

KASSON CITY COUNCIL WORKSESSION AGENDA
March 25, 2020

5:30 PM

Call to order.

Roll call.

Old Business.

New Business.

1. Discussion of COVID-19 issues and policy directives.

CITY OF KASSON EMERGENCY DECLARATION ACTIONS AND POLICIES

Based upon the guidance of the CDC, Minnesota Department of Health and Federal and State authorities, Mayor Chris McKern, with the support of the Kasson City Council, has declared a State of Emergency for the City of Kasson, Minnesota. The following actions and policies are herein enacted and shall continue until such time as this declaration is rescinded or otherwise terminated.

1. The City suspends all water shut-offs and penalties for late payment until termination of the Declaration of Emergency. Many people are without work, and enforcement of water shut offs would compound difficulties people in our community are currently facing. Additionally, water shut-offs place Public Works staff in direct contact with people in the community which is in opposition to the direction provided by the CDC and Minnesota Department of Health.

2. The City waives late fees for delinquent utility payments during the Declaration of Emergency. City late fees are minimal in amount (usually less than \$1,300 per month) and serve as a more punitive tool to help insure timely payments. Given the financial challenges faced in our community, waiving late fees for delinquent utility payments will support the financial wellbeing of people struggling with job loss or limited incoming funds.

3. The City suspends all non-essential Boards and Commissions. All non-essential City Boards, Commissions, services of Liaisons to external groups and all other non-essential meetings are suspended until termination of the Declaration of Emergency. This will help protect members serving in these groups from any unnecessary contact with other people and reduce the risk of exposure to the virus.

4. City Hall closed to limit exposure to the public. City Hall will remain closed to the public until further notice or action by the City Council. City Hall is staffed, and members of the community can contact staff by calling (507) 634-6324 or by e-mail: cityhall@cityofkasson.com.

5. Council Meetings. The City will not, at this time, conduct Council Meetings telephonically or remotely. This policy could change as this fluid situation develops. Council Meetings will be limited to 10 or fewer people in attendance in Council

Chambers at any given time, and the social separation guidance of maintaining a distance of 6 feet between people will be followed.

6. City Hall Staffing. At this time, no changes are recommended for the scheduling of City Hall Staff.

7. Public Works Staffing. Public Works will remain staffed, but will be staffed so that members to limit exposure to each other and to the community. This process allows the best opportunity to have a staff member healthy that can independently run core services and utilities for the benefit of our community.

8. Liquor License Proration. City Hall will calculate the duration in which bars and restaurants are prohibited from selling alcohol to the community. The prorated amount of their license for the days they are closed due to Governor Tim Walz's Declaration shall be refunded back to them or applied to the following year's application and permit fee.

9. Permitting. In an effort to limit the impact of this current emergency, Staff will continue to process permits for construction and new development. Any and all new permit applications shall be submitted via e-mail or placed in the drop box at City Hall. Alternate means of submitting permits and applications can be made by contacting City Hall. Permits and approvals shall be issued in the normal course of business.

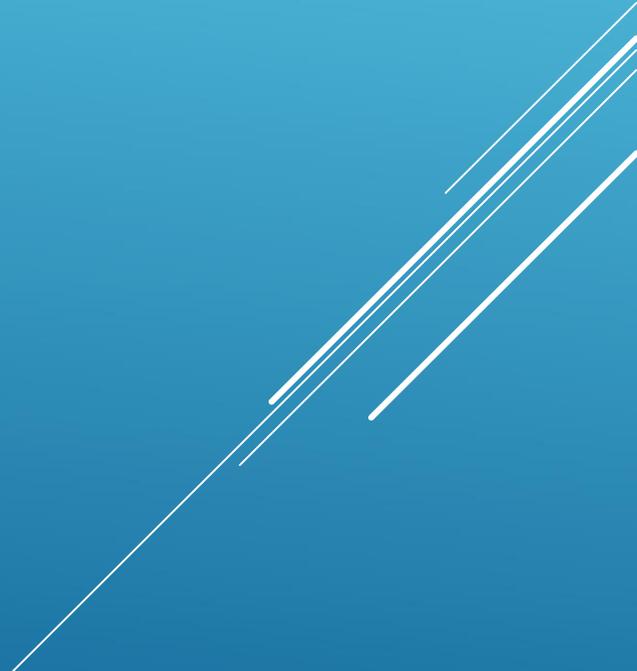
10. Moratorium on other Permits. In an effort to support social distancing and unnecessary contact as directed by the CDC and Minnesota Department of Health, animal licenses and similar permits shall no longer be issued until termination of the Emergency Declaration. Additionally, no Peddlers Permits shall be issued until termination of the Declaration of Emergency to limit the contact of people with City Hall staff, and contact with permit holders with members of the community.

CITY PLANNING FOR COVID-19

March 25, 2020

- ▶ Preparation
- ▶ Intermediate to Full Response
- ▶ Full Response

PANDEMIC PLAN PHASES

- ▶ Containment
 - ▶ Community Mitigation
 - ▶ Pandemic Management
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

PHASES OF PANDEMIC MITIGATION

- ▶ Identified critical services that must continue during the pandemic
 - ▶ Public Safety, Police and Fire
 - ▶ Electric Service
 - ▶ Water and Wastewater
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, located in the lower right quadrant of the slide.

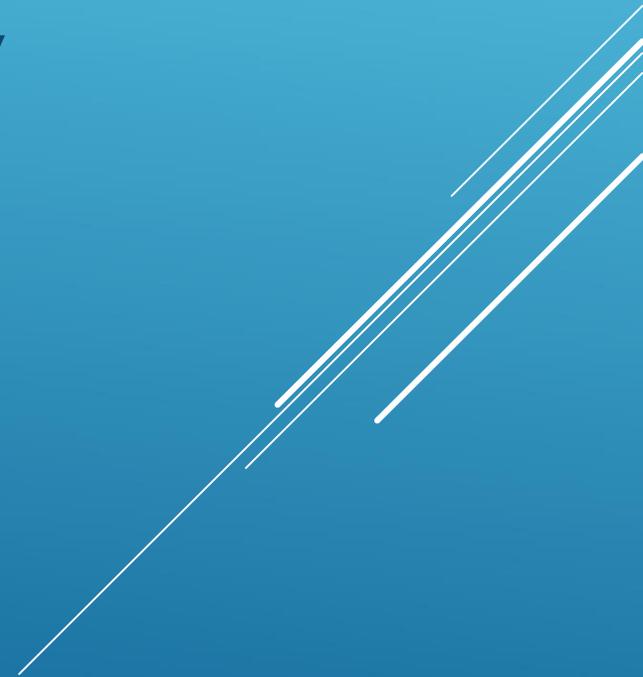
- ▶ Interaction with Government, i.e., Council Meetings, calling in about utilities and business services
- ▶ Each department needs an action plan

PREPARATION

- ▶ Implement preventive health measures and pandemic-related employment policies and notify employees they are in effect

- ▶ Begin planning for the possibility of cancelling city events/services
- ▶ Notify residents, businesses and other stakeholders of potential cutbacks in city services

PHASE TWO: INTERMEDIATE TO FULL RESPONSE



- ▶ Cutting back on all non-critical city services and communicating with employees, residents and other stakeholders that the cutback is now in effect
- ▶ Implement telecommuting or remote work policies for designated positions as appropriate and devote resources to most critical functions
- ▶ Cancelling all employee travel and city events
- ▶ Implementing back-up staffing plans as needed

PHASE THREE: FULL RESPONSE

- ▶ Citizens are Encouraged to use Web site, telephone and email for ALL city departments
- ▶ If you want more information on the COVID -19 Pandemic, please use the Minnesota Department of Health Web Site
<https://www.health.state.mn.us/index.html>

REMAIN IN CONTACT WITH THE CITY OF KASSON

City of Kasson Community Health Emergency Plan

In the instance of a community health emergency, the City of Kasson will take actions outlined in this plan. This plan is a supplement to the City's Emergency Management Plan.

Phase One:

The City will identify critical services that must continue during a community health emergency.

Anticipated critical services:

Emergency services - Fire, Emergency Response, Police
Public Utilities - Water, wastewater, electric, storm water
Streets and transportation corridors
Communication - internal and external
Statutory and day-to-day decision-making processes - Council, Administrator
Financial operations - managing resources, paying bills
Information technology - maintaining technology infrastructure
Certain administrative functions - human resources
Other services and functions that may be necessary depending on the community health emergency

Other services may be temporarily suspended at any time and for a duration deemed appropriate by the City Council and/or City Administrator. Staff will work with Council and the City Administrator to determine staffing needs for critical services.

- Every department needs to look at their tasks and determine which can be performed remotely.
- Prepare for ability to complete tasks and critical service delivery remotely as much as possible.
- In case of imminent danger, critical services may be performed remotely, as applicable.
- The City Administrator shall assume the authority to approve overtime; assign duties outside an employee's job description; approve leave; and hire temporary employees for a defined amount of time. Staff will ensure that preventive supplies are stocked and available at all City sites.

Phase Two: Intermediate to Full Response

This phase occurs when the City Council and/or City Administrator conclude that a community health emergency is sufficiently severe within the United States to be prepared for the possibility of staff, equipment, and other shortages. City decisionmakers will use advice from appropriate state and federal agencies, such as the Centers for Disease Control, the Minnesota Department of Health, and the Department of Homeland Security to make decisions about full implementation of this phase, including the declaration of a community health emergency in the City.

In this phase, the City of Kasson may:

- Implement preventative health measures and pandemic-related employment policies and notify employees that they are in effect
- Suspend all work-related travel, unless specifically authorized.
- Begin planning for the possibility of canceling City events/services

- Notify residents, businesses, and other stakeholders of potential cutbacks in City services.

Phase Three: Full Response

This phase occurs when the City Council and/or City Administrator have reason to believe a severe and widespread community health emergency is imminent in the Midwest and Minnesota. City decisionmakers will use advice from appropriate state and federal agencies, such as the Centers for Disease Control, the Minnesota Department of Health, and the Department of Homeland Security to make decisions about full implementation of this phase, including the declaration of a community health emergency in the City.

Steps may include:

- Cutting back on all non-critical City services and communicating this step with staff and community members. This may also include closing facilities.
- Implement remote-work policies for designated duties, as appropriate.
- Cancelling all employee travel and City events
- Implementing back-up staffing plans as needed.

Full implementation of Phase Three will depend greatly on the severity of the community health emergency and its impact on public health. Depending on the threat level, the City's decision-makers may skip Phase Two and immediately proceed to Phase Three.

Temporary Work at Home Policy

A Temporary Work at Home (TWH) policy enables the City to authorize temporary work at home arrangements for employees under certain circumstances. This policy is not intended to carry out routine work functions in employees' homes on an ongoing basis.

The duties and responsibilities of some positions may preclude participation in a TWH program. Because the circumstances may vary depending on the employee's situation, each request will be handled on a case-by-case basis and subject to approval by the CITY ADMINISTRATOR.

The TWH program will be administered in accordance with the provisions of the Fair Labor Standards Act, Americans with Disabilities Act, federal Family and Medical Leave Act (FMLA), the Minnesota Pregnancy and Parental Leave Act, Minnesota Administrative Code, and other laws, as applicable.

Process for and Requirements of Request to Work from Home

1. Any employee who wishes to work remotely from home, please notify Timothy Ibisch by email. Employees whose requests are approved will be required to adhere to this policy and sign, date and return it below via email.
 - a. Generally, employees should work their regularly scheduled work hours, but flexibility is permitted for work that can be completed during off hours.
2. While working from home, employees need to:
 - a. remain accessible during their regular work schedule, especially for phone calls and emails;
 - b. check in with their supervisor to discuss status and open issues;
 - c. be available for teleconferences, scheduled on an as-needed basis; and
 - d. be available to come into the office if a business need arises.
 - a. Non-exempt employees must track their hours worked, the same as if they were in the office.
3. The City may ask the employee to accept a reassignment of work duties.
 - a. An employee may **not** work overtime, unless prior written approval has been granted by the CITY ADMINISTRATOR.

- b. Employee's duties, obligations, responsibilities, and conditions of employment with the City remain unchanged. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the City's regular work site. Employees may be asked to take on additional duties, particularly if other employees are unable to perform work duties.
 - c. Unless otherwise directed, employee will be responsible for transporting work assignments, supplementary materials, and equipment necessary for assignment completion between the work site and the employee's home. Privacy policy and standards will be adhered to during the transportation, storage and communication of any work resource or product. Do not at any time leave confidential information in a car or other unsecured place.
 - d. The City will provide the employee with materials and supplies necessary to complete work assignments, to the extent possible, based on need and availability. Employee agrees to return City-owned equipment, records, and materials within 3 days of termination of the work from home arrangement.
4. In all cases of work at home, employee will be covered by the City's work rules and policies, including adhering to confidentiality of client materials.
5. Any work-related accidents must be reported to Timothy Ibisch as soon as possible.
6. Employees may and should request approval to use vacation, sick, or other leave in the same manner as when working at the office.
7. The Work from Home arrangement may be terminated at any time and for any reason, including for no reason, by the City Administrator. Employees may request early termination of the arrangement at any time, but the decision to terminate the arrangement early will be made by the City Administrator. In the event of a partial or complete building closure, the City may require employees to work from home and to work during hours employee normally does not work. If employee does not want to work the required schedule (from employee's home), employees may request, and upon approval by the City, use paid or unpaid leave until normal business operations resume.
8. Employees will be responsible for any costs associated with using their home as a work site unless otherwise approved in writing in advance by the City Administrator. The cost of transporting work assignments will be the responsibility of employee.
9. Employees understand and agree that an employee's personal vehicle may not be used for City business unless specifically authorized in writing by the City Administrator in advance of such use.

10. Employee Benefits will continue to accrue in accordance with applicable rules of plans and commensurate with the number of hours the employee is in pay status where applicable.

This policy is subject to change, without prior notice, as circumstances change. Changes will be made at the City's sole discretion and will be binding on the employee.

Signatures

I _____ acknowledge receipt and agree to abide by the rules relating to my temporary work at home as provided above.

Employee Signature

Date

City Administrator

Date

Additional Leave Policy

Thank you for your patience as we continue to work through the quickly-changing COVID-19 environment in which we now live and work. Our number one priority is the safety and security of our staff and community as we continue to provide needed city services. We do not want to add to an already stressful environment with employee concern about not being able to work due to the effects of COVID-19.

The city is issuing this temporary personnel policy: COVID-19 Leave.

This policy is based on what we know today. Tomorrow's reality could be different, and we will adjust this policy and practices to our changing environment as needed.

This policy is effective today through April 30, 2020.

Stay at Home to Stop the Spread of COVID-19

Watch for the following symptoms. If you have these symptoms, please stay home.

- Persistent cough, runny nose or sore throat
- Diarrhea within the last 24 hours as a result of an illness or unidentified cause
- Fever over 100.4° (oral) or 100.8° (rectal) within the last 24 hours
- Shortness of breath
- Vomiting within the last 24 hours as a result of an illness or unidentified cause

Per Centers for Disease Control guidelines as of March 18, 2020, you will be asked to stay home for the following periods of time:

- If you are exposed to the virus, remain at home for a minimum of 14 days with no symptoms.
- If you have no known exposure to the virus but have symptoms listed above or have been diagnosed with the virus, remain at home for:

ü Minimum of seven days after onset of symptoms, such as fever, cough or shortness of breath

ü Minimum of 72 hours after being symptom-free without the aid of medications.

Eligibility and Use

Up to eighty hours of COVID-19 leave (separate from your current PTO) is available to full-time and prorated for part-time benefits-eligible staff to care for themselves or an immediate family member who meets eligibility requirements.

This leave may be used under any of the following conditions.

- Employee advised under Centers for Disease Control guidelines or medical provider to self-quarantine due to potential exposure to COVID-19.
- Employee with presumptive or laboratory-confirmed positive case of COVID-19
- Employee with an immediate family member in their household who is self-quarantined per Centers for Disease Control guidelines or medical provider directive.

Since testing for the virus is very limited at this time, we will assume that staff taking COVID-19 leave meet one of the use conditions above. If tests become widely available, the city may request documentation confirming the diagnosis by a medical provider.

Compensation and Benefits

- The city will continue to pay the employer portion of health insurance premiums.
- COVID-19 leave hours are for eligible use only during the covered time period, which currently runs through April 30, 2020. COVID-19 leave hours do not accrue, carry over or pay out if unused.
- This policy does not change the terms of other city leave policies, such as family and medical leave or use of paid time off or catastrophic leave; this COVID-19 leave policy supplements existing city leave policies.
- Since the city has implemented procedures for telecommuting, employees remaining at home due to the COVID-19 virus are asked to perform city work remotely to the extent

that they feel well enough, have the necessary equipment to do so and have received approval from their supervisor in advance.

We realize you may have questions about this policy, which does not anticipate every situation that may arise in this rapidly changing environment. We are trying to stay as nimble as possible while providing you with the information needed now.

See below for additional information about Minnesota's worker protections related to COVID-19.

Please contact me or your supervisor if you have questions about this temporary policy.

KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, March 25, 2020

6:00 PM

5:30PM WORKSESSION

COVID-19 Discussion

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 March 11, 2020

b. Claims processed after the March 11, 2020 regular meeting, as audited for payment

c. Acknowledge Committee Minutes

i. Planning Commission March 2020 DRAFT

d. Evaluations:

i. Cassie Sullivan, Util Billing Specialist Inc to Grade 8 Step 4 \$25.53 eff. 2/6/20

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. Planning Commission
 - i. Blaine's 14th Preliminary Plat
 - ii. Thompson Addition Amended Final Plat
 - iii. Kwik Trip Conditional Use Permit
2. EDA
 - i. Trail Connection Grant Resolution
3. Park Board
 - i. Approve List of KAC Hires
4. Library Board Special Meeting

G. OLD BUSINESS

H. NEW BUSINESS

1. Bond Refinancing Options
2. Cable Franchise Agreement
3. FFA Property Agreement Update

I. ADMINISTRATORS REPORT

1. Kasson Service Territory Acquisition

J. ENGINEER'S REPORT

1. I/I Reduction Plan – UPDATE

K. PERSONNEL

1. Police Chief Retirement
2. Resignation of Craig Helgeson

L. ATTORNEY

M. CORRESPONDENCE

1. Dodge County Fair Board Memo
2. Community Ed Walk, Run, Stroll

N. ADJOURN

1
2 Please go to www.cityofkasson.com for full video

3
4 **KASSON CITY COUNCIL REGULAR MEETING MINUTES**
5 **March 11, 2020**

6
7 Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the
8 11th day of March, 2020 at 6:00 P.M.

9
10 **THE FOLLOWING MEMBERS WERE PRESENT:** Burton, Eggler, Ferris, McKern and Zelinske

11
12 **THE FOLLOWING MEMBERS WERE ABSENT:** None

13
14 **THE FOLLOWING WERE ALSO PRESENT:** City Administrator Tim Ibisch, City Clerk Rappe, City
15 Attorney Melanie Leth, City Engineer Theobald, Finance Director Zaworski, Alex Nuehring, Doug
16 Buck and Tim O’Morro

17
18 **PLEDGE OF ALLEGIANCE**

19 **COUNCIL**

20 **APPROVE AGENDA**

21 Remove C.1 Mayor’s Appointment
22 Remove F.2 Planning Commission Wilker CUP
23 Remove L.2 Closed for Labor Negotiations
24 Add J.4.iii Petition and Waiver

25
26 **Motion to Approve the Amended Agenda made by Councilperson Burton, second by**
27 **Councilperson Ferris with All Voting Aye.**

28
29 **CONSENT AGENDA**

30 Minutes from February 26, 2020

31
32 Claims processed after the February 26, 2020 regular meeting, as audited for payment in the
33 amount of \$127,399.29

34
35 Acknowledge Committee Minutes

36 Park Board Draft February 18, 2020

37
38 Conferences:

39 Gerald Runnells K9 Certification Sawyer Cty, WI Mar 20-21 \$70 + exp

40
41 **Motion to Approve the Consent Agenda made by Councilperson Eggler, second by**
42 **Councilperson Burton with All Voting Aye.**

43
44 **VISITORS TO THE COUNCIL**

45 **MAYOR’S REPORT**

46 **PUBLIC FORUM**

47 **PUBLIC HEARING**

48 Liquor Ordinance Amendment – This is adding #110.22 (J) regarding Brewer off-sale malt liquor
49 licenses.

50 Public Hearing opened

51 No comments

52 Public Hearing closed

53 **Motion to Approve as Presented made by Councilperson Burton, second by Councilperson**
54 **Zelinske with All Voting Aye.**

55 **CITY OF KASSON**
56 **Ordinance #874**
57 **Amending Ordinance #110.22**
58 **(on file)**

59
60 **Motion for Summary Publication made by Councilperson Ferris, second by Councilperson Egler**
61 **with All Voting Aye.**

62
63 **COMMITTEE REPORT**

64 **EDA – Policy & Procedure Approval** – Administrator Ibsch stated that the EDA Board has reviewed
65 this a couple of times and held a public hearing and is recommending approval. **Motion by Mayor**
66 **McKern, second by Councilperson Ferris with All Voting Aye.**

67
68 **OLD BUSINESS**

69 **Resolution Supporting Infrastructure Accountability** – Administrator Ibsch stated that this is to let
70 the City have control over what needs to be done in the City and to have the ability to recoup some
71 of the costs. **Motion to Approve the Resolution made by Mayor McKern, second by Councilperson**
72 **Burton with All Voting Aye.**

73 **Resolution # 3.1-20**
74 **A Resolution Supporting Infrastructure Accountability**
75 **(on file)**

76
77 **Park Board - Change in Parkland Fee** – Administrator Ibsch stated that this is informational and is
78 looking for any feedback from Council after the last meeting. There is something at legislature that
79 would mandate that 5% of the value is the maximum we would be able to charge. Mayor McKern
80 stated that this is similar to the last resolution that we need some say in how we pay for things.
81 Mayor McKern stated that if we set this now we need to make it effective in 2021 to give
82 developers plenty of notice.

83
84 **Ordinance Amending Chapter 53** – These are changes to sump pump connections and
85 requirements. The public hearing was held at last meeting. This is in conjunction with the I & I
86 Program the Council has put in place.

87 **Motion to Approve Ordinance Changes made by Councilperson Egler, second by Councilperson**
88 **Zelinske with All Voting Aye.**

89 **Ordinance #875**
90 **Amending Ordinance #53**
91 **(on file)**

92
93 **Motion for Summary Publication made by Councilperson Burton, second by Councilperson**
94 **Zelinske with All Voting Aye.**

95
96 **NEW BUSINESS**

97 **ADMINISTRATOR'S REPORT**

98 Administrator Ibsch passed around a County notice regarding septic tanks. Ibsch highlighted
99 portions of his report and stated we need to be cognitive about the earning of comp time.

100

101 **ENGINEER'S REPORT**

102 **TH 57 Reconstruction– UPDATE** – At the public meeting on March 19 they will be presenting
103 some of the roundabouts and taking input from the public.

104 **Open House – Thursday, March 19th at 6:00PM at Kasson Library**

105

106 **Little Subdivision Restoration** – this was bid on Monday and the updated resolution is in the
107 Council packet, this part of the disaster declaration that we had to restore the channel.

108 **Motion to Approve the Resolution Awarding Project made by Mayor McKern, second by**
109 **Councilperson Ferris. Abstain: Burton Ayes: Eggler, Ferris, McKern and Zelinske. Nays:**
110 **None.**

111

Resolution #3.2-20

112 *A Resolution Awarding and Approving Little Subdivision Drainage way Restoration*
113 *(on file)*

114

115 **I/I Reduction Plan – CCTV of Sanitary Sewer** – Engineer Theobald stated that the bids came in
116 well under the engineers estimate. We are going to run a camera down every sewer main in the entire
117 City looking for defects and leaks. Hydro-Klean came in very low. **Motion to Approve the**
118 **Resolution Awarding and Approving CCTV of Kasson Sanitary Sewer made by Councilperson**
119 **Zelinske, second by Councilperson Ferris with All Voting Aye.**

120

Resolution #3.3-20

121 **A Resolution Awarding and Approving CCTV of Kasson Sanitary Sewer**
122 **(on file)**

123

124 **I/I Reduction Plan - Sump Pump and Lateral Inspections – UPDATE** – Engineer Theobald stated
125 that things are up and running and are going well so far. There have already been quite a few people
126 who have already signed up for inspections. The website is live - Kassonsump.com. There is a
127 **Public meeting – Wednesday, March 18th at 6:00PM at KM High School, Forum Room** for the
128 entire City to hear about the project and to ask questions.

129

130 **Petition and waiver** – Engineer Theobald stated that as part of this project we will have properties
131 that are not compliant. With this program homeowners could hire a private contractor to do the work
132 and the homeowner would take that bill to city hall and the city will pay it and have it assessed to the
133 homeowner's taxes. **Motion to Set the Interest Rate For Petition and Waivers at 5.5% made by**
134 **Mayor McKern, second by Councilperson Eggler with All Voting Aye.**

135

136 **I/I Reduction Plan – Bypass Pumping Plan – UPDATE** – There is a staff meeting on March 12th

137

138 Mayor McKern asked for an update on the list of things that WHKS was tasked to do last summer.
139 Engineer Theobald will incorporate that into the public presentation for Wednesday.

140

141 **PERSONNEL**

142 **ATTORNEY REPORT**

143 Closed session (recorded) to consider an offer regarding the purchase of the Shopko property.

144 Closed session (not recorded) for update in Wilker litigation.

145 Closed at 6:28PM

146 Opened at 7:03pm

147 Mayor McKern stated that the Council gave the Attorney direction as to a response for the Shopko
148 property. The Attorney gave the Council an update on the Wilker litigation

149

150 **CORRESPONDENCE**

151 Correspondence was reviewed.

152

153 **ADJOURN 7:04PM**

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

156

157 **ATTEST:**

158

159

160

161

162

163

164

165 _____
Linda Rappe, City Clerk

Chris McKern, Mayor

166

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 \$ 500,625.46

DATE APPROVED: _____

#1 36,665.70
#2 2,370.24
#3 30,462.33
#4 29,518.58
#5 401,608.61

500,625.46

03/12/20
14:21:01

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/13/20

1
Page: 1 of 6
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
33736		220 ACUITY SPECIALTY PRODUCTS INC	278.79					
	9004932195	02/20/20 ZEP	39.03			101 310 4310	210	1010
	9004932195	02/20/20 ZEP	39.03			101 312 4312	210	1010
	9004932195	02/20/20 ZEP	39.03			101 517 4517	210	1010
	9004932195	02/20/20 ZEP	39.03			601 943 4943	210	1010
	9004932195	02/20/20 ZEP	39.03			602 948 4948	210	1010
	9004932195	02/20/20 ZEP	41.82			604 957 4957	210	1010
	9004932195	02/20/20 ZEP	41.82			605 963 4963	210	1010
	9004932195	02/20/20 S.T. ZEP	2.88			604 957 4957	210	1010
	9004932195	02/20/20 S.T. ZEP	-2.88			604	2025	1010
	9004932195	02/20/20 D.C. TR TX ZEP	0.21			604 957 4957	210	1010
	9004932195	02/20/20 D.C. TR TX ZEP	-0.21			604	2026	1010
		Total for Vendor:	278.79					
33737		203 BAKER & TAYLOR INC	193.26					
	2035122570	02/18/20 BOOKS	86.91			211 550 4550	218	1010
	2035133876	02/25/20 BOOKS	29.58			211 550 4550	218	1010
	2035149184	03/02/20 BOOKS	47.99			211 550 4550	218	1010
	2035149750	03/02/20 BOOKS	28.78			211 550 4550	218	1010
		Total for Vendor:	193.26					
33734		5098 CARDMEMBER SERVICE	646.50					
	DVD'S		235.78			211 550 4550	219	1010
	BOOKS		45.08			211 550 4550	218	1010
	SUPPLIES		95.78			211 550 4550	210	1010
	PRIME PLAN		119.00			211 550 4550	430	1010
	SRP		150.86			211 550 4550	441	1010
33735		5098 CARDMEMBER SERVICE	1,305.50					
	MIAMA		225.00			606 516 4516	334	1010
	POP FOR RESALE		130.70			609 975 4975	254	1010
	CLEANING SUPPLIES-ERDMANNS		9.33			609 978 4978	210	1010
	S.T. CLEANING SUPPLIES-ERDMANN		0.65			609 978 4978	210	1010
	S.T. CLEANING SUPPLIES-ERDMANN		-0.65			609	2025	1010
	D.C. TRAN TX CLEAN SUPPLIES		0.05			609 978 4978	210	1010
	D.C. TRAN TX CLEAN SUPPLIES		-0.05			609	2026	1010

03/12/20
14:21:01

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/13/20

Page: 2 of 6
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
		RED CROSS FACILITY FEE	650.00*			101 514 4514	430	1010
		POP FOR RESALE	110.67			609 975 4975	254	1010
		ECONO LODGE-MARSHALL	179.80			101 140 4140	333	1010
		Total for Vendor:	1,952.00					
33738		82 CHS INC	31.87					
	441F4481	02/05/20 #20 LP GAS FILL	2.31			101 310 4310	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			101 312 4312	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			101 517 4517	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			601 943 4943	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			602 948 4948	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			604 957 4957	210	1010
	441F4481	02/05/20 #20 LP GAS FILL	2.30			605 963 4963	210	1010
	23400	02/19/20 7.38 GAL UNLD STREETS	15.76			101 310 4310	212	1010
		Total for Vendor:	31.87					
33749		5667 CINTAS	113.11					
	4043890535	02/27/20 MATS	113.11			609 979 4979	410	1010
		Total for Vendor:	113.11					
33739		6056 FERGUSON WATERWORKS #2518	162.19					
	0160334	02/19/20 GASKETS	162.19			602 947 4947	220	1010
		Total for Vendor:	162.19					
33740		3825 JOHN DEERE FINANCIAL f.s.b.	354.88					
	IK88200	01/15/20 CHAMPION GRADER- WING BOLTS	33.00			101 312 4312	220	1010
	IK88340	01/27/20 CHAMPION GRADER- MOLDBOARD B	48.59			101 312 4312	220	1010
	IK88350	01/28/20 DUMP-BACKUP PLOW LIGHTS	150.00			101 312 4312	220	1010
	1357603	01/17/20 PARK-FILTER KITS	123.29			101 522 4522	220	1010
		Total for Vendor:	354.88					
33741		37 KMTELECOM	3,036.03					
	10014231	03/01/20 PHONES-PD	733.55			101 210 4210	321	1010
	10014231	03/01/20 PHONES-FD	184.38			101 220 4220	321	1010
	10014231	03/01/20 PHONES-CH	622.65			101 140 4140	321	1010
	10014231	03/01/20 YELLOW PAGES	15.40			101 140 4140	343	1010
	10014231	03/01/20 PHONE- PZ	21.93			101 191 4191	321	1010

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/13/20

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	10014231	03/01/20 PHONES-EDA	21.93			290 650 4650	430	1010
	10014231	03/01/20 PHONES-KAC	68.45			101 514 4514	321	1010
	10014231	03/01/20 PHONES-LIBRARY	139.21			211 550 4550	321	1010
	10014231	03/01/20 PHONES-WATER	97.21			601 944 4944	321	1010
	10014231	03/01/20 PHONES- WW	71.42			602 949 4949	321	1010
	10014231	03/01/20 PHONES- WWTP	127.69			602 947 4947	321	1010
	10014231	03/01/20 PHONES-PARK	198.41			101 510 4510	321	1010
	10014231	03/01/20 PHONES-STREETS	38.21			101 310 4310	321	1010
	10014231	03/01/20 PHONES-ELECTRIC	319.27			604 959 4959	321	1010
	10014231	03/01/20 PHONES-LIQUOR	164.74			609 976 4976	321	1010
	10014231	03/01/20 PHONES- ARENA	197.53			606 516 4516	321	1010
	10014231	03/01/20 PHONES- ARENA AD	14.05			606 516 4516	343	1010
		Total for Vendor:	3,036.03					
33742		385 MAXSON ELECTRIC INC	640.00					
	6543	02/17/20 LED FIXTURES	640.00			602 947 4947	210	1010
		Total for Vendor:	640.00					
33743		55 MN ENERGY RESOURCES CORP	8,454.85					
	504849532	02/28/20 NAT GAS-KAC	42.84			101 514 4514	380	1010
	507830933	02/28/20 NAT GAS-LS	162.18			609 979 4979	380	1010
	507599896	02/28/20 NAT GAS-OLD LIBRARY	78.53			101 1151		1010
	507599896	02/28/20 S.T. NAT GAS-OLD LIBRARY	5.40			101 1151		1010
	507599896	02/28/20 S.T. NAT GAS-OLD LIBRARY	-5.40			101 2025		1010
	507599896	02/28/20 D.C. TR TX . NAT GAS-OLD LI	0.39			101 1151		1010
	507599896	02/28/20 D.C. TR TX . NAT GAS-OLD LI	-0.39			101 2026		1010
	502608052	02/26/20 NAT GAS-CH	267.12*			101 140 4140	380	1010
	503410885	02/27/20 NAT GAS-PD	250.54			101 210 4210	380	1010
	505582267	02/27/20 NAT GAS-FD #2	388.71			101 220 4220	380	1010
	502710405	02/27/20 NAT GAS-FD	488.74			101 220 4220	380	1010
	507254919	02/28/20 NAT GAS-PARK MAINT SHED	154.46			101 522 4522	380	1010
	504080887	03/02/20 NAT GAS- PW 1/2	858.98			101 310 4310	380	1010
	504080887	03/02/20 NAT GAS- PW 1/2	858.97			604 957 4957	380	1010
	504080887	03/02/20 S. T. NAT GAS- PW 1/2	59.05			604 957 4957	380	1010
	504080887	03/02/20 S. T. NAT GAS- PW 1/2	-59.05			604 2025		1010
	504080887	03/02/20 D.C. TR TX. NAT GAS- PW 1/	4.29			604 957 4957	380	1010
	504080887	03/02/20 D.C. TR TX. NAT GAS- PW 1/	-4.29			604 2026		1010

03/12/20
14:21:01

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/13/20

Page: 4 of 6
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
	503913191	03/02/20 NAT GAS-ARENA	3,488.80			606 516 4516	380	1010
	507254919	02/27/20 NAT GAS-NEW LIBRARY	284.62			211 550 4550	380	1010
	503306122	03/02/20 NAT GAS-WWTP	1,130.36			602 947 4947	380	1010
		Total for Vendor:	8,454.85					
33744		780 RAPPE, LINDA	100.01					
		ELECTION PNP LUNCH	94.83*			101 141 4141	430	1010
		ELECTION MILEGAE TO COUNTY 3 T	5.18*			101 141 4141	430	1010
		Total for Vendor:	100.01					
33745		6110 ROBERT W BAIRD & CO	10,620.00					
	PF-288581	03/11/20 AGENT FEES	10,620.00*			391 710 4710	621	1010
		Total for Vendor:	10,620.00					
33746		4290 SWENKE IMS CONTRACTING LLC	8,903.90					
	1017	05/02/19 SCHWARZ WATER	8,903.90			601 1230		1010
		Total for Vendor:	8,903.90					
33747		204 THATCHER POOLS & SPAS INC	275.00					
		CERTIFIED POOL OPERATOR-ANDERS	275.00*			101 514 4514	430	1010
		Total for Vendor:	275.00					
33748		3382 VERIZON WIRELESS	1,549.81					
	9848762338	02/21/20 CELL PHONES- PARKS	118.37			101 510 4510	321	1010
	9848762338	02/21/20 CELL PHONES- STREETS	70.15			101 310 4310	321	1010
	9848762338	02/21/20 CELL PHONES-ELEC	317.49			604 959 4959	321	1010
	9848762338	02/21/20 CELL PHONES-PD	747.76			101 210 4210	321	1010
	9848762338	02/21/20 CELL PHONES-WW	161.46			602 949 4949	321	1010
	9848762338	02/21/20 CELL PHONES-WATER	40.05			601 944 4944	321	1010
	9848762338	02/21/20 CELL PHONES-ARENA	94.53			606 516 4516	321	1010
		Total for Vendor:	1,549.81					
		# of Claims	16	Total:				36,665.70

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 3/20

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$7,048.63
211 Library Fund	
1010 CASH-OPERATING	\$1,263.59
290 Economic Development	
1010 CASH-OPERATING	\$21.93
391 Oppidan/Folkestad TIF	
1010 CASH-OPERATING	\$10,620.00
601 Water Fund	
1010 CASH-OPERATING	\$9,082.49
602 Sewer Fund	
1010 CASH-OPERATING	\$2,334.45
604 Electric Fund	
1010 CASH-OPERATING	\$1,539.85
605 Storm Water	
1010 CASH-OPERATING	\$44.12
606 ICE ARENA	
1010 CASH-OPERATING	\$4,019.91
609 Liquor Fund	
1010 CASH-OPERATING	\$690.73
Total:	\$36,665.70

03/12/20
14:21:02

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 6 of 6
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

Lee *Signature*
page

11/2

03/16/20
11:30:34

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/16/20

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
33750		5098 CARDMEMBER SERVICE	1,228.24					
	02/25/20	laptops-2, printer-1	1,228.24			101 220 4220	240	1010
		Total for Vendor:	1,228.24					
33751		2876 PAUSTIS WINE COMPANY	1,142.00					
	78432 01/22/20	WINE	1,127.00			609 975 4975	251	1010
	78432 01/22/20	FREIGHT	15.00			609 975 4975	335	1010
		Total for Vendor:	1,142.00					
		# of Claims	2	Total:				2,370.24

03/16/20
11:30:35

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 3/20

Page: 2 of 3
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$1,228.24
609 Liquor Fund	
1010 CASH-OPERATING	\$1,142.00
Total:	\$2,370.24

13/16/20
11:30:35

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 3 of 3
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

