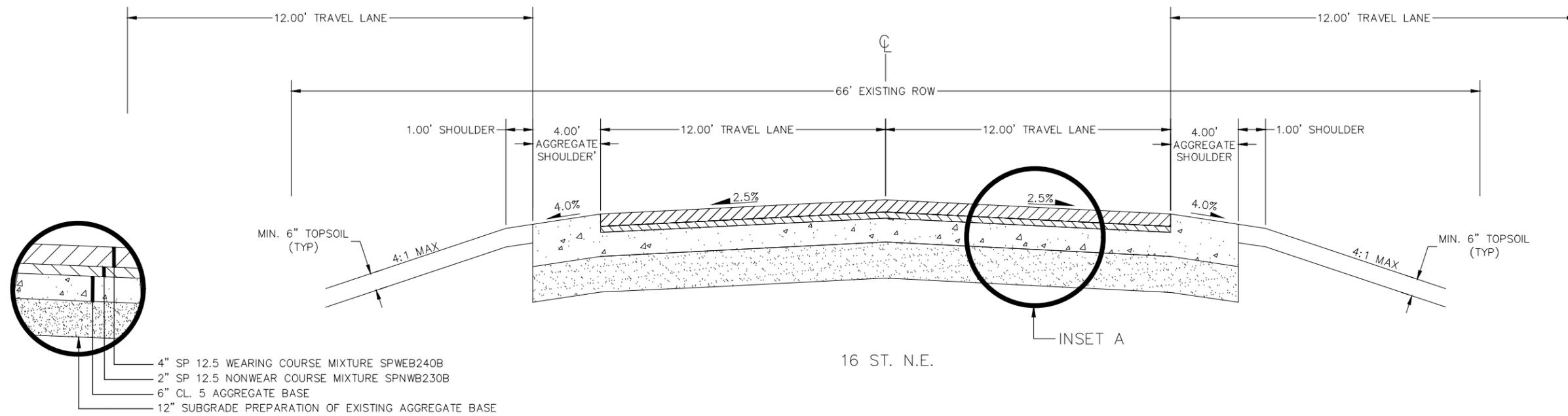


Data Sources:
Mn/DOT GIS Base Map - Dodge County - Olmsted County

08-26-04

Hoisington Koegler Group Inc.
Benshoof & Associates, Inc.





INSET A

TYPICAL SECTION

**16TH ST N.E. IMPROVEMENTS
CITY OF KASSON
DODGE COUNTY, MN**

Date: 10/23/2017

WHKS No. 8104.17

SHEET 1 OF 1

No Scale

16TH STREET IMPROVEMENTS - CITY OF KASSON

BEGINING OF PROJECT LOOKING EAST



CENTER OF PROJECT
LIMITED SIGHT DISTANCE AND POOR ROADWAY CONDITION



END OF PROJECT LOOKING EAST (AT CSAH 15)



CSAH 15 LOOKING NORTH (16TH STREET TO LEFT)
LIMITED SIGHT DISTANCE DUE TO HILL ON CSAH 15



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
16TH STREET N.E. IMPROVEMENTS (700' East of 16th Ave. to CSAH 15)
KASSON, MINNESOTA

10/18/2017

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1 Lump Sum	\$ 50,000.00	\$ 50,000.00
2	Common Excavation	25,000 C.Y.	\$ 8.00	\$ 200,000.00
3	Subgrade Preparation - 12"	74 Stations	\$ 500.00	\$ 37,000.00
4	Aggregate Base, Class 5 (CV)	6,500 C.Y.	\$ 32.00	\$ 208,000.00
5	Subgrade Correction (CV)	4,700 C.Y.	\$ 32.00	\$ 150,400.00
6	Bituminous Pavement - Wearing	5,450 Tons	\$ 66.00	\$ 359,700.00
7	Bituminous Pavement - Non-Wearing	2,800 Tons	\$ 66.00	\$ 184,800.00
8	Shoulder Base Aggregate (CV) Class 5	1,150 C.Y.	\$ 30.00	\$ 34,500.00
9	F&I 48" RCP Culvert	60 L.F.	\$ 200.00	\$ 12,000.00
10	F&I 48" Apron	2 Each	\$ 2,000.00	\$ 4,000.00
11	Rip Rap, Class 3	30 C.Y.	\$ 50.00	\$ 1,500.00
12	4" Solid/Broken Line Yellow - Epoxy	15,000 L.F.	\$ 0.50	\$ 7,500.00
13	4" Solid Line White - Epoxy	16,000 L.F.	\$ 0.50	\$ 8,000.00
14	Pavement Message - Epoxy	5 Each	\$ 500.00	\$ 2,500.00
15	Signing	1 Lump Sum	\$ 10,000.00	\$ 10,000.00
16	Erosion Control	1 Lump Sum	\$ 15,000.00	\$ 15,000.00
17	Turf Restoration	6 Acres	\$ 2,000.00	\$ 12,000.00
18	Traffic Control	1 Lump Sum	\$ 10,000.00	\$ 10,000.00
			Subtotal	\$ 1,306,900.00
			Contingency (10%)	\$ 130,700.00
			Engineering (12%)	\$ 156,800.00
			Total	\$ 1,594,400.00

