

# KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, February 12, 2020

6:00 PM

## PLEDGE OF ALLIANCE

### 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 January 22, 2020

b. Claims processed after the January 22, 2020 regular meeting, as audited for payment

c. Resolution Accepting Donation to the Parks Department

d. Acknowledge Committee Minutes

- i. Library Board 1-22-20
- ii. Park Board Minutes 1-22-20
- iii. Planning Commission 1-13-20

e. Evaluations:

- i. Steve Howarth      Ice Arena Mgr      At Top of Scale
- ii. Charlie Bradford      Public Works Director      Inc Grade 16 Step 6 \$46.70 eff 1-14-20

f. Conferences:

- i. Dave Vosen      MRWA Annual Conf      St Cloud      Mar 3-5
- ii. Dan Trapp      MRWA Annual Conf      St. Cloud      Mar 3-5
- iii. Nathan Bleess      MPCA Annual WW Oper Conf      Brooklyn Park      Mar 25-27
- iv. Amy Johnson      MCFOA Clerks Institute      St. Cloud      May 4-8 \$145

g. Resolution Accepting Donation to the Kasson Fire Department

### 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

### F. COMMITTEE REPORT

1. SEMLM Resolution and Letter

2. Park Board
  - i. Hire KAC Manager, Supervisor and Head Lifeguard – in park board minutes
  - ii. Set KAC Wages for 2020 – in park board minutes
3. EDA Memo
  - i. Performance Review
  - ii. CEDA Contract
  - iii. 2019 Review

**G. OLD BUSINESS**

**H. NEW BUSINESS**

1. 2014B Bond Refunding Possibility
2. Utility Work Order

**I. ADMINISTRATORS REPORT**

1. Administrator's Report

**J. ENGINEER'S REPORT**

1. I/I Reduction Plan - Sanitary Sewer CCTV
  - a. Resolution Approving Plans and Advertisement for Bids
  - b. Plans and Specifications
2. I/I Reduction Plan - Sump Pump and Lateral Inspections
  - a. Revisions to City Ordinance 53 – Motion to Call Public Hearing on February 26<sup>th</sup>
3. TH 57 Reconstruction
  - a. Memo - update on roundabouts at Main and CSAH 34.

**K. PERSONNEL**

1. Memos from Police Chief for two PT Officer Hires

**L. ATTORNEY**

1. Data Practices Policy

**M. CORRESPONDENCE**

1. Police Award Certificates
2. Department Head Reports
3. Dodge County Solar Report

**N. ADJOURN**

Please go to [www.cityofkasson.com](http://www.cityofkasson.com) for full video

**KASSON CITY COUNCIL REGULAR MEETING MINUTES  
January 22, 2020**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 22nd day of January, 2020 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:** City Administrator Tim Ibisch, City Clerk Rappe, City Attorney Melanie Leth, City Engineer Theobald, Finance Director Zaworski, Janet Sinning, Alex Nuehring, Candy McKern and Dave Dubbels

**PLEDGE OF ALLIANCE  
COUNCIL**

**APPROVE AGENDA**

Add: K.1 Library Board recommendation for Library Director

Add : G.1 DNR Information

Add: F.1 Park Board Update

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

**CONSENT AGENDA**

Minutes from January 8, 2020

Claims processed after the January 8, 2020 regular meeting, as audited for payment in the amount of \$2,061,223.47

Resolution Designating CMMPA Representative

*Resolution #1.2-20*

*Resolution Making City Appointment to the Central MN Municipal Power Agency (CMMPA) and Central Municipal Power Agency/Services (CMPAS) Board of Directors  
(on file)*

Resolution Decertifying Delinquencies to the County Auditor

*Resolution #1.3-20*

*Resolution Decertifying Delinquent Claims to the County Auditor  
(on file)*

Acknowledge Committee Minutes

- i. Park Board Dec 2019
- ii. Planning Commission Dec 2019
- iii Library Board Special Meeting 12-23-19

Resolution for Multi Bank Securities Non-Corporate

Evaluations:

- i. Kris Anderson      Park/Street PWW                      At Top of Scale
- ii. Dan Trapp            Lead W/WW Operator                  At Top of Scale
- iii. Matt Norland      Police Officer                          inc to Grade 10 Step 4 \$29.20 eff 1-1-20
- iv. Matt Stradtman    Police Officer                          inc to Grade 10 Step 6 \$31.13 eff 1-1-20
- v. Jeff Ulve            W/WW Operator II                      inc to Grade 9 Step 7 \$30.02    eff 1-9-20

Conference – Linda Rappe    MCFOA            March 16-19    St. Cloud            \$275 + hotel

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

**VISITORS TO THE COUNCIL**

**MAYOR’S REPORT**

**Council Appointments – Motion to keep the same appointments as 2019 made by Mayor McKern, second by Councilperson Burton with All Voting Aye.**

**Board and Commission Appointments** – Janice Borgstrom-Durst would like to continue on EDA, we still need one more person to fill Rich Wegner’s term.

Janet Sinning will serve another term on Park Board

Sheldon Torkelson and Aaron Thompson will serve another term on Planning Commission

**Motion by Mayor McKern to appoint the preceding people to the named committees, second by Councilperson Egler with All Voting Aye.**

**Motion on Stabilization Fund Calculation regarding Flood** – Finance Director Zaworski would like to use general fund unexpended expense budget funds for the stabilization fund to use for flood expenses. Motion to use exclude any flood expenses from the 2019-2020 stabilization fund calculations made by Mayor McKern, second by Councilperson Ferris with All Voting Aye.

Mayor McKern stated he attended the Annual Chamber Meeting this past week. He provided the Chamber with a brief yearly review.

Welcome to Tim Ibisch, City Administrator, and thanks to Nancy Zaworski for her work as interim.

**PUBLIC FORUM**

**PUBLIC HEARING**

**COMMITTEE REPORT**

**Update on Park Board Old Stone Wall** – Councilperson Egler stated that people are coming up with ideas to raise money and they are working with the Engineer to see what can be saved and how much needs to be raised. Administrator Ibisch attended and shared his ideas with the Park Board. Councilperson Egler stated that the timeline may have to be moved.

**OLD BUSINESS**

**DNR information** – Councilperson Zelinske called the DNR and had a long conversation and the first thing we need to do is create a rough draft plan that shows what we can do with Masten Creek to alleviate some of the flooding and produce a map of the affected area from the flooding last year and a map of the residential flooding. DNR funds are minimal but they could send us to the State

and FEMA and Federal funds may be available. The City needs to show that it is moving in a serious direction to mitigate this.

Engineer Theobald recommends to have him go back to get a scope of what avenues we have to get funds.

**NEW BUSINESS**

**Pay Equity Approval – Motion Approve the Pay Equity Report made by Councilperson Egger, second by Councilperson Burton with All Voting Aye.**

**ADMINISTRATORS REPORT**

**Administrator Memo regarding Bigelow Voigt 8<sup>th</sup> Subdivision** – Administrator Ibisch spoke to his memos regarding the Planning Commission meeting held last Monday evening. Staff is working with the developers.

**Administrator Memo regarding Blaine’s 14<sup>th</sup> Subdivision**

Councilperson Burton gave a brief update on the conversations that were had at Planning Commission. Street alignment, outlots were a lot of the conversation.

**ENGINEER’S REPORT**

**PERSONNEL**

**Recommendation of Library Board – Motion to Approve the Library Boards Recommendation to Hire Patricia Shafer-Gottschalk at Grade 12 Step 2 \$31.37 made by Councilperson Egger, second by Councilperson Ferris with All Voting Aye.**

**ATTORNEY**

**CORRESPONDENCE**

Correspondence was reviewed.

**ADJOURN 6:22PM**

**Motion to Adjourn made by Councilperson Zelinske, second by Councilperson Ferris 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 - #5

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 421,857.23

DATE APPROVED: 02-12-2020

#1	\$ 77,364.17
#2	8,215.49
#3	645.20
#4	10,032.20
#5	325,600.17
	<hr/>
	\$ 421,857.23

01/24/20  
12:22:55

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/20  
For Pay Date: 01/24/20

Page: 1 of 7  
Report ID: AP100V

#1

For doc #s from 33430 to 33455  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33430		5049 ARTISAN BEER COMPANY	262.60					
	3398688	01/14/20 BEER	75.60			609 975 4975	252	1010
	3400004	01/21/20 BEER	187.00			609 975 4975	252	1010
		Total for Vendor:	262.60					
33431		203 BAKER & TAYLOR INC	350.47					
	2035036887	01/07/20 BOOKS	326.01			211 550 4550	218	1010
	2035047072	01/13/20 BOOKS	24.46			211 550 4550	218	1010
		Total for Vendor:	350.47					
33432		1012 BELLBOY CORPORATION	297.01					
	0100760200	01/16/20 BAGS	57.76			609 975 4975	210	1010
	0100760200	01/16/20 S.T. BAGS	3.82			609 975 4975	210	1010
	0100760200	01/16/20 S.T. BAGS	-3.82			609 2025		1010
	0100760200	01/16/20 D.C. TRANSIT TAX	0.28			609 975 4975	210	1010
	0100760200	01/16/20 D.C. TRANSIT TAX	-0.28			609 2026		1010
	0082435900	01/16/20 LIQUOR	233.25			609 975 4975	251	1010
	0082435900	01/16/20 FREIGHT	6.00			609 975 4975	335	1010
		Total for Vendor:	297.01					
33433		5239 BREAKTHRU BEVERAGE MN WINE &	3,561.38					
	1081086942	01/15/20 LIQUOR	1,853.33			609 975 4975	251	1010
	1081086942	01/15/20 WINE	176.00			609 975 4975	251	1010
	1081086942	01/15/20 MIXES	22.00			609 975 4975	254	1010
	1081086942	01/15/20 FREIGHT	33.45			609 975 4975	335	1010
	1081090081	01/22/20 LIQUOR	1,297.88			609 975 4975	251	1010
	1081090081	01/22/20 WINE	158.00			609 975 4975	251	1010
	1081090081	01/22/20 FREIGHT	20.72			609 975 4975	335	1010
		Total for Vendor:	3,561.38					
33434		3721 CITY OF ROCHESTER	70.00					
	EGGLER-SEMLM MTG		35.00			101 111 4111	333	1010
	IBISCH-SEMLM MTG		35.00			101 140 4140	332	1010
		Total for Vendor:	70.00					

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CITY OF KASSON  
Claim Approval List  
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For doc #s from 33430 to 33455  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/19) ****								
33435		6097 GALL, THOMAS AND JENNIFER	430.00					
		REFUND-DOUBLE FIRE PYMT TAX AS	430.00			101 220 3422		1010
		Total for Vendor:	430.00					
33436		5242 GOPHER STATE ONE CALL	50.00					
	0001064 01/31/20	2020 ANNUAL FACILITY OPER FEE	50.00			604 957 4957	437	1010
		Total for Vendor:	50.00					
33437		5036 HOHENSTEINS INC	178.00					
	186412 01/15/20	BEER	178.00			609 975 4975	252	1010
		Total for Vendor:	178.00					
33438		3853 J HARLEN CO INC	325.97					
	1313801 01/16/20	NELSON-BOOTS	325.97			604 957 4957	214	1010
		Total for Vendor:	325.97					
33439		25 JOHNSON BROTHERS LIQUOR CO	5,436.63					
	1480529 01/14/20	LIQUOR	1,491.79			609 975 4975	251	1010
	1480530 01/14/20	WINE	1,714.65			609 975 4975	251	1010
	1485294 01/21/20	LIQUOR	1,605.04			609 975 4975	251	1010
	1485295 01/21/20	WINE	625.15			609 975 4975	251	1010
		Total for Vendor:	5,436.63					
33440		3890 LETH ELECTRIC INC	300.00					
	5432 01/21/20	SWITCH/THERMOSTAT/LIGHTS	300.00			101 194 4194	400	1010
		Total for Vendor:	300.00					
33441		3546 MANKE'S OUTDOOR EQT & APPLIANCES	92.10					
	144458 01/15/20	FILTERS/OIL	92.10			101 522 4522	220	1010
		Total for Vendor:	92.10					
*** Claim from another period (12/19) ****								
33442		2156 MCGRANN SHEA CARNIVAL STRAUGHN	486.00					
	130654 01/15/20	LEGAL-ELECTRIC SERVICE TERRITO	486.00			604 959 4959	304	1010
		Total for Vendor:	486.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33445		2454 MN PUBLIC FACILITIES AUTHORITY	36,275.37					
	2001A	INTEREST	15,703.05			602 710 4710	611	1010
	2011A	INTEREST	6,085.47			602 710 4710	611	1010
	2018A	INTEREST	14,486.85			602 710 4710	611	1010
		Total for Vendor:	36,275.37					
33443		978 MTI DISTRIBUTING INC	375.00					
	1242366-00	01/16/20 OIL,FILTERS	375.00			101 522 4522	220	1010
		Total for Vendor:	375.00					
33444		4547 NELSON, JARROD	210.45					
		MILEAGE-CMMPA	210.45			604 959 4959	333	1010
		Total for Vendor:	210.45					
33446		60 NORTHERN BEVERAGE DIST. CO. LL	5,184.10					
	599829	01/16/20 BEER	2,993.15			609 975 4975	252	1010
	599829	01/16/20 FREIGHT	2.00			609 975 4975	335	1010
	602397	01/23/20 BEER	2,186.95			609 975 4975	252	1010
	602397	01/23/20 FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	5,184.10					
33447		23 PHILLIPS WINE & SPIRITS	5,231.81					
	2688553	01/14/20 LIQUOR	1,560.23			609 975 4975	251	1010
	2688554	01/14/20 WINE	514.08			609 975 4975	251	1010
	2688555	01/14/20 MIXES	87.00			609 975 4975	254	1010
	2691982	01/21/20 LIQUOR	2,610.10			609 975 4975	251	1010
	2691983	01/21/20 WINE	460.40			609 975 4975	251	1010
		Total for Vendor:	5,231.81					
33448		5000 RUNNELLS, GERALD	147.90					
		DOG-FOOD-HAWK	147.90			101 210 4210	210	1010
		Total for Vendor:	147.90					

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For doc #s from 33430 to 33455  
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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33450		63 SCHOTT DIST CO INC	10,860.16					
	380032	01/16/20 BEER	6,826.77			609 975 4975	252	1010
	380032	01/16/20 WINE	70.02			609 975 4975	251	1010
	380032	01/16/20 NA BEVERAGE	208.00			609 975 4975	254	1010
	380749	01/23/20 BEER	3,666.37			609 975 4975	252	1010
	380749	01/23/20 NA BEVERAGE	89.00			609 975 4975	254	1010
		Total for Vendor:	10,860.16					
33451		6098 SERVING THE AMERICAN RINKS	75.00					
	10164	01/15/20 HOWARTH MEMBERSHIP TO 3/14/21	75.00			606 516 4516	334	1010
		Total for Vendor:	75.00					
33452		3850 SOUTHERN GLAZER'S OF MN	3,026.83					
	1913185	01/15/20 LIQUOR	2,565.06			609 975 4975	251	1010
	1913185	01/15/20 WINE	128.00			609 975 4975	251	1010
	1913185	01/15/20 FREIGHT	46.50			609 975 4975	335	1010
	1915732	01/22/20 LIQUOR	62.95			609 975 4975	251	1010
	1915732	01/22/20 WINE	216.57			609 975 4975	251	1010
	1915732	01/22/20 FREIGHT	7.75			609 975 4975	335	1010
		Total for Vendor:	3,026.83					
33453		319 UNGER, RON	155.92					
		PARKING- NO. GREEN EXPO	30.00			101 517 4517	333	1010
		MEALS- NO. GREEN EXPO	38.52			101 517 4517	333	1010
		MILEAGE- NO. GREEN EXPO	87.40			101 517 4517	333	1010
		Total for Vendor:	155.92					
		*** Claim from another period (12/19) ****						
33454		637 WEBER, LETH & WOESSNER PLC	2,974.00					
		LEGAL-4.00 HRS	580.00			101 111 4111	304	1010
		LEGAL- 3.4 HRS	465.00			423 311 4311	430	1010
		LEGAL- 5.7 HRS	812.50			101 160 4160	304	1010
		LEGAL- 7.5 HRS	1,087.50			101 191 4191	304	1010
		LEGAL-.2 HRS	29.00			604 959 4959	304	1010
		Total for Vendor:	2,974.00					

01/24/20  
12:22:55

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/20  
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For doc #s from 33430 to 33455  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33455		388 WESCO RECEIVABLES CORP	1,007.47					
	980059	01/13/20 COMP CONN,INSUL TFM, LUB	1,007.47			604 957 4957	220	1010
		Total for Vendor:	1,007.47					
		# of Claims	25	Total:				77,364.17





01/31/20  
09:46:40

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/20  
For Pay Date: 01/31/20

#2

For Pay Date = 01/31/20  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/19) ****								
33457		4708 BOUND TREE MEDICAL LLC	219.23					
	83462841	01/03/20 MEDICAL SUPPLIES	219.23			101 220 4220	210	1010
		Total for Vendor:	219.23					
*** Claim from another period (12/19) ****								
33464		5156 DODGE COUNTY INDEPENDENT/DODGE	90.00					
	8181	09/12/19 NOTICE-PROP'D LIQ ORD AMENDMEN	90.00			101 111 4111	351	1010
		Total for Vendor:	90.00					
33458		3466 GALLS, LLC	24.48					
	014655714	01/02/20 REDING-UNIFORM SHIRT	24.48*			875 210 4210	214	1010
		Total for Vendor:	24.48					
33459		2396 H & L MESABI COMPANY	1,204.65					
	05527	01/09/20 PLOW BLADES	1,204.65			101 312 4312	220	1010
		Total for Vendor:	1,204.65					
*** Claim from another period (12/19) ****								
33460		3825 JOHN DEERE FINANCIAL f.s.b.	208.13					
	B&WIK87834	12/16/19 POLY ROLLER/BLK ELEVAT/IDL	45.63			101 312 4312	220	1010
	B&WIK87891	12/19/19 FITTING	12.00			604 957 4957	220	1010
	B&WIK87891	12/19/19 SALES TAX	0.82			604 957 4957	220	1010
	B&WIK87891	12/19/19 SALES TAX	-0.82			604	2025	1010
	B&WIK87891	12/19/19 D C TRANSIT TAX	0.06			604 957 4957	220	1010
	B&WIK87891	12/19/19 D C TRANSIT TAX	-0.06			604	2026	1010
	B&WIK87887	12/19/19 FITTING/HOSE END/HOSES	90.18			604 957 4957	220	1010
	B&WIK87887	12/19/19 SALES TAX	6.19			604 957 4957	220	1010
	B&WIK87887	12/19/19 SALES TAX	-6.19			604	2025	1010
	B&WIK87887	12/19/19 D C TRANSIT TAX	0.45			604 957 4957	220	1010
	B&WIK87887	12/19/19 D C TRANSIT TAX	-0.45			604	2026	1010
	B&WIK87943	12/24/19 REMOTE COUPL/COUPLER/NIPPL	60.32			101 312 4312	220	1010
		Total for Vendor:	208.13					
33461		142 MN MUNICIPAL UTILITIES ASSN	6,194.00					
	54785	01/06/20 '20 ELECTRIC MEMBER DUES	6,194.00			604 959 4959	334	1010
		Total for Vendor:	6,194.00					

01/31/20  
09:46:41

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/20  
For Pay Date: 01/31/20

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For Pay Date = 01/31/20  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33462		2843 SCSU	275.00					
	01/24/20	RAPPE-MCFOA CONF REGISTR	275.00			101 140 4140	333	1010
		Total for Vendor:	275.00					
		# of Claims	7	Total:				8,215.49

01/31/20  
09:46:42

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 1/20

Page: 3 of 4  
Report ID: AP110

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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$1,894.83
604 Electric Fund	
1010 CASH-OPERATING	\$6,296.18
875 Community Policing Fund	
1010 CASH-OPERATING	\$24.48
Total:	\$8,215.49

01/31/20  
09:46:42

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 1/20

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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 see signature page Council Member

\_\_\_\_\_ Council Member

#3

02/07/20  
12:28:00

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/20  
For Pay Date: 02/06/20

Page: 1 of 3  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33560	E	5691 FURTHER-FSA	645.20					
		39315480 02/04/20 FLEX REIMBURSEMENT	645.20			101 2177		1010
		Total for Vendor:	645.20					
		# of Claims	1	Total:				645.20
		Total Electronic Claims						645.20
		Total Non-Electronic Claims						

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 2/20

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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$645.20
Total:	\$645.20

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Claim Approval Signature Page  
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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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10:02:05

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/20  
For Pay Date: 02/06/20

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For Pay Date = 02/06/20

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33508		4151 BLUE TARP CREDIT SERVICES	372.98					
	71137523	01/14/20 GROUND ICE/SNOW THAWER	372.98			604 957 4957	240	1010
	71137523	01/14/20 SALES TAX	25.64			604 957 4957	240	1010
	71137523	01/14/20 SALES TAX	-25.64			604 2025		1010
	71137523	01/14/20 D C TRANSIT TAX	1.86			604 957 4957	240	1010
	71137523	01/14/20 D C TRANSIT TAX	-1.86			604 2026		1010
		Total for Vendor:	372.98					
33509		2212 DAVE SYVERSON FREIGHTLINER	3,829.83					
	132346	01/14/20 TRANSMIS WRK ON '01 FREIGHTLIN	3,829.83			604 957 4957	400	1010
	132346	01/14/20 SALES TAX	216.03			604 957 4957	400	1010
	132346	01/14/20 SALES TAX	-216.03			604 2025		1010
	132346	01/14/20 D C TRANSIT TAX	15.71			604 957 4957	400	1010
	132346	01/14/20 D C TRANSIT TAX	-15.71			604 2026		1010
		Total for Vendor:	3,829.83					
33510		2163 FLEXIBLE PIPE TOOL COMPANY	120.00					
	24520	01/17/20 HOSE REPAIR	120.00			602 947 4947	400	1010
		Total for Vendor:	120.00					
33511		397 M-R SIGN CO INC	46.89					
	207069	01/13/20 STREET SIGNS	46.89			101 310 4310	220	1010
		Total for Vendor:	46.89					
33512		978 MTI DISTRIBUTING INC	30.76					
	1243509-00	01/15/20 OIL FILT/ELEMENT FILT	30.76			101 522 4522	220	1010
		Total for Vendor:	30.76					
33513		5708 STAPLES BUSINESS CREDIT	201.38					
	7303446848	01/03/20 11x17 PAPER/COLOR PAPER/PE	98.68			101 140 4140	210	1010
	7303446848	01/10/20 cr-PENS	-22.51			101 140 4140	210	1010
	7303812384	01/15/20 DATA BINDERS	46.95			101 140 4140	210	1010
	7303812384	01/15/20 CHAIRMAT-IBISCH	40.98			101 140 4140	210	1010
	7303812384	01/15/20 NOTE PADS	19.99			101 140 4140	210	1010
	7303812384	01/15/20 YELLOW CARD STOCK	3.46			601 944 4944	210	1010
	7303812384	01/15/20 YELLOW CARD STOCK	3.46			602 949 4949	210	1010

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	7303812384	01/15/20 YELLOW CARD STOCK	6.91			604 959 4959	210	1010
	7303812384	01/15/20 YELLOW CARD STOCK	3.46			605 964 4964	210	1010
	7303812384	01/15/20 SALES TAX	0.47			604 959 4959	210	1010
	7303812384	01/15/20 SALES TAX	-0.47			604	2025	1010
	7303812384	01/15/20 D C TRANSIT TAX	0.03			604 959 4959	210	1010
	7303812384	01/15/20 D C TRANSIT TAX	-0.03			604	2026	1010
		Total for Vendor:	201.38					
33521		4108 ULTIMATE SAFETY CONCEPTS INC	825.00					
	186380	01/09/20 MASK w) BRKT HT, KEVLAR	825.00			101 220 4220	240	1010
		Total for Vendor:	825.00					
33514		630 UNIVERSAL TRUCK EQUIPMENT INC	142.75					
	51630	01/16/20 MAIN WING BOLT	142.75			101 312 4312	220	1010
		Total for Vendor:	142.75					
33515		3382 VERIZON WIRELESS	1,588.40					
	9846689823	01/20/20 CELL PHONES-P D	747.76			101 210 4210	321	1010
	9846689823	01/20/20 CELL PHONES-STREETS	87.92			101 310 4310	321	1010
	9846689823	01/20/20 CELL PHONES-PARKS	100.85			101 510 4510	321	1010
	9846689823	01/20/20 CELL PHONES-WATER	56.54			601 944 4944	321	1010
	9846689823	01/20/20 CELL PHONES-WW	144.99			602 949 4949	321	1010
	9846689823	01/20/20 CELL PHONE-P.W. DIRECTOR	53.22			604 959 4959	321	1010
	9846689823	01/20/20 CELL PHONES-ELECTRIC	302.59			604 959 4959	321	1010
	9846689823	01/20/20 CELL PHONES-ARENA	94.53			606 516 4516	321	1010
		Total for Vendor:	1,588.40					
33516		388 WESCO RECEIVABLES CORP	46.33					
	988171	01/17/20 COVER FOR DIE TAPS	46.33			604 957 4957	220	1010
		Total for Vendor:	46.33					
33517		5818 WEX Bank	2,588.94					
	63469329	01/23/20 137.773 GAL UNLD-ELECTRIC	309.76			604 957 4957	212	1010
	63469329	01/23/20 43.193 GAL UNLD-PARKS	100.04			101 522 4522	212	1010
	63469329	01/23/20 703.368 GAL UNLD-POLICE	1,592.38			101 210 4210	212	1010
	63469329	01/23/20 48.406 GAL UNLD-STREETS	110.63			101 310 4310	212	1010
	63469329	01/23/20 43.159 GAL UNLD-WATER	98.90			601 943 4943	212	1010

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	63469329	01/23/20 104.735 GAL UNLD-WW	238.35			602 948 4948	212	1010
	63469329	01/23/20 PAPER FEE	10.00			101 140 4140	430	1010
	63469329	01/23/20 FIN CHARGE	128.88			101 140 4140	430	1010
		Total for Vendor:	2,588.94					
		*** Claim from another period (12/19) ****						
33518		2427 XCEL ENERGY	122.89					
	669651184	01/20/20 UTIL SERV-NW LIFT STAT	122.89			602 948 4948	380	1010
33519		2427 XCEL ENERGY	116.05					
	669651184	01/20/20 UTIL SERV-NW LIFT ST 1/1-1/	116.05			602 948 4948	380	1010
		Total for Vendor:	238.94					
		# of Claims	13	Total:				10,032.20

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 2/20

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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$4,107.95
601 Water Fund	
1010 CASH-OPERATING	\$158.90
602 Sewer Fund	
1010 CASH-OPERATING	\$745.74
604 Electric Fund	
1010 CASH-OPERATING	\$4,921.62
605 Storm Water	
1010 CASH-OPERATING	\$3.46
606 ICE ARENA	
1010 CASH-OPERATING	\$94.53
<b>Total:</b>	<b>\$10,032.20</b>

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CITY OF KASSON  
Claim Approval Signature Page  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON. MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED *[Handwritten Signature]* Council Member  
\_\_\_\_\_ Council Member

02/07/20  
15:42:30

CITY OF KASSON  
Claim Approval List  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33466		5819 ALLEGRA OF ROCHESTER	50.07					
	4465	01/20/20 IBISCH BUSINESS CARDS	50.07			101 140 4140	210	1010
		Total for Vendor:	50.07					
33467		401 AMERICAN TEST CENTER INC	2,685.00					
	2200097	01/24/20 ANN'L INSPECT-3 BUCKET TRUCKS	1,200.00			604 957 4957	444	1010
	2200097	01/24/20 ANN'L INSPECT-DIGGER/DERRICK	400.00			604 957 4957	444	1010
	2200095	01/24/20 ANN'L INSPECT-LADDER TRK #1	575.00			101 220 4220	444	1010
	2200095	01/24/20 ANN'L INSPECT-12 GRND LADDERS	510.00			101 220 4220	444	1010
		Total for Vendor:	2,685.00					
		*** Claim from another period (12/19) ****						
33532		2373 ARROW BUILDING CENTER	3,196.97					
	4817137	01/02/20 STEEL-MEADOWLAND PARK SHELTER	1,376.58			101 680 4522	530	1010
	4817142	01/02/20 TRUSSES-MEADOWLAND PARK SHELTER	502.29			101 680 4522	530	1010
	4817148	01/02/20 FRAMING-MEADOWLAND PARK SHELTER	1,318.10			101 680 4522	530	1010
		Total for Vendor:	3,196.97					
33540		5049 ARTISAN BEER COMPANY	53.50					
	3401405	01/28/20 BEER	53.50			609 975 4975	252	1010
		Total for Vendor:	53.50					
		*** Claim from another period (12/19) ****						
33523		5644 ASPEN MILLS	2,324.44					
	241526	08/08/19 139 KASSON FIRE TEE SHIRTS	1,860.15			101 220 4220	214	1010
	246136	10/25/19 8 KASSON FIRE POLOS	424.58			101 220 4220	214	1010
	246783	11/06/19 1 KASSON FIRE POLO	39.71			101 220 4220	214	1010
		Total for Vendor:	2,324.44					
33468		203 BAKER & TAYLOR INC	143.75					
	2035062231	01/20/20 DVD	22.00			211 550 4550	219	1010
	2035062231	01/20/20 BOOKS	60.35			211 550 4550	218	1010
	2035063744	01/21/20 BOOKS	61.40			211 550 4550	218	1010
		Total for Vendor:	143.75					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33469		5483 BEBEE PLUMBING & HEATING LLC	10,500.00					
	19009	02/03/20 REPL 85 GAL WATER HEATER	10,500.00			606 516 4516	400	1010
		Total for Vendor:	10,500.00					
33541		1012 BELLBOY CORPORATION	1,695.31					
	82530800	01/23/20 LIQUOR	854.00			609 975 4975	251	1010
	82530800	01/23/20 WINE	84.00			609 975 4975	251	1010
	82530800	01/23/20 FREIGHT	16.00			609 975 4975	335	1010
	0100795600	01/23/20 DUM DUMS	16.03			609 976 4976	343	1010
	0100795600	01/23/20 D C TRANSIT TAX	0.08			609 976 4976	343	1010
	0100795600	01/23/20 D C TRANSIT TAX	-0.08			609	2026	1010
	0100795600	01/23/20 BAGS	37.51			609 975 4975	210	1010
	0100795600	01/23/20 SALES TAX	2.58			609 975 4975	210	1010
	0100795600	01/23/20 SALES TAX	-2.58			609	2025	1010
	0100795600	01/23/20 D C TRANSIT TAX	0.19			609 975 4975	210	1010
	0100795600	01/23/20 D C TRANSIT TAX	-0.19			609	2026	1010
	0100795600	01/23/20 CUPS FOR RESALE	60.00			609 975 4975	254	1010
	82633900	01/30/20 LIQUOR	441.49			609 975 4975	251	1010
	82633900	01/30/20 WINE	84.00			609 975 4975	251	1010
	82633900	01/30/20 FREIGHT	6.00			609 975 4975	335	1010
	0100829200	01/30/20 CORKSCREWS	38.34			609 975 4975	254	1010
	0100829200	01/30/20 BAGS	57.94			609 975 4975	210	1010
	0100829200	01/30/20 SALES TAX	3.98			609 975 4975	210	1010
	0100829200	01/30/20 SALES TAX	-3.98			609	2025	1010
	0100829200	01/30/20 D C TRANSIT TAX	0.29			609 975 4975	210	1010
	0100829200	01/30/20 D C TRANSIT TAX	-0.29			609	2026	1010
		Total for Vendor:	1,695.31					
33524		308 BERKLEY RISK ADMINISTRATORS	148,196.00					
	01/01/20	2020 WC INS.-WC1001163 Q4	94.00*			101 111 4111	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	986.00*			101 140 4140	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	64.00*			101 140 4140	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	122.00*			101 111 4111	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	75.00			290 650 4650	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	214.00			101 194 4194	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	43,000.00			101 210 4210	150	1010

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/01/20	2020 WC INS.-WC1001163 Q4	382.00			101 210 4210	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	249.00			101 210 4210	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	14,270.00			101 220 4220	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	52.00			101 220 4220	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	71.00			101 220 4220	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	12,006.00*			101 310 4310	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	1,242.00*			101 312 4312	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	14,312.00*			101 522 4522	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	10,998.00*			101 514 4514	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	5,045.00*			606 516 4516	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	711.00*			211 550 4550	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	1,810.00*			211 550 4550	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	3,778.00*			601 943 4943	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	572.00*			601 943 4943	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	2,552.00*			602 948 4948	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	9,658.00*			602 947 4947	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	464.00*			602 948 4948	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	12,093.00*			604 957 4957	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	1,115.00*			604 957 4957	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	210.00*			604 957 4957	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	3,746.00			605 964 4964	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	146.00			605 964 4964	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	6,817.00*			609 976 4976	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	324.00*			875 210 4210	150	1010
	01/01/20	2020 WC INS.-WC1001163 Q4	1,018.00*			610 984 4984	150	1010
		Total for Vendor:	148,196.00					
33471		5883 BLEESS, NATHAN	89.97					
	01/26/20	BLEESS-UNIFORM PANTS	89.97			602 948 4948	214	1010
		Total for Vendor:	89.97					
33542		5239 BREAKTHRU BEVERAGE MN WINE &	1,965.77					
	1081093109	01/29/20 LIQUOR	1,497.07			609 975 4975	251	1010
	1081093109	01/29/20 WINE	412.00			609 975 4975	251	1010
	1081093109	01/29/20 MIXES	20.00			609 975 4975	254	1010
	1081093109	01/29/20 FREIGHT	36.70			609 975 4975	335	1010
		Total for Vendor:	1,965.77					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/19) ****								
33504		6100 BURKART, CODY	12.14					
	1766-13	01/27/20 RL MTR DEP REFUND AFT APPL TO	12.14			604 2212		1010
		Total for Vendor:	12.14					
33563		5098 CARDMEMBER SERVICE	1,493.27					
	01/02/20	UNGER-'20 MPSTMA DUES	65.00			101 510 4510	334	1010
	01/03/20	RAPPE-MN SOS-NOTARY RENEWAL	120.00			101 140 4140	430	1010
	01/03/20	RAPPE-NOTARY STAMP	39.20			101 140 4140	430	1010
	01/16/20	UNGER ROOM-MN GREEN EXPO	248.56*			101 510 4510	333	1010
	01/06/20	POP FOR RESALE-ERDMANS	170.12			609 975 4975	254	1010
	01/06/20	GLASS CLNR-ERDMANS	2.85			609 978 4978	210	1010
	01/06/20	SALES TAX	0.19			609 978 4978	210	1010
	01/06/20	SALES TAX	-0.19			609	2025	1010
	01/06/20	D C TRANSIT TAX	0.01			609 978 4978	210	1010
	01/06/20	D C TRANSIT TAX	-0.01			609	2026	1010
	01/16/20	POP FOR RESALE-ERDMANS	101.01			609 975 4975	254	1010
	01/16/20	HAND SOAP/SANITIZER-ERDMANS	5.84			609 978 4978	210	1010
	01/16/20	SALES TAX	0.40			609 978 4978	210	1010
	01/16/20	SALES TAX	-0.40			609	2025	1010
	01/16/20	D C TRANSIT TAX	0.02			609 978 4978	210	1010
	01/16/20	D C TRANSIT TAX	-0.02			609	2026	1010
	01/21/20	POP FOR RESALE-ERDMANS	135.07			609 975 4975	254	1010
	01/25/20	ZELINSKE ROOM-LMC ADV LEADER C	117.20			101 111 4111	333	1010
	01/25/20	BURTON ROOM-LMC ADV LEADER CON	117.20			101 111 4111	333	1010
	01/29/20	CHAMBER MEMBERSHIP-L S	135.00			609 976 4976	334	1010
	01/31/20	POP/CUPS FOR RESALE-ERDMANS	137.54			609 975 4975	254	1010
	01/07/20	STRADTMANN ROOM-MSCIC CONF	98.68			101 210 4210	333	1010
		Total for Vendor:	1,493.27					
33562		82 CHS INC	64.50					
	02/01/20	22.901 GAL UNLD-PARKS	53.04			101 522 4522	212	1010
	02/01/20	5.078 GAL UNLD-STREETS	11.46			101 310 4310	212	1010
		Total for Vendor:	64.50					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33543		5667 CINTAS	113.11					
	4041430534	01/30/20 MATS-L.S.	113.11			609 979 4979	410	1010
		Total for Vendor:	113.11					
33472		4238 CINTAS CORP	25.02					
	8404481960	01/24/20 RESTOCK 1ST AID KITS	5.02			101 920 4920	433	1010
	8404481960	01/24/20 RESTOCK 1ST AID KITS	5.00			601 943 4943	433	1010
	8404481960	01/24/20 RESTOCK 1ST AID KITS	5.00			602 948 4948	433	1010
	8404481960	01/24/20 RESTOCK 1ST AID KITS	5.00			604 957 4957	433	1010
	8404481960	01/24/20 RESTOCK 1ST AID KITS	5.00			605 963 4963	433	1010
		Total for Vendor:	25.02					
33473		30 CMS OF ROCHESTER	2,781.20					
	20-115	01/31/20 KA BLDG-MILEAGE	184.11			101 240 4240	331	1010
	20-115	01/31/20 KA BLDG-INSPECTION FEES	2,597.09			101 240 4240	444	1010
		Total for Vendor:	2,781.20					
33534		232 DODGE COUNTY HIGHWAY DEPT	4,814.40					
	195	01/31/20 SALT & SAND	4,814.40			101 312 4312	220	1010
		Total for Vendor:	4,814.40					
33474		2070 EARL'S SMALL ENGINE REPAIR INC	90.10					
	#HELD	01/29/20 18" SAW CHAINS	51.70			604 957 4957	240	1010
	#HELD	01/29/20 SALES TAX	3.55			604 957 4957	240	1010
	#HELD	01/29/20 SALES TAX	-3.55			604 2025		1010
	#HELD	01/29/20 D C TRANSIT TAX	0.25			604 957 4957	240	1010
	#HELD	01/29/20 D C TRANSIT TAX	-0.25			604 2026		1010
	#HELD	01/31/20 BAR & CHAIN OIL	38.40			101 524 4524	210	1010
		Total for Vendor:	90.10					
33544		17 EDGAR TRUCKING	730.83					
	25440	01/29/20 FREIGHT	226.38			609 975 4975	335	1010
	25425	01/22/20 FREIGHT	128.34			609 975 4975	335	1010
	25414	01/16/20 FREIGHT	121.21			609 975 4975	335	1010
	25396	01/08/20 FREIGHT	254.90			609 975 4975	335	1010
		Total for Vendor:	730.83					

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33525		56 GILLETTE PEPSI ROCHESTER	143.10					
	9301138	01/21/20 POP FOR RESALE-ARENA	143.10			606 516 4516	261	1010
		Total for Vendor:	143.10					
33530		5242 GOPHER STATE ONE CALL	28.35					
	0011061	01/31/20 21 LOCATES-JAN. '20	28.35			604 957 4957	437	1010
		Total for Vendor:	28.35					
33552		77 HAWKINS INC	2,321.40					
	4654515	01/28/20 LPC-5	2,321.40			601 943 4943	210	1010
		Total for Vendor:	2,321.40					
33475		6014 HELGESON, CRAIG	109.77					
	01/19/20	ROOM-MSIC CONF.	109.77			101 210 4210	333	1010
		Total for Vendor:	109.77					
33545		5036 HOHENSTEINS INC	223.50					
	188760	01/29/20 BEER	223.50			609 975 4975	252	1010
		Total for Vendor:	223.50					
33476		5064 HOMETOWN HAULERS LLC	1,072.45					
	64118	02/01/20 JAN.-GARBAGE-C H	28.59			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-LIBRARY	46.59			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-WWTP	139.06			602 947 4947	430	1010
	64118	02/01/20 JAN.-GARBAGE-SHOP	179.91			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-F D	69.45			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-L S	50.47			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-PARKS	430.97			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-P D	30.06			101 323 4323	430	1010
	64118	02/01/20 JAN.-GARBAGE-ARENA	97.35			606 516 4516	430	1010
		Total for Vendor:	1,072.45					
33477		6099 IBISCH, TIMOTHY	152.37					
	01/15/20	MILES-CMPAS MTG	107.87*			604 959 4959	332	1010
	01/30/20	MILES-SEMLM MTG	18.74			101 140 4140	332	1010
	02/01/20	MILES-F D AWARDS BANQUET	25.76			101 140 4140	332	1010
		Total for Vendor:	152.37					

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33546		25 JOHNSON BROTHERS LIQUOR CO	6,198.90					
	1490605	01/28/20 LIQUOR	3,047.07			609 975 4975	251	1010
	1490606	01/28/20 WINE	3,151.83			609 975 4975	251	1010
		Total for Vendor:	6,198.90					
33478		315 KASSON FIRE RELIEF ASSN.	5,741.00					
	01/27/20	2020 PREPAID CONTRIBUTION	5,741.00			101 220 4220	430	1010
		Total for Vendor:	5,741.00					
33479		37 KMTELECOM	3,000.45					
	02/01/20	PHONES-P D	727.99			101 210 4210	321	1010
	02/01/20	PHONES-F D	185.35			101 220 4220	321	1010
	02/01/20	PHONES-C H	592.54			101 140 4140	321	1010
	02/01/20	YELLOW PAGES AD-CITY	15.40			101 140 4140	343	1010
	02/01/20	PHONES-PLANNING/ZONING	21.93			101 191 4191	321	1010
	02/01/20	PHONES-EDA	21.93			290 650 4650	321	1010
	02/01/20	PHONES-K.A.C.	68.45			101 514 4514	321	1010
	02/01/20	PHONES-LIBRARY	139.35			211 550 4550	321	1010
	02/01/20	PHONES-WATER	108.18			601 944 4944	321	1010
	02/01/20	PHONES-WWTP	71.91			602 949 4949	321	1010
	02/01/20	PHONES-WWTP OPERATIONS	128.18			602 947 4947	321	1010
	02/01/20	PHONES-PARK & REC	199.48			101 510 4510	321	1010
	02/01/20	PHONES-STREETS	38.21			101 310 4310	321	1010
	02/01/20	PHONES-SHOP	308.46			604 959 4959	321	1010
	02/01/20	PHONES-L S	160.23			609 976 4976	321	1010
	02/01/20	PHONES-ARENA	198.81			606 516 4516	321	1010
	02/01/20	ADVERTISING-ARENA	14.05			606 516 4516	343	1010
		Total for Vendor:	3,000.45					
33535		362 KWIK TRIP STORES	177.31					
	02/02/20	62.217 GAL B5ULS-F D	177.31			101 220 4220	212	1010
		Total for Vendor:	177.31					

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33480		157 LEAGUE OF MINNESOTA CITIES	1,080.00					
	313963	01/10/20 12 PATROL TRAINING SUBSCRIPTIO	1,080.00			101 210 4210	333	1010
		Total for Vendor:	1,080.00					
		*** Claim from another period (12/19) ****						
33505		6101 LESSARD, JOHN	84.05					
	0438-09	01/27/20 RL/WA MTR DEP REFUND AFT APPL	84.05			604 2212		1010
		Total for Vendor:	84.05					
33481		47 MC NEILUS STEEL INC	128.63					
	1455660	01/21/20 STEEL FOR GRADER	128.63			101 312 4312	220	1010
		Total for Vendor:	128.63					
		*** Claim from another period (12/19) ****						
33506		6102 MCCOLLOUGH, MONICA	126.14					
	1352-14	01/27/20 RL MTR DEP REFUND AFT APPL TO	126.14			604 2212		1010
		Total for Vendor:	126.14					
33482		2617 MENARDS-ROCHESTER NORTH	299.17					
	57662	01/27/20 DRIVEWAY MARKERS	71.65			101 312 4312	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.51			101 310 4310	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.51			101 312 4312	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.50			101 517 4517	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.50			601 943 4943	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.50			602 948 4948	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.50			604 957 4957	220	1010
	57662	01/27/20 HOSE/NOZZLE	32.50			605 963 4963	220	1010
	57662	01/27/20 SALES TAX	2.23			604 957 4957	220	1010
	57662	01/27/20 SALES TAX	-2.23			604 2025		1010
	57662	01/27/20 D C TRANSIT TAX	0.16			604 957 4957	220	1010
	57662	01/27/20 D C TRANSIT TAX	-0.16			604 2026		1010
		Total for Vendor:	299.17					
33483		4604 MIDWEST LEAK DETECTION	570.00					
	2100	01/22/20 LOCATE LEAK @ 5TH ST NW	570.00			601 943 4943	400	1010
		Total for Vendor:	570.00					