*See Signature
page*

03/17/20
16:38:44

#3

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/17/20

Page: 1 of 4
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
33753	E	34 CITY OF KASSON	29,037.11					
	02/25/20	CITY UTILITIES-C.H.	321.78			101 194 4194	380	1010
	02/25/20	CITY UTILITIES-C.H. BI DIR	13.82			101 194 4194	380	1010
	02/25/20	CITY UTILITIES-PD	342.88			101 210 4210	380	1010
	02/25/20	CITY UTILITIES-STRT LIGHTS LED	434.15			101 316 4316	380	1010
	02/25/20	CITY UTILITIES-STRT LIGHTS	3.49			101 310 4310	380	1010
	02/25/20	CITY UTILITIES-FD	250.25			101 220 4220	380	1010
	02/25/20	CITY UTILITIES-MAIN STRT LIGHT	818.48			101 316 4316	380	1010
	02/25/20	CITY UTILITIES-MANT AVE STRT	236.34			101 316 4316	380	1010
	02/25/20	CITY UTILITIES- STRT LIGHT	4,519.08			101 316 4316	380	1010
	02/25/20	CITY UTILITIES-AQTIC CENTER HI	81.69			101 514 4514	380	1010
	02/25/20	CITY UTILITIES-AQTIC CTR LOW F	52.09			101 514 4514	380	1010
	02/25/20	CITY UTILITIES-AQTIC CTR BI DI	180.72			101 514 4514	380	1010
	02/25/20	CITY UTILITIES-NO PARK #3	57.85			101 517 4517	380	1010
	02/25/20	CITY UTILITIES-N2 BALL PARK LI	78.06			101 517 4517	380	1010
	02/25/20	CITY UTILITIES-NO PRK MAINT SH	125.39			101 522 4522	380	1010
	02/25/20	CITY UTILITIES-EAST SHELTER VE	53.64			101 522 4522	380	1010
	02/25/20	CITY UTILITIES-NO PRK CONC STA	23.90			101 517 4517	380	1010
	02/25/20	CITY UTILITIES-VETS PRK ATH FL	22.66			101 517 4517	380	1010
	02/25/20	CITY UTILITIES-NE YOUTH BALLFL	22.66			101 517 4517	380	1010
	02/25/20	CITY UTILITIES-WEST SHLTER VET	27.15			101 522 4522	380	1010
	02/25/20	CITY UTILITIES-NORTH PARK #1 S	73.75			101 310 4310	380	1010
	02/25/20	CITY UTILITIES-WELL #4	1,272.16			601 941 4941	380	1010
	02/25/20	CITY UTILITIES-WELL #2	210.24			601 941 4941	380	1010
	02/25/20	CITY UTILITIES-WELL #3	99.91			601 941 4941	380	1010
	02/25/20	CITY UTILITIES-WELL #5	2,134.39			601 941 4941	380	1010
	02/25/20	CITY UTILITIES-8TH AV WATER TW	364.07			601 941 4941	380	1010
	02/25/20	CITY UTILITIES-LITTLES LIPT ST	83.43			602 948 4948	380	1010
	02/25/20	CITY UTILITIES-LIQUOR STORE	791.13			609 979 4979	380	1010
	02/25/20	CITY UTILITIES-NORTH PARK #4	23.33			101 522 4522	380	1010
	02/25/20	CITY UTILITIES- WWTP WA/SE	1,656.31			602 947 4947	380	1010
	02/25/20	CITY UTILITIES- WWTP ELECTRIC	6,159.43			602 947 4947	381	1010
	02/25/20	CITY UTILITIES- WWTP BASEMENT	47.36			602 947 4947	380	1010
	02/25/20	CITY UTILITIES- WWTP-GARAGE	18.80			602 947 4947	380	1010
	02/25/20	CITY UTILITIES- NO PARK #2	27.49			101 522 4522	380	1010
	02/25/20	CITY UTILITIES- OLD WATER TOWE	54.88			101 526 4526	430	1010

03/17/20
16:38:44

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/17/20

Page: 2 of 4
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
	02/25/20	CITY UTILITIES- DC AMBULANCE S	136.01			101 417 4417	380	1010
	02/25/20	CITY UTILITIES- NEW PW 1/2	561.03			101 310 4310	380	1010
	02/25/20	CITY UTILITIES- NEW PW 1/2	561.03			604 957 4957	380	1010
	02/25/20	S.T. UTILITIES- NEW PW 1/2	33.90			604 957 4957	380	1010
	02/25/20	S.T. UTILITIES- NEW PW 1/2	-33.90			604	2025	1010
	02/25/20	D.C. TR TX-UTIL NEW PW 1/2	2.46			604 957 4957	380	1010
	02/25/20	D.C. TR TX-UTIL NEW PW 1/2	-2.46			604	2026	1010
	02/25/20	S.T. WATER NEW PW BLDG 1/2	1.10			604 957 4957	380	1010
	02/25/20	S.T. WATER NEW PW BLDG 1/2	-1.10			604	2025	1010
	02/25/20	D.C. TR TX WATER NEW PW 1/2	0.08			604 957 4957	380	1010
	02/25/20	D.C. TR TX WATER NEW PW 1/2	-0.08			604	2026	1010
	02/25/20	CITY UTILITIES SOLAR BLBD AT P	36.60			604 956 4956	381	1010
	02/25/20	CITY UTILITIES DODGE CO ICE AR	5,549.26			606 516 4516	380	1010
	02/25/20	CITY UTILITIES ELECTRONIC SIGN	29.51*			101 111 4111	430	1010
	02/25/20	CITY UTILITIES PARK/RIDE LGHTN	71.95			101 316 4316	380	1010
	02/25/20	CITY UTILITIES 16TH ST E OF BR	116.91			101 316 4316	380	1010
	02/25/20	CITY UTILITIES 16TH ST CTR	177.65			101 316 4316	380	1010
	02/25/20	CITY UTILITIES 16TH ST W OF BR	85.81			101 316 4316	380	1010
	02/25/20	CITY UTILITIES NEW LIBRARY	771.98			211 550 4550	380	1010
	02/25/20	CITY UTILITIES DUPLEX	147.06*			101 111 4111	430	1010
	02/25/20	CITY UTILITIES LIONS PARK SHEL	36.02			101 522 4522	380	1010
	02/25/20	CITY UTILITIES VACANT HSE-TRAI	73.53			101 522 4522	380	1010
		Total for Vendor:	29,037.11					
33752	E	5691 FURTHER-FSA	1,425.22					
	39343596	02/25/20 2019 FLEX REIMBURSEMENT	317.02			601 2177		1010
	39343596	02/25/20 2020 FLEX REIMBURSEMENT	1,012.10			601 2177		1010
	39343596	02/25/20 2020 FLEX REIMBURSEMENT	96.10			101 2177		1010
		Total for Vendor:	1,425.22					
		# of Claims	2	Total:				30,462.33
		Total Electronic Claims						30,462.33
		Total Non-Electronic Claims						

3/17/20
6:38:45

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 4 of 4
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

See Signature page

#4

03/19/20
12:47:45

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/19/20

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
33754	E	5691 FURTHER-FSA	141.88					
		FLEX REIMBURSEMENT	141.88			101 2177		1010
		Total for Vendor:	141.88					
33755	E	3785 I.R.S.	126.70					
		1ST QTR STD- NESS SS	102.68			101 310 4310	122	1010
		1ST QTR STD- NESS MCARE	24.02			101 310 4310	123	1010
		Total for Vendor:	126.70					
33757	E	108 MN DEPARTMENT OF REVENUE	19,381.00					
		FEB-SALES TAX	34.00			101 2025		1010
		FEB- D.C. TR TAX	2.00			101 2026		1010
		FEB- USE TAX	12.00			101 2025		1010
		FEB- USE D.C. TR TAX	1.00			101 2026		1010
		FEB- SALES TAX	10.00			211 2025		1010
		FEB-D.C.TR TAX	1.00			211 2026		1010
		FEB SALES TAX	448.00			601 2025		1010
		FEB D.C. TR TAX	32.00			601 2026		1010
		FEB-SALES TAX	17,047.00			604 2025		1010
		FEB- D.C. TR TAX	1,240.00			604 2026		1010
		FEB USE TAX	494.00			609 2025		1010
		FEB USE D.C. TR TAX	36.00			609 2026		1010
		FEB USE TAX	22.00			609 2025		1010
		FEB D.C. USE TAX	2.00			609 2026		1010
		Total for Vendor:	19,381.00					
33756	E	973 MN DEPT OF REVENUE	9,869.00					
		FEB- LIQUOR STORE SALES TAXES	9,367.00			609 2025		1010
		FEB- LIQUOR STORE D.C. TR TAX	502.00			609 2026		1010
		Total for Vendor:	9,869.00					
		# of Claims	4	Total:	29,518.58			
		Total Electronic Claims			29,518.58			
		Total Non-Electronic Claims						

3/19/20
2:47:46

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 3 of 3
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

*See Signature
page*

#5

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 1 of 17
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
33758		5692 ALADTEC, INC.	2,751.00					
	2020-0626	03/04/20 SCHEDULING SYSTEM	2,751.00			101 220 4220	210	1010
		Total for Vendor:	2,751.00					
33763		5049 ARTISAN BEER COMPANY	140.85					
	3408668	03/03/20 BEER	107.00			609 975 4975	252	1010
	3410145	03/10/20 BEER	33.85			609 975 4975	252	1010
		Total for Vendor:	140.85					
33759		203 BAKER & TAYLOR INC	47.19					
	2035162187	03/09/20 BOOKS	47.19			211 550 4550	218	1010
		Total for Vendor:	47.19					
33764		1012 BELLBOY CORPORATION	693.25					
	0083104900	03/05/20 LIQUOR	429.32			609 975 4975	251	1010
	0083104900	03/05/20 FREIGHT	8.34			609 975 4975	335	1010
	0100994100	03/05/20 BAGS	107.49			609 975 4975	210	1010
	0100994100	03/05/20 S.T. BAGS	7.39			609 975 4975	210	1010
	0100994100	03/05/20 S.T. BAGS	-7.39			609 2025		1010
	0100994100	03/05/20 D.C. TR TAX BAGS	0.54			609 975 4975	210	1010
	0100994100	03/05/20 D.C. TR TAX BAGS	-0.54			609 2026		1010
	0083193500	03/12/20 LIQUOR	126.00			609 975 4975	251	1010
	0083193500	03/12/20 FREIGHT	4.00			609 975 4975	335	1010
	0101021700	03/12/20 DUM DUMS	18.10			609 976 4976	343	1010
	0101021700	03/12/20 S.T. DUM DUMS	1.25			609 976 4976	343	1010
	0101021700	03/12/20 S.T. DUM DUMS	-1.25			609 2025		1010
	0101021700	03/12/20 D.C TR TX DUM DUMS	0.09			609 976 4976	343	1010
	0101021700	03/12/20 D.C TR TX DUM DUMS	-0.09			609 2026		1010
		Total for Vendor:	693.25					
33760		3464 BOWMAN'S	255.00					
	WP-19956	02/10/20 DOOR OPERNER	255.00			211 550 4550	400	1010
		Total for Vendor:	255.00					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 2 of 17
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
33765		5239 BREAKTHRU BEVERAGE MN WINE &	5,266.14					
	1081112656	03/11/20 LIQUOR	762.57			609 975 4975	251	1010
	1081112656	03/11/20 WINE	504.00			609 975 4975	251	1010
	1081112656	03/11/20 MIXES	30.00			609 975 4975	254	1010
	1081112656	03/11/20 FREIGHT	24.20			609 975 4975	335	1010
	1081109280	03/04/20 LIQUOR	391.06			609 975 4975	251	1010
	1081109280	03/04/20 WINE	328.00			609 975 4975	251	1010
	1081109280	03/04/20 MIXES	30.00			609 975 4975	254	1010
	1081109280	03/04/20 FREIGHT	11.41			609 975 4975	335	1010
	1081115225	03/18/20 LIQUOR	2,642.94			609 975 4975	251	1010
	1081115225	03/18/20 WINE	392.00			609 975 4975	251	1010
	1081115225	03/18/20 MIXES	94.00			609 975 4975	254	1010
	1081115225	03/18/20 FREIGHT	55.96			609 975 4975	335	1010
		Total for Vendor:	5,266.14					
33761		5098 CARDMEMBER SERVICE	267.77					
	02/13/20	AED SUPPORT	50.99			101 210 4210	210	1010
	02/13/20	INTOXIMETERS	80.51			101 210 4210	210	1010
	02/24/20	STAMPS	17.99			101 210 4210	210	1010
	02/25/20	DOOR LOCKS	57.34			101 210 4210	210	1010
	02/26/20	AED SUPPPORT	50.99			101 210 4210	210	1010
	02/27/20	PHC INTE;;IUS	9.95			101 210 4210	210	1010
		Total for Vendor:	267.77					
33767		2410 CENTRAL MN MUNICIPAL POWER AGE	177,956.30					
	6782 02/29/20	CMPA DUES	1,500.00			604 959 4959	334	1010
	6782 02/29/20	FEES FOR SERVICES	1,296.68			604 959 4959	430	1010
	6782 02/29/20	PURCHASED POWER	146,485.93			604 956 4956	381	1010
	6782 02/29/20	PURCHASED POWER-TRANSMISSION	26,872.70			604 956 4956	381	1010
	6782 02/29/20	CAPACITY PURCHASED	615.64			604 956 4956	381	1010
	6782 02/29/20	CIP MONTHLY-ASSMNT	1,185.35			604 959 4959	429	1010
		Total for Vendor:	177,956.30					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 3 of 17
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
33766		5667 CINTAS	113.11					
	4045199437	03/12/20 MATS-L.S.	113.11			609 979 4979	410	1010
		Total for Vendor:	113.11					
33762		4238 CINTAS CORP	55.86					
	8404521586	02/21/20 RESTOCK FIRST AID	11.18			101 920 4920	433	1010
	8404521586	02/21/20 RESTOCK FIRST AID	11.17			601 943 4943	433	1010
	8404521586	02/21/20 RESTOCK FIRST AID	11.17			602 948 4948	433	1010
	8404521586	02/21/20 RESTOCK FIRST AID	11.17			604 957 4957	433	1010
	8404521586	02/21/20 RESTOCK FIRST AID	11.17			605 963 4963	433	1010
		Total for Vendor:	55.86					
33768		30 CMS OF ROCHESTER	2,876.43					
	20-211	02/29/20 KA BLDG-MILEAGE	183.54			101 240 4240	331	1010
	20-211	02/29/20 KA BLDG-INSPECTION FEES	2,692.89			101 240 4240	444	1010
		Total for Vendor:	2,876.43					
33769		5771 DASH MEDICAL GLOVES	107.40					
	INV1186987	03/03/20 NITRILE GLOVES	32.76			101 210 4210	210	1010
	INV1188643	03/13/20 DISPOSABLE WIPES	74.64			101 210 4210	210	1010
		Total for Vendor:	107.40					
33770		2052 DAVID DROWN ASSOCIATES INC	9,000.00					
	4614	03/18/20 BOND ISSUANCE	9,000.00*			391 710 4710	621	1010
		Total for Vendor:	9,000.00					
33771		69 DODGE COUNTY ENVIRONMENTAL	79.00					
	02/29/20	LMAF/BULB DISPOSAL	27.00			101 210 4210	430	1010
	02/29/20	LMAF/BULB DISPOSAL	26.00			211 550 4550	430	1010
	02/29/20	LMAF/BULB DISPOSAL	26.00			609 976 4976	430	1010
		Total for Vendor:	79.00					
33772		5156 DODGE COUNTY INDEPENDENT/DODGE	30.00					
	9276	02/27/20 ad- library aide	30.00			211 550 4550	343	1010
		Total for Vendor:	30.00					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 4 of 17
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
33773		17 EDGAR TRUCKING	365.41					
	25460	02/05/20 FREIGHT	80.21			609 975 4975	335	1010
	25472	02/12/20 FREIGHT	90.91			609 975 4975	335	1010
	25487	02/19/20 FREIGHT	65.95			609 975 4975	335	1010
	25503	02/26/20 FREIGHT	128.34			609 975 4975	335	1010
		Total for Vendor:	365.41					
33774		5813 ENTERPRISE FM TRUST	4,458.16					
	FBN3909924	03/05/20 MAINT CARDS	50.00			101 210 4210	430	1010
	FBN3909924	03/05/20 MAINT CARDS	15.00			101 220 4220	430	1010
	FBN3909924	03/05/20 MAINT CARDS	12.50			101 310 4310	430	1010
	FBN3909924	03/05/20 MAINT CARDS	10.00			101 522 4522	430	1010
	FBN3909924	03/05/20 MAINT CARDS	12.50			601 944 4944	430	1010
	FBN3909924	03/05/20 MAINT CARDS	7.50			602 949 4949	430	1010
	FBN3909924	03/05/20 MAINT CARDS	15.00			604 959 4959	430	1010
	FBN3909924	03/05/20 MAINT CARDS	7.50			605 964 4964	430	1010
	FBN3909924	03/05/20 LEASE	1,893.01			101 680 4210	550	1010
	FBN3909924	03/05/20 LEASE	287.88			101 680 4210	611	1010
	FBN3909924	03/05/20 LEASE	286.03			101 680 4310	550	1010
	FBN3909924	03/05/20 LEASE	34.01			101 680 4310	611	1010
	FBN3909924	03/05/20 LEASE	420.11			101 680 4522	550	1010
	FBN3909924	03/05/20 LEASE	68.01			101 680 4522	611	1010
	FBN3909924	03/05/20 LEASE	162.14			601 2231		1010
	FBN3909924	03/05/20 LEASE	19.28			601 710 4710	611	1010
	FBN3909924	03/05/20 LEASE	162.13			602 2231		1010
	FBN3909924	03/05/20 LEASE	19.29			602 710 4710	611	1010
	FBN3909924	03/05/20 LEASE	210.08			601 2231		1010
	FBN3909924	03/05/20 LEASE	34.00			601 710 4710	611	1010
	FBN3909924	03/05/20 LEASE	210.07			601 2231		1010
	FBN3909924	03/05/20 LEASE	34.00			601 710 4710	611	1010
	FBN3909924	03/05/20 LEASE	420.11			604 2231		1010
	FBN3909924	03/05/20 LEASE	68.01			604 710 4710	611	1010
		Total for Vendor:	4,458.16					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 5 of 17
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
33775		21 ERDMAN'S SUPERMARKETS INC	62.77					
	03/02/20	ELECTION SUPPLIES	51.10			101 141 4141	210	1010
	02/13/20	POP FOR RESALE	11.67			609 975 4975	254	1010
		Total for Vendor:	62.77					
33776		5678 FURTHER	155.10					
	1467577 03/01/20	MARCH- PARTICIPANT FEE	155.10*			101 140 4140	440	1010
		Total for Vendor:	155.10					
33777		3767 GOODIN COMPANY	44.23					
	09122353-0 03/09/20	12 PLEATED FILTERS	44.23			606 516 4516	220	1010
		Total for Vendor:	44.23					
33778		2721 HOFF'S AUTO REPAIR	354.34					
	2390 03/02/20	DC 27 BATTERIRES	354.34			606 516 4516	220	1010
		Total for Vendor:	354.34					
33780		5036 HOHENSTEINS INC	219.00					
	196796 03/11/20	BEER	219.00			609 975 4975	252	1010
		Total for Vendor:	219.00					
33781		2462 HOISINGTON KOEGLER GROUP INC	4,070.70					
	018-060-14 03/08/20	ORDINANCE UPDATE	1,265.00			101 191 4191	440	1010
	019-041-6 03/08/20	CONSULTING P&Z	2,805.70*			101 210 4210	440	1010
		Total for Vendor:	4,070.70					
33782		25 JOHNSON BROTHERS LIQUOR CO	12,446.35					
	1517181 03/03/20	LIQUOR	4,493.99			609 975 4975	251	1010
	1517182 03/03/20	WINE	1,179.05			609 975 4975	251	1010
	1522349 03/10/20	LIQUOR	903.24			609 975 4975	251	1010
	1522350 03/10/20	WINE	717.30			609 975 4975	251	1010
	1527293 03/17/20	LIQUOR	2,050.05			609 975 4975	251	1010
	1527294 03/17/20	WINE	3,065.72			609 975 4975	251	1010
	1527295 03/17/20	MIXES	37.00			609 975 4975	254	1010
		Total for Vendor:	12,446.35					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 6 of 17
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
33783		315 KASSON FIRE RELIEF ASSN. SUPPLEMENTAL AID	1,000.00 1,000.00			101 220 4220	430	1010
		Total for Vendor:	1,000.00					
33779		35 KASSON HARDWARE HANK	455.37					
		PARK SUPPLIES	36.47			101 522 4522	220	1010
		WWTP SUPPLIES	54.96			602 947 4947	210	1010
		ARENA R & M SUPPLIES	166.32			606 516 4516	220	1010
		CITY HALL SUPPLIES	9.99			101 194 4194	210	1010
		FD SUPPLIES	5.49			101 220 4220	210	1010
		STREET R&M SUPPLIES	10.06			101 310 4310	220	1010
		ICE/SNOW R&M SUPPLIES	100.12			101 312 4312	220	1010
		ELECTRIC SUPPLIES	17.98			604 957 4957	210	1010
		S. T. ELECTRIC SUPPLIES	1.24			604 957 4957	210	1010
		S. T. ELECTRIC SUPPLIES	-1.24			604 2025		1010
		D.C. TR TX ELECTRIC SUPPLIES	0.09			604 957 4957	210	1010
		D.C. TR TX ELECTRIC SUPPLIES	-0.09			604 2026		1010
		WATER SUPPLIES	53.98			601 943 4943	210	1010
		Total for Vendor:	455.37					
33784		362 KWIK TRIP STORES	57.55					
		4.759 GAL	14.18			604 957 4957	212	1010
		18.464 GAL	43.37			101 220 4220	212	1010
		Total for Vendor:	57.55					
33785		199 LMC INS TRUST	46,421.00					
		1ST QTR CMC	1,024.43			101 220 4220	360	1010
		1ST QTR CMC	10.82			101 220 4220	160	1010
		1ST QTR CMC	725.27			101 514 4514	360	1010
		1ST QTR CMC	3,471.02			101 522 4522	360	1010
		1ST QTR CMC	108.95			101 517 4517	360	1010
		1ST QTR CMC	877.56			101 191 4191	360	1010
		1ST QTR CMC	143.69			101 527 4527	430	1010
		1ST QTR CMC	81.16			101 417 4417	360	1010
		1ST QTR CMC	97.07			290 650 4650	360	1010
		1ST QTR CMC	3,634.93			602 948 4948	360	1010

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 7 of 17
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
	1ST QTR CMC		2,219.51			602 947 4947	360	1010
	1ST QTR CMC		10.82			602 948 4948	160	1010
	1ST QTR CMC		1,519.59			601 943 4943	360	1010
	1ST QTR CMC		10.82			601 943 4943	160	1010
	1ST QTR CMC		106.71			101 194 4194	360	1010
	1ST QTR CMC		1,950.57			604 957 4957	360	1010
	1ST QTR CMC		10.82			604 959 4959	160	1010
	1ST QTR CMC		750.84			609 979 4979	360	1010
	1ST QTR CMC		10.82			609 977 4977	160	1010
	1ST QTR CMC		1,211.71			101 310 4310	360	1010
	1ST QTR CMC		75.54			101 312 4312	360	1010
	1ST QTR CMC		195.28			605 963 4963	360	1010
	1ST QTR CMC		1,995.82			101 920 4920	360	1010
	1ST QTR CMC		37.14			101 526 4526	430	1010
	1ST QTR CMC		880.52			101 111 4111	160	1010
	1ST QTR CMC		64.93			101 111 4111	160	1010
	1ST QTR CMC		8,101.06			101 210 4210	360	1010
	1ST QTR CMC		75.75			101 210 4210	160	1010
	1ST QTR CMC		896.79			101 140 4140	360	1010
	1ST QTR CMC		21.64			101 140 4140	160	1010
	1ST QTR CMC		116.00			101 417 4417	360	1010
	1ST QTR CMC		831.26			211 550 4550	360	1010
	1ST QTR CMC		10.82*			211 550 4550	160	1010
	1ST QTR CMC		166.34			610 984 4984	360	1010
	1ST QTR CMC		13,396.00			101 920 4920	360	1010
	1ST QTR CMC		1,579.00			609 979 4979	360	1010
33786		199 LMC INS TRUST	31,446.00					
	1ST QTR CMC		1,024.43			101 220 4220	360	1010
	1ST QTR CMC		10.82			101 220 4220	160	1010
	1ST QTR CMC		725.27			101 514 4514	360	1010
	1ST QTR CMC		3,471.02			101 522 4522	360	1010
	1ST QTR CMC		108.95			101 517 4517	360	1010
	1ST QTR CMC		877.56			101 191 4191	360	1010
	1ST QTR CMC		143.69			101 527 4527	430	1010
	1ST QTR CMC		81.16			101 417 4417	360	1010
	1ST QTR CMC		97.07			290 650 4650	360	1010

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 8 of 17
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
	1ST QTR	CMC	3,634.93			602 948 4948	360	1010
	1ST QTR	CMC	2,219.51			602 947 4947	360	1010
	1ST QTR	CMC	10.82			602 948 4948	160	1010
	1ST QTR	CMC	1,519.59			601 943 4943	360	1010
	1ST QTR	CMC	10.82			601 943 4943	160	1010
	1ST QTR	CMC	106.71			101 194 4194	360	1010
	1ST QTR	CMC	1,950.57			604 957 4957	360	1010
	1ST QTR	CMC	10.82			604 959 4959	160	1010
	1ST QTR	CMC	750.84			609 979 4979	360	1010
	1ST QTR	CMC	10.82			609 977 4977	160	1010
	1ST QTR	CMC	1,211.71			101 310 4310	360	1010
	1ST QTR	CMC	75.54			101 312 4312	360	1010
	1ST QTR	CMC	195.28			605 963 4963	360	1010
	1ST QTR	CMC	1,995.82			101 920 4920	360	1010
	1ST QTR	CMC	37.14			101 526 4526	430	1010
	1ST QTR	CMC	880.52			101 111 4111	160	1010
	1ST QTR	CMC	64.93			101 111 4111	160	1010
	1ST QTR	CMC	8,101.06			101 210 4210	360	1010
	1ST QTR	CMC	75.75			101 210 4210	160	1010
	1ST QTR	CMC	896.79			101 140 4140	360	1010
	1ST QTR	CMC	21.64			101 140 4140	160	1010
	1ST QTR	CMC	116.00			101 417 4417	360	1010
	1ST QTR	CMC	831.26			211 550 4550	360	1010
	1ST QTR	CMC	10.82*			211 550 4550	160	1010
	1ST QTR	CMC	166.34			610 984 4984	360	1010
		Total for Vendor:	77,867.00					
33787		5214 MADDEN GALANTER HANSEN, LLP	188.25					
	03/10/20	LABOR RELATIONS- FEB	188.25*			101 111 4111	440	1010
		Total for Vendor:	188.25					
33822		2156 MCGRANN SHEA CARNIVAL STRAUGHN	547.50					
	131419 03/12/20	LEGAL-SERV TERRITORY	547.50			604 959 4959	304	1010
		Total for Vendor:	547.50					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 9 of 17
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
33788		4636 METERING & TECHNOLOGY SOLUTIONS	2,727.58					
	16478	02/28/20 12 METERS- 6 DIAL HRE	1,363.79			601 943 4943	260	1010
	16478	02/28/20 12 METERS- 6 DIAL HRE	1,363.79			602 948 4948	260	1010
		Total for Vendor:	2,727.58					
33789		376 MN DEPT OF HEALTH	23.00					
		TRAPP CLASS C OPERATOR	23.00			601 944 4944	430	1010
		Total for Vendor:	23.00					
33790		142 MN MUNICIPAL UTILITIES ASSN	695.00					
	55094	01/16/20 1ST LINE SUPERV 3/11-13	695.00			604 959 4959	333	1010
		Total for Vendor:	695.00					
33791		4028 MPCA	5,900.00					
	1000009322	02/28/20 WATER PERMIT ANNUAL	5,900.00*			602 947 4947	430	1010
		Total for Vendor:	5,900.00					
33792		5881 NAPA AUTO PARTS	424.82					
		PARK SUPPLIES	27.40			101 522 4522	220	1010
		WWTP R&M SUPPLIES	42.10			602 947 4947	220	1010
		WWTP SUPPLIES	186.43			602 947 4947	210	1010
		WWTP SMALL TOOLS	45.75			602 947 4947	240	1010
		ARENA R&M SUPPLIES	15.98			606 516 4516	220	1010
		STREET R&M SUPPLIES	40.22			101 310 4310	220	1010
		STREET R&M SM TOOLS	24.38			101 310 4310	240	1010
		ELECTRIC R&M SUPPLIES	15.18			604 957 4957	220	1010
		S. T. ELECTRIC R&M SUPPLIES	1.04			604 957 4957	220	1010
		S. T. ELECTRIC R&M SUPPLIES	-1.04			604 2025		1010
		D.C. TR TX ELECTRIC R&M	0.08			604 957 4957	220	1010
		D.C. TR TX ELECTRIC R&M	-0.08			604 2026		1010
		PD SUPPLIES	27.38			101 210 4210	210	1010
		Total for Vendor:	424.82					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 10 of 17
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
33793		4547 NELSON, JARROD	129.33					
	MILEAGE-MMUA TRNG		101.20			604 959 4959	333	1010
	MEALS-MMUA TRNG		28.13			604 959 4959	333	1010
		Total for Vendor:	129.33					
33794		60 NORTHERN BEVERAGE DIST. CO. LL	15,124.65					
	619294 03/05/20 BEER		3,073.85			609 975 4975	252	1010
	619294 03/05/20 FREIGHT		2.00			609 975 4975	335	1010
	622144 03/12/20 BEER		4,187.95			609 975 4975	252	1010
	622144 03/12/20 FREIGHT		2.00			609 975 4975	335	1010
	624776 03/19/20 BEER		7,856.85			609 975 4975	252	1010
	624776 03/19/20 FREIGHT		2.00			609 975 4975	335	1010
		Total for Vendor:	15,124.65					
33795		6111 OLMSTED COUNTY PUBLIC WORKS	150.00					
	7/17/20 ANIMAL PROGRAM		150.00			211 550 4550	441	1010
		Total for Vendor:	150.00					
33796		2380 OLSON TREE SERVICES INC	8,280.00					
	1964 03/04/20 10-TREE REMOVAL		8,280.00			604 957 4957	444	1010
		Total for Vendor:	8,280.00					
33797		502 ON-SITE COMPUTERS INC	99.99					
	CW66979 02/29/20 ANN'L VPN=PD REMOTE ACCESS		99.99			101 210 4210	370	1010
		Total for Vendor:	99.99					
33799		4919 PEOPLE'S ENERGY COOPERATIVE	69.94					
	2289800 03/05/20 ELEC SERVICE CEMETERY		29.56			610 984 4984	380	1010
	2289800 03/05/20 ST LGHTS LETH SUBD		40.38			101 316 4316	380	1010
		Total for Vendor:	69.94					
33798		23 PHILLIPS WINE & SPIRITS	7,515.22					
	6008510 03/03/20 LIQUOR		1,357.80			609 975 4975	251	1010
	6008511 03/03/20 WINE		201.75			609 975 4975	251	1010
	6012240 03/10/20 LIQUOR		485.05			609 975 4975	251	1010
	6012241 03/10/20 WINE		667.15			609 975 4975	251	1010

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 11 of 17
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
	6015809	03/17/20 LIQUOR	4,340.87			609 975 4975	251	1010
	6015810	03/17/20 WINE	418.60			609 975 4975	251	1010
	6015811	03/17/20 MIXES	44.00			609 975 4975	254	1010
		Total for Vendor:	7,515.22					
33800		6112 ROBERT THOMAS CPA	2,000.00					
	03/16/20	BOND ISSUANCE CERTIFICATION	2,000.00*			391 710 4710	621	1010
		Total for Vendor:	2,000.00					
33801		95 ROCHESTER SAND & GRAVEL	1,003.05					
	4900022800	02/25/20 ASPHALT	1,003.05			101 311 4311	220	1010
		Total for Vendor:	1,003.05					
33802		63 SCHOTT DIST CO INC	28,486.07					
	385308	03/05/20 BEER	4,155.55			609 975 4975	252	1010
	385308	03/05/20 NA BEVERAGE	142.00			609 975 4975	254	1010
	385309	03/05/20 BEER	464.00			609 975 4975	252	1010
	386061	03/12/20 BEER	4,130.50			609 975 4975	252	1010
	386061	03/12/20 NA BEVERAGE	76.40			609 975 4975	254	1010
	386511	03/17/20 BEER	8,160.00			609 975 4975	252	1010
	386716	03/19/20 BEER	10,859.44			609 975 4975	252	1010
	386716	03/19/20 WINE	390.18			609 975 4975	251	1010
	386716	03/19/20 NA BEVERAGE	108.00			609 975 4975	254	1010
		Total for Vendor:	28,486.07					
33803		64 SELCO	1,449.34					
	047557	03/03/20 TECH FEES AND PC	1,449.34			211 550 4550	309	1010
		Total for Vendor:	1,449.34					
33804		3850 SOUTHERN GLAZER'S OF MN	3,925.33					
	1931281	03/04/20 LIQUOR	193.26			609 975 4975	251	1010
	1931281	03/04/20 WINE	46.00			609 975 4975	251	1010
	1931281	03/04/20 FREIGHT	4.65			609 975 4975	335	1010
	1933935	03/11/20 LIQUOR	1,474.97			609 975 4975	251	1010
	1933935	03/11/20 WINE	180.00			609 975 4975	251	1010
	1933935	03/11/20 FREIGHT	20.15			609 975 4975	335	1010
	1936570	03/18/20 FREIGHT	0.10			609 975 4975	335	1010

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 12 of 17
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
	1936571	03/18/20 LIQUOR	1,673.85			609 975 4975	251	1010
	1936571	03/18/20 WINE	306.00			609 975 4975	251	1010
	1936571	03/18/20 FREIGHT	26.35			609 975 4975	335	1010
		Total for Vendor:	3,925.33					
33805		4587 ST. CLOUD STATE UNIVERSITY	145.00					
		MMCI INSTITUTE-JOHNSON	145.00			101 140 4140	333	1010
		Total for Vendor:	145.00					
33806		3116 STRAIN'S BODY SHOP	6,151.47					
	13771	03/09/20 FORD INTERCEPTOR-HAIL DAMAGE	6,151.47			101 1151		1010
		Total for Vendor:	6,151.47					
33807		153 STUSSY CONSTRUCTION INC	242.74					
	45276	02/28/20 ROAD ROCK	242.74			601 943 4943	400	1010
		Total for Vendor:	242.74					
33808		498 TEIGEN PAPER & SUPPLY INC	190.45					
	368847	03/09/20 SOFT SCRUB	1.04			101 310 4310	210	1010
	368847	03/09/20 SOFT SCRUB	1.04			101 312 4312	210	1010
	368847	03/09/20 SOFT SCRUB	1.04			101 517 4517	210	1010
	368847	03/09/20 SOFT SCRUB	1.04			601 943 4943	210	1010
	368847	03/09/20 SOFT SCRUB	1.04			602 948 4948	210	1010
	368847	03/09/20 SOFT SCRUB	1.03			604 957 4957	210	1010
	368847	03/09/20 S. T. SOFT SCRUB	0.07			604 957 4957	210	1010
	368847	03/09/20 S.T. SOFT SCRUB	-0.07			604 2025		1010
	368847	03/09/20 D.C. TR TX SOFT SCRUB	0.01			604 957 4957	210	1010
	368847	03/09/20 D.C. TR TX SOFT SCRUB	-0.01			604 2026		1010
	368847	03/09/20 SOFT SCRUB	1.03			605 963 4963	210	1010
	369336	03/11/20 ROLL TOWERLS	67.84			101 210 4210	210	1010
	367421	02/03/20 MUTIFOLD TOWELS	41.69			101 210 4210	210	1010
	368811	03/02/20 NITRILE GLOVES	5.82			211 550 4550	210	1010
	368813	03/02/20 ROLL TOWELS	67.84			101 140 4140	210	1010
		Total for Vendor:	190.45					

03/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 13 of 17
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
33809		5834 THOMSON REUTERS - WEST	123.60					
	841961119	03/01/20 INVESTIGATIVE SUITE	123.60*			101 210 4210	440	1010
		Total for Vendor:	123.60					
33810		123 THRONDSO OIL & LP GAS CO	1,943.25					
	361688	03/16/20 P DIESEL/#1 DIESEL	777.30			101 310 4310	210	1010
	361688	03/16/20 P DIESEL/#1 DIESEL	777.30			101 312 4312	210	1010
	361688	03/16/20 P DIESEL/#1 DIESEL	97.16			601 943 4943	210	1010
	361688	03/16/20 P DIESEL/#1 DIESEL	97.16			602 948 4948	210	1010
	361688	03/16/20 P DIESEL/#1 DIESEL	97.16			604 957 4957	210	1010
	361688	03/16/20 S.T. P DIESEL/#1 DIESEL	6.68			604 957 4957	210	1010
	361688	03/16/20 S.T. P DIESEL/#1 DIESEL	-6.68			604	2025	1010
	361688	03/16/20 D.C. TR TX P DIESEL/#1 DIESEL	0.49			604 957 4957	210	1010
	361688	03/16/20 D.C. TR TX P DIESEL/#1 DIESEL	-0.49			604	2026	1010
	361688	03/16/20 P DIESEL/#1 DIESEL	97.17			605 963 4963	210	1010
		Total for Vendor:	1,943.25					
33811		5963 TONNA MECHANICAL INC	3,703.50					
	29606580	03/06/20 DOOR MOTOR ASSEMBLY	192.50			101 210 4210	400	1010
	29635698	03/06/20 GAS FURNANCE	3,511.00			101 210 4210	240	1010
		Total for Vendor:	3,703.50					
33812		2326 TRAPP, DANIEL	53.42					
		MEALS-CONFERENCE	53.42			602 947 4947	333	1010
		Total for Vendor:	53.42					
33813		630 UNIVERSAL TRUCK EQUIPMENT INC	21.25					
	52065	02/20/20 COUGAR PART	706.25			101 312 4312	220	1010
	52065CM	02/20/20 COUGAR PART RETURNED	-685.00			101 312 4312	220	1010
		Total for Vendor:	21.25					
33814		5035 VALLI INFORMATION SYSTEMS INC	2,074.50					
	57779	02/29/20 UTILITY BILLING MAILING	414.90			601 944 4944	325	1010
	57779	02/29/20 UTILITY BILLING MAILING	414.90			602 949 4949	325	1010
	57779	02/29/20 UTILITY BILLING MAILING	829.80			604 959 4959	325	1010
	57779	02/29/20 UTILITY BILLING MAILING	414.90			605 963 4963	325	1010
		Total for Vendor:	2,074.50					

33/20/20
12:48:56

CITY OF KASSON
Claim Approval List
For the Accounting Period: 3/20
For Pay Date: 03/26/20

Page: 14 of 17
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
33815		4466 VINOPIA INC	430.90					
	0252811-IN	03/03/20 LIQUOR	236.90			609 975 4975	251	1010
	0252811-IN	03/03/20 WINE	184.00			609 975 4975	251	1010
	0252811-in	03/03/20 FREIGHT	10.00			609 975 4975	335	1010
		Total for Vendor:	430.90					
33816		5497 VOSEN, DAVID	251.85					
		MILEAGE/PARKING-CONF	207.05			601 944 4944	333	1010
		MEALS-CONF	44.80			601 944 4944	333	1010
		Total for Vendor:	251.85					
33817		5047 WATERVILLE FOOD & ICE INC	132.84					
	05-012082	03/05/20 ICE	78.08			609 975 4975	257	1010
	05-012150	03/19/20 ICE	54.76			609 975 4975	257	1010
		Total for Vendor:	132.84					
33818		637 WEBER, LETH & WOESSNER PLC	4,165.00					
		14.4 HRS LEGAL	1,741.00			101 111 4111	304	1010
		6.9 HRS LEGAL	1,231.00			101 160 4160	304	1010
		6.8 HRS LEGAL	975.50			101 191 4191	304	1010
		2.0 HRS LEGAL	217.50*			605 964 4964	304	1010
		Total for Vendor:	4,165.00					
33819		388 WESCO RECEIVABLES CORP	1,303.75					
	069276	03/09/20 CLAMPS/ELBOWS	1,303.75			604 957 4957	220	1010
		Total for Vendor:	1,303.75					
33820		2407 WINE MERCHANTS	453.40					
	7276667	03/03/20 WINE	277.40			609 975 4975	251	1010
	7278501	03/17/20 WINE	176.00			609 975 4975	251	1010
		Total for Vendor:	453.40					
33821		2427 XCEL ENERGY	287.34					
	675145811	03/03/20 UTIL SERV- NW LIFT STN	287.34			602 948 4948	380	1010
		Total for Vendor:	287.34					
		# of Claims	65	Total:				401,608.61

03/20/20
12:49:03

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 3/20

Page: 16 of 17
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$85,327.21
211 Library Fund	
1010 CASH-OPERATING	\$3,647.51
290 Economic Development	
1010 CASH-OPERATING	\$194.14
391 Oppidan/Folkestad TIF	
1010 CASH-OPERATING	\$11,000.00
601 Water Fund	
1010 CASH-OPERATING	\$6,202.52
602 Sewer Fund	
1010 CASH-OPERATING	\$20,377.50
604 Electric Fund	
1010 CASH-OPERATING	\$194,324.28
605 Storm Water	
1010 CASH-OPERATING	\$1,139.83
606 ICE ARENA	
1010 CASH-OPERATING	\$580.87
609 Liquor Fund	
1010 CASH-OPERATING	\$78,452.51
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$362.24
Total:	\$401,608.61

03/20/20
12:49:03

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 17 of 17
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

See Signature page

1 MINUTES OF PLANNING COMMISSION MEETING
2 March 9, 2020
3

4 Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at
5 City Hall on the 9th day of March, 2020 at 6:30 PM
6

7 **THE FOLLOWING MEMBERS WERE PRESENT:** Commissioner Ferris, Commissioner Zelinske,
8 Commissioner Torkelson, Commissioner Tinsley and Commissioner Fitch.
9

10 **THE FOLLOWING WERE ABSENT:** Commissioner Thompson and Commissioner Burton
11

12 **THE FOLLOWING WERE ALSO PRESENT:** City Administrator Tim Ibisch, City Clerk Rappe, Laura
13 Chamberlain, Tim O'Morro, Sonja Thompson, Jamie Judisch, Dawn Lorentz, Mike Lorentz, Christie
14 Bausman, Julie Nagorski, Jason Wilker, Doug Buck, Coy Borgstrom and Nick Newman.