PROJECT COST PARTICIPATION

MnDOT Local Road Improvement Program (LRIP) (Maximum \$1 Million)	\$ 1,000,000.00
Local Funds (City of Kasson) (Engineering Not Grant Eligible)	\$ 594,400.00
	\$ 1,594,400.00

PROPOSED PROJECT SCHEDULE

PROJECT: 16th Street N.E. Improvements WHKS JOB NO.: 8104.17
 CLIENT: City of Kasson
 LOCATION: Kasson, Minnesota
 DATE: November 3, 2017

Item	Name	Date
Resolution Authorizing LRIP Solicitation	City Council	October 25, 2017
Submit LRIP Application to MnDOT	WHKS	November 3, 2017
LRIP Award Announcement	MnDOT	March, 2018
Submit final construction plans and specifications for State Aid and County	WHKS	September, 2018
Resolution approving plans and specification and directing solicitation of bids	City Council	January, 2019
Receive bids at City Hall	WHKS & City Staff	February, 2019
Resolution receiving bids and awarding contract	City Council	February, 2019
Preconstruction Meeting	WHKS & City Staff	April, 2019
Begin construction	Contractor	May, 2019
Complete construction	Contractor	August, 2019

CITY OF KASSON
RESOLUTION #10.8-17

A RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR
THE LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) FOR 16TH STREET N.E.
IMPROVEMENTS

WHEREAS, the Commissioner of Transportation has given notice of grant opportunities from the Minnesota State Transportation Fund for Local Road Improvement Program (LRIP) to assist local agencies on transportation projects; and,

WHEREAS, the City of Kasson considers 16th Street N.E. a route of regional significance; and,

WHEREAS, the proposed 16th Street N.E. Improvement project includes reconstruction of 16th Street N.E. from 700-feet east of 16th Avenue N.E. to CSAH 15. The proposed reconstruction will upgrade 16th Street N.E. from an aggregate roadway to a bituminous paved roadway; and,

WHEREAS, the proposed project includes an acceleration lane on south bound CSAH 15 due to limited sight distance; and,

NOW, THEREFORE, BE IT RESOLVED, The City Council hereby supports the pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application.

Adopted by the Kasson City Council this 25th day of October 2017.



Mayor Chris McKern

ATTEST:



Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member Zelinske and duly seconded by Council Member Egger. Upon a vote being taken, the following members voted in favor thereof: Borgstrom, Buck, Egger, McKern and Zelinske. Those against same: None



Phone: 507-634-3881
Fax: 507-634-4698

19 East Main Street
Kasson, MN 55944

October 26, 2017

Theresa Coleman
City Administrator
City of Kasson
401 5th St. S.E.
Kasson, MN 55944

RE: 16th Street N.E. Improvements
MnDOT Local Road Improvement Program Solicitation
Letter of Support

Dear Theresa:

The Kasson Police Department is providing this letter to show its support of the City of Kasson's proposed reconstruction of 16th Street N.E.

The current level of traffic has caused the substandard gravel roadway to become impassible at times. Our department has assisted motorists that have been stuck in the gravel roadway due to severe rutting. The limited sight distance at the crest of hills has caused several accidents and a number of near head-on collisions. The intersection of 16th Street and CSAH 15 has an elevated accident rate compared to other similar intersections due to the limited sight distance.

The proposed bituminous surfacing will provide for a roadway that meets the needs of the traveling public. The regrading and lowering of the crest of hills will provide for additional sight distance reducing accidents. The added acceleration lane on CSAH 15 at the intersection of 16th Street N.E. will provide a safety improvement to the intersection's limited sight distance.

The Kasson Police Department supports this long overdue improvement to this substandard roadway.

Sincerely,

A handwritten signature in black ink, appearing to read "KAB", with a stylized flourish at the end.

Kent Berghuis
Police Chief

KB/kb

cc Brandon Theobald, P.E., WHKS & Co., Consulting City Engineer

DODGE COUNTY
HIGHWAY DEPARTMENT

16 S. Airport Drive
Dodge Center, MN 55927

Guy W. Kohlhofer, P.E. County Engineer
guy.kohlhofer@co.dodge.mn.us

Phone: 507-374-6694
Fax: 507-374-2552

Date:

October 24, 2017

Topic:

Resolution of Support for Kasson Grant Application

Summary:

The City of Kasson is submitting an application for approximately \$750,000 of state funding to assist in the improvement of 16th Street heading east of town. This is a Local Road Improvement Program application and is well suited for this road.