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33553		6105 MILBANKE WINWATER COMPANY	3,730.30					
	16329800	01/27/20 METERS w) ERTS	1,865.15			601 943 4943	260	1010
	16329800	01/27/20 METERS w) ERTS	1,865.15			602 948 4948	260	1010
		Total for Vendor:	3,730.30					
33484		3462 MN DEPT OF HEALTH	450.00					
	FBL2670429	01/15/20 '20 PERMIT-VETS PARK CONC	450.00			101 517 4517	430	1010
33485		3462 MN DEPT OF HEALTH	1,005.00					
	FBL2351129	01/15/20 '20 KAC PERMIT	555.00*			101 514 4514	430	1010
	FBL2351129	01/15/20 '20 KAC CONC STND PERMIT	450.00*			101 514 4514	430	1010
		Total for Vendor:	1,455.00					
33486		376 MN DEPT OF HEALTH	32.00					
	01/27/20	BLEESS-CLASS C OPER EXAM	32.00			601 944 4944	430	1010
		Total for Vendor:	32.00					
33487		55 MN ENERGY RESOURCES CORP	12,602.59					
		talked to MER regarding PWB (and WWTP). They had human error on readings in Nov & Dec. This month's bill gets us back to normal.						
	01/30/20	NAT GAS-L S	168.99			609 979 4979	380	1010
	01/30/20	NAT GAS-RENTAL-OLD LIBRARY	169.73			101 1151		1010
	01/30/20	SALES TAX	11.67			101 1151		1010
	01/30/20	SALES TAX	-11.67			101 2025		1010
	01/30/20	D C TRANSIT TAX	0.85			101 1151		1010
	01/30/20	D C TRANSIT TAX	-0.85			101 2026		1010
	01/29/20	NAT GAS-C H	314.90			101 194 4194	380	1010
	01/29/20	NAT GAS-P D	267.30			101 210 4210	380	1010
	01/29/20	NAT GAS-F D	339.81			101 220 4220	380	1010
	01/29/20	NAT GAS-F D	472.04			101 220 4220	380	1010
	01/30/20	NAT GAS-PARK MAINT SHED	314.45			101 522 4522	380	1010
	01/30/20	NAT GAS-LIBRARY	616.61			211 550 4550	380	1010
	01/31/20	NAT GAS-P.W.B.	2,632.37			101 310 4310	380	1010
	01/31/20	NAT GAS-P.W.B.	2,632.36			604 957 4957	380	1010
	01/31/20	SALES TAX	180.97			604 957 4957	380	1010
	01/31/20	SALES TAX	-180.97			604 2025		1010

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	01/31/20	D C TRANSIT TAX	13.16			604 957 4957	380	1010
	01/31/20	D C TRANSIT TAX	-13.16			604 2026		1010
	01/31/20	NAT GAS-D C ICE ARENA	1,581.97			606 516 4516	380	1010
	01/31/20	NAT GAS-WWTP	3,092.06			602 947 4947	380	1010
		Total for Vendor:	12,602.59					
33488		144 MN POLLUTION CONTROL AGENCY	390.00					
	01/27/20	BLEESS-ANN'L WW OPER CONF	390.00			602 947 4947	333	1010
33489		144 MN POLLUTION CONTROL AGENCY	55.00					
	01/27/20	BLEESS-APPL FOR CLASS B EXAM	55.00			602 947 4947	430	1010
		Total for Vendor:	445.00					
33490		264 MN RURAL WATER ASSN	500.00					
	01/16/20	VOSEN-MRWA TECH CONF	250.00			601 944 4944	333	1010
	01/16/20	TRAPP-MRWA TECH CONF	250.00			601 944 4944	333	1010
		Total for Vendor:	500.00					
33491		2344 MN VALLEY TESTING LABORATORIES	866.50					
	1014645 01/17/20	SUSP SOLIDS/MERC TESTING	433.25			602 947 4947	440	1010
	1016008 01/29/20	SUSP SOLIDS/MERC TESTING	433.25			602 947 4947	440	1010
		Total for Vendor:	866.50					
33492		226 MN WASTEWATER OPERATORS ASSN	75.00					
	01/15/20	TRAPP DUES-'20 & '21	25.00*			602 949 4949	334	1010
	01/15/20	VOSEN DUES-'20 & '21	25.00*			602 949 4949	334	1010
	01/15/20	BLEESS DUES-'20 & '21	25.00*			602 949 4949	334	1010
		Total for Vendor:	75.00					
33547		60 NORTHERN BEVERAGE DIST. CO. LL	6,514.35					
	605165 01/30/20	BEER	6,512.35			609 975 4975	252	1010
	605165 01/30/20	FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	6,514.35					

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33493		502 ON-SITE COMPUTERS INC	1,564.84					
	CW66483	01/24/20 MISC REPAIRS-NAIG/RAPPE/JOHNS	80.40			101 192 4192	400	1010
	CW66483	01/24/20 THINK BOOK/DOCKING-IBISCH	1,484.44*			101 192 4192	240	1010
		Total for Vendor:	1,564.84					
33548		23 PHILLIPS WINE & SPIRITS	4,490.50					
	2695456	01/28/20 LIQUOR	3,497.50			609 975 4975	251	1010
	2695457	01/28/20 WINE	821.00			609 975 4975	251	1010
	2695458	01/28/20 MIXES	172.00			609 975 4975	254	1010
		Total for Vendor:	4,490.50					
33494		2538 PONTEM SOFTWARE BY RIA	1,150.00					
	8240	02/01/20 CEMETERY SOFTWARE	1,150.00			610 984 4984	370	1010
		Total for Vendor:	1,150.00					
33526		6103 PRAETORIAN DIGITAL	2,500.00					
	010135-518	01/31/20 FIRE GRANT APPL HELP	2,500.00			101 220 4220	430	1010
		Total for Vendor:	2,500.00					
33495		4037 PREFERRED HEATING & COOLING LLC	567.90					
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			101 310 4310	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.12			101 312 4312	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			101 517 4517	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			601 943 4943	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			602 948 4948	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			604 957 4957	400	1010
	2743-1	01/29/20 HEATER REPAIRS-P W B	81.13			605 963 4963	400	1010
	2743-1	01/29/20 SALES TAX	5.58			604 957 4957	400	1010
	2743-1	01/29/20 SALES TAX	-5.58			604	2025	1010
	2743-1	01/29/20 D C TRANSIT TAX	0.41			604 957 4957	400	1010
	2743-1	01/29/20 D C TRANSIT TAX	-0.41			604	2026	1010
		Total for Vendor:	567.90					

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33557		4107 PULVER MOTOR SERVICE	360.00					
	144882	01/08/20 TOW '01 FREIGHTLINER	360.00			604 957 4957	400	1010
		Total for Vendor:	360.00					
33496		5229 ROCKY MOUNTAIN PRINT SOLUTIONS	145.21					
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			101 140 4140	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			101 210 4210	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			101 220 4220	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			101 310 4310	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			101 510 4510	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			211 550 4550	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			290 650 4650	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			601 944 4944	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			602 949 4949	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			604 959 4959	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			605 963 4963	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			606 516 4516	210	1010
	191024-105	01/20/20 YR-END PAYROLL FORMS	11.17			609 976 4976	210	1010
	191024-105	01/20/20 SALES TAX	0.77			604 959 4959	210	1010
	191024-105	01/20/20 SALES TAX	-0.77			604	2025	1010
	191024-105	01/20/20 D C TRANSIT TAX	0.06			604 959 4959	210	1010
	191024-105	01/20/20 D C TRANSIT TAX	-0.06			604	2026	1010
	191024-105	01/20/20 SALES TAX	0.77			609 976 4976	210	1010
	191024-105	01/20/20 SALES TAX	-0.77			609	2025	1010
	191024-105	01/20/20 D C TRANSIT TAX	0.06			609 976 4976	210	1010
	191024-105	01/20/20 D C TRANSIT TAX	-0.06			609	2026	1010
		Total for Vendor:	145.21					
33549		63 SCHOTT DIST CO INC	8,001.92					
	381532	01/30/20 BEER	7,931.90			609 975 4975	252	1010
	381532	01/30/20 WINE	70.02			609 975 4975	251	1010
		Total for Vendor:	8,001.92					

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33536		5027 SMITH SCHAFFER & ASSOCIATES, LTD.	3,750.00					
	78365	01/31/20 2019 ANNUAL AUDIT	3,750.00			101 153 4153	301	1010
		Total for Vendor:	3,750.00					
33550		3850 SOUTHERN GLAZER'S OF MN	1,823.23					
	1918283	01/29/20 LIQUOR	1,405.78			609 975 4975	251	1010
	1918283	01/29/20 WINE	392.00			609 975 4975	251	1010
	1918283	01/29/20 FREIGHT	25.45			609 975 4975	335	1010
		Total for Vendor:	1,823.23					
33537		2847 SOUTHERN MN INITIATIVE	1,200.00					
	02/01/20	2020 CONTRIBUTION	1,200.00			290 650 4650	430	1010
		Total for Vendor:	1,200.00					
33498		6076 STRADTMANN, MATT	105.34					
	01/20/20	MEALS-MSCIC CONF	24.84			101 210 4210	333	1010
	01/20/20	MILES-MSCIC CONF	80.50			101 210 4210	333	1010
		Total for Vendor:	105.34					
33527		5878 TARGET SOLUTIONS LEARNING LLC	3,328.44					
	34222	01/28/20 PREMIER MEMBER PLATFORM	3,328.44			101 220 4220	330	1010
		Total for Vendor:	3,328.44					
33499		498 TEIGEN PAPER & SUPPLY INC	154.67					
	367125	01/27/20 ROLL TOWELS	67.84			211 550 4550	220	1010
	367125	01/27/20 T TISSUE/FOLD TOWELS/SOAP	81.01			211 550 4550	210	1010
	367124	01/27/20 NITRILE GLOVES	5.82			101 140 4140	210	1010
		Total for Vendor:	154.67					
		*** Claim from another period (12/19) ****						
33558		3150 TELEDYNE INSTRUMENTS INC	240.00					
	S020370746	12/16/19 PUMP TUBING FOR SAMPLER	240.00			602 947 4947	220	1010
		Total for Vendor:	240.00					

02/07/20  
15:42:30

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/20  
For Pay Date: 02/13/20

Page: 14 of 17  
Report ID: AP100V

For Pay Date = 02/13/20

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/19) ****								
33528		6104 THREADS CUSTOM APPAREL	50.75					
	3393	02/03/20 1 GARMENT w) KFD LOGO	50.75			101 220 4220	214	1010
		Total for Vendor:	50.75					
33500		123 THRONDSO OIL & LP GAS CO	2,144.45					
	360736	01/24/20 P DIESEL/ #1 DIESEL	857.78			101 310 4310	210	1010
	360736	01/24/20 P DIESEL/ #1 DIESEL	857.78			101 312 4312	210	1010
	360736	01/24/20 P DIESEL/ #1 DIESEL	107.22			601 943 4943	210	1010
	360736	01/24/20 P DIESEL/ #1 DIESEL	107.22			602 948 4948	210	1010
	360736	01/24/20 P DIESEL/ #1 DIESEL	107.22			604 957 4957	210	1010
	360736	01/24/20 P DIESEL/ #1 DIESEL	107.22			605 963 4963	210	1010
	360736	01/24/20 SALES TAX	7.37			604 957 4957	210	1010
	360736	01/24/20 SALES TAX	-7.37			604 2025		1010
	360736	01/24/20 D C TRANSIT TAX	0.53			604 957 4957	210	1010
	360736	01/24/20 D C TRANSIT TAX	-0.53			604 2026		1010
		Total for Vendor:	2,144.45					
33555		71 UTILITY CONSULTANTS INC	2,633.12					
	104119	01/28/20 TOTAL COLIFORM	105.00			601 943 4943	440	1010
	104119	01/28/20 CBOD/TSS/TOT PHOSPH/AMMONIA	2,210.00			602 947 4947	440	1010
	104140	01/28/20 MANTORVILLE TESTING	318.12			602 947 4947	440	1010
		Total for Vendor:	2,633.12					
33501		637 WEBER, LETH & WOESSNER PLC	2,073.00					
	JAN '20PR	01/31/20 17.3 HRS LEGAL-P D	2,073.00			101 160 4160	304	1010
		Total for Vendor:	2,073.00					
33502		4086 WEIGEL, KRISTA	218.50					
	01/30/20	MILES-ADV GUN LAWS TRAINING	109.25			101 210 4210	333	1010
	01/30/20	MILES-DATA PRACTICES CLASS	109.25			101 210 4210	333	1010
		Total for Vendor:	218.50					
*** Claim from another period (12/19) ****								
33538		5182 WHKS & CO.	60,058.64					
	40519	01/14/20 GIS BASEMAP UPDATES	330.00			101 196 4196	303	1010
	40519	01/14/20 MNDOT STATE AID MTGS	330.00			101 311 4311	303	1010
	40519	01/14/20 2019 STR & SIDEWALK MAINT	480.00			101 311 4311	303	1010

02/07/20  
15:42:30

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/20  
For Pay Date: 02/13/20

Page: 15 of 17  
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For Pay Date = 02/13/20

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40524	01/14/20	PRAIRIE WILLOWS REV & OBSERV	2,145.00			101 1151		1010
40523	01/14/20	16 ST/HWY 57 INTERSECTION	743.64			101 311 4311	303	1010
40525	01/14/20	HWY 57 IMPROVEMENTS	42,700.00			424 196 4196	303	1010
40522	01/14/20	16 ST NE IMPROVEMENTS	3,120.00			412 196 4196	303	1010
40524	01/14/20	STONE RIDGE 2nd PLAN REVIEW	220.00			101 196 4196	303	1010
40519	01/14/20	85 VET MEM HWY BLDG DEMO	275.00			101 196 4196	303	1010
40524	01/14/20	SO. FORK 3rd-ENG REV & OBSERV	3,355.00			101 1151		1010
40519	01/14/20	102 15 ST NE-BLDG DEMO	165.00			101 417 4417	430	1010
40524	01/14/20	GEN'L ENG-MISC PRIV FUTURE DEV	330.00			101 196 4196	303	1010
40524	01/14/20	BIGELOW VOIGT 8th-PLAN REVIEW	2,615.00			101 196 4196	303	1010
40524	01/14/20	BLAINES 14th-PLAN REVIEW	2,700.00			101 196 4196	303	1010
40519	01/14/20	BLAINES 14th-BRIDGE & TRAIL RE	550.00			101 196 4196	303	1010
		Total for Vendor:	60,058.64					
33503		2407 WINE MERCHANTS	320.00					
	7271017	01/21/20 WINE	320.00			609 975 4975	251	1010
		Total for Vendor:	320.00					
33565		50 XCEL ENERGY	16.98					
	671428310	02/03/20 UTIL SERV-STR LT 1/3-2/2	16.98			101 316 4316	380	1010
		Total for Vendor:	16.98					
		# of Claims	71	Total:				325,600.17





**CITY OF KASSON  
RESOLUTION #2. \_\_\_-20**

**RESOLUTION ACCEPTING DONATIONS FOR THE PARK AND  
RECREATION DEPARTMENT**

**WHEREAS**, The Kasson-Mantorville Girls Softball Association has made a donation to the City of Kasson in the amount of \$500.00 to be allocated for lawful purposes to the Park and Recreation Department.

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

These donations to the City of Kasson Park and Recreation Department are hereby accepted.

**ADOPTED** this 12<sup>th</sup> day of February 2020

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
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: \_\_\_\_\_.

Minutes from special KPL board mtg 01/22/2020  
5:40 p.m. at City Hall

Call to order

Present: Kamel, Ferris, Carlsen

Absent: Schultz, Wright

Visitors: 0

Petitions: 0

Amendments: 0. Motion made by Kamel 2nd by Carlsen All Ayes

New Business: Officially named Pat Shaffer Gottschalk as Library Director at Grade 12 Step 2.  
Motion made by Ferris 2nd by Carlsen All Ayes

Ferris moved to begin the process to hire additional library staff. 2nd by Carlsen All Ayes.

General discussion

Adjourn 5:50 p.m.

Submitted by Tarik Kamel

**KASSON PARK BOARD MINUTES  
JANUARY 21, 2020 DRAFT**

Pursuant to due call and notice thereof, a meeting of the Kasson Park Board was duly held at Kasson City Hall on the 21<sup>st</sup> day of January, 2020 at 6:00 P.M.

**THE FOLLOWING PARK BOARD MEMBERS WERE PRESENT:** Dan Egglar, Chuck Coleman, Liza Larsen, Janet Sinning and Roger Franke

**THE FOLLOWING WERE ABSENT:** Jason Farnsworth, Greg Kuball and Deputy Clerk Jan Naig

**ALSO PRESENT:** Parks & Rec Supervisor Ron Unger and City Administrator Timothy Ibisch

**I. Call to Order:** The meeting was called to order at 6:00 P.M. by Chairperson Larsen.

Timothy Ibisch, new City Administrator, was introduced to the members of the Park Board.

**II. Approve minutes:** Motion by Egglar and second by Franke, with all voting Aye, to approve the minutes of the December 2019 meeting.

**III. New Business:**

**A. Select chairperson for 2020.** Larsen indicated she would be willing to continue as Chairperson for another year.

Motion by Sinning and second by Coleman, with all voting Aye, to select Larsen as Chairperson for 2020.

**B. Set wages for 2020 K.A.C. employees.** Unger interviewed seasonal employee candidates in December. He now has between 60 and 65 who will be hired to work at the Aquatic Center in 2020. The State mandated minimum wage is up 14 cents so all positions will see an increase.

Motion by Coleman and second by Franke, with all voting Aye, to pay the following hourly wages in 2020: concession workers/crossing guards at \$10.00, lifeguards at \$10.75, WSI's at \$11.75, supervisors at \$13.50 and manager at \$18.24.

**C. Hire K.A.C. manager/supervisors/head lifeguards.** Unger talked about the candidates that were interviewed in December for these positions.

Motion by Egglar and second by Franke, with all voting Aye, to hire the individuals as recommended by Unger for the 2020 season: Josh Mitchell as manager, Abby Tjosaas, Jared Johnson, Grace Worden, Christine Farnberg and Madelyn Larsen as supervisors, Destiny Anderson and Brody Hegge as head lifeguards.

**D. Tree maintenance.** City crews will be working on tree maintenance through March, as time permits. There are 30 trees on the removal list and 25 trees on the tree trimming list. There are 109 boulevard ash trees to be removed over the next three years as part of the E.A.B. Management Program. Unger reminded the Board that after the boulevard ash trees are removed, the City will need to deal with ash trees on private property.

**IV. Old Business:**

**A. Update on stone wall in Veterans Memorial Park.** There was some discussion about the funding process and work that needs to be done on the old stone wall. Ibisch talked about the possibility of pursuing a Legacy Grant from the State to help with the cost of repairs. There would need to be commitment from the residents of the community before this option could be acted upon. There was discussion about checking into the condition of the structure with the City's engineer. More time to preserve it would be required since getting approved for State funding would take time.

**B. Tree City USA update.** Unger has submitted the application for our Tree City USA designation. He briefly talked about the information that is required to receive the designation.

**V. Correspondence:**

Unger has received a request from the Lions Club to place a bench with a plaque in Lions Park in honor of Pete Peterson. He will work with them on the type of bench that can be placed in the Park. It will be a minimal cost to the City to install it.

Unger has received a \$500.00 donation from KMGSA to show their appreciation for the field use and field maintenance costs.

Coleman asked about the Ice Arena. Unger indicated that 2019 was close to a "break-even" year. The Council is aware that some equipment changes will need to be made in the near future. The cost of purchasing Freon versus the cost to change out the equipment will need to be considered.

**VI. Adjourn:** Motion by Egger and second by Coleman, with all voting Aye, to adjourn the meeting at 6:48 P.M.

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Chairperson

---

Deputy Clerk

The next scheduled meeting will be February 18<sup>th</sup>.

MINUTES OF PLANNING COMMISSION MEETING

January 13, 2020

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 13th day of January, 2020 at 6:30 PM

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

**THE FOLLOWING WERE ABSENT:** Commissioner Fitch

**THE FOLLOWING WERE ALSO PRESENT:** City Administrator Tim Ibisch, City Clerk Rappe, Finance Director Nancy Zaworski, City Attorney Leth, City Engineer Theobald, Consultant Laura Chamberlain HKGi, Les Conway, Tony Bigelow, Coy Borgstrom, Jason Wilker, Julie Nagorski, Brian Keehn, Ben Boynton, Kyle Decker, Rose McKain, Dean and Terri Schuette, Brandon Stedman, Chris Hallstrom, Kaleb Melcher, Charlie Hallstrom, Doug Buck, Bonnie Ryan, Neeley Ryan, Bruce Whitacker, Sae Denny, Christie and John Bausman, Steven Arett, Troy Andrist, Steve Erickson

**CALL TO ORDER AT 6:30PM**

**MINUTES OF THE PREVIOUS MEETINGS – December 9, 2019 – Motion to Approve the Minutes as presented by Commissioner Thompson, second by Commissioner Burton with All Voting Aye.**

**PUBLIC HEARING BIGELOW-VOIGT 8<sup>th</sup> GENERAL DEVELOPMENT PLAN** – Laura Chamberlain, HKGi Planning Consultant, gave the background of this proposal of 11.81 acres of 14 single family detached lots and 28 single family attached homes. In this case the single family attached units are incorporated in the planned unit development so only one CUP is required. Ms. Chamberlain has consulted the City's Comprehensive Plan regarding greenspace, trails, roadways and floodplain/ponds/wetlands. Ms. Chamberlain referred to her staff report regarding the specific considerations for the CUP for PUD and Preliminary Plat. Ms. Chamberlain also referred to the staff comments as well as the City Engineer comments.

Tony Bigelow – 1210 16<sup>th</sup> St NE Kasson. Mr. Bigelow stated that they are willing and can work on all contingencies except the one connecting 12<sup>th</sup> St NW because that drainage channel drains a large area.

Les Conway – WSE Massey. Mr. Conway stated that they reviewed Ms. Chamberlain's and staff comments, the pond on the west handles the drainage for Bigelow 7<sup>th</sup> and the new pond on the east that could handle Bigelow 8<sup>th</sup> and other areas that drain this direction. They propose that Outlot A would be City property. Mr. Conway stated that by not putting 12<sup>th</sup> St through improves the sustainability and habitat of this design.

Public Hearing Open – no comments

Public Hearing Closed

Discussion

Planning Commission Meeting January 13, 2020

Commissioner Zelinske – He agrees that 12<sup>th</sup> does not need to go through and that would hamper water flow. He doesn't like the idea of private streets because of narrowness for fire trucks and issues of parking and snow removal.

Commissioner Thompson - agrees that 12<sup>th</sup> does not need to go through and that the private roads could be wider.

Mr. Conway stated that those responsibilities are the homeowners association. And the ends of the streets are less than 150' to the intersection and there would not be any parking on those streets. All of the townhomes would be in the association.

Commissioner Burton - all comments brought up by staff regarding the PUD are appropriate and he is in agreement the 12<sup>th</sup> St NW would not need to go through but we need to find a way to eventually to cross that waterway. Not in favor of running an easement across the Wilker property and somehow we need to go to the north to get to County 21.

Commissioner Torkelson proposed that there be no parking along private streets.

Commissioner Tinsley – nothing to add, feels the same way about the streets and how is parking enforced.

**Motion to Approve the General Development Plan with staff comments made by Commissioner Thompson, second by Commissioner Zelinske with all voting Aye.**

**PUBLIC HEARING FOR A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT**

**REQUESTED BY BIGELOW-VOIGT 8TH** – Mr. Conway stated that they have no problem meeting the requirements of staff and WHKS design comments.

Ms. Chamberlain stated that staff would like some time to look over the plans that were just handed out and if the Planning Commission approves this staff would make sure that it is complete before it goes to City Council.

Public Hearing Opened – no comments

Public Hearing Closed

Discussion

Commissioner Tinsley had questions for Mr. Conway regarding grading for wetlands. Mr. Conway stated that in the new plan the pond is stretched out a bit and the slope is not as steep.

**Motion to Approve the CUP for a PUD Contingent on the Developer Meeting The Conditions Outlined by Staff before Approval, made by Commissioner Burton, second by Commissioner Thompson with All Voting Aye.**

**PUBLIC HEARING FOR BIGELOW VOIGT 8<sup>TH</sup> PRELIMINARY PLAT**

Public Hearing Opened – no comments

Public Hearing Closed

**Motion to Approve the Preliminary Plat With the Conditions Either Already Met or Still Needed to Meeting made by Commissioner Thompson, second by Commission Torkelson with All Voting Aye.**

**PUBLIC HEARING FOR A CONDITIONAL USE PERMIT FOR A LANDSCAPING AND NURSERY REQUESTED BY JASON WILKER** - Ms. Chamberlain gave a brief background on the property. Ms. Chamberlain has provided findings and additional considerations, in the Comprehensive Plan it is designated as medium density residential. The application as presented did not provide enough information to grant this CUP. Ms. Chamberlain reminded the Commissioners that a CUP is applied to the property and not to the owner.

Julie Nagorski , Jason Wilker’s Attorney, - This plan that he has submitted is what he has used before. Wilker has a nursery stock dealer certificate, he has a plan that works under the parameters of the city ordinance. She does not believe that requirements that are not in the ordinance should not be imposed. Ms. Nagorski and Mr. Wilker are against the suggestions made by the City Attorney.

Jason Wilker – Property Owner of 1103 8<sup>th</sup> Ave NW, Kasson, resides at 630 Meadowlark Ct, Byron, MN – he feels he has met and tried to meet what the city has asked of him. He has not heard from anyone who wanted to come out to his property.

Public Hearing Opened

Ben Boynton – 209 4<sup>th</sup> St SW – he is concerned that this has become a bigger topic in town than the infrastructure. He feels that Mr. Wilker is complying with the City. Mr. Boynton supports the CUP.

Troy Andrist – 64739 270<sup>th</sup> Ave, Kasson - he knows what Jason is going through and has had the same experience. He would like to get something worked out.

Ben Boynton – he lives near two giant culverts and debris blocks culverts and if it would cause drainage issues.

Steve Arett – 25145 750<sup>th</sup> Hayfield - he is here to support Wilker.

Doug Buck – 300 15<sup>th</sup> Ave NW – he is here in support of Wilker, and attested to his character.

Coy Borgstrom – 20 E Veterans Memorial Hwy – he believes we need to go back to the book on this. This has been twisted. The CUP is answered by the neighbors, and there have been no complaints in 10 years. The only complaint was from a person 6-8 blocks away. He doesn’t want anyone to take staff’s recommendation and that they don’t make the decisions. There are a lot of things in this community that are against the ordinance but no one is doing anything about them.

Jason Wilker – he notices that rules are bent for some people. He has had no complaints in 11 years. He believes his business benefits the city.

Public Hearing Closed

Laura Chamberlain – point of clarification, the application for a CUP does not require a General Development Plan but a cup does require a Development Plan.

Planning Commission Meeting January 13, 2020

Commissioner Thompson asked where the City is regarding litigation. City Attorney Leth stated that there has been no assurances that if this is granted that the lawsuit will go away. There has been no communication from Wilker or his Attorney in that regard. Attorney Leth stated that just because someone hasn't set foot on Mr. Wilker's property doesn't mean that there isn't sufficient evidence to take this action. The allowed CUP is for a nursery and he is not operating as a nursery he is operating as a landscaping business. In the 2010 cup he was required to plant 60% of property to trees.

Commissioner Thompson – the City does not currently have a review of CUP's process. He asked Attorney Leth to explain her recommendations. As far as the building structures this was part of the 2010 original CUP.

Chairman Ferris – this has always been a piece of property that has had a commercial use and when it was annexed it was annexed as R-1. He believes that conditions put on in 2010 were to balance the commercial activities on that land.

Commissioner Zelinske – all we want him to do is follow his conditions.

Commissioner Burton – we want to make this work for the City and Mr. Wilker. He had 14 months from when he was told that he was in violation to when the cup was revoked. We were accurate in the fact that we were not putting a street through his property and we did not even have a request for this street until Bigelow Voigt 8<sup>th</sup> Subdivision. He is willing to work with Wilker as to new trees or trees that have been planted.

Commissioner Tinsley – looked at the conditions suggested by Wilker. He is agreeable with the conditions set forth from Wilker.

Commissioner Thompson – believes we are headed in right direction, but need more clarification.

Commissioner Burton – would like the recommendation for the 12<sup>th</sup> St easement struck from recommendation clarification of no new buildings be built.

**Motion to table and allow City Staff and Wilker to come to a set of conditions that will work for the site, made by Commissioner Thompson, second by Commissioner Torkelson with All Voting Aye.**

10 min break 8:34.  
8:43PM

**BLAINES 14<sup>TH</sup> GDP – TABLED FROM DECEMBER MEETING** – Laura Chamberlain gave background for the Blaine's 14<sup>th</sup>. The total GDP involves two parcels with a total of 131 single family detached lots and two outlots for stormwater. She went through requirements of the Comprehensive Plan for density, land use, green space, transportation and parks and trails. There is floodplain on the site. Dodge County is preparing a map revision and have released their best estimated for flood zone in this area. There is no approving action for a GDP it is just a concept. The Planning Commission role is to review it and let the developer know if this meets the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance. Phasing of the development is not indicated on the GDP. There is a section of land that is

not accounted for. The road extensions should be shown as future roadways. The outlot should be dedicated to the city as a single piece to protect that natural resource. Preliminary Plat is missing a lot of detail.

Duane asked to hear from the City Attorney regarding the Attorney opinion submitted by Mr. Blaine. Her opinion is that case is not applicable here.

City Engineer Theobald – regarding the outlot, this is a request to plat all of the space around Masten Creek as an outlot and have it be dedicated to the City. Maintenance of this property is difficult if it is private. There is a sewer trunk line that runs along the creek. We would want the other outlot for the bridge. Commissioner Burton asked about the proposed parkway and if we have identified the street alignment. Engineer Theobald stated that has been a factor and in the platting process this will be considered.

Les Conway, WSE Massey represented the developer, the remnant does need to be addressed on the Preliminary Plat. Mr. Conway stated there is no phase 2 right now. As to the recommendation that the creek be an outlot, the land has value and could be a parkland dedication or a negotiated item. They tried to address all other technical issues. The end of 13<sup>th</sup> Ave would be a crown and everything would drain to the pond. They feel as far as the parkway it should not be a condition of approval. Engineer Theobald stated that he doesn't see the difference between them dedicating the stormwater pond to the City as an outlot and from dedicating the creek property to the City as an outlot. Mr. Conway stated because the City's Ordinance regarding stormwater management dictates the first.

The Commissioners were in agreement to work on negotiating for the outlot that would involve the creek.

**Motion to Direct Staff to Inform the Applicant in writing that the GDP with Suggested Revisions Will Meet the Objectives of the Subdivision and Zoning Ordinances made by Commissioner Tinsley, second by Commissioner Thompson with All Voting Aye.**

**Motion to Recommend Approval with Conditions and Findings of Fact as Presented by Staff Along with the Outlot B Be From the Sewer Line Easement to the South Side of the Creek made by Commissioner Tinsley, second by Commissioner Zelinske with All Voting Aye.**

**COMMISSIONER TERMS EXPIRING** – Both Commissioners Thompson and Torkelson are both interested in renewing their terms.

Chairman Ferris asked that voting on a Chairman on the next agenda.

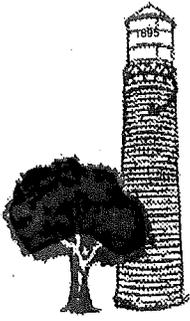
**OTHER -**

ADJOURN 9:40PM

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

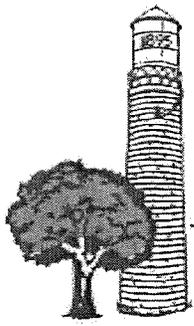
To: Mayor and City Council  
From: Public Works Director Charlie Bradford  
Date: January 1<sup>st</sup>, 2020  
Subject: Evaluation of Ice Arena Supervisor Steve Howarth

To Mayor and City Council:

Ice Arena Supervisor Steve Howarth has been given his annual performance review. His performance consistently meets the requirements of the position. Steve is at the top of his pay scale (Grade 12 Step 7 \$36.81).

Thank you,

Charlie Bradford



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 and City Council

From City Administrator Timothy Ibisch

Date: 2/03/2020

Subject: Performance Review for PWD Charlie Bradford

To Mayor McKern and the City Council:

I have reviewed Public Works Director Charlie Bradford and discussed with him a variety of topics including setting goals for 2020. Some of those include completion of the 2019 Flood mitigation efforts and an increased focus on Capital Equipment investment. Thus far in my tenure here Mr. Bradford has shown himself to be a forthright and competent employee. His performance meets and often exceeds the requirements of his position. Charlie is currently at Grade 16, Step 5 and I am recommending that he be advanced to Grade 16, Step 6 at the commencement anniversary date of his current position.

Very Respectfully,

Timothy P. Ibisch  
City Administrator

# MRWA TECHNICAL CONFERENCE PRE-REGISTRATION FORM

This form must be received no later than February 21, 2020 for pre-registration rates to apply.  
Mail to: Minnesota Rural Water Association, 217 12th Avenue SE, Elbow Lake, MN 56531.

**\*\*\* One attendee per form \*\*\***

System or Organization:

*City of Kasson*

First Name:

*David Yosen*

Last Name:

Address:

*401 5th St SE*

City:

*Kasson*

State:

*MN*

Zip:

*55944*

Phone:

*(507) 634-7602*

Fax:

E-mail address:

*waterdept@cityofkasson.com*

**Please check one of the following:**

Manager/Operator

Council/Board

Mayor

Administrative/Clerk

Industry

Other

**Don't Miss This Special!**  
\$25.00 discount registration for  
Mayors, Clerks, Board Members,  
or Council persons attending for the  
first time. Must be accompanied by  
system operator or manager.

If attending an Exam Refresher, please include the form on page 4.

**Full Registration**

Includes access to all sessions,  
Exhibit Halls, and luncheons.

**Postmarked prior to  
February 21, 2020**

**On-Site Registration**

\$ 250 MRWA Member

\$250.00 (per person)

\$275.00 (per person)

\$ \_\_\_\_\_ Non-Member

\$300.00 (per person)

\$325.00 (per person)

**2019 Sports Raffle  
4 Wheeler Grand Prize**



\$ 250 Total Due (make checks payable to Minnesota Rural Water Association)



**Please send your registration form with  
payment by February 21, 2020 to:**

Minnesota Rural Water Association  
217 12th Ave SE  
Elbow Lake, MN 56531  
E-mail: [mrwa@mrwa.com](mailto:mrwa@mrwa.com)  
Web: [www.mrwa.com](http://www.mrwa.com)

Questions? Please call (800) 367-6792

**MRWA handles credit card payments online!**

**MRWA accepts VISA, MasterCard,  
American Express, Discover, and eCheck.**

To complete your payment online, go to [www.mrwa.com](http://www.mrwa.com)  
and click on the 'pay now' icon on our home page.

Thank you!

**Cancellation Policy: Fees will be refunded if written request is received prior to February 21, 2020.**

# MRWA TECHNICAL CONFERENCE PRE-REGISTRATION FORM

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Mail to: Minnesota Rural Water Association, 217 12th Avenue SE, Elbow Lake, MN 56531.

**\*\*\* One attendee per form \*\*\***

System or Organization:

*City of Kasson*

First Name:

*Daniel*

Last Name:

*Trapp*

Address:

*401 5<sup>th</sup> St SE*

City:

*Kasson*

State:

*MN*

Zip:

*55944*

Phone:

*(507) 634-7602*

Fax:

E-mail address:

**Please check one of the following:**

Manager/Operator

Council/Board

Mayor

Administrative/Clerk

Industry

Other

**Don't Miss This Special!**  
\$25.00 discount registration for  
Mayors, Clerks, Board Members,  
or Council persons attending for the  
first time. Must be accompanied by  
system operator or manager.

If attending an Exam Refresher, please include the form on page 4.

**Full Registration**  
Includes access to all sessions,  
Exhibit Halls, and luncheons.

Postmarked prior to  
**February 21, 2020**

**On-Site Registration**

\$ 250 MRWA Member

\$250.00 (per person)

\$275.00 (per person)

\$ \_\_\_\_\_ Non-Member

\$300.00 (per person)

\$325.00 (per person)



\$ 250 Total Due (make checks payable to Minnesota Rural Water Association)



Please send your registration form with  
payment by **February 21, 2020** to:

Minnesota Rural Water Association  
217 12th Ave SE  
Elbow Lake, MN 56531  
E-mail: [mrwa@mrwa.com](mailto:mrwa@mrwa.com)  
Web: [www.mrwa.com](http://www.mrwa.com)

Questions? Please call (800) 367-6792

**MRWA handles credit card payments online!**

**MRWA accepts VISA, MasterCard,  
American Express, Discover, and eCheck.**

To complete your payment online, go to [www.mrwa.com](http://www.mrwa.com)  
and click on the 'pay now' icon on our home page.

Thank you!

**Cancellation Policy: Fees will be refunded if written request is received prior to February 21, 2020.**

# Wastewater Operations Conference Registration for Attendees and Exhibitors

Required information – print clearly

Legal name Nathan Bless

Business/employer City of Kasson

Home address 1004 10<sup>th</sup> ST NW

City Kasson State MN Zip 55944

Phone 507-696-2613

Preferred email nbleess103@gmail.com

Select day(s) registration:  Wed (\$130)  Thur (\$130)  Fri (\$130)

Dietary lunch needs (describe below):

### Check all that apply:

- Sign me up for **A/B Exam Refresher** (Limit 50)
- Sign me up for **C/D Exam Refresher** (No Limit)
- Sign me up for the **Type IV (Biosolids) Refresher**

	Postmark by 3/10/20	Postmark after 3/10/20	Total
<input checked="" type="checkbox"/> Attendee	\$390	\$415	\$390
<input type="checkbox"/> Exhibitor <small>Exhibitor fee + 1 door prize</small>	\$390	\$415	
Exhibitor booth choice	1.	2.	3.

Training registration does not include exam application or exam fee.  
Please submit exam application and exam fee separately.

Payment 390

Check or government P.O. # \_\_\_\_\_ made payable to Minnesota Pollution Control Agency.

Mail registration with check/PO payment to:  
Minnesota Pollution Control Agency ATTN: Fiscal - 6  
520 Lafayette Road North  
St. Paul, Minnesota 55155-4194

Credit card  Visa  Mastercard Amount \$ \_\_\_\_\_

Name on card \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email receipt to \_\_\_\_\_

Card # \_\_\_\_\_

Exp. date \_\_\_\_\_ 3-digit security code \_\_\_\_\_

Cardholder signature \_\_\_\_\_

Person taking class \_\_\_\_\_

Fax registration with credit card payment to 651-205-4594.

You may complete this form electronically and then print and mail or fax it with your payment. Do not email it as an attachment with credit card information!

## Exhibitor information

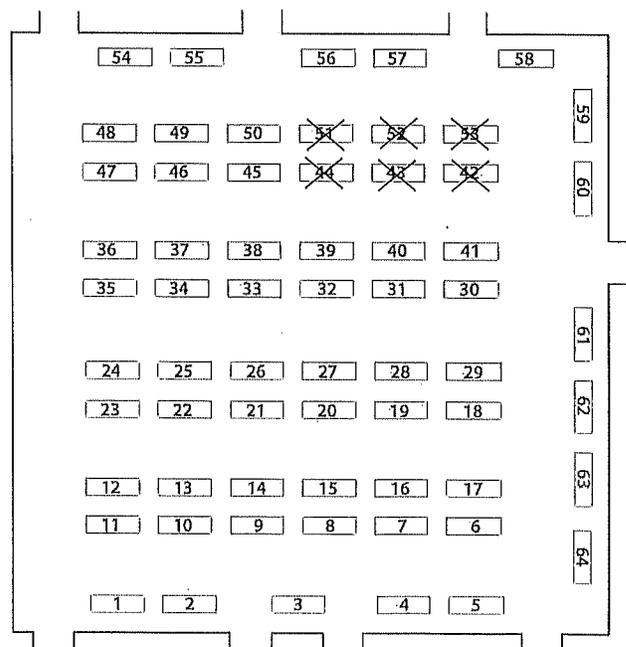
Vendor exhibits will be held **Wednesday, March 25, from 12:30 p.m. until 4:30 p.m.** Exhibit set-up begins at **11:00 a.m.** Information is available here and on the MPCA website at [www.pca.state.mn.us/training](http://www.pca.state.mn.us/training).

For exhibitors registering and paying by **March 10**, the cost per booth is **\$390 plus one door prize**; after **March 10**, registration cost is **\$415 plus one door prize**. Door prize must be of a **\$50 value or greater**.

All booths have eight-foot tables. **If you need electricity, contact the hotel directly at 763-536-8300. Note: the hotel charges extra for electricity.**

Use the diagram at right to select a booth. Indicate your top three choices on the registration form. We will do our best to provide you with one of your choices.

**Questions** contact Annaliza Heesch at 651-757-2591 or 1-800-657-3864 or [annaliza.heesch@state.mn.us](mailto:annaliza.heesch@state.mn.us).



# Conference at-a-glance

Registration 7:00 – 8:00 a.m.

Wednesday, March 25	Thursday, March 26	Friday, March 27
8:00 a.m. Plenary Session Speaker	8:00 a.m. • A/B Exam Refresher	7:30 a.m. Operator's breakfast
9:00 a.m. • A/B Exam Refresher • C/D Exam Refresher • Pumps & Controls • New Technologies & the Problems They Solved • Combating Climate Change • Workplace/Personnel Strategies • Pretreatment & Industrial WW	• C/D Exam Refresher • Regulations • New Plants/Upgrades • Opportunities: Transitioning to a Watershed Approach • Type IV (Biosolids) Refresher	8:00 a.m. Certification exams (exams end at 12:00 p.m.)
11:30 a.m. Lunch <i>(Lunch times are based on which morning sessions you're attending.)</i>	11:30 a.m. Lunch	8:00 a.m. • Emerging Issues • Activated Sludge/Treatment Optimization • Retirement • Ponds • Maintain/Repair/Upgrade: Keeping Your Systems in Service
12:00 p.m. Lunch	12:30 p.m. • A/B Exam Refresher • C/D Exam Refresher • Pathway to a Win – Win – Win: for you, the Agency and the Environment • Infrastructure Opportunities/Success Stories • Laboratory • Type IV (Biosolids) Refresher	12:00 p.m. Conference adjourns (no lunch)
12:30 p.m. • Safety & Security • DMRs • LSTS/SSTS	4:30 p.m. Sessions adjourn	To receive 16 contact renewal hours, you must attend the entire 2 ½ days and sign the attendance sheets at the end of every session you attend.
12:30 p.m. • A/B Exam Refresher • C/D Exam Refresher		
12:30 Vendor/Professional Organization Exhibits*		
2:00 p.m. Wastewater Treatment Facility Operational Awards Open House		
4:30 p.m. Sessions adjourn		
*Vendor/Professional exhibits run until 4:30 p.m.		

## Registration questions?

Contact Annaliza Heesch at 651-757-2591 or 1-800-657-3864 or [annaliza.heesch@state.mn.us](mailto:annaliza.heesch@state.mn.us).

## Hotel

The Marriott Northwest has reserved a block of rooms at a special conference rate of \$164.68 *(tax already included)* until **February 26, 2020**. Call 763-536-8300 or 1-877-303-1681 to make reservations. Mention the MPCA Wastewater Operations Conference to get the special rate.



CONFERENCE REQUEST

Name: Amy Johnson

Name of Meeting: MCFOA Institute

Place of Meeting: St Cloud

Published dates of Meeting: May 4 - May 8, 2020

Attendance dates: May 4-8 Registration Costs: 445 total  
300 grant

by April 3, 2020

Travel: Rider  Driver  Vehicle: City  Personal

Purpose:  Licensure/Certification  Specific Training  
 Attendance Explain: MCMC certification

Previous Education Courses: \_\_\_\_\_

Approvals: \_\_\_\_\_  
Department Head [Signature] City Administrator \_\_\_\_\_ Council Approval \_\_\_\_\_



## Minnesota Municipal Clerks Institute (MMCI)

**Overview**

Registration and Fees

Schedule and Details

### Minnesota Municipal Clerks Institute (MMCI)

**May 4-8, 2020****Best Western Plus ~ Kelly Inn, St. Cloud, Minnesota**

#### Sponsors

**For program questions:**

Jennifer Janasie

320-308-3050

[jjanasie@stcloudstate.edu](mailto:jjanasie@stcloudstate.edu)**For registration questions:**

Roxann Neu

320-308-4962

[reneu@stcloudstate.edu](mailto:reneu@stcloudstate.edu)

- [Minnesota Clerks & Finance Officers Association \(MCFOA\)](#)
- [League of Minnesota Cities \(LMC\)](#)
- [The Center for Continuing Studies at St. Cloud State University](#)

#### General Program Description

The MMCI (Institute) is a three-year continuing education program leading to professional accreditation.