15 **CALL TO ORDER AT 6:30PM**
16

17 **MINUTES OF THE PREVIOUS MEETING JANUARY 13, 2020 - Motion made to Approve the January**
18 **13, 2020 Meeting Minutes made by Commissioner Tinsley, second by Commissioner Torkelson with All**
19 **Voting Aye.**

20 **MINUTES OF THE PREVIOUS MEETING FEBRUARY 10, 2020 - Motion to Approve the February 10, 2020**
21 **Minutes as Submitted made by Commissioner Zelinske, second by Commissioner Tinsley with All**
22 **Voting Aye.**

23 **PUBLIC HEARING FOR KWIK TRIP CONDITIONAL USE PERMIT** – Administrator Ibisch stated that Kwik
24 Trip intends on demolishing the existing building on their previous property and repave it for truck
25 parking. The lighting plan and easements are in the packet. City Attorney Leth stated that there is an
26 error in the description of the legal easement agreement and Kwik Trip is working on updating that
27 wording. Administrator Ibisch referred the Commissioners to the criteria of issuing the conditional use
28 Permit. Nick Newman was in attendance representing Kwik Trip.

29 Public hearing opened
30 No comments
31 Public hearing closed
32

33 Discussion: Commissioner Tinsley questioned the lighting for the crosswalk. Administrator Ibisch stated
34 that the lighting plan is in the packet and he believes there is enough ambient lighting. Mr. Newman
35 stated there is not a direct street light. Mr. Newman stated that this is not intended for people who will
36 be walking back and forth from the store, the principal is for the people to use the store and fill up and
37 then go park for the time they need. Mr. Newman stated that this is an opportunity for Kwik Trip to
38 provide an extra service for their customers who tend to use their parking lot for that now. There is
39 quite a bit of lighting that comes from the current store that flows onto the street. Administrator Ibisch
40 stated that Guy Kohlnhofer, County Engineer, would require a change of access permit and would not

41 permit a crosswalk. The Planning Commission was in agreement that the following conditions be
42 addressed; a condition that the easement language be updated, the appropriate building and demo
43 permits be obtained, all necessary permits including NPDES Construction Storm Water, Dodge County
44 right-of-way, MnDOT Drainage/Work in Right of Way, Along with the City Engineer comments except
45 #10 which would have been a requirement for a crosswalk.

46 **Motion to Approve the Conditional Use Permit for a Parking Lot per Section 154.080(4) of the Kasson**
47 **City Code of Ordinances with Conditions set forth made by Commissioner Zelinske, second by**
48 **Commissioner Torkelson with All Voting Aye.**

49 **DISCUSSION ON THOMPSON ADDITION REVISION** – The City Council directed this to come back to
50 Planning Commission. The final plat has not yet been filed. Sonja Thompson and Jamie Judisch, spoke
51 on behalf of Aaron Thompson. Ms. Thompson stated that they had not filed a final plat to not be in
52 competition with another developer in town. They have changed their focus from townhomes to
53 smaller townhomes in a four plex configuration. These will be priced at a maximum of \$250K. There will
54 be two four plexes on the west side and one four plex on the east side. The outlot will stay vacant for
55 the time being. The street will be a private street maintained by the HOA. Administrator Ibisch asked
56 the Planning Commission if these were enough changes to start the process over or would they like to
57 amend the final plat. Commissioner Fitch stated this is not an issue for fire trucks. These will be slab on
58 grade two story buildings, the one on the east side could have a basement but that is concept as
59 opposed to the plan. They plan to start construction on the west units first. **Motion to Proceed With**
60 **The Final Plat As Amended with the New Design made by Commissioner Fitch, second by**
61 **Commissioner Zelinske with All Voting Aye.**

62 **WILKER CONDITIONAL USE PERMIT** – Administrator Ibisch stated that there is a timeline set with the
63 tabling of this from the January meeting. Ms. Chamberlain stated the considerations that the
64 Commissioners should take into consideration when making this decision. The applicant has submitted
65 an updated development plan for the site, showing the main building with the expansion. The plan
66 shows signs, lighting and landscaping. Ms. Chamberlain showed estimated dimensions of the lots and
67 buildings. Outdoor storage is required to be screened in an R-1 district. There is not a parking standard
68 for gardens and nurseries but the city could apply other standards.

69 Chairman Ferris stated that a couple of conditions that were on the original CUP have been dropped.
70 Ms. Chamberlain stated that condition #13 would require any expansion or extra buildings to come back
71 for an exception to the CUP. Chairman Ferris asked the City Administrator if the City has the resources,
72 to continually monitor this CUP, Administrator Ibisch stated that we do not.

73 Administrator Ibisch stated that he believes that a buffer would be one of the most important items in
74 terms of conditions. We could go through the conditions point by point, we are not that far apart from
75 what Mr. Wilker has proposed.

76 Commissioner Zelinske stated that he would be willing to drop it from 300 trees to 150 trees, 50 trees a
77 year for three years. Chairman Ferris stated a landscaping business is not allowed but a garden and
78 nursery is allowed in an R-1 District. Mr. Wilker agreed to have Ron Unger, City Arborist, meet him to

79 come out to his property to count trees and shrubs and bufferyards. Commissioner Zelinske asked if
80 Mr. Wilker would be ok planting 150 trees in the three years, Mr. Wilker stated that he had planted
81 trees, but they are not big yet. Mr. Wilker that he believes it is unfair for the City to tell him what kind
82 and size of trees to sell and plant. Mr. Wilker will plant saplings but they would not meet the diameter.
83 He has nursery stock to sell to the west of his main building.

84 Mr. Wilker stated that there is screening on the south side of his property and the homeowners have
85 never complained. He stated that the screen between the driveways is a safety issue and that he does
86 have ornamental trees and pine trees along the north east and north sides of the property. Mr. Wilker
87 asked what hardcover was and believes that if you count his right of way and easements he is within the
88 allowed greenspace. Commissioner Zelinske stated that their biggest concerns were the screening, the
89 trees and the addition to the building and Mr. Wilker could talk with Ron Unger about what he can do to
90 green up the property for the percentage of hardcover. Mr. Wilker stated the addition to the building
91 would be to get his equipment inside.

92 The Planning Commission asked for an extension of 30 days in writing. Mr. Wilker stated he would
93 agree to the 30 day extension and to have Ron Unger contact him to come out.

94 Commissioner Fitch asked if it is practical to sell 50 trees a year and to plant 50 trees a year. He thinks
95 buffers are fine and his big issue is that we are not requiring that he plant trees that he cannot use.
96 Another concern is being able to follow up on an annual basis to make sure that we are all doing what
97 we said we would do.

98 **Motion to Receive an Extension from Mr. Wilker for 30 Days and to have Mr. Unger go to the Property**
99 **and Come Back to the Planning Commission with a Report to set terms that are agreeable for both,**
100 **made by Commissioner Zelinske, second by Commissioner Torkelson with All Voting Aye.**

101 Ms. Chamberlain will follow up with an extension letter and a list for the City Arborist.

102 OTHER – Administrator Ibisch stated that at the April meeting we will start working on Zoning Ordinance
103 again.

104 Adjourn 7:54PM

105 Respectfully Submitted,

106

107

108

109

110

111 _____
Linda Rappe, City Clerk

112



Memo

To: Mayor and City Council

From: City Administrator

Date: 3/10/2020

Re: Utility Billing Cassie Sullivan Performance Review

To Mayor McKern and the City Council:

I have reviewed the performance of our Utility Billing Specialist Cassie Sullivan with her and discussed a variety of job performance targets for 2020. Those include working to correct errors in utility billing both of the data collection and entry side. She will be working very closely with field staff most especially Dave Vosen and the water department to make sure that all the data delivered to her for entry is accurate and proper. Additionally, we discussed the interaction of staff here at City Hall and how we can make this work environment more positive and supportive.

Ms. Sullivan is a capable and generally effective employee and has potential for additional growth in the scope of her work. Her performance meets the requirements of her position. Ms. Sullivan is currently at Step 3 in Grade 8 and I am recommending that she advances to Step 4 at what time the City Council may approve this recommendation.

Very Respectfully,

Timothy Ibisch
City Administrator



STAFF REPORT

TO: City Council
FROM: Laura Chamberlain, Consulting Planner, HKGi
DATE: March 19, 2020
SUBJECT: Blaine's 14th Addition – Preliminary Plat
APPLICANT: Tierra AKA Partnership
OWNER: Tierra AKA Partnership
LOCATION: PID No. 240340700
MEETING DATE: March 25, 2020
COMPREHENSIVE PLAN: LDR – Low Density Residential
ZONING: R-1 Single Family Residential District

OVERVIEW

The applicant, Tierra AKA Partnership., represented by Carter Blaine, has applied for approval of a Preliminary Plat for the property located at PID No. 240340700. The proposed development, called Blaine's 14th Addition, will subdivide one existing parcel located on the eastern border of Kasson.

The applicant is proposing a subdivision of the 40.7 acre parcel into 48 single family detached lots, one outlot for stormwater retention (Outlot "B"), two outlots of remnant areas around Masten Creek at the east and west ends of the property (Outlots "C" and "E"), and one outlot for future development south of Masten Creek (Outlot "D").

PLANNING COMMISSION

The public hearing was held on December 9, 2019 by the Planning and Zoning Commission. A representative of the applicant was the only person to speak at the public hearing and the public hearing was closed. After discussion of the Planning and Zoning Commission regarding changes to the General Development Plan and the Preliminary Plat recommended by the City Engineer in their letter dated December 4, 2019, the Commission moved to table the action. A copy of the minutes for the Public Hearing and the following discussion has been included as an attachment to this report.

The Planning and Zoning Commissioners resumed discussion of the preliminary plat at the January 13, 2020 meeting. Commission members had further thoughts on staff's recommendation for an outlot along Masten Creek as well as the parkway along the eastern edge of the site. The

The Planning and Zoning Commission voted to recommend approval of the Preliminary Plat with the conditions presented by staff, with an additional condition that the outlot along Masten Creek be expanded north to include the entirety of the existing sewer easement.

UPDATED SUBMITTAL

Since the Planning and Zoning Commission meeting, the applicant met with City Staff to talk through the conditions recommended by the Commission. The applicant had some concerns with the recommendations from the Commission. Specifically, they are hesitant to put the floodplain area within an outlot without assurance for compensation from the City for that land; they also do not believe they are responsible for the construction or cost of the parkway along the property. Typically, the calculation of fees and responsibility of infrastructure is finalized and determined during the Final Platting process, and the creation of the Development Agreement. But the direction of the city on these matters does impact how the applicant wants to proceed. City staff provided a letter to the applicant on March 6th laying out how staff were proceeding with the direction of the application; the applicant provided redlined responses to each item within the letter on March 18th. The letter with the applicant’s responses has been attached for the City Council’s reference.

In conjunction with this letter, the applicant has resubmitted the Preliminary Plat. The following changes have been made to the overall development since the Commissioners reviewed the plans at their meeting on January 13th, 2020:

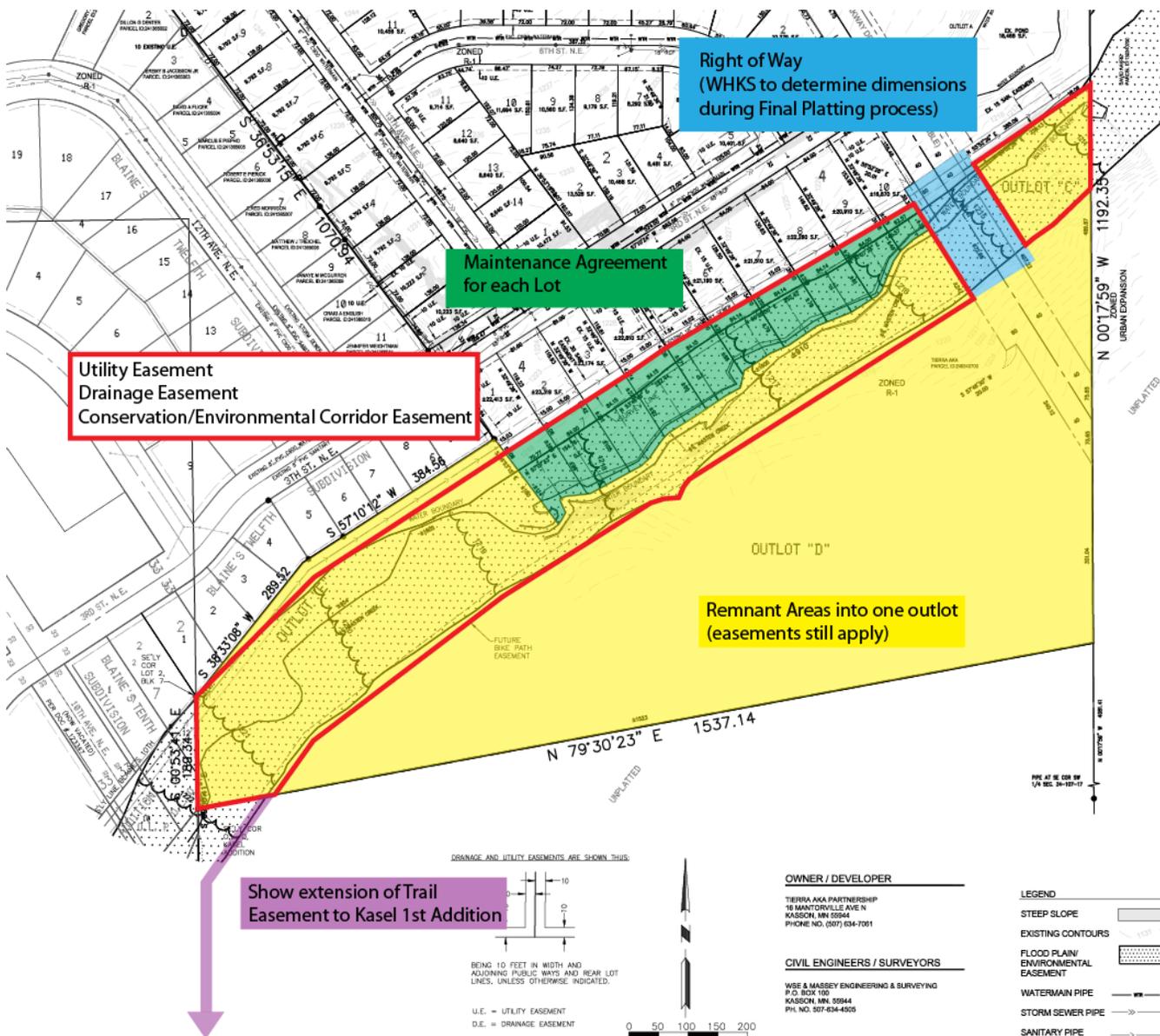
1. The Preliminary Plat extent has been expanded to account for the entirety of the parcel PID No. 240340700; those areas that are set aside for future development have been placed in Outlot “D”, and two unbuildable remnant parcels have been placed in Outlots “C” and “E”
2. An environmental easement has been added over the floodplain (shown with a dot matrix)
3. A future bike path easement has been shown south of the Masten Creek
4. The Right of Way for the Parkway has been expanded slightly along Masten Creek to accommodate a future bridge

These changes address some of the conditions recommended by the Planning and Zoning Commission. Attachment X reviews the recommended conditions given by the Planning and Zoning Commission, with their status in red. Items with a red underline still need to be addressed and should remain as conditions of approval.

Even with the updated Preliminary Plat, staff still agree with the Planning and Zoning Commission’s recommendation to include the area around Masten Creek within one large outlot; if the City Council decides to approve the applicant’s updated submittal showing individual lots going all the way to the centerline of Masten Creek, staff suggest the following conditions:

1. The area labeled as an “environmental easement” be extended to include the area up to Sewer Easement on Block 4, Lots 1-10 and include the trail easement to the south;
 - a. This area has been roughly shown with a red outline in the image below;
 - b. This area should be labeled as having a Utility Easement, a Drainage Easement, and a Conservation/Environmental Corridor Easement
2. The areas under the “environmental easement” for Block 4, Lots 1-10, an additional Maintenance Agreement should also be shown; this area is shown in green in the image below

3. The areas shown as Outlot “C” and Outlot “E” (with the easements included, as indicated above) be combined with what is currently shown as Outlot “D” – the ownership and maintenance of these areas will be under the obligation of the property owner and its long-term ownership be determined when Outlot “D” is developed
4. The Plat should show the Right of Way of the Parkway only to just south of Masten Creek, shown in blue on the image below; as the alignment of the parkway right of way within Outlot “D” may be realigned when that area is developed.
5. City staff suggest taking this opportunity to work with the applicant to acquire the full extent of the trail easement, all the way to Kasel 1st Addition. An extension of the trail easement should be shown, and during the final platting process the trail’s contribution to park dedication will be calculated



CITY COUNCIL ACTIONS

Depending on how the City Council wants to address the issue of lot subdivision along Masten Creek, there are two sets of conditions for consideration; attached are draft resolutions of both options for approval for the Council to consider in their decision regarding the Preliminary Plat.

After the discussion, the City Council could take one of the following actions:

1. Approve with the recommended conditions and findings of fact as presented within one of the draft Resolutions
2. Approve with modified conditions and findings of fact, differing from those presented within one of the draft Resolutions
3. Deny request with findings of fact provided by City Council
4. Table decision (120-day deadline May 16th, 2020)

ATTACHMENTS

1. Letter to Applicant and Applicant’s response (redlined), March 18, 2020
2. Blaine’s 14th Addition – Preliminary Plat, dated March 18, 2020
3. Blaine’s 14th Addition – Public Improvements, dated November 20, 2019
4. Blaine’s 14th Addition – Grading Plan, dated January 3, 2020
5. Planning and Zoning Commission Recommended Conditions with redlines for updated application
6. Draft Resolution for a Preliminary Plat for Blaine’s 14th Addition (OPTION A)
7. Draft Resolution for a Preliminary Plat for Blaine’s 14th Addition (OPTION B)
8. Public Hearing Minutes, December 9, 2019
9. Planning and Zoning Commission Staff Report and Minutes, January 13, 2020

March 18, 2020

March 6, 2020

City of Kasson

Tierra AKA Partnership
C/O Carter Blaine
16 Mantorville Avenue N
Kasson, MN 55944

Re: Responses to City of Kasson Staff Comments Dated March 6, 2020

Re: Blaine's 14th Subdivision Questions Summary

Dear Mr. Blaine,

This letter concerns your current application with the City for preliminary approval of the subdivision proposed for Blaine's 14th Addition. According to correspondence from your engineer, Les Conway, there are a number of items that you would like clarification on regarding the position of the City and how the process may impact your site. **Agreed, and thank you for these review comments, they are very helpful. The Developer and the City of Kasson met on March 11, 2020 to discuss these last items. We believe that all but one condition has been resolved.**

As you are aware, the preliminary plat request for Blaine's 14th Addition was brought before the Planning and Zoning Commission on December 9, 2019. After the public hearing for the Preliminary Plat, the Planning and Zoning Commission voted to table the discussion. At the January 13, 2020. Planning and Zoning Commission meeting, the Commission voted to recommend approval of the preliminary plat, with conditions. Since the Planning and Zoning Commission meeting, Staff has been working with you and Mr. Conway to prepare the preliminary plat for review by City Council. The City Council has not yet reviewed the preliminary plat application, nor have they taken any action on it, as you had requested for a chance to update submittal materials prior to the Council review. **As requested back in early February, we would like the Preliminary Plat for Blaine's 14th Subdivision to be heard at the March 25, 2020 City Council meeting.**

In the subdivision process, City staff have the role of working with subdivision applicants, reviewing applications for completeness, analyzing proposals for compliance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance, and communicating that analysis to the Planning and Zoning Commission and the City Council, who ultimately makes the decision on subdivisions. The guidance within the adopted 2040 Comprehensive Plan and

the regulating language within the City's Code of Ordinances gives the direction that generally development is responsible for the infrastructure it has on site and furthermore that drainageways and flood area have a particular importance to be protected and preserved. The City Council and Planning and Zoning Commission have consistently provided communication / direction to staff to this affect as well.

Staff is moving forward with this direction which has the following implications for the proposed Blaine's 14th subdivision:

- A parkway has been planned by the Comprehensive Plan to go through the site and the applicant is responsible for constructing the portion of the parkway on the site, or is responsible for a financial security for the cost of construction of that portion of the parkway. **The Developer is going to request that this condition be removed as part of the Preliminary Plat approval.**
- The drainageway and flood area around Masten Creek should be placed on its own outlot (Outlot B) and dedicated to the City.
 - o Just as the stormwater retention area for Outlot A is being dedicated to the City, this area does not require compensation, as its protection and preservation is necessary to accommodate the flow of the natural drainage way, especially during high rain events. **The Developer will keep/own the property in the floodplain and sell it as part of the lot.**
 - o In regards to subdivisions and flooding: "no land shall be subdivided which is unsuitable for the reason of flooding, inadequate drainage, water supply or sewage treatment facilities" [Sec. 153.070] **This part of the ordinance does not apply to this part of the subdivision. The lots along the creek to have adequate drainage, water supply and sewage treatment along with direct roadway access and can therefore be subdivided.**
 - o Additionally, as a natural drainageway, the banks of the waterway are required to be protected with permanent vegetation [Sec. 152.020(B)(1)(d)] to prevent sedimentation and erosion going into the waterway, which would only exacerbate flooding issues along the Creek. **This part of the ordinance applies to constructed waterways, not to the natural drainageway of the creek.**
 - o The preferred way for the city to ensure that these provisions are met is for the City to own the property and to maintain it, especially with the likelihood of future flooding events.
 - An alternative to dedication of an Outlot is that, an environmental protection easement would be placed over the floodplain and recorded with the property **The Developer has agreed to keep/own the land in the floodplain and sell it as part of the lot, and will overlay an environmental easement that describes the responsibilities of the property owner and provides for intervention by the City to correct any deficiencies.**
 - Then, if the property is to be split, each individual property would have to enter into a maintenance agreement for the floodplain, taking responsibility for its maintenance, or being responsible for funds when the

City has to maintain the area. The easement is more binding than an agreement, the maintenance agreement should not be necessary.

- The development will be responsible for the dedication of land for a trail on the south side of Masten Creek – Based on the discussions with staff, the City of Kasson wants land in lieu of cash for parkland dedication. Utilizing 10% of the developable lot acreage, the parkland dedication requirement is estimated at 29,232 sq. ft. (based on 17 lots that total 292,322 sq. ft. and is shown on the preliminary plat).
 - o The portion of useable land dedicated for the trail will count towards the parkland dedication fees of the subdivision – A 20' wide future trail easement is shown along the south side of the creek which totals 29,370 sq. ft. Based on existing contours this future trail easement can easily be graded to accommodate a future trail. In addition to this land, there is a remnant of land along the east property line that is now unusable for agriculture or development and this remnant should also be included in the parkland dedication computation, total 20,475 sq. ft. The extra parkland dedication area should be banked towards future developments in this area.
 - o If the applicant can show that usable land may be found within Outlot B for the trail, that land's value can count towards the parkland dedication
- Staff have reviewed the situation related to leaving future portions of the subdivision site as unplatted versus keeping them as outlots – See comments below.
 - o Our preferred practice of leaving leftover portions of subdivisions as outlots accomplishes two goals of the city: No additional comment required.
 - As outlots cannot be built upon, it ensures that the leftover portion will not be built upon until further subdivided through a platting process
 - It also makes sure that every portion of a parcel is accounted for, especially within a subdivision that has many phases; the city does not want to be left with holes of unplatted lots that do not have public access
 - o After clarifying this inquiry with Dodge County Assessors, they indicated that as long as agricultural uses are allowed to continue on the outlots (they are), then there should not be any significant change in their tax assessment – The Developer agrees with your evaluation if there are not significant changes (other than normal annual increases) in the tax liability associated with this parcel.
 - o With that, staff suggest continuing with the recommendation from Planning and Zoning Commission that the remnant portions of the parcel included as outlots of the subdivision, to be set aside for development in the future. The Developer agrees to include the remnants of PID 240340700 as outlots on the Final Plat. The Preliminary Plat has been revised accordingly. Please note that PID 240340701 is not connected to this subdivision and will remain unplatted at this time.

As mentioned above, these items are staff's suggestions for implementing the direction established by the City Council and Planning and Zoning Commission, and the ultimate decision for approval of the preliminary plat, and eventually the final plat, come down to the City Council.

If you have any questions, please feel free to contact me at 507-634-7071 or cityadministrator@cityofkasson.com

Sincerely,

Timothy Ibisch,
Zoning Administrator
City of Kasson

CC: Laura Chamberlain, HKGi, Planning Consultant to City of Kasson
Les Conway, WSE/Massey Engineering and Surveying
Brandon Theobald, WHKS & Co., City Engineer
Melanie Leth, City Attorney

19-19007SP01.dwg

LEGAL DESCRIPTION:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

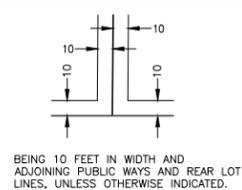
BEGINNING at the northeast corner of the Northwest Quarter; thence North 89 degrees 41 minutes 31 seconds West (NOTE: All bearings are in relationship with the Dodge County Coordinate System, NAD '83, Adjusted 1996), along the north line of said Northwest Quarter, 558.97 feet; thence South 32 degrees 13 minutes 30 seconds East, 202.67 feet; thence South 56 degrees 48 minutes 09 seconds West, 309.03 feet; thence North 32 degrees 49 minutes 36 seconds West, 21.00 feet; thence South 78 degrees 08 minutes 30 seconds West, 244.77 feet; thence South 36 degrees 53 minutes 15 seconds East, 100.54 feet; thence South 53 degrees 06 minutes 45 seconds West, 120.00 feet; thence South 54 degrees 33 minutes 56 seconds West, 66.02 feet; thence South 53 degrees 06 minutes 45 seconds West, 136.00 feet to the Northeastly line of BLAINE'S TWELFTH SUBDIVISION; thence South 36 degrees 53 minutes 15 seconds East, along the Northeastly line of said BLAINE'S TWELFTH SUBDIVISION and its southeasterly extension, 437 feet more or less to the centerline of Masten Creek; thence Northeastly along the centerline of said Masten Creek, 871 feet more or less; thence North 32 degrees 13 minutes 30 seconds West, 49 feet more or less; thence North 55 degrees 52 minutes 26 seconds East, 339.17 feet to the east line of said Northwest Quarter; thence North 00 degrees 17 minutes 59 seconds West, along the east line of said Northwest Quarter, 250.13 feet to the POINT OF BEGINNING.

Said parcel contains 40.69 acres, more or less.

Said parcel is subject to any easements or encumbrances of record.

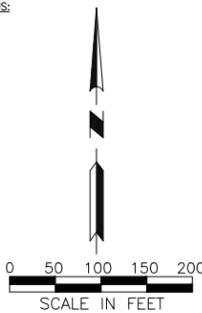


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED.

U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT



OWNER / DEVELOPER

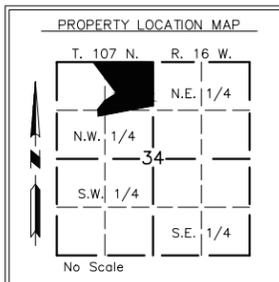
TIERRA AKA PARTNERSHIP
16 MANTORVILLE AVE N
KASSON, MN 55944
PHONE NO. (507) 634-7061

CIVIL ENGINEERS / SURVEYORS

WSE & MASSEY ENGINEERING & SURVEYING
P.O. BOX 100
KASSON, MN, 55944
PH. NO. 507-634-4505

LEGEND

- STEEP SLOPE (hatched pattern)
- EXISTING CONTOURS (dashed line)
- FLOOD PLAIN/ ENVIRONMENTAL EASEMENT (stippled pattern)
- WATERMAIN PIPE (line with 'W' markers)
- STORM SEWER PIPE (line with 'S' markers)
- SANITARY PIPE (line with 'S' markers)



BASIS OF BEARINGS
All Bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996.



P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA
PRELIMINARY PLAT

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

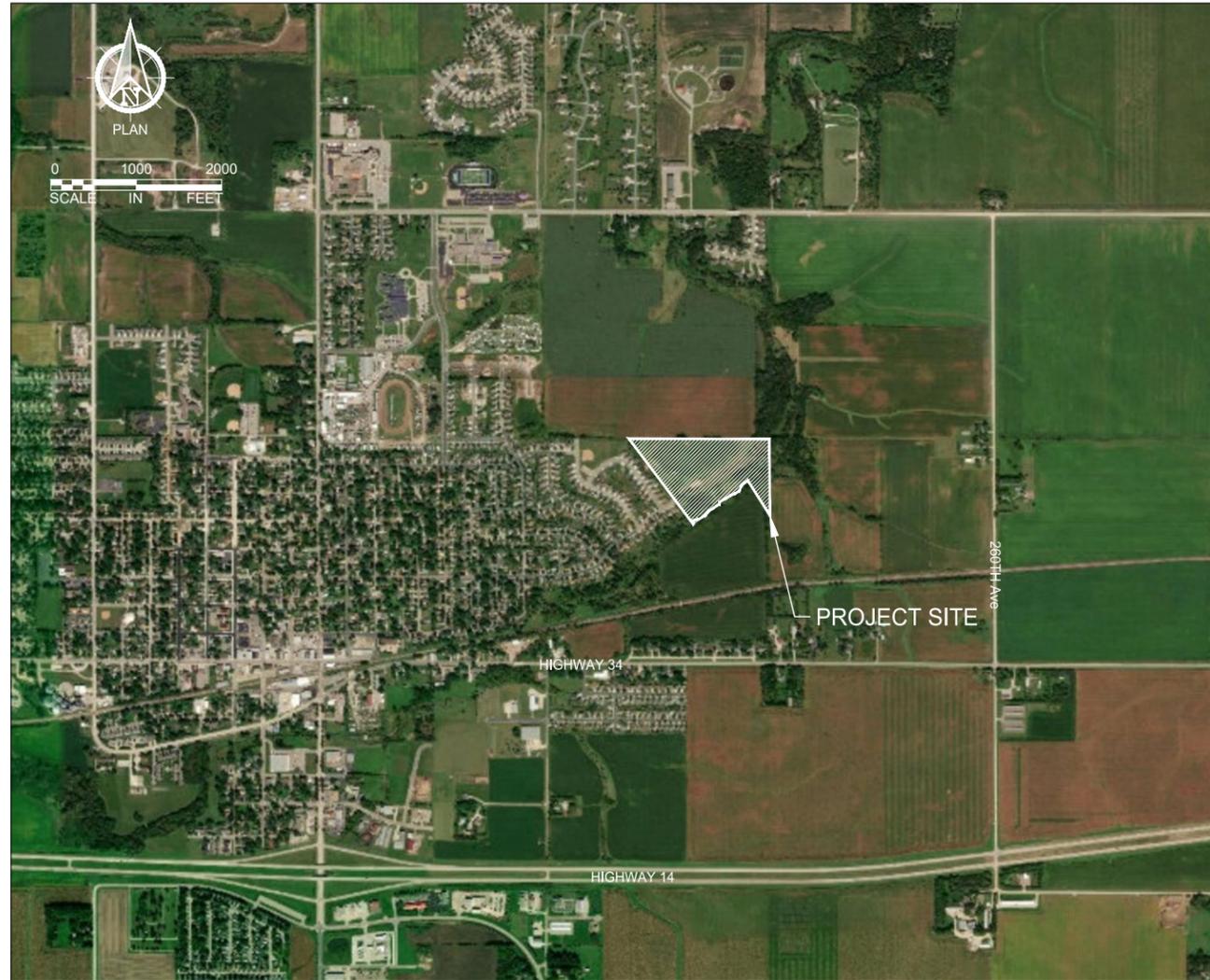
SCALE: NONE
DATE: 03/18/2020
DRAWN BY: T.A.C.
JOB NUMBER: 019-19007
DWG. FILE:

3/18/2020 3:31:54 PM

PUBLIC IMPROVEMENTS TO SERVE BLAINE'S FOURTEENTH SUBDIVISION

Kasson, MN

Issue Date - 11/20/2019 Preliminary Plat Submittal



LEGAL DESCRIPTION:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

BEGINNING at the northeast corner of BLAINE'S TWELFTH SUBDIVISION according to the plat thereof on file at the Dodge County Recorder's Office; thence South 36 degrees 53 minutes 15 seconds East, (NOTE: All bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996), along the northeasterly line of said BLAINE'S TWELFTH SUBDIVISION and its southeasterly extension thereof, 1251.0 feet more or less to the centerline of Masten Creek; thence Northeasterly 871 feet more or less along said centerline; thence South 32 degrees 13 minutes 30 seconds East, 483 feet more or less to the east line of the Northwest Quarter of said Section 34; thence North 00 degrees 18 minutes 20 seconds West, along the east line of said Northwest Quarter, 891.31 feet to the northeast corner of said Northwest Quarter; thence North 89 degrees 41 minutes 31 seconds West, 1647.58 feet to the POINT OF BEGINNING.

Said parcel contains 23.62 acres, more or less.

OWNER / DEVELOPER

TIERRA AKA PARTNERSHIP
16 MANTORVILLE AVE N
KASSON, MN 55944
PHONE NO. (507) 634-7061

CIVIL ENGINEERS / SURVEYORS

WSE & MASSEY LAND SURVEYING & ENGINEERING
P.O. BOX 100
KASSON, MN. 55944
PH. NO. 507-634-4505



PROJECT LOCATION

...DODGE..... COUNTY
...KASSON..... DISTRICT

UTILITY QUALITY LEVEL

The subsurface utility information in this plan is quality level D. This quality level was determined according to the guidelines of CIASCE 38-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

BENCHMARK ELEVATION = 1235.22
TOP NUT HYDRANT AT THE NORTH SIDE OF 3RD STREET N.E. & 12 AVENUE N.E.