The City is requesting a letter and resolution from the County indicating our support as well as the improvements fit in the County transportation plan. This will hopefully better their chances of being awarded the grant. This support does not include any financial assistance.

Action Requested:

Adopt the attached resolution and letter of support.

October 24, 2017

Theresa Coleman
City Administrator
City of Kasson
401 5th St. S.E.
Kasson, MN 55944

RE: Kasson, MN
16th Street NE Improvements
Local Road Improvement Program (LRIP)

Dear Ms. Coleman:

Dodge County is providing this letter to indicate its support of the City of Kasson's Local Road Improvement Program application for the reconstruction of 16th Street N.E. from 700-feet east of 16th Avenue NE to Dodge CSAH 15.

The County considers that this route is of regional significance. The route connects two roadways on the federal classification system; 16th Street N.E. (Minor Collector) to CSAH 15 (Major Collector). This route is shown as a Collector in the Trunk Highway 14 West Subareas Study (September 2004). This route is consistent with Dodge County's transportation plan and future growth patterns.

The County understands the City's application includes an acceleration lane on south bound CSAH 15 at the intersection of 16th Street N.E. due to the limited sight distance on CSAH 15.

Dodge County supports this request for Local Road Improvement Program funding.

Sincerely,

Jim Elmquist
Dodge County Administrator

JE/je
cc Guy Kohlhofer, P.E., Dodge County Engineer
Brandon Theobald, P.E., City of Kasson, City Engineer

**BOARD OF COUNTY COMMISSIONERS
DODGE COUNTY, MINNESOTA**

Date:	Resolution
	Division: Public Lands
	Department: Highway
Motion by Commissioner:	Name:
Seconded by Commissioner:	

A RESOLUTION IN SUPPORT OF THE CITY OF KASSON'S LOCAL ROAD IMPROVEMENT PROGRAM SOLICITATION

WHEREAS, The City of Kasson intends to apply to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement (LRIP); and

WHEREAS, the project includes reconstruction of 16th Street NE from 700-feet east of 16th Avenue NE to CSAH 15. The proposed reconstruction will upgrade 16th Street NE from an aggregate surface to a bituminous paved surface.

WHEREAS, the project route is considered a route of regional significance.

WHEREAS, the proposed project includes an acceleration lane on south bound CSAH 15 due to limited sight distance.

WHEREAS, all costs of engineering and construction will be covered by the grant and the city o Kasson with no cost to Dodge County.

THEREFOR, BE IT RESOLVED, that Dodge County supports the City of Kasson's application to the Local Road Improvement Program (LRIP) for reconstruction of 16th Street NE.

ATTEST:

	AYE	NAY
_____ Rodney Peterson Vice Chair, County Board	Allen _____	_____
	Kenworthy _____	_____
	Peterson _____	_____
_____ Becky Lubahn Deputy Clerk	Tjosaas _____	_____
	Toquam _____	_____

MnDOT Agreement No. _____

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION
Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SAP 240-109-001
9/25/2019

WHEREAS, The City of Kasson has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,000,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that City of Kasson does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section

5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.



Kent B <dwrangle@gmail.com>

Fwd: Resignation

2 messages

Michele Clements <mcaper_2@hotmail.com>

Wed, Sep 11, 2019 at 8:46 PM

To: "Kent Berghuis (kent.berghuis@kassonpolice.com)" <kent.berghuis@kassonpolice.com>, Jesse Reding <jesse.reding@kassonpolice.com>

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Michele Clements <mcaper_2@hotmail.com>

Date: 9/11/19 8:21 PM (GMT-06:00)

To: kent.berghuis@kassonpolice.com, jesse.reding@kassonpolice.com, 3342 Josh Hanson <josh.hanson@kassonpolice.com>, jason.peck@kassonpolice.com

Subject: Resignation

September 11, 2019

Chief Burghuis
Kasson Police Dept.
19 E Main St.
Kasson MN
55944

Dear Chief Burghuis,

I would like to notify you that I am resigning from my position as Patrol Officer with the Kasson Police Department.

I want to thank you very much for the opportunity you've given me to work for the City Of Kasson Police Dept. I have truly enjoyed serving the citizens of Kasson. My experience there has taught me a lot and has helped me advance my skills in the law enforcement field. I will truly miss working with everyone at the department and the contacts that I have made with the great people there.