Each year the Institute consists of a required five day, 40 hour curriculum, for a total of 120 hours of programming over the three year period. Once participants have completed the mandatory 120 hour curriculum, they become graduates of the Institute.

This is an exceptional and internationally accredited program, for which SCSU is the only authorized provider in Minnesota. The International Institute of Municipal Clerks (IIMC) has set forth the guidelines and accredits the Institute.

Clerks successfully completing the three year Institute program are awarded 50 points toward the Education requirements of the Minnesota Certified Municipal Clerk (MCMC) designation. Graduates must apply to the MCFOA for this certification, showing 25 points in the Experience category and 3 years of active membership in the MCFOA in addition to their 50 Education points.

MMCI graduates can also apply for certification from the International Institute of Municipal Clerks for the Certified Municipal Clerk (CMC) designation which requires 60 points in Education and 50 experiences points with two years of active membership in the IIMC.

#### Why Attend?

The MMCI offers:

- Top-notch courses that are directly applicable to work in the field.
- Professional development in the areas of public administration, social and interpersonal skills, and special topics central to emerging issues.
- The chance to view problems from multiple perspectives and to refine problem solving techniques.
- Lecture, discussion, and hands-on training, taught by experts with a focus on practical, how-to education.
- Accredited and experienced professionals who recognize the critical role of the municipal clerk in serving both large and small cities.
- An invaluable networking opportunity for discussion and idea sharing among clerks from throughout Minnesota.

This training program strives to enhance the quality, professional competence and performance of municipal clerks in the state of Minnesota. The intent of training is to improve local governance and thus improve service to the local citizen.

The Institute delivers the following outcomes:

- Participants will be well-versed in the theory and practice of their profession and learn how to keep abreast of new laws or changes affecting the profession.
- Participants will be able to apply what they have learned to their jobs.
- Participants will be able to gain insight into their profession through contact with instructors and through a network of experienced municipal clerks.
- Participants will be able to attain their CMC certification within three years if they have also obtained the IIMC required experience points and meet IIMC membership requirements. Graduates of the Institute can also apply for the designation of MCMC if they have also obtained the MCFOA required experience points and meet MCFOA membership requirements.

**CITY OF KASSON  
RESOLUTION #2 .x -20**

**RESOLUTION ACCEPTING DONATIONS FOR THE KASSON FIRE  
DEPARTMENT**

**WHEREAS**, The Dover Firefighters Relief Association has made a donation to the City of Kasson in the amount of \$7,122.24 to be allocated to lawful purposes to the Fire Department.

**WHEREAS**, Funds in the amount of \$2,500 will be used for the grant writing for Air Packs.

**WHEREAS**, Funds in the amount of \$4,622.24 will be used to purchase fire fighter gear.

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

These donations to the City of Kasson Fire Department are hereby accepted.

**ADOPTED** this 12<sup>th</sup> day of February, 2020.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
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: None.

**CITY OF KASSON  
RESOLUTION #2.X-20**

**RESOLUTION IN SUPPORT OF** the bonding request for reconstructing Runway 2/20 at the Rochester International Airport (RST).

**WHEREAS**, this funding is critical for reconstruction, extension and instrument approach improvements on Runway 2/20, which has reached the end of its useful life.

**WHEREAS**, RST serves as a gateway for the global healthcare system, providing conveyance of healthcare personnel, critical medical samples and patients directly to the Mayo Clinic and Mayo Clinic Laboratories on a daily basis.

**WHEREAS**, RST is an economic cornerstone in Minnesota with \$161 million in annual economic impact supporting all of southeastern Minnesota.

**WHEREAS**, with significant commercial passenger growth in recent years, RST serves over 370,000 passengers annually and is the second busiest airport in Minnesota.

**WHEREAS**, Reconstruction of Runway 2/20 is imperative to providing uninterrupted access to world-class healthcare and economic benefit to southeastern Minnesota.

**WHEREAS**, the Southeastern Minnesota League of Municipalities (SEMLM) membership voted on January 30, 2020 to support this bonding bill project for the benefit of all in southeast Minnesota.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF KASSON, MINNESOTA, AS FOLLOWS:**

The Kasson City Council asks the Minnesota State Legislature to fund the bonding request for the Rochester International Airport (RST)

Adopted by the Kasson City Council on February 12, 2020.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
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: \_\_\_\_\_.

February 1, 2020

Mr. John Reed  
Executive Director  
Rochester International Airport  
7600 Helgerson Drive SW  
Rochester, MN 55902

Dear Mr. Reed:

I write to express strong support for the city of Rochester bonding request for Runway Safety Improvements at the Rochester International Airport (RST). This funding is critical for reconstruction, extension and instrument approach improvements to maintain uninterrupted access for the many critical users of RST. Runway 2/20, with portions dating over 40 years old, has reached the end of its useful life and is in need of replacement. Completion of this Runway Safety Improvement project is critical for our region.

RST serves as a gateway for the global healthcare system, providing conveyance of healthcare personnel, critical medical samples and patients directly to the Mayo Clinic and Mayo Clinic Laboratories on a daily basis. RST is an economic cornerstone in Minnesota with \$161 million in annual economic impact supporting all of southeastern Minnesota. With significant commercial passenger growth in recent years, RST serves over 370,000 passengers annually and is the second busiest airport in Minnesota. Reconstruction of Runway 2/20 is imperative to providing uninterrupted access to world-class healthcare and economic benefit to southeastern Minnesota.

We offer our full support and thank you for your consideration of the funding request for RST.

Sincerely,

# Runway Safety Improvements Rochester International Airport - RST



## Urgent Need:

- ▶ Runway reconstruction is necessary
- ▶ Runway 2/20 has reached end of useful life
- ▶ Uninterrupted air access is required
- ▶ Improved operational reliability a necessity
- ▶ Repair of runway is no longer sufficient
- ▶ Leverage available Federal funds

## Critical users at RST:

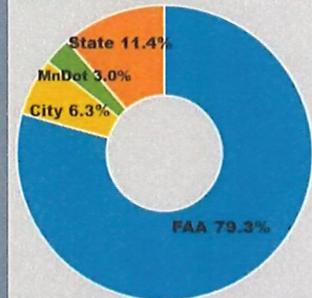
- Air ambulance life flight operations
- Air cargo carriers containing medical specimens and supplies
- Commercial air carriers and patient travelers
- Private aircraft serving world, corporate and religious leaders
- Diversion aircraft from MSP and statewide aviation system



## Funding:

Federal Aviation Administration	\$ 62.8 million
State of Minnesota*	\$ 11.4 million
City of Rochester	\$ 5.0 million
<b>Total Project Cost</b>	<b>\$ 79.2 million</b>

\* includes \$2.4 million from MnDOT Aeronautics



[rst@flyrst.com](mailto:rst@flyrst.com)



507-282-2328 ext 6



[/rochesterairport](https://www.facebook.com/rochesterairport)

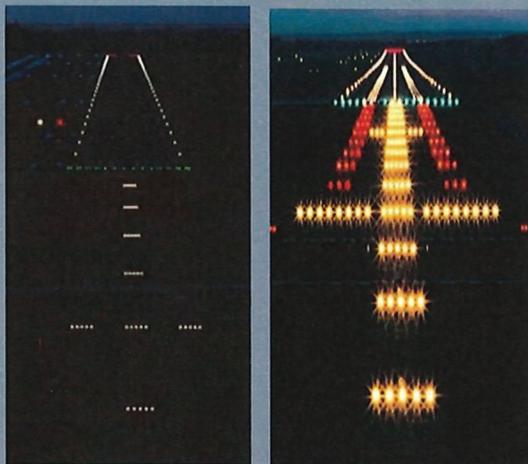


[@flyrst](https://twitter.com/flyrst)

# Runway Safety Improvements Rochester International Airport - RST

## Phasing:

- Phase 1: Reconstruct center section Runway 2/20
- Phase 2: Reconstruct south section Runway 2/20 and Complete CAT II ILS on Runway 13/31
- Phase 3: Extend Taxiway B and Runway 2/20 to south
- Phase 4: Reconstruct north section Taxiway B
- Phase 5: Reconstruct south section Taxiway B
- Phase 6: Reconstruct intersection of Runway 2/20 and Runway 13/31



RST enables life-saving medical care 24/7 in a world-class healthcare community.



Medical air cargo at RST

## About RST:

- ▶ 2nd busiest airport in MN
- ▶ 43,000 aircraft operations annually
- ▶ Daily Boeing 757 FedEx operations
- ▶ 22 million lbs cargo transported annually
- ▶ 370,000 commercial passengers served annually
- ▶ Served by 3 major airlines: American, Delta, United
- ▶ Port of Entry for international aircraft and passengers



[rst@flyrst.com](mailto:rst@flyrst.com)



507-282-2328 ext 6



[/rochesterairport](https://www.facebook.com/rochesterairport)



[@flyrst](https://twitter.com/flyrst)



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 and City Council

From City Administrator Timothy Ibisch

Date: 1/29/2020

Subject: Performance Review for EDA Specialist Nicholas Ouellette

To Mayor McKern and the City Council:

I am in receipt of the review forms filled out by the EDA Board members regarding the services provided by the CEDA staffer, Nicholas Ouellette. After my appraisal of their comments, I noted that generally speaking the reviews were positive, with several members indicating that they needed additional interaction with Nicholas to provide a greater amount of feedback. Based on this response, and the clearly shown desire to retain the current level of services, it seems apparent that EDA's recommendation regarding our CEDA contract is to continue it at this time. My previous experience with CEDA was favorable.

My own initial impression is that Nicholas is very willing to work on projects when he is tasked and that his potential growth is substantial. I will be working with him to help provide the EDA with more opportunities to promote a Strategic Vision and with the goal of bringing additional tangible and realistic projects to the EDA and City Council.

Economic Development in communities such as Kasson can be difficult and I encourage goal setting and prioritization using current resources. Overall, the process will be improved by having more attention from my office and additional training for our staffer.

Very Respectfully,

Timothy P. Ibisch  
City Administrator

# Contract for Professional Services

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter "CEDA", and the City of Kasson, a political subdivision of the State of Minnesota, hereafter "the City", to define the terms by which CEDA shall provide technical and management expertise services to the City.

**I. Agreement scope and purpose.** The City hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the City more effectively accomplishing:

- \* Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- \* Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- \* The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- \* The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources

**II. Services to be provided by CEDA.** CEDA agrees to provide technical and management expertise in the form of staff and materials to the City. Staff's services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City's undertakings to the ends described in the preceding paragraph. CEDA's staff and materials shall be made available toward efforts in the following specific arenas of the City's needs and operations:

- \* Assessment and pursuit of grantor funding for the City's economic development programs
- \* Providing loan packaging services for the City's business assistance programs
- \* Administering local, regional and state revolving loan funds, if appropriate
- \* Drafting and providing staff support for the City's Economic Development Work Plan(s)
- \* Planning, facilitating, and/or directly conducting the City's community and business development projects, including as necessary, staffing those projects as directed by the City in consultation with CEDA. These efforts shall include (but are not limited to), the following:
  - \* work in coordination with other agencies
  - \* developing relationships and partnerships to enhance the City's goals
  - \* provide general economic development and community development services
  - \* promoting the use of local assets to support and promote value-added processes and unique based businesses (notably supporting the City's Buxton partnership)
- \* Assisting with local projects related to business and industry, community, and land and buildings
- \* Assisting with the City's economic development marketing efforts and coordination; including website development and maintenance
- \* Coordinating and/or hosting forums in which the City's comprehensive planning and economic development programs are open for the public's review

### **III. Obligations of the City.**

A. The City shall reimburse CEDA for staff time provided at the annual rate of \$43,628 not to exceed annually. This is based on an average of sixteen hours per week.

B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the City in writing prior to the provision of the materials.

C. The City shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

**IV. Obligations of CEDA.**

A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the City under this Agreement neither creates a release of CEDA staff to employment at the City nor makes such staff subject to supervision by the City.

B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.

C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the City with certification of such coverage.

D. CEDA shall be responsible to invoice the City for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.

**V. Period/Termination.** The term of this Agreement is one year, commencing January 1, 2020. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the City or by the City to CEDA. Upon termination, the City shall be liable to pay CEDA for services performed at \$43,628 per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

**VI. Confidentiality:** CEDA staff will maintain confidentiality related to retail recruitment and will not discuss or disclose economic and planning activities with former employees of the City of Kasson.

**VII. Construction of Agreement.** This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

**CITY OF KASSON**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES**

By 

Its CEO/President

Date October 23, 2019

## Kasson EDA 2019 Activities

### 2019 Priorities

- EDA Policy & Procedures Manual Update
- Program Promotion
- Project Maximization
- Housing

### 2019 Programs

- Kasson Konnections
  - 2019 Façade Improvement Program
- 

### February

- 2019 Priorities discussed and adopted by EDA Board
- Formal application for SCDP Grant submitted

### March

- Letter of Support submitted to MN Tax Contribution Fund for Affordable Housing
- Began process to design city logo and wayfinding

### April

- Application for DNR Local Trail Connections Grant
- EDA Coordinator transition from Stephanie Lawson to Nicholas Ouellette
- RAEDI presentation to EDA Board by Ryan Nolander
- Meeting with Shopko owners to discuss the future of the vacant property
- Tax abatement approved for Prairie Willows

### May

- EDA established Downtown Lots Committee to work on a plan to improve the EDA owned lots on Main Street
- **Manorwood application** for Business Façade Improvement Grant approved
- Community Roadside Landscaping Partnership project approved by MNDOT
- Discussion with Ben Kall over possible apartments development at the concrete plant site
- CEDA Annual Meeting
- Community logo project initial designs created and presented to Chamber
- Kasson awarded Small Cities Development Program Grant

### June

- Kasson Letter of Concern regarding the Dodge County Wind HVTL Project drafted by EDA Coordinator, approved by Council, and submitted to Department of Commerce
- Business Subsidy Policy amended in Kasson EDA Policy and Procedures Manual
- Dodge County Comprehensive Housing Needs Analysis Eastern Submarket key findings provided to EDA Board
- EDA Coordinator attended Chamber After Hours on June 13<sup>th</sup>

### July

- EDA Board meeting cancelled for July
- Conducted 40+ business visits to increase awareness and participation in Business Façade Improvement Program

- Attended Dodge County SEMMCHRA Q&A event
- Toured Old Kasson Public School
- DNR Local Trail Connections Grant not awarded, follow up meeting held with DNR Program Coordinator to discuss improvements to be made to the application for 2020
- Attended SEMLM Red Wing Meeting

### August

- Amendments to Business Façade Improvement Program discussed to include a wider array of applicable projects
- US SBA & Minnesota Housing presentation to EDA Board to discuss available programs for business and residential flood disaster recovery efforts
- Meeting with DEED to discuss possible re-use of MIF funds (determined funds had been allocated as a City match towards SCDP Grant)

### September

- Business Façade Improvement Program amended to accept landscaping projects
- First discussion with EDA Board regarding the creation of a new Kasson Revolving Loan Fund
- Attended University of Minnesota Connecting Entrepreneurial Communities Conference

### October

- Business Façade Improvement Program:
  - **Trail Creek Coffee Roasters** application approved
  - **American Legion Post #333** application approved
  - Manorwood Court project completed, and reimbursement approved
- Downtown Lots Committee Brief presented to EDA Board; approval given to the Committee to implement low level activation measures
- First draft of new Kasson EDA RLF documents created

### November

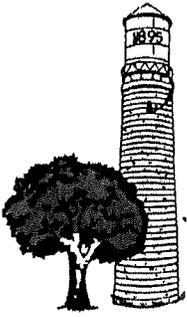
- Draft RLF documents presented to EDA Board, discussion on EDA preferences for specific RLF guidelines
- Provided assistance to Cabin Coffee, a business looking to expand to Kasson. After extensive searches, no viable properties that fit the business's needs could be found in Kasson.
- Business Façade Improvement Program
  - **Borgstrom-Durst** application approved
  - **Erdmans Country Market** application approved

### December

- Business Façade Improvement Program
  - **Daniels Restaurant** application approved
- Revolving Loan Fund Guidelines and supporting documents approved by EDA and City
  - RLF program established, funds yet to be allocated

### January 17, 2020

- Meeting for MNDOT Community Landscape Partnership Program
- Changes to the EDA Policy and Procedures Manual
- State MIF dollars returned from Revolving Loan Fund
- Discussion to join Minnesota Main Street Community Network
- Research into potential application for Blandin Foundation Grant
- Highway 14 Partnership Committee meeting
- Highway 57 Advisory Committee Meeting



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

From: Nancy Zaworski

Date: February 6, 2020

Re: Refunding of 2014B TIF Bond

---

In April 2019 I had asked Mike Bubany from David Drown Associates to look at refunding the bond as we have some funds available to repay/prepay. At that time, the options were comparable between refunding then or waiting for the call date in 2021. Considerations included the potential lowering of the related tax levy requirement and a shorter term. For many reasons, enumerated in the letter attached from Mike Bubany, our fiscal agent, it may be advantageous to revisit a consideration of the refunding. I will share characteristics and history of the TIF district and of this bond on Wednesday evening and what has transpired with respect to the two "pieces" of the bond (the Shopko parcel and the EDA incubator parcel). As indicated, if a refunding is not completed now, it can be done closer to the call date of 2/1/2021. If you have any questions in the meantime, please feel free to contact me.

### **COUNCIL ACTION REQUESTED:**

A motion directing whether or not to move forward with refunding at this time.



AN EQUAL OPPORTUNITY EMPLOYER



**DDA**

**David Drown Associates, Inc.**  
**Public Finance Advisors**

Spring Valley Office:  
29359 County 38  
Spring Valley, MN 55975  
Phone 507-346-7895 | Cell 507-273-2443  
Fax 612-605-2375  
[www.daviddrown.com](http://www.daviddrown.com)

February 6, 2020

**RECOMMENDATIONS**

VIA EMAIL

City of Kasson  
Chris McKern, Mayor  
Timothy Ibisch, City Administrator  
Nancy Zaworski, Finance Director  
401 Fifth Street SE  
Kasson, MN 55944

**RE: Full Advanced Refunding of Taxable GO TIF Bonds, Series 2014B**

Honorable Mayor McKern, Members of the City Council, Mr. Ibisch and Ms. Zaworski:

For the past year or so, I've been in communication with Ms. Zaworski about effecting an advanced refunding of the City's outstanding Taxable GO TIF Bonds, Series 2014B (Shopko & Folkstead). Those prior bonds are not allowed to be called until February 1, 2021, thus the need for an "advanced" refunding. This is achieved by setting up an escrow account to cover all remaining payments (offset by investment earnings) and officially defeasing those prior bonds. The City would begin making payments on the new bonds with a lower rate and enjoying a significant amount of savings.

You may have heard that advanced refundings were eliminated as a tool when the Tax Cuts and Jobs Act was signed into law back in 2017. However, that restriction only applies to tax exempt issues. In this case, we are dealing with a taxable bond, so we may still use the tool.

Advanced refundings are inefficient. The interest earned in the escrow account will be less than the interest rates on the prior bonds. This inefficiency is referred to as negative arbitrage. In this instance, I'm estimating this inefficiency to be in the realm of \$25,000. Despite this, and despite estimated issuance costs of over \$37,000, we still expect significant savings. Currently, we are projecting present value savings of over \$160,000 (see attached refunding exhibit – specifically page two).

You may be asking why we haven't moved forward with this in the past? The answer has to do with the fact that the City has about \$910,000 in reserves in the debt service fund associated with the prior bonds (these are basically unused proceeds from the Folkstead portion of the issue). The City could enjoy a tremendous amount of savings simply by waiting for the call date and doing a partial call of the current bonds. Refunding the remaining principal didn't yield enough "extra" savings to warrant the effort when we looked at this before. I explained this to the Council at a meeting many months ago.

But now we have two additional items working in our favor. First, rates are slightly lower than they were when we looked at this before. And second, we are much closer to the call date now. Every day that goes by is one less day of inefficiency of the escrow fund....make sense? Based on a quick calculation, the cash contribution represents about \$100,000 of the present value savings noted above, which means the refunding adds an additional \$60,000 in rough terms. This is a much wider gap than we discussed last year.

Now, to be clear, if rates were to remain the same between now and the call date, the City would enjoy even MORE savings by waiting. Issuance costs would be slightly lower, and we'd avoid all of the negative arbitrage. I estimate savings could increase by about \$30,000 in that scenario. However, we have no idea where rates will be next week much less many months from now. If rates increase while we wait, we may lose this opportunity altogether. I believe we are at the point the Council should consider moving forward. By doing so, we can guarantee savings....and the lower payments will mean a significant reduction in the associated tax

levies needed to support the debt (see page one of the refunding exhibits). Currently, scheduled levies are closer to \$75K annually!

I am proposing to work with a broker (Robert W. Baird & Company) to issue this debt as a private placement. By doing so, we can avoid the need for a full official statement, a credit rating and other such things (i.e. lower issuance costs). Further, we could lock in rates much more quickly than a conventional, competitive sale. If Council agrees we should try to get this done, my goal would be to have a final proposal to consider at the February 26<sup>th</sup> meeting.

I am unable to attend your meeting on February 12<sup>th</sup> but would most definitely be at the meeting when the final proposal is being considered. So please review this information and contact me directly with any questions or concerns in the meantime. I believe these recommendations are suitable and advise that the City Council authorize David Drown Associates to move forward as discussed (this can be done by a simple motion and vote at this time). By doing so you have not committed to anything, there is no risk or obligation until which time the Council approves a final proposal.

In addition to the authority to move forward, Robert W. Baird & Company will need an engagement letter signed and returned. This is not a contract and commits the City to nothing at this point. Rather, it is simply a required disclosure by the SEC that they need in order to be able to work with us on this deal. If we are unsuccessful, there is no cost to the City.

Thank you and we look forward to working with the City of Kasson on this exciting opportunity.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mike Bubany', written in a cursive style.

Mike Bubany, Associate  
David Drown Associates, Inc.

Enc.

City of Kasson, Minnesota

Proposed for Negotiated Sale

\$708,000

Master Cash Flow ~ Prelim

TAXABLE General Obligation Tax Increment Financing Refunding Bonds, Series 2020A (Full Advanced)

Uses of Funds

Folkstead Portion	1,093,675
Shopko Portion	507,800
Less Escrow Earnings	(20,794)
<b>TOTAL ESCROW FUNDING REQUIREMENTS</b>	<b>1,580,681</b>
Brokers Fee	1.50%
Fiscal Fee	10,620
Bond Counsel	12,500
Pay Agent / Escrow Management Fees	10,000
Printing & Misc	1,448
Sufficiency Opinion	500
Bond Premium	2,000
Excess Proceeds	-
Capitalized Interest (to D/S Fund)	-
	<u>1,617,749</u>

Sources of Funds

Bond Issue	708,000
Bond Premium	-
Other Sources	-
Prior Debt Service / TIF Fund Cash Contribution	908,749
	<u>1,617,749</u>

Payment Schedule & Cashflow

12-Month Period ending*	Dated Date	Principal	Coupon	Interest	Payment Total	PLUS 5%
3/16/2020	3/16/2021	16,000	3.400%	21,063	37,063	38,916
	2/1/2022	17,000	3.400%	23,528	40,528	42,554
	2/1/2023	16,000	3.400%	22,950	38,950	40,898
	2/1/2024	15,000	3.400%	22,406	37,406	39,276
	2/1/2025	19,000	3.400%	21,896	40,896	42,941
	2/1/2026	18,000	3.400%	21,250	39,250	41,213
	2/1/2027	22,000	3.400%	20,638	42,638	44,770
	2/1/2028	21,000	3.400%	19,890	40,890	42,935
	2/1/2029	24,000	3.400%	19,176	43,176	45,335
	2/1/2030	28,000	3.400%	18,360	46,360	48,678
	2/1/2031	26,000	3.400%	17,408	43,408	45,578
	2/1/2032	29,000	3.400%	16,524	45,524	47,800
	2/1/2033	33,000	3.400%	15,538	48,538	50,965
	2/1/2034	36,000	3.400%	14,416	50,416	52,937
	2/1/2035	38,000	3.400%	13,192	51,192	53,752
	2/1/2036	41,000	3.400%	11,900	52,900	55,545
	2/1/2037	43,000	3.400%	10,506	53,506	56,181
	2/1/2038	46,000	3.400%	9,044	55,044	57,796
	2/1/2039	48,000	3.400%	7,480	55,480	58,254
	2/1/2040	55,000	3.400%	5,848	60,848	63,890
	2/1/2041	56,000	3.400%	3,978	59,978	62,977
	2/1/2042	61,000	3.400%	2,074	63,074	66,228
		<u>708,000</u>		<u>339,065</u>	<u>1,047,065</u>	<u>1,099,418</u>

Bond Details

Council reviews Recommendations	2/12/2020
Sales Resolution Adopted	2/26/2020
Dated Date	3/16/2020
Closing Date	3/16/2020
1st Interest Payment	8/1/2020
Proceeds spent by:	2/1/2021
Purchase Price	697,380.00
Net Interest Cost	339,065.00
Net Effective Rate	<b>3.400000%</b>
Average Coupon	3.400000%
Call Option	TBD
Weighted Avg. Maturity	@ par
Average Life	14.085
Average Life Prior Bonds	14.085
Purchaser	13.731
Bond Counsel	3.4000%
Rating Agency	Proposed for Negotiated Sale
Pay Agent	Taft Law (Formerly Briggs and Morgan)
Tax Status	Non Rated
Continuing Disclosure	City Clerk
Rebate	TAXABLE
Statutory Authority	Full
	Small issuer - Exempt from Rebate
	M/S, Chapters 469 & 475

Pledged Revenues

Collection Year	Tax Increment	Tax Levies	Initial Deposit to D/S Fund >	Surplus (deficit)	Account Balance
2020	33,500	16,950	11,533	11,533	-
2021	33,500	16,950	7,895	7,895	19,428
2022	33,500	16,950	9,552	9,552	28,980
2023	33,500	16,950	11,173	11,173	40,154
2024	33,500	16,950	7,509	7,509	47,662
2025	33,500	16,950	9,237	9,237	56,899
2026	33,500	16,950	5,680	5,680	62,579
2027	33,500	16,950	7,515	7,515	70,094
2028	33,500	16,950	5,115	5,115	75,209
2029	33,500	16,950	1,772	1,772	76,980
2030	33,500	16,950	4,871	4,871	81,851
2031	33,500	16,950	2,649	2,649	84,501
2032	33,500	16,950	(5,15)	(5,15)	83,985
2033	33,500	16,950	(2,467)	(2,467)	81,498
2034	33,500	16,950	(3,302)	(3,302)	78,196
2035	33,500	16,950	(5,086)	(5,086)	73,100
2036	33,500	16,950	(7,347)	(7,347)	67,368
2037	33,500	16,950	(7,805)	(7,805)	60,022
2038	33,500	16,950	(13,441)	(13,441)	52,217
2039	33,500	16,950	(12,527)	(12,527)	38,776
2040	33,500	16,950	(15,778)	(15,778)	26,249
2041	33,500	16,950			10,471
	<u>737,000</u>	<u>372,889</u>		<u>10,471</u>	

City of Kasson, Minnesota

\$708,000 TAXABLE General Obligation Tax Increment Financing Refunding Bonds, Series 2020A (Full Advanced)

1,530,681.00 Deposit to Escrow Fund

37,068 Issuance

(909,749) Other

(909,749) Less Cash

708,000 BORROWING AMOUNT

PRIOR BONDS (2014B)

DATE	PRIN	RATE	INT	P&I	Pay Agent	TOTAL PMTS
2/1/2020	Competition Date					
2/1/2021	35,000	4.00%	71,475	106,475	495	106,970
2/1/2022	40,000	4.00%	70,075	110,075	495	110,570
2/1/2023	40,000	4.00%	68,475	108,475	495	108,970
2/1/2024	40,000	4.00%	66,875	106,875	495	107,370
2/1/2025	45,000	4.00%	65,275	110,275	495	110,770
2/1/2026	45,000	4.00%	63,475	108,475	495	108,970
2/1/2027	50,000	4.00%	61,675	111,675	495	112,170
2/1/2028	50,000	4.00%	59,675	109,675	495	110,170
2/1/2029	55,000	4.00%	57,675	112,675	495	113,170
2/1/2030	60,000	4.50%	55,475	115,475	495	115,970
2/1/2031	60,000	4.50%	52,775	112,775	495	113,270
2/1/2032	65,000	4.50%	50,075	115,075	495	115,570
2/1/2033	70,000	4.50%	47,150	117,150	495	117,645
2/1/2034	75,000	4.50%	44,000	119,000	495	119,485
2/1/2035	80,000	4.75%	40,625	120,625	495	121,120
2/1/2036	85,000	4.75%	36,825	121,825	495	122,320
2/1/2037	90,000	4.75%	32,788	122,788	495	123,283
2/1/2038	95,000	4.75%	28,513	123,513	495	124,008
2/1/2039	100,000	4.75%	24,000	124,000	495	124,495
2/1/2040	110,000	5.50%	19,250	129,250	495	129,745
2/1/2041	115,000	5.50%	13,200	128,200	495	128,695
2/1/2042	125,000	5.90%	6,875	131,875	-	131,875
	1,530,000		1,036,225	2,566,225	10,395	2,576,620

REFUNDING BONDS

DATE	PRIN	RATE	INT	PMT	Cash Contribution >	GROSS SAVINGS	PV SAVINGS
3/16/2020	Dated Date						
2/1/2021	16,000	3.400%	21,063	37,063	(909,749)	69,907	(909,749)
2/1/2022	17,000	3.400%	23,528	40,528		70,042	67,981
2/1/2023	16,000	3.400%	22,950	38,950		70,020	65,786
2/1/2024	15,000	3.400%	22,406	37,406		69,964	63,603
2/1/2025	19,000	3.400%	21,896	40,896		69,874	61,462
2/1/2026	18,000	3.400%	21,250	39,250		69,720	59,365
2/1/2027	22,000	3.400%	20,698	42,698		69,532	57,286
2/1/2028	21,000	3.400%	19,890	40,890		69,280	55,253
2/1/2029	24,000	3.400%	19,176	43,176		69,994	53,243
2/1/2030	28,000	3.400%	18,360	46,360		69,610	52,022
2/1/2031	26,000	3.400%	17,408	43,408		69,862	50,056
2/1/2032	29,000	3.400%	16,524	45,524		70,046	48,566
2/1/2033	33,000	3.400%	15,558	48,558		69,107	47,093
2/1/2034	36,000	3.400%	14,416	50,416		68,079	44,983
2/1/2035	38,000	3.400%	13,192	51,192		68,928	43,438
2/1/2036	41,000	3.400%	11,900	52,900		69,420	42,526
2/1/2037	43,000	3.400%	10,506	53,506		69,777	40,829
2/1/2038	46,000	3.400%	9,044	55,044		69,964	39,699
2/1/2039	48,000	3.400%	7,480	55,480		69,015	37,957
2/1/2040	55,000	3.400%	5,848	60,848		68,897	36,717
2/1/2041	56,000	3.400%	3,978	59,978		68,717	35,449
2/1/2042	61,000	3.400%	2,074	63,074		68,801	34,194
	708,000		339,065	1,047,065		619,807	160,630



February 6, 2020

Mr. Timothy Ibisch, City Administrator  
City of Kasson, Minnesota  
401 5<sup>th</sup> Street SE  
Kasson, MN 55944

Re. Placement Agent Engagement Letter

Mr. Ibisch:

On behalf of Robert W. Baird & Co. Incorporated (“Baird” or “we”), we wish to thank you for the opportunity to serve as placement agent for the City of Kasson, Minnesota (the “Issuer” or “you”) on its proposed placement and issuance of approximately \$708,000<sup>1</sup> Taxable General Obligation Refunding Bonds, Series 2020 (the “Securities”).

1. Services to be Provided by Baird. Baird is hereby engaged to serve as placement agent for the proposed placement and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the placement and the Securities
- Assist in the preparation of the private placement memorandum and/or other disclosure documents
- Identify and contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Securities are to be rated, assist in preparing materials to be provided to securities ratings agency or agencies and in developing strategies for meetings with the ratings agency or agencies to obtain a rating for the Securities
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary placement agent services as may be requested by the Issuer

2. Disclosures Concerning Baird’s Role as Placement Agent as Required by the MSRB: At the Issuer’s request, Baird may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing such advisory services in its capacity as placement agent and not as a municipal advisor or financial advisor to the Issuer. As placement agent, Baird’s primary role is to arrange for the placement of the Securities in an arm’s length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer. Unlike a municipal advisor, Baird as placement agent does not have a fiduciary duty to the Issuer under the federal securities law and is

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<sup>1</sup> Preliminary, subject to change



therefore not required by federal law to act in the best interest of the Issuer without regard to its own financial or other interests. The Issuer will prepare and provide the Baird with financials, budgets, estimated debt service requirements and coverage, historical sales tax collections by industry classification, Issuer demographic information, and underlying credit ratings), (the "Information Package") and other legal documents to be used in connection with the Placement (together with all supplements, modifications, and additions thereto prior to the Closing Date, the "Placement Materials"). The Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and each Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor. As part of its services, Baird will review the Placement Memorandum and/or other disclosure document (if any) applicable to the placement of the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the Securities.

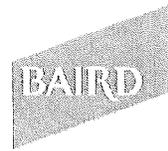
As placement agent, Baird will not be required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to arrange for the sale of the Securities to one or more, purchasers, each a "qualified institutional buyer" or an "accredited investor," as defined in the Securities Act of 1933. If all of the conditions to its obligations for the placement of any Securities have been satisfied, Baird as placement agent has a duty to arrange for the placement of the Securities at a fair and reasonable price to the Issuer but must balance that duty with its duty to arrange for the sale of the Securities to investors at prices that are fair and reasonable.

Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is [www.msrb.org](http://www.msrb.org). Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

If the Issuer is obligated under a current continuing disclosure agreement, the Issuer will submit information about the transaction through EMMA's continuing disclosure service, if material, and provide details including, but not limited to, the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements. If the Issuer is not obligated under a current continuing disclosure agreement, Baird recommends that the Issuer submit information about the transaction through EMMA's continuing disclosure service located in the continuing disclosure category of "Financial/Operating Data – Investment/Debt/Financial Policy."

3. Fees and Expenses; Conflicts of Interest. Baird's placement agent fee will be determined by mutual agreement of the Issuer and Baird. The placement agent fee will be contingent upon the closing of the placement of the Securities and the amount of the fee will be based on the principal or par amount of the Securities issued. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary. Other firms who provide services in connection with the proposed placement may also have fees that are contingent on the closing of the placement of the Securities.

The Issuer shall be responsible for paying or reimbursing Baird for all costs of issuance, including without limitation, bond counsel, placement agent's counsel (if any) and rating agency fees and expenses,



and all other expenses incident to the performance of the Issuer's obligations under the proposed placement.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the Issuer and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

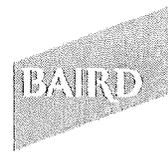
In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the placement of the Securities. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Engagement Letter, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Minnesota. This Engagement Letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This Engagement Letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may



choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

7. **Disclosures of Material Financial Characteristics and Material Financial Risks:** Because the Issuer has retained a financial advisor in connection with the offering and Baird has not recommended the offering or its structure to the Issuer, Baird is not required to provide additional disclosures to the Issuer of the material financial characteristics and material financial risks of the proposed offering under MSRB Rule G-17.

If there is any aspect of this Engagement Letter that you believe requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed placement and issuance of the Securities. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this Engagement Letter.

Again, we thank you for the opportunity to assist you with your proposed placement and issuance of the Securities and the confidence you have placed in us.

Sincerely,

**ROBERT W. BAIRD & CO. INCORPORATED**

By:   
\_\_\_\_\_  
Paul Donna, Managing Director

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF KASSON, MINNESOTA**

By: \_\_\_\_\_  
Timothy Ibisch, City Administrator



### **Disclosures of Material Financial Characteristics and Financial Risks of Proposed Offering of Fixed Rate Bonds**

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

#### **Financial Characteristics**

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

*Redemption.* Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be



subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of an interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

### General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

### Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally



obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality's full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

#### Tax Increment or Tax Allocation Bonds

"Tax increment" or "tax allocation" bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer's full faith and credit or moral obligation.

#### Conduit Bonds

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the "borrower" or "obligor"). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

#### Charter School Bonds

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

#### Financial and Other Covenants

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.



### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

#### **Issuer Default Risk**

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor's) credit ratings and may effectively limit your (or the obligor's) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### **Redemption Risk**

Your (or the obligor's) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

#### **Refinancing Risk**

If your (or the obligor's) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

#### **Reinvestment Risk**

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

#### **Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)**



The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Continuing Disclosure Risk.

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

**Company Name**

# Memo

**To:** Timothy Ibisch  
**From:** Cassie Sullivan   
**cc:**  
**Date:** 2/04/2020  
**Re:** Semcac Customers

---

On 2/03/2020, Timothy and I had a discussion about, if we could disconnect Semcac customers for delinquent utility accounts.

In the past it has been exercised to waive any disconnection action towards a Semcac customer during CWR (cold weather rule). During the investigation I spoke with Stacy Draper (EAP Coordinator Semcac) and she stated that in the past they did request a listing of any Semcac customers that would be disconnected for delinquent accounts to prevent any disconnects. Stacy stated that they no longer request this information and there was nothing in our service agreement stating that we could not disconnect. Stacy also referred to the Chapter 3 in the EAP program which states what a vendor can do and can't do.

In our discussion Tim and I agreed to tag the Semcac customers for delinquent accounts but no disconnect at this time due to be only three more months CWR standards and the customer will need to know in advance this action could take place

Cassie Sullivan.

**CITY OF KASSON – WORK ORDER**

ON \_\_\_\_\_ OFF \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_ CALLED DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

RENT \_\_\_\_\_ OWN \_\_\_\_\_ Settlement Report \_\_\_\_\_

DEPOSIT DUE: \_\_\_\_\_ DATE PAID: \_\_\_\_\_

1<sup>ST</sup> NAME: \_\_\_\_\_

2<sup>ND</sup> NAME: \_\_\_\_\_

SEND BILL TO/ Name of Property Owner: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SSN#: \_\_\_\_\_

EMPLOYER/OPTIONAL : \_\_\_\_\_

WATER/ ERT#: \_\_\_\_\_ READING: \_\_\_\_\_

ELECTRIC/ ERT #: \_\_\_\_\_ READING: \_\_\_\_\_

NOTES / CUSTOMER IN or OUT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**To: City Council**

**Date: 02/12/20**

**Agenda Heading: City Administrator's Report**

"February is merely as long as is needed to pass the time until March."

- Dr. J. R. Stockton

- **State Ends 2019 With Higher-Than-Expected Revenue Collections.** The state's net general fund receipts for the months of November and December exceeded forecasted levels by \$155 million, or 4.2%, according to the latest Revenue and Economic Update. Net individual income, corporate, and other tax receipts all exceeded forecasted levels, while net sales tax receipts were less than forecast. These strong collections give cities like Kasson budgetary assurance in the new year that our LGA will remain in place.

Although lawmakers enacted a biennial budget that runs through June 30, 2021, the Legislature and governor can make adjustments in state programs during the 2020 legislative session. The governor and legislators will use the projections in the next budget forecast as the basis for decisions on any adjustments to the state general fund budget and also the state's capital budget. That budget forecast will be released around March 1.

- **Service Territory Acquisition/Updated application.** Discussions have been ongoing at a staff level regarding the need for additional acquisition of electrical service territory. As the City grows it is reaching out into areas that are served by Peoples and Xcel. We prefer to serve these areas and feel it is in the best long-term interest of the City to acquire them. Going forward we expect to figure in these costs as rates are promulgated in the fall. Staff is also advising that only fully completed forms be used to connect for services. This entails the receiving of a certain amount of Personally identifiable information. This also allows for recapture of revenue in the case that a certain payor is in arrears. Most utilities use Social Security Numbers to validate the customer's identify. Kasson Public Utilities requires a customer's social security number to establish service for several reasons:
  1. **Identity confirmation** – we do not require a very formal application; the social security number verifies that this is a legitimate request.
  2. We're issuing a service **without first receiving payment** (billing is based on what you use, not a set amount)
  3. The identity confirmation is important from a **collections process**; each year, Public Utilities must account for thousand of dollars in bad debt – customers that do not pay their bills. After a period of time for non-payment, a customer's account is turned over to a collections agency and the non-payment can impact a credit rating.

- **Ordinance Revision Nearly Complete.** At long last, the Code Revision process is almost complete. I have been advised by Hoisington Koepler Group that the final section draft is for the “General Provisions” article of the Zoning Chapter. There were elements from other parts of the code moved into here, as well as elements added to round out the introduction to Zoning. Many of these sections will be reviewed, but hopefully it will make more sense once the whole document is entirely together. My expectation is to see our new Code at the Planning and Zoning meeting in early March and then for Council reviews in later March. This will allow us to have it fully implemented in April. If these dates change, I will apprise the Council.
  
- **Governor Walz’ 2020 Bonding Proposal.** Gov. Tim Walz has announced a bonding proposal that would borrow more than \$2 billion this year to invest in capital projects statewide. The governor said he would like to use \$2.03 billion in general obligation bonds, along with an additional \$571 million in financing to bring the total capital spending to \$2.59 billion. Some of these proposals have direct effects on Kasson including:
  - **Mighty Ducks Grant Program** for indoor air quality improvements to ice arenas: \$4 million.
  - **Transportation Economic Development Infrastructure Program** to fund local road and public infrastructure projects that support economic development: \$3 million.
  - **Community Electric Vehicle Infrastructure Program:** \$14 million, which includes \$12 million for grants to local governments to install a network of electric vehicle charging infrastructure.
  - **Sustainable communities and climate resiliency with a focus on managing extreme weather events: \$15 million for grants to municipalities.**
  - **Water Infrastructure Funding Program:** \$100 million for grants to local governments.
  - **New State Emergency Operations Center** to support state and local agencies during a crisis and serve as a training center for public safety personnel: \$29 million.
  - **Local Road Improvement Program:** \$100 million for grants to local governments.
  - **Safe Routes to School** Infrastructure Program: \$10 million.

The governor’s proposal marks a starting point to what is likely to be a lengthy process to produce a 2020 capital investment bill. Leaders from both parties agree that bonding will be one of the centerpieces of the 2020 legislative session, although the price tag will be the subject of much debate in the coming months. Democrats in the House majority are floating the idea of a \$3.5 billion bonding bill, while Republicans in the Senate majority are touting their desire for a fiscally constrained package that will spend less than \$1 billion. I will continue to monitor this as it unfolds in the Spring. Any questions, please let me know!

- **2020 Presidential Primary.** The City Clerk is preparing for the new primary which was added to our schedule by the legislature. It will be held in early March and is very partisan in nature. If an individual refuses to select a party, he or she will not be able to vote. Voter’s choices of party ballot will be recorded by the election judges and is private data. However, a list of who voted in a presidential nomination primary and the political party each voter selected will be provided to the chair of each major political party.

There are not currently restrictions placed on how the political party chairs can use or share the voter data. Some local officials have expressed concerns about their party affiliation becoming public when most local offices are considered nonpartisan.