LEGEND	
-1245-	DENOTES PROPOSED CONTOUR ANNOTATION
x 46.84	DENOTES PROPOSED SPOT ELEVATION
→	DENOTES DRAINAGE DIRECTION
-SF-	DENOTES SILT FENCE OR BIOROLL PER 7-01SDP
○	DENOTES INLET PROTECTION PER 7-05SDP
▨	DENOTES PROPOSED EROSION MAT
▨	DENOTES PROPOSED BITUMINOUS
~	DENOTES EXISTING CONTOURS
~	DENOTES TREE LINE
—	DENOTES WATERMAIN PIPE
—	DENOTES STORM SEWER PIPE
—	DENOTES SANITARY PIPE

INDEX TO PLANS	
Sheet Title	Sht. No.
TITLE SHEET	1
TYPICAL SECTION	2
ALIGNMENT PLAN	3
SERVICE TABLES	4
UTILITY PROFILES	5-11
POND DETAIL	12

This plan contains 12 Total sheets

Approved By: _____
City Engineer Date



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

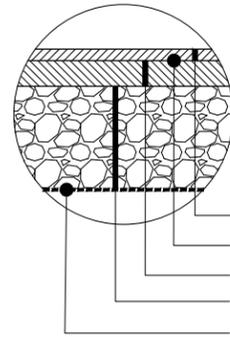
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

Project Number 19-19007

SHEET 1 OF 12

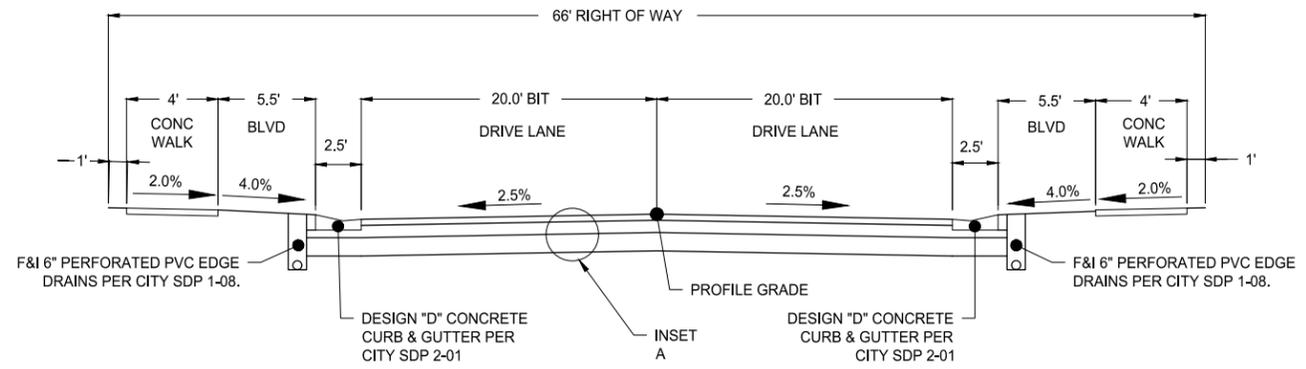
19-19007CG_TY01.dwg



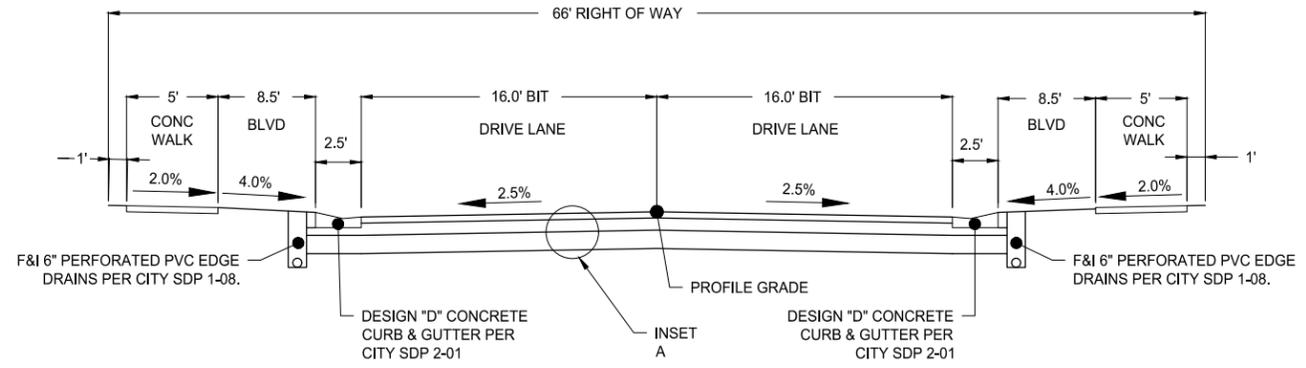
INSET A

BITUMINOUS ROAD SECTION

- 1.5" BITUMINOUS WEAR COURSE, MN DOT 2360
- 2357 BITUMINOUS TACK COAT
- 2.5" BITUMINOUS BASE COURSE, MN DOT 2360
- 8" MN DOT CLASS 5 AGGREGATE BASE
- MnDOT TYPE V GEOTEXTILE SEPARATION FABRIC



3RD STREET N.E.



6TH STREET N.E. & 13TH AVENUE N.E



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

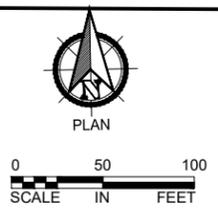
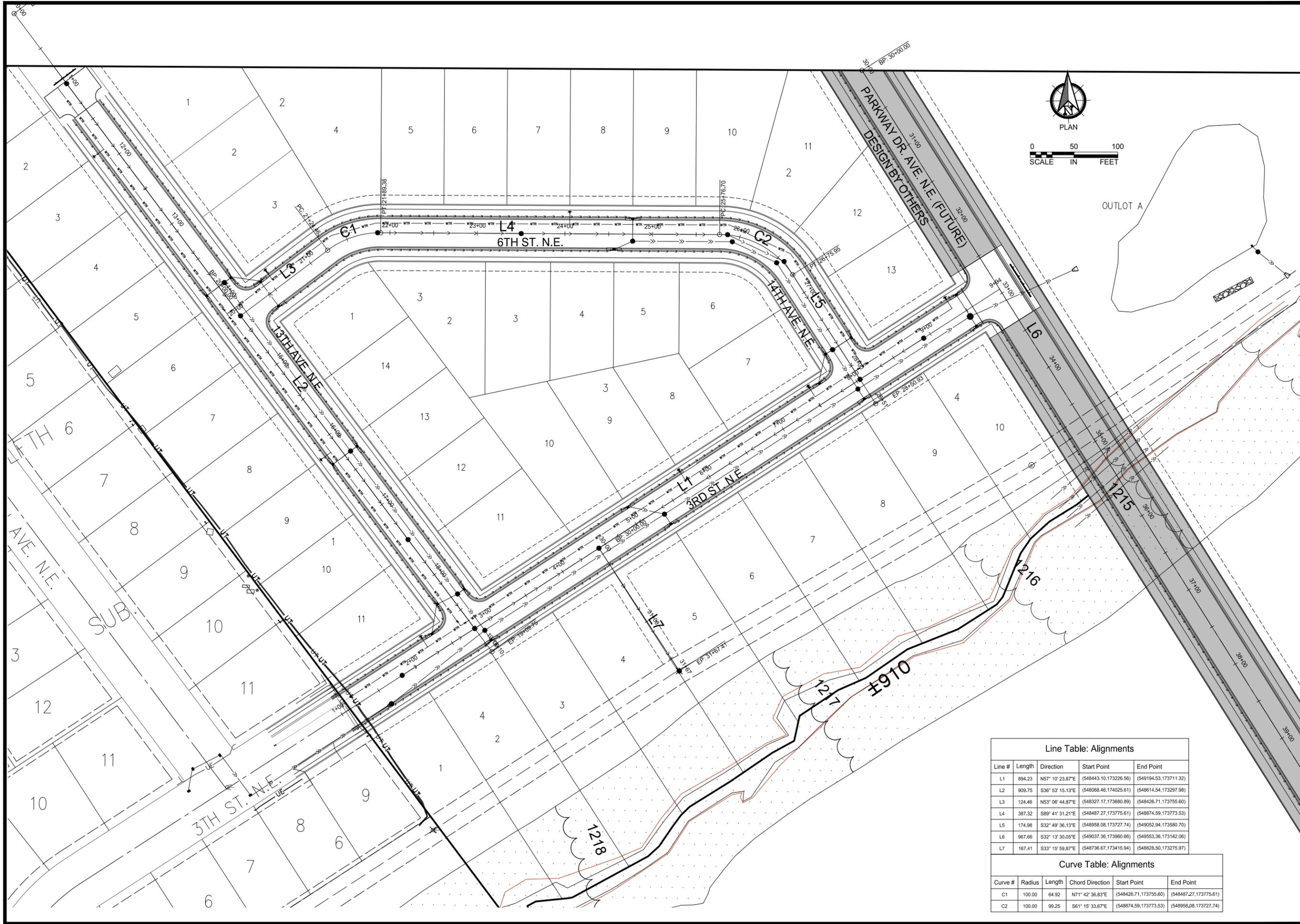
THIS SURVEY AND DRAWING
WAS PREPARED FOR THE
EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

11/20/2019 9:14:44 AM

19-19007CG_UP01.dwg

11/20/2019 9:14:59 AM

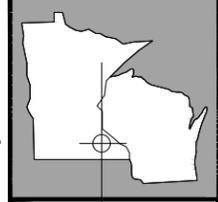


Line Table: Alignments

Line #	Length	Direction	Start Point	End Point
L1	894.23	N57° 10' 23.87"E	(548443.10,173226.56)	(549194.53,173711.32)
L2	909.75	S36° 53' 15.13"E	(548068.46,174025.61)	(548614.54,173297.98)
L3	124.46	N53° 06' 44.87"E	(548327.17,173680.89)	(548426.71,173755.60)
L4	387.32	S89° 41' 31.21"E	(548487.27,173775.61)	(548874.59,173773.53)
L5	174.98	S32° 49' 36.13"E	(548958.08,173727.74)	(549052.94,173580.70)
L6	967.66	S32° 13' 30.05"E	(549037.36,173960.66)	(549553.36,173142.06)
L7	167.41	S33° 15' 59.87"E	(548736.67,173415.94)	(548828.50,173275.97)

Curve Table: Alignments

Curve #	Radius	Length	Chord Direction	Start Point	End Point
C1	100.00	64.92	N71° 42' 36.83"E	(548426.71,173755.60)	(548487.27,173775.61)
C2	100.00	99.25	S61° 15' 33.67"E	(548874.59,173773.53)	(548958.08,173727.74)



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date

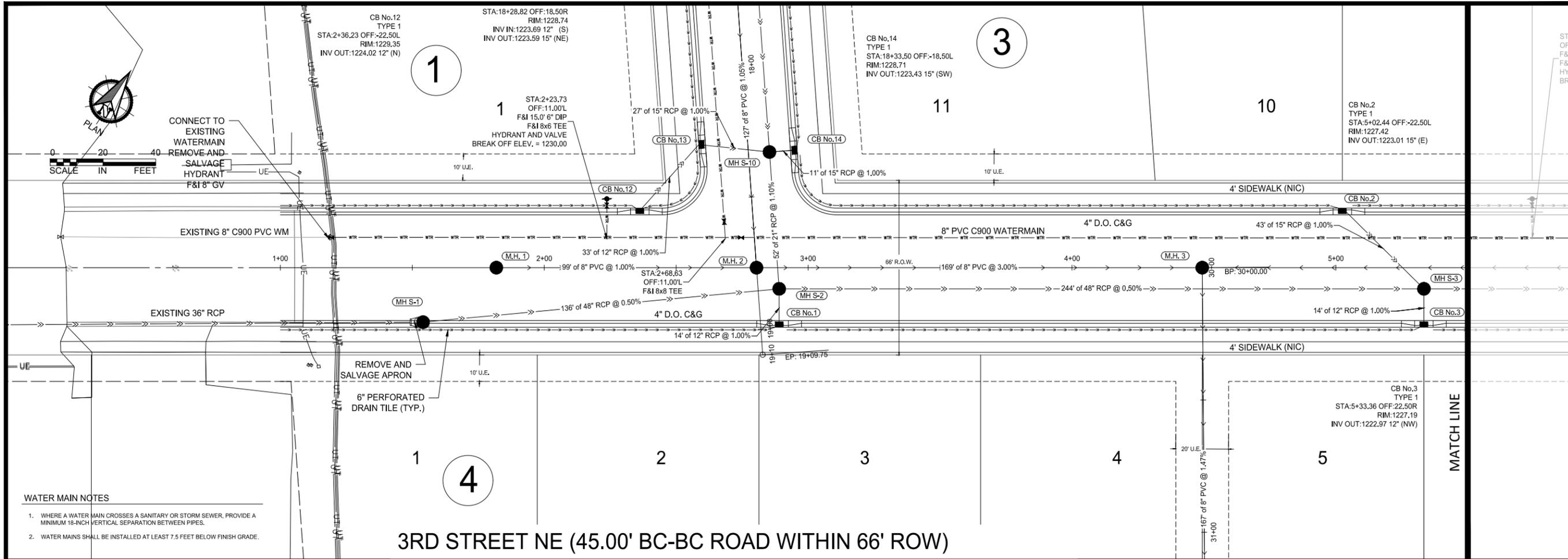


BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

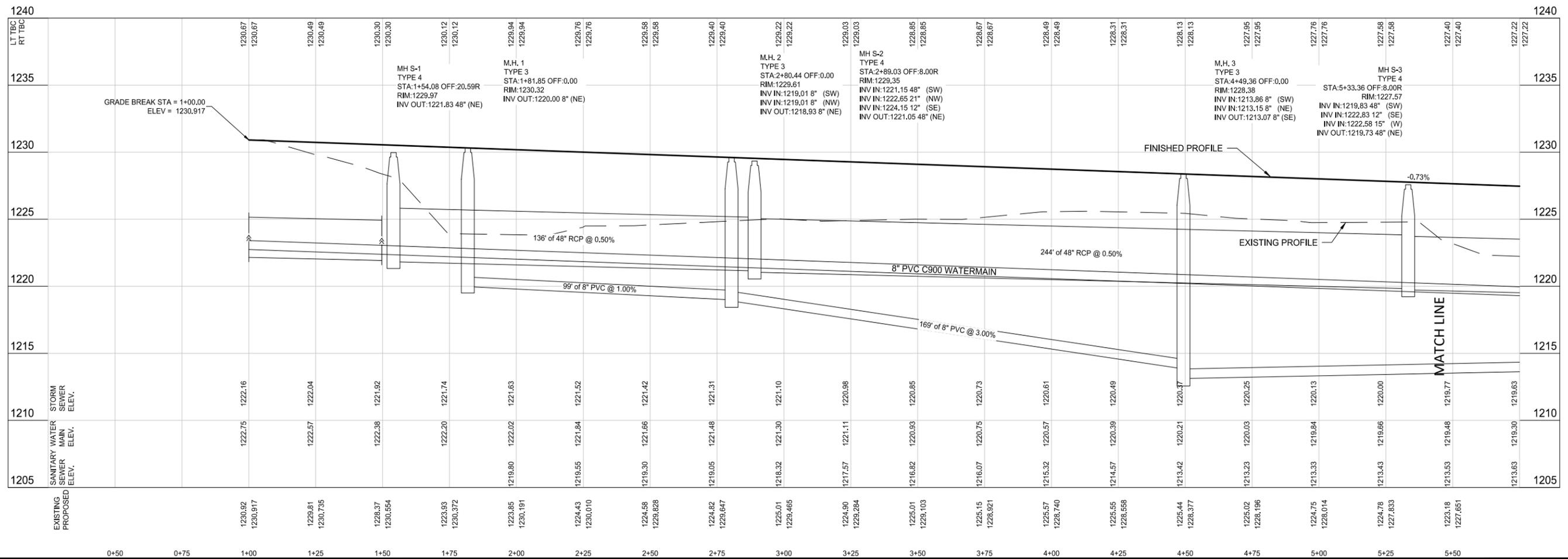
SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

19-19007CG_UP01.dwg

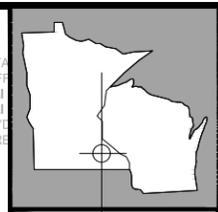


- WATER MAIN NOTES**
- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN PIPES.
 - WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.

3RD STREET NE (45.00' BC-BC ROAD WITHIN 66' ROW)



11/20/2019 9:15:08 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date

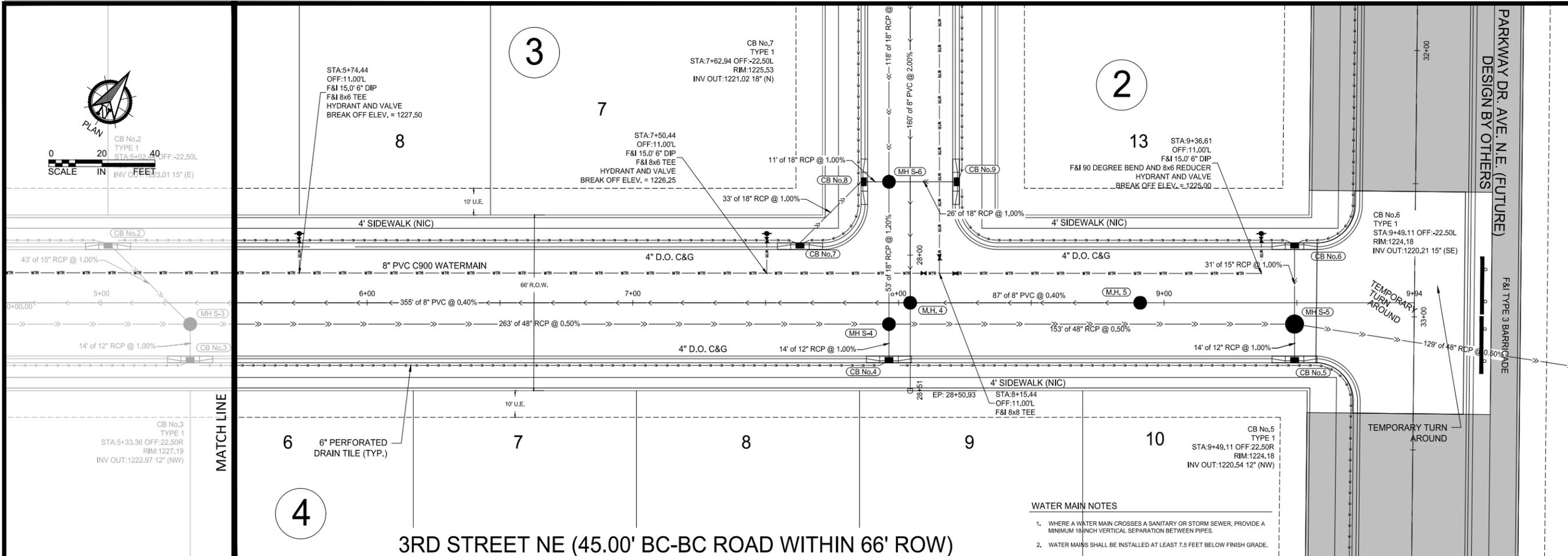
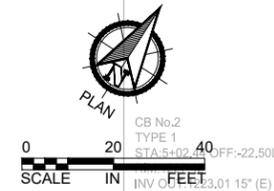


BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

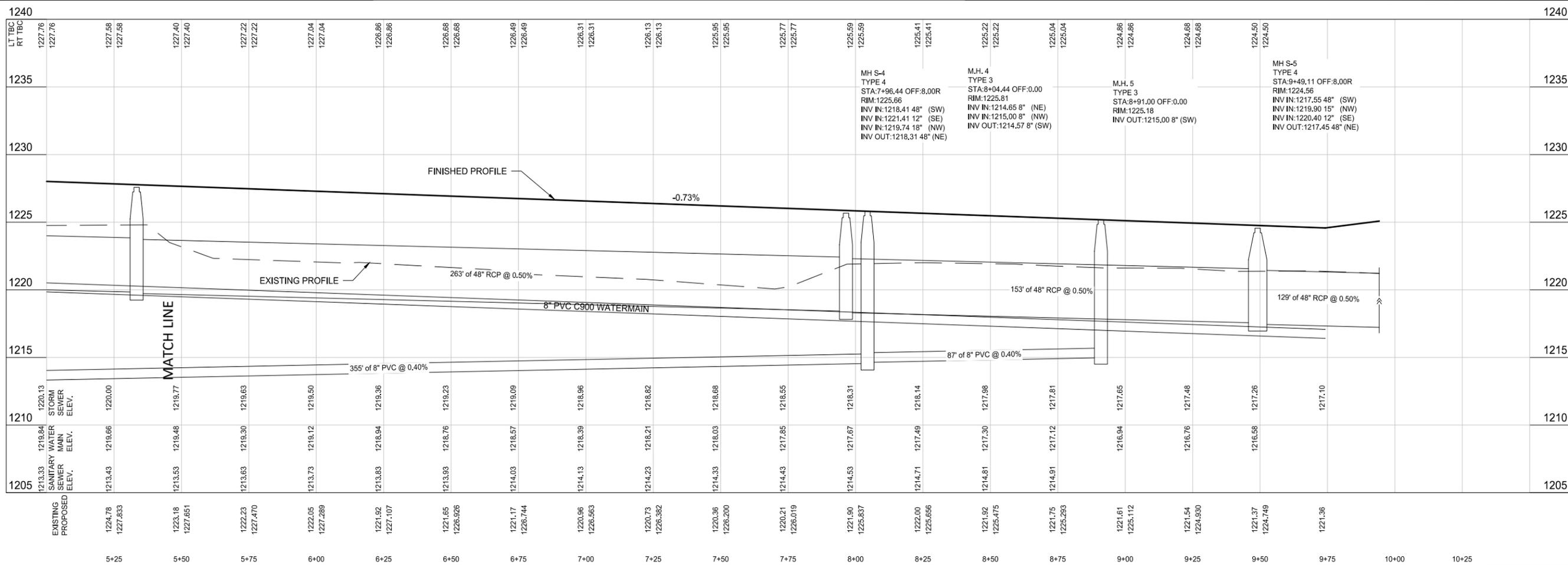
19-19007CG_UP01.dwg



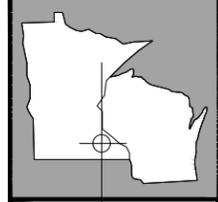
3RD STREET NE (45.00' BC-BC ROAD WITHIN 66' ROW)

WATER MAIN NOTES

- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18 INCH VERTICAL SEPARATION BETWEEN PIPES.
- WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.



11/20/2019 9:15:17 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway
23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

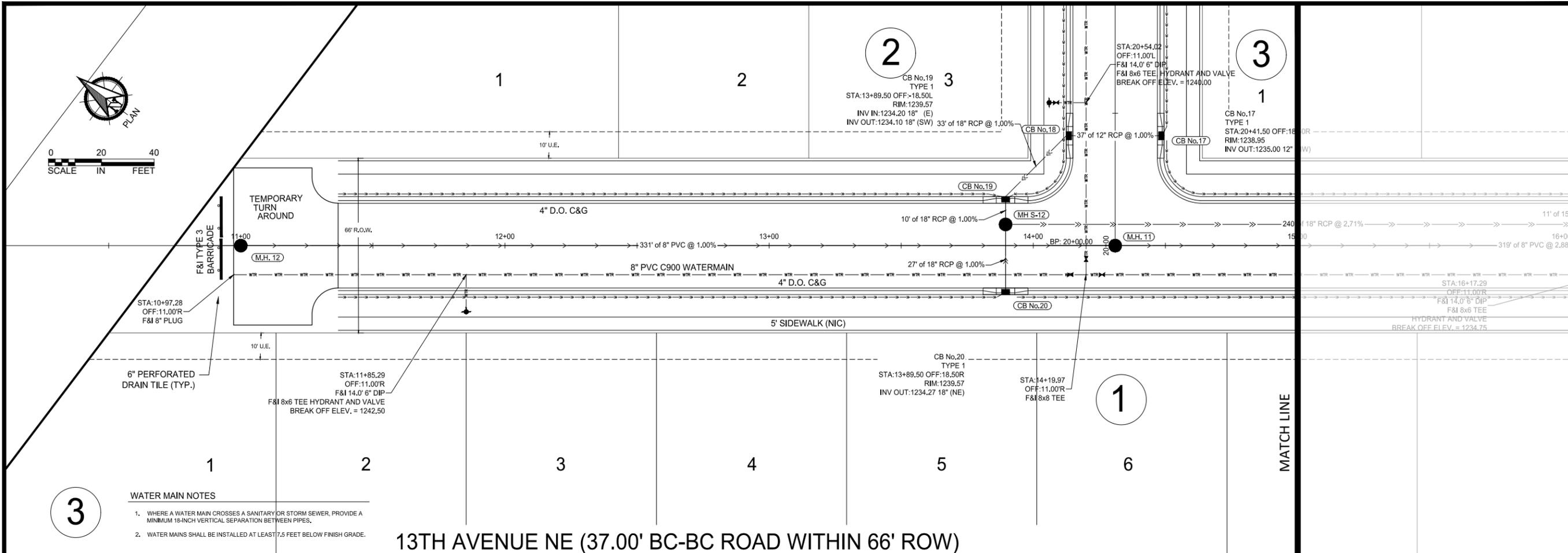
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

19-19007CG_UP01.dwg



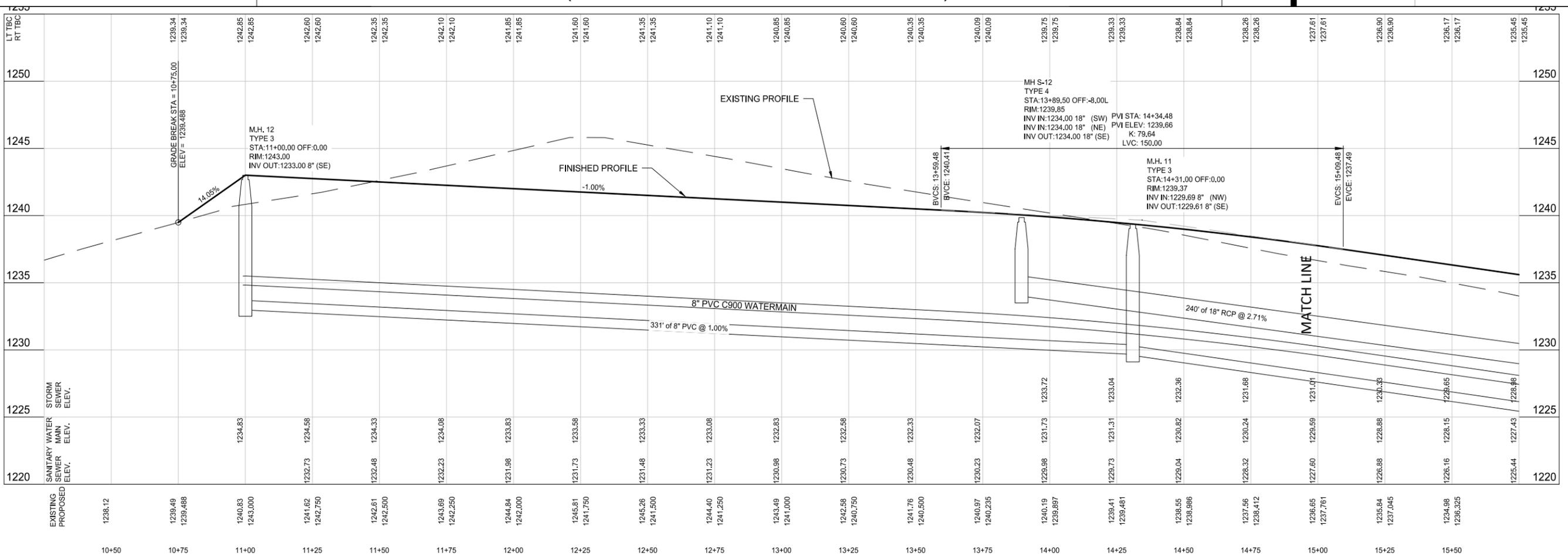
0 20 40
SCALE IN FEET



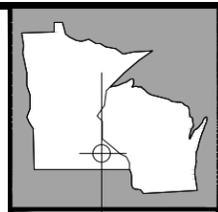
WATER MAIN NOTES

- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN PIPES.
- WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.

13TH AVENUE NE (37.00' BC-BC ROAD WITHIN 66' ROW)



11/20/2019 9:15:26 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



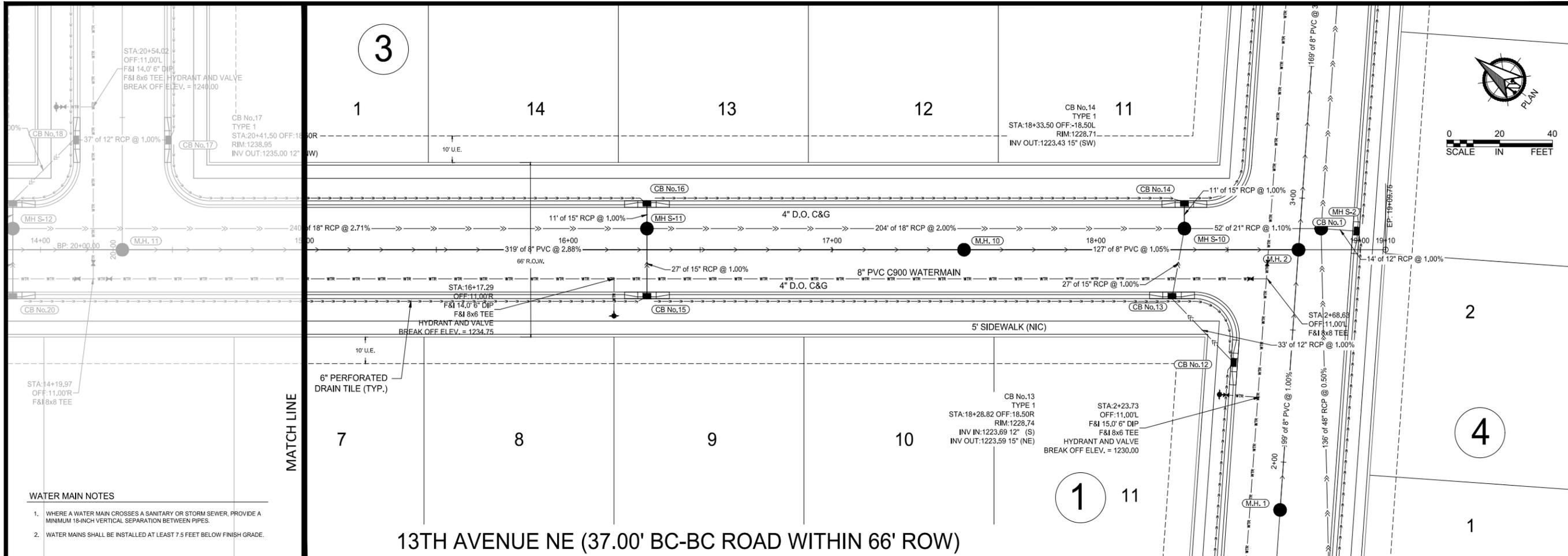
BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

19-19007CG_UP01.dwg

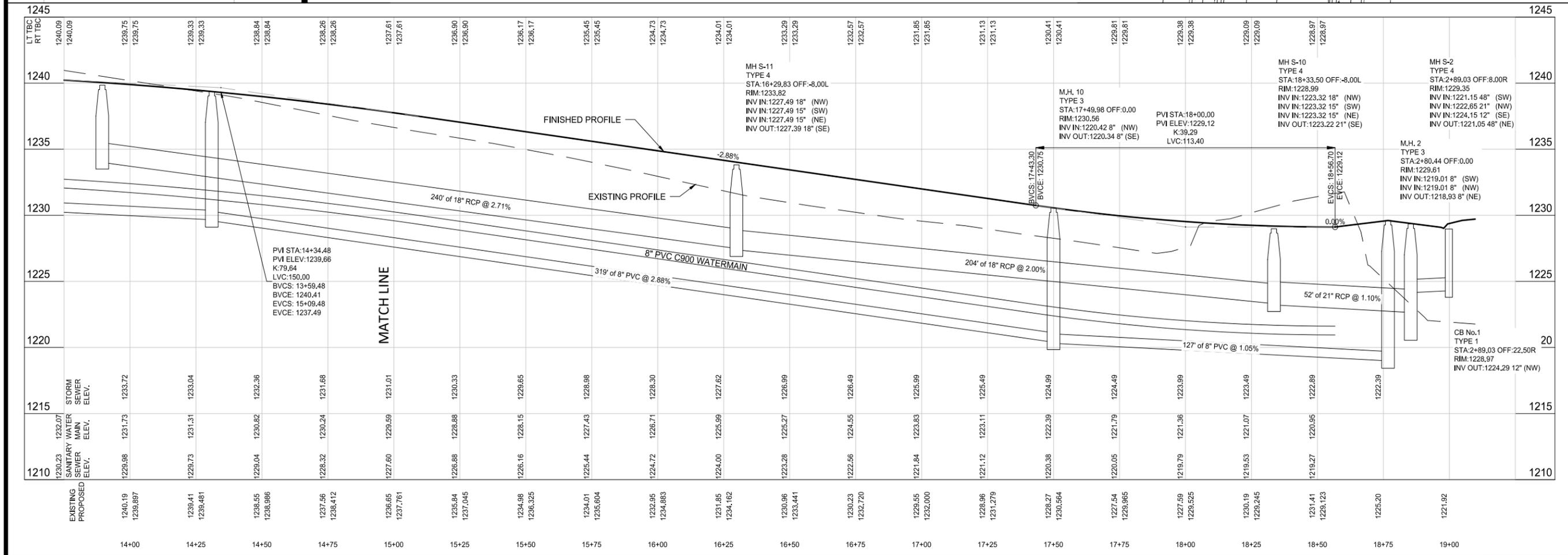
11/20/2019 9:15:37 AM



WATER MAIN NOTES

- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN PIPES.
- WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.

13TH AVENUE NE (37.00' BC-BC ROAD WITHIN 66' ROW)



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date

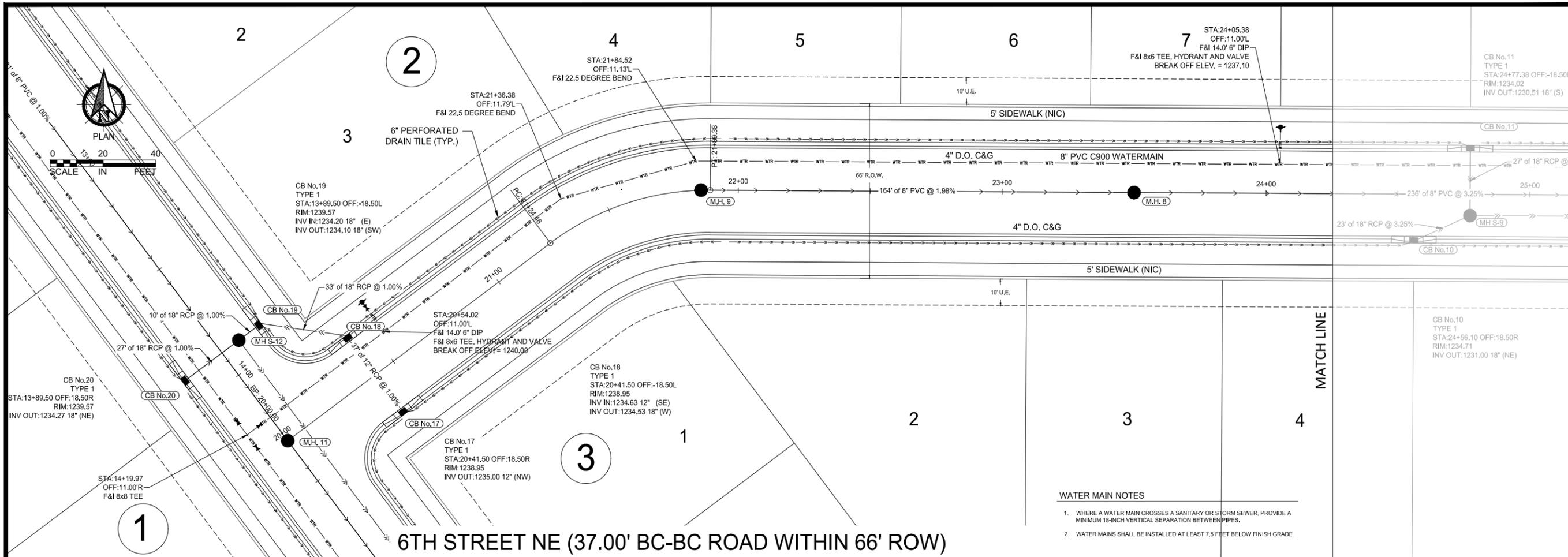


BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

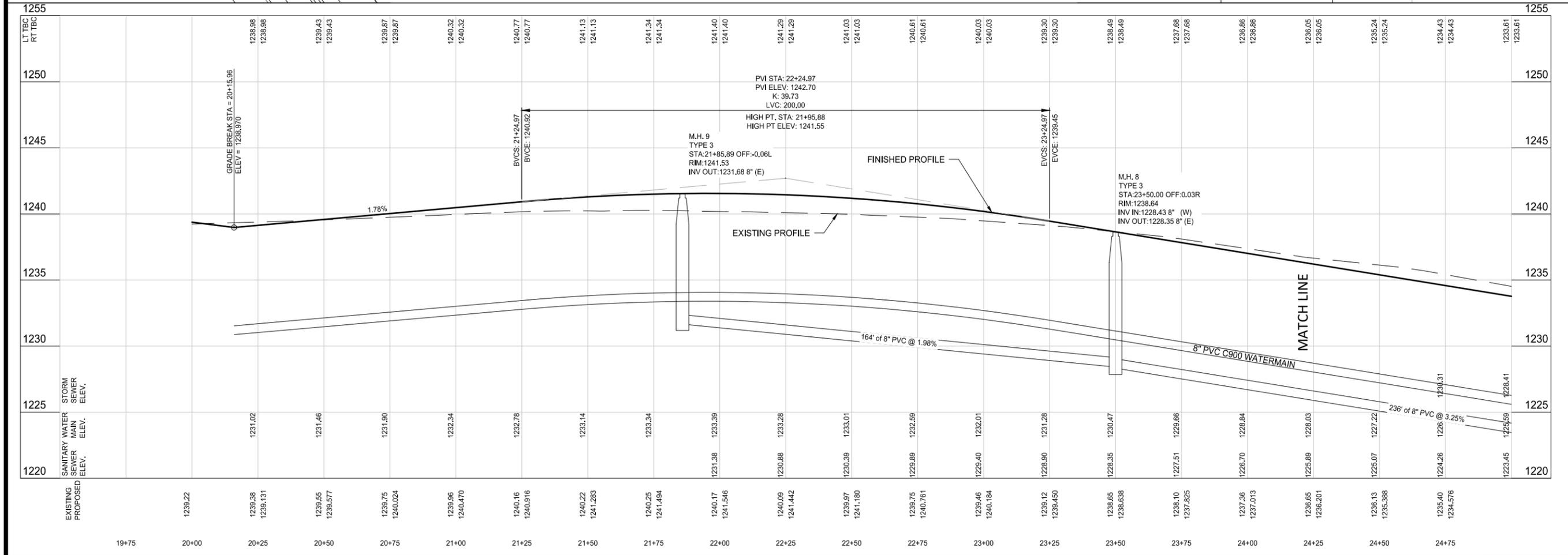
19-19007CG_UP01.dwg



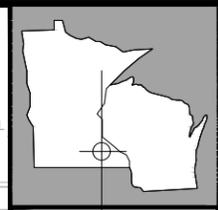
6TH STREET NE (37.00' BC-BC ROAD WITHIN 66' ROW)

WATER MAIN NOTES

- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN PIPES.
- WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.