Sincerely,

Michele Clements



US 14 Corridor Analysis Open House #1

Created by: Mary Blair-Hoeft

Time

5:30pm - 7pm (Central Time -
Chicago)

Date

Thu Oct 10, 2019

Where

Byron City Hall

Description

This is the first public open house meeting for the US 14 Corridor Analysis and Concept Designs project. The open house will be held from 5:30 p.m. to 7 p.m. at Byron City Hall. There will be a short presentation during the open house approximately 15 minutes into the meeting; the purpose of the presentation is to inform those attending of the projects purpose and what we hope to gain from the engagement during the open house and throughout the project. Following the presentation we will be available for one-on-one discussion with attendees around information boards and a few interactive exercises that will be available as well that night.

2019 LMC Regional Meetings

Sept. 25—Thief River Falls

Sept. 26—Perham

Oct. 3—Chisholm

Oct. 9—Benson

Oct. 10—Sleepy Eye

Oct. 16—Waite Park

Oct. 30—Spring Valley

Nov. 14—Minnetonka

Newly Elected Officials:

2020 Leadership Conference

Jan. 24-25—Plymouth

Experienced Officials:

2020 Leadership Conference

Jan. 24-25—Plymouth

Feb. 28-29—Baxter

**2020 Legislative Conference
for Cities**

March 18-19—St. Paul

**DODGE COUNTY
PLANNING COMMISSION
PUBLIC HEARING NOTICE**

The Dodge County Planning Commission will meet **Wednesday, October 2, 2019 at 7:00 PM** in the south wing of the Government Services Building in Mantorville, MN. Listed below are items that will be included on this meeting agenda. Public comment will be received during the public hearing portion of the meeting. When the public hearing portion is closed the Planning Commission will act on the requests.

The first public hearing is to consider an application for a Conditional Use Permit to allow a Solar Energy Farm in the Agricultural District. The parcel is 78.8 acres and the Solar Energy Farm (Solar Garden) will cover approximately 14 acres of the leased 22 acres located in the E ½ of the NW ¼, Section 9 Mantorville Township. Novel Debra Solar, LLC is the applicant and Debra Alberts is the property owner.

The second public hearing is to consider an application for an Interim Use Permit for a Temporary Second Dwelling Unit (TSDU) for a period of no more than five years in the Agricultural District. The parcel is 9.76 acres located in SE ¼ of the NE ¼, Section 25, Mantorville Township. Baihley Jorgenson is the applicant and Jim & Murette Jorgenson are the property owners.

The third public hearing is to consider an application for an Interim Use Permit to allow a mining operation in the Agricultural District. The proposal is to mine approximately 10.3 acres from 4 parcels totaling of 119 acres located in the SW ¼ of the NW ¼ and NW ¼ of the SW ¼ of Section 16 and NE ¼ of the SE ¼, Section 17, Wasioja Township. The applicant is Douglas Ims and Twin Creek Family Farm, LP are the property owners.

The fourth public hearing is to consider an amendment to the Dodge County Zoning Ordinance. The proposal is to amend Chapters 8 (Agricultural District) and Chapter 16 (Performance Standards). To view the proposed language a copy will be available at the Dodge County Finance Office, the Dodge County Environmental Services Office and also on the County web site www.co.dodge.mn.us. / Departments/Environmental Services.

The fifth public hearing is to consider an amendment to the Dodge County Zoning Ordinance. The proposal is to amend and add language Chapter 16: Section 16.46 Solar Energy Farms. To view the proposed language a copy will be available at the Dodge County Finance Office, the Dodge County Environmental Services Office and also on the County web site www.co.dodge.mn.us. / Departments/Environmental Services.

Written comments will be accepted up to three business days prior to the meeting. If comments exceed one page you must include 15 copies. Address any written comments to the Dodge County Environmental Services, 721 Main St N – Dept. 123, Mantorville, MN 55955. A location/site map for each public hearing proposal will be available for review on the Dodge County [web site under the Environmental Services department's Public Hearing page](http://www.co.dodge.mn.us). www.co.dodge.mn.us. Please contact the Dodge County Environmental Services at (507) 635-6272 if you have any questions.

**Interim City Administrator Agenda Comments:
9.25.2019**

E.1. Public Hearing on revised/updated Liquor Ordinance (language presented 9.11.2019 Council meeting)

I.2. 2017 Street Reconstruction Assessment Deferral

The first year of deferrals there were approx 7. Last year there were two. Now there is one. Deferral requests must be renewed each fall. Council Request to approve the deferral.

I.3. Insurance Agent of Record

Proposed increase of 5% for 2020. Council Request to approve.

I.4. SEMMCHRA

Will update information from Karen DuCharme at SEMMCHRA

K.2 Promotion- Jeff Ulve. As Jeff Ulve has attained his class C Wastewater Treatment Facility license and has a water license and a Type 40 Waste Disposal Facility license and now meets requirements for a Water/Wastewater Operator II position, Public Works Director Bradford is recommending a promotion from Water/Wastewater Operator I to Water/Wastewater Operator II. Council Request to approve the promotion.

K.3. A recommendation will be presented for two electric department hires by Council.