- **Parkland Dedication Fees**. With the additional development that is occurring in our community it is vital that we plan on having development pay for development and that we do not inappropriately subsidize private contractors to the detriment of the current taxpayers. As such, the issue of Parkland Dedication fees has arisen, notably involving some of the larger projects which maybe upcoming. Other cities MN have somewhat onerous fees and that is something that we want to avoid, how it seems likely that a revision of this aspect of the City Code may be necessary. Staff will confer to provide the Council with a prudent list of suggestions in the future. If you have any questions, please let me know.
- **Main Street Mini-roundabout update**. Last week, staff and the Mayor met with Mn DOT to discuss the Hwy 57 2021 rebuild and the topic of the Main Street intersection dominated the conversation. A variety of issues were reviewed included the accessibility and speed concerns that some businesses have. Also, parking and the potential for some alterations were studied. Mn DOT indicated that their preliminary review shows that only 2 spots will likely be changed, they also noted that these spots would be eliminated even if stop lights were reinstalled. The City Engineer brought up a number of salient points and I expect him to have further information for the Council in the next 3 weeks. We are also planning on hosting a Public Information session so that residents can stay informed and up to date. Finally, I contacted the St. James, MN Chamber of Commerce to get their feedback from the mini-roundabouts that were installed in 2018 in their downtown.
- **MPCA Seeks City Feedback on Municipal Water Fee Increases**. The Minnesota Pollution Control Agency (MPCA) is proposing to increase water permit fees. The proposal includes a rather large increase for the municipal separate storm sewer system (MS4) general permit fee. Currently, all MS4 permittees, regardless of population, pay a flat \$400 application fee every five years. MPCA said it constructed its proposal to create a more equitable distribution of permit fees to total a targeted 30% funding (\$873,000) of its yearly MS4 program costs. If this is approved, cities would pay 6% to 225% more than they are currently paying. The MPCA will seek legislative approval for the rate increases in the 2021 session. I plan on attending the MPCA input session in Rochester on February 13<sup>th</sup>. This could have a substantial impact on our system and require Kasson to increase our rates accordingly.
- **Worksession Topics**. On February 15, 2020 we are scheduled to have a planning Worksession. There will be a variety of topics including the CMPAS group presentation, engineering follow-up, and likely some feedback from department heads on their equipment and material needs. Of particular note should be the engineering section, many projects have been completed and several will be beginning in 2020. This are mostly related to the water/flooding mitigation that needs to be resolved and the sump inspection program that will be starting this year. Chris Koppel, the CEO, of CMPAS will be here to discuss the future of our electric utility. I met with him in late January and there are 3 studies currently ongoing, a generation study, a transmission study, and a distribution study. This information should be available in the fall and will allow us to make some decisions regarding how we want the program of operations to continue, most clearly relating to a possible desire to have local generation, possibly via solar, and the acquisition of some transmission ability which should allow us to recoup certain costs over time.
- Request to attend Legislative Conference March 19<sup>th</sup>, cost is **\$109 to LMC**.

## **Meetings and Events Attended**

January 13 Planning and Zoning Meeting  
January 14 Staff Meet-and-Greet, Admin transition w/ Nancy  
January 15 CMPAS Meeting-Blue Earth  
January 16 City Attorney Briefing/Electrical Service Territory Acquisition  
Annual Chamber of Commerce Meeting  
January 20 PW CIP Review, Needs Assessment  
Library Director/Board Hiring Process Update  
January 21 Park & Recreation Board  
Business after Hours-McKern Financial  
January 22 Regular City Council  
January 23 Bigelow Voigt review meeting  
Admin Transition Meeting  
Public Works Review Discussion  
City Engineer  
January 24 Safety Training  
Safety Committee  
504 Development Meeting  
January 27 Review of Thompson CUP  
EDA Bylaws Review  
January 28 Blaine's 8<sup>th</sup> review meeting  
Towards Zero Deaths-Kasson PD  
Employee Review  
EDA subcommittee meeting  
January 29 Library hiring subcommittee  
Enterprise Rental Leasing Meeting  
January 30 EDA business walk-about: Main Street  
Position Review with Library Director  
Department Heads meeting  
SE MN League of Municipalities  
January 31 Personnel Committee Meeting  
Chris Koppel-CMPAS meeting  
February 1 Kasson Firefighters Annual Awards Banquet  
February 2 PW Shop facility tour  
February 4 Kasson EDA  
Ice Arena Department Head meeting  
KARE meeting  
February 5 Mn DOT Hwy 57 roundabouts meeting  
February 6 City Engineer  
De Cook Development Intro  
February 7 Ice Arena Inspection/Review

EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
KASSON, MINNESOTA

HELD: February 12, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Kasson, Minnesota, was duly called and held at the City Hall in said City on the 12<sup>th</sup> day of February 2020, at 6:00 o'clock P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND  
SPECIFICATIONS AND ORDERING  
ADVERTISEMENT FOR BIDS

WHEREAS, the consulting engineers for the City have prepared final plans and specifications for the construction of CCTV Inspection of Kasson Sanitary Sewer in the City, and such plans and specifications have been presented to this Council for approval;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Kasson, Minnesota:

1. Such plans and specifications are hereby approved and ordered placed on file in the office of the City Clerk.
2. The City Clerk shall prepare and cause to be inserted in the official city newspaper and Quest Construction Document Network an advertisement for bids upon the making of such improvements under such approved plans and specifications.

The advertisement shall be published in each of said publications at least once not less than three weeks before the date set for opening bids, shall specify the work to be done, shall state that bids will be publicly opened on Marth 5<sup>th</sup>, 2020 at 9:30 o'clock A.M. at City Hall in said City and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

The motion for the adoption of the foregoing resolution was seconded by member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA )  
COUNTY OF DODGE ) ss  
CITY OF KASSON )

I, the undersigned, being the duly qualified and acting Clerk of the City of Kasson Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original minutes on file and of record in my office, and the same is a true and correct transcript of the minutes of a meeting of the City Council held on the date therein indicated, insofar as the same relates to a resolution approving plans and specifications and ordering advertisement for bids for on 16<sup>th</sup> Street NE Improvements for said City.

WITNESS my hand as such Clerk and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk

(SEAL)

**Specifications and Contract Documents for  
CCTV Inspection of Kasson Sanitary Sewer  
Kasson, MN**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Bryan Kaemingk*

\_\_\_\_\_  
Bryan Kaemingk, P.E.

*2/3/20*  
\_\_\_\_\_  
Date

*55492*  
\_\_\_\_\_  
License. No.

**whks**

engineers + planners + land surveyors

## CITY OFFICIALS

MAYOR

Chris McKern

CITY COUNCIL

Duane Burton  
Dan Egger  
Melisa Ferris  
Lonnie Zelinske

CITY ADMINISTRATOR

Timothy Ibisch

PUBLIC WORKS DIRECTOR

Charlie Bradford

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CCTV INSPECTION OF KASSON SANITARY SEWER  
KASSON, MN  
2020

ADVERTISEMENT FOR BIDS

Public notice is hereby given that sealed proposals will be received by the City of Kasson, MN at the City Hall, Until 9:30 a.m. on March 5, 2020 for furnishing materials and labor for construction of CCTV Inspection of Kasson Sanitary Sewer as described in plans and specifications thereof now on file in the office of the City Administrator. Proposals will be opened at 9:30 a.m. at the City Hall. Proposals will be acted upon by the City Council at a meeting to be held in the City Hall, beginning at 6:00 p.m. on March 11th, 2020 or at such later time and place as may then be fixed.

The extent of the work involved is furnishing all labor and materials for construction of the CCTV Inspection of Kasson Sanitary Sewer together with related subsidiary and incidental work including:

162,572 L.F. CCTV  
120 HR Heavy Cleaning

The method of construction shall be by Contract and all work is to be done in strict compliance with plans and specifications prepared by WHKS & Co., 2905 South Broadway, Rochester, Minnesota 55904 which have heretofore been approved by the City Council and are now on file for public examination in the office of the City Administrator.

Each bid must be made out on a proposal blank furnished by the City and obtained at the offices of WHKS & Co.

Each proposal shall be sealed in an envelope marked "CCTV Inspection of Kasson Sanitary Sewer". Each bid must be accompanied by a certified check, cashier's check or bid bond payable to the City of Kasson, Minnesota in the amount of at least 5% of the total bid as a guarantee that the bidder will furnish the required bonds and enter into a contract within ten (10) working days, excluding Saturday, Sunday and holidays, after the award of the contract.

Contractor's written approach and project reference list, as described in the Plans and Specifications, are required to be submitted with each Proposal.

Bidders shall not be permitted to withdraw their bids for a period of sixty (60) days after the same are opened.

Payment for said CCTV Inspection of Kasson Sanitary Sewer will be made in cash from cash on hand, from governmental grants, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety-five (95%) of said estimate. Final payment of money due will be made in cash no later than sixty (60) days after substantial completion. Date of substantial completion shall be determined by the date when construction is sufficiently completed so that the Owner or Owner's representative can occupy or use the improvement for the intended purpose.

The Owner reserves the right to withhold up to two hundred and fifty percent (250%) of the cost to correct deficient work or complete work known at the time of substantial completion. Payment of money due will be made in cash no later than sixty (60) days after completion of the work.

The Owner reserves the right to withhold one percent (1%) of the total contract amount or five hundred dollars (\$500), whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractors. "Final paperwork" shall be defined as any documents required to fulfill contractual obligations, including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, material certifications and warranties, DBE final clearance, NPDES Permit Termination, withholding exemption certificate, etc. Payment of money due will be made in cash no later than sixty (60) days after submission of all final paperwork.

The Contractor shall commence work after the Notice to Proceed is issued and shall be completed on or before December 18, 2020 for Alternate A or May 7, 2021 for Alternate B.

The successful bidder will be required to furnish a Performance and Maintenance Bond and a Payment Bond, both in an amount equal to one hundred (100) percent of the Contract price. Said bonds are to be issued by a responsible surety, approved by the City Council, and which shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of one (1) year from and after its completion and acceptance by the City.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, Rochester, Minnesota, which plans and specifications and prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Administrator, City Hall, Kasson, MN, for examination by bidders. Bid forms, plans and specifications are available to download for a \$25 charge at [www.questcdn.com](http://www.questcdn.com), or may be obtained from WHKS & Co., 2905 South Broadway, Rochester, MN 55904 for a non-refunded cost of \$100.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of the City Council of the Kasson, Minnesota.

---

Timothy Ibisch  
CITY ADMINISTRATOR  
City of Kasson, Minnesota

## INFORMATION FOR BIDDERS

### Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council  
Kasson, MN  
Bid for CCTV Inspection of Kasson Sanitary Sewer

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he/she has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if a partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Facsimile Proposals will not be considered, but modifications by facsimile of Proposals already submitted will be considered if received prior to the time set for the bid opening.

### Proposal Submittals

The bidders must include the following information with the proposal.

1. Proposal Form, Responsible Contractor Statement (part of the Proposal Form), and Bid Security as described in the Notice for Bidders.
2. Written Approach for completing specified work. Written approach should be two to five pages and shall contain the following information:
  - a. Approach for completing work in residential and off-road areas.
  - b. Approach for completing work during high flow conditions.
  - c. Public notification process,
  - d. Weekly Schedule updates process
  - e. Quality Assurance and Quality Control process.
  - f. Name and Experience record of the foreman(s) which may be assigned to the job.
  - g. Televising log software to be used.
3. List of at least three references of previous projects with a minimum of 100,000 L.F. of CCTV with sizes up to 24-inches in residential and off-road areas utilizing the required software.

This contractors Written Approach shall be used by the City for determining the qualifications of the Contractor and to determine if the Contractor is the lowest responsible bidder.

### Proposal Guaranty

See Bid Announcement for requirements and responsibility.

### Award

The Owner will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, to reject any unresponsive bid, or to waive any technicalities in bids received. One contract will be awarded for the total project televising work based on the low total bid for the Alternate selected. Owner will select one Alternate at their discretion.

Bidders may bid on either or both Alternates.

### Time for Completion

The work shall commence after the Notice to Proceed is issued and shall be completed within the time frame stated in the Bid Announcement. Any extension of time shall be at the discretion and express approval of the Owner. Interim completion dates apply as described in the Specifications.

### Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the Owner, he/she shall be held liable, as stated in the Special Provisions.

### Return of Proposal Guaranty

Proposal guarantees of the lowest two or more bidders may be retained until a contract is awarded or rejection made, but not to exceed the time period listed in the Bid Announcement. Other proposal guarantees shall be returned after the review and tabulation of bids is completed.

### Owner

Whenever the term "Owner" appears in these specifications, it shall mean the City of Kasson, MN.

### Engineer

Whenever the term "Engineer" appears in these specifications, it shall be understood to mean WHKS & Co., Engineers, Planners, and Surveyors or their duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

### Drawings

The drawings which show the details of the work specified herein are designated the "Plans" and form an integral part of the specifications and contract documents.

### Right-of-Way

The Owner will furnish all property, easements or right of way necessary for the construction of the project. The Contractor shall conduct their operations within the right of way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

## Payment

The Contractor should refer to the Bid Announcement for the method of financing and work progress payments.

## Pre Construction Meeting and Schedule of Work

The pre construction meeting shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. Representatives of the various utility companies will be invited to the pre construction meeting to begin early coordination and cooperation. At this meeting the Contractor shall provide the Owner with the following:

- A. Traffic control plan for work within the public rights-of-way of the City of Kasson or Dodge County.
- B. Televising schedule, acceptable to the Owner, for the entire inspection area. This will not relieve the Contractor of the responsibility of seeing that the job progresses according to the working schedule prepared by him and furnished to the Engineer at the pre-project meeting.
- C. Inspection areas needing clearing and grubbing, fill material, snow removal or other work to allow access for the Contractor to complete the televising work.
- D. List of any and all Subcontractors, which shall include the Subcontractor's name, address, phone number, the operations or part of the work he will perform, and the name of the Superintendent or Foreman who will be in charge of each operation.
- E. Contractor may be required to submit sample video recordings from recently completed projects demonstrating the picture quality obtained for pipe diameters up to 24 inches. The intent is to ensure that the best possible picture quality is made available to the Owner/Client.

## Bond and Insurance

The Contractor shall present the following documents before completion and signing of the contract:

- A. Performance Bond equal to 100% of the contract amount.
- B. Payment Bond equal to 100% of the contract amount.
- C. Maintenance Bond whereby the Contractor expressly agrees to maintain the work for one (1) year from the date of final acceptance by the Owner. It is understood and agreed that the maintenance shall cover all repairs and replacements made necessary by defects in material and workmanship and such maintenance shall be provided without additional charge or cost to the Owner.
- D. The Contractor shall file with the Owner proof of insurance coverage meeting the requirements of Section 6.1 of the General Conditions.

### Sales Tax

All sales and use taxes associated with the project construction shall be included in the Contractor's bid and said taxes shall be paid by the Contractor.

### Plan Charge

Plans and specifications are available to download for \$25 at [www.questcdn.com](http://www.questcdn.com), please use eBidDoc as stated in the Advertisement for Bids. Paper copies can be obtained for a non-refundable deposit of \$100 from WHKS & Co., 2905 South Broadway, Rochester, MN 55904.

### Minnesota Department of Revenue Forms

On all contracts greater than \$100,000, out-of-state contractors must file Form SD-E Exemption from Surety Deposits for Out-of-State Contractors) with the Minnesota Department of Revenue. Contractor shall provide a copy of the certified form to the Engineer.

Before final payment can be issued the Contractor must submit a certified Form IC-134 (Withholding Affidavit for Contractors) to the Engineer.

### Prompt Payment to Subcontractors Provisions

Minnesota Statute 471.425 states that the Contractor must make prompt payments to subcontractors on public improvement construction projects. A progress payment or final payment to a subcontractor for satisfactory performance of the subcontractor's work shall be made within ten (10) days of the Contractor's receipt of payment for that subcontractor's work. The Contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### Addenda

No interpretation of the meaning of the Plans, Specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to WHKS & Co., 2905 S. Broadway, Rochester, MN 55904 and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be delivered to all prospective bidders (at the respective address furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

Bidders shall file their names and addresses with the Engineer in order that any addenda, which may be issued, may be mailed to them.

## Substitution of Materials

### A. Substitution or approval of materials prior to bidding

Whenever any particular brand or make of material or apparatus is hereinafter called for, every bidder, submitting a Bid upon this Specification and the accompanying Drawings, obligates himself to the use of such brands and makes, or of such other brands or makes as shall have been duly approved by the Engineer and the Owner in the manner described herein.

Whenever any article or any material is specified by a reference to the name of any manufacturer or dealer, or by specific reference to the catalogs of manufacturers or dealers, the intent is to establish a standard of excellence which the Engineer and the Owner have determined upon as requisite and necessary for this Project, and subject only therefore, to such modifications as the Engineer and the Owner may make in accordance with the procedure given in this article. It is, therefore, mandatory and binding upon the bidders to abide within the limits of the restrictions imposed.

Where the words "or equal", "as selected", "approved", "approved make" or other synonymous terms are used in reference to material, quality, methods or apparatus in lieu of or in addition to other specific references, it is to be distinctly understood that the approval of any such substitutions is vested in the Engineer whose decision shall be final and binding upon all concerned.

The intent of this Specification is not to ELIMINATE PROPERLY QUALIFIED ENTRANTS FROM COMPETITION, but to confine the bidding on the part of Contractors, manufacturers and dealers, to those whose standing and qualifications are such that the Engineer and the Owner feel warranted in giving them their approval. If, however, any bidder desires to have consideration given to INDIVIDUALS, FIRMS, MATERIALS, BRANDS, MAKES, ETC., OTHER THAN SPECIFIED, he may have the privilege at any time prior to ten days (240 hours) of the hour and day set for the opening of Bids of submitting or causing to be submitted to the Engineer for his approval, any such matters. Request for approval of materials or equipment shall be submitted to the Engineer in writing at 2905 S. Broadway, Rochester, MN 55904, at any time prior to the established deadline. Requests received after the established deadline will not be considered. All requests shall clearly define and describe materials or equipment for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product.

If, therefore, the same shall receive the Engineer's approval, or if the Engineer himself shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made only by addendum duly numbered, dated and issued and delivered to each bidder receiving a set of Contract Documents, so that the bidders may have an opportunity to avail themselves of any such information prior to the submission of their proposals.

It is hereby understood and agreed by all bidders that all Bids will be based upon materials and equipment as specified or approved via addendum by the Engineer and the Owner as acceptable on this project.

Where specific reference has been made to one or more brands, or makes or materials, no substitution will be considered or permitted after the Bids have been opened, except as the Owner may elect in accordance with the following provision of these Specifications.

B. Substitution or approval of materials after bidding

Since all Bids are based upon materials and equipment as specified or approved prior to bidding, the Engineer and the Owner will not consider substitutions after bidding except in such cases where it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, etc. Requests for such substitutions of materials after the award of a Contract shall be made in writing to the Engineer with a copy to the Owner and shall be made within ten days of the date that the Contractor ascertains he cannot obtain the material or equipment specified. Such request shall be accompanied by a complete description of the material or apparatus on which a substitution is desired to be made. Substitution of materials or apparatus other than those specified will not be accepted except upon the recommendation of the Engineer to the Owner and with written approval of the Owner.

Responsible Contractor Requirements

Contractor shall submit to the Owner a signed statement under oath by a company owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, Section 16C.285, Subdivision 3. This statement is included as part of the Proposal Form.

The term 'responsible contractor' as used in these Contract Documents means a contractor as defined in Minnesota Statutes, Section 16C.285, Subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria outline in Minnesota Statutes, Section 16C.285, Subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. A prime contractor shall submit to the Owner upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, Subdivision 3, Clause 7.

To be a responsible contractor, the bidder must verify that, at a minimum, it:

Is in compliance with workers' compensation and unemployment insurance requirements.

Is registered with the Department of Revenue and Department of Employment and Economic Development if it has employees.

Has a valid federal tax identification number or a valid Social Security number if an individual.

Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain labor and wage laws.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain laws related to construction contractors, construction codes, and licensing.

Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.

Has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification. Is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.

In addition, all subcontractors the contractor intends to use to perform project work must have verified to the contractor through a signed statement under oath by a company owner or officer that they meet the minimum criteria listed above.

PROPOSAL FORM

Proposal of \_\_\_\_\_  
(Name of Bidder)

of \_\_\_\_\_  
(City) (State)

To construct CCTV Inspection of Kasson Sanitary Sewer

TO: The City Council  
Kasson, Minnesota

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

<u>Beginning Date</u> 10 days after Notice to Proceed	<u>Interim Completion Dates</u> See Division 1 of Special Provisions	<u>Final Completion Date</u> See Advertisement for Bids (Alt. A or Alt. B.)
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Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

Item	Description	Quantity	Unit	ALTERNATE A		ALTERNATE B	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Traffic Control	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
2	Heavy Clean	120	HR	\$ _____	\$ _____	\$ _____	\$ _____
3	Root Cutting	15,000	LF	\$ _____	\$ _____	\$ _____	\$ _____
4	Final Project Reports	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
5	6-inch CCTV	1,000	LF	\$ _____	\$ _____	\$ _____	\$ _____
6	8-inch CCTV	131,043	LF	\$ _____	\$ _____	\$ _____	\$ _____
7	10-inch CCTV	2,230	LF	\$ _____	\$ _____	\$ _____	\$ _____
8	12-inch CCTV	13,434	LF	\$ _____	\$ _____	\$ _____	\$ _____
9	15-inch CCTV	7,786	LF	\$ _____	\$ _____	\$ _____	\$ _____
10	18-inch CCTV	7,856	LF	\$ _____	\$ _____	\$ _____	\$ _____
11	24-inch CCTV	224	LF	\$ _____	\$ _____	\$ _____	\$ _____
				TOTAL BID (ALTERNATE A)		TOTAL BID (ALTERNATE B)	
				\$ _____	\$ _____	\$ _____	\$ _____

**The undersigned company owner or officer verifies under oath they are in compliance with Minnesota Statutes, Section 16C.285, Subdivision 3 and meet all of the minimum criteria outlined in the statute to be considered a 'responsible bidder'. Any prime contractor or subcontractor that does not meet the minimum criteria or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.**

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

The Contractor understands that this Proposal is binding upon him/her for a period of sixty (60) days from and after the opening of all bids for this proposed construction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Owner/Officer Printed Name

\_\_\_\_\_  
Company Owner/Officer Signature

Address \_\_\_\_\_

E-mail \_\_\_\_\_

PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

\_\_\_\_\_ (Hereinafter called the "Principal")

of \_\_\_\_\_

a/an \_\_\_\_\_  
duly authorized by the law to do business as a Construction Contractor in the State of Minnesota and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Minnesota, are held and firmly bound unto City of Kasson, MN (hereinafter called the "Obligee,") in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_th day of \_\_\_\_\_, the said Principal entered into a written agreement with said Obligee for the construction of CCTV Inspection of Kasson Sanitary Sewer as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Minnesota, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for MAINTENANCE PERIOD years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the \_\_\_th day of \_\_\_\_\_.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:  
\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

\_\_\_\_\_  
(Hereinafter called the "Principal")

of \_\_\_\_\_

a/an \_\_\_\_\_

duly authorized by the law to do business as a Construction Contractor in the State of Minnesota and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the

"Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Minnesota, are held and firmly bound unto Kasson, MN (hereinafter called the "Obligee,") in the

penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the \_\_\_ day of \_\_\_, 2020 the said Principal entered into a written agreement with said Obligee for the construction of CCTV Inspection of Kasson Sanitary Sewer as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:  
\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

CONTRACT

This contract, made as of the \_\_ day of \_\_\_\_\_, 2020, by and between the Kasson, MN, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed CCTV Inspection of Kasson Sanitary Sewer hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Rochester, MN.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: \_\_\_\_\_ (\$ \_\_\_\_\_) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
City State

\_\_\_\_\_  
Owner

ATTEST:

\_\_\_\_\_  
By

\_\_\_\_\_  
CITY ADMINISTRATOR

\_\_\_\_\_  
City State

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## GENERAL CONDITIONS

### DEFINITIONS

1.1 **Contract** is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefore. The contract includes the Contract Documents listed below. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed shall govern.

- a. Contract
- b. Addenda to Contract Documents
- c. Other Legal and Procedural Documents
- d. Proposal
- e. Bid Announcement
- f. Special Provisions
- g. Detailed Specifications
- h. Plans
- i. General Conditions
- j. Performance and Maintenance Bond
- k. Proposal Guaranty

1.2 **Engineer** is the Engineer named in the Contract Documents or his/her representative duly authorized to act for the Engineer.

1.3 **Owner** is the Owner named in the Contract Documents.

1.4 **Contractor** is the individual, firm, partnership or corporation, and his/her, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenant or corporation, or his/her, their or its surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used, as referring to the work "Contractor" it shall mean the Contractor as defined above.

1.5 **Subcontractor** is any person, firm or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract, but does not include one who only furnishes material.

1.6 **Proposal** is the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.7 **Bid Announcement** is the Notice of Hearing and Letting or Advertisement for Bids.

1.8 **Performance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

1.9 **Maintenance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a maintenance guaranty on the part of the Contractor furnished in accordance with the applicable statutes or as specifically required by the terms of the Contract or Contract Documents.

1.10 **Payment Bond** is the approved form of security furnished by the Contractor and his/her surety as a guaranty of payment to subcontractors and suppliers in accordance with the applicable statutes.

1.11 **Surety** is the person, firm or corporation who executes the Contractor's required bonds.

1.12 **Specifications** shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.

1.13 **Plans** shall mean the detailed construction drawings or sketches furnished to the Contractor.

1.14 **Written Notice** shall be considered as served when delivered in person or sent by mail to the individual, firm or corporation or to the last business address of such known to him/her who serves the notice.

- a. **Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his/her business address until completion of Contract.

1.15 **Act of God** means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

1.16 **Working Day** is any day the Contractor can work six hours or more, excluding Saturday, Sunday or Legal Holidays.

## INFORMATION FOR BIDDERS

- 2.1 **Form of Proposal:** Each Proposal shall be made on a form prepared by the Engineer and included as one of the Contract Documents. The Proposal shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- 2.2 **Discrepancies:** In case of a difference between the unit price amount of a bid item and the extension total amount of a bid item, the unit price amount shall govern.
- 2.3 **Modifications:** Proposals shall not contain any modifications of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Facsimile proposals will not be considered, but modifications by facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.
- 2.4 **Examination of Contract Documents And Visit To Site:** Before submitting a Proposal, bidders shall carefully examine the plans, read the specifications and the other Contract Documents, visit the site of work and fully inform themselves as to all existing conditions and limitations.
- 2.5 **Delivery of Proposals:** Proposals shall be delivered by the time and to the place stipulated in the Bid Announcement. It is the sole responsibility of the bidder to see that his/her Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the bidder unopened.
- 2.6 **Withdrawal:** Any bidder may withdraw his/her Proposal, either personally, by facsimile or written request, at any time prior to the scheduled closing time for receipt of Proposals.
- 2.7 **Bid Letting:** Proposals will be opened and publicly read aloud at the time and place set forth in the Bid Announcement.
- 2.8 **Award of Contract:** The Contract will be awarded to the lowest, responsive, responsible bidder complying with these instructions and with the Bid Announcement. The Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner. No bidder may withdraw his/her Proposal for a period of 30 days after the date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.
- 2.9 **Interpretation of Documents:** If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he/she shall submit to the Engineer a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addenda duly issued and copies of the Addenda will be delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

2.10 **Addenda:** All addenda issued during the time of bidding or forming a part of the Contract Documents issued to the bidder for the preparation of his/her Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged on the Proposal Form.

2.11 **Bidders Interested in More Than One Proposal:** No person, firm, or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a subproposal to a bidder or who has quoted prices on materials to a bidder is not disqualified from submitting a subproposal or quoting prices to other bidders.

2.12 **Errors:** To insure against accidental errors, the Contractor shall read carefully the contract documents before preparing his/her Proposal.

2.13 **Proposal Guaranty:** Each Proposal shall be accompanied by a guaranty of the form and in the amount indicated in the Contract Documents.

2.14 **Preparing the Proposal:** In preparing the Proposal, the bidder shall specify the unit prices, written legibly in ink or typewritten, at which he/she proposes to do each item of work. The unit price shall be stated in figures and the total amount of each item shall be computed by the bidder based on the unit prices bid for the quantities given in the Proposal.

2.15 **Estimate of Quantities:** The estimate of quantities listed in the Proposal is approximate only and is to be used only as a basis of comparing bids. Any later change in the quantities will not affect the previous selection of the low bidder and any change in quantities less than twenty percent (20%), or as provided by law, shall not require the approval of the Contractor.

## DRAWING, SPECIFICATIONS AND RELATED DATA

3.1 **Intent of Plans and Specifications:** The intent of the Plans and Specifications is that the Contractor furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner and to fully complete the work or improvements ready for use, occupancy and operation by the Owner.

3.2 **Discrepancies in Plans:** Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer. The Engineer shall promptly correct such error or omission in writing. Any work performed by the Contractor after discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

3.3 **Copies of Plans and Specifications Furnished:** Except as provided for otherwise, all required copies of Plans and Specifications necessary for the execution of the work shall be furnished to the Contractor.

3.4 **Plans and Specifications at Job Site:** One complete set of all Plans and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

3.5 **Ownership of Plans and Specifications:** All original or duplicated Plans and Specifications and other data prepared by the Engineer shall remain the property of the Engineer.

3.6 **Dimensions:** Listed dimensions on the Plans shall be used in preference to scaling the Plans. Where the work of the Contractor is affected by finish dimensions, these dimensions shall be determined by the Contractor at the site and he/she shall assume the responsibility therefore.

3.7 **Models:** All models prepared for this work shall become the property of the Owner at the completion of the work.

3.8 **Samples:** Samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor. Samples shall be furnished so as not to delay fabrication and to allow the Engineer reasonable time for the consideration of the samples submitted.

3.9 **Shop Drawings:** The Contractor shall provide shop drawings, schedules and such other drawings and samples as may be necessary for the prosecution of the work in the shop and in the field. Drawings shall include, but not necessarily be limited to, all equipment, materials, machinery, piping layouts, electrical line drawings, structural steel, reinforcement, and apparatus required to be furnished under this Contract.

Reviews by the Engineer of Shop Drawings and Samples for any material, apparatus, devices, and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Such review shall not relieve the Contractor from responsibility for errors of any sort on the Shop Drawings. If the Shop Drawings or Samples deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviation in writing accompanying the Shop Drawings or Samples, including the reasons for the deviation.

Shop Drawings shall be submitted according to the following schedule:

- a. A minimum of six copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of work.
- b. The Engineer will return all Samples or all but three Shop Drawing copies to the Contractor marked with corrections and changes.
- c. The Contractor shall then correct the Shop Drawings or Samples to conform to the corrections and changes requested by the Engineer.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Engineer three copies of the Shop Drawings conforming to the required corrections and changes.
- e. One copy of all Shop Drawings used shall be kept in good condition at the job site by the Contractor.
- f. Upon submittal of corrected Shop Drawings, the Contractor shall also furnish the Engineer with two copies of operating and maintenance manuals, spare parts catalogs and equipment maintenance data sheets with nameplate data for each item of mechanical, electrical and process equipment and the source of procurement of spare parts.

**3.10 Quality of Equipment and Materials:** In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
- b. The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials or equipment shall be used unless approved in writing.

**3.11 Equipment Approval Data:** The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. The submittal shall be compiled by the Contractor and approved by the Engineer before the equipment is ordered.

- b. Each data sheet or catalog in the submittal shall be indexed according to specification section and paragraph for easy reference.
- c. After written approval, this submittal shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer.
- d. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, unless he/she has in writing called the Engineer's attention to such items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
- e. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He/she shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Plans and Specifications.
- f. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of the Plans and Specifications and to make all changes in the work required by the different arrangement of connections.

3.12 **Surveys:** Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of grade stakes, slope stakes and bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and set other necessary construction stakes, including batter boards, stakes for individual pile locations and other working points. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the Contractor or resulting from his/her negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

3.13 **Discrepancies in Surveys:** If the Contractor, in the course of the work finds any discrepancy in the layout of the work as given by the grade stakes, slope stakes or other references given for construction procedures, he/she shall immediately inform the Engineer of such discrepancy. The Engineer shall promptly verify the same and shall make corrections where they are required. Any work performed by the Contractor after such discovery, until authorized, shall be accomplished at the Contractor's risk.

## ENGINEER-OWNER-CONTRACTOR RELATIONS

4.1 **Engineer's Responsibility and Authority:** The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Sections 1 through 8 of these General Conditions and shall not be extended without written consent of the Owner and Engineer.

The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures or the health and safety precautions and programs incident thereto, and he/she will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

4.2 **Engineer's Decisions:** All claims of the Owner or the Contractor shall be presented to the Engineer for decision, which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final, except in cases where time and/or financial considerations are involved. In these cases, disputed decisions shall be subject to mediation or arbitration.

4.3 **Suspension of Work:** The Owner shall have the authority to suspend the work, wholly or in part, for such period or periods as he/she may deem necessary due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's permission.

4.4 **Arbitration:** Should there be any dispute or any questioned decision of the Engineer which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he/she has written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within twenty (20) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

- a. No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- b. Arbitration shall be in accordance with the procedure and standards of The American Arbitration Association and/or the applicable State Statutes.

In lieu of arbitration, if both parties agree, the dispute may be submitted for mediation.

4.5 **Observation of Work:** The Contractor agrees to complete the construction in conformity with

the contract documents regardless of the extent or character of the observation. All materials and each part or detail of the work shall be subject at all times to construction observation. Such observation may include mill, plant or shop observation and any material furnished under this contract is subject to such observation. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

4.6 **Resident Observation:** The Resident Engineer or Resident Observer shall observe the work being performed. The primary purpose of this function is to help assure the Contractor's compliance with the plans and specifications and does not guarantee the Contractor's performance nor does it relieve the Contractor of his/her responsibility to construct the work in accordance with the Plans and Specifications. The Observer's duties do not include construction means, methods or procedures used by the Contractor. The Contractor is solely responsible for construction means, methods, procedures and job-site safety.

4.7 **Examination of Completed Work:** If requested by the Engineer, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as Extra work. Should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

4.8 **Contractor's Superintendence:** A qualified superintendent shall be on the project site and shall give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor and all directions given to the superintendent shall be considered given to the Contractor. The Engineer's instructions shall be confirmed in writing upon written request from the Contractor.

4.9 **Lands by Owner:** The Owner shall provide the lands shown on the Plans upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.

4.10 **Lands by Contractor:** Any additional land and/or access thereto not shown on the Plans that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his/her apparatus, storage of materials and operation of his/her workmen to those areas described in the Plans and Specifications and to such additional areas which he/she may provide as approved by the Engineer.

4.11 **Private and Public Property:** The Contractor shall not enter upon private property for any purpose without obtaining permission. The Contractor shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the project area, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall notify all public and private utilities and use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until so directed. The Contractor shall bear the cost of repair for all damage caused by his/her negligence.

4.12 **Assignment of Contract:** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his/her right, title or interest therein, or his/her obligations thereunder, without written consent of the other party.

4.13 **Removal of Construction Equipment, Tools and Supplies:** At the termination of the Contract and before acceptance of the work by the Owner, the Contractor shall remove all equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them.

4.14 **Suspension of Work by Owner:** The work or any portion thereof may be suspended at any time by the Owner provided that he/she gives the Contractor five (5) days' written notice of suspension and sets forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten (10) days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume work within ten (10) days of the date fixed in the notice of suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 8.11.

4.15 **Owner's Right to Correct Deficiencies:** Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, the Owner may, after five (5) days' written notice to the Contractor, correct such deficiencies, at the Contractor's expense, without prejudice to any other remedy he/she may have.

4.16 **Owner's Right to Terminate Contract and Complete the Work:** The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon, and may finish the work by whatever method and means he/she may select. It shall be considered a default by the Contractor whenever he/she shall:

- a. Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors, or
- b. Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

4.17 **Contractor's Right to Suspend Work or Terminate Contract:** The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Engineer for the following reason:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his/her employees.

4.18 **Rights of Various Interests:** Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

4.19 **Separate Contracts:** The Owner may let other contracts requiring coordination of the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his/her work and to report to the Engineer any irregularities which will not permit him/her to complete his work in a satisfactory manner. Failure to notify the Engineer of such irregularities shall indicate the work of the other Contractors has been satisfactorily completed to receive this work.

4.20 **Subcontracts:** The Contractor shall submit to the Owner the names of the subcontractors proposed for the work. Subcontractors may not be changed except with the approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his/her subcontractors, and of their direct and indirect employees, to the same extent as he/she is responsible for the acts and omissions of his/her employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

4.21 **Work During an Emergency:** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he/she shall notify the Engineer of the emergency as soon as practicable, but he/she shall not wait for instructions before proceeding to properly protect both life and property.

4.22 **Oral Agreements:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, nor shall any of the provisions of the Contract Documents be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed upon waiver or modification in writing.

## MATERIALS AND WORKMANSHIP

5.1 **Materials Furnished by the Contractor:** All materials used in the work shall meet the requirements of the respective Specifications and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

5.2 **Materials Furnished by the Owner:** Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he/she shall notify the Engineer. The Contractor shall be responsible for material loss or damage after receipt of Owner-furnished material.

5.3 **Storage of Materials:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or leasee of the property.

5.4 **Character of Workers:** The Contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them.

5.5 **Rejected Work and Materials:** All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are, in any way, unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Engineer and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove and store the materials.
- b. Correction of Faulty Work After Final Payment shall be in accordance with Paragraph 8.19.

5.6 **Manufacturer's Directions:** Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned by the Contractor as directed by the Manufacturer unless specified to the contrary.

5.7 **Cutting and Patching:** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the contract documents to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Engineer.

5.8 **Restoration of Site:** The Contractor shall remove from the Owner's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from the construction operations. The Contractor shall remove all surplus materials leaving the site smooth, clean and true to line and grade. Upon failure to do so within seventy-two (72) hours after request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and deducted from the final payment.

5.9 **Guarantee:** The Contractor shall guarantee all work and material against all defects for the period specified in the Bond Form or Special Provisions. The Contractor shall repair or replace any such defective work and/or material to conform to the provisions of this Contract and without expense to the Owner within (10) days after notification in writing by the Owner of such defective work or material. If the Contractor shall not have made such repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform the work so as to cause the Owner a minimum of inconvenience and interruption of services.

## INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

6.1 **Insurance:** The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as will protect the Contractor and subcontractors, and which shall indemnify and save harmless the Owner and the Engineer and their officers, agents and employees from and against all claims for bodily injury, death or property damage which may arise from the Contractor's operations under this contract. The insurance shall be in effect whether such operations be by the Contractor or any subcontractor or by anyone directly or indirectly employed by the Contractor and subcontractor. Said insurance shall be provided by an insurance company having an A.M. Best rating of "A" or better.

Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company, nor shall the limits be reduced, without thirty (30) days written notice to the Owner and the Engineer of intention to cancel. The amounts of such insurance shall be not less than the following:

- a. Workers' Compensation - A standard workers' compensation policy approved for use in the state in which the work is to be completed shall be issued with the following coverages.
  - 1. Statutory Benefits covering all employees injured on the job by accident or disease.
  - 2. Employer's Liability Insurance with the following limits:

(a)	Bodily injury by accident	\$	500,000	each accident
(b)	Bodily injury by disease	\$	500,000	each accident
(c)	Bodily injury by disease	\$	500,000	policy limit
  - 3. Waiver of Subrogation in favor of the Owner and Engineer.
  - 4. Applicable Federal insurance coverages when required.
- b. Commercial General Liability Insurance with the minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property which occur on the premises under contract or arise out of the operations in performance of the contract.

1.	General Aggregate Limit	\$	2,000,000
2.	Products' Completed Operations Aggregate Limit	\$	2,000,000
3.	Personal and Advertising Injury Limit	\$	1,000,000
4.	Each Occurrence Limit	\$	1,000,000

- |    |                                       |    |        |
|----|---------------------------------------|----|--------|
| 5. | Fire Damage Limit (any one fire)      | \$ | 50,000 |
| 6. | Medical Damage Limit (any one person) | \$ | 5,000  |

The above insurance must include the following features:

1. Coverage for all premises and operations.
  2. Personal and Advertising injury.
  3. Operations by independent contractors or subcontractors.
  4. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
  5. Inclusion of the Owner and Engineer as an additional insured on the Commercial General Liability Insurance on a primary and non-contributory basis.
  6. Waiver of Subrogation in favor of the Owner and Engineer.
  7. If the policy is a claims-made policy, coverage shall remain in effect for a period of two (2) years after the project is complete.
  8. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. Pollution coverage limits shall be \$1,000,000.
- c. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property which arise out of operations in performance of the contract.
- d. Railroad Protective Liability Insurance if required by the Owner in the Special Provisions or by an affected railroad. The Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said Policy shall be furnished to the railroad and a certified copy of said Policy shall be furnished to the Owner prior to any construction or entry upon the railroad premises by the Contractor.
- e. Umbrella/Excess Insurance - At the Contractor's option, the limits specified in Section 6.1, a, b and c may be satisfied with a combination of primary and Umbrella/Excess Insurance. Umbrella Insurance shall be in the minimum amount of \$2,000,000.

- f. **Builder's Risk Insurance (Property Insurance)** - Unless otherwise provided in the Special Provisions, the Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial contract amount. Such insurance shall allow for partial utilization of the work by the Owner and shall be maintained until final acceptance of the work by the Owner.

Builder's Risk Insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings, debris removal, materials and equipment in transit, materials and equipment stored at the site or another location approved by the Owner.

Testing and startup services shall be included or the Contractor shall notify the Owner in writing forty eight (48) hours prior to testing or startup so the Owner can ensure that Boiler and Machinery coverage is in place.

- g. **Proof of Insurance** - The Contractor shall, prior to the Owner's approval and execution of the contract, provide to the Owner a certificate(s) of insurance documenting all required insurance coverages as required in this Section 6.1, utilizing the ACORD certificate form, or equivalent form.

Copies of additional insured endorsements and waivers of subrogation shall also be provided with the certificate of insurance.

**6.3 Performance Bond:** The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.4 Maintenance Bond:** The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond whereby the Contractor agrees to maintain the work for the time specified in the Contract Documents. The maintenance shall cover all repairs and replacements made necessary by defects in materials and workmanship. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.5 Payment Bond:** When required in the Contract Documents, the Contractor shall, at the time of execution of the contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.6 Patents and Royalties:** If any design, device, material or process covered by letters of patent or copyright is used by the Contractor, he/she shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

**6.7 Permits:** All temporary permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

**6.8 Laws to be Observed:** The Contractor shall give all notices and shall comply with all applicable Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work; with all such orders and decrees as exist or may be enacted by bodies or tribunals having any jurisdiction or authority over the work; and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree.

**6.9 Warning Signs and Barricades:** The Contractor shall provide adequate signs, barricades, fencing, lights and watchperson and take all necessary precautions for the protection of the work and the safety of the public.

**6.10 Public Safety and Convenience:** The Contractor shall at all times conduct the work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

**6.11 Crossing Utilities:** When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

**6.12 Sanitary Provisions:** The Contractor shall provide and maintain such sanitary accommodations for the use of his/her employees and those of subcontractors as may be necessary to comply with local and State health requirements and regulations.

**6.13 Use of Explosives:** Blasting will not be permitted in any case without specific approval of the Owner and then only under such restrictions as may be required by the proper authorities and only when the Contractor has adequate blasting insurance in force.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and place in compliance with local laws and ordinances and all such storage places shall be clearly marked "Dangerous - Explosives". No explosive shall be left in an unprotected manner along or adjacent to any existing roadway or public place.

## PROGRESS AND COMPLETION OF THE WORK

7.1 **Notice to Proceed:** Following the execution of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such effort as to secure the completion of the work within the time stated in the Contract Documents.

7.2 **Schedule of Completion:** The Contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work. Said schedules shall include dates at which the Contractor will start the several parts of work and estimated dates of completion of the several parts.

7.3 **Changes in the Work:** The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such changes.

7.4 **Extra Work:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Provisions shall be done in accordance with the best practice as approved by the Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

7.5 **Extension of Contract Time:** A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner or by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer. The Contractor shall immediately give written notice to the Engineer and Owner of the cause of such delay.

7.6 **Use of Completed Portions:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Engineer may determine.

## MEASUREMENT AND PAYMENT

8.1 **Detailed Breakdown of Contract Amount:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

8.2 **Progress Payments:** Where the project financing permits, the Contractor shall be entitled to monthly progress payments corresponding to the stage of the work. Progress estimates will be prepared by the Contractor not later than thirty (30) days after commencing work and every thirty (30) days thereafter, if so entitled, for the duration of the construction. These progress payments shall be based upon an approximate estimate of quantities of work completed and considered acceptable multiplied by the unit prices established in the Contract.

Cost of materials, properly stored, protected and insured at the site of work will be paid on monthly estimates only for the specific materials listed therein for partial payment. In preparing the monthly estimates, advancement will be made therein for ninety percent of the cost of such materials, as evidenced by invoices to the Contractor. All materials must conform to the requirements of the Specifications; however, advancement for materials will not constitute acceptance and any faulty material will be condemned although advancement may have been made for same in the estimates. Deductions at the same rates and equal in amount to the advancements will be made on the estimates as the material is used.

Quantities used for progress estimates shall be considered only as approximate and provisional and shall be subject to recalculations, adjustment and correction by the Engineer in subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimate, shall not be construed as acceptance of the corresponding work or materials.

Payment of the retained percentage shall be withheld for a period consistent with applicable state law following the final acceptance by the Owner and shall be paid to the Contractor at the expiration of said time period in event no claims, as provided by law, have been filed against such funds. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action and to cover attorney fees.