11/20/2019 9:15:45 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway
23292 11/20/19
Number Date

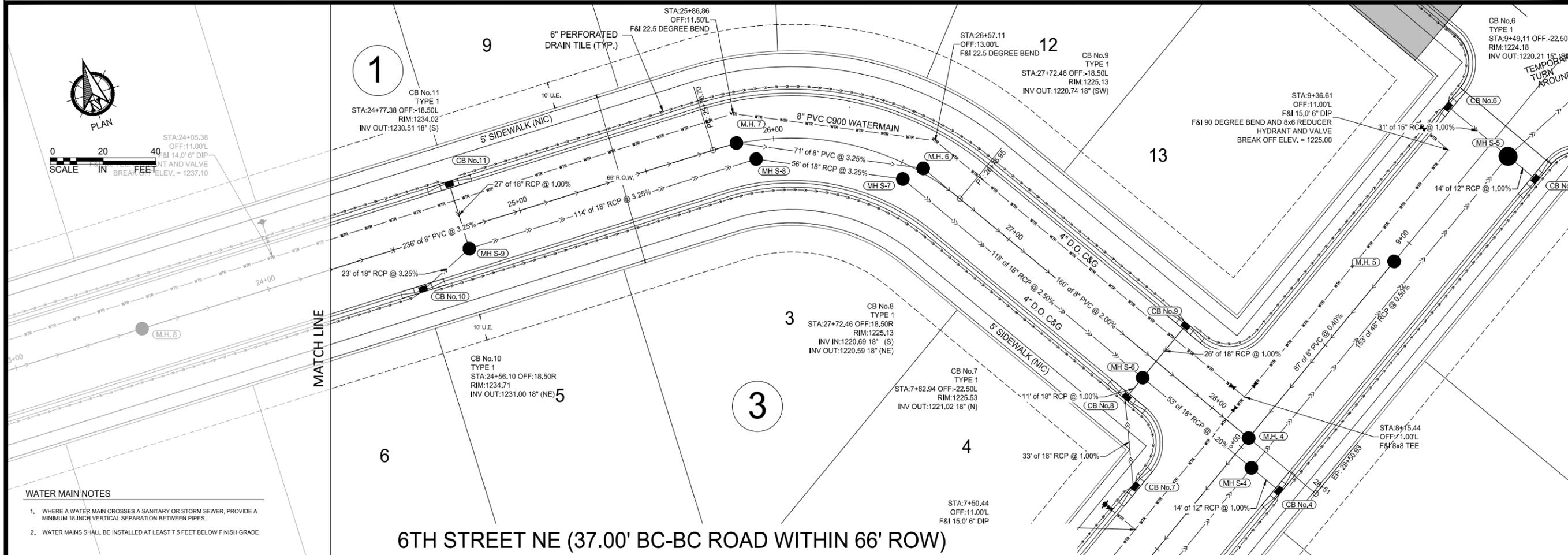


BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

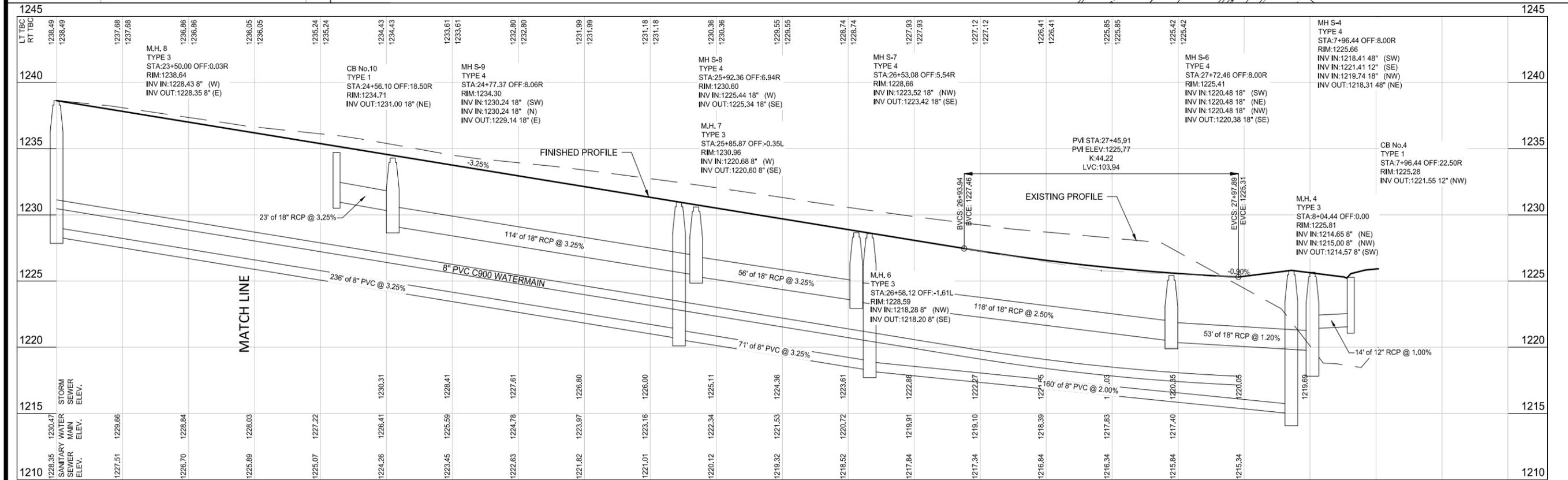
SCALE: _____ AS SHOWN
DATE: 11/20/2019
DRAWN BY: _____ T.A.C.
JOB NUMBER: 19-19007
DWG. FILE: _____
REVISION DATE: _____

19-19007CG_UP01.dwg



- WATER MAIN NOTES**
- WHERE A WATER MAIN CROSSES A SANITARY OR STORM SEWER, PROVIDE A MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN PIPES.
 - WATER MAINS SHALL BE INSTALLED AT LEAST 7.5 FEET BELOW FINISH GRADE.

6TH STREET NE (37.00' BC-BC ROAD WITHIN 66' ROW)



STATION	EXISTING SANITARY WATER SEWER MAIN ELEV.	PROPOSED SANITARY WATER SEWER MAIN ELEV.	STORM SEWER MAIN ELEV.
23+75	1228.35	1230.47	1238.49
24+00	1227.51	1229.66	1237.68
24+25	1226.70	1228.84	1236.86
24+50	1225.89	1228.03	1236.05
24+75	1225.07	1227.22	1235.24
25+00	1224.26	1226.41	1234.43
25+25	1223.45	1225.59	1233.61
25+50	1222.63	1224.78	1232.80
25+75	1221.82	1223.97	1231.99
26+00	1221.01	1223.16	1231.18
26+25	1220.12	1222.34	1230.36
26+50	1219.32	1221.53	1229.55
26+75	1218.52	1220.72	1228.74
27+00	1217.64	1219.91	1227.93
27+25	1216.84	1219.10	1227.12
27+50	1216.34	1218.39	1226.41
27+75	1215.84	1217.63	1225.85
28+00	1215.34	1217.05	1225.42
28+25	1214.84	1216.45	1225.00
28+50	1214.34	1215.85	1224.58
28+75	1213.84	1215.25	1224.16

11/20/2019 9:15:54 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date

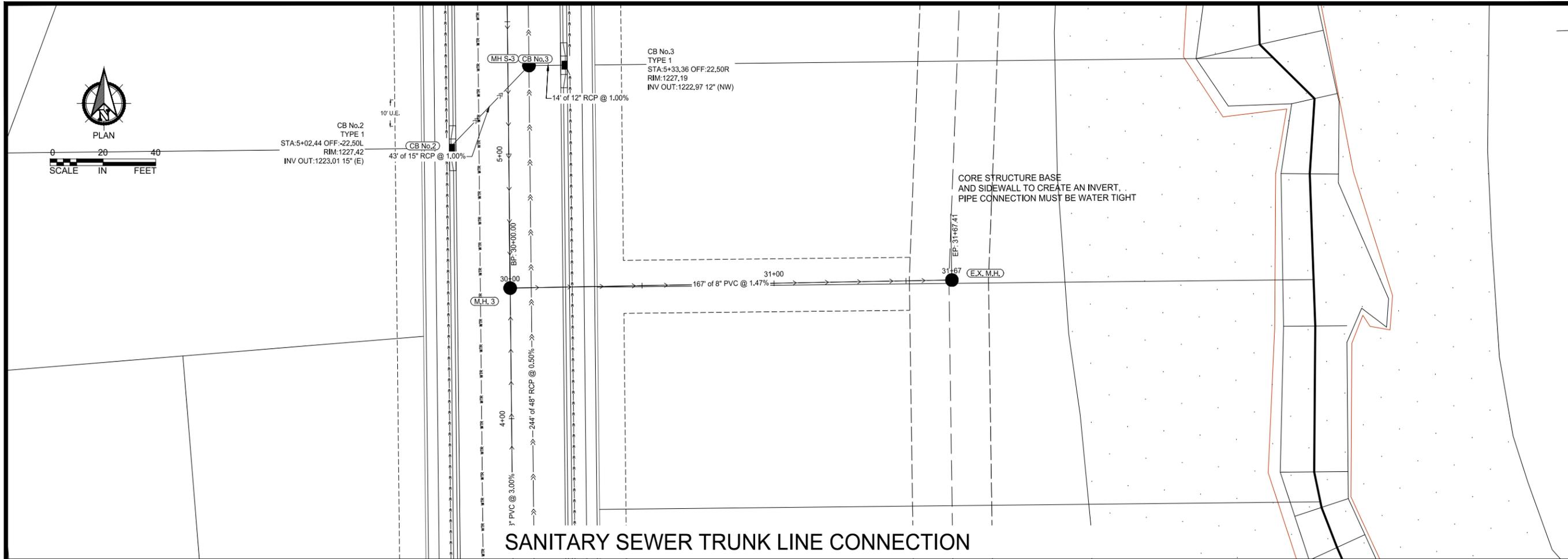


BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

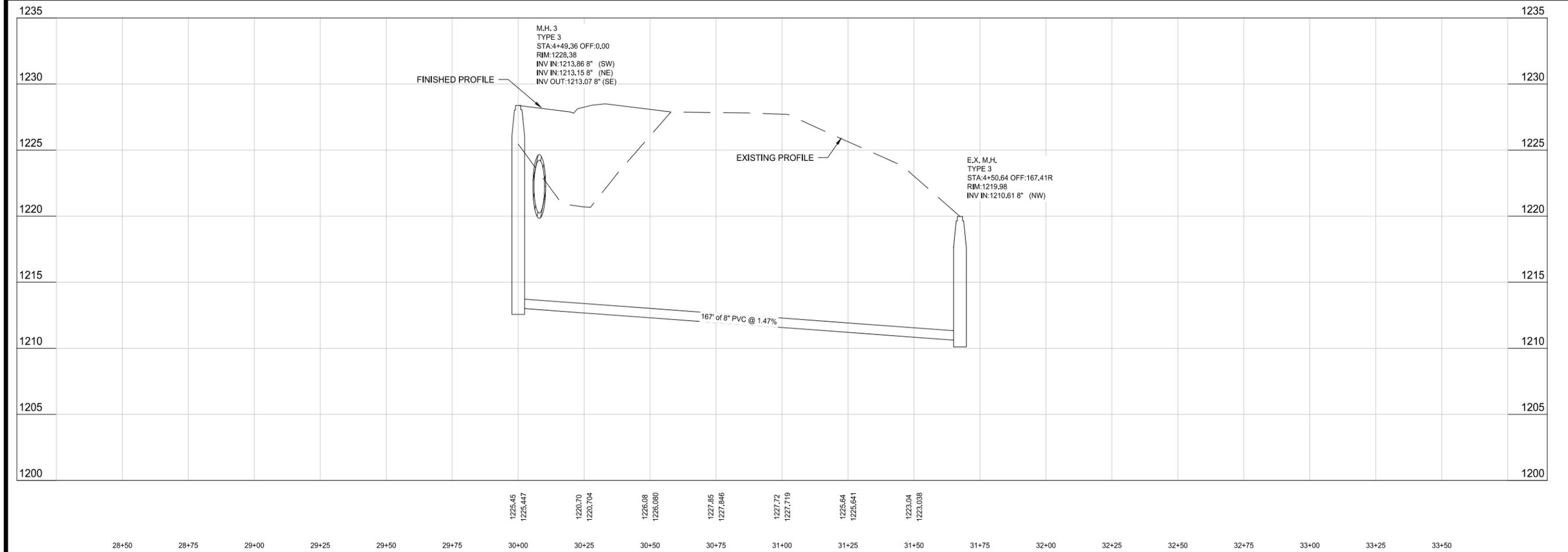
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

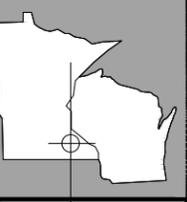
19-19007CG_UP01.dwg



SANITARY SEWER TRUNK LINE CONNECTION



11/20/2019 9:16:02 AM



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

19-19007CG_UP01.dwg



SCALE IN FEET

OUTLOT A

PARKWAY DR. AVE. N.E. (FUTURE)
DESIGN BY OTHERS

3

6" PERFORATED
DRAIN TILE (TYP.)

10' U.E.

80' R.O.W.

CB No.9

FUTURE PARKWAY (45.00' BC-BC ROAD WITHIN 80' ROW)

F&I TYPE 3 BARRICADE

TEMPORARY
TURN ARROUND

CB No.6
TYPE 1
STA:9+49.11 OFF:-22.50L
RIM:1224.18
INV OUT:1220.21 15' (SE)

CB No.6
(M.H.5)

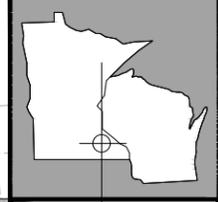
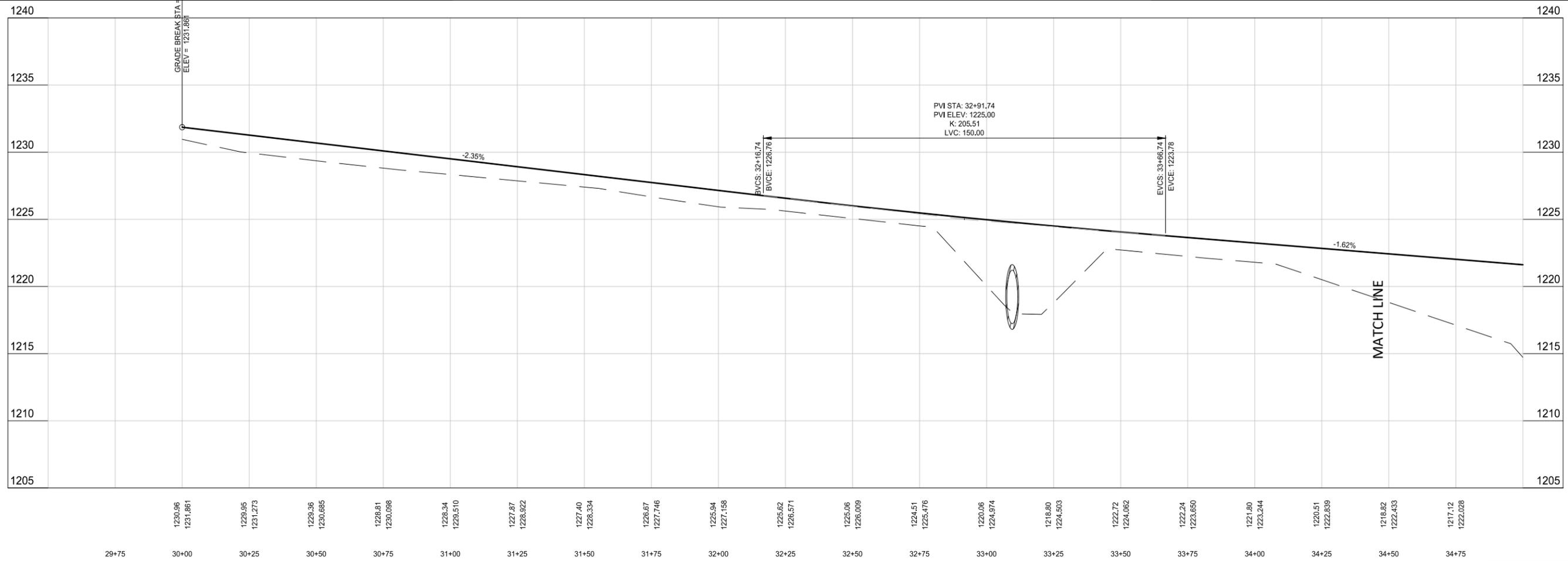
CB No.5

CB No.5
TYPE 1
STA:9+49.11 OFF:-22.50R
RIM:1224.18
INV OUT:1220.54 12' (NW)

STA:9+36.61
OFF:11.00'L
F&I 15.0' 6" DIP
F&I 90 DEGREE BEND AND 8x6 REDUCER
HYDRANT AND VALVE
BREAK OFF ELEV. = 1225.00

(M.H.5)

MATCH LINE



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING
WAS PREPARED FOR THE
EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

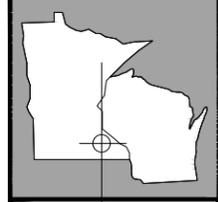
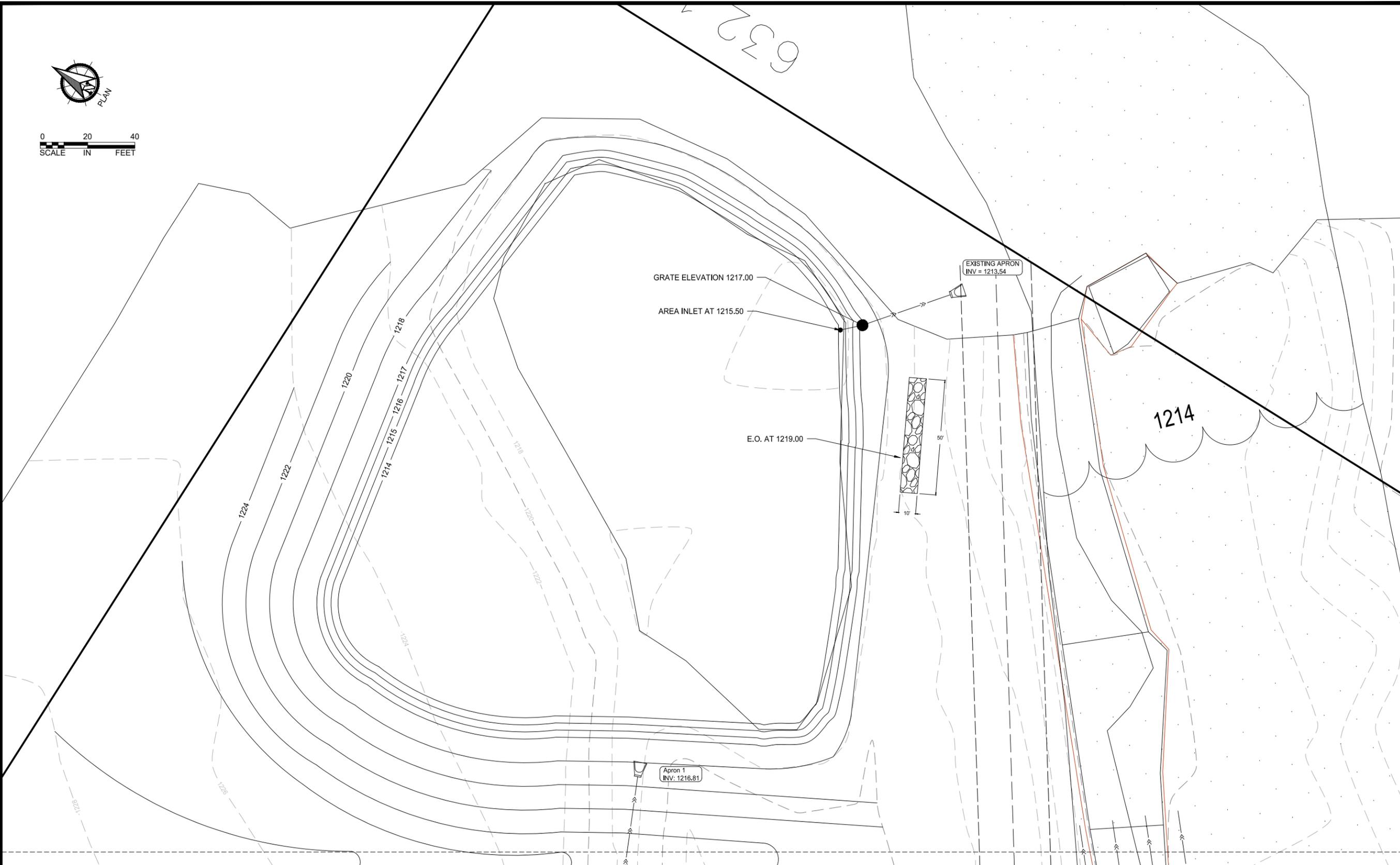
11/20/2019 9:16:11 AM

19-19007CG_UP01.dwg



0 20 40
SCALE IN FEET

6329



MASSEY
LAND SURVEYING
& ENGINEERING

P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 11/20/19
Number Date



BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: AS SHOWN
DATE: 11/20/2019
DRAWN BY: T.A.C.
JOB NUMBER: 19-19007
DWG. FILE:
REVISION DATE:

SHEET 12 OF 12

11/20/2019 9:16:14 AM

19-19007C701_GP.dwg

GRADING PLAN FOR BLAINE'S FOURTEENTH SUBDIVISION

Kasson, MN

Issue Date - 01/03/2020 Submittal



P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 01/03/20
Number Date

REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

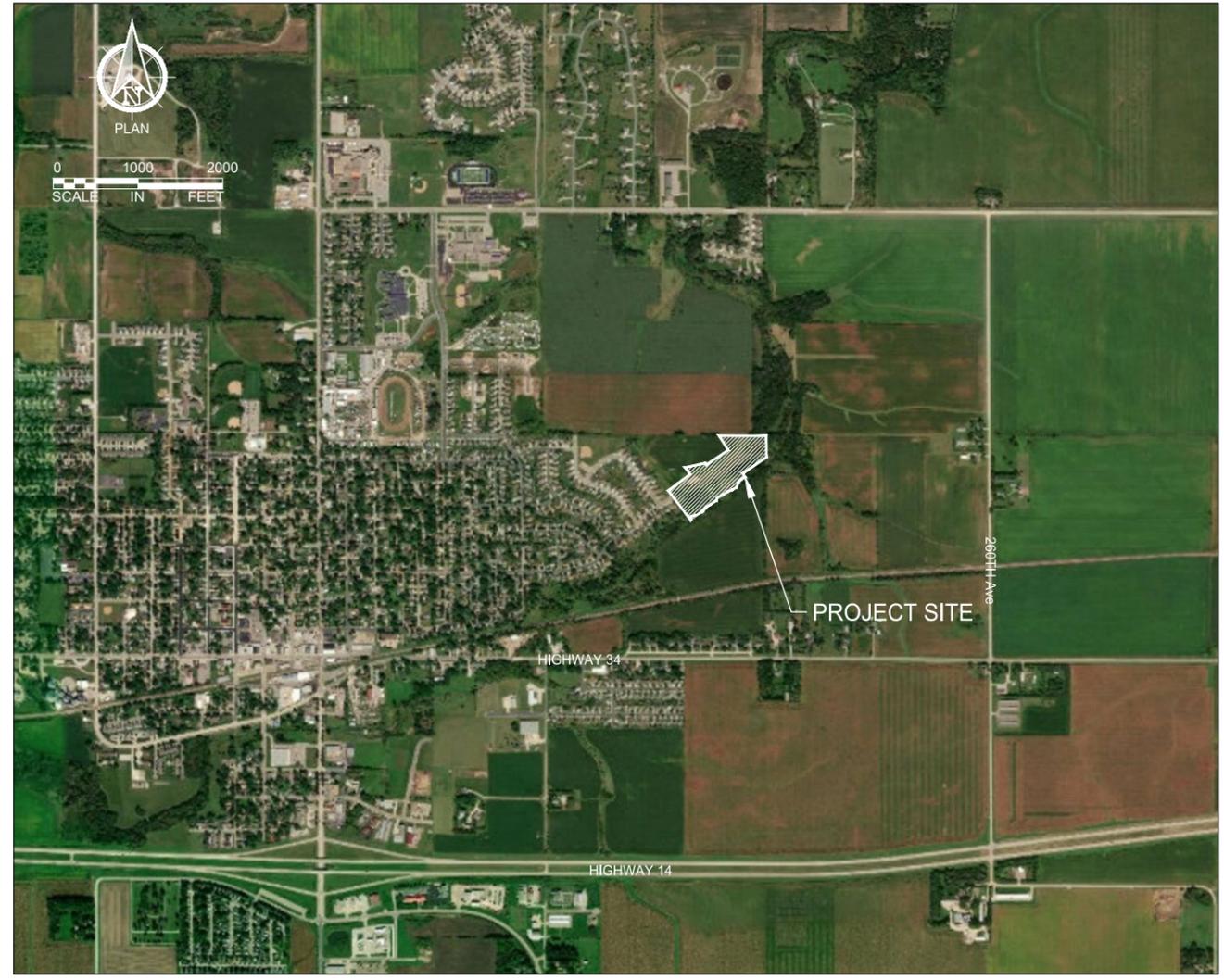
SCALE: _____ NONE
DATE: 01/03/20
DRAWN BY: _____ T.A.C.
JOB NUMBER: 019-19007
DWG. FILE: _____

BENCHMARK ELEVATION = 1235.22
TOP NUT HYDRANT AT THE NORTH SIDE OF 3RD STREET N.E. & 12 AVENUE N.E.

LEGEND	
—1245—	DENOTES PROPOSED CONTOUR ANNOTATION
x 46.84	DENOTES PROPOSED SPOT ELEVATION
→	DENOTES DRAINAGE DIRECTION
—SF—	DENOTES SILT FENCE OR BIOROLL PER 7-01SDP
⊙	DENOTES INLET PROTECTION PER 7-05SDP
▨	DENOTES PROPOSED EROSION MAT
▩	DENOTES PROPOSED BITUMINOUS
~	DENOTES EXISTING CONTOURS
—	DENOTES TREE LINE
—	DENOTES WATERMAIN PIPE
—>	DENOTES STORM SEWER PIPE
—>	DENOTES SANITARY PIPE

INDEX TO PLANS	
Sheet Title	Sht. No.
TITLE SHEET	1
GRADING & EROSION CONTROL	2
GRADING & EROSION CONTROL	3
SWPPP	4
SWPPP	5

This plan contains 5 Total sheets



LEGAL DESCRIPTION:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

BEGINNING at the northeast corner of the Northwest Quarter; thence North 89 degrees 41 minutes 31 seconds West (NOTE: All bearings are in relationship with the Dodge County Coordinate System, NAD '83, Adjusted 1996), along the north line of said Northwest Quarter, 558.97 feet; thence South 32 degrees 13 minutes 30 seconds East, 202.67 feet; thence South 56 degrees 48 minutes 09 seconds West, 309.03 feet; thence North 32 degrees 49 minutes 36 seconds West, 21.00 feet; thence South 78 degrees 08 minutes 30 seconds West, 244.77 feet; thence South 36 degrees 53 minutes 15 seconds East, 100.54 feet; thence South 53 degrees 06 minutes 45 seconds West, 120.00 feet; thence South 54 degrees 33 minutes 56 seconds West, 66.02 feet; thence South 53 degrees 06 minutes 45 seconds West, 136.00 feet to the Northeastly line of BLAINE'S TWELFTH SUBDIVISION; thence South 36 degrees 53 minutes 15 seconds East, along the Northeastly line of said BLAINE'S TWELFTH SUBDIVISION and its southeasterly extension, 437 feet more or less to the centerline of Masten Creek; thence Northeastly along the centerline of said Masten Creek, 871 feet more or less; thence North 32 degrees 13 minutes 30 seconds West, 49 feet more or less; thence North 55 degrees 52 minutes 26 seconds East, 339.17 feet to the east line of said Northwest Quarter; thence North 00 degrees 17 minutes 59 seconds West, along the east line of said Northwest Quarter, 250.13 feet to the POINT OF BEGINNING.

Said parcel contains 11.88 acres, more or less.

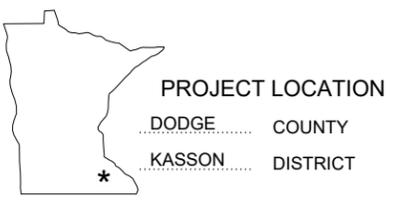
Said parcel is subject to any easements or encumbrances of record.

OWNER / DEVELOPER

TIERRA AKA PARTNERSHIP
16 MANTORVILLE AVE N
KASSON, MN 55944
PHONE NO. (507) 634-7061

CIVIL ENGINEERS / SURVEYORS

WSE & MASSEY LAND SURVEYING & ENGINEERING
P.O. BOX 100
KASSON, MN. 55944
PH. NO. 507-634-4505



UTILITY QUALITY LEVEL
The subsurface utility information in this plan is quality level D. This quality level was determined according to the guidelines of CIASCE 38-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

Approved By: _____
City Engineer Date

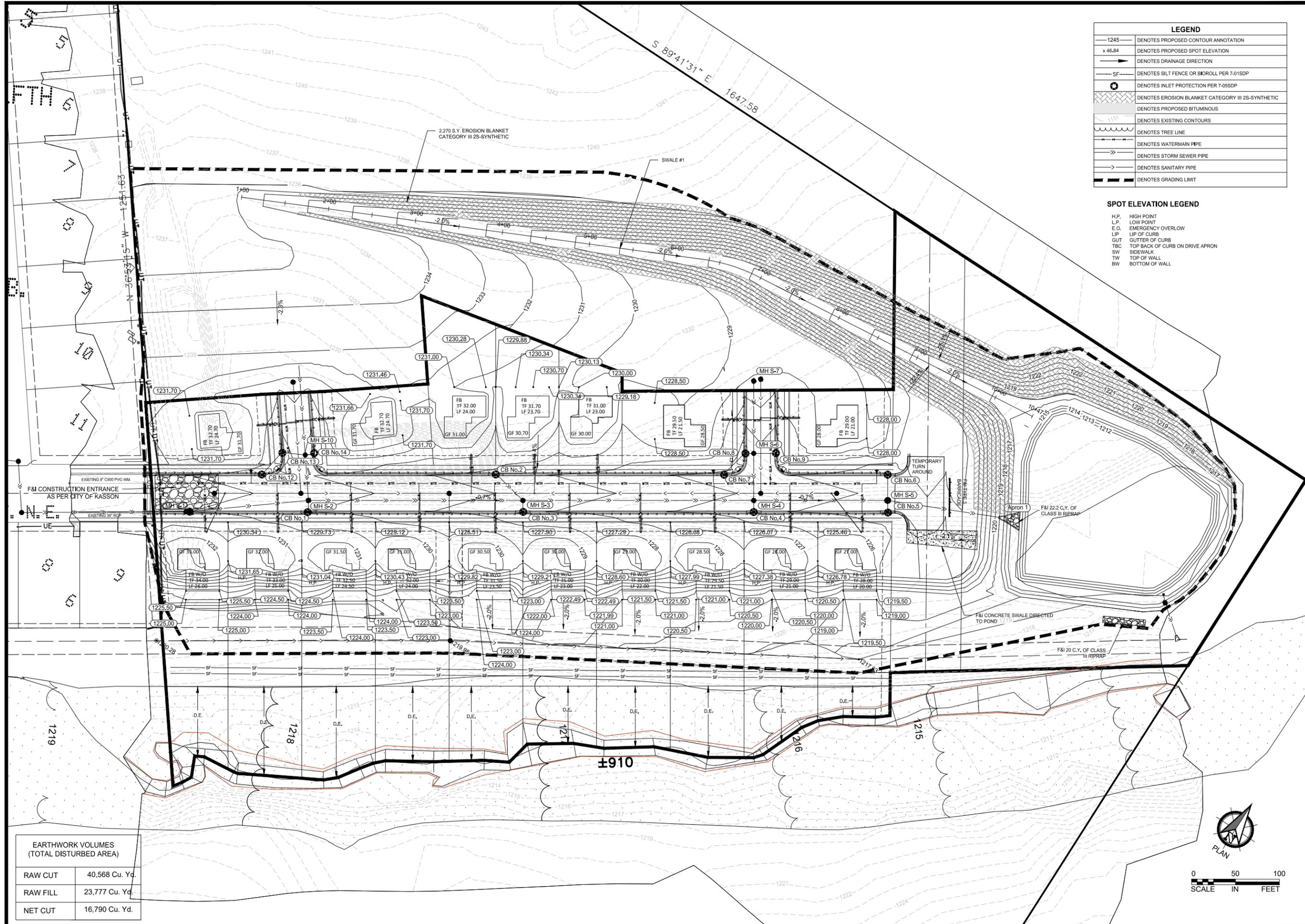
Project Number 19-19007

SHEET 1 OF 5

1/2/2020 3:22:08 PM

19-19007CG01.dwg

1/2/2020 3:22:14 PM



LEGEND	
---1245---	DENOTES PROPOSED CONTOUR ANNOTATION
x 46.84	DENOTES PROPOSED SPOT ELEVATION
→	DENOTES DRAINAGE DIRECTION
—○—	DENOTES SILT FENCE OR BIOROLL PER 7-01SDP
—○—	DENOTES INLET PROTECTION PER 7-05SDP
▨	DENOTES EROSION BLANKET CATEGORY III 2S-SYNTHETIC
▨	DENOTES PROPOSED BITUMINOUS
—○—	DENOTES EXISTING CONTOURS
—○—	DENOTES TREE LINE
—○—	DENOTES WATERMAIN PIPE
—○—	DENOTES STORM SEWER PIPE
—○—	DENOTES SANITARY PIPE
—○—	DENOTES GRADING LIMIT

SPOT ELEVATION LEGEND	
H.P.	HIGH POINT
L.P.	LOW POINT
E.O.	EMERGENCY OVERLOW
LIP	LIP OF CURB
GUT	GUTTER OF CURB
TBC	TOP BACK OF CURB ON DRIVE APRON
SW	SIDEWALK
TW	TOP OF WALL
BW	BOTTOM OF WALL



P.O. BOX 100
 KASSON, MN 55944
 PH. NO. 507-634-4505

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.

Les Conway
 Les Conway

23292 01/03/20
 Number Date

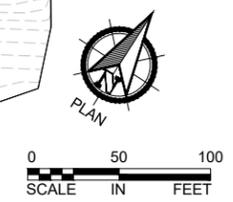
REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
 CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE:	NONE
DATE:	01/03/20
DRAWN BY:	T.A.C.
JOB NUMBER:	019-19007
DWG. FILE:	

EARTHWORK VOLUMES (TOTAL DISTURBED AREA)	
RAW CUT	40,568 Cu. Yd.
RAW FILL	23,777 Cu. Yd.
NET CUT	16,790 Cu. Yd.



19-19007CG01.dwg

EROSION PREVENTION PRACTICES:

SOD/SEED MIX: MNDOT SEED MIX AND/OR SOD WITH APPROPRIATE MNDOT FERTILIZER WILL BE USED AS PERMANENT COVER FOR ALL EXPOSED GROUND AREAS PER MANUFACTURERS SPECIFICATIONS.

EROSION CONTROL BLANKET: A MNDOT CLASSIFIED EROSION CONTROL BLANKET SHALL BE ADDED IN COMBINATION WITH SEED MIX/FERTILIZER TO ALL AREAS SLOPED AT 3:1 OR GREATER, HIGH PRIORITY AREAS, AS WELL AS IN OR NEAR DITCH BOTTOMS TO ESTABLISH PERMANENT EROSION CONTROL.

TEMPORARY WINTER COVER: AREAS OF EXPOSED SOILS THAT ARE NOT COMPLETED BEFORE THE WINTER WILL BE STABILIZED WITH TYPE #3(CERTIFIED AS WEED FREE) ADJACENT TO WETLAND OR STORMWATER PONDS. ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH TYPE #1 MULCH, UNLESS ALTERNATIVE MORE PROTECTIVE BMPs ARE SPECIFIC WITHIN THE SWPPP. ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE CONSTRUCTION IS COMPLETED FOR THE SEASON.

PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

EROSION PREVENTION PRACTICES:

RAPID STABILIZATION METHOD #1: THIS METHOD SHALL CONSIST OF TYPE 1 MULCH (2 TON PER ACRE) WITH DISC ANCHORING BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 14 DAYS. THIS METHOD SHALL BE USED ON SLOPES OF 3:1 AND LESS. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

RAPID STABILIZATION METHOD #2: THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREA WITHIN 200 FEET OF SURFACE WATERS, TO PREVENT OFF-SITE SEDIMENTATION AND OR TO COMPLY WITH PERMIT REQUIREMENTS. INSTALL PER MNDOT SPECIFICATIONS 2575.3N.

RAPID STABILIZATION METHOD #3: THIS METHOD SHALL CONSIST OF CATEGORY 3 EROSION CONTROL BLANKET (NATURAL NET ONLY) IN COMBINATION WITH MNDOT SEE MIX 22-111 (2 LBS PER 100 SQ. YD.) AND TYPE 3 SLOW RELEASE FERTILIZER (8LBS PER 100 SQ. YD.) THIS IS AN ACCEPTABLE BMP FOR DISTURBED AREAS ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS, SURFACE WATERS, AND WITHIN THE LAST 200 FEET OR DITCH BOTTOMS.

EROSION PREVENTION:

Construction of silt fence and all other erosion control measures shall be complete before other construction activity occurs.

Use phased construction whenever practical and establish turf as soon as possible to minimize sediment transport.

The contractor shall inspect the construction site once every seven days and within 24 hours after rain events for damage to erosion control devices. If damaged or ineffective erosion control devices are discovered, they shall be repaired or replaced. The contractor shall maintain inspection records, which include date and time of inspections, dates of rainfall events, rainfall amount, findings of inspections, corrective actions taken (including dates and times), and documentation of any changes to the temporary or permanent erosion control plans made during construction.

Temporary stockpiles require additional sediment control and temporary cover after 7 days.

Turf establishment or temporary seeding of all exposed soil not being actively worked shall be practiced using the following:

Erosion and sediment control measures shown are minimum, and additional measures must be installed as needed to control erosion and sediment.

Effective containment is required for all liquid and solid waste generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity.

turbid or sediment-laden waters related to dewatering or basin drainage (e.g., pumped discharges, trench/ditch cuts for drainage) must discharge to a temporary or permanent sediment basin on the project site unless infeasible. Permittees may dewater to surface waters if they visually check to ensure adequate treatment has been obtained and nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge.

Type of Slope or Disturbance Area	Time Area Can Remain Open Without Being Actively Worked	
	Normal Water	Special/Impaired Water
Steeper than 3:1	14 Days	7 Days
10:1 to 3:1	14 Days	7 Days
Flatter than 10:1	14 Days	7 Days
Ditches	14 Days	7 Days
Pipe Ends	1 Day	1 Day
Within 200 feet of Surface Water	1 Day	1 Day

EXISTING UTILITY NOTES

THE LOCATION OF UNDERGROUND AND OVERHEAD FACILITIES OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THERE MAY BE ADDITIONAL UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN ON THE PLAN THAT MAY BE REQUIRE RELOCATION OR REMOVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST A GOPHER STATE ONE CALL PRIOR TO THE START OF ANY CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

CONSTRUCTION SEQUENCE (AS APPLICABLE):

1. Install Erosion Control Measures
2. Install Storm Sewer
3. Install Structures
4. Install Pavements
5. Install Lawn/Landscape
6. Flush Storm Sewer
7. Remove Erosion Control Measures only after all pavements have been installed and all soils have been stabilized.

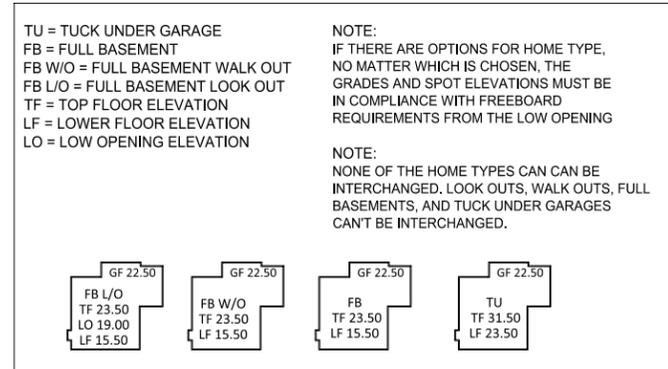
GENERAL NOTES

Number of lot = 17
 Number of outlets = 1
 Total area of property = 11.88 acres

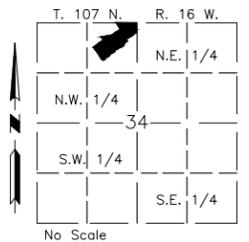
EARTHWORK VOLUMES (TOTAL DISTURBED AREA)	
RAW CUT	21,298 Cu. Yd.
RAW FILL	20,023 Cu. Yd.
NET CUT	1,274 Cu. Yd.

STRUCTURE TABLE		Pipe Table				
STRUCTURE NAME:	DETAILS:	FROM STRUCTURE	TO STRUCTURE	DIAMETER (RCP)	SLOPE	LENGTH
MH S-1	TYPE 4(78") RIM = 1229.97 INV OUT = 1221.83(48")	MH S-1	MH S-2	48"	0.50%	135.54
CB No.12	TYPE 1 RIM = 1229.35 INV OUT = 1224.02(12")	MH S-2	MH S-3	48"	0.50%	244.33
MH S-2	TYPE 4(78") RIM = 1229.35 INV IN = 1221.15(48") INV IN = 1222.65(21") INV IN = 1224.15(12") INV OUT = 1221.05(48")	MH S-5	Apron 1	48"	0.50%	128.68
MH S-10	TYPE 4(48") RIM = 1228.99 INV IN = 1223.32(18") INV IN = 1223.32(15") INV IN = 1223.32(15") INV OUT = 1223.22(21")	MH S-4	MH S-5	48"	0.50%	152.68
CB No.1	TYPE 1 RIM = 1228.97 INV OUT = 1224.29(12")	MH S-3	MH S-4	48"	0.50%	263.09
CB No.13	TYPE 1 RIM = 1228.74 INV IN = 1223.69(12") INV OUT = 1223.59(15")	MH S-10	MH S-2	21"	1.10%	51.84
CB No.14	TYPE 1 RIM = 1228.71 INV OUT = 1223.43(15")	CB No.1	MH S-2	12"	1.00%	14.50
MH S-7	TYPE 4(48") RIM = 1227.97 INV OUT = 1223.42(18")	CB No.12	CB No.13	12"	1.00%	33.15
MH S-3	TYPE 4(78") RIM = 1227.57 INV IN = 1219.83(48") INV IN = 1222.83(12") INV IN = 1222.58(15") INV IN = 1219.73(48")	CB No.13	MH S-10	15"	1.00%	26.91
CB No.2	TYPE 1 RIM = 1227.42 INV OUT = 1223.01(15")	CB No.14	MH S-10	15"	1.00%	10.50
CB No.3	TYPE 1 RIM = 1227.19 INV OUT = 1222.97(12")	CB No.3	MH S-3	12"	1.00%	14.50
MH S-4	TYPE 4(78") RIM = 1225.66 INV IN = 1218.41(48") INV IN = 1221.41(12") INV IN = 1219.74(18") INV OUT = 1218.31(48")	CB No.2	MH S-3	15"	1.00%	43.43
MH S-6	TYPE 4(48") RIM = 1225.59 INV IN = 1220.48(18") INV IN = 1220.48(18") INV IN = 1220.48(18") INV OUT = 1220.38(18")	CB No.4	MH S-4	12"	1.00%	14.50
CB No.7	TYPE 1 RIM = 1225.53 INV OUT = 1221.02(18")	CB No.7	CB No.8	18"	1.00%	32.51
CB No.9	TYPE 1 RIM = 1225.31 INV OUT = 1220.74(18")	CB No.8	MH S-6	18"	1.00%	10.50
CB No.8	TYPE 1 RIM = 1225.31 INV IN = 1220.59(18") INV OUT = 1220.59(18")	MH S-6	MH S-4	18"	1.20%	53.48
CB No.4	TYPE 1 RIM = 1225.28 INV OUT = 1221.55(12")	CB No.9	MH S-6	18"	1.00%	26.50
MH S-5	TYPE 4(78") RIM = 1224.56 INV IN = 1217.55(48") INV IN = 1219.90(15") INV IN = 1220.40(12") INV OUT = 1217.45(48")	CB No.6	MH S-6	18"	3.58%	82.32
CB No.6	TYPE 1 RIM = 1224.18 INV OUT = 1220.21(15")	CB No.5	MH S-5	15"	1.00%	30.50
CB No.5	TYPE 1 RIM = 1224.18 INV OUT = 1220.54(12")	Apron 1	MH S-5	12"	1.00%	14.50
Apron 1	48 inch Flared End Section 67 x 74 RIM = 1221.31 INV IN = 1216.81(48")					

ALL STORM SEWER, SANITARY SEWER & WATER INFRASTRUCTURE PROPOSED WITHIN THIS SITE IS PUBLIC.
 ALL STORM SEWER WITHIN THIS SITE IS PROPOSED UNLESS LABELED DIFFERENTLY.



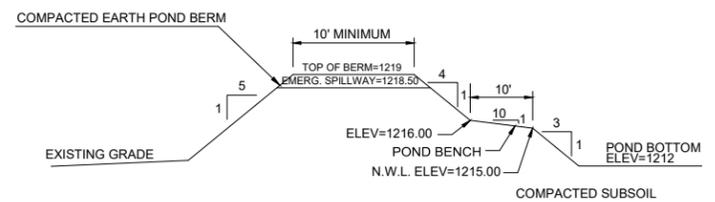
PROPERTY LOCATION MAP



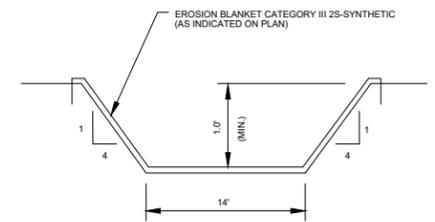
PROJECT LAND USE SUMMARY:	
Item	Area (ac)
Parcel Identification Number	N.A.
Parcel Area	11.88
Disturbed Area	13.00
Pre-development Impervious Area	0.00
Pre-development Pervious Area	11.88
Post-development Impervious Area	1.38
Post-development Pervious Area	10.50
Proposed New Impervious Area	1.38

GRADING NOTES:

1. AN NPDES CONSTRUCTION STORMWATER PERMIT SHALL BE OBTAINED BY THE OWNER AND CONTRACTOR IF THE DISTURBED AREA EXCEEDS 1 ACRE. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ACCORDANCE WITH THE NPDES CONSTRUCTION STORMWATER PERMIT.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SEDIMENT DOES NOT LEAVE THIS SITE. IT IS RECOMMENDED (NOT REQUIRED) THAT THE CONTRACTOR INSTALL A STABILIZED VEHICLE EXIT TO KEEP SEDIMENT TRACKING TO A MINIMUM.
3. ALL PROPOSED ELEVATIONS ARE TOP OF PAVING OR FINISHED GRADE, UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.
4. SPOT ELEVATIONS ARE FLOW LINE AND/OR FINISHED GRADES, UNLESS OTHERWISE INDICATED BY THE LOCATION OF THE SPOT. ADD 6" TO FLOW LINE ELEVATIONS TO OBTAIN THE TOP OF CURB ELEVATIONS, UNLESS NOTED OTHERWISE.
5. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP) SHALL BE INSTALLED BEFORE LAND DISTURBING OPERATIONS BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION.
7. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING UTILITIES.
8. THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EARTHWORK QUANTITY ON THIS SITE. EXCESS MATERIAL, IF ANY SHALL BE DISPOSED OF OFF-SITE. THE CONTRACTOR SHALL IMPORT SUITABLE MATERIAL AS NEEDED.
9. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.



POND CROSS SECTION



SWALE #1



P.O. BOX 100
 KASSON, MN 55944
 PH. NO. 507-634-4505

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.

Les Conway
 Les Conway

23292 01/03/20
 Number Date

REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
 CITY OF KASSON, DODGE COUNTY, MINNESOTA

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: NONE
 DATE: 01/03/20
 DRAWN BY: T.A.C.
 JOB NUMBER: 019-19007
 DWG. FILE:

1/2/2020 3:22:16 PM

STORM WATER POLLUTION PREVENTION PLAN

GENERAL PROJECT INFORMATION:

PROJECT LOCATION:

PROJECT SITE NAME: BLAINE'S FOURTEENTH SUBDIVISION
 PROJECT NUMBERS: WSE PROJECT NO. 19-19007
 PROJECT LOCATION: STREET: 13TH AVE NE CITY: KASSON TOWNSHIP: MANTORVILLE
 COUNTY: DODGE COUNTY STATE: MN ZIP: 55944 LATITUDE/LONGITUDE: 44.03559° / -92.73217°

PROJECT NARRATIVE:

THIS PROJECT CONSISTS OF GRADING ACTIVITIES NECESSARY FOR THE CONSTRUCTION OF UNDERGROUND UTILITIES, DRIVEWAY AND RESIDENTIAL HOMES. APPLICABLE EROSION PREVENTION AND SEDIMENT CONTROL BMPs TO CONTROL THE DISCHARGE OF SEDIMENT AND/OR OTHER POTENTIAL POLLUTANTS FROM THE SITE ARE SHOWN WITHIN THE GRADING/EROSION CONTROL PLAN SHEETS. THE GRADING/EROSION CONTROL SHEETS SHALL BE INCORPORATED WITHIN AND SHALL BECOME A PART OF THE SWPPP.

RESPONSIBLE PARTIES:

CONTRACTOR AND OWNER ARE REQUIRED TO APPLY FOR AND RECEIVE A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER CONSTRUCTION PERMIT FROM THE MPCA AT LEAST 7 DAYS PRIOR TO BEGINNING WORK.

CONTRACTOR AND OWNER SHALL IDENTIFY A PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPs WHO WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP.

COMPANY: _____ NAME: _____ PHONE: _____

COMPANY: _____ NAME: _____ PHONE: _____

OWNER SHALL IDENTIFY THE ENTITY RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM.

COMPANY: _____ NAME: _____ PHONE: _____

THIS SWPPP WAS PREPARED BY AN INDIVIDUAL THAT HAVE BEEN PROPERLY TRAINED IN ACCORDANCE TO PART III.F OF THE NPDES PERMIT. CERTIFICATION CARDS ARE AVAILABLE UPON REQUEST.

SWPPP DEVELOPER: WSE MASSEY ENGINEERING & SURVEYING (GERALD NIESS)
 33B E VETERANS MEMORIAL HWY
 KASSON, MN 55944
 507-202-1671 / GERALD@WSE.ENGINEERING

WATER RESOURCE ENGINEER: WSE MASSEY ENGINEERING & SURVEYING (LES CONWAY)
 33B E VETERANS MEMORIAL HWY
 KASSON, MN 55944
 507-273-8445 / LES@WSE.ENGINEERING

APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS: THE MORE STRINGENT OF LOCAL VS. STATE VS. FEDERAL RULES SHALL APPLY WHERE THEY CONFLICT. THE OPERATOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE PERMITS, MNDOT SPECIAL PROVISIONS, MNDOT SPEC BOOK (2018 EDITION) AND MNDOT SPECIFICATIONS, 1717.

AGENCY	PERMIT	NAME	PHONE NUMBER/E-MAIL
MPCA (EMERGENCY)	N/A	STATE DUTY OFFICER	1-800-422-0798
MPCA	NPDES-CSW #C000XXXX	NAME	PHONE/E-MAIL
USACE (SECTION 404)	N/A	DAVE STUDENSKI	651-290-5902/DAVID.A.STUDENSKA@USACE.ARMY.MIL
DNR (PUBLIC WATERS)	N/A	TODD PIEPHO	507-362-8868/TODD.PIEPHO@STATE.MN.US
DODGE COUNTY (WCA)	N/A	ADAM KING	507-374-6364/ADAM.KING@DODGESWCD.ORG

CONSTRUCTION ACTIVITIES	ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES
INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL BMPs	NOVEMBER 2019
CLEARING AND GRUBBING OPERATIONS, ROUGH GRADING	NOVEMBER 2019
UTILITIES	MAY 2020
CURB & GUTTER/SIDEWALKS	JULY 2020
PAVING	JULY 2020
FINAL GRADING, TURF ESTABLISHMENT, LANDSCAPING	AUGUST 2020

STORM WATER MANAGEMENT:

TYPES OF PERMANENT STORM WATER MANAGEMENT THAT WILL BE USED IF MORE THAN ONE ACRE OF NEW IMPERVIOUS SURFACE IS CREATED ARE CHECKED BELOW:

WET SEDIMENTATION BASIN INFILTRATION / FILTRATION (SEE NOTE)
 REGIONAL POND - ALTERNATIVE METHODS

OTHER PROJECT INFORMATION:

QUANTITY TABULATION EROSION PREVENTION / SEDIMENT CONTROL BMPs		
ITEM	UNIT	QUANTITY
SILT FENCE	LF	1,640
SILT FENCE (BAIL REINFORCED)	LF	0
BALE BARRIERS	LF	0
INLET PROTECTION	EA	13
SEEDING (SEED MIX No. 25-131)	AC	10.50
EROSION BLANKET CATEGORY III 2S-SYNTHETIC	SY	2,270
ROCK CONSTRUCTION ENTRANCE	EA	1

DESCRIPTION	TITLE	LOCATION
SWPPP NARRATIVE	SWPPP NARRATIVE	SWPPP
SITE MAP	SWPPP NARRATIVE	SWPPP
CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED	SWPPP NARRATIVE	SWPPP
DIRECTION OF FLOW (PRE-/POST-CONSTRUCTION)	GRADING PLAN	2, 3
IMPERVIOUS SURFACES	GRADING PLAN	2, 3
TEMPORARY EROSION & SEDIMENT CONTROL	GRADING PLAN	2, 3
BMPs/SLOPES (3:1)	GRADING PLAN	2, 3
PERMANENT EROSION CONTROL BMPs	GRADING PLAN	2, 3
STORM SEWER	SWPPP NARRATIVE	SWPPP
GRADING	STORM SEWER PLAN	2, 3
BMP DETAILS/SPECIFICATIONS	GRADING & EROSION CONTROL PLAN	2, 3
	CITY OF ROCHESTER STANDARD DETAIL PLATES	SWPPP
	SWPPP NARRATIVE	

EXISTING SITE CONDITIONS, SOILS, & WATER RESOURCES: SOILS AND NATIVE TOPSOIL MAY BE STRIPPED AND STOCKPILED FOR FINAL GRADING OPERATIONS. WHERE INDICATED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS, METHODS AND EQUIPMENT TO MINIMIZE SOIL COMPACTION (IN PROPOSED INFILTRATION AREAS, DRIP LINE OF TREES TO BE PRESERVED, ETC.) SHALL BE DETERMINED BY THE OPERATOR'S SWPPP AMENDMENT. TRACKED VEHICLES ARE PREFERRED AND WHEELED VEHICLES ARE DISCOURAGED IN THESE AREAS.

USDA-NRCS MAPPED SOIL SURVEY UNIT NO., NAME, TEXTURE, SLOPE PERCENTAGE	PERCENTAGE OF PROJECT AREA	APPROXIMATE PARTICLE SIZE RANGE (MM)		
		SAND (0.05-2.00+)	SILT (0.002-0.05)	CLAY (<0.002)
BLAINE'S FOURTEENTH SUBDIVISION				
M507B - MARQUIS SILT LOAM, 2 TO 6 PERCENT SLOPES	91.3	20-50%	50-88%	0-28%
M511A - READLYN SILT LOAM, 1 TO 3 PERCENT SLOPES	6.9	20-50%	50-88%	0-28%
M527D2 - NASSET-WINNEBIEK COMPLEX, 12 TO 18 PERCENT SLOPES	1.8	20-50%	50-88%	0-28%
MODERATELY ERODED				

NRCS SOIL MAP AND SOIL SURVEY INCLUDED IN PROJECT DRAINAGE REPORT. AVAILABLE TO CONTRACTOR UPON REQUEST

DESCRIPTION OF RECEIVING WATERS (LOCATED WITHIN 1-MILE):

RECEIVING WATERS: SURFACE WATERS WHICH WILL RECEIVE STORM WATER FOR THE SITE WITHIN 1 MILE OF PROJECT BOUNDARY ARE LISTED. INCLUDE WATERS SHOWN ON USGS 7.5 MINUTE QUAD AND ALL WATERS IDENTIFIED IN APPENDIX A OF THE PERMIT.

NAME OF WATER BODY	TYPE (DITCH, POND, WETLAND, LAKE, ETC.)	SPECIAL OR IMPAIRED WATER?
MASTEN CREEK	STREAM	NO

ADDITIONAL BMPs TOGETHER WITH ENHANCED RUNOFF CONTROLS ARE REQUIRED FOR DISCHARGES TO SPECIAL OR IMPAIRED WATERS WITHIN 1 MILE OF THE SITE. (SEE APPENDIX A OF THE PERMIT)

THE MASTEN CREEK, IS LOCATED WITHIN THE 1-MILE RADIUS OF THE SITE LOCATED RUNNING ON THE SOUTH AND EAST SIDE OF THE SITE RUNNING NORTH.

DESCRIPTION OF IMPAIRED WATERS OR WATER SUBJECT TOTAL MAXIMUM DAILY LOADS (TMDL): A SPECIAL AND IMPAIRED WATERS SEARCH WAS COMPLETED USING THE MPCA SEARCH ENGINE (HTTP://PCA-CIS02.PCA.STATE.MN.US/CSWINDEX.HTML) AND THE CONSTRUCTION STORMWATER SPECIAL AND IMPAIRED WATERS SEARCH ON 11/7/2019. BASED ON THIS REVIEW, THE MASTEN CREEK ON THE SOUTH AND EAST SIDE OF THE SITE HAS NO SPECIAL OR IMPAIRED WATERS (WITH CONSTRUCTION-RELATED IMPAIRMENTS) LOCATED WITH ONE MILE OF, AND DOWNSTREAM OF ANY PROJECT DISCHARGE POINTS.

CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED
 CONSTRUCTION PHASING/STAGING:
 THERE IS NO CONSTRUCTION PHASING OR STAGING DEFINED BY THE OWNER FOR THIS PROJECT.

BUFFERS
 A SURFACE WATER IS NOT LOCATED WITHIN 50' OF THE PROJECT'S EARTH WORK DISTURBANCE LIMIT.

AREAS NOT TO BE DISTURBED
 ALL AREAS OUTSIDE OF THE GRADING LIMITS ON THE GRADING & EROSION CONTROL PLAN WILL NOT BE DISTURBED

ENVIRONMENTALLY SENSITIVE AREAS
 STEEP SLOPES:

CONTAMINATED PROPERTIES: THE MPCA'S "WHAT'S IN MY NEIGHBORHOOD" DATABASE (PCA-GIS02.STATE.MN.US/WIN2/INDEX.HTML) WAS REVIEWED ON 11/7/2019. THE RESULTS OF THIS REVIEW SHOWED NO KNOWN CONTAMINATED PROPERTIES OR LEAK SOURCES LOCATED WITHIN AND ADJACENT TO THE PROJECT LIMITS.

CONTAMINATED SOILS: IF CONTAMINATED SOILS ARE DISCOVERED DURING GRADING OPERATIONS, THE CONTRACTOR MUST IMMEDIATELY SUSPEND WORK AND NOTIFY THE ENGINEER AND OWNER.

STORMWATER POLLUTION MITIGATION MEASURES (AS IDENTIFIED FROM ENVIRONMENTAL REVIEW): NO FORMAL ENVIRONMENTAL REVIEW WAS REQUIRED FOR THIS PROJECT; THEREFORE, NO ADDITIONAL STORMWATER-RELATED MITIGATION MEASURES APPLY.

KARST AREAS: THERE ARE NO KNOWN KARST AREAS LOCATED WITHIN THE PROJECT LIMITS. THERE ARE KNOWN KARST FEATURES LOCATED WITHIN THE AREA, THE CONTRACTOR SHOULD BE AWARE OF THE POSSIBILITY OF DEEP KARST REGIONS AND THAT SINKHOLE FORMATION LOOK LIKE, IF SINKHOLE CONDITIONS ARE NOTED, THE CONTRACTOR SHALL IMMEDIATELY SUSPEND OPERATION AND CONTACT A GEOTECHNICAL ENGINEER.

FISH EXCLUSION DATES: PROJECT ACTIVITIES ARE NOT PROPOSED WITHIN ANY DNR WATERBODIES. FISH EXCLUSION DATES DO NOT APPLY TO HIS PROJECT.

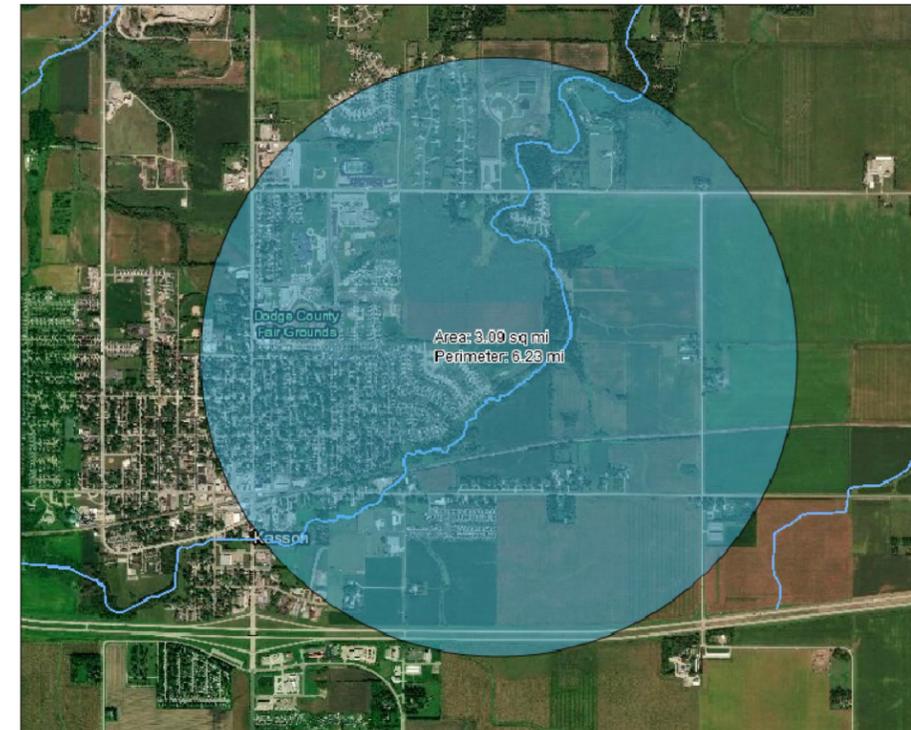
AQUATIC INVASIVE SPECIES: ALL IN-STREAM AND DEWATERING EQUIPMENT SHALL BE DECONTAMINATED OF ALL AQUATIC PLANTS AND PROHIBITED INVASIVE SPECIES PRIOR TO USING WITHIN SURFACE WATERS ON-SITE AND TRANSPORTING OFF-SITE. ALL DECONTAMINATION ACTIVITIES SHALL MEET THE CHAPTER STANDARDS OF THE MINNESOTA DNR'S BEST PRACTICES MANUAL FOR MEETING DNR GENERAL PUBLIC WATERS WORK PERMIT GP 2004-0001.

WETLANDS: THERE ARE NO WETLAND IMPACTS PROPOSED WITHIN THIS PROJECT. DOUBLE ROW SILT FENCE IS REQUIRED ALONG ALL WETLAND AREAS.

INSPECTION, SWPPP AMENDMENTS, RECORD KEEPING, & TRAINING

- THE SWPP CHAIN OF RESPONSIBILITY MUST BE AMENDED BY THE OPERATOR WHEN THE IDENTITY OF RESPONSIBLE SITE OPERATORS (EROSION CONTROL SUPERVISOR, SUB-CONTRACTORS, ETC.) ARE KNOWN.
- THE OPERATOR MUST INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. THE OPERATOR SHALL PROVIDE A RAINFALL GAUGE ON-SITE, WITH ONE MILE OF THE SITE, OR SOURCE OF THE WEATHER REPORTING SYSTEM THAT USES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES, THE LOCATION AND SOURCE OF THE RAINFALL GAUGE OR REPORTING SYSTEM MUST BE DOCUMENTED IN THE FIRST SWPPP INSPECTION REPORT. THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE PER MONTH, IF SITE CONDITIONS MEET PART 11.1.B OF THE NPDES/SDS PROGRAM MNR100001. ALL INSPECTIONS AND MAINTENANCE CONDUCTED MUST BE RECORDED IN WRITING TO THE OPERATOR AND RETAINED WITH THE SWPPP. RECORDS OF EACH INSPECTIONS AND MAINTENANCE ACTIVITY SHALL INCLUDE:

LEGEND	
	DISCHARGE POINTS
	PROJECT AREA
	1 MILE BUFFER
	200 FOOT BUFFER
	POTENTIALLY HIGHLY ERODIBLE LAND
	HIGHLY ERODIBLE LAND
	NATIONAL WETLANDS INVENTORY
	IMPAIRED WATERS
	DNR PUBLIC WATERS
	DITCHES AND STREAMS



LOCATION MAP

(NO SCALE)

- DATE, TIME, AND NAME OF PERSON(S) CONDUCTION INSPECTIONS.
- FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS.
- CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); INCLUDING DOCUMENTATION/PHOTOS OF IMPLEMENTED BMPs INTENDED TO CORRECT A PROBLEM BUY FAILED.
- DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS.
- DOCUMENTATION OF CHANGES MADE TO THE SWPPP.
- SWPPP AMENDMENTS AND SITE PLANS WILL BE PREPARED BY THE OPERATOR AND SUBMITTED THE THE OWNER FOR REVIEW AND WRITTEN APPROVAL BY THE PROJECT OWNER (OR DESIGNATED REPRESENTATIVE). ALL OWNER ACCEPTED AND DENIED SWPPP AMENDMENTS AND SITE PLANS MUST BE RECORDED IN WRITING RETAINED WITH THE SWPPP.
- THE SWPPP SHALL BE AMENDED TO INCLUDE ADDITIONAL OR MODIFIED BMPs, DESIGNED TO CORRECT IDENTIFIED PROBLEMS OR ADDRESS SITUATIONS (UNDER PART 6.1-6.4 OF THE NPDES/SDS PROGRAM MNR100001), PRIOR TO CONDUCTION SPECIFIC STAGES/PHASES OF THE PROJECT, AS REQUIRED BY THE OWNER AND DEFINED IN THIS PROJECT SWPPP.
- THE SWPPP (ORIGINAL OR COPIES), ALL CHANGES TO THE SWPPP, PROJECT MANUAL AND INSPECTIONS/MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE OPERATOR WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN THE FIELD OFFICE OR ON-SITE VEHICLE DURING NORMAL WORKING HOURS.
- THE OPERATOR MUST ASSIGN A TRAINED INDIVIDUAL(S) (PURSUANT TO PART 5.20-5.21 OF THE NPDES/SDS PROGRAM MNR100001) TO OVER SEE THE IMPLEMENTATION, MAINTENANCE, AND REPAIR OF BMPs. THIS INDIVIDUAL(S) SHALL ALSO PERFORM INSPECTIONS, REVISE/AMEND THE SWPPP (DOCUMENT IN SWPPP AS NECESSARY), AND BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE PERMITTED OWNER (OR ITS DESIGNEE), LOCAL GOVERNMENT UNITS, OR MPCA.

CONSTRUCTION ACTIVITY NOTES:

CONSTRUCTION SEQUENCE:

- INSTALL EROSION CONTROL MEASURES
- INSTALL SANITARY & WATER SERVICES
- INSTALL STORM SEWER
- INSTALL PAVEMENTS/ROAD BASE/CURBS/GUTTER
- INSTALL SEED MIXTURES/EROSION CONTROL BLANKET
- FLUSH STORM SEWER
- REMOVE EROSION CONTROL MEASURES ONLY AFTER ALL PAVEMENTS HAVE BEEN INSTALLED AND ALL SOILS HAVE BEEN STABILIZED.
- PROPERTY OWNERS ARE RESPONSIBLE LONG TERM AND/OR ON GOING BMPs FOR EACH PROPERTY/LOT

SPECIFIC REQUIREMENTS:

THE CONTRACTOR MUST IDENTIFY AN EROSION CONTROL SUPERVISOR (ECS) WHO IS KNOWLEDGEABLE AND EXPERIENCE IN THE APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs). THE ECS MUST WORK WITH THE PROJECT ENGINEER TO OVERSEE AND IMPLEMENT THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMPs BEFORE, DURING AND AFTER CONSTRUCTION. THE CONTRACTOR/ECS IS REQUIRED TO COMPLY WITH THE TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE NPDES/SDS PROGRAM MNR100001.

THE CONTRACTOR/ECS SHALL DEVELOP A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE PROJECT SITE HAS UNDERGONE FINAL STABILIZATION IN ACCORDANCE WITH PART IV.G OF THE NPDES PERMIT AND A NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA IN ACCORDANCE WITH PART ILC OF THE NPDES PERMIT.



P.O. BOX 100
 KASSON, MN 55944
 PH. NO. 507-634-4505

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.

Les Conway
 Les Conway

23292 01/03/20
 Number Date

REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
 CITY OF KASSON, DODGE COUNTY, MINNESOTA
 SWPPP

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: _____ NONE
 DATE: _____ 01/03/20
 DRAWN BY: _____ T.A.C.
 JOB NUMBER: _____ 019-19007
 DWG. FILE: _____

19-19007CG-SWPPP01.dwg

SPECIFIC REQUIREMENTS: (CONTINUED)

THE CONTRACTOR/ECS MUST ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCH IN 24 HOURS. THE CONTRACTOR SHALL TAKE ACTION TO ELIMINATE ANY DEFICIENCIES FOUND DURING THESE INSPECTIONS AND CONTACT THE MPCA IF CONTAMINATED STORMWATER HAS REACHED ANY SURFACE WATER. THE CONTRACTOR MUST PROVIDE TWO (2) RAIN GAUGES TO BE INSTALLED ON THE CONSTRUCTION SITE. INSPECTIONS, MAINTENANCE AND DOCUMENTATION MUST BE IN ACCORDANCE WITH THE NPDES PERMIT PART IV.E. SEE PART III.D OF THE NPDES PERMIT FOR RECORD RETENTION REQUIREMENTS. COPIES OF THE INSPECTION RECORDS ARE TO BE SUBMITTED TO THE ENGINEER. DRAINAGE CALCULATIONS ARE RETAINED IN THE PROJECT DESIGN FILE.

THE CONTRACTOR/ECS OR PROJECT ENGINEER MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT PROBLEMS OR ADDRESS SITUATIONS IN ACCORDANCE WITH PART 6.1-6.4 OF THE NPDES/SDS PROGRAM MNR100001.

SEDIMENT CONTROL PRACTICES:

THE CONTRACTOR/ECS IS RESPONSIBLE FOR THE SEDIMENT CONTROL PRACTICES CONTAINED IN PART IV.C OF THE NPDES PERMIT. SEDIMENT CONTROL PRACTICES MUST BE INSTALLED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THERE SHALL BE NO UNBROKEN SLOPE LENGTH GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER. THESE PRACTICES MUST REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH PART 9.1 TO 9.8 OF THE NPDES PERMIT.

PREMIER CONTROL BMPS SHALL BE INSTALLED ON ALL DOWN GRADIENT PERIMETERS AND UP GRADIENT OF ANY BUFFER AREA, PRIOR TO INITIATING UP GRADIENT LAND DISTURBANCE ACTIVITIES. UPLAND PERIMETER CONTROLS BMPS SHALL BE PLACED AS CLOSE AS POSSIBLE TO FOLLOW A SINGLE CONTOUR ELEVATION. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR MAINTAINED WHEN THEY REMOVE NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 THE HEIGHT OF THE FENCE. ALL REPAIRS MUST BE COMPLETED BY THE END OR THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS. FLOATING SILT CURTAIN SHALL BE INSTALLED AS CLOSE TO THE SHORELINE AS POSSIBLE FOR SHORELAND-IN-WATER SHORT-TERM CONSTRUCTION ACTIVITIES. AFTER THE SHORT-TERM ACTIVITY IS COMPLETE, AN UPLAND PERIMETER CONTROL MUST BE INSTALLED IF EXPOSED SOILS CONTINUE TO DRAIN TO THE SURFACE WATER.

SURFACE WATERS INCLUDING OFF-SITE AND DOWNSTREAM DRAINAGE DITCHES, CATCH BASINS, AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. THE REMOVAL AND STABILIZATION OF EXPOSED SOILS MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OF PHYSICAL ACCESS CONSTRAINTS. IF PERMITTEES ARE RESPONSIBLE FOR CONTRACTING ALL LOCAL, REGIONAL, STATE, AND FEDERAL AGENCIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.

IF THE DOWN GRADIENT TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UP GRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS MUST BE INSTALLED TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES.

ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MY BE REMOVED IF A SPECIFIC SAFETY CONCERN HAS BEEN IDENTIFIED AND THE PROCEDURE IN PART 9.6-9.8 OF THE NPDES/SDS PROGRAM MNR100001 IS FOLLOWED.

TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUIT AND DITCHES UNLESS THERE IS A BYPASS FOR STORMWATER.

VEHICLE TRACKING OF SEDIMENT FROM THE CONSTRUCTION SITE MUST BE MINIMIZED BY BMPS SUCH AS STONE OR WOOD CHIP PADS, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING WITH COLLECTION MUST BE USED IF SUCH BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FORM BEING TRACKED ON TO THE STREET (SEE PART 9.11-9.12 OF THE NPDES/SDS PROGRAM MNR10000).

DEWATERING RELATED TO THE CONSTRUCTION ACTIVITY MUST COMPLY WITH PART 10.1-10.5 OF THE NPDES/SDS PROGRAM MNR10000. DEWATERING DISCHARGE THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE AND BMPS MUST BE IMPLEMENTED TO PREVENT WATER CONTAINING SEDIMENT OR OTHER POLLUTANTS FROM BEING DISCHARGED TO A WATER OF THE STATE. CONTRACTOR MAY CONSTRUCT TEMPORARY SEDIMENTATION BASINS IN ACCORDANCE WITH PART 14.1-14.10 OF THE NPDES/SDS PROGRAM MNR10000.

EROSION PREVENTION PRACTICES:

THE CONTRACTOR/ECS IS RESPONSIBLE FOR THE EROSION PREVENTION PRACTICES CONTAINED IN PART IV.B OF THE NPDES PERMIT. THE CONTRACTOR/ECS MUST PLAN FOR AND IMPLEMENT APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (MARKED) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS.

CONSTRUCTION OF SILT FENCE AND ALL OTHER EROSION CONTROL MEASURES SHALL BE COMPLETE BEFORE OTHER CONSTRUCTION ACTIVITY OCCURS.

USE PHASED CONSTRUCTION WHENEVER PRACTICAL AND ESTABLISH TURF AS SOON AS POSSIBLE TO MINIMIZE SEDIMENT TRANSPORT.

THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER RAIN EVENTS FOR DAMAGE TO EROSION CONTROL DEVICES. IF DAMAGED OR INEFFECTIVE EROSION CONTROL DEVICES ARE DISCOVERED, THEY SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS, WHICH INCLUDE DATE AND TIME OF INSPECTIONS, DATES OF RAINFALL EVENTS, RAINFALL AMOUNT, FINDINGS OF INSPECTIONS, CORRECTIVE ACTIONS TAKEN (INCLUDING DATES AND TIMES), AND DOCUMENTATION OF ANY CHANGES TO THE TEMPORARY OR PERMANENT EROSION CONTROL PLANS MADE DURING CONSTRUCTION.

ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED BUT IN NO CASE LATER THAN THE FOLLOWING:

TYPE OF SLOPE OR DISTURBANCE AREA	TIME AREA CAN REMAIN OPEN WITHOUT BEING ACTIVELY WORKED	
	NORMAL WATER	SPECIAL/IMPAIRED WATER
STEEPER THAN 3:1	14 DAYS	7 DAYS
10:1 TO 3:1	14 DAYS	7 DAYS
FLATTER THAN 10:1	14 DAYS	7 DAYS
DITCHES	14 DAYS	7 DAYS
PIPE ENDS	1 DAY	1 DAY
WITHIN 200 FEET OF SURFACE WATER	1 Day	1 Day

THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE CONSTRUCTION SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE DISCHARGE INTO ANY SURFACE WATER. STABILIZATION MUST BE COMPLETE WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

RAPID STABILIZATION METHOD #1: THIS METHOD SHALL CONSIST OF TYPE 1 MULCH (2 TON PER ACRE) WITH DISC ANCHORING BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 14 DAYS. THIS METHOD SHALL BE USED ON SLOPES OF 3:1 AND LESS. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

RAPID STABILIZATION METHOD #2: THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREA WITHIN 200 FEET OF SURFACE WATERS, TO PREVENT OFF SITE SEDIMENTATION AND OR TO COMPLY WITH PERMIT REQUIREMENTS. INSTALL PER MNDOT SPECIFICATIONS 2575.3N.