8.3 **Engineer's Action on a Request for Payment:** Within ten (10) days of submission of the Request for Payment by the Contractor, the Engineer shall:

- a. Approve the Request for Payment as submitted.
- b. Approve such other amount as he/she shall decide is due the Contractor, informing the Contractor in writing of the reasons for approving the amended amount.
- c. Withhold the Request for Payment, informing the Contractor in writing of the reasons for withholding it.

**8.4 Owner's Action on an Approved Request for Payment:** Within thirty (30) days, when monthly payments are specified, from the date of approval of a Request for Payment by the Engineer, the Owner shall:

- a. Pay the Request for Payment as approved.
- b. Withhold payment in accordance with Paragraph 8.5 informing the Contractor and the Engineer in writing of the reasons for withholding payment.
- c. Withhold any payment in accordance with statutory requirements.

**8.5 Owner's Right to Withhold Payment of an Approved Request for Payment:** The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect him/her from loss for any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer.

- a. Defective work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
- d. Damage to another contractor.
- e. Conflict with legal requirements.

**8.6 Interest on Unpaid Requests for Payment:** Should the Owner fail to pay, unless otherwise regulated by statute, an approved Request for Payment within sixty (60) days from the date of approval by the Engineer, and should he/she fail to inform the Engineer and the Contractor in writing of the reasons for withholding payment, the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of six percent (6%) per annum until payment is made.

**8.7 Responsibility of the Contractor:** Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents and complete said work within the time specified plus any additional time extensions that might be granted by the Owner.

Should the Contractor fail to complete the work within the time specified, he/she shall pay the Owner all extra cost for engineering and observation, as evidenced by suitable vouchers, and such damages as may be shown to have been incurred by the Owner due to failure to complete the work within the time limit.

**8.8 Payment for Uncorrected Work:** Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

**8.9 Payment for Rejected Work and Materials:** The removal of work and materials rejected and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor and he/she shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and subsequent replacement of acceptable work.

- a. Removal of rejected work or materials and storage of materials by the Owner shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his/her intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

**8.10 Payments for Extra Work:** Written notice of claims for payments for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Engineer to proceed with the Extra Work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices which formed the basis of the original Contract.
- b. A lump sum based on the Contractor's estimate, approved by the Engineer and accepted by the Owner.
- c. Actual cost plus 10% for overhead and profit.

**8.11 Payment for Work Suspended by the Owner:** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor, the Contractor will be entitled to payment for all work done on the portions so abandoned, plus 10% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

**8.12 Payment for Work by the Owner:** The cost of the work performed by the Owner in removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the Contractor.

**8.13 Payment for Work by the Owner Following His/Her Termination of the Contract:** Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner and approved by the Engineer.

**8.14 Payment for Work Terminated by the Contractor:** Upon suspension of the work or termination of the Contract by the Contractor, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

**8.15 Payment for Samples and Testing of Materials:** Samples shall be furnished by the Contractor at his/her expense.

- a. Initial testing of samples and materials furnished shall be arranged and paid for by the Owner. Subsequent testing due to failed tests shall be paid for by the Contractor.

**8.16 Acceptance and Final Payment:** When the Contractor has completed the work in accordance with the terms of the Contract Documents, the Engineer shall state his/her acceptance to the Owner and his/her approval of the Contractor's Final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. After acceptance of the work by the Owner, the Owner shall release the Contractor, except as to the conditions of the Bonds, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

**8.17 Termination of Contractor's Responsibility:** The Contract will be considered complete when all work has been finished, the final review made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in these Contract Documents.

**8.18 Correction of Work After Final Payment:** The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defect, discovered within the time stated in the Maintenance Bond, from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph.

**8.19 No Waiver of Legal Rights:** Should an error be discovered in or payment of unauthorized work be made by the final estimate or should dishonesty on the part of the Contractor be discovered in the work, the Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error, to recover the overpayment, or to make good the defects in the work resulting from the Contractor's dishonesty.

Revised 07/14

SPECIAL PROVISIONS  
CCTV INSPECTION OF KASSON SANITARY SEWER  
KASSON, MINNESOTA  
2020

SPECIAL PROVISIONS – DIVISION 1 - GENERAL

1. Scope

The scope of the work includes the televised inspection of approximately 162,500 linear feet of local and interceptor sanitary sewer ranging in diameter between 8 inches and 24 inches. The base bid also includes 120 hours of heavy cleaning for removal of grit, sludge and debris from the sewer lines. Cleaning of the sewer shall only be performed if necessary to complete the televised inspection. Sewer heavy cleaning shall require the authorization of the Owner and Engineer prior to commencement of work.

The televising work is intended to determine the general condition and note any defects of the sewer lines, particularly those contributing inflow or infiltration (I/I) of clear water into the sanitary sewer.

The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services, and technical competence for performing all operations required to professionally execute the internal cleaning and televising of sewers in strict accordance with this specification and applicable drawings, and subject to the terms and conditions of the contract.

2. Location

The project is located generally within the city limits of the City of Kasson, Minnesota. Color aerial maps showing the general location of sewer lines to be televised are included in these contract documents. Some sanitary manholes are Off-Road and may be difficult or impossible for a televising truck to access due to terrain, construction or distance from a paved road. The Off-road locations are generally shown on the maps. Other manholes with difficult or impossible access may exist which are not shown as Off-Road on the maps. The Contractor will need to provide specialized equipment to access those manholes. Specific requirements are included in these contract documents.

3. Specifications

The following contractual documents and specifications and any amendments or addenda made prior to the date of bids, are hereby made a part of this Contract by reference:

“Traffic Controls for Street and Highway Construction and Maintenance Operations” of the latest edition of the Minnesota Manual on Uniform Traffic Control Devices.

The Contractor shall comply with the current requirements of Code of Federal Regulations (CFR) 29, Part 1926, Safety and Health Regulations for Construction (OSHA). Project safety shall be the responsibility of the Contractor.

4. Project Schedule

All work must be completed before date listed in the Specifications unless otherwise agreed by the City.

The parties hereby agree that damages occasioned the Owner by the Contractor's failure to complete the work within the Contract time are difficult to measure. Therefore, if the Contractor does not complete all work under this Contract as required here-in above, the Contractor shall pay to the Owner the sum of Nine Hundred and 00/00 Dollars (\$900.00) per calendar day as agreed liquidated damages accrued by the Owner as a result of not having 100% use of the facilities and for administrative costs and professional services. Said payment of liquidated damages at the daily rate stated above shall continue until all work is satisfactorily completed as specified and so determined by the Engineer. The Owner shall have the right to collect the above described liquidated damages by deducting said amounts from funds payable to the Contractor or by such other means as are available. In addition to the above liquidated damages for delay in performance, the Owner reserves all rights and remedies he may have against the Contractor for breach of Contract. Time is of the essence.

**Interim Completion Dates**

The contractor is required to have the following footage and associated submittals completed and submitted to the Engineer by the following dates.

Alternate A interim completion Dates shall be the following:

<b>Date</b>	<b>Requirement</b>
August 7, 2020	Total of 30,000 L.F.
September 11, 2020	Total of 60,000 L.F.
October 21, 2020	Total of 90,000 L.F.
November 6, 2020	Total of 120,000 L.F.
Final Completion Date as listed in the Bid Announcement	Completed Project

Alternate B interim completion Dates shall be the following:

<b>Date</b>	<b>Requirement</b>
February 5, 2021	Total of 60,000 L.F.
March 5, 2021	Total of 90,000 L.F.
April 2, 2021	Total of 120,000 L.F.
Final Completion Date as listed in the Bid Announcement	Completed Project

5. Agricultural Fields

The Contractor shall be aware of trunk lines in active agricultural fields. The manholes in these fields cannot be accessed when the fields are in use by the owner. The Contractor is expected to have access to the locations in late fall to early spring. Refer to attached maps for locations.

## 6. Progress and Completion

The Contract Time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor if he/she makes a claim therefore in accordance with the General Conditions. Such delays shall include delays caused by fire, flood, labor strikes, epidemics, abnormal weather conditions, or Acts of God. A weather condition which is not more extreme than has occurred at the closest official weather recording stations in the most recent five year period will not be considered an abnormal weather condition. The term "Act of God" as used herein above shall be defined as an inevitable accident; such as an extraordinary interruption of the usual course of events that no experience, foresight or care which might reasonably have been expected could have foreseen or guarded against it, as lightning or tornadoes.

The stated time for contract completion shall include the time required for the prestart-up meeting, and any delays caused by the failure of the Contractor to provide the Owner with an acceptable picture quality on the video recordings. No time extension shall be permitted to allow the Contractor to make major equipment modifications once the Notice to Proceed has been issued. In addition, the Contractor shall execute the field work in a continuous manner and shall not leave the project for more than four continuous days without prior written approval of the Owner. Delays due to extended rain shall be permitted and time extensions shall be granted in writing at the written request of the Contractor.

## 7. Cross References

The cross references listed in several Sections of these Specifications shall be used as a general guide only and shall not determine or limit the extent of the work required by the balance of the Specifications or Drawings.

## 8. Applicable Codes and Regulations

All work shall conform to the requirements of all National, State, or local laws, ordinances, building codes, or other regulations that are in effect at the place of work.

## 9. Sundays, Holidays, and Overtime

Any work necessary to be performed after regular working hours on Sundays, or legal holidays, shall be performed without additional expense to the Owner. Additionally, the Contractor shall reimburse the Owner for additional Engineering expenses incurred during such period of Sunday, legal holiday, or after regular working hours when work is being performed.

## 10. Sales Tax, Permits, Licenses and Miscellaneous Fees

The Contractor shall pay all sales, consumer, use and similar taxes required by the law where the work is to be performed. The Contractor shall be responsible for obtaining all the necessary permits and licenses required by law. Any utility connections, charges, or other miscellaneous fees shall be paid by the Contractor.

## 11. Existing Facilities

Information concerning depths of flow, manhole depths, debris in the sewer lines, accessibility of manholes, traffic conditions, ongoing road construction and other considerations are to be the

sole responsibility of the Contractor to obtain, verify and to incorporate the necessary provisions into the overall contract price to complete the specified work under the conditions existing in the sewers to be inspected. It shall be understood that the bidder will conduct his own investigation of surface and subsurface conditions to his own satisfaction before submittal of bid.

Before submitting a bid, each bidder must examine the Contract documents thoroughly, visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work; and study and carefully correlate bidder's observations with the Contract documents. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this provision and that the Contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

12. Items Incidental to Project

Items of work for which no pay items are included in the bid proposal but necessary for successful completion of the work shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to, the following:

- Investigative work done to determine the surface and subsurface conditions of the inspection area.
- Maintenance, protection, replacement and/or restoration of property.
- Transportation and disposal of debris from cleaning of sanitary sewers.
- Bypass Pumping
- Water
- Electricity
- Exposing Manholes less than 2-feet deep

13. Compensation for Increased or Decreased Quantities

There will be no quantities which are subject to unit price modification for increased or decreased quantities as defined by the MN DOT specification and General Conditions.

14. Maintaining Traffic Flow

A traffic pattern on City streets and alleys shall be maintained to provide emergency vehicle access to all property or as close as good televising planning will permit.

Cooperation with City, County, and State Officials, adjacent property owners, other Contractors, Engineers, and observers will be required at all times.

15. Street Closings

1. The Contractor shall notify the City Staff, the Fire Department, and the Police Department at least 48 hours prior to the closing of any streets. Warning signs and barricades shall be provided to adequately alert motorists of the closed streets. The Contractor shall phase the televising to limit the traffic disruption during the project. All work concerning signs, barricades, lighting, flag persons, or other traffic and safety devices shall be conducted in accordance with MnDOT requirements, as detailed in

Traffic Control for Short Term Street or Highway Work Zones. The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to comply with these requirements.

2. Inspection operations shall be conducted to cause the least possible conflict with existing traffic. Roadways shall be open, passable, and functional at all times.

Public safety shall be mandatory at all times throughout the performance of the work.

16. Investigation of the Site and Oral Agreements

The Contractor shall investigate the nature and location of the work, the general and local conditions including but not limited to existing electrical distribution and other utilities, transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, fuel, roads, and uncertainties of weather, or other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered and the character of equipment and facilities needed prior to and during the prosecution of the work. The Contractor's failure to properly conduct such investigation shall not relieve him from the responsibility for performing the work for the Contract Sum.

No oral agreement or conversation with any officer, agent, or employee of the Owner or the Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations contained in the Contract Documents.

17. Signs and Barricades

The Contractor shall furnish, erect, and maintain all signs, barricades, fencing, etc. to adequately mark and protect the televising area. Flashing lights shall be provided for nighttime marking.

18. Precedence Within the Specification

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

19. Televising Site Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for their employees in connection with the work. Furthermore, the Contractor is responsible to provide a safe work site for employees and/or representatives of the Owner.

The Contractor shall comply with all Federal, State, and local safety requirements. The Contractor shall have a current safety plan and a designated safety officer.

20. Historical/Archaeological

If, during the course of televising, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Director,

Minnesota State Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Environmental Protection Agency and the Owner. Compensation to the Contractor if any, for lost time or changes in televising to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

#### 21. Onsite Representative

The Contractor shall have a competent and reliable representative on the project at all times. Only the best established practice of workmanship shall be used throughout the course of the work.

#### 22. Protection of Property

Special care shall be taken to minimize property disturbed by the work. The Contractor shall be held responsible for any damages sustained to public or private property as a result of the work. The Contractor shall restore and replace all such damaged property at his/her expense.

Clearing and grubbing of any inspection area shall be the responsibility of the Owner. The Contractor shall not remove or prune any tree with a trunk diameter greater than 1". The Contractor shall be responsible for delays in the work resulting from clearing and grubbing requests made after the pre-project meeting. The Owner must be given notice not less than 7 days prior to requested clearing and grubbing work.

The Owner will provide snow removal to allow the Contractor to access the inspection areas during winter months. The Owner will prioritize the removal of snow and higher priority will be given to snow removal from City streets, but will normally respond to Contractor's request for snow removal within 48 hours.

#### 23. Lift Stations

Contractor shall be aware of six (6) lift stations in the project area. Lift stations are generally located at:

- North West Lift Station: Along 240<sup>th</sup> Ave approximately one quarter mile North of 12<sup>th</sup> St NW
- Little's Lift Station: Intersection of 22<sup>nd</sup> St NE and 11<sup>th</sup> Ave NE
- Main WWTF Lift Station: Approximately 450 ft North of 16<sup>th</sup> St NE along the WWTF Driveway
- Green Fields Lift Station (Private): Approximately 200 ft South of Veterans Memorial Highway near Lions Park
- Leth Lift Station (Private): East End of 7<sup>th</sup> St SE
- Investors 96 Lift Station (Private): Intersection of 7<sup>th</sup> St Cir and 8<sup>th</sup> St SE

If needed, the lift stations can be operated to aid in televising adjacent pipes. Coordinate lift station operations with City Staff.

24. Availability of Water

Water will be available at a central location provided by the City of Kasson. There will be no charge for water. At no time shall water be allowed to enter the system. Backflow prevention shall be used to prevent any water from entering the system. Per Division 1-Section 11 water is considered incidental expense and no separate payment will be made.

25. Sanitary Sewer Cleaning Debris Disposal

Sanitary Sewer Cleaning Debris Disposal can be completed at the City of Kasson – Waste Water Treatment Facility (WWTF). There will be no charge for disposal. Coordinate disposal with City staff.

26. Winter Work

The Contractor shall make every effort to removed steam from the pipe line to allow proper visualization of the pipe line during televising.

END

SPECIAL PROVISIONS  
CCTV INSPECTION OF KASSON SANITARY SEWER  
KASSON, MINNESOTA  
2020

SPECIAL PROVISIONS - DIVISION 2 - TECHNICAL

1. CONSTRUCTION LIMITS AND GENERALS

- A. The Contractor shall ensure that all operations are conducted within the public right-of-way and existing utility easements. Any unauthorized encroachments outside these areas shall be the Contractor's responsibility. The Contractor shall be responsible for determining any special methods that he must utilize to confine and minimize the size of the work area and maintain the traffic on all roads and drives, as required by the General Specifications and reference documents.
- B. All debris from cleaning or heavy cleaning of sanitary sewers shall be the property of the Contractor and shall be disposed of off-site. Refer to Division 1 for disposal location.

2. GENERAL PROCEDURES

- A. Debris, grit or sludge in the sanitary sewer that prevents the Contractor from obtaining televising video as described in the Specifications shall be removed prior to televising the sewer line. The Contractor shall make up to two passes with a jet for cleaning prior to televising which is incidental to televising. Heavy Cleaning of debris, grit or sludge is expected in the large diameter trunk lines and Off-Road locations.
- B. Off-Road locations are defined when both upstream and downstream manholes are difficult or impossible to access with a television truck.
- C. The City will aid in locating manholes. The City will excavate manholes buried greater than 2-feet deep.
- D. The Contractor shall remove roots with mechanical cutters so that they do not interfere in any way with the televised inspection of the line.
- E. If 6-inch pipes are present, these pipes can be either recorded with a push camera or self-propelled transporter.
- F. The Contractor shall be responsible for having the necessary camera skids, floats, and rafts available to allow for inspection of these lines in a manner acceptable to the Owner under live flow conditions. The maximum flow depth for televised inspection work is 33% of the pipe diameter.

- G. Where the flow in the sewer is such that the camera is more than 33% under water, the Contractor shall either restrict the flow in the sewer or use a jet to draw the sewage down in front of the camera. Where flow conditions are such that satisfactory televising cannot be performed and restricting the flow will cause backup problems, the Contractor shall provide for the flow of sewage around the section or sections of pipe to be inspected. The bypass shall be made by plugging the line of an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. Temporary pumping and piping shall be the Contractor's responsibility. The Engineer shall be furnished a detail of the bypass plan.
- H. The Contractor may be required to perform inspections during off-peak hours (night inspections), at no additional cost to the Owner, if needed to complete the televising work.
- I. The Contractor shall maintain the operation of the existing sanitary sewer collection system at all times. Backups in the sanitary sewer from the Contractor's activities shall be the responsibility of the Contractor.

3. TELEVISIONING EQUIPMENT

- A. Equipment shall be capable of access manholes in Off-Road areas with uneven and difficult terrain. Some manholes in the Off-Road areas do not have direct access for large televising trucks and equipment.
- B. The equipment shall be capable of televising 1,500 length feet of sewer during one setup. This is due to difficult or impossible access to some manholes with a television truck (Off-Road Locations).
- C. Global Positioning System (GPS) Equipment shall be available and record all physical location of all manholes. Each location should be labeled with their appropriate pipe or manhole ID. The Engineer will supply manhole and pipe IDs to the Contractor. The GPS equipment shall have an accuracy of +/- 1 meter horizontally, and record in Dodge County coordinates.
- D. Cameras shall be mounted on a self-propelled transporter specifically sized for each pipe diameter. Transporters may be conventional camera skids, floating skids or rafts.
- E. Television equipment shall include a 1lux television camera, television monitor, cables, power source, lights, and other equipment. All components of the video system used shall be specifically designed or modified for use in sewer inspection work and operable in 100% humidity conditions. The video system shall produce a minimum 350 line resolution color video picture. In all cases, the picture quality shall be acceptable to the Owner, and if unsatisfactory, equipment shall be removed and no payment will be made.
- F. The camera shall have a 360 degree radial by 270 degree pan-and-tilt viewing field designed to provide a close up viewing of sewer pipe walls and lateral entrances using a moving camera head and directional lighting. The camera lens shall have not less than a 65-degree viewing angle and shall have either automatic or remote focus and iris controls. Focal distance shall be adjustable through a range of 6 inches to infinity.

- G. Lighting and camera quality shall be suitable to provide a clear, in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. Lighting for the camera shall minimize reflective glare. Camera lighting shall be sufficient for use with color inspection cameras.
- H. The remote reading footage counter shall be accurate to one percent over the length of the particular section being inspected and shall be mounted over the television monitor. The location meter, for accurately recording the location of the camera with respect to the reference manhole, shall be a direct reading, above ground, friction clamp device or other suitable equipment. Marking on the cable requiring interpolation of manhole depth is not allowed. The meter shall be capable of reducing readings for reverse movement of the camera and shall be capable of being manually re-zeroed for each new setup.

#### 4. CAMERA OPERATION

- A. The camera shall be moved through the sewer line in either direction at a speed not greater than 30 feet per minute, stopping as necessary to permit proper documentation of the sewer's condition. If during the inspection operations the inspection camera will not pass through the entire manhole section, the Contractor shall reset his equipment so that the inspection can begin at the opposite manhole. If again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete and no additional inspection work will be required. No extra compensation will be made for this additional setup.
- B. In instances where manual or remote power winches are used to pull the camera through the sewer (i.e., where the recording technician does not directly control the winch), constant two-way communication shall be set up between the two manholes of the line being inspected to permit the recording technician to communicate clearly with the crew member controlling the camera's movement.
- C. At each manhole the camera shall pan up towards the casting to document the manholes condition and pipe connections. The manhole pan ups shall be recorded as part of the associated pipe videos. The manhole number shall be superimposed on the video recording.
- D. Accurate and continuous footage readings shall be superimposed on the video recording for each line inspected by remote inspection methods. Also shown shall be the date of inspection and the City's manhole number designation for each manhole on the line section inspected.
- E. Accuracy of the measurement meters shall be checked daily by use of walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at center of the upstream manhole and shall end at the center of the downstream manhole, unless specific permission is given to do otherwise.
- F. The lens of the camera shall be cleaned at each manhole and when directed by the Engineer. Sewers shall not be televised during periods of rainfall when excessive Clearwater is present in the sewer.

5. DOCUMENTATION AND REPORTS

- A. The Contractor shall submit a copy of all televised inspection video and indexes to the Owner after each interim completion date.
- B. All videos shall be professionally labeled showing the Owner's name, the lines recorded on the video, manholes recorded on the video, and the name of the Contractor. All videos shall be submitted in a non-proprietary video format on hard drives. Two (2) duplicate hard drives are required for all submittals. The hard drives will not be returned to the Contractor.
- C. All documentation and videos shall follow the Pipeline Assessment Certification Program (PACP) standard for pipeline defect identification and assessment.
- D. Video recordings shall include an audio track recorded by the inspection technician during the actual inspection work describing the parameters of the line being inspected (i.e., location, depth, diameter, pipe type), as well as describing connections, defects, and unusual conditions observed during the inspection.
- E. An index of all televising video shall also be submitted with each video. The index shall identify the defects noted in each inspected line, location of the defects in the pipe and include the corresponding video information.
- F. At the completion of inspection activities, a final report shall be submitted. Two complete copies of the final report shall be submitted to the Owner within forty-five days of completion of all field activities and within the stated time of completion for this project. The following documentation shall be included in the final report:
  - 1. Digital televising log (Harddrive)
  - 2. Printed televising log
  - 3. Log summaries
  - 4. Video index
  - 5. Photos
  - 6. Final report summary narrative
  - 7. GPS Coordinates for all manholesThe final report shall contain all information in a pdf form on the harddrives as well as a printed form.
- G. Each trunk sewer segment (between 2 manholes) must be saved to an individual file for the digital televising logs.
- H. Each manhole pan up shall be included in the associated pipe segment video.
- I. The Contractor shall furnish software to the Owner, at no additional cost to the Owner, for the purpose of reviewing the logs. The software shall be PipeTech, GraniteNet or preapproved equal. The Contractor shall also provide printed copies of the logs. The furnish software shall include two (2) software licenses for at least one year past completion date.

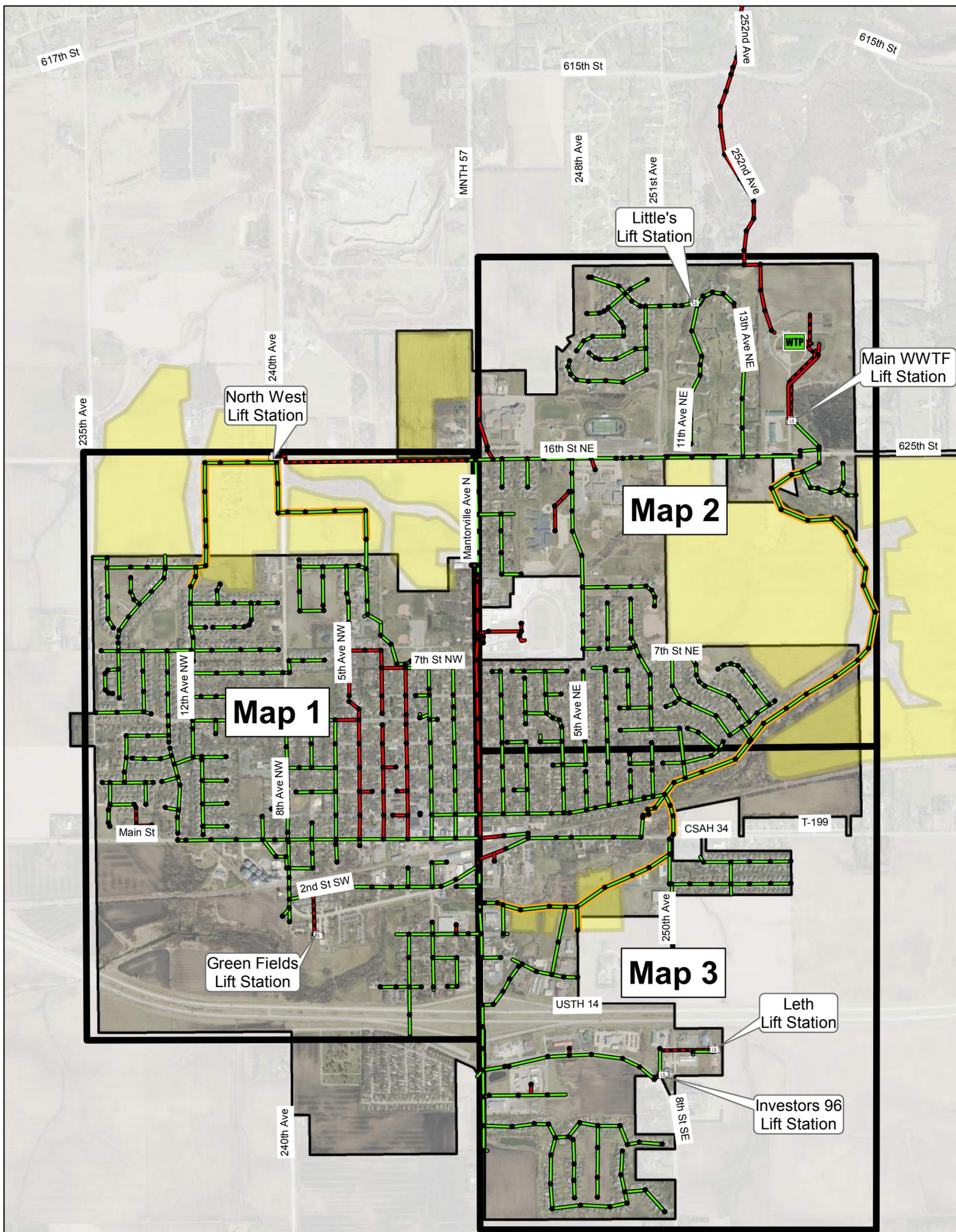
- J. Information on the digital (PACP) inspection logs shall include, but is not limited to, the following:
1. Location of each service connection.
  2. Location of each source of infiltration discovered. An estimate of the flow rate of observed infiltration points shall be made and recorded.
  3. Location of unusual conditions, roots, collapsed sections, presence of scale and corrosion, other discernible features or damage.
  4. Pipe diameter, pipe material, section length.
  5. Deflection in alignment or grade of pipe.
  6. Joints in the pipe.
  7. Date, time, city, street, basin, manhole section, reference manhole number, name of operator, inspector, and weather conditions.
  8. GPS coordinates for all manholes.
  9. An index of corresponding video identification, including pipe and manhole videos.
- K. The measurement of distance to defects is critical in confirming the location of areas to be executed. Locations shall be stated in relation to adjacent manholes. Location of any damaged sections shall also be with respect to the pipe axis.
- L. Televising logs shall be reviewed by the Contractor's technical staff, along with reviewing the associated video record, as a means of insuring that no defects or entries are omitted or incorrect, and as a means of gaining a second opinion as to the condition of each sewer line. Edited field logs shall then be reprinted or typed for use in the final project reports. Direct submittal of copies of the field technician's field logs, without secondary review and summary pages, shall not be acceptable.
- M. Detailed, one-page summaries shall be prepared for each line section inspected, during the data review, presenting the engineer's synopsis of the general line condition and the relative severity of observed defects. Summary sheets shall be submitted in the Final Report.
- N. The Contractor shall take photographs of all faults, points of interest, and where directed by the Engineer during televised inspections. The Owner desires photos of all significant defects observed during remote inspection work. The photos shall be labeled and printed on 8.5 x 11 inch paper for inclusion in the final project reports. No more than four photos may be combined on a single page. The photo pages shall be presented immediately following the inspection report for the line section in which they were taken. Photos shall be also included in the final report hard drives.
- O. A summary narrative shall be provided in each final Owner's report describing the overall conditions found in each associated line section grouping and detailed

summary tables shall also be compiled showing those lines where major and significant defects were located to assist the Owner in subsequent project reviews.

6. MEASUREMENTS FOR PAYMENTS

- A. Project mobilization/demobilization and traffic control shall be paid at the lump sum price bid for this item. Seventy percent (70%) shall be paid on the first pay request, with the remaining thirty percent (30%) being paid once all field activities have been successfully completed and approved by the Owners. Project mobilization/demobilization and traffic control shall not exceed five percent (5%) of the total bid price for this project.
- B. The Contractor shall make up to two passes with a jet for cleaning prior to televising which is incidental to televising. Heavy Cleaning is extra and is expected in the large diameter trunk lines and Off-Road locations. Heavy Cleaning of the sanitary sewer shall be paid at the unit price bid per hour. Quantity listed in the Proposal Form is an estimated amount of time needed. Payment shall be made only for the actual number of hours of cleaning performed. Heavy Cleaning shall be approved by the Engineer prior to use.
- C. Root cutting will be paid by the linear foot. Rooting cutting will only be paid when the roots interfere with the televised inspection of the line. Quantity listed in the Proposal Form is an estimated amount footage needed. Payment shall be made only for the actual length foot of root cutting performed. Root Cutting shall be approved by the Engineer prior to use.
- D. Internal video recordings of the sewer lines shall be paid for at the unit price bid per linear foot of each size pipe. Payment shall be made only for the actual feet of pipe inspected as measured from the center of the manholes. 6-inch sewer lines are not expected. However, a quantity has been provided in the Bid Tab if the sizes are found to be present in the project. 6-inch televising shall be approved by the Engineer prior to use.
- E. Reverse setups (i.e., resetting the inspection equipment to begin inspections from the opposite manhole) shall be incidental to the work.
- F. The interim compilation dates submittals shall be incidental to the actual inspection work.
- G. Final project reports shall be paid at the lump-sum price bid for this item at the time the final reports are received and accepted by the Owner. This bid item shall be no less than five percent (5%) of the total bid price for this project.

END



- LS Lift Station
- WTP Waste Treatment Plant
- Manhole
- Gravity
- Forcemain (Not Included in Project)
- Gravity (Not Included in Project)
- Off-Road Locations
- Agricultural Fields
- City Limits

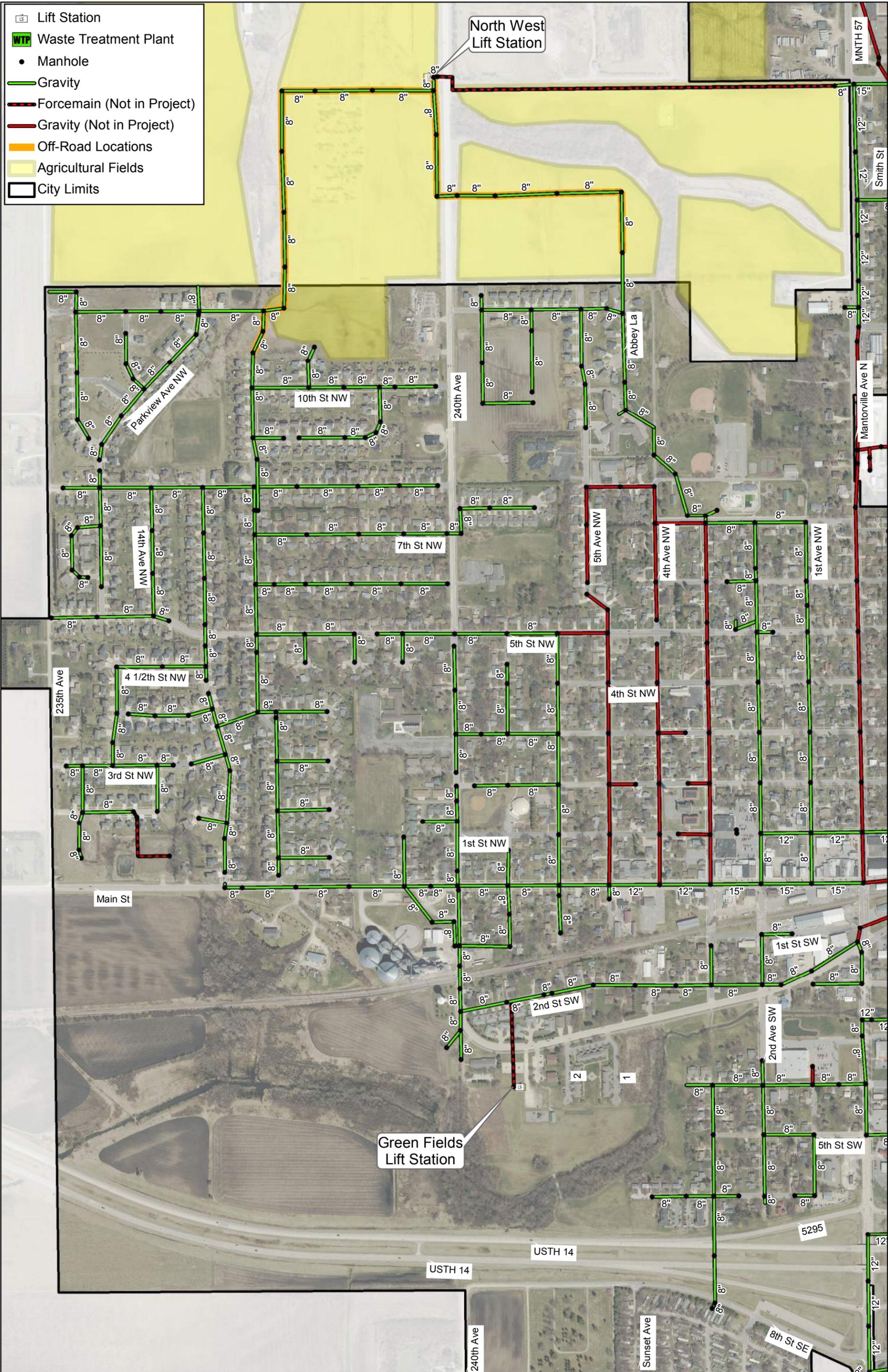
Gravity Sanitary Pipes Only	
Pipe Size (in)	Length (ft)
8	131,043
10	2,230
12	13,434
15	7,786
18	7,856
24	224
<b>Total</b>	<b>162,572</b>

\*Note: Off-Road length approximately 16,300 ft.



2020 CCTV  
Kasson, MN

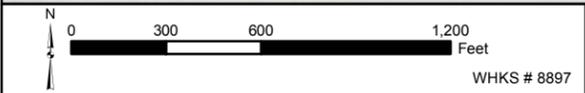




-  Lift Station
-  Waste Treatment Plant
-  Manhole
-  Gravity
-  Forcemain (Not in Project)
-  Gravity (Not in Project)
-  Off-Road Locations
-  Agricultural Fields
-  City Limits

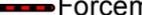
North West  
Lift Station

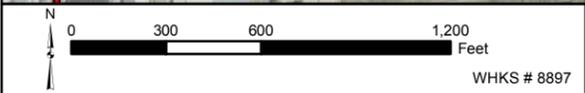
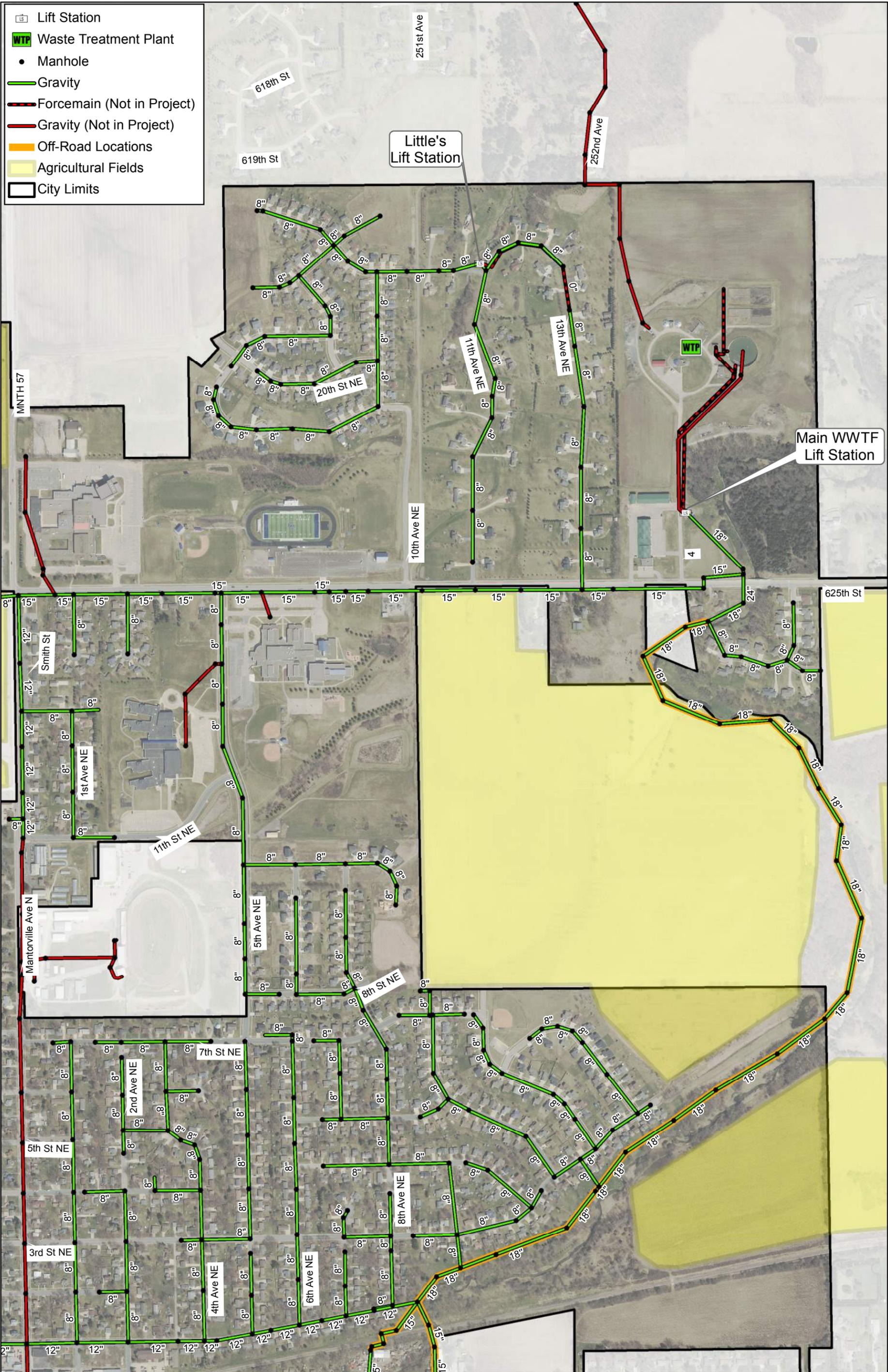
Green Fields  
Lift Station



2020 CCTV  
Kasson, MN

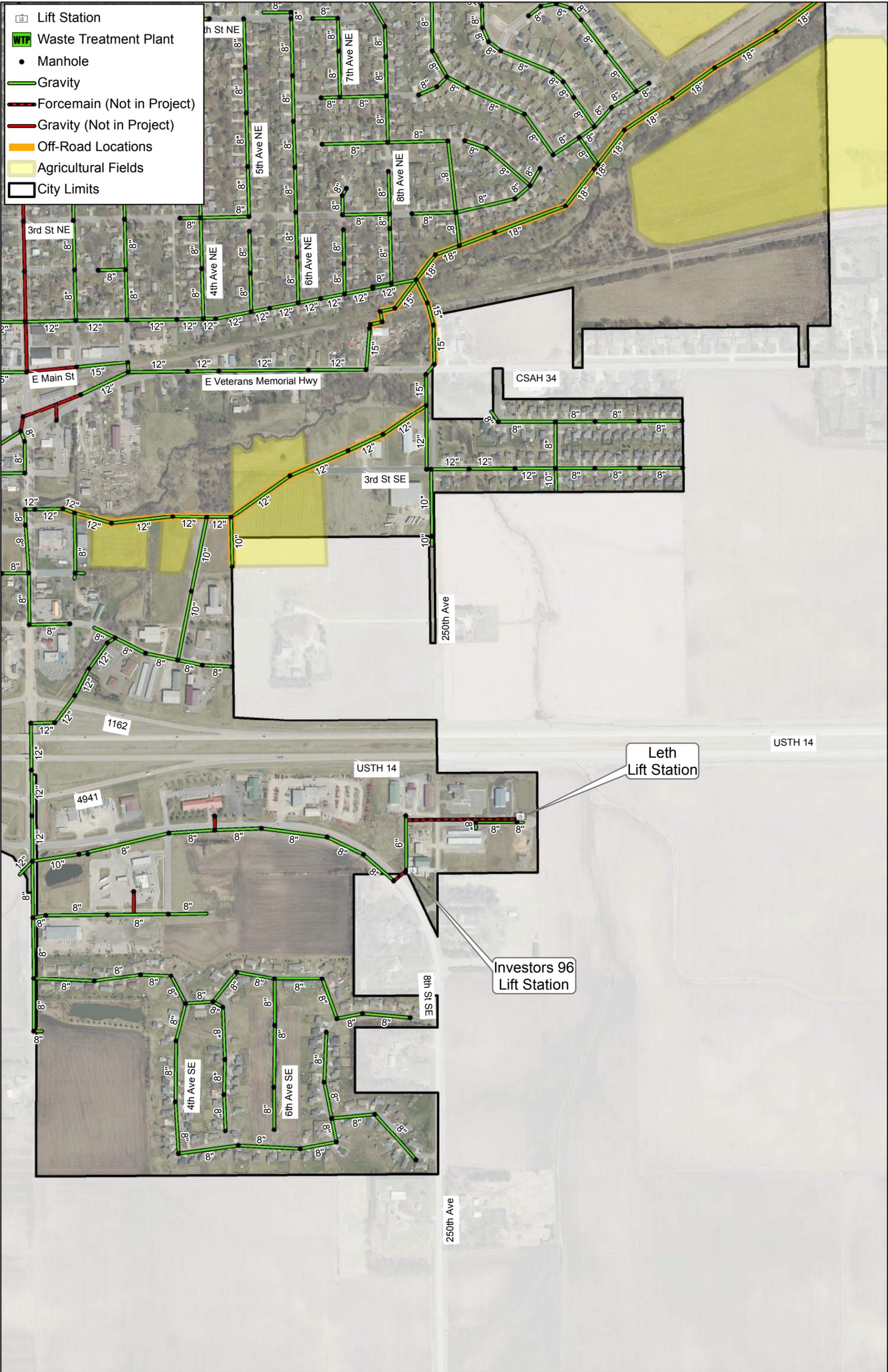


-  Lift Station
-  Waste Treatment Plant
-  Manhole
-  Gravity
-  Forcemain (Not in Project)
-  Gravity (Not in Project)
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-  Agricultural Fields
-  City Limits

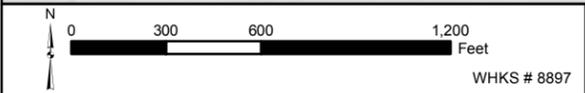


2020 CCTV  
Kasson, MN





-  Lift Station
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2020 CCTV  
Kasson, MN



Chapter

- 50. PUBLIC WORKS GENERALLY
- 51. GARBAGE AND REFUSE
- 52. STORM SEWER UTILITY
- 53. WATER AND SEWERS
- 54. ELECTRICITY AND NATURAL GAS FRANCHISE
- 55. PUBLIC RIGHTS-OF-WAY

**CHAPTER 50: PUBLIC WORKS GENERALLY**

Section

*General Provisions*

- 50.01 Specifications
- 50.02 Definitions
- 50.03 Subdivisions
- 50.04 Financing
- 50.05 Amendments
- 50.06 Conflicting provisions

*Construction Standards*

- 50.20 Generally
- 50.21 Water mains and wells
- 50.22 Sewer mains
- 50.23 Service connections
- 50.24 Sidewalks and boulevards
- 50.25 Streets
- 50.26 Drainage
- 50.27 Connection of sump pump systems to storm sewer or drain tile lines
  
- 50.99 Penalty

**Statutory reference:**

*Authority of city relative to public works generally, see M.S. § 412.221(6), (7), (11), (18)*

**GENERAL PROVISIONS**

**§ 50.01 SPECIFICATIONS.**

The following specifications shall apply to all public works constructed in the city:

- (A) The State Department of Transportation, *Standard Specifications for Highway Construction*; and
- (B) *Standard Utilities Specifications*, City Engineer Association of Minnesota.

(Prior Code, § 18.1-1) (Ord. 556, passed - -; Ord. 748, passed - -)

**§ 50.02 DEFINITIONS.**

All definitions, terms and abbreviations listed in *Standard Specifications for Highway Construction* shall apply with the following amendments.

(A) The words **COMMISSIONER**, **DEPARTMENT** and **CONTRACTING AUTHORITY** shall be construed to mean the city.

(B) The word **ENGINEER** shall refer to the City Engineer or his or her authorized representative.

(Prior Code, § 18.1-2) (Ord. 556, passed - -; Ord. 748, passed - -)

**§ 50.03 SUBDIVISIONS.**

All platting and all subdividing of lands within the city shall be done in accordance with Chapter 152 of this code.

(Prior Code, § 18.1-3) (Ord. 556, passed - -; Ord. 748, passed - -)

**§ 50.04 FINANCING.**

(A) *Generally.*

(1) *Petition for improvements.* All petitions for improvements shall be made no later than January 31 of the year the improvements are to be constructed.

(2) *Petition and waiver.* When improvements are to be constructed in new developments, the City Council may require the developer to sign a petition and waiver, the form of which may be found on file in the office of the Administrator.

(3) *Hearing.* All hearings, as outlined in state statutes and city ordinances, shall be held as required.

(B) *In undeveloped lands.* **UNDEVELOPED LAND** is defined as all areas in the city that are open without any infrastructure improvements, and where the land is usually owned by a developer. In undeveloped lands, public improvements may be installed by the city and assessed to the benefitted property (public financing), or may be financed by the property owner or owners (private financing). The City Council shall make the final decision as to which method of financing will be used.

(1) *Public financing.* In this method of financing, all public improvements will be installed by the city and the costs paid in the following manner.

(a) All storm drainage costs will be assessed to the development on a per lot basis.

(b) All sanitary sewer and water main construction costs will be assessed on a per front foot basis.

(c) All service line construction costs will be paid by the city and assessed on a per unit basis.

(d) All street construction costs, including grading, base, curb and gutter and surfacing, will be assessed on a per foot basis.

(e) Trunk line sewer and water main construction costs will be assessed to the benefitted property on a per lot basis.

(f) All assessments shall be made over a period of 15 years, with a simple interest charge to be set by the City Council.

(g) No assessments will be deferred.

(h) Electrical power lines and transformers shall be installed by the city. The cost of power lines and transformers will be shared by and between the city and the owner/developer. The cost of electrical power lines and transformers to owners/developers shall be set by resolution of the City Council. The city shall furnish and install the meter. The owner/developer shall furnish the service line wire, trench and electric meter socket, which shall comply with the following specifications:

1. Meter socket specifications: Milbank 100 amp U7487XL or equivalent 200 amp U7040XL or equivalent;

2. Service wire specifications: 100 - 150 amps, 2/0 conductor; and (200 amps and services longer than 200 feet or special requirements: 4/0 conductor.)

3. Trenching. Depth according to State Electrical Code for electric services. Warning tape above service line. Upon occupancy of the property, it will be the owner's responsibility to maintain the service line to the house. Prior to the installation of any temporary or permanent electrical connections, the owner/developer shall pay the appropriate fee to the City Administrator's office together with building permit fees and other applicable charges for obtaining the building permit.

(i) The front footage of irregular lots shall be defined as the area of the lot divided by the average lot depth of the rectangular lots in that subdivision.

(j) The property owner or developer shall place in escrow a sum of money equal to 10% of the estimated construction costs. The sum shall be refunded after the first year's special assessments have been paid on the public improvement. With City Council approval, an "irrevocable letter of credit" may be substituted for the escrowed money.

(k) The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Administrator the whole of the assessment on the property, or he or she may make a partial payment pursuant to the ordinance providing therefor, with interest accrued to the date of the payment, and thereafter interest is accrued on the remaining balance of the partially prepaid assessment; except that, no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment.

(l) Where a valid petition and waiver agreement is in place, the City Council may offer to accept interest only payments for three years in order to facilitate development.

(2) *Private financing.* This method of financing shall be used in the following manner: all work shall be performed at the sole expense of the developer or property owner and in accordance with plans, specifications and contract conditions approved by the city. The contractor/developer/property owner shall

place in escrow a sum of money equal to the estimated construction cost or may provide the city with an irrevocable letter of credit equal to the total cost of the project in lieu of the escrowed funds. The developer or property owner shall enter into a contract with the city, the form of which may be found on file in the office of the Administrator. This contract shall include provisions for inspection of construction by the City Engineer or his or her authorized representative.

(3) *Assessment.* In the case of partial reconstruction of a street or construction of a limited number of infrastructure items in developed areas or in areas that are a mixture of developed land and undeveloped land, the city shall assess the benefitted properties on a case by case basis.

(Prior Code, § 18.1-4) (Ord. 556, passed - -; Ord. 627, passed - -; Ord. 652, passed - -; Ord. 682, passed 2-17-1993; Ord. 684, passed 5-19-1993; Ord. 685, passed - -; Ord. 748, passed - -; Ord. 761, passed - -; Ord. 778, passed - -; Ord. 865, passed 11-22-2016)

#### **§ 50.05 AMENDMENTS.**

On recommendation of the City Planning and Zoning Commission, by its own motion, or upon petitions, the Council may cause to be prepared amendments supplementing or changing the regulations herein established. All proposed amendments shall be submitted to the Council for adoption in accordance with established procedures.

(Prior Code, § 18.1-5) (Ord. 556, passed - -; Ord. 748, passed - -)

#### **§ 50.06 CONFLICTING PROVISIONS.**

Whenever any provision of this chapter imposes restrictions which are more restrictive than those imposed by provisions of existing laws or ordinances, the provisions of this chapter shall govern.

(Prior Code, § 18.1-6) (Ord. 556, passed - -; Ord. 748, passed - -)

### **CONSTRUCTION STANDARDS**

#### **§ 50.20 GENERALLY.**

(A) All plans for public works in the city shall be approved by the City Engineer and the City Council.

(B) The City Engineer shall be a civil engineer registered with the state.

(C) All level and grade information shown on construction plans shall be expressed in terms of mean sea level elevation as established by U.S.C.G.S.

(D) All assessment rolls shall be prepared by the City Administrator, with the assistance of the City Engineer.

(E) The construction of public works in the city, including sidewalks, curbs and service connections, shall be performed by city forces, forces under contract with the city or persons or firms having a permit to work on public property.

(F) The City Engineer shall coordinate the use of public property and rights-of-way by public utility companies.

(Prior Code, § 18.1-8) (Ord. 556, passed - -; Ord. 748, passed - -)

#### **§ 50.21 WATER MAINS AND WELLS.**

(A) All additions to the water system in the city shall generally conform to the standards of the A.W.W.A., Great Lakes & Upper Mississippi River Board of State Sanitary Engineers, and shall be approved by the State Department of Health.

(B) All mains shall be placed at a depth of not less than seven feet below the final ground or street surface.

(C) All fire hydrants shall be equipped with two two and one-half inch hose nozzles with national standard threads (No. 7532) and one four and one-half inch pumper nozzle with national standard threads (No. 40524).

(D) All extensions to the water system shall be approved by the State Department of Health.

(Prior Code, § 18.1-9) (Ord. 556, passed - -; Ord. 748, passed - -)

#### **§ 50.22 SEWER MAINS.**

(A) All sewer main construction shall generally conform to accepted engineering practice and to M.P.C.A. and E.P.A. design standards.

(B) All sewer main extensions shall be approved by the state pollution control agency.

(C) All sewer mains shall be constructed at a grade of not less than 0.4%.

(D) All sewer main and service line construction shall meet the air test requirements as defined in the specifications.

(E) All sewer mains shall be constructed of a P.V.C. material conforming to A.S.T.M.D. 3034, SDR 35.

(Prior Code, § 18.1-10) (Ord. 556, passed - -; Ord. 748, passed - -)

### **§ 50.23 SERVICE CONNECTIONS.**

(A) The material used in service connections shall be as follows: water, type "K" copper; sanitary sewer, cast iron standard weight or ductile iron; subdrain, P.V.C.

(B) The minimum sizes for service lines shall be as follows: water, three-fourths inch for single unit residential, as required by the State Plumbing Code for other than single unit residential; sanitary sewer, four-inch for one- and two-unit residential, as required by the State Plumbing Code for other than one- and two-unit residential; subdrain, four inch.

(C) A separate service line shall be constructed to each individual lot or parcel in the city.

(D) The property owner shall be responsible for the maintenance of the service connection from the building to the main.

(E) It shall be the responsibility of the property owner to fit and equip the water service connection with a curb box, which shall be located, whenever possible, in the boulevard adjacent to each lot or parcel. When the water curb box cannot be located in a boulevard adjacent to each lot or parcel, the curb box shall be placed in another location, to be approved by the city. The water curb box shall be constructed in keeping with the State Plumbing Code. The top of the curb box shall be level with the finish grade. No permanent improvements shall be placed over the water curb box.

(F) (1) The city shall furnish the meter for all new construction electrical connections. The owner/developer shall furnish trenching and shall provide the meter socket and service wire, which shall comply with city specifications available in the office of the City Administrator and the City Electrical Supervisor. The city shall supply the pole for connection of an overhead electric service line. All connections shall be made under the supervision of the Public Utility Department.

(2) The city shall furnish power to a pedestal or transformer upon completion of the original installation, but shall not be responsible for repair and/or maintenance of electrical service lines thereafter. The owner/developer shall be responsible for dealing with all obstacles or obstructions including, but not limited to, trees, shrubs, bushes and storage buildings. The city shall be responsible for boulevard trees which interfere with electrical lines.

(3) A fee shall be paid to the city upon request by the owner/developer for installation of any temporary or permanent electrical hookup. The fee shall be set by resolution of the City Council. Upon receipt by the Administrator's office of the appropriate fee, the Public Utility Department shall be notified to install the temporary and/or permanent connection.

(Prior Code, § 18.1-11) (Ord. 556, passed - -; Ord. 613, passed - -; Ord. 748, passed - -; Ord. 865, passed 11-22-2016)

### **§ 50.24 SIDEWALKS AND BOULEVARDS.**

Sidewalk improvements shall be constructed and financed in compliance with the sidewalk ordinance in effect at the time of construction.

(A) All sidewalks shall be constructed of concrete with a minimum thickness of four inches, a minimum width of four feet.

(B) Sidewalks in residential areas shall be located on the public right-of-way one foot from the property line. Sidewalks in commercial and industrial areas may be located immediately behind the curb.

(C) All sidewalks shall be constructed under the supervision of the city.

(D) The use of boulevards shall generally be reserved for trees, sidewalks and utilities. Any other use shall be approved by the City Council.

(Prior Code, § 18.1-12) (Ord. 556, passed - -; Ord. 748, passed - -)

### **§ 50.25 STREETS.**

(A) All streets shall generally be constructed to State Department of Transportation standards.

(B) Residential streets shall be at least 36 feet in width and shall have a minimum axle capacity of seven tons. Arterial streets shall be at least 44 feet in width and shall have a minimum axle capacity of nine tons.

(C) Curb and gutter in residential areas shall be the drive over type. The City Council may elect to use M/DOT B-624 curb and gutter upon request of the property owners. The type of curb and gutter shall be the same in any one block. Curb and gutter in commercial areas shall be the M/DOT B-624 type.

(D) Ramps and other devices as recommended by the State Building Code shall be installed on all new street construction.

(Prior Code, § 18.1-13) (Ord. 556, passed - -; Ord. 748, passed - -)

### **§ 50.26 DRAINAGE.**

(A) The design of storm drainage systems in the city shall generally conform to the standards outlined in the current State Department of Transportation *Drainage Manual* and to accepted engineering practice.

(B) Storm sewer systems shall be designed to accommodate a flow of not less than a Q5.

(C) Materials for drainage systems shall meet all state department of transportation requirements.

(D) A subdrain system shall be installed in all areas where possible. A ***SUBDRAIN SYSTEM*** is defined as an underground drainage system designed to reduce or eliminate the presence of excessive amounts of ground water.

(E) The hydraulic capacity of all natural waterways shall be substantially maintained and in no case shall their capacity be reduced below a Q100 flow. All state and federal flood regulations shall be complied with.

(F) The provisions of Chapter 53 of this code shall be strictly adhered to in the design, construction and maintenance of all drainage works.

(Prior Code, § 18.1-14) (Ord. 556, passed - -; Ord. 748, passed - -)

#### **§ 50.27 CONNECTION OF SUMP PUMP SYSTEMS TO STORM SEWER OR DRAIN TILE LINES.**

(A) All new homes equipped with foundation drainlines and sump pump wells shall be connected to the city storm sewer or to the city drain tile lines where available. The connection of sump pump systems to the city storm sewer or drain tile line system shall be made pursuant to specifications which are on file in the office of the Administrator of the city.

(B) The appropriate city staff person shall inspect the connection of sump pump systems to the city storm system or drain tile line systems. An inspection fee at a rate set annually by resolution of the City Council shall be paid at the time the building permit for a new home is issued.

(Prior Code, § 18.1-15) (Ord. 729, passed - -; Ord. 748, passed - -; Ord. 762, passed - -)

#### **§ 50.99 PENALTY.**

Violation of this chapter is a misdemeanor.

(Prior Code, § 18.1-7) (Ord. 556, passed - -; Ord. 748, passed - -)

## **CHAPTER 51: GARBAGE AND REFUSE**

Section

### ***General Provisions***

51.01 Weed Inspector

51.02 Open areas

### ***Collection and Disposal Generally***

51.20 Pre-collection practices; preparation of refuse

51.21 Refuse containers

51.22 Disposal generally

51.23 Construction wastes

51.24 Hazardous refuse

51.25 Garbage disposal units

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51.42 Term

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51.44 Issuance and display

51.45 Revocation or suspension

51.46 Vehicles

51.47 Regulations generally

#### ***Cross-reference:***

*Air pollution regulations, see § 95.40*

*Streets and Sidewalks, see Ch. 94*

*Water and Sewers, see Ch. 53*

**Statutory reference:**

*Authority of city to regulate garbage and refuse disposal, see M.S. § 412.221(22)*

*Rubbish disposal generally, see M.S. §§ 443.015 et seq.*

## GENERAL PROVISIONS

### § 51.01 WEED INSPECTOR.

(A) The Mayor shall be designated the Weed Inspector and may appoint one or more assistant Weed Inspectors, who shall have the same power, authority and responsibility of the Mayor in the capacity of Weed Inspector.

(B) Local Weed Inspectors shall examine all lands, including highways, roads and alleys, to determine the existence of noxious and other weeds and shall issue directives to the property owner as to proper prevention and eradication methods.

(C) An Assistant Weed Inspector shall be the Public Works Director who shall be compensated at the regular rate of pay for the Public Works Director position.

(Prior Code, § 10-1) (Ord. 769, passed - -; Ord. 784, passed - -)

### § 51.02 OPEN AREAS.

(A) *Generally.*

(1) All open areas and parts of premises shall be maintained and kept in a reasonably clean and neat condition. This requirement shall include, but not be limited to, the removal of dead trees, brush and weeds, garbage and refuse, the removal of inoperable machines, appliances, fixtures and equipment so damaged, deteriorated or obsolete as to have no substantial value and which constitute junk; the removal of lumber piles and building materials not being used in actual construction on the premises unless the premises are being used by a business dealing in or requiring the use of the lumber and materials; and the removal of tin cans, broken glass, broken furniture, mattresses, box springs, boxes, crates, cardboard, tires and other debris. Any weeds or tall grass growing upon any lot or parcel of land in the city are hereby declared to be a nuisance and dangerous to the health, safety and good order of the city.

(2) Nothing in this section shall restrict the activities of duly established and licensed junk yards.

(B) *Nonconforming motor vehicles.*

(1) **MOTOR VEHICLE** means every vehicle which is self-propelled.

(2) No person shall place, park, permit to remain, store or leave upon an open space area of any premises any motor vehicle unless it conforms with all of the following requirements.

(a) The vehicle must have affixed to it a valid current motor vehicle license.

(b) The vehicle must not lack essential parts that would render it inoperable.

(c) The vehicle must not be in a rusted, wrecked, partially dismantled or junked condition.

(3) If a motor vehicle fails to meet any of the above requirements, the owner or possessor of the motor vehicle shall be responsible to remove the motor vehicle to a duly licensed junkyard or other authorized place of deposit or storage within five working days of a demand by the city. In the event the owner or possessor of the motor vehicle cannot be located, then it shall be the responsibility of the owner of the premises to remove the motor vehicle to a duly licensed junkyard or other authorized place of deposit or storage within five working days of a demand by the city.

(C) *Violations a public health hazard.* A person in violation of divisions (A) or (B) above of this section shall be deemed to have created in the city a public health hazard, which is subject to abatement by the city as provided in division (D) below.

(D) *Abatement procedure.*

(1) If the owner or occupant thereof fails within five days after posting by first class mail of a notice to abate a public health hazard contained on any property, the city by and through its authorized personnel may enter upon the property and abate the public health hazard by any reasonable means, including contracting with a private person to do so.

(2) Any expenses incurred by the city in the abatement of a public health hazard under this section shall be the responsibility of the property owner and, if subsequently unpaid, may be assessed against the property as provided in M.S. § 429.101, as may be amended from time to time.

(Prior Code, § 10-1.1) (Ord. 752, passed - -)

## **COLLECTION AND DISPOSAL GENERALLY**

### **§ 51.20 PRECOLLECTION PRACTICES; PREPARATION OF REFUSE.**

Person accumulating garbage, rubbish or refuse shall comply with the following precollections procedures. Commercial establishments handling big cardboard boxes, wooden crates or similar items which cannot be placed in containers, as defined in § 51.21, shall keep the items indoors on an impervious surface or outdoors in fixed large metallic containers which are easily drained and so located as to be easily unloaded by the collector. The containers shall be kept covered at all times.

(Prior Code, § 10-2) (Ord. 752, passed - -)

### **§ 51.21 REFUSE CONTAINERS.**

Refuse containers shall conform to the following regulations.

(A) *Construction.* All refuse containers shall be equipped with suitable handles and tight-fitting covers and shall be water-tight and vermin proof.

(B) *Conditions.* Refuse containers shall be kept by the responsible tenant in a neat, clean and sanitary condition so as to prevent insect breeding, nuisances and unsightly conditions. The containers shall be in good repair and free of ragged or sharp edges or other defects likely to injure or hamper the person using or collecting the contents thereof.

(C) *Replacement.* Any refuse container which does not conform to the provisions of this chapter shall be promptly replaced with a proper container by the responsible tenant or collector supplying the container. Failure to replace the improper container within ten days after receipt of written notice from the City Administrator's office to do so shall constitute a violation of this chapter and shall subject the responsible tenant or collector to the penalties provided therefor.

(D) *Location; identification.* All refuse containers shall be kept as near the rear of the premises as practicable, at the alley if there be an alley at the place, and shall be located so as to be easily accessible to the collector. The containers shall be kept above the ground or on an impervious surface. Each container shall bear the number of the property address or the name of the commercial establishment for the purpose of enabling the collector to return the container to the property and to correctly identify violators.

(Prior Code, § 10-3) (Ord. 752, passed - -)

### **§ 51.22 DISPOSAL GENERALLY.**

It shall be unlawful for any person to collect, transport or dispose of refuse, except a responsible tenant with respect to his or her own refuse, a contractor with respect to his or her own construction waste and a collector licensed by the city.

(Prior Code, § 10-4) (Ord. 752, passed - -) Penalty, see § 10.99

### **§ 51.23 CONSTRUCTION WASTES.**

(A) Construction wastes may be disposed of by the builder, contractor or person responsible therefor without a license or permit in a vehicle normally used for that purpose; provided that, when the construction wastes include paper or other material likely to scatter, the vehicle shall be enclosed or covered in a manner which will prevent the scattering.

(B) A licensed collector is not required to remove construction wastes which have not been stored, as provided in § 51.20, or which are in excess of the quantity agreed to be removed, unless separate arrangements therefor have been made.

(Prior Code, § 10-5) (Ord. 752, passed - -) Penalty, see § 10.99

### **§ 51.24 HAZARDOUS REFUSE.**

No hazardous refuse such as radioactive materials, drugs, poisons, infectious wastes and similar materials shall be picked up by licensed collectors, but shall be stored and transported by the owners or the person responsible therefor to the county disposal area and disposed of in the manner prescribed by the County Environmental Quality Office.

(Prior Code, § 10-6) (Ord. 752, passed - -) Penalty, see § 10.99

### **§ 51.25 GARBAGE DISPOSAL UNITS.**

Household food wastes may be disposed of by means of garbage disposal units which discharge ground garbage into the sewage system of the city.

(Prior Code, § 10-7) (Ord. 752, passed - -)

### **§ 51.26 TRANSPORTATION OF REFUSE.**

It shall be unlawful for any person to haul or transport refuse over or upon any public street, alley or public grounds, unless it is hauled or transported in a tightly covered vehicle or container, so constructed that the

refuse cannot fall out or be scattered in transit.

(Prior Code, § 10-8) (Ord. 752, passed - -) Penalty, see § 10.99

#### **§ 51.27 OPEN BURNING.**

No person shall dispose of refuse by open burning or cause, suffer, allow or permit open burning of refuse in the city.

(Prior Code, § 10-9) (Ord. 752, passed - -) Penalty, see § 10.99

### **COLLECTORS**

#### **§ 51.40 LICENSE REQUIRED.**

Any person desiring to engage in the business of collecting refuse in the city shall first obtain a collector's license from the city.

(Prior Code, § 10-10) (Ord. 752, passed - -)

#### **§ 51.41 APPLICATION.**

All applications for a collector's license shall be addressed to the City Council and shall be made on application forms provided by the City Administrator. The applications shall contain the following information:

- (A) The name and address of the applicant;
- (B) A complete description of each vehicle to be used in connection with the collection, including the make, model and year of the chassis and the make, model and capacity of the body;
- (C) The name and address of each employee of the applicant, together with his or her chauffeur's license number, when applicable;
- (D) A general description of the territory in which the applicant is operating or proposes to operate;
- (E) A statement of the applicant's insurance coverage, including the name of the insurance company and its local agent;
- (F) The location of the off-street parking facilities to be used by the applicant for parking his or her vehicles when not in operation; and
- (G) Other information as the City Administrator or Health Officer may require.

(Prior Code, § 10-11) (Ord. 752, passed - -)

#### **§ 51.42 TERM.**

Each collector's license granted by the City Council shall expire on March 31 following its issuance.

(Prior Code, § 10-12) (Ord. 752, passed - -)

#### **§ 51.43 FEES.**

The license fee for each collector's license shall be based upon the number of vehicles to be used in the collection of refuse and shall be set by resolution of the City Council each year. The total amount of the license fee must accompany the application for a license. In the event a collector terminates his or her business or his or her license is canceled by the City Council, no refund of the license fee or any portion thereof shall be made. In the event a licensed collector sells or transfers his or her vehicles to another or new collector, no additional fee shall be charged for the remainder of the license period.

(Prior Code, § 10-13) (Ord. 752, passed - -)

#### **§ 51.44 ISSUANCE AND DISPLAY.**

Whenever a collector's license is granted by the City Council, the license shall be issued by the City Administrator and signed by the Mayor. Each license and certificate of license shall specify the type of refuse to be collected by each vehicle covered.

(Prior Code, § 10-14) (Ord. 752, passed - -)

#### **§ 51.45 REVOCATION OR SUSPENSION.**

The City Council may revoke or suspend any collector's license for cause. Action revoking or suspending a collector's license shall be taken only after a hearing before the City Council upon at least ten-days' written notice to the collector.

(Prior Code, § 10-15) (Ord. 752, passed - -)

#### **§ 51.46 VEHICLES.**

All vehicles to be used in refuse collection shall conform to the following rules and regulations.

- (A) *Construction garbage.* The bodies of all vehicles to be used for the collection of refuse containing garbage shall be of metal construction and shall be fully enclosed. The bodies of the vehicles shall be so constructed, maintained and equipped that refuse cannot leak, spill or escape in any way from the vehicles. All vehicles shall have packer-type bodies.

(B) *Commercial rubbish.* The bodies of all vehicles used for the collection of commercial rubbish shall be so constructed and enclosed that the refuse cannot spill or escape in any way from the vehicles.

(C) *Cleanliness; odors.* All vehicles used in the collection of refuse shall be cleaned in a manner and at intervals as to keep the vehicles free of offensive odor.

(D) *Standing on street; parking.* No vehicle used for the collection of refuse shall be allowed to stand on any street, alley or public ground for any period of time longer than is reasonably necessary to make collection; and all refuse shall be hauled away and disposed of promptly following its collection. Each collector shall provide off-street parking facilities in an area not zoned or used for residential purposes, where vehicles used by him or her for the collection of refuse shall be parked or stored when not in actual operation.

(E) *Control of hazardous equipment.* All hazardous equipment such as packer-type bodies shall be attended while in operation.

(Prior Code, § 10-16) (Ord. 752, passed - -) Penalty, see § 10.99

#### **§ 51.47 REGULATIONS GENERALLY.**

(A) *Insurance.* Each licensed collector shall have and keep in force at all times public liability insurance covering each vehicle used by him or her for refuse collection. The limits of the insurance coverage on each vehicle shall be minimum for bodily injury and minimum for property damage as regulated by the state statute. Each insurance policy shall name the city as an insured and shall provide that the policy cannot be canceled, except upon ten-days' written notice to the city.

(B) *Frequency and time of collections.* The collection of refuse from residences shall be made at least once every two weeks and from commercial establishments at least once weekly. All collections shall be made between the hours of 7:00 a.m. and 6:30 p.m. All such collections shall not be made on Sundays or the following holidays unless authorized by the Health Officer: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

(C) *Employees.* Each collector shall employ clean, courteous and competent employees at all times and shall investigate all complaints about employees, equipment and service. Whenever a complaint is referred to a collector by the City Administrator's office, a written report shall be made by the collector to the City Administrator's office setting forth the investigation, findings and action on the complaint.

(D) *Removal of refuse for fee.* Each collector shall remove refuse from premises not served by him or her for regular refuse collection upon request of the responsible tenant, at a reasonable charge; provided that, the removal is within the capabilities of the employees and equipment.

(E) *Collection during emergency and the like.* Whenever an emergency or unforeseen or extraordinary condition arises, the City Administrator's office may order the collection of refuse at the times and in the manner as the circumstances require; and each collector shall abide by the order of the City Administrator's office.

(Prior Code, § 10-17) (Ord. 752, passed - -)

## **CHAPTER 52: STORM SEWER UTILITY**

### Section

- 52.01 Storm sewer system; statutory authority
- 52.02 Findings and determinations
- 52.03 Rates and charges
- 52.04 Adjustments of charges
- 52.05 Excluded lands
- 52.06 Supplying information
- 52.07 Estimated charges
- 52.08 Billing and collections
- 52.09 Penalties and remedies for delinquency or default in paying billings
- 52.10 Use of revenues
- 52.11 Development fees

#### **§ 52.01 STORM SEWER SYSTEM; STATUTORY AUTHORITY.**

M.S. § 444.075, as may be amended from time to time, authorizes cities to impose just and reasonable charges for the use and availability of storm sewer facilities ("charges"). By this section, the city elects to exercise the authority.

(Prior Code, § 28.2-1) (Ord. 808, passed - -)

**§ 52.02 FINDINGS AND DETERMINATIONS.**

In providing for the charges, the findings and determinations set out herein are made.

(A) In the exercise of its governmental authority and in order to promote the public health, safety, convenience and general welfare, the city has constructed, operated and maintained a storm sewer system ("the system"). This section is adopted in the further exercise of the authority and for the same purposes.

(B) The system, as constructed, heretofore has been financed and paid for through the imposition of special assessments and ad valorem taxes. The financing methods were appropriate to the circumstances at the time they were used. It is now necessary and desirable to provide an alternative method of recovering some or all of the future costs of improving, maintaining and operating the system through the imposition of charges as provided in this section.

(C) In imposing charges, it is necessary to establish a methodology that undertakes to make them just and equitable. Taking into account the status of completion of the system, past methods of recovering system costs, the topography of the city and other relevant factors, it is determined that it would be just and equitable to assign responsibility for some or all of the future costs of operating, maintaining and improving the system on the basis of the expected storm water runoff from the various parcels of land within the city during a standard one-year rainfall event.

(D) Assigning costs and making charges based upon the typical storm water runoff cannot be done with mathematical precision but can only be accomplished within reasonable and practical limits. The provisions of this section undertake to establish a reasonable and practical methodology for making the charges.

(Prior Code, § 28.2-2) (Ord. 808, passed - -)

**§ 52.03 RATES AND CHARGES.**

(A) *Residential equivalent factor.* Rates and charges for the use and availability of the system are to be determined through the use of a "residential equivalent factor" ("REF"). For the purposes of this section, one **REF** is defined as the ratio of the average volume of surface water runoff coming from one acre of land and subjected to a particular use, to the average volume of runoff coming from one acre of land subjected to typical single-family residential use within the city during a standard one-year rainfall event.

(B) *Determination of REFs for land uses.*

(1) The REFs for the following land uses within the city and the billing classifications for those land uses are as follows.

<i>Listed as Land Uses</i>	<i>REF</i>	<i>Classification</i>
Single-family and two-family residential	1.00	Classification 1

(2) Public and private schools and institutional uses, airport, churches, multiple-family residential, commercial and industrial uses, Classification 2, REF according to the chart below.

2 acres or less	REF 2
2.1 to 4.99 acres	REF 3
5 acres or more	1 REF/acre of impervious surface, with a minimum of 2 REF

(C) *Other land uses.* Other land uses not listed in the foregoing table are to be classified by the City Administrator by assigning them to the classes most nearly like the listed uses, from the standpoint of probable hydrologic response. Appeals from the City Administrator's determination of the proper classifications may be made to the City Council in the same manner as other appeals from administrative determinations.

(D) *Establishing basic rate.* In determining charges, the Council may by resolution establish a basic system rate to be charged for each REF. The charge to be made against each parcel of land will then be determined by multiplying the REF for the parcel's land use classification times the basic system rate.

(Prior Code, § 28.2-3) (Ord. 808, passed - -)

**§ 52.04 ADJUSTMENTS OF CHARGES.**

The City Council may, by resolution, from time to time, adopt policies providing for the adjustment of charges for parcels or grounds of parcels, based upon hydrologic data supplied by affected property owners, demonstrating an actual hydrologic response substantially different from the REF being used for the parcel or parcels. The adjustment may be made only after receiving the recommendation of the City Administrator and may not be made effective retroactively. If the adjustment would have the effect of changing the REF for all or substantially all of the land uses in a particular classification, however, the adjustment must be accomplished by amending the REF table in § 52.03(B) above.

(Prior Code, § 28.2-4) (Ord. 808, passed - -)

#### **§ 52.05 EXCLUDED LANDS.**

A charge for system availability of service will not be made against land which is either:

(A) Public street right-of-way; or

(B) Vacant and unimproved with substantially all of its surface having vegetation as ground cover.

(Prior Code, § 28.2-5) (Ord. 808, passed - -)

#### **§ 52.06 SUPPLYING INFORMATION.**

The owner, occupant or person in charge of any premises must supply the city with such information as the city may reasonably request related to the use, development and area of the premises. Willful failure to provide the information or to falsify it is a violation of this section.

(Prior Code, § 28.2-6) (Ord. 808, passed - -)

#### **§ 52.07 ESTIMATED CHARGES.**

If the owner, occupant or person in charge of any premises fails or refuses to provide the information requested, as provided in § 52.06 above, the charge for the premises must be estimated and billed in accordance with the estimate, based upon information then available to the city.

(Prior Code, § 28.2-7) (Ord. 808, passed - -)

#### **§ 52.08 BILLING AND COLLECTIONS.**

Bills for charges for the use and availability of the system must be rendered by the Finance Department in accordance with usual and customary practice in rendering of water and sanitary sewer service bills. Bills must be rendered monthly, must be payable at the office of the City Finance Department and may be rendered in conjunction with billings for water or sanitary sewer service, or both.

(Prior Code, § 28.2-8) (Ord. 808, passed - -)

#### **§ 52.09 PENALTIES AND REMEDIES FOR DELINQUENCY OR DEFAULT IN PAYING BILLINGS.**

Penalties and remedies for late payments or nonpayment of billings are the same as those applicable to billings rendered for water and sanitary sewer service.

(Prior Code, § 28.2-9) (Ord. 808, passed - -)

#### **§ 52.10 USE OF REVENUES.**

Revenues received from charges are to be placed in a Storm Sewer System Enterprise Fund Account and used first to pay the normal, reasonable and current costs of operating and maintaining the system. Revenues from time to time received in excess of the costs may be used to finance improvements to, and betterment of, the system.

(Prior Code, § 28.2-10) (Ord. 808, passed - -)

#### **§ 52.11 DEVELOPMENT FEES.**

Fees for the construction of regional storm water infrastructure in newly developing areas will be established by City Council resolution with the revenues to be placed in a Storm Sewer Enterprise Fund Account.

(Prior Code, § 28.2-11) (Ord. 808, passed - -)

## **CHAPTER 53: WATER AND SEWERS**

Section

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- 53.105 Storm water discharge prohibited
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53.120 Other prohibited discharges

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***Statutory reference:***

*Authorizing city to provide and maintain a sewer and a water works system, see M.S. § 412.221(6), (11)  
Waterworks, sewers, drains and storm sewers generally, see M.S. §§ 444.075et seq.*

**GENERAL PROVISIONS**

**§ 53.001 LEADERS AND CONNECTION WITH STORM SEWER REQUIRED; PROCEDURE IN CASE OF NONCOMPLIANCE.**

(A) Every building without a yard adequate to absorb the surface water collected from the building shall be equipped with proper metallic leaders for conducting water from its roof in a manner as shall protect the walls and foundation from damage and shall be connected with a public storm sewer whenever there is a sewer available in any abutting street or alley. The leaders shall be so placed and the connection shall be so made that no water flows upon any public sidewalk or damages any street or alley abutting the building.  
(Prior Code, § 23-1)

(B) Whenever a building does not comply with one or more of the requirements of division (A) above, the City Administrator shall serve a notice on the owner of the building requiring him or her to install the necessary roof drainage facilities and to make connection with a storm sewer as required by division (A) above. It shall be unlawful for any owner to fail to comply with the requirements of division (A) above within 30 days of the service upon him or her of notice to do so.

(Prior Code, § 23-2)

(Ord. 430, passed - -) Penalty, see § 53.999

**§ 53.002 SEWER ACCESS CHARGES AND WATER ACCESS CHARGES.**

A sewer access charge and a water access charge is hereby established to apply to any newly platted or replatted parcel of land in the city which hereafter is connected to the city sanitary sewer and water service. The sewer access charge and the water access charge shall be in an amount established by resolution of the City Council from time to time. The sewer access charge and the water access charge shall be payable at the time of the approval of the final plat of the subject property.

(Prior Code, § 23-3) (Ord. 776, passed - -)

**§ 53.003 WATER AND/OR SEWER FEES.**

The following fees and charges shall be imposed for access to the sanitary sewer and water systems of the city.

(A) *Water tapping fee.* See § 53.027. The water tapping fee shall be in an amount to be determined by the City Council.

(B) *Water connection fee.* See § 53.028. The water connection fee shall be in an amount to be determined by the City Council.

(C) *Water access charge.* See §§ 53.002 and 53.026. The water access charge shall be in an amount to be determined by the City Council.

(D) *Sewer tapping fee.* See § 53.027. The sewer tapping fee shall be in an amount to be determined by the City Council.

(E) *Sewer connection fee.* See § 53.061(B). The sewer connection fee shall be in an amount to be determined by the City Council.

(F) *Sewer access charge.* See § 53.002. The sewer access charge shall be in an amount to be determined by the City Council.

(Prior Code, § 23-4) (Ord. 776, passed - -)

## **WATER USE**

### **§ 53.020 WATER SERVICE CHARGES.**

(A) The minimum monthly charge to each user shall be in an amount to be determined by the City Council. This amount shall be charged to each single-family household and commercial customer and is subject to change by the City Council

(B) The minimum monthly charge shall be multiplied by the number of units of any multi-family household or mobile home park where there is only one meter.

(C) The water user rate shall in an amount to be determined by the City Council.

(Prior Code, § 23-6) (Ord. 737, passed - -; Ord. 759, passed - -; Ord. 788, passed - -; Ord. 809, passed - -; Ord. 823, passed - -; Ord. 825, passed 1-28-2008; Ord. 833, passed 11-25-2008; Ord. 836, passed 5-27-2009)

### **§ 53.021 WATER CONNECTION FEE FOR SAFE DRINKING WATER TESTING PROGRAM.**

Commencing with the July, 1992, water billing, a fee as set by the State Department of Health shall be assessed to each water service connection of the city's water supply.

(Prior Code, § 23-7) (Ord. 673, passed - -; Ord. 759, passed - -)

### **§ 53.022 USE OF WATER WITHOUT METER; TAMPERING WITH METER; DEPOSIT UPON INSTALLATION OF METER.**

It shall be unlawful for any person having control of any premises to permit the taking of water from the waterworks system of the city without authority or without passing the water through an accurate water meter installed in the service line of the premises. No person, but an authorized representative of the city, shall open or repair any water meter of the city. It is hereby made the duty of the owner, occupant and lessee of any premises of the city to notify the proper city authorities of any meter failing to properly measure the water consumed on the premises. Meters shall be installed at city expense, but each water patron shall make a deposit, in an amount to be determined by resolution of the City Council, unless he or she is the owner of the premises; except that, water patrons who are seasonal in their use of water and not users of water for a full year shall make a deposit in the same amount, unless the patron is the owner of the premises, which deposit shall be returned upon termination of service and surrender of the meter to the city.

(Prior Code, § 23-8) (Ord. 431, passed - -; Ord. 586, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

### **§ 53.023 BILLS; PROCEDURE GENERALLY; PROCEDURE UPON FAILURE TO PAY.**

(A) Bills for water service shall be rendered to the owner, lessee or occupant of each premises connected with the systems on the first day of each month for water and sewer service furnished during the preceding month. Bills for water service shall be due and payable in the office of the City Administrator on or before the fifteenth day of each month. To each bill not paid upon or before the date, there shall be added a penalty of 10% of the amount of the respective bills.

(Prior Code, § 23-9)

(B) (1) It is the policy of the city to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

(a) That all bills are due and payable on or before the date set forth on the bill; and  
(b) That if any bill is not paid by or before that date, a second bill will be mailed containing a cutoff notice that if the bill is not paid within ten days of the mailing of the second bill, service will be discontinued for nonpayment; and

(c) That any customer disputing the correctness of his or her bill shall have a right to a hearing at which time he or she may be represented in person and by counsel or any other person of his choosing and may present orally or in writing his or her complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(2) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified, but in no event until the charges have been due and unpaid for at least 30 days.

(3) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a turn-on charge as determined by the City Council.

(Prior Code, § 23-10)

(Ord. 431, passed - -; Ord. 759, passed - -)

#### **§ 53.024 ESTIMATED WATER METER READING CHARGES.**

After two consecutive meter reading estimates by the Billing Department on any one utility customer account, a fee shall be charged, as set by resolution of the City Council. The same fee shall be charged for each and every following consecutive estimated meter reading. Customers wishing to avoid the estimate charge must call in the meter reading when a request tag is left by the meter reader.

(Prior Code, § 23-11) (Ord. 650, passed - -; Ord. 759, passed - -)

#### **§ 53.025 WATER REVENUE FUND.**

There is created a separate fund of the city to be designated as the Water Revenue Fund, into which shall be paid all water charges, water connection charges and application and inspection fees for water service. From the Fund shall be paid all costs of operating, maintaining, connecting premises and inspection of the system according to sound accounting practice. Net revenues shall be used for improvement of the system and for other city purposes as the City Council shall from time to time determine.

(Prior Code, § 23-12) (Ord. 431, passed - -; Ord. 759, passed - -)

#### **§ 53.026 WATER CONNECTION PERMIT; REQUIRED; APPLICATION.**

No premises shall be connected with the waterworks of the city, except upon written permit issued by the City Administrator or other authorized representative of the city, which permit shall be issued only upon a written application therefor, describing the premises to be connected, the location of water lines to be connected, the materials to be used, the use to which the premises is to be put, the person who is to perform the work and other information as may be reasonably required.

(Prior Code, § 23-13) (Ord. 431, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

#### **§ 53.027 TAPPING FEES.**

No person or persons, association, partnership, firm, corporation, contractor or developer shall make any tap into the waterworks or sanitary sewer systems, except when authorized by a representative of the city. For the inspection of the sewer and water tapping, there is a special tapping inspection fee per sewer connection and per water connection, in an amount to be determined by resolution of the City Council, which the fee shall accompany each application for a connection. The application shall be accompanied by a \$2,000 surety bond, certified check or cash deposit in the sum of \$2,000 to safeguard the city on the performance of the work in accordance with rules, regulations and ordinances of the city. All costs related to the work, labor and materials used in the making of the sewer and water tapplings shall be the responsibility of the person, association, partnership, firm, corporation, contractor or developer.

(Prior Code, § 23-14) (Ord. 431, passed - -; Ord. passed 3-19-1975; Ord. 672, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

#### **§ 53.028 WATER CONNECTION FEE.**

No person shall make any connection into the waterworks system without paying a water connection fee, in an amount to be determined by resolution of the City Council. The water connection fee represents a charge for the privilege of using the waterworks system of the city and is in addition to the tapping fees set forth in §

53.027.

(Prior Code, § 23-15) (Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.029 TERMINATION AND RESTORATION OF SERVICE.**

No person, except an authorized representative of the city, shall turn on or off any curbcock or corporation cock in the water main system of the city.

(Prior Code, § 23-16) (Ord. 431, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.030 NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY.**

(A) *Purpose.* This section establishes water conservation restrictions; and the plan will be in effect at any time the governor declares by executive order a critical water deficiency, pursuant to M.S. § 103G.291.

(B) *Application.*

(1) This section applies to all customers of public water suppliers who own or control water use on any premises.

(2) No person shall make, cause, use, or permit the use of water received from a public water supply for residential, commercial, industrial, governmental, or any other purpose in any manner contrary to any provision in this section.

(C) *Mandatory emergency water conservation measures.* Upon declaration of a critical water deficiency, the following mandatory restrictions upon nonessential water use shall be enforced:

(1) Outdoor irrigation of yards, gardens, golf courses, parklands, and other non-agricultural land, except for those areas irrigated with reclaimed water, is prohibited.

(2) Washing or spraying of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas with water from any pressurized source, including garden hoses, except to alleviate immediate health or safety hazards, is prohibited.

(3) The outdoor use of any water-based play apparatus connected to a pressurized source is prohibited.

(4) Restaurants and other food service establishments are prohibited from serving water to their customers, unless water is specifically requested by the customer.

(5) The filling of private swimming pools, fountains, spas, or other exterior water features is prohibited.

(6) The washing of automobiles, trucks, trailers, and other types of mobile equipment is prohibited, except at facilities equipped with wash water recirculation systems, and for vehicles requiring frequent washing to protect public health, safety, and welfare.

(D) *Violation.*

(1) Upon discovery of a first violation, the violator shall be issued, either personally or by mail, a warning letter that sets forth the violation and which shall describe the remedy and the penalty for future violations.

(2) Upon subsequent violations at the same location, the violator shall be issued, either personally or by mail, a citation that sets forth the violation and shall describe the remedy.

(E) *Enforcement.* The City Administrator or his/her designee is authorized to designate city employees or law enforcement personnel to enforce the provisions of this section.