RAPID STABILIZATION METHOD #3: THIS METHOD SHALL CONSIST OF CATEGORY 3 EROSION CONTROL BLANKET (NATURAL NET ONLY) IN COMBINATION WITH MNDOT SEE MIX 22-111 (2 LBS PER 100 SQ. YD.) AND TYPE 3 SLOW RELEASE FERTILIZER (8LBS PER 100 SQ. YD.) THIS IS AN ACCEPTABLE BMP FOR DISTURBED AREAS ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS, SURFACE WATERS, AND WITHIN THE LAST 200 FEET OR DITCH BOTTOMS.

EROSION PREVENTION PRACTICES:

SOD/SEED MIX: MNDOT SEED MIX AND/OR SOD WITH APPROPRIATE MNDOT FERTILIZER WILL BE USED AS PERMANENT COVER FOR ALL EXPOSED GROUND AREAS PER MANUFACTURERS SPECIFICATIONS.

EROSION CONTROL BLANKET: A MNDOT CLASSIFIED EROSION CONTROL BLANKET SHALL BE ADDED IN COMBINATION WITH SEED MIX/FERTILIZER TO ALL AREAS SLOPED AT 3:1 OR GREATER, HIGH PRIORITY AREAS, AS WELL AS IN OR NEAR DITCH BOTTOMS TO ESTABLISH PERMANENT EROSION CONTROL.

TEMPORARY WINTER COVER: AREAS OF EXPOSED SOILS THAT ARE NOT COMPLETED BEFORE THE WINTER WILL BE STABILIZED WITH TYPE #3(CERTIFIED AS WEED FREE) ADJACENT TO WETLAND OR STORMWATER PONDS. ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH TYPE #1 MULCH, UNLESS ALTERNATIVE MORE PROTECTIVE BMPS ARE SPECIFIC WITHIN THE SWPPP. ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE CONSTRUCTION IS COMPLETED FOR THE SEASON.

PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

NOTE
SEED SHALL BE MNDOT MIXTURE 260 AND SHALL BE PLACED IN ACCORDANCE WITH MNDOT 2575. SEED SHALL MEET MNDOT SPECIFICATION 3876. SEED SHALL BE APPLIED AT A RATE OF 100 LBS/ACRE. MULCH SHALL BE MNDOT TYPE 1 MULCH. MULCH SHALL BE APPLIED AT A RATE OF 2.0 TONS/ACRE. MULCH SHALL BE DIS ANCHORED. FERTILIZER SHALL BE APPLIED TO SEEDED AREAS AS INCIDENTAL TO SEEDING. FERTILIZER SHALL BE A 22-5-10 (%N-P-K) APPLIED AT A RATE OF 300 LBS/ACRE.

CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER CONTAMINATION:

POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE: SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPORT/EXPORT OPERATIONS, REMOVAL/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT REMOVALS/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION, BASIC/ACIDIC PH LEVELS FROM CURB AND GUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY APRONS, FOUNDATIONS, BRIDGE ABUTMENTS, WET/DRY PAVEMENT CUTTING, MASONRY WASHOUT/CLEANOUT, EXCESS NUTRIENTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING, HYDROCARBONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CUTTING.

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE PART 12.1-12.8 OF THE NPDES/SDS PROGRAM MNR10000. IN ADDITION, THE OPERATOR WILL COMPLY WITH STATE RULE 7011.0150 ON DUST PREVENTION REQUIREMENTS. OPERATOR WILL SUBMIT A SPILL PREVENTION AND RESPONSE PLAN (SPRP) TO THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY. STORAGE AND DISPOSAL OF CONSTRUCTION AND HAZARDOUS WASTES MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

TEMPORARY/PERMANENT DRAINAGE DITCHES & SWALES: THE NORMAL WETTED PERIMETER (2-YEAR, 24-HOUR PRECIPITATION EVENT) OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH, CHANNEL, OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN THE LAST 200 LNER FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITH 24 HOURS OF CONNECTION. THE REMAINING PORTIONS OF THE CHANNEL MUST BE STABILIZED WITHIN 14 DAYS. ALL STORMWATER CONVEYANCE CHANNELS MUST USE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES WITH AND ALONG THE LENGTH OF THE CHANNEL AND AT ANY OUTLETS. TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A TEMPORARY SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM MULCH, HYDROMULCH, TACKIFIER, OR POLYARCRYLAMIDE BELOW THE WETTED PERIMETER OF A DITCH, SWALE, OR OTHER SURFACE WATER CONVEYANCE ARE NOT ACCEPTABLE STABILIZATION.

STACKPILES SHOULD BE CONSTRUCTED AWAY FROM SLOPES AND NATURAL DRAINAGE WAYS.

COLLECTED SOLID WASTE (SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS) AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS

NO CONSTRUCTION MATERIALS CAN BE BURIED ON SITE.

LICENSED SANITARY WASTE MANAGEMENT HANDLER MUST DISPOSE OF SANITARY WASTE.

CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER AND MUST BE PERFORMED IN ACCORDANCE WITH PART 12.9 OF THE NPDES/SDS PROGRAM MNR10000.

FERTILIZERS MUST BE STORED IN COVERED LOCATIONS.

RESTRICTED ACCESS TO CHEMICAL STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM.

ALL CHEMICALS MUST BE STORED IN LOCKED CONTAINERS WHEN NOT IN USE.

SPRAY GUNS MUST BE CLEANED ON REMOVABLE SURFACES SUCH AS TARPULINS.

CONTRACTOR/EROSION CONTROL SUPERVISOR MUST MAKE A SPILL RESPONSE PLAN BEFORE THE APPLICATION OF ANY CHEMICAL THAT MAY BE HARMFUL TO THE ENVIRONMENT.

ALL SPILLS MUST BE REPORTED IMMEDIATELY. SPILL CLEANUP MATERIALS MUST BE AVAILABLE ON SITE. MATERIAL SHALL INCLUDE, BUT NOT LIMITED TO, BROOMS, MOPS, RAGS, GLOVES, ABSORBENT MATERIAL, SAND PLASTIC AND METAL CONTAINERS. SPILLS THAT REACH STORM WATER CONVEYANCE SYSTEMS CONNECTED TO A WATER OF THE STATE MUST BE IMMEDIATELY REPORTED TO THE MPCA STATE DUTY OFFICER.

CONTRACTOR MUST CONTROL WEEDS ON THE ENTIRE PROJECT SITE.

OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE.

STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

VEHICLES MUST BE MONITORED FOR LEAKS AND PREVENTATIVE MAINTENANCE SCHEDULED.

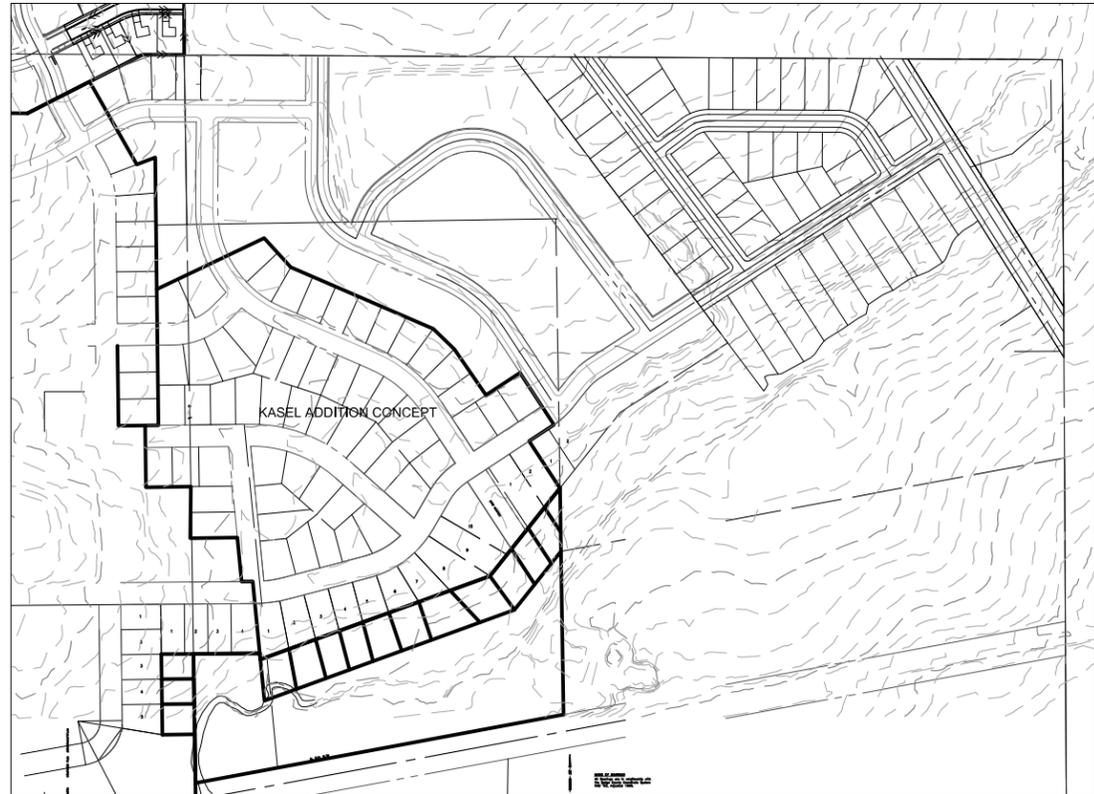
SPILL KITS MUST BE AVAILABLE DURING EQUIPMENT FUELING AND MAINTENANCE OPERATIONS.

EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

ASPHALT SUBSTANCES MUST BE APPLIED ACCORDING TO MANUFACTURES RECOMMENDATIONS.

FORM RELEASE OIL MUST BE APPLIED OVER A PALLET COVERED WITH ABSORBENT MATERIAL TO COLLECT EXCESS FLUID. THE ABSORBENT MATERIAL SHALL BE REPLACED WHEN SATURATED.

DUST CONTROL: THE CONTRACTOR IS REMINDED TO READ AND UNDERSTAND THE FOLLOWING MINNESOTA RULE 7011.0150 AND THE FOLLOWING: NO PERSON MY CAUSE OR PERMIT THE HANDLING, TRANSPORTING OR STORING OF ANY MATERIAL IN A MANNER WHICH ALLOWS OR MANY ALLOW CONTROLLABLE PARTICULATE MATTER TO BECOME AIRBORNE. EXCEPT AS OTHERWISE PROVIDED, THE CONTRACTOR MAY NOT CAUSE NOR PERMIT THE CONSTRUCTION, REPAIR, DEMOLITION, OR USE OF UNPAVED OR UNTREATED AREAS WITHOUT FIRST PUTTING INTO EFFECT AN ONGOING PROGRAM USING THE BEST PRACTICAL METHODS TO PREVENT PARTICULATE MATTER FORM BECOMING AIRBORNE. DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET SWEEPING AND/OR USING A MOBILE PRESSURE-TYPE DISTRIBUTOR TRUCK TO APPLY POTABLE WATER TO DISTURBED AREAS. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND PONDING.



LOCATION MAP
(NO SCALE)



P.O. BOX 100
KASSON, MN 55944
PH. NO. 507-634-4505

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.

Les Conway
Les Conway

23292 01/03/20
Number Date

REV.	DATE	DESCRIPTION

BLAINE'S FOURTEENTH SUBDIVISION
CITY OF KASSON, DODGE COUNTY, MINNESOTA
SWPPP

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

SCALE: _____ NONE
DATE: _____ 01/03/20
DRAWN BY: _____ T.A.C.
JOB NUMBER: _____ 019-19007
DWG. FILE: _____

1/2/2020 3:22:39 PM

PROJECT LAND USE SUMMARY:

Item	Area (ac)
Parcel Identification Number	N.A.
Parcel Area	11.88
Disturbed Area	13.00
Pre-development Impervious Area	0.00
Pre-development Pervious Area	11.88
Post-development Impervious Area	1.38
Post-development Pervious Area	10.50
Proposed New Impervious Area	1.38



ATTACHMENT 5

RECOMMENDATIONS FROM PLANNING & ZONING COMMISSION

Preliminary Plat

The Planning and Zoning Commission recommends to City Council preliminary approval of the plat, with the following conditions:

1. The following changes shall be made to the preliminary plat:
 - a. The areas immediately north and south of Masten Creek shall be put into a single outlot which will be owned by the City; this outlot shall have a drainage and utility easement over its entirety; this outlot shall extend to the northern edge of the Sewer Easement on the north side of Masten Creek The applicant continues to show the parcels of Block 4, Lots 1-10 going all the way to the middle of the creek. Through discussion with City Staff, the applicant decided not to include an outlot unless compensation from the City could be assured. If the Council wants to proceed with the lots as shown by the applicant in the updated Preliminary Plat, staff suggest that the entire area including the Sewer Easement and the entirety of the Floodplain be put under an environmental conservation easement, which would include a maintenance agreement, tying maintenance of the area to the property owners. This maintenance agreement would also compensate any work performed by the City to maintain the area for flooding purposes.
 - i. All residential parcels on Block 4 shall have their lot areas recalculated; no residential parcel shall be less than 7,920 square feet As indicated above, the applicant did not create a new outlot, so the lot areas of Block 4, Lots 1-10 continue to meet the R-1 minimum lot size requirement
 - b. The preliminary plat shall show the location south of Masten Creek where usable land shall be dedicated for future trail usage and this usable land shall be shown as its own outlot or within the outlot required in item 1.a above Complete
 - i. Such “useable” area shall have slopes that are flat enough to accommodate a 10-foot wide trail and the surrounding right-of-way, as determined by the City Engineer
 - ii. The trail shall connect to the trail easement shown on Kasel 1st Addition The connection to the Kasel 1st Addition would need to include a portion of the parcel to the south (PID No. 240340701) which was part of the applicant’s General Development Plan, but not the Preliminary Plat
 - c. The applicant shall submit a certificate of survey of the existing properties to be subdivided. This survey shall include:

- i. Boundaries and labels of existing parcels to be subdivided **Complete**
 - ii. Delineated wetlands **Not complete**
 - iii. Labeled 100-year floodplain and elevation cross section, and their source **Not Complete: source of 100-year floodplain elevations not provided**
 - d. The preliminary plat shall be expanded to show the subdivision of the entirety of PID No. 240340700; if the subdivision includes PID No. 240340701, that shall be included as well.
 - i. Any portion of the site not included as residential lots, right of way, dedicated open space, or stormwater outlots shall be labeled as land for future subdivision and designated as outlots **Complete**
 - ii. If these outlots are proposed for future subdivision, a label indicating such shall be included under the outlot name **Not Complete**
 - e. Lot widths at the building line shall be provided **Not Complete**
 - i. No residential parcel shall have a lot width at the building line be less than 66 feet
 - f. Yard setback lines shall be shown for all residential parcels; this shall show the buildable area of all residential parcels **Not Complete**
 - g. The Regulatory Flood Protection Elevation of Masten Creek shall be added to all areas within or adjacent to the floodplain **Not Complete**
 - h. Drainage and utility easements shall be shown for each residential parcel, including a drainage and utility easement for the rear yard **Not Complete**
 - i. All existing labels of "Utility Easement" or "U.E." shall be revised to read "Drainage and Utility Easement" or "D&U" **Applicant has included notation of U.E = Utility Easement and D.E. = Drainage Easement**
 - j. The proposed 10 foot utility easement shown on Outlot "A" shall be revised to show the entirety of the outlot under the easement, by relabeling the "Drainage easement" as "Drainage and Utility Easement" **Not Complete**
 - k. The existing 10 foot utility easement along the westerly boundary line of Blaine's 12th shall be labeled. **Complete**
 - l. The easement for the existing 18" sanitary sewer main shall be labeled on the plat **Complete**
 - m. Existing storm, water and sanitary sewer adjacent to the proposed development shall be added to the plat **Complete**
 - n. A stormwater easement conforming substantially with the lines of the water course shall be provided for the portion of Masten Creek that traverses through the subject property **Not needed if the applicant shows a drainage and utility easement from the existing sewer easement to the regulatory flood elevation to the south**
 - o. The label "PARKWAY DR. AVE. N.E. (FUTURE) DESIGN BY OTHERS" shall be changed to read "(FUTURE PARKWAY)". **The applicant has changed the notation to "PARKWAY DRIVE AVE. N.E. (FUTURE POSSIBLE)**
2. The following changes shall be made to the Preliminary Construction Plans: **The applicant has not submitted updated Preliminary Construction Plans, as they were working with Staff on the layout of the Preliminary Plat recently.**

- a. The applicant shall submit a Wetland Delineation Report for the site
 - b. The applicant shall submit a Grading and Drainage Plan for the site
 - i. The Plan shall show proposed grading contours of the site, with contours no less than 2-foot
 - ii. The Plan shall show soil and sedimentation control measures for construction as well as permanent measures
 - iii. The Plan shall address the grading of the areas with steep slopes on Block 1 Lots 6-11, Block 3 Lots 9-11, Block 4 Lots 5-8, as well as the right-of-way for 3rd Street NE
 - iv. The Plan shall preserve the steep slopes around Masten Creek and shall indicate measures for soil and sedimentation control for the Creek
 - v. The Plan shall be reviewed by the City Engineer
 - c. The proposed 20 foot easement for the sewer main between Lots 4 and 5, Block 4 shall be increased to 40 feet due to the depth of the proposed sewer main. This may affect the layout of the adjacent lots.
 - d. Other changes as indicated by the City Engineer in their letter to the City Administrator dated December 4, 2019, as drawn on the plans attached to the letter.
3. The following shall be provided with the final plat submittal:
- a. Any covenants or deed restrictions shall be provided with the final plat submittal
 - b. An updated name for 6th Street NE/14th Avenue NE; only one name shall be accepted for the street
 - i. The naming of the street shall be approved by the Public Works Director, the City Fire Chief, and the City Chief of Police
 - c. The applicant shall work with the City Engineer to determine if additional right of way will be required at the bridge crossing of the future parkway over Masten Creek. The final plat should reflect the needed right of way, as well as ensure that no resulting residential lots are less than 7,920 square feet
 - d. Final Construction Plans including the following conditions:
 - i. Hydrant locations and spacing shall be reviewed by the City Fire Chief.
 - ii. The wet pond shall be sized to provide rate control for the 2 year, 10 year and 100 year Atlas 14 design storms for the post development condition to equal or less than pre development conditions for the tributary portions of Blaine's Twelfth and Blaine's Fourteenth. The improvements associated with the future Parkway through the subject property shall also be included in the pond sizing. The wet pond shall also be designed to comply with NPDES permit requirements.
 - iii. Removed hydrants shall be salvaged to the City.
 - iv. All sidewalks shall be 5 feet wide; all trails shall be 10 feet wide
 - v. The pipe crowns for differing storm sewer pipes sizes shall be aligned at manhole junctions.
 - vi. The vertical alignment for the Parkway shall be extended to a point south of Masten Creek. The vertical alignment and bridge sizing will have to be reviewed for coordination of the future bridge crossing.

- vii. The Developer shall acquire an easement from the adjoining property to the north and moving the temporary turnaround for 13th Avenue NE to the north, or shall update the current driveway access for Lots 1 and 2, Block 1 as the temporary turnaround likely makes these lots unbuildable.

This recommendation is based on the following findings of fact:

1. The proposed preliminary plat, with conditions, is consistent with the Comprehensive Plan and policies of the City of Kasson.
2. The physical characteristics of the site are suitable for the type of development and use being proposed.
3. The proposed development will not negatively impact the health, safety, or welfare of the community.
4. The proposed preliminary plat, with conditions, gives effective protection to the natural resources of the community, especially ground water and surface waters.

**CITY OF KASSON
RESOLUTION # XX-20**

[DRAFT OPTION A]

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE PROPERTY AT
PID No. 240340700, KNOWN AS BLAINE'S 14TH ADDITION**

WHEREAS, the applicant, Tierra AKA Partnership, represented by Carter Blaine, on November 18, 2019 submitted a request for a Preliminary Plat, for the property at PID No. 240340700; and,

WHEREAS, the subject site is generally located east of 11th Avenue NE at the eastern border of Kasson; and,

WHEREAS, the applicant is proposing to plat the 40.7 acre parcel into 48 single family detached lots and four outlots; and,

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the application;

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

WHEREAS, following the public testimony and report of the technical review, the Planning and Zoning Commission reviewed all relevant information regarding the proposed Preliminary Plat and recommended approval subject to conditions; and,

WHEREAS, the City has considered how the proposed project might affect public health, safety, or welfare and will be imposing conditions upon the approval addressing these considerations; and

WHEREAS, the City Council has studied the practicality of the preliminary plat, taking into consideration the present and future development of the property and the requirements of the Zoning, Subdivision Ordinances, and other official controls.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA that the following findings are hereby adopted regarding the application for a Preliminary Plat for PID No. 240340700, known as Blaine's 14th Addition:

1. The proposed preliminary plat, with conditions, is consistent with the Comprehensive Plan and policies of the City of Kasson.
2. The physical characteristics of the site are suitable for the type of development and use being proposed.
3. The proposed development will not negatively impact the health, safety, or welfare of the community.
4. The proposed preliminary plat, with conditions, gives effective protection to the natural resources of the community, especially ground water and surface waters.

BE IT FURTHER RESOLVED that the Preliminary Plat for PID No. 240340700, known as Blaine's 14th Addition, is hereby approved, subject to the following conditions:

1. The following changes shall be made to the Preliminary Plat drawing, and shall be submitted to the City and approved by the Zoning Administrator prior to the applicant submitting a Final Plat application to the City for the subject site:
 - a. The areas immediately north and south of Masten Creek shall be put into a single outlot which will be owned by the City; this outlot shall have a drainage and utility easement over its entirety; this outlot shall extend to the northern edge of the Sewer Easement on the north side of Masten Creek
 - i. All residential parcels on Block 4 shall have their lot areas recalculated; no residential parcel shall be less than 7,920 square feet
 - b. The trail easement shall connect to the trail easement shown on Kasel 1st Addition
 - c. The applicant shall submit a certificate of survey of the existing properties to be subdivided. This survey shall include:
 - i. Delineated wetlands
 - ii. Labeled 100-year floodplain and elevation cross section, and their source
 - d. Outlots intended for future development shall be labeled as such on the Preliminary Plat under the outlot name
 - e. Lot widths at the building line shall be provided
 - i. No residential parcel shall have a lot width at the building line be less than 66 feet
 - f. Yard setback lines shall be shown for all residential parcels; this shall show the buildable area of all residential parcels
 - g. The Regulatory Flood Protection Elevation of Masten Creek shall be added to all areas within or adjacent to the floodplain
 - h. Drainage and utility easements shall be shown for each residential parcel, including a drainage and utility easement for the rear yard and side yard
 - i. The proposed 10 foot utility easement shown on Outlot "B" shall be revised to show the entirety of the outlot under the easement, by relabeling the "Drainage easement" as "Drainage and Utility Easement"
2. The following changes shall be made to the Preliminary Plat drawing, and shall be submitted to the City and approved by the City Engineer prior to the applicant submitting a Final Plat application to the City for the subject site:
 - a. The applicant shall submit a Wetland Delineation Report for the site
 - b. The applicant shall submit a Grading and Drainage Plan for the site
 - i. The Plan shall show proposed grading contours of the site, with contours no less than 2-foot
 - ii. The Plan shall show soil and sedimentation control measures for construction as well as permanent measures
 - iii. The Plan shall address the grading of the areas with steep slopes on Block 1 Lots 6-11, Block 3 Lots 9-11, Block 4 Lots 5-8, as well as the right-of-way for 3rd Street NE
 - iv. The Plan shall preserve the steep slopes around Masten Creek and shall indicate measures for soil and sedimentation control for the Creek

- v. The Plan shall be reviewed by the City Engineer
 - c. The proposed 20 foot easement for the sewer main between Lots 4 and 5, Block 4 shall be increased to 40 feet due to the depth of the proposed sewer main. This may affect the layout of the adjacent lots.
 - d. Other changes as indicated by the City Engineer in their letter to the City Administrator dated December 4, 2019, as drawn on the plans attached to the letter.
 - 3. The following shall be provided with the final plat submittal:
 - a. Any covenants or deed restrictions shall be provided with the final plat submittal
 - b. An updated name for 6th Street NE/14th Avenue NE; only one name shall be accepted for the street
 - i. The naming of the street shall be approved by the Public Works Director, the City Fire Chief, and the City Chief of Police
 - c. The applicant shall work with the City Engineer to determine if additional right of way will be required at the bridge crossing of the future parkway over Masten Creek. The final plat should reflect the needed right of way, as well as ensure that no resulting residential lots are less than 7,920 square feet
 - d. Final Construction Plans including the following conditions:
 - i. Hydrant locations and spacing shall be reviewed by the City Fire Chief.
 - ii. The wet pond shall be sized to provide rate control for the 2 year, 10 year and 100 year Atlas 14 design storms for the post development condition to equal or less than pre development conditions for the tributary portions of Blaine's Twelfth and Blaine's Fourteenth. The improvements associated with the future Parkway through the subject property shall also be included in the pond sizing. The wet pond shall also be designed to comply with NPDES permit requirements.
 - iii. Removed hydrants shall be salvaged to the City.
 - iv. All sidewalks shall be 5 feet wide; all trails shall be 10 feet wide
 - v. The pipe crowns for differing storm sewer pipes sizes shall be aligned at manhole junctions.
 - vi. The vertical alignment for the Parkway shall be extended to a point south of Masten Creek. The vertical alignment and bridge sizing will have to be reviewed for coordination of the future bridge crossing.
 - e. The Developer shall acquire an easement from the adjoining property to the north and moving the temporary turnaround for 13th Avenue NE to the north, or shall update the current driveway access for Lots 1 and 2, Block 1 as the temporary turnaround likely makes these lots unbuildable.
 - 4. The applicant shall be responsible for payment of all costs associated with the preliminary plat application.

Adopted this 25th day of March, 2020.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

The motion to approve 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: _____.

DRAFT

**CITY OF KASSON
RESOLUTION # XX-20**

DRAFT OPTION B

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE PROPERTY AT
PID No. 240340700, KNOWN AS BLAINE'S 14TH ADDITION**

WHEREAS, the applicant, Tierra AKA Partnership, represented by Carter Blaine, on November 18, 2019 submitted a request for a Preliminary Plat, for the property at PID No. 240340700; and,

WHEREAS, the subject site is generally located east of 11th Avenue NE at the eastern border of Kasson; and,

WHEREAS, the applicant is proposing to plat the 40.7 acre parcel into 48 single family detached lots and four outlots; and,

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the application;

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

WHEREAS, following the public testimony and report of the technical review, the Planning and Zoning Commission reviewed all relevant information regarding the proposed Preliminary Plat and recommended approval subject to conditions; and,

WHEREAS, the City has considered how the proposed project might affect public health, safety, or welfare and will be imposing conditions upon the approval addressing these considerations; and

WHEREAS, the City Council has studied the practicality of the preliminary plat, taking into consideration the present and future development of the property and the requirements of the Zoning, Subdivision Ordinances, and other official controls.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA that the following findings are hereby adopted regarding the application for a Preliminary Plat for PID No. 240340700, known as Blaine's 14th Addition:

1. The proposed preliminary plat, with conditions, is consistent with the Comprehensive Plan and policies of the City of Kasson.
2. The physical characteristics of the site are suitable for the type of development and use being proposed.
3. The proposed development will not negatively impact the health, safety, or welfare of the community.
4. The proposed preliminary plat, with conditions, gives effective protection to the natural resources of the community, especially ground water and surface waters.

BE IT FURTHER RESOLVED that the Preliminary Plat for PID No. 240340700, known as Blaine's 14th Addition, is hereby approved, subject to the following conditions:

1. The following changes shall be made to the Preliminary Plat drawing, and shall be submitted to the City and approved by the Zoning Administrator prior to the applicant submitting a Final Plat application to the City for the subject site:
 - a. The area labeled as an "environmental easement" shall be extended to include the area up to Sewer Easement on Block 4, Lots 1-10 and include the trail easement to the south;
 - i. This area shall be relabeled as having a Utility Easement, a Drainage Easement, and a Conservation/Environmental Corridor Easement
 - b. The areas under the easement described in Condition 1.a., above, that are also located within Block 4, Lots 1-10 shall also be subject to a maintenance agreement for each lot, and this shall be indicated on the preliminary plat
 - c. The areas shown as Outlot "C" and Outlot "E" shall be combined with the area shown as Outlot "D" and renamed.
 - d. The trail easement shall connect to the trail easement shown on Kasel 1st Addition
 - e. The applicant shall submit a certificate of survey of the existing properties to be subdivided. This survey shall include:
 - i. Delineated wetlands
 - ii. Labeled 100-year floodplain and elevation cross section, and their source
 - f. Outlots intended for future development shall be labeled as such on the Preliminary Plat under the outlot name
 - g. Lot widths at the building line shall be provided
 - i. No residential parcel shall have a lot width at the building line be less than 66 feet
 - h. Yard setback lines shall be shown for all residential parcels; this shall show the buildable area of all residential parcels
 - i. The Regulatory Flood Protection Elevation of Masten Creek shall be added to all areas within or adjacent to the floodplain
 - j. Drainage and utility easements shall be shown for each residential parcel, including a drainage and utility easement for the rear yard and side yard
 - k. The proposed 10 foot utility easement shown on Outlot "B" shall be revised to show the entirety of the outlot under the easement, by relabeling the "Drainage easement" as "Drainage and Utility Easement"
2. The following changes shall be made to the Preliminary Plat drawing, and shall be submitted to the City and approved by the City Engineer prior to the applicant submitting a Final Plat application to the City for the subject site:
 - a. The applicant shall submit a Wetland Delineation Report for the site
 - b. The applicant shall submit a Grading and Drainage Plan for the site
 - i. The Plan shall show proposed grading contours of the site, with contours no less than 2-foot
 - ii. The Plan shall show soil and sedimentation control measures for construction as well as permanent measures

- iii. The Plan shall address the grading of the areas with steep slopes on Block 1 Lots 6-11, Block 3 Lots 9-11, Block 4 Lots 5-8, as well as the right-of-way for 3rd Street NE
 - iv. The Plan shall preserve the steep slopes around Masten Creek and shall indicate measures for soil and sedimentation control for the Creek
 - v. The Plan shall be reviewed by the City Engineer
 - c. The proposed 20 foot easement for the sewer main between Lots 4 and 5, Block 4 shall be increased to 40 feet due to the depth of the proposed sewer main. This may affect the layout of the adjacent lots.
 - d. Other changes as indicated by the City Engineer in their letter to the City Administrator dated December 4, 2019, as drawn on the plans attached to the letter.
3. The following shall be provided with the final plat submittal:
 - a. Any covenants or deed restrictions shall be provided with the final plat submittal
 - b. An updated name for 6th Street NE/14th Avenue NE; only one name shall be accepted for the street
 - i. The naming of the street shall be approved by the Public Works Director, the City Fire Chief, and the City Chief of Police
 - c. The applicant shall work with the City Engineer to determine if additional right of way will be required at the bridge crossing of the future parkway over Masten Creek. The final plat should reflect the needed right of way, as well as ensure that no resulting residential lots are less than 7,920 square feet
 - d. Final Construction Plans including the following conditions:
 - i. Hydrant locations and spacing shall be reviewed by the City Fire Chief.
 - ii. The wet pond shall be sized to provide rate control for the 2 year, 10 year and 100 year Atlas 14 design storms for the post development condition to equal or less than pre development conditions for the tributary portions of Blaine's Twelfth and Blaine's Fourteenth. The improvements associated with the future Parkway through the subject property shall also be included in the pond sizing. The wet pond shall also be designed to comply with NPDES permit requirements.
 - iii. Removed hydrants shall be salvaged to the City.
 - iv. All sidewalks shall be 5 feet wide; all trails shall be 10 feet wide
 - v. The pipe crowns for differing storm sewer pipes sizes shall be aligned at manhole junctions.
 - vi. The vertical alignment for the Parkway shall be extended to a point south of Masten Creek. The vertical alignment and bridge sizing will have to be reviewed for coordination of the future bridge crossing.
 - e. The Developer shall acquire an easement from the adjoining property to the north and moving the temporary turnaround for 13th Avenue NE to the north, or shall

update the current driveway access for Lots 1 and 2, Block 1 as the temporary turnaround likely makes these lots unbuildable.

4. The applicant shall be responsible for payment of all costs associated with the preliminary plat application.

Adopted this 25th day of March, 2020.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

The motion to approve 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: _____.

DRAFT

MINUTES OF PLANNING COMMISSION MEETING
December 9, 2019

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

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

THE FOLLOWING WERE ABSENT: Commissioner Torkelson and Commissioner Fitch

THE FOLLOWING WERE ALSO PRESENT: Interim-Administrator Nancy Zaworski, City Clerk Rappe, City Attorney Leth and Les Conway

CALL TO ORDER AT 6:30PM

MINUTES OF THE PREVIOUS MEETINGS – October 14, 2019 – Motion to Approve the Minutes as presented by Commissioner Burton, second by Commissioner Zelinske with All Voting Aye.

Bigelow has requested an extension of the 60 day rule to 120 days and to move their public hearings to January.

PUBLIC HEARING FOR BLAINE'S 14TH GENERAL DEVELOPMENT PLAN: - Interim Administrator Zaworski shared Engineer comments and staff review comments. This plat involves going to the comprehensive plan for reference and guidance for greenspaces and roadways. This tells us where roadways and trails should be. The Engineer is concerned with the cost of building the parkway and that this would be in the development agreement. Zaworski also consulted Hoisington-Koegler as a planning consultant and they concurred with the Engineer and Staff to designate area on the north and south side of the creek to the City and that the out lots be left in a natural state.

Public hearing opened

Les Conway, WSE Massey Engineering and Survey – Mr. Conway handed out a Supreme Court ruling that may apply to this. Mr. Conway believes that the City could not enforce Engineer's comments 5, 6, 7 and 13 and they cannot be written into the Development Agreement.

Mr. Conway pointed out that the out lots would have to be procured by the City. Attorney Leth asked what the developer wants. Mr. Conway stated that there could be some offset of parkland fees and storm water charges going back to 2003 for some of the other Blaine's subdivisions. Mr. Conway stated that they are making the retention pond to the east large enough to handle all of the latest Blaine's subdivisions. Zaworski added that an additional request of combining all of the back of the lots to the creek. Commissioner Burton asked for the distance from front lot to utility easement on 3rd St. Mr. Conway stated about 150 to 160 feet. Understanding the northern line of the sanitary sewer to the south side of the creek will be out lots.

Public Hearing Closed

Commissioner Burton has three reservations; one - our attorney hasn't had an opportunity to review the handout, two - the City is waiting on the floodplain report from the county regarding potential

greenspace, three - we are working on a potential policy at the encouragement of our planning consultant regarding greenspace out lots.

Motion to Table Until the January 13, 2020 Meeting made by Commissioner Burton, second by Commissioner Zelinske with All Voting Aye.

PUBLIC HEARING FOR BLAINE'S 14TH PRELIMINARY PLAT – Interim Administrator Zaworski stated the same comments as already shared.

Public hearing opened

Les Conway stated that the omissions and easements and labels are all doable. The review of the floodplain, the grading plan would show structures on all of the lots, and all houses that will be built on the south side of 3rd St. will be built 5 to 6 feet above the castings. Mr. Conway is comfortable that there won't be a change in the FIRM that would impact this subdivision and that includes the retention pond. They have no problem making the adjustments in the engineer comments for the preliminary plat. Commissioner Zelinske would like Blaine to consider putting backflow preventers as mandatory in the houses along the creek.

Public hearing closed

Attorney Leth commented that this decision is more of a transportation improvement district and disagrees that this precludes the City from requiring at least contribution for the parkway.

Motion to Table Until the January 13, 2020 Meeting made by Commissioner Burton, second by Commissioner Thompson with All Voting Aye.

OTHER – Interim City Administrator Zaworski stated that staff has received sections of the zoning ordinance from Hoisington-Koegler to review. Zaworski will forward these to the Planning Commission in case they have any comments.

OTHER -

ADJOURN 7:09PM

Respectfully Submitted,

Linda Rappe, City Clerk

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 8th 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 16th St NE Kasson. Mr. Bigelow stated that they are willing and can work on all contingencies except the one connecting 12th 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 7th and the new pond on the east that could handle Bigelow 8th and other areas that drain this direction. They propose that Outlot A would be City property. Mr. Conway stated that by not putting 12th 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 12th 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 12th 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 12th 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 8TH 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 8th 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 4th 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 270th 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 750th Hayfield - he is here to support Wilker.

Doug Buck – 300 15th 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. Mr. Borgstrom stated that Domino’s is violating their CUP for the sound barrier on their roof and no one is doing anything about that. 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 8th 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 generally in agreement with the conditions set forth from Wilker pending future clarifications.

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

Commissioner Burton – would like the recommendation for the 12th St easement struck from recommendation along with further clarification related to building structures.

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 14TH GDP – TABLED FROM DECEMBER MEETING – Laura Chamberlain gave background for the Blaine's 14th. 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.