(Ord. 871, passed 3-14-2018) Penalty, see § 53.999

**SEWER USE GENERALLY**

**§ 53.040 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AUTHORITY.** The city.

**BIOCHEMICAL OXYGEN DEMAND (BOD).** The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at 20°C.

**BUILDING DRAIN.** The part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the building sewer beginning three feet outside the building wall.

(1) **BUILDING DRAIN (SANITARY).** A building drain which conveys sanitary or industrial sewage only.

(2) **BUILDING SEWER.** The extension from the building drain to the public sewer or other place of disposal (also called **HOUSE CONNECTION**).

(3) **BUILDING SEWER (SANITARY).** A building sewer which conveys sanitary or industrial sewage only.

(4) **BUILDING SEWER (STORM).** A building sewer which conveys storm water or other clearwater drainage, but no sanitary or industrial sewage.

**CLASSES OF USERS.** The division of wastewater treatment customers by waste characteristics and process or discharge similarities.

(1) **COMMERCIAL.** Transient lodging, retail and wholesale establishments or places engaged in selling merchandise for personal, household or industrial consumption and/or rendering services to others.

(2) **GOVERNMENTAL.** Legislative, judicial, administrative and regulatory activities of federal, state and local governments, such as courthouses, police and fire stations, city halls and similar governmental users.

(3) **INDUSTRIAL.** Manufacturing activities involving the mechanical or chemical transformation of materials or substances into other products. These activities occur in establishments usually described as plants, factories or mills and characteristically use power driven machines and material handling equipment.

(4) **INSTITUTIONAL.** Social, charitable, religious and educational activities such as schools, churches, hospitals, nursing homes, penal institutions and similar institutional users.

(5) **RESIDENTIAL.** All dwelling units such as detached, semi-detached and row houses, mobile homes, garden and standard apartments, permanent multi-family dwellings. (Transient lodging, considered commercial in nature, is not included.)

**COMPATIBLE POLLUTANT.** Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the treatment works was designed to treat the pollutants and in fact does remove the pollutants to a substantial degree. The term **SUBSTANTIAL DEGREE** is not subject to precise definition, but generally contemplates removals in the order of 80% or greater. Minor incidental removals in the order of 10% to 30% are not considered substantial. Examples of the additional pollutants which may be considered compatible include:

- (1) Chemical oxygen demand;
- (2) Total organic carbon;
- (3) Phosphorus and phosphorus compounds;
- (4) Nitrogen and nitrogen compounds; and
- (5) Fats, oils and greases of animal or vegetable origin (except as prohibited where these materials would interfere with the operation of the treatment works).

**DEPRECIATION.** An annual operating cost reflecting capital consumption and obsolescence (reduction of future service potential) of the treatment works.

**EASEMENT.** An acquired legal right for the specific use of land owned by others.

**FECAL COLIFORM.** Any of a number of organisms common to the intestinal tract of humans and animals, whose presence in sanitary sewage is an indicator of pollution.

**FLOATABLE OIL.** Oil, fat or grease in a physical state, such that it will separate by gravity from wastewater by treatment in a pretreatment facility approved by the authority.

**GARBAGE.** Solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

**INCOMPATIBLE POLLUTANT.** Any pollutant that is not defined as a compatible pollutant, including nonbiodegradable dissolved solids.

**INFILTRATION.** The water entering a sewer system, including building drains and sewers, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.

**INFILTRATION** does not include and is distinguished from inflow.

**INFILTRATION/INFLOW.** The total quantity of water from both infiltration and inflow without distinguishing the source.

**INFLOW.** The water discharge into a sewer system, including building drains and sewers, from the sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, unpolluted cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters or drainage. **INFLOW** does not include, and is distinguished from, infiltration.

**MAJOR CONTRIBUTING INDUSTRY.** An industry that:

- (1) Has a flow of 50,000 gallons or more per average work day;
- (2) Has a flow greater than 5% of the flow carried by the municipal system receiving the waste;
- (3) Has in its waste a toxic pollutant in toxic amounts as defined in standards issued under 33 U.S.C. §

1317(a); or

(4) Has a significant impact, either singly or in combination with other contributing industries, on a treatment works or on the quality of effluent from that treatment works.

**NATURAL OUTLET.** Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or ground water.

**NORMAL DOMESTIC SEWAGE.** As defined for the purposes of determining surcharge, wastewater or sewage having an average daily suspended solids concentration of not more than 330 mg/l, and average daily BOD of not more than 280 mg/l (an average daily phosphorus concentration of 11 mg/l and containing not more than 2.5 mg/l of Hexane soluble matter (grease and oil)).

**NPDES PERMIT.** A permit issued under the National Pollutant Discharge Elimination System for discharge of wastewaters to the navigable waters of the United States pursuant to 33 U.S.C. § 1342.

**OPERATION AND MAINTENANCE COSTS.** All costs, direct and indirect (other than debt service), necessary to ensure adequate wastewater treatment on a continuing basis, conform with all related federal, state and local requirements and assure optimal long term facility management. These costs include **DEPRECIATION** and **REPLACEMENT**.

**PERSON.** Any individual, firm, company, association, society, corporation or group discharging any wastewater to wastewater treatment works.

**pH.** The reciprocal of the logarithm of the hydrogen ion concentration. The concentration is the weight of hydrogen ions in grams per liter of solution.

**PRETREATMENT.** The treatment of industrial sewage from privately-owned industrial sources prior to introduction into a public treatment works.

**PRIVATE SEWER.** A sewer which is not owned by a public authority.

**PROPERLY SHREDDED GARBAGE.** The waste from the preparation, cooking and dispensing of food that has been shredded to a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than three-eighths inch in any dimension.

**PUBLIC AUTHORITY.** Any governmental agency having jurisdiction by law over construction and use of a wastewater collection or treatment facility.

**PUBLIC SEWER.** A sewer which is owned and controlled by the public authority and will consist of the following increments.

(1) **COLLECTOR SEWER.** A sewer whose primary purpose is to collect wastewaters from individual point source discharges.

(2) **INTERCEPTOR SEWER.** A sewer whose primary purpose is to transport wastewater from collector sewers to a treatment facility.

(3) **FORCE MAIN.** A pipe in which wastewater is carried under pressure.

(4) **PUMPING STATION.** A station positioned in the public sewer service at which wastewater is pumped to a higher level.

**REPLACEMENT.** Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the treatment works to maintain the capacity and performance for which the works were designed and constructed.

**SANITARY SEWER.** A sewer which carries sanitary and industrial wastes, and to which storm, surface and ground water are not intentionally admitted.

**SEWAGE.** The combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions (including polluted cooling water). The two most common types of **SEWAGE** are:

(1) **INDUSTRIAL SEWAGE.** A combination of liquid and water-carried wastes discharged from any industrial establishment, and resulting from any trade or process carried on in that establishment; this shall include the wastes from pretreatment facilities and polluted cooling water.

(2) **SANITARY SEWAGE.** The combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.

**SIGNIFICANT INDUSTRY.** Any industry that will contribute greater than 10% of the design flow or design pollutant loading of the treatment works.

**SLUG.** Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration of flows during normal operation.

**STANDARD METHODS.** The laboratory procedures set forth in the latest edition, at the time of analysis, of *Standard Methods for the Examination of Water and Wastewater*, prepared and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

**STORM SEWER.** A sewer for conveying water, ground water or unpolluted water from any source and to which sanitary and/or industrial wastes are not intentionally admitted.

**SUSPENDED SOLIDS.** Solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

**TOTAL SOLIDS.** The sum of suspended and dissolved solids.

**TOXIC AMOUNT.** Concentrations of any pollutant or combination of pollutants which, upon exposure to or assimilation into any organism, will cause adverse effects, such as cancer, genetic mutations and physiological manifestations, as defined in standards issued pursuant to 33 U.S.C. § 1317(a).

**UNPOLLUTED WATER.** Water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

**USER CHARGE.** A charge levied on users of a wastewater treatment works for the cost of operation and maintenance of the works pursuant to 33 U.S.C. § 1284(b).

**VOLATILE ORGANIC MATTER.** The material in the sewage solids transformed to gases or vapors when heated at 550°C for 15 to 20 minutes.

**WASTEWATER TREATMENT WORKS.** The structures, equipment and processes required to collect, transport and treat domestic and industrial wastes and dispose of the effluent and accumulated residual solids.

**WATERCOURSE.** A natural or artificial channel for the passage of water either continuously or intermittently.

**WATERWORKS.** All facilities for water supply, filtration plant, storage reservoir, water lines and services and booster stations for obtaining, treating and distributing potable water.

(Prior Code, § 23-18) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.041 AUTHORITY OF ENFORCING AGENT.**

(A) The approving authority shall be permitted to gain access to the properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with provisions of these regulations. Any person found to be violating any provisions of this subchapter shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Any person who shall continue any violation beyond the time limit shall be guilty of violation of the service contract and shall be summarily disconnected from the sanitary sewer and/or water service. The disconnection and reconnection would be at the total expense of the customer.

(B) Where acids and chemicals damaging to sewer lines or treatment processes are released to the sewer causing rapid deterioration of these structures or interfering with proper treatment of sewage, the approving authority is authorized to immediately terminate services by the measures as are necessary to protect the facilities.

(Prior Code, § 23-19) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

### **SEWER USE REGULATIONS**

#### **§ 53.055 DISPOSAL OF WASTE IN UNSANITARY MANNER PROHIBITED.**

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city any human or animal excrement, garbage or other objectionable waste.

(Prior Code, § 23-21) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

#### **§ 53.056 DISCHARGE OF SEWAGE AND THE LIKE TO NATURAL OUTLETS RESTRICTED.**

It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of the city any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this subchapter and the NPDES permit.

(Prior Code, § 23-22) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

#### **§ 53.057 USE OF PRIVIES AND THE LIKE RESTRICTED.**

(A) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

(B) Private sewage collection and disposal systems will not be permitted within the city limits, except

individual disposal systems which may be permitted by special permit in outlying rural areas not served by the city sanitary sewer system.

(Prior Code, § 23-23) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.058 INSTALLATION OF TOILET FACILITIES AND CONNECTION TO PUBLIC SEWER REQUIRED.**

The owner of any house, building or property used for human occupancy, employment, recreation or other purposes situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located any public sanitary sewer of the city is hereby required at his or her expense to install suitable toilet facilities therein, and to connect the facilities directly with the proper public sewer in accordance with the provisions of this subchapter within 90 days after date of official notice to do so.

(Prior Code, § 23-24) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.059 COMPLIANCE WITH STANDARDS REQUIRED.**

All disposal by any person into the sewer system is unlawful except those discharges in compliance with federal standards promulgated pursuant to the federal act and more stringent state and local standards.

(Prior Code, § 23-25) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.060 SEWER CONNECTION PERMIT; REQUIRED; APPLICATION.**

No premises shall uncover, make any connections with or opening into, use, alter or disturb an public sewer or appurtenance thereto except upon written permit issued by the City Administrator or other authorized representative of the city, which permit shall be issued only upon a written application therefor, describing the premises to be opened or connected, the location of sewer lines, the materials to be used, the use to which the premises is to be put, the person who is to perform the work and other information as may be reasonably required.

(Prior Code, § 23-26) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

**§ 53.061 BUILDING SEWERS; PERMITS; FEE; RESPONSIBILITY; AND THE LIKE.**

(A) (1) (a) There shall be two classes of building sewer permits:

1. For residential and commercial service; and
2. For service to establishments producing industrial wastes.

(b) In either case, the owner or his or her agent shall make application on a special form furnished by the City Council. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the City Council. The industry, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics and type of activity.

(2) A building sewer permit will only be issued and a sewer connection shall only be allowed if it can be demonstrated that the downstream sewerage facilities, including sewers, pump stations and wastewater treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load.

(Prior Code, § 23-27)

(B) No premises shall be connected with the sanitary sewer system of the city, except upon the payment of a connection charge as determined by resolution of the City Council. The connection charge shall be paid to the City Administrator at the time when application for a permit to connect with the sanitary sewer system is made. The connection charge shall be returned to the applicant should the application be refused.

(Prior Code, § 23-28)

(C) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Prior Code, § 23-29)

(D) A separate and independent building sewer shall be provided for every building.

(Prior Code, § 23-30)

(E) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the city, to meet all requirements of this subchapter.

(Prior Code, § 23-31)

(F) (1) All sewer construction shall conform to the State Plumbing Code.

(2) Whenever possible, the building sewer shall be brought to the building at an elevation below the

basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building drain shall be lifted by a means which is approved in accordance with division (F)(1) above and discharged to the building sewer.

(3) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(4) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Prior Code, § 23-32)

(G) All building drains which have backup problems shall have a backwater valve installed at the owner's expense and it shall be the owner's responsibility to see that the backwater valve is kept clean and workable. The city will assume no liability for any damages resulting from backup.

(Prior Code, § 23-33)

(Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

### **§ 53.062 PROHIBITED DISCHARGES.**

(A) (1) No person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer.

(2) Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the city. Industrial cooling water or unpolluted process waters may be discharged, on approval of the city, to a storm sewer or natural outlet.

(B) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

(2) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant;

(3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works; and/or

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers and the like, either whole or ground by garbage grinders.

(C) No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the city that the wastes can harm either the sewers, sewage treatment process or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb or public property or constitute a nuisance. In forming the opinion as to acceptability of these wastes, the city will give consideration to the factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant and maximum limits established by regulatory agencies. The substances prohibited are:

(1) Any liquid or vapor having a temperature higher than 150°F (65°C);

(2) Any waters or wastes containing toxic or poisonous materials; or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32° and 150°F (0° and 65°C);

(3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the city;

(4) Any waters or wastes containing strong, acid, iron pickling wastes or concentrated plating solutions whether neutralized or not;

(5) Any waters or wastes containing iron, chromium, copper, zinc or similar objectionable or toxic

substances; or wastes exerting an excessive chlorine requirement, to a degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the city for the materials;

(6) Any waters or wastes containing phenols or other taste or odor producing substances, in concentrations as may exceed limits as established by the city in compliance with applicable state and federal regulations;

(7) Any radioactive wastes or isotopes of a half-life or concentration as may exceed limits established by the city in compliance with applicable state or federal regulations;

(8) Any waters or wastes having a pH in excess of 9.5;

(9) Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as permitted by the city in compliance with applicable state and federal regulations;

(10) Any cyanide in excess of 0.025 mg/l at any time except as permitted by the city in compliance with applicable state and federal regulations;

(11) Material which exerts or causes:

(a) Unusual concentrations of inert suspended solids (such as, but not limited to, fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);

(b) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

(c) Unusual BOD, chemical oxygen demand or chlorine requirements in quantities as to constitute a significant load on the sewage treatment works; and/or

(d) Unusual volume of flow or concentrations of wastes constituting "slugs", as defined herein.

(12) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to a degree that the sewage treatment plant effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

(D) (1) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in division (C) of this section and/or which are in violation of the standards for pretreatment provided in Chapter 1, EPA Rules and Regulations, subchapter D, Water Programs Part 128 Pretreatment Standards, Federal Register Volume 38, No. 215, Thursday, 11-8-1973, and any amendments thereto, and which in the judgment of the city may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the city may:

(a) Reject the wastes;

(b) Require pretreatment to an acceptable condition for discharge to the public sewers;

(c) Require control over the quantities and rates of discharge; and/or

(d) Require payment to cover the added costs of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions hereof.

(2) If the city permits the pretreatment of equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the city and subject to the requirements of all applicable codes, ordinances and laws.

(Prior Code, § 23-34) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.063 GREASE, OIL AND SAND TRAPS.**

Grease, oil and sand traps shall be provided when, in the opinion of the city, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that, the traps shall not be required for private living quarters or dwelling units. All traps shall comply with the State Plumbing Code and shall be so located as to be readily and easily accessible for cleaning and inspection.

(Prior Code, § 23-35) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.064 CONTROL MANHOLE.**

When required by the city, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. The manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with the plans approved by the city. The manhole shall be installed by the owner at his or her expense and shall be

maintained by him or her so as to be safe and accessible at all times.

(Prior Code, § 23-36) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.065 OWNER TO MAINTAIN PRELIMINARY TREATMENT FACILITIES AND THE LIKE.**

Where preliminary treatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

(Prior Code, § 23-37) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.066 LABORATORY MEASUREMENTS, TESTS AND THE LIKE TO BE PROVIDED.**

(A) The owner of any property serviced by a building sewer carrying industrial wastes shall provide laboratory measurements, tests and analyses of waters and wastes to illustrate compliance with this subchapter and any special conditions for discharge established by the city or regulatory agencies having jurisdiction over the discharge. The number, type and frequency of laboratory analyses to be performed by the owner shall be as stipulated by the city, but no less than once per year the industry must supply a complete analysis of the constituents of the wastewater. The owner shall report the results of measurements and laboratory analyses to the city at the times and in a manner as prescribed by the city. The owner shall bear the expense of all measurements, analyses and reporting required by the city. At such times as deemed necessary, the city reserves the right to take measurements and samples for analysis by an outside laboratory service.

(B) (1) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this subchapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association.

(2) Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of health hazards.

(Prior Code, § 23-38) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.067 DAMAGING, TAMPERING WITH AND THE LIKE SEWAGE WORKS PROHIBITED.**

(A) No unauthorized person shall maliciously, willfully or negligently break, damage, destroy or tamper with any structure, appurtenance or equipment which is a part of the sewage works.

(B) Any person violating this provision shall be subject to immediate arrest under a charge of disorderly conduct.

(Prior Code, § 23-39) (Ord. 554, passed - -; Ord. 759, passed - -) Penalty, see § 53.999

#### **§ 53.068 CONNECTION WITH SEWER FOR PURPOSE OF DRAINING ROOFS, UNDERGROUND DRAINS AND THE LIKE.**

(A) No person shall directly or indirectly connect with or make use of, in any manner or nature, the public sanitary sewer of the city for the purpose of draining roof drains, underground drains or wastewater of any nature.

(B) (1) Any person who violates this section by directly or indirectly connecting with the sanitary sewer system will have upon notice from the city ~~30 days~~ 90 days to disconnect or discontinue the direct or indirect use into the sanitary sewer.

(2) If, at the end of the ~~30 days~~ 90 days, the connection is not terminated, disconnected or discontinued, the City Superintendent shall disconnect, discontinue or terminate in any manner necessary the unlawful use of the sanitary sewer, at the expense of the owner of the real estate. The cost and expense of the removal shall be assessed against and shall be a lien upon the property.

(C) Any removal of a direct or indirect hookup performed by the City Superintendent pursuant to this section shall be reported to City Council indicating the property where the removal took place and the cost and expenses incurred because of the removal.

(D) Any levy and assessment upon and against property pursuant to this section shall be done in accordance with the rules and regulations governing assessments by the city.

(Prior Code, § 23-40) (Ord. 431, passed - -; Ord. passed 8-16-1971; Ord. 759, passed - -) Penalty, see § 53.999

### **RATES AND CHARGES**

#### **§ 53.080 CHARGES.**

Every residential household, commercial complex, commercial business or industry shall pay to the city the amount set forth under this subchapter for the proper operation of the sewage treatment plant and collection system. Any building which is privately owned, whether occupied or not, shall be subject to this payment.

**Comment [BK1]:** Changed to 90 days just be consistent with sump ordinance.

Any established multi-dwelling or mobile home park shall make payment based on the number of units as established by the system of payment. The payment shall be applied to each unit on the system, including those who disconnect for a period of time.

(Prior Code, § 23-41) (Ord. 759, passed - -)

**§ 53.081 WASTEWATER SERVICE CHARGES; GENERALLY; MEASUREMENT OF FLOW FOR COMPUTATIONS; FORMULA.**

(A) (1) (a) The wastewater service charge for the use of and for service supplied by the wastewater facilities of the city shall consist of a basic user charge for operation and maintenance plus replacement, a debt service charge and a surcharge, if applicable.

(b) The debt service shall be computed by dividing the annual debt service of all outstanding loans by the number of users. Through further divisions, the monthly debt service charges can be computed.

(c) The basic user charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal concentration:

1. A five-day, 20°C biochemical oxygen demand of 280 mg/l; and
2. A suspended solids (SS) content of 330 mg/l.

(2) It shall consist of operation and maintenance costs, plus replacement and shall be computed as follows:

(a) Estimate the projected annual revenue required to operate and maintain the wastewater facilities including a replacement fund for the year, for all works categories;

(b) Compute costs per 1,000 gallons for normal sewage strength; and

(c) Compute surcharge costs per 1,000 gallons per mg/l in excess of normal sewage strength for BOD and SS.

(3) A surcharge will be levied to all users whose waters exceed the maximum concentrations for BOD (280 mg/l) and SS (330 mg/l). The surcharge will be based on water meters and/or sewage meters for all wastes which exceed the 280 mg/l, 330 mg/l, BOD and SS, respectively. Division (C) below specifies the procedure to compute a surcharge.

(4) (a) The adequacy of the wastewater service charge shall be reviewed annually by the City Administrator for the city in the annual audit report. The wastewater service charge shall be revised periodically to reflect a change in debt service or a change in operation and maintenance costs including replacement costs.

(b) The city shall revise the user charges to accomplish the following:

1. Maintain the proportionate distributions, operation and maintenance costs among users and user classes as required herein; and

2. Generate sufficient revenue to pay the total operation and maintenance costs necessary to properly operate and maintain the treatment works.

(c) Apply excess revenues collected from a class of users to the cost of operation and maintenance attributable to that class for the next year and adjust the rate accordingly.

(Prior Code, § 23-42)

(B) The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption of each defined unit for each corresponding month to the lowest even increment of 1,000 gallons. For residential customers only, the city shall set, by resolution, the maximum number of gallons of water per month a unit may consume and still qualify for the basic user charges and surcharges.

(1) If the person discharging wastes into the public sewers procures any part, or all, of his or her water from sources other than the public waterworks system, all or a part of which is discharged into the public sewers, the person shall install and maintain, at his or her expense, water meters of a type approved by the city for the purpose of determining the volume of water obtained from these other sources.

(2) Devices for measuring the volume of waste discharged may be required by the city if these volumes cannot otherwise be determined from the metered water consumption records.

(3) Metering devices for determining the volume of waste shall be installed, owned and maintained by the person. Following approval and installation, the meters may not be removed, unless service is cancelled, without the consent of the city.

(Prior Code, § 23-43)

(C) The wastewater service charge shall be computed by the following formula:

$$TC = DS + AF + UR + SC$$

- (1) TC = Total amount of wastewater charges (\$) per billing period.
- (2) DS = Debt service charge, if any.
- (3) AF = Administrative fee for all related administrative costs.
- (4) UR = User rate for operation, maintenance and replacement (§ 53.083).
- (5) SC = Amount of surcharge (§ 53.082).
- (6) Bc = \$0.11/BOD5.
- (7) Sc = \$0.06/# suspended solids.
- (8) B = BOD5 - 280 mg/l.
- (9) S = SS - 330 mg/l.

(Prior Code, § 23-44)

(Ord. 554, passed - -; Ord. 759, passed - -; Ord. 786, passed - -)

#### **§ 53.082 COMPUTATION OF SURCHARGES.**

(A) The rates of surcharges for BOD5 and SS shall be as follows:

$CS = (Bc(B) + Sc(S)Vu)$

(B) The concentration of wastes used for computing surcharges shall be established by waste sampling.

Waste sampling shall be performed as often as may be deemed necessary by the city and shall be binding as a basis for surcharges.

(Prior Code, § 23-45) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.083 MINIMUM CHARGE.**

(A) The minimum monthly charge to each user regardless of usage shall be in an amount to be determined by City Council. This amount shall be charged to each single-family household and commercial customer and is subject to change by City Council.

(B) The minimum monthly charge shall be multiplied by the number of units of any multi-family household or mobile home park where there is only one meter.

(C) The sanitary sewer rate shall be in an amount to be determined by the City Council.

(Prior Code, § 23-48) (Ord. 759, passed - -; Ord. 798, passed - -; Ord. 815, passed - -; Ord. 823, passed - -; Ord. 825, passed 1-28-2008; Ord. 833, passed 11-25-2008; Am. Ord. 837, passed 11-12-2009; Am. Ord. 839, passed 5-26-2010)

#### **§ 53.084 WASTEWATER USER RATE.**

(A) The wastewater user rate will be in an amount to be determined by City Council.

(B) This rate will be effective 12-15-2008, with the January, 2009, billing reflecting the new rate.

(Prior Code, § 23-49) (Ord. 786, passed - -; Ord. 788, passed - -; Ord. 798, passed - -; Ord. 815, passed - -; Ord. 823, passed - -; Ord. 825, passed 1-28-2008; Ord. 833, passed 11-25-2008; Am. Ord. 837, passed 11-12-2009; Am. Ord. 839, passed 5-26-2010)

#### **§ 53.085 EFFECTIVE DATE.**

The rate shall be effective with the July 1, 2010, billing.

(Prior Code, § 23-50) (Ord. 759, passed - -; Ord. 798, passed - -; Ord. 815, passed - -; Ord. 823, passed - -; Ord. 825, passed 1-28-2008; Ord. 833, passed 11-25-2008; Am. Ord. 837, passed 11-12-2009; Am. Ord. 839, passed 5-26-2010)

#### **§ 53.086 BILLS; PROCEDURE GENERALLY; OUTDOOR WATER USE; LIENS; NOTICE; FORECLOSURE.**

(A) (1) (a) It is the policy of the city to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

1. That all bills are due and payable on or before the date set forth on the bill; and
2. That if any bill is not paid by or before that date, a second bill will be mailed containing a cutoff notice that if the bill is not paid within ten days of the mailing of the second bill, service will be discontinued for nonpayment; and
3. That any customer disputing the correctness of his or her bill shall have a right to a hearing, at which time he or she may be represented in person and by counsel or any other person of his or her choosing, and may present orally or in writing his or her complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and

shall have the authority to make a final determination of the customer's complaint.

(b) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified, but in no event until the charges have been due and unpaid for at least 30 days.

(c) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a turn-on charge as set out in the city rate ordinance.

(2) The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for service to the premises and the service is furnished to the premises by the city only upon the condition that the owner of the premises, occupant or user of the services are jointly and severally liable therefor to the city.

(Prior Code, § 23-51)

(B) Sewer billing for outdoor water use through the primary meter for residential customers shall be billed in the same manner as all other water usage. All other customers shall be required to purchase a separate meter to offset the cost of water not passing through the public sewage system. The cost of a second meter, installation and remoting shall be borne by the property owner.

(Prior Code, § 23-52)

(C) (1) (a) Whenever a bill for sewer service remains unpaid for 45 days after it has been rendered, the City Administrator shall file with the County Recorder a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the city claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.

(b) If the user whose bill is unpaid is not the owner of the premises and the City Administrator has notice of this, notice shall be mailed to the owner of the premises if his or her address is known to the Administrator, whenever the bill remains unpaid for the period of 45 days after it has been rendered.

(c) The failure of the City Administrator to record the lien or to mail the notice or the failure of the owner to receive the notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the foregoing section.

(2) Property subject to a lien for unpaid charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. The foreclosure shall be by bill-in-equity in the name of the city. The City Attorney is hereby authorized and directed to institute the proceedings in the name of the city in any court having jurisdiction over the matters against any property for which the bill has remained unpaid 45 days after it has been rendered.

(Prior Code, § 23-53)

(Ord. 554, passed - -; Ord. 759, passed - -; Ord. 786, passed - -; Ord. 836, passed 5-27-2009)

#### **§ 53.087 DISPOSITION OF REVENUES.**

(A) All revenues and money derived from the operation of the sewerage system shall be deposited in the Sewerage Account of the Sewerage Fund. All revenues and money shall be held by the City Administrator separate and apart from his or her private funds and separate and apart from all other funds of the city. There shall be two separate funds, one for operation, maintenance and replacement and one for debt service.

(B) The City Administrator shall receive all revenues from the sewerage system and all other funds and money incident to the operation of the system as the same may be delivered to him or her and deposit the same in the amount of the Fund designated as the Sewerage Fund of the city. The Administrator shall administer the Fund in every respect in the manner provided by statute.

(Prior Code, § 23-54) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.088 ACCOUNTS; ANNUAL AUDIT.**

(A) The City Administrator shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system and, at regular annual intervals, he or she shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

(B) In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the wastewater facilities, including a replacement cost, to indicate that sewer service charges do in fact meet these regulations. In this regard, the financial information to be shown

in the audit report shall include the following:

- (1) Flow data showing total gallons received at the wastewater plant for the current fiscal year;
- (2) Billing data to show total number of gallons billed;
- (3) Debt service for the next succeeding fiscal year;
- (4) Number of users connected to the system;
- (5) Number of nonmetered users; and
- (6) A list of users discharging nondomestic wastes (industrial users) and volume of waste discharged.

(Prior Code, § 23-55) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.089 NOTICE OF RATES.**

(A) Each user shall be notified at least annually, in conjunction with the regular billing, of the rate and that portion of the user charges which are attributable to wastewater treatment services.

(B) A copy of the rates and charges, properly certified by the City Administrator, shall be filed in the office of the County Register of Deeds and shall be deemed notice to all owners of real estate of the charges of the sewerage system of the city on their properties.

(Prior Code, § 23-56) (Ord. 554, passed - -; Ord. 759, passed - -)

#### **§ 53.090 ACCESS TO RECORDS.**

The United States Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the city which are applicable to the city system of user charges for the purpose of making audit, examination, excerpts and transactions thereof to ensure compliance with the terms of the special and general conditions to any federal grant.

(Prior Code, § 23-57) (Ord. 554, passed - -; Ord. 759, passed - -)

### **SUMP PUMP REQUIREMENTS**

#### **§ 53.105 STORM WATER DISCHARGE PROHIBITED.**

(A) It shall be unlawful for any owner, occupant or user of any premises to direct into or allow any storm water, ground water, roof run-off, pond overflow, well water or water from residential, industrial or commercial air conditioning systems to drain into the sanitary sewer system of the city.

(B) No rainspout, or other form of surface drainage and no foundation drainage or sump pump shall be connected or any substance other than sanitary sewage discharged into any sanitary sewer, except as provided herein.

(C) It is unlawful for any person or residence to discharge any water from roof, surface, drain tile, footing tiles, swimming pools, hot tubs or other natural precipitation into the sanitary sewer or adjoining properties.

(Prior Code, § 23-61) (Ord. 817, passed - -) Penalty, see § 53.999

#### **§ 53.106 SUMP PUMP DISCHARGE.**

(A) Dwellings, buildings and structures may use a permanently installed sump pump and discharge line to the outside to prevent the inflow infiltration of clear water into the sanitary sewer, except as provided herein.

(B) A permanent installation shall provide for year-round discharge capability, to the outside of the building, connected to a storm sewer or discharged through the curb to the street.

(C) The discharge line from the sump pump shall be of rigid construction without valves or quick connection for altering the path of the discharge.

(D) No discharge shall direct so as to impact neighboring properties or any city street, sidewalk or right-of-way. The City may allow installation of a locked "winter/summer" valve in individual circumstances to abate nuisance icing where no subdrain/storm sewer and other reasonable alternative exists, only with review and express permission of the City.

(Prior Code, § 23-62) (Ord. 817, passed - -) Penalty, see § 53.999

#### **§ 52.107 SUMP PUMP AND DRAIN TILE SYSTEM.**

A drain tile, sump basket, pump, electrical receptacle and pipe connection to the outside may be installed in any existing building and new buildings within the city, provided the design and installation complies with the provisions of this section and passes inspection by the Building Official.

(Prior Code, § 23-63) (Ord. 817, passed - -)

### **DISCHARGE OF SURFACE WATERS PROHIBITED**

#### **§ 53.120 OTHER PROHIBITED DISCHARGES.**

No person shall discharge or cause to be discharged any storm water, ground water, roof run-off, yard drainage, yard fountain, pond overflow or any substance other than sanitary sewage into the sanitary

**Comment [BK2]:** Added. Allows valving with permission.

collection system.

(Prior Code, § 23-71) (Ord. 817, passed - -) Penalty, see § 53.999

**§ 53.121 DISCONNECTION.**

Any person, firm or corporation having a roof drain, sump pump, swimming pool discharge, cistern overflow pipe or any surface drain now connected and/or discharging into the sanitary sewer system shall disconnect and/or remove same prior to 5-31-2006. Any disconnects or openings in the sanitary sewer shall be sealed.

(Prior Code, § 23-72) (Ord. 817, passed - -) Penalty, see § 53.999

**§ 53.122 SUMP PUMP.**

Sump pumps shall have a discharge system installed to the outside wall of the building. The pipe attachment shall be a permanent fitting such as PVC pipe with glued fittings. The discharge shall extend at least three feet outside of the foundation wall. When a sump pit exists in any building, it shall have a pump installed: no empty pits shall be permitted.

(Prior Code, § 23-73) (Ord. 817, passed - -) Penalty, see § 53.999

**§ 53.123 INSPECTION.**

Every person owning improved real estate that discharges into the city's sanitary sewer system shall allow the city employees, or their designees, to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. Any person refusing to allow his or her property to be inspected shall immediately become subject to the surcharge hereinafter provided for. The owner of any such property may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the city to perform such inspection. Such plumber shall inspect the owner's property and shall complete, sign and return an inspection form to the City, documenting the results of the inspections. The inspection form shall be furnished to the property owner or licensed plumber upon request. All costs associated with an inspection by a licensed plumber retained by the property owner under this section shall be the responsibility of the property owner.

The owner of any improved real estate shall have a period of thirty (30) days from the date the city sends a written notice to the owner requesting admittance to the owner's property for an inspection, to either allow a city inspection of the property, or to contract with a licensed plumber to perform the inspection, and notify the city of the results thereof. Such inspection, whether performed by the city inspection, or by the licensed plumber hired by the property owner, shall be completed within said thirty (30) day period. Upon completion of city inspection of a property, or upon the city's receipt of an inspection form from the licensed plumber hired by the owner of the property, if the city shall determine whether any such property is improperly discharging storm water into city sanitary sewer system, then the owner shall have a period of ninety (90) days from the date the city sends such written notice to the owner, to obtain a plumbing permit, and to disconnect owner's sump pump or other prohibited discharge into the city sanitary sewer system and to request-reinspection, certifying that all work necessary to disconnect the owner's sump pump or other prohibited discharge from said property into the city sanitary sewer system has been completed. All work that is necessary to comply with the provisions of this division which requires the insurance of any plumbing, building, or other permit under this code shall be inspected by the city.

(Prior Code, § 23-74) (Ord. 817, passed - -) Penalty, see § 53.999

**§ 53.124 SURCHARGE.**

A surcharge in an amount to be determined by City Council is hereby imposed and shall be added to every sewer billing mailed on and after 11-1-2007, to property owners who are not in compliance with this section, and to property owners who have refused entry to city employees, or their designees, to determine compliance. Said surcharge shall commence on the first day of the month following the expiration of the thirty (30) day period set forth for inspection, or the ninety (90) day period set forth for correction of deficiencies, as applicable, when either the property owner has failed to timely allow city inspection or has failed to timely correct any illegal connections to the city sanitary sewer system. The surcharge shall be added every month, until the property is in compliance. The imposition of the surcharge shall, in no way, limit the right of the city to seek relief under § 53.068 or to seek an injunction in District Court ordering the property owner to discontinue the nonconforming connection to the sanitary sewer system or from pursuing other legal remedies available. This monthly surcharge is intended to offset the added cost to the city associated with having the city wastewater collection, conveyance and treatment systems process clear or clean water (Inflow/Infiltration) unnecessarily, when the status of the property owner's connection or

**Comment [BK3]:** Added. This for enforcement. Prevents ppl from just removing sump pump to become compliant.

**Comment [BK4]:** Added. Right to hire private plumber

**Comment [BK5]:** Added. Timeline.

**Comment [BK6]:** Added. Surcharge timeline.

non-connection to the city sanitary sewer system cannot be ascertained, or when the owner has failed to timely disconnect any discharge of storm water to the city sanitary sewer system. (Prior Code, § 23-75) (Ord. 817, passed - -; Ord. 824, passed - -)

#### **§ 53.125 RIGHT TO INSPECTION.**

Upon verified compliance with this section, the city reserves the right to inspect the property at least yearly to verify continuing compliance herewith. (Prior Code, § 23-76) (Ord. 817, passed - -)

### **BACKFLOW PREVENTION AND CROSS-CONNECTION**

#### **§ 53.135 GENERAL POLICY.**

The purpose of this subchapter is:

(A) To protect the health and welfare of users of the public potable water supply from the possibility of contamination or pollution of the potable water system(s) under the direct authority of the public water utility.

(B) To promote for the control and/or elimination of existing cross connections (actual or potential) between the customer's potable water system(s) and other environment containing substance(s).

(C) To provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water system(s) under the direct authority of the public water utility (PWU). (Ord. 2670, passed - -)

#### **§ 53.136 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BACKFLOW.** The undesirable flow of water or mixtures of water and other liquids, gases or other substances under positive or reduced pressure into the Water Utility (hereinafter "Utility") potable supply of water from any source.

**BACKFLOW PREVENTION.** A means designed to prevent backflow caused by backpressure or back-siphonage; most commonly categorized as air gap, reduced pressure principle assembly, double check valve assembly, pressure vacuum breaker assembly, back siphonage vacuum breaker (spill resistant vacuum breaker) assembly, atmospheric vacuum breaker, hose connection vacuum breaker, hose connection backflow preventer, backflow preventer with intermediate atmospheric vent, and barometric loop.

**BACKPRESSURE.** An elevation of pressure in the downstream piping system (i.e., pump, elevation of piping, or steam and/or air pressure) above the utility supply pressure, which would cause or tend to cause a reversal of the normal direction of flow.

**BACK-SIPHONAGE.** The flow of water or other liquids, mixtures or substances into the utility's potable water supply system from any source caused by the sudden reduction of pressure in the utility's potable water supply system.

**CROSS-CONNECTION.** Any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Utility, and the other containing water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

**CROSS-CONNECTION CONTROL MANUAL.** Policies for cross connection control and backflow prevention for the city. (Ord. 2670, passed - -)

#### **§ 53.137 CROSS-CONNECTION PROHIBITED.**

No person shall establish or permit to be established or maintain or permit to be maintained any cross-connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply, other than the public water supply of the utility, may enter the potable water supply of the utility, unless such private, auxiliary, or emergency water supply and the method of connection and use of such supply shall have been approved by the utility and the State of Minnesota. (Ord. 2670, passed - -) Penalty, see § 53.999

#### **§ 53.138 RESPONSIBILITY.**

The Department of Public Water and Utilities Department shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of

**Comment [BK7]:** Added. Surcharge is for added treatment costs.

contaminants or pollutant. The utility shall charge fees according to the utilities cross-connection control manual for maintaining a comprehensive cross connection control protection plan.

(Ord. 2670, passed - -)

#### **§ 53.139 OWNER RESPONSIBILITY.**

The property owner shall be responsible for the protection of customer's potable water system. For the elimination of or protection from all cross connection on their premises. The owner shall, at their expense, install, maintain, and test any and all backflow preventers on their premises in compliance with Department of Public Water and the Utilities Cross Connection Control Manual. The property owner shall have corrected any malfunction, revealed by periodic testing, of any backflow preventer on their premises. The property owner shall inform the utility of any proposed or modified cross-connections and also any existing cross-connections that are not protected by an approved backflow prevention means. The property owner shall not install a by-pass around any backflow preventer unless there is a backflow preventer of the same type in the by-pass. Property owners who cannot shut down operation for testing of the backflow prevention assembly must supply additional assembly necessary to allow testing to take place. In the event the property owner installs potable water using fixtures, equipment or appurtenances upstream of a backflow preventer, such must have its own approved backflow prevention means. The property owner is required to follow the protection practices described in the American Water Works Association publication AWWA M14 titled *Recommended Practice for Backflow Prevention and Cross-Connection Control*, United States Environmental Protection Agency titled *Cross Connection Control Manual* and the *Utilities Cross Connection Control Manual*; unless the utility requires or authorizes other means of protecting the potable water system. These requirements or authorizations will be at the discretion of the utility.

(Ord. 2670, passed - -) Penalty, see § 53.999

#### **§ 53.140 INSPECTIONS.**

It shall be the duty of the utility to cause inspection to be made of all properties serviced by the utility where cross-connection with the public water system is deemed possible. Residential properties serviced by the utility shall be inspected on a 15-year interval. The utility may, but is not required to, perform the cross-connection inspection of the owner's property. If, in the opinion of the utility, the utility is not able to perform the inspection the property owners must, at their own expense, have the plumbing inspected for cross-connections by a certified cross-connection control inspector/surveyor. All non-residential properties serviced by the utility shall be inspected on a two-year interval. The utility may, but is not required to, perform the cross-connection inspection of the owner's property. If, in the opinion of the utility, the utility is not able to perform the inspection, the property owners must, at their own expense, have the plumbing inspected for cross-connections by a certified cross-connection control inspector/surveyor who is a state certified plumber. The frequency of required inspections and re-inspections, based on potential health hazards involved, may be shortened by the utility.

(Ord. 2670, passed - -)

#### **§ 53.141 RIGHT OF ENTRY.**

Upon presentation of credentials, representatives of the utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public potable water system of the utility for cross-connections. If entry is refused, such representatives shall obtain a special inspection warrant. The utility shall charge the property owner a fee to be determined by the City Council per day for refusal to allow entry to examine any property. Upon request, the owner, lessee, or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.

(Ord. 2670, passed - -)

#### **§ 53.142 AUTHORITY TO DISCONTINUE SERVICE.**

The Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this section exists and to take such other precautionary measures deemed necessary to eliminate any damage of contamination of the potable water system. Water service shall be discontinued if the means of backflow prevention required by the utility is not installed, tested, maintained, and repaired in compliance with this subchapter, Department of Public Utilities and the *Utilities Cross Connection Control Manual*, or if it is found that the means of backflow prevention required by this subchapter has been removed or bypassed. Water service shall be discontinued only after reasonable notice and opportunity for hearing except as provided in § 53.144.

(Ord. 2670, passed - -)

**§ 53.143 RECONNECTION OF SERVICE.**

Water service to any property discontinued under the provisions of this subchapter shall not be restored until the cross-connection has been eliminated or a backflow prevention means approved by the Utility has been installed in compliance with the provisions of this section.

(Ord. 2670, passed - -) Penalty, see § 53.999

**§ 53.144 EMERGENCY DISCONTINUANCE OF SERVICE.**

If it is determined by the utility that a cross-connection or an emergency endangers public health, safety, or welfare and requires immediate action, service may be immediately discontinued. The owner, lessee, or occupant shall have an opportunity for a hearing within ten days of such emergency discontinuance. Such hearing shall be before the City Water Department and shall conform to all existing due process requirements.

(Ord. 2670, passed - -)

**§ 53.145 ADDITIONAL PROTECTION.**

In the case of premises having a:

- (A) Internal cross-connections that cannot be permanently corrected or controlled;
- (B) Intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installing an approved backflow preventer in the service line. In the case of any premises where there is any material dangerous to health that is handled in such a manner that, in the opinion of the utility, could create an actual or potential hazard to the public water system, an approved air-gap separation or an approved reduced-pressure principle assembly shall protect the public water system. Examples of premises where these conditions will exist include sewage treatment plants, hospitals, mortuaries, plating plants, and car wash establishments. In the case of any premises where, in the opinion of the utility, an undue health threat is posed because of the presence of toxic substances, the utility may require an approved air gap or reduced pressure principle assembly at the service connection to protect the public water system. This requirement will be at the discretion of the utility.

(Ord. 2670, passed - -)

**§ 53.146 PUBLIC WATER SUPPLIES.**

This section does not supersede the State of Minnesota Water Supplies Code, but is supplementary to it.

(Ord. 2670, passed - -)

**§ 53.147 PLUMBING CODE.**

This section does not supersede the State of Minnesota Chapter 4715, but is supplementary to it.

(Ord. 2670, passed - -)

**§ 53.999 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who violates or fails to comply with any of the provisions of §§ 53.020 through 53.029 shall be guilty of a misdemeanor and, upon conviction, subject to misdemeanor penalties. Each day that the violation is permitted to exist shall constitute a separate offense.

(Prior Code, § 23-17)

(C) Any person violating any provisions of § 53.041 shall be guilty of a misdemeanor and, upon conviction, subject to misdemeanor penalties. Each day of each violation shall be deemed a separate offense. Any person violating any of the provisions of § 53.041 shall become liable to the city for any expense, loss or damage occasioned the city by reason of the violation.

(Prior Code, § 23-19)

(D) (1) Any person found to be violating any provision of §§ 53.055 through 53.068, except § 53.067, shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in the notice, permanently cease all violations. The city may revoke any permit for sewage disposal as a result of any violation of any provision of §§ 53.055 through 53.068.

(2) Any person who shall continue any violation beyond the time limit provided for in division (D)(1) above shall be guilty of a misdemeanor and shall be subject to the maximum penalties provided by the law

for a misdemeanor conviction.

(3) Any person violating any of the provisions of §§ 53.055 through 53.068 shall be liable to the city for any and all damages caused by the violation.

(Prior Code, § 23-20)

(E) Any person violating any provisions of §§ 53.080 through 53.090 shall be guilty of a misdemeanor offense and, upon conviction, be subject to misdemeanor penalties.

(Prior Code, § 23-58)

(Ord. 538, passed - -; Ord. 554, passed - -; Res. 623, passed - -; Ord. 759, passed - -)

## **CHAPTER 54: ELECTRICITY AND NATURAL GAS FRANCHISE**

Section

### *Rates and Charges for Electrical Service*

- 54.01 Rates and regulations; Council to establish
- 54.02 Payment; failure to pay
- 54.03 To become lien on land
- 54.04 Deposits; billing; notice required for certain service
- 54.05 Return of deposit upon termination of service and payment of bill
- 54.06 Service fee may be charged upon change in ownership, possession of premises or disconnection
- 54.07 Rolling average budget plan
- 54.08 Estimated electric meter reading charges
- 54.09 Test meter charges and regulations established
- 54.10 Protection of electrical facilities
- 54.11 Load management controllers

### *Franchise Granted to Peoples Natural Gas*

- 54.25 Franchise granted
- 54.26 Term
- 54.27 Governing rules and regulations
- 54.28 Construction
- 54.29 Maintenance
- 54.30 Extension of company facilities
- 54.31 Relocation of company facilities
- 54.32 Confidential information
- 54.33 Force majeure
- 54.34 Hold harmless
- 54.35 Notices
  
- 54.99 Penalty

#### **Cross-reference:**

*Fire protection generally, see Ch. 91 of this Code*

*Interference with transmission lines by trees, see § 93.10*

*Water and sewers generally, see Ch. 53 of this Code*

#### **Statutory reference:**

*Electricity and electricians generally, see M.S. §§ 326.241 to 326.248*

*For state law as to authority of city to regulate construction of buildings, see M.S. § 412.221(28)*

*Public utilities generally, see M.S. §§ 412.321 to 412.391*

## **RATES AND CHARGES FOR ELECTRICAL SERVICES**

### **§ 54.01 RATES AND REGULATIONS; COUNCIL TO ESTABLISH.**

The City Council shall set the rates and the time of payment for electrical service from time to time. The City Council may also establish regulations by resolution concerning the use, availability, furnishing of electrical energy in the city and fees in conjunction therewith. By reference see Ch. 50, Public Works Generally, as amended by Ordinance 682, passed 2-17-1993 and Ordinance 684, passed 5-19-1993, §§

50.04(B) and (C).

(Prior Code, § 7-16) (Ord. 439, passed 8-29-1967; Ord. 684, passed 5-19-1993)

**§ 54.02 PAYMENT; FAILURE TO PAY.**

The user of electrical energy furnished and provided by the city shall be liable and responsible for the payment of all charges and rates in connection with such use, and upon default of payment of such charges and rates within the time permitted, the city shall have the right and is hereby granted the right to discontinue furnishing electrical energy to such user, and when such electrical energy is discontinued, no person shall thereafter reestablish such connection without authorization from the city, nor until the service fee established by § 54.06 is paid and payment in full of the overdue electrical bill has been received by the city. (Prior Code, § 7-18) (Ord. 439, passed 8-29-1967; Ord. 515, passed - -; Ord. 624, passed - -)

**§ 54.03 TO BECOME LIEN ON LAND.**

In the event the user or users of such electrical energy fail to pay for such electrical energy when due and payable, the delinquent account shall be certified to the county auditor and levied against the lands in question and assessed against such land or lands in the form of taxes.

(Prior Code, § 7-19) (Ord. 439, passed 8-29-1967)

**§ 54.04 DEPOSITS; BILLING; NOTICE REQUIRED FOR CERTAIN SERVICE.**

(A) Deposits shall be made in the city office by all customers who are not bona fide owners of premises occupied at a rate set annually by resolution of the City Council.

(B) Bills shall be mailed on the first day of the month. Penalties shall be attached after the fifteenth of the month without special notice. Service shall be disconnected if bills are not paid by the twenty-fifth of the month. A service fee will be made in accordance with § 54.06.

(C) Prior notice must be given for:

(1) New three phase service.

(2) Single phase service for 200 amperes or more.

(3) Electricians, developers or contractors to furnish meter socket in accordance with recommended list provided by Kasson Public Utilities, a copy of which is available at the City Administrator's office and at the office of the utilities superintendent.

(Prior Code, § 7-20) (Ord. 439, passed 8-29-1967; Ord. 515, passed - -; Ord. 640, passed - -; Ord. 653, passed - -; Ord. 762, passed - -)

**§ 54.05 RETURN OF DEPOSIT UPON TERMINATION OF SERVICE AND PAYMENT OF BILL.**

All customer deposits as required by this subchapter shall be subject to the following:

(A) Upon termination of service with all bills paid, the deposit shall be returned to the customer within 45 days, less than deductions made in accordance with division (C).

(B) Interest shall be paid on deposits in excess of \$20 at the rate of 6% per year. The city may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

(C) At the time the deposit is made, the city shall furnish the customer with a written receipt specifying the conditions, if any, upon which the deposit will be diminished upon return.

(D) Advance payments or prepayments shall not be construed as being a deposit.

(Prior Code, § 7-21) (Res. 169, passed - -)

**§ 54.06 SERVICE FEE MAY BE CHARGED UPON CHANGE IN OWNERSHIP, POSSESSION OF PREMISES, OR DISCONNECTION.**

When there is a change in ownership, possession of residential or commercial property or disconnection, and unless arrangements are made in advance with the City Administrator's office, the City shall have the option of terminating electrical service to such property and of charging a service fee for the reinstatement of such services:

(A) Service fee for reinstatement of electrical services during city business hours, 7:00 a.m. to 3:30 p.m., Monday through Friday, at a rate set by the City Council.

(B) No services shall be reinstated from 3:30 p.m. to 7:00 a.m. and no services shall be reinstated on weekends or holidays.

(Prior Code, § 7-22) (Ord. 515, passed - -; Ord. 623, passed - -; Ord. 762, passed - -)

**§ 54.07 ROLLING AVERAGE BILLING PLAN.**

A budget billing plan is hereby established for city public utilities customers who request the plan, subject to the following rules and regulations:

(A) All current billing charges must be paid in full to be eligible for the plan.

(B) Enrollment shall be subsequent to the next billing cycle.

(C) Billing is based on an average usage for the previous 13 months and amounts due will vary slightly with each billing.

(D) If budget plan accounts are delinquent two times in a calendar year, they will be removed from the plan, and must establish a good payment record for one year before being eligible for the plan again.

(E) The due date for budget plan accounts shall be the same as that established for regular monthly billing customers.

(Prior Code, § 7-23) (Res. 912, passed - -)

#### **§ 54.08 ESTIMATED ELECTRIC METER READING CHARGES.**

After two consecutive meter reading estimates by the billing department on any one utility customer account, a fee at a rate set annually by the City Council shall be charged. A fee at a rate set annually by the City Council shall be charged for each every following consecutive estimated meter reading. Customers wishing to avoid the estimate charge must call in the meter reading when a request tag is left by the meter reader.

(Prior Code, § 7-24) (Ord. 650, passed - -; Ord. 762, passed - -)

#### **§ 54.09 TEST METER CHARGES AND REGULATIONS ESTABLISHED.**

A fee at a rate set annually by the City Council, paid in advance, at the public utility office shall be charged to the user or users of electrical energy requesting installation of a test meter for the purpose of evaluating accuracy of an in-place meter. Accuracy shall be determined within a 5% range or actual KWH's metered by the test meter. Kasson public utilities shall replace the in-place meter should there be a variance of over five KWH low or high from actual KWH's as calibrated by the test meter.

(Prior Code, § 7-25) (Res. 1382A, passed - -; Ord. 762, passed - -)

#### **§ 54.10 PROTECTION OF ELECTRICAL FACILITIES.**

The customer shall use reasonable diligence to protect the facilities of Kasson public utilities used on the customer's premises, and to prevent tampering or interference with such facilities. Kasson public utilities may disconnect service in cases where the electrical meter and/or wiring on the customer's premises have been tampered with or energy is unmetered. In cases of such unauthorized use of service, the Kasson public utilities will continue service only after the customer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation, and make provisions and pay charges for metering charges as may be required by Kasson public utilities. Failure to enter into and to comply with such an agreement shall be cause to discontinue service.

(Prior Code, § 7-26) (Ord. 749, passed - -)

#### **§ 54.11 LOAD MANAGEMENT CONTROLLERS.**

The Kasson Electric Utility shall require load management controllers on new houses permitted after January 1, 2014 with central air conditioner units; and, on replacement central air conditioner units permitted after January 1, 2014. Conservation Improvement Program incentives shall be available to all houses utilizing load management controllers on central air conditioner units.

(Ord. 858, passed 1-13-2016)

### **FRANCHISE GRANTED TO PEOPLES NATURAL GAS**

#### **§ 54.25 FRANCHISE GRANTED.**

The City of Kasson, Minnesota (hereinafter referred to as "grantor"), hereby grants a nonexclusive franchise to Peoples Natural Gas, a division of UtiliCorp United Inc., a Delaware corporation (hereinafter called "grantee"), its lessees, successors and assigns. This repeals the franchise previously granted by Ordinance No. 492. Grantee is hereby granted the right, privilege, franchise, permission, and authority to construct, maintain, operate and extend in the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said grantor, a natural gas distribution system for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said grantor to points beyond the limits thereof. Grantor further grants grantee the right, permission and authority to lay, install, maintain, and operate over, across and along all of the streets, avenues, alleys, bridges, public rights-of-way and public places of grantor all mains, services, pipes, conduits, and appliances necessary or convenient for transmitting, transporting, distributing, and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of grantor and in carrying on such business.

(Prior Code, § 7-28) (Ord. 781, passed - -)

**§ 54.26 TERM.**

The rights and privileges granted by this subchapter shall remain in effect for a period of 25 years from the effective date of this subchapter.

(Prior Code, § 7-29) (Ord. 781, passed - -)

**§ 54.27 GOVERNING RULES AND REGULATIONS.**

This subchapter is granted subject to all conditions, limitations, and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by the laws of the State of Minnesota. The rates to be charged by grantee for service within the present or future corporate limits of grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by grantee. Provided, however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes grantee from recovering from its customers any cost associated with services provided hereunder, then grantee and grantor shall renegotiate the terms of this subchapter in accordance with the action taken, so as to allow grantee to be made whole economically. In determining the rights and duties of the grantee, the terms of this franchise subchapter shall take precedence over any conflicting terms or requirements contained in any other article enacted by the grantor

(Prior Code, § 7-30) (Ord. 781, passed - -)

**§ 54.28 CONSTRUCTION.**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by grantee; leaving such properties in as good condition as existed immediately prior to excavation.

(Prior Code, § 7-31) (Ord. 781, passed - -)

**§ 54.29 MAINTENANCE.**

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of grantor, its inhabitants and industries. While maintaining its facilities and equipment, grantee shall obtain permits as required by ordinance, except that in emergency situations, grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, grantee shall notify grantor as soon as reasonably possible.

(Prior Code, § 7-32) (Ord. 781, passed - -)

**§ 54.30 EXTENSION OF COMPANY FACILITIES.**

Upon receipt and acceptance of a valid application for service, grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of grantor. No obligation shall extend to, or be binding upon, grantee to extend its facilities if grantee is, for any reason, unable to obtain and deliver an adequate energy supply.

(Prior Code, § 7-33) (Ord. 781, passed - -)

**§ 54.31 RELOCATION OF COMPANY FACILITIES.**

If grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, grantee, upon reasonable notice from grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the grantor, at the cost and expense of grantee. If grantor orders or requests grantee to relocate its facilities or equipment primarily for non-public purposes or the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other nonpublic entity, and such removal is necessary to prevent interference and not merely for the convenience of the grantor or other right-of-way user, grantee shall receive reimbursement for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for grantee's facilities.

(Prior Code, § 7-34) (Ord. 781, passed - -)

**§ 54.32 CONFIDENTIAL INFORMATION.**

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If grantee requests that any information provided by grantee to grantor be kept confidential due to such proprietary or commercial value, grantor and its employees, agents, and representatives shall maintain the confidentiality of that information. If grantor is requested or required by legal or administrative process to disclose any such confidential information, grantor shall promptly notify grantee of such request or requirement so that grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of grantee's confidential information is maintained.

(Prior Code, § 7-35) (Ord. 781, passed - -)

#### **§ 54.33 FORCE MAJEURE.**

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; (2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; (3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

(Prior Code, § 7-36) (Ord. 781, passed - -)

#### **§ 54.34 HOLD HARMLESS.**

Grantee, during the term of this subchapter, agrees to save harmless grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of grantee; provided, however, that grantee need not save harmless grantor from claims, demands, losses and expenses arising out of the negligence of grantor, its employees or agents.

(Prior Code, § 7-37) (Ord. 781, passed - -)

#### **§ 54.35 NOTICES.**

Any notices required to be given hereunder shall be sent to the following:

(A) If to grantee: Vice President, Customer Operations, UtiliCorp United Inc., 20 W. Ninth Street, Kansas City, Missouri 64105.

(B) If to grantor: City Administrator, 401 Fifth Street SE, Kasson, Minnesota 55944-2204.

(Prior Code, § 7-38)

#### **§ 54.99 PENALTY.**

(A) Any person who violates any provision of this chapter for which no penalty is set out shall be subject to § 10.99.

(B) Any person who violates §§ 54.01 to 54.10 above is guilty of a misdemeanor.

(Prior Code, § 7-27) (Ord. 749, passed - -)

## **CHAPTER 55: PUBLIC RIGHTS-OF-WAY**

Section

### ***Right-of-Way Management***

- 55.01 Election to manage the public rights-of-way
- 55.02 Definitions
- 55.03 Permit requirement
- 55.04 Permit applications
- 55.05 Issuance of permits; conditions
- 55.06 Permit fees
- 55.07 Right-of-way patching and restoration
- 55.08 Supplementary applications
- 55.09 Denial of permit
- 55.10 Installation requirements

- 55.11 Inspection
- 55.12 Work done without a permit
- 55.13 Supplementary notification
- 55.14 Revocation of permits
- 55.15 Mapping data
- 55.16 Location facilities
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- 55.18 Damage to other facilities
- 55.19 Right-of-way vacation
- 55.20 Indemnification and liability
- 55.21 Abandoned and unusable facilities
- 55.22 Appeal
- 55.23 Reservation of regulatory and police powers

### **RIGHT-OF-WAY MANAGEMENT**

#### **§ 55.01 ELECTION TO MANAGE THE PUBLIC RIGHTS-OF-WAY.**

Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city hereby elects, pursuant M.S. § 237.163 subd. 2(b), to manage rights-of-way within its jurisdiction.

(Ord. 870, passed 11-22-2017)

#### **§ 55.02 DEFINITIONS.**

The definitions included in M.S. § 237.162, Minnesota Rules 7810.0100, subps. 1 through 25 are hereby adopted by reference and are incorporated into this chapter as if set out in full.

(Ord. 870, passed 11-22-2017)

#### **§ 55.03 PERMIT REQUIREMENT.**

(A) *Permit required.* Except as otherwise provided in this subchapter, no person may obstruct or excavate any right-of-way without first having obtained the appropriate right-of-way permit from the city to do so.

(1) *Excavation permit.* An excavation permit is required to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.

(2) *Obstruction permit.* An obstruction permit is required to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

(B) *Permit extensions.* No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (ii) a new permit or permit extension is granted.

(C) *Delay penalty.* In accordance with Minnesota Rule 7819.1000, subp. 3 and notwithstanding division (B) of this section, the city shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.

(D) *Permit display.* Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the city.

(Ord. 870, passed 11-22-2017)

#### **§ 55.04 PERMIT APPLICATIONS.**

Application for a permit is made to the city. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:

(A) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities, and the following information:

(1) Each permittee's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.

(2) The name, address and email address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times.

(3) A certificate of insurance of self-insurance:

(a) Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the State of Minnesota, or a form of self-insurance acceptable to the city.

(b) Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the:

1. Use and occupancy of the right-of-way by the permittee, its officers, agents, employees and permittees; and

2. Placement and use of facilities and equipment in the right-of-way by the permittee, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;

(c) Naming the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

(d) Requiring that the city be notified 30 days in advance of cancelation of the policy or material modification of a coverage term;

(e) Indicating comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the city in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this chapter.

(f) The city may require a copy of the actual insurance policies.

(g) A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

(B) Payment of money due the city for:

(1) Permit fees, estimated restoration costs and other management costs;

(2) Prior obstructions or excavations;

(3) Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the city;

(4) Franchise fees or other charges, if applicable.

(Ord. 870, passed 11-22-2017)

#### **§ 55.05 ISSUANCE OF PERMIT; CONDITIONS.**

(A) *Permit issuance.* If the applicant has satisfied the requirements of this chapter, the city shall issue a permit.

(B) *Conditions.* The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state and federal laws, including but not limited to M.S. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minnesota Rules Chapter 7560.

(C) *Trenchless excavation.* As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes, Chapter 216D and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating as determined by the city.

(Ord. 870, passed 11-22-2017)

#### **§ 55.06 PERMIT FEES.**

The city shall establish permit fees in an amount sufficient to recover public expense and/or development fees in connection with the consideration of the application.

(A) *Excavation permit fee.* The city shall establish an Excavation permit fee in an amount sufficient to recover the following costs:

(1) The city management costs;

(2) Degradation costs, if applicable.

(B) *Obstruction permit fee.* The city shall establish the obstruction permit fee and shall be in an amount sufficient to recover the city management costs.

(C) *Payment of permit fees.* No excavation permit or obstruction permit shall be issued without payment of excavation or obstruction permit fees. The city may allow applicant to pay such fees within 30 days of billing.

(D) *Nonrefundable.* Permit fees that were paid for a permit that the city has revoked for a breach as stated

in § 55.14 are not refundable.

(E) *Application to franchises.* Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise. (Ord. 870, passed 11-22-2017)

#### **§ 55.07 RIGHT-OF-WAY PATCHING AND RESTORATION.**

(A) *Timing.* The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable.

(B) *Patch and restoration.* Permittee shall patch its own work. The city may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

(1) *City restoration.* If the city restores the right-of-way, permittee shall pay the costs thereof within 30 days of billing. If, following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the city, within 30 days of billing, all costs associated with correcting the defective work.

(2) *Permittee restoration.* If the permittee restores the right-of-way itself, it shall at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rule 7819.3000.

(3) *Degradation fee in lieu of restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching and the degradation fee shall not include the cost to accomplish these responsibilities.

(C) *Standards.* The permittee shall perform excavation, backfilling, patching and restoration according to the standards and with the materials specified by the city and shall comply with Minnesota Rule 7819.1100.

(D) *Duty to correct defects.* The permittee shall correct defects in patching or restoration performed by permittee or its agents. The permittee upon notification from the city, shall correct all restoration work to the extent necessary, using the method required by the city. Said work shall be completed within five calendar days of the receipt of the notice from the city, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable.

(E) *Failure to restore.* If the permittee fails to restore the right-of-way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city at its option may do such work. In that event the permittee shall pay to the city, within 30 days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the city may exercise its rights under the construction performance bond.

(Ord. 870, passed 11-22-2017)

#### **§ 55.08 SUPPLEMENTARY APPLICATIONS.**

(A) *Limitation on area.* A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must, before working in that greater area:

(1) Make application for a permit extension and pay any additional fees required thereby; and

(2) Be granted a new permit or permit extension.

(B) *Limitation on dates.* A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

(Ord. 870, passed 11-22-2017)

#### **§ 55.09 DENIAL OF PERMIT.**

The city may deny a permit for failure to meet the requirements and conditions of this chapter or if the city determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

(Ord. 870, passed 11-22-2017)

#### **§ 55.10 INSTALLATION REQUIREMENTS.**

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100 and 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the M.S. §§ 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minnesota Rules Chapter 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in § 55.03(B).

(Ord. 870, passed 11-22-2017)

#### **§ 55.11 INSPECTION.**

(A) *Notice of completion.* When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minnesota Rule 7819.1300.

(B) *Site inspection.* Permittee shall make the work-site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

(C) *Authority of Director.*

(1) At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.

(2) The director may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten days after issuance of the order, the permittee shall present proof to the director that the violation has been corrected. If such proof has not been presented within the required time, the director may revoke the permit pursuant to § 55.23.

(Ord. 870, passed 11-22-2017)

#### **§ 55.12 WORK DONE WITHOUT A PERMIT.**

(A) *Emergency situations.* Each registrant shall immediately notify the director of any event regarding its facilities that it considers to be an emergency. The owner of the facilities may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two business days after the occurrence of the emergency, the owner shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency. If the city becomes aware of an emergency regarding facilities, the city will attempt to contact the local representative of each facility owner affected, or potentially affected, by the emergency. In any event, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the person whose facilities occasioned the emergency.

(B) *Non-emergency situations.* Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by the city code, deposit with the city the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

(Ord. 870, passed 11-22-2017)

#### **§ 55.13 SUPPLEMENTARY NOTIFICATION.**

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the city of the accurate information as soon as this information is known.

(Ord. 870, passed 11-22-2017)

#### **§ 55.14 REVOCATION OF PERMITS.**

(A) *Substantial breach.* The city reserves its right, as provided herein, to revoke any right-of-way permit without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

- (1) The violation of any material provision of the right-of-way permit;
- (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
- (3) Any material misrepresentation of fact in the application for a right-of-way permit;
- (4) The failure to complete the work in a timely manner, unless a permit extension is obtained or unless

the failure to complete work is due to reasons beyond the permittee's control; or

(5) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to § 55.11.

(B) *Written notice of breach.* If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the city, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.

(C) *Response to notice of breach.* Within 24 hours of receiving notification of the breach, permittee shall provide the city with a plan, acceptable to the city, which will cure the breach. Permittee's failure to so contact the city, or permittee's failure to timely submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit. Further, permittee's failure to so contact the city, or permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall automatically place the permittee on probation for one full year.

(D) *Automatic revocation.* If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs.

(E) *Reimbursement of city costs.* If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

(Ord. 870, passed 11-22-2017)

#### **§ 55.15 MAPPING DATA.**

(A) *Information required.* Each registrant and permittee shall provide mapping information required by the city in accordance with Minnesota Rules 7819.4000 and 7819.4100. Within 90 days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the "as-built" location of all equipment installed, owed and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the city's electronic mapping system, when practical or as a condition imposed by the director. Failure to provide maps and drawings pursuant to this division shall be grounds for revoking the permit holder's registration.

(B) *Service laterals.* All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this division and with applicable Gopher State One Call law and Minnesota Rules governing service laterals installed after December 31, 2005 shall be a condition of any city approval necessary for:

(1) Payments to contractors working on a public improvement project including those under M.S. Chapter 429; and

(2) City approval under development agreements or other subdivision or site plan approval under M.S. Chapter 462. The city shall reasonably determine the appropriate method of providing such information. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or future permits to the offending permittee or its subcontractors. (Ord. 870, passed 11-22-2017)

#### **§ 55.16 LOCATION FACILITIES.**

(A) Placement, location, and relocation of facilities must comply with the Act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

(B) (1) *Corridors.* The city may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that is or, pursuant to current technology, the city expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued

by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

(2) Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the city shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the city for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

(C) *Nuisance*. One year after the passage of this chapter, any facilities found in a right-of-way that have not been registered shall be deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the facilities and restoring the right-of-way to a useable condition.

(D) *Limitation of space*. To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the city shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the city shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.

(Ord. 870, passed 11-22-2017)

#### **§ 55.17 PRE-EXCAVATION FACILITIES LOCATION.**

In addition to complying with the requirements of M.S. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any registrant whose facilities are less than 20 inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

(Ord. 870, passed 11-22-2017)

#### **§ 55.18 DAMAGE TO OTHER FACILITIES.**

When the city does work in the right-of-way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the city shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to the facility owner and must be paid within 30 days from the date of billing. Each facility owner shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damage. Each facility owner shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the city's response to an emergency occasioned by that registrant's facilities.

(Ord. 870, passed 11-22-2017)

#### **§ 55.19 RIGHT-OF-WAY VACATION.**

*Reservation of right*. If the city vacates a right-of-way that contains facilities, the facility owner's rights in the vacated right-of-way are governed by Minnesota Rules 7819.3200.

(Ord. 870, passed 11-22-2017)

#### **§ 55.20 INDEMNIFICATION AND LIABILITY.**

By applying for and accepting a permit under this chapter, a permittee agrees to defend and indemnify the city in accordance with the provisions of Minnesota Rule 7819.1250.

(Ord. 870, passed 11-22-2017)

#### **§ 55.21 ABANDONED AND UNUSABLE FACILITIES.**

(A) *Discontinued operations*. A registrant who has determined to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.

(B) *Removal*. Any person who has abandoned facilities in any right-of-way shall remove them from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the city.

(Ord. 870, passed 11-22-2017)

#### **§ 55.22 APPEAL.**

A right-of-way user that: (1) has been denied registration; (2) has been denied a permit; (3) has had a permit revoked; (4) believes that the fees imposed are not in conformity with M.S. § 237.163, Subd. 6; or (5) disputes a determination of the city regarding § 55.11 may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

(Ord. 870, passed 11-22-2017)

**§ 55.23 RESERVATION OF REGULATORY AND POLICE POWERS.**

A permittee's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances as necessary to protect the health, safety and welfare of the public.

(Ord. 870, passed 11-22-2017)

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon W. Theobald, P.E.

DATE: February 7, 2020

RE: TH 57 Reconstruction – Roundabouts at Main and CSAH 34

### **Background**

The Council has some concerns regarding the possibility of roundabouts at Main St. and County Road 34. The Mayor, City Staff and MnDOT Staff met to discuss these concerns.

### **Discussion Items**

#### Truck Movements

Truck turning movements at Main Street will generally be the same with the proposed roundabouts.

#### EMS Services when a train is present

EMS services could be blocked with traffic entering the roundabout when a train is present.

The mini roundabout island is mountable which allows traffic to clear the intersection by maneuvering over the islands. A “Do Not Block Intersection” sign can be placed to mitigate traffic entering the roundabout. A “que cutter” (traffic signal) will be considered to stop south bound TH 57 traffic from entering the intersection.

#### Parking

Preliminary geometrics show a loss of two parking stalls. This will have to be reviewed as the geometrics are finalized.

#### Schedule

The proposed roundabouts do not currently change the proposed 2021 construction schedule.

#### Cost

MnDOT is pursuing providing the additional funding for the roundabouts.

### **Council Action Requested**

We are requesting the Council concur with the recommendation to direct staff to continue pursuing roundabouts with MnDOT.

Next steps would be to hold a public meeting, engage EMS services, engage the Chamber of Commerce and develop agreement with MnDOT regarding cost and scope of project for Council consideration.

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## MEMO

**DATE:** 1/31//2020  
**TO:** Mayor and Council  
**FROM:** Chief Berghuis  
**RE:** Part-Time Replacement

To Mayor and City Council Representatives:

I request that you allow me to hire Chris Purdue. After completing an interview Mr. Purdue comes to us highly qualified, with 8 years as a full-time officer. I would like to offer Mr. Purdue the position of part-time police officer. Mr. Purdue is currently licensed and has experience. Mr. Purdue is a community-oriented officer and will fit in well and be a quick study as where he is currently working, he uses the same software.

Respectfully Submitted,

Kent Berghuis  
Chief of Police

## MEMO

**DATE:** 1/24//2020  
**TO:** Mayor and Council  
**FROM:** Chief Berghuis  
**RE:** Part-Time Replacement

To Mayor and City Council Representatives:

I request that you allow me to hire Kenneth Douglas. After completing an interview Mr. Douglas comes to us highly qualified, with 17 years as a full-time officer, the last 8 years being with Plainview in an investigator role and also on the S.E. Minnesota Violent Crimes Enforcement Team, which our investigator is part of. I would like to offer Mr. Douglas the position of part-time police officer. Mr. Douglas is currently licensed and has a vast amount of experience. Mr. Douglas is a community-oriented officer and will fit in well and be a quick study.

Respectfully Submitted,

Kent Berghuis  
Chief of Police

# City of Kasson

## Data Practices Policy for Members of the Public

### Right to access public data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

### How to make a data request

You can look at data, or request copies of data that this government entity keeps. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 3.

If you choose not to use the data request form, your request should include:

- You are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.

This government entity cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

### How we respond to a data request

Upon receiving your request, we will work to process it.

- If it is not clear what data you are requesting, we will ask you for clarification.

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*If we do not have the data, we will notify you in writing within 10 business days.*

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- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - Arrange a date, time, and place to inspect data, for free, or
  - Provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given period of time.

Information about copy charges is on page 3.

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*[We will provide notice to you about our requirement to prepay for copies.]*

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If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not about your requests for data.

## Requests for summary data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data.

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*We will prepare summary data if you make your request in writing and pay for the cost of creating the data.*

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You may use the data request form on page 4 to request summary data. We will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

## Data Practices Contacts

### Responsible Authority/ Data Practices Compliance Official

City Administrator, cityadministrator@cityofkasson.com

Address: City of Kasson, 401 5<sup>th</sup> St SE

Fax number: 507-634-4737

Phone number: 507-634-7071

### Data Practices Designees

City Clerk, cityclerk@cityofkasson.com

Deputy City Clerk, acctspay@cityofkasson.com

Address: City of Kasson, 401 5<sup>th</sup> St SE

Phone number: 507-634-7071

Fax number: 507-634-4737

## Copy Costs – Members of the Public

This government entity charges for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

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*You must pay for the copies before we will give them to you.*

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### For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

### Most other types of copies – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

## Data Request Form – Members of the Public

Request date:

I am requesting access to data in the following way:

- Inspection
- Copies
- Both inspection and copies

---

*Note: Inspection is free but the City of Kasson charges a fee for copies as per the annual fee schedule.*

---

We will respond to your request as soon as reasonably possible.

### Contact information

Name:

Address/phone number/email address:

Note: You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

### These are the data I am requesting:

Describe the data you are requesting as specifically as possible.

## Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures so that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner’s model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.\*

### Notice to Commissioner of Administration: Adoption of Model Policies

The City of Kasson has adopted the Commissioner’s Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies [name of entity]’s obligation under Minnesota Statutes, section 13.073, subdivision 6.

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Timothy P. Ibsch, City Administrator

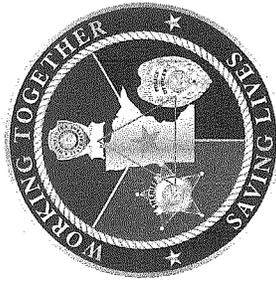
Date \_\_\_\_\_

*\*Government entities may submit this notification by mail or email:*

Commissioner of Administration  
c/o Information Policy Analysis Division (IPAD)  
201 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
[info.ipad@state.mn.us](mailto:info.ipad@state.mn.us)

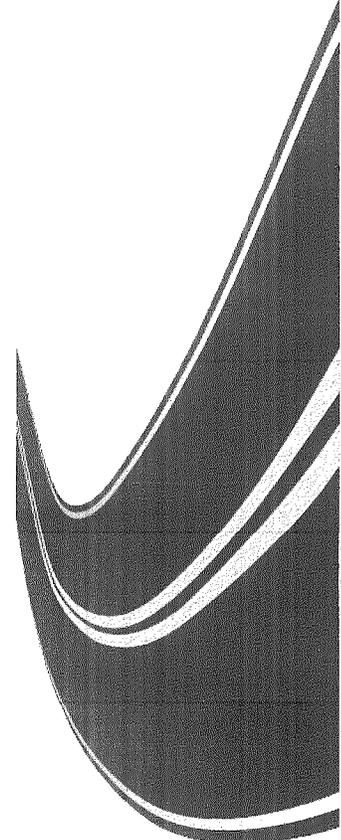
The Department of Public Safety  
Office of Traffic Safety  
recognizes

# *Sgt. Josh Hanson*



For outstanding leadership as the Southeast Minnesota Regional Coordinator for the July 2018 & 2019 Highway 14 Speed Enforcement Project and Border-to-Border Saturations.

In recognition of Sgt. Hanson's leadership in the advancement of Toward Zero Deaths efforts in Southeast Minnesota he is awarded a Challenge Coin from the Minnesota Office of Traffic Safety.

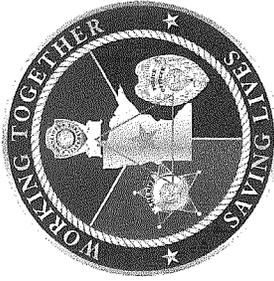


A handwritten signature in black ink, appearing to read "Michael J. Hanson".

Michael J. Hanson  
Director, Office of Traffic Safety

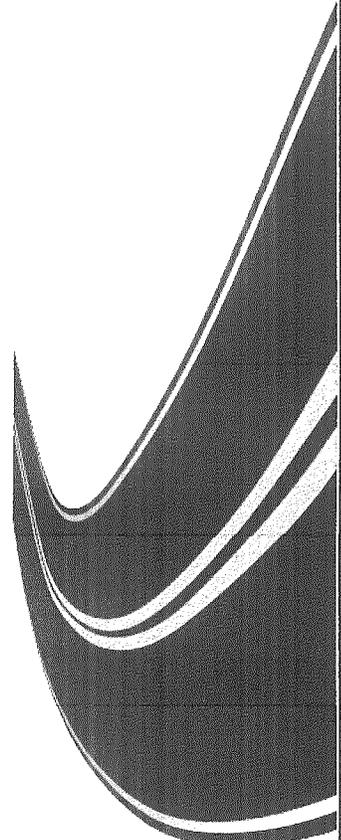
The Department of Public Safety  
Office of Traffic Safety  
recognizes

# Sgt. Josh Hanson



For outstanding seat belt enforcement during a Toward Zero Deaths grant-funded shift.

In recognition of Sgt. Hanson's enforcement efforts on September 16, 2019, he is awarded a Challenge Coin from the Minnesota Office of Traffic Safety.



A handwritten signature in black ink, appearing to read "Michael J. Hanson".

Michael J. Hanson  
Director, Office of Traffic Safety

City of Kasson  
Department Head Meeting  
January 30<sup>th</sup>, 2020  
2:30 PM

Public Works

1. Repairs

- a. Champion Grader – Kris fabricated a new wing post
- b. Salt Dog Sander – Kris cut out link on conveyor and tightened up conveyor so it don't come off the sprocket, added an additional vibrator to keep the sand from bridging
- c. Case Grader – need to have Titan Machinery come and look at ecu light and replace moldboard cylinder
- d. Continue to repair broken cutting edges due to manholes and gate valves sticking up
- e. Dump Truck – replaced stripped out bolt that holds the wing on
- f. Pusher – built new shoes
- g. Sander – fabricated a brace to keep the gear box from spinning

2. Reviews are done to date

3. Snow and sidewalk concerns and complaints

4. Shoveling and salting sidewalks

5. 3 of 6 2019 Ford pickups have had recalls completed

6. Met with Enterprise on 1/29/20, will start on ordering the 3 new pickups for 2020

7. Took down Christmas lights on Main St and Mantorville Ave

8. OSHA is coming next Tuesday (2/4/20) for the second part of the silica dust shop sweeping test, using sweeping compound

9. Met with Brandon, Dave, and Dan to discuss HWY 57 utilities (where are current water and sewer services are located)

Streets

1. Plowing, sanding, hauling snow and sand
2. Equipment repairs and maintenance
3. Installed street signs for 23<sup>rd</sup> Ave Circle NE
4. Cleaning out fire hydrants

KASSON  
*Police*



**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

Department Head Meeting 1/30/2020

One squad still waiting to have roof repaired from hail, should be in March?

In process of interviewing and hiring part-time officers.

Squad car has been ordered from Enterprise it will have most of the lights siren and counsel installed, which should cut down on cost of install by L&L Street Rods.

Replaced three ageing computers that were running Windows 7 which is no longer supported by Microsoft. Bought three refurbished ones, hoping they will meet our needs. On-Site came and transferred old data to new computer.

To end the year, we ended up handling 5,543 calls up %14 from the prior year (2018)

On Tuesday of this week, Sgt. Josh Hanson was presented with two prestigious TZD Challenge Coins for his leadership as S.E. Minnesota Regional Coordinator on the Hwy 14 Border to Border Saturation (Wisconsin to South Dakota) and for outstanding seat belt enforcement on September 16, 2019.

Chief Kent Berghuis

FINANCE DIRECTOR REPORT

January 30, 2020, 2:30 p.m.

1. December Financials/Year end-
2. 20 year report updates
3. Design Team meeting
4. Union contracts
5. Personnel policies
6. Work Comp – Exp Mod

## ELECTRIC

Dept. Head meeting – 1/30/20

- snow removal
- tree work (electric trouble spots and assisting park dept.) 12 total removed to date
- planning getting underway for 2020 construction season
- E. H. Going to metering school mid Feb.
- Freightliner bucket transmission control unit (T.C.U.) went out, towed to Severson's and replaced. Approx. \$4000
- CMPAS transmission study underway

*Lights at sewer plant ??*

*to Margit*

Kasson Dept Head Meeting 1/30/2019

- DCYH hosted a Hockey Day in Dodge County at the arena on the weekend of 1/18. The weather did not cooperate so the boys HS games were postponed but the girls still played as Warroad had already made the trip. DCYH had a bunch activities planned for the outdoor rink but we ended up moving them indoors in place of the boy's games. They had a pretty good showing considering the weather.
- DCYH is hosting the District 9 Bantam B1 tournament February 14-16<sup>th</sup>.
- Both the boys and girls HS teams are having winning seasons and should both be hosting at least one playoff game. This will be the first time for the boys.
- Along with the HP 14 and 15 boys and HP 16 and 17 girls programs we will be hosting a MN Hockey checking and defensive clinic in April.
- Things are filling up for the spring and we are starting to contact our summer customers about their past ice times.

- REPLACED OUR HOT WATER HEATER

## Department Head Meeting

January 30<sup>th</sup>, 2020

### Park Department

1. **Winter Tree Maintenance** – We have started our tree removals and tree trimming. We have 30 tree removals, 25 trees to trim and another 28 EAB Ash trees to remove. We will work on these for the next 2 months.
2. Have contacted Phren Buildings in Rochester about the roof replacement on the Park Maintenance Building at Veterans Memorial Park. They are scheduling the work on the roof to be done within the next 2 months. They want to get the roof finished before the Spring building season begins for their company. Total cost of the repairs is \$14,800.00. This is a storm insurance claim which we will only have to pay the deductible of \$500.00.
3. **Stone Wall Repair Veterans Memorial Park** – Still in the process of what the council will approve to how much work and what will be the cost to repair the structure. We will need to come up with a cost effective plan; either have a complete overhaul of the structure or a minimal repair plan.
4. We are currently changing oil and filters on the park mowers, tractors and other equipment for this coming Spring.
5. **Aquatic Center** - Working with Finnly Technology Company on our software program up to the Aquatic Center for taking pictures of all members who have Family memberships or individual memberships. We will be purchasing a new laptop computer that has a new web cam for movability so that we can set up and take pictures at different locations including city hall and the Aquatic Center.

**Department Head Meeting City of Kasson - Library**  
**January 30, 2019**

***Recent Events at the Library:***

- 1) Safety Inspection December 20, 2019
  - a. 5 areas for improvement – now in full compliance
    - i. Testing of fire alarm system was Tues., Jan. 14 – all went well
    - ii. Leftover hazardous materials removed by Charlie and Dave – thanks!
    - iii. CO sensor is needed – 3 are now installed
    - iv. 2 pedestal stands need to be bolted to wall for safety – done on 1/20/20
    - v. Monthly checks of fire extinguishers has begun
- 2) Byron Robotics Team toured library
- 3) Prairie Meadow residents toured library

***Looking Ahead***

- Blind Date with a book on Thursdays Feb. 6 and 27 – both at 7pm
- Edible Architecture in March
- Puzzle-mania in March
- Trivia night in April
- Author visit on May 12 – mystery writer Brian Freeman – grant-funded
- Summer Reading Program will be June 1 – July 24
  - 4 Grants approved for “Fun Friday” performers/programs
- Kasson Library is now registered as a QAC (Question Assistance Center) for the 2020 Census
  - Computer will be always ready for census-taking, and staff will be trained on how to assist people in understanding census questions

## Water/Wastewater Department

Department head meeting Jan. 30, 2020

- The city pumped 146 million gallons of water from wells 4 and 5 in December.
- The city treated 31.6 million gallons at the wastewater treatment plant in December, of this 3.2 million was received from Mantorville, and received 1.6 inches of rain for the month.
- City staff is working with WHKS locating and exposing manholes for inspections, work suspended until spring.
- City had a water main break located on 1<sup>st</sup>. Ave NE between 5<sup>th</sup> and 6<sup>th</sup> Street on 1/21/20. Dan Trapp and Nate Bless helped IMS Construction fix the problem, finished in the early hours of 1/22/20.
- On 1/22/20 around 3:00am the NW lift station lost one of the electrical phases, Nate Bless and Jeff Ulve hooked up the portable generator until power was restored at about 8:30am.
- Sub drain inspections continue for the 2017-2018 street project.
- Hydrostal Pump believe they have come up with a solution to help with the plugging of the MLSS recirculation pumps, still waiting for a time line when the repairs will be made.
- Maxon Electric has been replacing some of the sodium vapor lights at the wastewater treatment plant with LED lights.
- Staff has been helping with the numerous snow events.
- Work continues on the Minnesota DNR water conservation report, part 1 is due February 15, 2020.

Liquor Store January 2020

The Auditor spot checked the inventory on Tuesday, January 7.

I attended a function hosted by Chad Greenway on Sunday January 19. Gray Duck launched their seltzer line.

Katie A has been out on medical leave since December 14.

I will be attending a MMBA strategic planning meeting February 4 & 5.

January has been unusually slow.

We need to address the parking in the city owned lot east of the Liquor store. Long term parking interferes with plowing and the surface is hazardous in the North and South facing parking spots.

**Annual Report**  
**Dodge Solar site in Mantorville, MN**  
**5 MWac**

Narrative of the 2019 Maintenance;

November 2019, all preventative maintenance inspections were performed at the Dodge site per all internal and external agreements. Any deficiencies were corrected immediately upon those inspections. Vegetation abatement was performed twice in 2019 along with 2 noxious spot spraying applications by a Minnesota registered 3<sup>rd</sup> party vegetation management company. Furth more, continued remediation to the site access roadway was completed in the summer of 2019. These efforts will continue annually as Clearway establishes a permanent fix to these erosion concerns. Several site visits were made throughout the year by our internal operation and maintenance service technicians. All response times were met as per the O&M contract with the city along with company goals and processes. These corrective maintenance tasks were identified via our internal remote monitoring platform that allow us to have visibility to the site in an event an issue arises. Such tasks include but are not limited to: repair of inverter electrical components, DC health related issues, revenue meter calibrations and upgrade/re-calibrate our site irradiance sensors to better capture production data in the winter months. All such repairs have been made and the site is operating at full capacity.

Looking ahead to 2020, our team will continue to complete our semi and annual inspections on all electrical equipment, perform corrective maintenance repairs as needed and ensure our vegetation management is performed.



Date Time      Solarstone - Dodge - MN - Measured AC Energy, sum (kWh)

1/1/2019 0:00   222,014

2/1/2019 0:00   96,057

3/1/2019 0:00   627,418

4/1/2019 0:00   648,939

5/1/2019 0:00   783,608

6/1/2019 0:00   798,837

7/1/2019 0:00   611,012

8/1/2019 0:00   881,785

9/1/2019 0:00   626,416

10/1/2019 0:00  534,872

11/1/2019 0:00  235,158

12/1/2019 0:00  235,407

Grand Total: 6,301,523

## Kasson Police Calls for Service

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
January	274	286	294	322	346	424	397
February	271	247	260	341	310	394	
March	280	302	273	277	352	446	
April	325	347	375	364	418	480	
May	373	367	413	461	502	530	
June	293	339	349	370	395	549	
July	364	408	408	528	454	448	
August	286	372	343	404	466	483	
September	263	352	346	450	461	505	
October	336	309	489	370	380	416	
November	263	284	359	390	348	433	
December	300	331	334	377	437	435	
<b>Yearly Total</b>	<b>3628</b>	<b>3944</b>	<b>4243</b>	<b>4654</b>	<b>4869</b>	<b>5,543</b>	<b>397</b>