Commissioner Burton 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 13th 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

**CITY OF KASSON
RESOLUTION #**

**RESOLUTION APPROVING AMENDMENT OF
THE FINAL PLAT OF THE
THOMPSON ADDITION**

WHEREAS, Aaron and Sonja Thompson, the owners of the property in question have submitted a request for a Final Plat, and;

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

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

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

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

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

That the said Final Plat Amendment of the Thompson Addition is hereby approved by the City Council of the City of Kasson with the following conditions:

Maintain 30% Green Space
Complete Easement Vacations
Association Documents at Final Plat
Private Drive, Private Water, Private Sewer
Provide Sidewalk along 16th Street at completion or 2022 SRTS; whichever comes first
Restore Pavement to Current Condition
Incorporate Updated Maps and File Appropriate Plat Mylars
City Engineer Review Letter Attached (as amended)

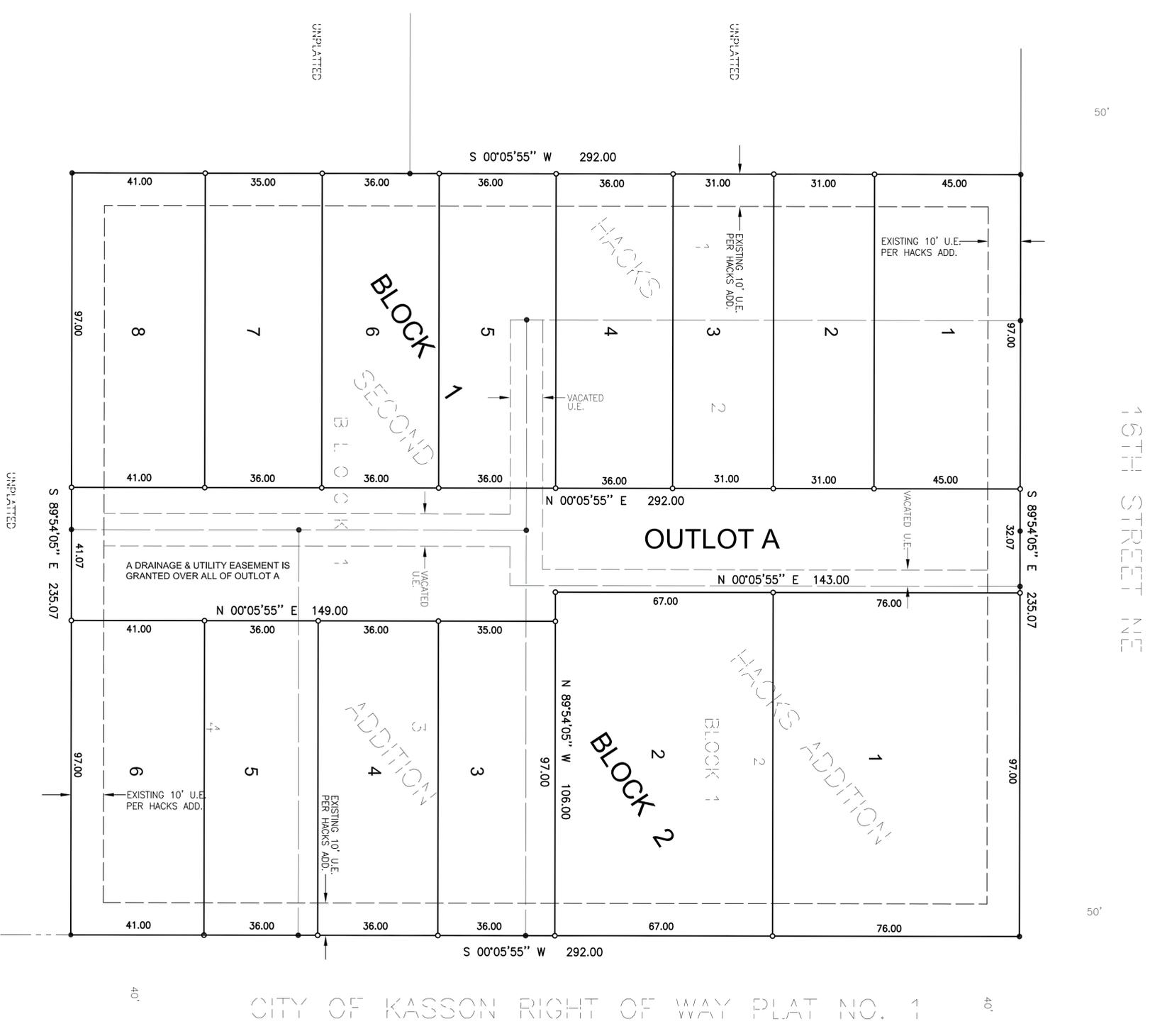
Adopted this 25th day of March 2020.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

THOMPSON ADDITION



CITY OF KASSON RIGHT OF WAY PLAT NO. 1

5TH AVENUE NE

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That 504 Development, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Dodge, State of Minnesota, to wit:

Lots 1,2,3 and 4, Block 1, HACKS 2ND ADDITION, according to the plat thereof, on file in the office of the County Recorder, Dodge County, Minnesota.

AND

The North 152.00 feet of the East 108.00 feet of Lot 2, Block 1, HACKS ADDITION, according to the plat thereof, on file in the office of the County Recorder, Dodge County, Minnesota.

Has caused the same to be surveyed and plotted as THOMPSON ADDITION and do hereby dedicate to the public for public use the drainage and utility easement as created by this plat.

In witness whereof said 504 Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: 504 Development, LLC _____ its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ of 20____ by _____ of 504 Development, LLC a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public _____ County, Minnesota
My commission expires _____

CITY OF KASSON PLANNING AND ZONING COMMISSION

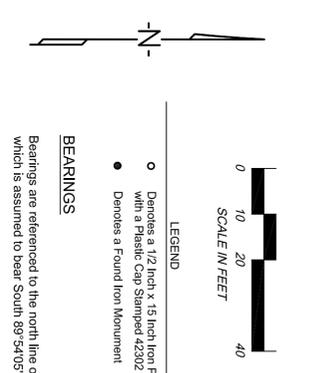
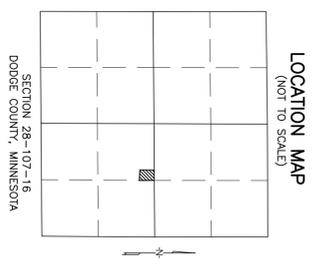
This plat of THOMPSON ADDITION has been approved by the Planning and Zoning Commission of the City of Kasson, Minnesota this _____ day of _____, 20____.

Chair _____
Secretary _____

CITY OF KASSON CITY COUNCIL

This plat of THOMPSON ADDITION has been approved by the City Council of the City of Kasson on this _____ day of _____, 20____.

Mayor _____
City Clerk _____



LEGEND

- Denotes a 1/2 inch x 15 inch Iron Pipe set with a Plastic Cap Stamped 42302
- Denotes a Found Iron Monument

BEARINGS

Bearings are referenced to the north line of HACKS ADDITION, which is assumed to bear South 89°54'05" East.

DODGE COUNTY SURVEYOR

I certify that pursuant to Chapter 389.09, laws of Minnesota, this plat has been approved this _____ day of _____, 20____.

Lisa M. Hanni
Dodge County Surveyor

DODGE COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinafter described have been paid. Also, taxes and transfer entered this _____ day of _____, 20____.

Dodge County Auditor/Treasurer _____

DODGE COUNTY RECORDER

I hereby certify that this plat of THOMPSON ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____ at _____ o'clock _____ M. and was duly recorded as Document Number _____ File Number _____

Dodge County Recorder _____

SURVEYORS CERTIFICATE

I, Mark A. Schoenfelder, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as far as they are known, have been shown and labeled on the plat; and all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

Mark A. Schoenfelder, Land Surveyor
Minnesota License No. 42302

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Mark A. Schoenfelder, Land Surveyor.

Notary Public _____ County, Minnesota
My commission expires _____

APPLICATION FOR CONDITIONAL USE PERMIT

Fee Paid \$ _____

Date Filed _____

Street Address of Property 101 8th ST SE, Kasson Mn

Legal Description of Property Section 04; Twp: 106; Rng 016; Block: 001; Lot 001:

Owner's Name Kwik Trip Inc / Nick Newman Phone 608-793-6199

Address 1626 Oak St, Ia Crosse Wi 54602

Applicant (if other than Owner):
Name _____ Phone _____

Address _____

Description of Request We would like to demo the existing store and car wash. Then we would like to develop the site into additional truck parking to support the new Kwik Trip across the road.

Reason(s) for Request We would like to help with the flow of truck traffic to free up existing lot and make the lot safer for our customers

Present Zoning Classification N/A

Existing Use of Property Current buildings on site are not used, at time some public parking

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Date accepted _____

Recommended _____ Denied _____ by the Planning Commission on _____, 19__

Approved _____ Denied _____ by the City Council on _____, 19__

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s): _____

SECTION 24-18 CONDITIONAL USE PERMITS

PURPOSE. The purpose of a conditional use permit is to permit a use that would not be appropriate generally but may be allowed with appropriate restrictions upon finding that (1) certain conditions as detailed in the Zoning Ordinance exist, and (2) the use or development conforms to the Comprehensive Plan, and (3) is compatible with the existing area.

STANDARDS FOR GRANTING A CONDITIONAL USE PERMIT. In making the determination whether or not the conditional use is to be allowed, the city shall consider (1) the effects of the proposed use on the Comprehensive Plan, (2) and the effects of the proposed use upon the health, safety and general welfare of occupants of surrounding lands. Among other thing, the City shall make the following findings where applicable:

1. The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.
2. The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.
3. The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.
4. The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use.
5. The use is consistent with the purpose of this ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.
6. The use is not in conflict with the Comprehensive Plan of the City.
7. The use will not cause traffic hazards or congestion.
8. The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.
9. Adequate measures have been taken or are proposed to prevent or control offensive order, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.
10. Adequate utilities, parking, drainage and other necessary facilities will be provided.
11. The proposed use will not impede the normal and orderly development or improvements of the surrounding property.
12. The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of such property.
13. The use will not disrupt the character of the neighborhood.

REQUIRED EXHIBITS FOR CONDITIONAL USE PERMITS

The following items shall be required:

Y _____ N _____
 Y _____ N _____

1. A completed application form.
2. An accurate boundary description of the property.
3. Evidence of ownership or enforceable option on the property.
4. A development plan of the property showing the existing or proposed buildings, streets, access roads, driveways, parking spaces and signs.
5. Landscaping and screening plans.
6. Any additional information deemed necessary by the City to determine the suitability of the particular site for the proposed use.

NOTE: SUBMITTAL OF THE REQUIRED INFORMATION DOES NOT GUARANTEE THE ISSUANCE OF A CONDITIONAL USE PERMIT. ADDITIONAL INFORMATION MAY BE NEEDED OR CONDITIONS MAY EXIST THAT WOULD PREVENT THE ACTUAL GRANTING OF A CONDITIONAL USE PERMIT.

**RESOLUTION #
CITY OF KASSON**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT
TO ALLOW FOR THE CREATION OF A PARKING LOT AT
101 8th ST SE, KASSON, MN**

WHEREAS, Kwik Trip Inc., an owner of the property in question has submitted a request for a Conditional Use Permit to allow for the creation of a parking lot at 101 8th Street SE Kasson, MN, and;

WHEREAS, at a public hearing duly held on the 9th day of March, 2020, the Planning Commission heard testimony of all persons wishing to comment on the proposed Conditional Use Permit to allow for this parking lot; and

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA that the following Findings are hereby adopted regarding the application for a Conditional Use Permit to allow for a Truck Parking Lot at 101 8th Street SE, Kasson, MN:

SECTION 154.029 (B)(2)

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

The presence of a Truck Parking lot will have little, if any, impact on the parks, schools, streets and other public facilities.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

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

The presence of additional Truck Parking at 101 8th Street SE will not have an adverse effect upon adjacent residential properties.

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

The presence of additional Truck Parking at 101 8th Street SE will allow a business to continue its growth and fill an existing need, as well as allowing for improvements to safety.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

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

Additional Truck Parking at 101 8th Street SE should have little, if any, impact on traffic hazards or congestion. Applicant will continue working with Dodge County to mitigate any issues.

(h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will no need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.

The additional Truck Parking will be accessed from 101 8th Street SE; which should not require any additional upgrades. Applicant will continue working with Dodge County to mitigate any issues.

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

The presence of additional Truck Parking at 101 8th Street SE will have adequate preventative measures to mitigate any disturbances.

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

The property, as evidenced by the attached documentation will provide all necessary facilities.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

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

The presence of additional Truck Parking at 101 8th Street SE will be a compatible use.

BE IT FURTHER RESOLVED that the Conditional Use Permit to allow for an Auto Dealership at 10 E Veterans Memorial Hwy, Kasson, MN, is hereby approved subject to the following conditions of approval:

- 1. A condition that the easement language be updated.**
- 2. That appropriate building and demo permits be obtained.**
- 3. Procurement of all other necessary permits including NPDES Construction Storm Water, Dodge County right-of-way, and MnDOT Drainage/Work in Right of Way.**
- 4. Completion of City Engineer criteria except #10 which would have been a requirement for a crosswalk.**

Adopted this 25th day of March, 2020

Chris McKern, Mayor

ATTEST:

Timothy P. Ibisch, City Administrator

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



February 3, 2020

Mr. Tim Ibisch
City Administrator
City of Kasson
401 5th St. SE
Kasson, MN 55944

RE: Kasson, MN
Kwik Trip Convenience Store 619 Truck Parking
Lot 1, Block 1 Travelers Way
Review of Construction Plan Set

Dear Tim:

We have reviewed the construction plan set as submitted for the referenced project, as requested. We offer the following comments on the submitted plans.

General Comments

1. Zoning Review and Fee related items are not included in our review.
2. The applicant is proposing to demolish the existing Kwik Trip Facility and construct an off-site truck parking facility consisting of 14 parking spaces. The proposed improvements will reduce pre-development impervious coverage by 0.50 acres.
3. The subject property to be redeveloped was previously platted as Lot 1, Block 1 Travelers Way and is Zoned C-3.
4. A conditional use permit for the off-site truck parking will be required as per Section 154.080(E)(4) of the City of Kasson Zoning Ordinance, since the proposed truck parking is not located on the same lot as the principal use.
5. The applicant must secure all necessary permits before construction begins including the NPDES construction storm water, Dodge County right-of-way, MnDOT Drainage/Work in Right-of-way. The Owner, or their representative, will be responsible for permit compliance.
6. The site contractor should be required to have a pre-construction meeting and coordinate utility disturbances with City maintenance staff (Charlie Bradford 507.421.2279).

7. Existing water services shall be removed from the main. Small diameter services (corporations) shall be removed from the main and repaired with a repair sleeve. Larger services (fittings) shall be capped at the fitting. Existing sanitary sewer services shall be capped at the property line.
8. A lighting isofocandle plan complying with Section 154.064 Glare of the City of Kasson Zoning Ordinance shall be provided for review.
9. Verify there is not a conflict between the storm sewer and the light pole footing along the west side of the parking lot.
10. Pedestrian facilities and a county road pedestrian crossing should be considered between the parking lot and main store. A pedestrian crossing at 4th Ave should be considered.
11. A shared access exists with the adjacent property to the east. An access easement should be provided.

We recommend approval of the plans conditional upon the above items being addressed and resubmitted.

Please contact us if you have any questions.

Sincerely,

WHKS & CO.



Brandon W. Theobald, P.E.

BWT/bwt

Cc: Charlie Bradford, Public Works Director
Linda Rappe, City Clerk
Melanie Leth, City Attorney
Laura Chamberlain, HKG inc., Consulting Planner
Nick Newman, Kwik Trip Inc.

**CITY OF KASSON
RESOLUTION #3.X-20**

**RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION THROUGH THE MINNESOTA DEPARTMENT OF NATURAL
RESOURCES FOR THE LOCAL TRAIL CONNECTION PROGRAM**

WHEREAS, the City of Kasson supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connection Program. The application is to construct a paved trail providing further connection from the Sunset Trail to Veterans Memorial Park and the Kasson Aquatic Center.

WHEREAS, the City of Kasson recognizes that it has secured \$35,310.00 in non-state cash matching funds for this project.

THEREFORE, BE IT RESOLVED, if the City of Kasson is awarded a grant by the Minnesota Department of Natural Resources, the City of Kasson agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Kasson will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connections Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the State related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Kasson names the fiscal agent for the City of Kasson for this project as:

Mr. Timothy Ibisch
City Administrator
City of Kasson
401 5th Street SE
Kasson, MN 55944

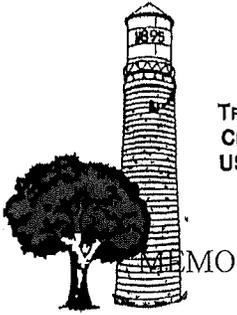
BE IT FURTHER RESOLVED, the City of Kasson hereby assures the new trail connections will be maintained for a period of no less than 20 years.

ADOPTED this 25th day of March, 2020.

Linda Rappe, City Clerk

Chris McKern, Mayor

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



CITY OF KASSON

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

To: Mayor McKern and City Councilmembers
From: Nancy Zaworski
Date: March 20, 2020
Re: Refinancing of Callable Debt – Aquatic Center

The City of Kasson has callable debt which is eligible for refinancing. The reasons for doing this are to save on interest costs at a time when the market interest rates have dropped and the City's investments are earning much less than our cost of debt. The payment term will roughly match the current remaining term of the debt; the life/term of the debt will not be extended. There will be savings in interest and consequently in present value dollars.

The proposal is as follows:

1. Fund 385 to refinance approximately \$1,555,000 of 2013A
2. Using Minnesota Rural Water Association

Attached is a copy of a proposed financing schedule and application provided by David Drown and Associates.

If you have any questions beforehand, please contact Nancy.

COUNCIL ACTION REQUESTED:
Provide direction as to refinancing of callable debt

City of Kasson, Minnesota
 PRELIMINARY SAVINGS ANALYSIS - Current Refunding of 2013 Special Election Pool Bonds via MRWA Midi Loan Program

1,555,000 Cost to Call @ Par
 12,703 Acc'd Interest from 2/1/2020 to closing date
 15,090 MRWA Issuance Costs (includes \$1,500 credit for CFP)
 (12,793) Prior Debt Service Fund Cash (for accrued interest)

1,570,000 REFUNDING BOND AMOUNT

PMT DATE	PRIN	RATE	INT	P&I	PA Fees	TOTAL	PMT DATE	PRIN	RATE	INT	P&I	PA Fees	TOTAL	GROSS SAVINGS	PV SAVINGS
2/1/2020	Comparison Date						6/1/2020	Assumed Dated Date					Surplus / (Cash) >>	(12,793)	(12,793)
2/1/2021	180,000	1.600%	38,110	218,110	495	218,605	2/1/2021	192,000	1.800%	18,840	210,840	-	210,840	7,765	7,673
2/1/2022	185,000	1.800%	35,230	220,230	495	220,725	2/1/2022	188,000	1.800%	24,804	212,804	-	212,804	7,921	7,689
2/1/2023	190,000	1.950%	31,900	221,900	495	222,395	2/1/2023	193,000	1.800%	21,420	214,420	-	214,420	7,975	7,604
2/1/2024	190,000	2.050%	28,195	218,195	495	218,690	2/1/2024	193,000	1.800%	17,946	210,946	-	210,946	7,744	7,254
2/1/2025	195,000	3.000%	24,300	219,300	495	219,795	2/1/2025	197,000	1.800%	14,472	211,472	-	211,472	8,323	7,658
2/1/2026	200,000	3.000%	18,450	218,450	495	218,945	2/1/2026	200,000	1.800%	10,926	210,926	-	210,926	8,019	7,248
2/1/2027	205,000	3.000%	12,450	217,450	495	217,945	2/1/2027	202,000	1.800%	7,326	209,326	-	209,326	8,619	7,653
2/1/2028	210,000	3.000%	6,300	216,300	-	216,300	2/1/2028	205,000	1.800%	3,690	208,690	-	208,690	7,610	6,637
	1,555,000		194,935	1,749,935	3,465	1,753,400		1,570,000		119,424	1,689,424	-	1,689,424	51,183	46,623



Minnesota Rural Water Association Loan Application Form v.5.7.2019

PROGRAM CRITERIA

	<u>Micro-Loan</u>	<u>Midi-Loan</u>	<u>Mega-Loan</u>
Loan Amount	up to \$250,000	up to \$1,000,000	up to \$3,000,000
Repayment Term	up to 7 years	up to 15 years	up to 20 years
Security	General Obligation	General Obligation	General Obligation
Borrower Population	200 persons	400 (200 if not declining)	600 Persons
Borrower Debt Levels	< \$5,000 per capita <10% debt/market value	< \$5,000 per capita <10% debt/market value	< \$5,000 per capita <10% debt/market value

Additional Terms for Mega-Loans:
 Maximum Average Life of 12 years
 General Fund unassigned balance at least 35% of current year expenditures

PROGRAM FEES (all inclusive*)

<u>Loan Amount</u>	<u>Micro-Loan</u>	<u>Midi-Loan</u>	<u>Mega-Loan</u>
Under \$50,000	\$3,350	-	-
\$50,001 to \$100,000	\$4,550	-	-
\$101,001 to \$250,000	\$5,050	\$9,290	-
\$250,001 - \$500,000	-	12,690	-
\$500,001 - 750,000	-	14,840	-
\$750,001 - \$1 million	-	16,590	-
\$500,000 - \$1 million	-	-	17,575
\$1 million - \$2 million	-	-	21,475
\$2 million - \$3 million	-	-	24,475

** Additional fees may apply if applicant elects to use non-program lenders / bond counsels or for special exemptions. Loans may be subject to annual pay agent fees. All loans may be subject to additional fees if special statutory authority process is required. Contact David Drown Associates for exact fees at 612-920-3320, ext. 102.*

APPLICATION INFORMATION

(or simply apply on-line at www.daviddrown.com or www.mrwa.com)

TYPE OF LOAN: Micro-Loan _____ Midi-Loan _____ Mega-Loan _____

PROJECT: Please provide a brief description of the project:

Project cost: _____ Requested Repayment term: _____ years

Loan Amount Request: _____ Date Funds are Needed: _____

BORROWER: _____ Primary Contact: _____

Phone Number: _____ Contact email: _____

Mailing Address: _____

Office Hours: _____ Federal Tax ID Number: _____

APPROVAL: When will Council/Board meet to approve final loan documents? (allow 1 week to process)

Date: _____ Time: _____

Documents for agenda packets are needed by: _____

Regular Council/Board meetings are held (day of the week/time): _____

OFFICIALS

<u>Name</u>	<u>Office</u>	<u>Year Term Began</u>	<u>Year Term Ends</u>
_____	Mayor/ Chair	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Clerk/Treasurer	_____	_____
_____	Administrator	_____	_____

REQUIRED ATTACHMENTS

- *Electronic* copy of the borrower's most recent audited financial statement (3 years for Mega.)
- Provide a payment schedule for any debt obligations not shown in last audit. (None: _____)
- Provide a list of any capital projects/debt to be issued during the next 12 months. (None: _____)
- Mega borrowers will be required to provide additional information – we will advise what is needed.

CLOSING: Transfer of funds is normally accomplished by cashier or certified check mailed to the borrower on the date of closing. Midi- and Mega-Loan borrowers (not Micro-Loan) have the *option* of receiving funds by wire if wiring instructions are provided below (or attached):

Wiring Instructions: _____

CERTIFICATIONS

- The Borrower is applying for a Micro-, Midi- or Mega-Loan. The final loan terms will be outlined in a resolution to be approved by the governing board at a future date.
- The Program Fees (outlined above) will be added to the requested loan amount and paid automatically at closing. Payment of the program fee is contingent upon Loan closing. Payment of the rating fee, if required, is the Borrower's responsibility if Loan is not closed.
- For all Loans, David Drown Associates, Inc. will be retained as your financial advisor. MSRB rules require municipal advisors to act in the Borrower's best interest. The Borrower does hereby certify it has read and accepted the terms outlined in the attached Standard Agreement and Engagement Letter.
- Fryberger, Buchanan, Smith & Frederick, P.A serves as the Program's standard bond counsel.
 - We wish to use the Program's bond counsel and hereby certify we have read and accepted the terms outlined in the Standard Bond Counsel Services Agreement. (document on file at www.MRWA.com).
 - We wish to use another bond counsel firm or lender (additional fees will apply).
Name of firm and/or lender: _____
- When required, Northland Trust Services will be retained as the paying agent, registrar, transfer and fiscal agent for the Loan. The Borrower hereby certifies it has read and accept the terms outlined in the Standard Trust Services Agreement (document on file at www.MRWA.com).
- The Borrower does hereby certify that the project financed by the Loan will be owned, occupied, used and operated entirely/exclusively by the Borrower. No part of the project will be leased to, occupied by, or provide a special benefit to a non-governmental entity (*attach a note describing any exceptions*).
- The Borrower further certifies that there is no litigation threatened or pending that would question the Borrower's right to issue debt or impair the Borrower's ability to make payments on debt outstanding or contemplated (*attach a note describing any exceptions*).
- The Borrower has never defaulted in the payment of any indebtedness (*attach a note if exceptions*).

By our signatures below, the Borrower certifies that all the above information is true and accurate.

Authorized Official

Date

Please submit complete application to either of the following addresses. Allow at least one week for processing.

Lori Blair
Minnesota Rural Water Association
217 12th Avenue SE
Elbow Lake, MN 56531
Phone (218) 685-5197 | Fax (218) 685-5272
mrwa@mrwa.com

David Drown, President
David Drown Associates, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410
Phone (612) 920-3320 | Fax (612)-605-2375
david@daviddrown.com

STANDARD AGREEMENT & ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

David Drown Associates, Inc. ("Municipal Advisor") has been selected to serve as the Municipal Advisor for Issuers participating in the Micro, Midi and Mega Loan programs (the "Program"). By submitting a signed Minnesota Rural Water Association Loan Application Form (the "Application") for a Program Loan and by approving a Resolution providing for the sale of Bonds through the Program, you are designating David Drown Associates, Inc. to serve as the Municipal Advisor for the loan. This document is our written arrangement on the role the Municipal Advisor will serve and responsibilities the Municipal Advisor will assume in connection with the issuance of general obligation bonds by the Issuer (the "Loan") as described in the Application completed by the Issuer and also the fees the Municipal Advisor will charge.

Section 1: Municipal Advisor Role. The Municipal Advisor is engaged as a recognized independent expert whose primary responsibility is to give objective fiscal advice on the structure and issuance of the Loan under state and federal securities law. We will provide some, or all, of the following services to determine suitability of the Loan for the applicant:

- a. Evaluate legal options/alternatives for issuance of debt taking into account borrower's objectives, revenue availability and other factors.
- b. Prepare preliminary financing schedules and options for review and consideration by the Borrower.
- c. Evaluate the suitability of Program loans to meet borrower's objectives and advise the borrower of other suitable alternatives.
- d. Upon receipt of a completed Application, the Municipal Advisor will prepare final payment and cashflow schedules and related offering documents.
- e. For certain Mega loans, prepare application materials and assist the borrower in securing a bond rating.
- f. Secure a binding commitment for the sale/placement of the loan with pre-screened program lenders and/or other underwriters or lenders as necessary.
- g. Work with bond counsel to prepare a Resolution and other documents necessary to finalize and close the loan.
- h. Provide assistance in coordinating closing and transfer of funds.
- i. Draft a closing letter summarizing the transaction and providing guidance in accounting for loan proceeds and budgeting for future payments.

Section 2: Engagement Letter & Disclosure of Conflicts of Interest. Rules established by the Municipal Securities Rulemaking Board ("MRSB") and the Securities Exchange Commission ("SEC") requires the registered Municipal Advisor tasked with administering the various low cost loan programs offered via MN Rural Water Association ("MRWA"), to provide a written description of its advisory relationship and to make certain other disclosures in regards to potential conflicts of interest. The applicant recognizes that by submitting the attached application that it has requested and approved David Drown Associates, Inc. ("DDA") to act as Municipal Advisor to the community on this particular engagement. This means that DDA is to be held to the very highest standard of loyalty and care with an *explicit fiduciary duty* to act in your community's best interests. This means several important things:

- DDA has a duty to exercise due care in performing municipal advisory activities.
- DDA has a duty of loyalty, requiring us to act in your best interest without regard to our own financial or other interests.
- DDA must have the knowledge and expertise needed to provide you with informed advice.
- DDA has a duty understand you and your specific situation and to follow your directions, so our advice is suitable for you.
- DDA is required to make reasonable inquiries and investigations as to the facts supporting our recommendations and work products.
- DDA has a duty to discuss with you material risks, benefits, and alternatives considered that might serve your interests better.

Disclosure of Conflicts of Interest: A municipal advisor may not undertake an engagement without disclosing in writing how *potential* conflicts of interest will be managed and mitigated. There are several potential conflicts of interest that may apply to our engagement with you:

Compensation Conflicts of Interest.

- **Fixed Fees or "Lump Sum".** This form of compensation represents a potential conflict of interest because if the transaction requires more work than originally contemplated, the financial advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives or fail to do a full analysis of alternatives.
- **Fee Based upon Principal Amount.** This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.
- **Contingent Fee.** This form of compensation presents a potential conflict of interest because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances.

Our plan to mitigate conflicts of interest regarding compensation is to assure the program standard fee schedule reasonably reflects the expected costs of standard services.

MN Rural Water Association Conflicts of Interest. David Drown Associates, Inc. serves as the financial advisor for MRWA's MEGA, MIDI, MICRO and Interim Funding Programs. In that capacity, we process loan requests and serve as municipal advisor to borrowers seeking to utilize these funding programs. This relationship with MRWA represents a potential conflict of interest in that we have an incentive to recommend the use of these funding programs and to exclude due consideration of other options or alternatives. We have mitigated this conflict of interest by agreement with MRWA that we will not process loans where other financing mechanisms are clearly superior, and we maintain internal procedures that explicitly include a review of other funding options before acting upon a loan request.

Section 3: Term of Engagement. Upon closing and delivery of closing, our responsibilities as Municipal Advisor will be concluded with respect to this financing and we do not undertake (unless separately engaged) to provide continuing advice to you or any other party.

Section 4: Fees & Expenses. The Municipal Advisor's fees will be incorporated into and paid from the Program Fee shown on the Application Form. Our fee shall be contingent upon successful sale and closing of a Loan (see disclosure of conflicts of interest above). In the event we are asked to provide additional services outside the scope of Program activities, we will notify you of these services and costs in advance.

CERTIFICATION OF ENGAGEMENT

By submitting a signed application, the applicant hereby certifies that David Drown Associates, Inc. is hereby engaged to serve as our community's Municipal Advisor associated with the attached loan application. It is further certified that DDA has fully and completely disclosed all potential conflicts of interest and the plans to mitigate such conflicts. We understand that DDA will investigate our financial position to determine the suitability of the loan programs for our project. We understand and accept any findings that determine the loan programs may be unsuitable for our community or if more beneficial financing alternatives may be suggested.

ORDINANCE NO. 812

AN ORDINANCE OF THE CITY OF KASSON GRANTING A FRANCHISE TO KASSON & MANTORVILLE TELEPHONE COMPANY DBA KMTELECOM FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM

The City Council of Kasson, having determined that the financial, legal and technical ability of Kasson & Mantorville Telephone Company dba KMTelecom is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

SECTION I Definition of Terms

1.1 Terms. For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- a. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- b. “Basic Cable Service” is the tier of service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. “Cable Act” means the Cable Communications Policy Act of 1984, as amended.
- d. “Cable Service” means (i) the one-way transmission to Subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection of such Video Programming or any other lawful communication service.
- e. “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment or other communications equipment that is designed to provide Cable Service and other service to Subscribers.
- f. “Class IV Cable Communications Channel” means a signaling path provided by a cable communications system to transmit signals of any type from a Subscriber terminal to another point in the communications system.
- g. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- h. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes

construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

- i. “Franchising Authority” means the City of Kasson, or the lawful successor, transferee or assignee thereof.
- j. “Grantee” means Kasson & Mantorville Telephone Company dba KMTelecom or the lawful successor, transferee or assignee thereof.
- k. “Gross Revenues” shall mean all revenue received by the Grantee from the operation of its cable system within the City, including but not limited to, basic cable subscriber receipts; premium and pay-per-view receipts; a la carte receipts; local advertising revenue; leased access fees and other revenue upon which a franchise fee may be paid pursuant to the Cable Communications Policy Act of 1984, as amended from time to time. Gross receipts shall not include revenues derived from installations or any taxes on cable service which are imposed directly or indirectly on any Subscriber thereof by any government unit or agency; and which are collected by the Grantee on behalf of such government unit or agency; franchise fees collected on behalf of the franchising authority; or any fees paid to the Grantee by the franchise authority for the collection of any State or municipal tax. Gross revenues, for the purpose of this franchise agreement, shall not include any revenues received by Grantee from any telephone service, common carrier services regulated by the authority of the state, or other non-cable television services provided by the Grantee. Gross revenue shall not include bad debt.
- l. “Person” means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.
- m. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing or transmitting Grantee’s Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to the Cable System.

- n. “Service Area” means the present municipal boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means.
- o. “Service Tier” means a category of Cable Service or other services provided by Grantee and for which a separate charge is made by Grantee.
- p. “Subscriber” means a person or user of the Cable System who lawfully receives Cable Services or other service therefrom with Grantee’s express permission.
- q. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION II Grant of Franchise

2.1 Finding of Council. During full public proceeding affording reasonable notice and reasonable opportunity to be heard, the Grantee’s technical ability, financial condition and legal qualifications were considered and approved by the Franchising Authority pursuant to state law.

2.2 Grant. The Franchising Authority hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across or along any Public Way an all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.3 Term. The Franchise granted pursuant to this Ordinance shall be for an initial term of fifteen (15) years from the effective date of the Franchise as set forth in Section 2.4, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.4 Acceptance; Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the Franchise Authority Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance. Subject to the acceptance by Grantee, the effective date of this Ordinance shall be the sixtieth day after its passage and final adoption.

2.5 Equal Protection. In the event the Franchising Authority enters into a Franchise, permit license, authorization or other agreement of any kind with any other person or entity other than the Grantee to enter into the Franchising Authority’s streets and Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another and to provide all parties equal protection under the law.

2.6 Compliance with Law and Regulations. The provisions of this franchise shall be subject to applicable federal, state and local law. This Franchise complies with the Franchise standards contained in Minnesota Statutes Annotated (M.S.A.), Chapter 238; provided, however, if any provisions of M.S.A. 238 conflict with the Cable Communications Act of 1984 (“Cable Act”) or other applicable federal law or rulings, the provisions of the Cable Act or such other federal law or ruling shall have precedence. Grantee and the Franchising Authority shall conform to all state laws, rules and regulations regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall further conform to all federal laws and regulations regarding cable as they become effective.

SECTION III Standards of Service

3.1 Construction Standards. Grantee shall not commence construction of a cable communications system, open or disturb the surface of any street, sidewalk, driveway or public place without first obtaining a permit from the proper municipal authority. If Grantee fails to meet the conditions of the permit, the Franchising Authority shall have the right to put the street or public place back into the condition which existed immediately prior to use by the Grantee at the reasonable expense of the Grantee. Such permit shall not be unreasonably withheld.

All wires, conduits, cable and other property and facilities of the Grantee shall be located, constructed, installed and maintained in compliance with applicable codes. The Grantee shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade, traffic and travel upon the streets and public places of the Franchise area or endanger the life or property of any persons.

3.2 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.3 Restoration of Public Ways. If during the course of Grantee’s construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.4 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

3.5 Relocation at Request of Third Party. The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary wire changes.

3.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the Franchising Authority for tree trimming. The Grantee shall reasonably compensate the Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the Cable System undertaken by Grantee. Such replacement shall satisfy any and all obligations Grantee may have to the Franchising Authority or property owner pursuant to the terms of this section.

3.7 Use of Grantee's Equipment by Franchising Authority. Subject to any applicable state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way; provided that (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to, reasonable attorney's fees and costs; and (c) at Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable rental fee or otherwise reasonably compensate Grantee for the use of such poles, conduits, or equipment; provided, however, that Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.

3.8 Safety Requirements. Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.9 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the sole discretion to construct, operate and maintain all of its transmission

and distribution facilities or any part thereof, aerially or underground. Nothing contained in this section shall require Grantee to construct, operate and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals or other related equipment. Notwithstanding anything to the contrary contained in this section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.10 Required Extensions of Service. The Cable System as constructed as of the date of the passage and final adoption of this Ordinance substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least fifteen (15) Subscribers within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers, provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition or market development of the Cable System, or as provided for under Section 3.11 of this Ordinance.

3.11 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than fifteen (15) Subscribers per 1,320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1,320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals fifteen (15) Subscribers. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

3.12 Service to Public Buildings. The Grantee shall install and provide without charge, one (1) outlet of Basic Service to two (2) public buildings, within the cable service area, to be designated by the Kasson City Council. Additional buildings and facilities, passed by the Grantee's Cable System, shall be installed and serviced at the Grantee's standard charge for installation and Grantee's lowest bulk billing service charge for basic service.

The outlet(s) of Basic Cable Service shall not be used to distribute or sell Cable Services in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability arising out of their use of such outlets, including but not limited to, those arising from copyright

liability. Notwithstanding anything to the contrary set forth in this section, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds one hundred twenty-five (125) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. In the event that additional outlets of Basic Cable Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Basic Cable Service and the additional outlets relating thereto.

3.13 Emergency Override. In the case of any emergency or disaster, the Grantee shall, upon request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during the emergency or disaster period. The Franchising Authority shall hold the Grantee, its agents, employees, officers and assigns hereunder, harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorney's fees and costs.

3.14 Channel Capacity. The Grantee shall provide a Cable System with a channel capacity of fifty-four (54) channels available for immediate or potential use.

3.15 Public, Educational and Governmental Access Channel. The Grantee shall provide to each of its Subscribers who receive all, or any part of, the total services offered on the Cable System, reception on at least one specially designated access channel available for use by the general public on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the general public, local educational authorities and local government may use this specially designated access channel on a first-come, first-served nondiscriminatory basis. During those hours that the specially designated channel is not being used by the general public, local educational authorities or local government, the Grantee shall lease time to commercial or noncommercial users on a first-come, first-served nondiscriminatory basis. The Grantee may use the specially designated access channel for local origination during those hours when the channel is not in use by the general public, local educational authorities, local government or commercial or noncommercial users who have leased time.

Whenever such specially designated access channel is in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during any consecutive three-hour period for six (6) consecutive weeks, Grantee shall provide upon demand and within a six-month period, an additional channel or channels for public, educational, or governmental access, provided such additional channel or channels do not require the cable system to install converters.

Upon need being shown, Grantee shall provide for use by the public at least the minimal equipment necessary to perform good quality playback of pre-recorded programming and to enable recording of programs at remote locations with the use of portable battery-operated equipment. For the purpose of this provision, need is established when at least ten percent (10%) of the Subscribers of the Cable System have signed a petition; provided, however, such petition

must contain the signatures of no fewer than one hundred (100) Subscribers and no more than three hundred fifty (350) Subscribers.

The Grantee shall establish rules for the administration of the specially designated access channel.

3.16 Two-Way System. Grantee shall provide a cable communications system having the technical capacity for non-voice return communications.

SECTION IV Regulation by Franchising Authority

4.1 Franchise Fee.

A. Grantee shall pay to the Franchising Authority, during years one through five of the Franchise, a Franchise fee equal to four percent (4%) of Gross Revenues; during years six through fifteen of the Franchise, Grantee shall pay a Franchise fee equal to five (5%) of Gross Revenues (as defined in Section 1.1 of the Franchise Agreement) received by Grantee from the operation of the Cable System on an annual basis; provided, however, that Grantee may credit against any such payments: (i) any tax, fee or assessment of any kind imposed by Franchising Authority or other governmental entity of a cable operator, or Subscriber, or both solely because of his status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, fee or assessment such as a business, occupation and entertainment tax. For the purpose of this section, the 12-month period applicable under the Franchise for the computation of the Franchise fee shall be the calendar year, unless otherwise agreed to in writing by the Franchising Authority and Grantee. The Franchise fee payment shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation. In no event shall the Franchise fee payments required to be paid by Grantee exceed five percent (5%) of Gross Revenues received by Grantee in any 12-month period.

B. The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the Franchising Authority initiates a lawsuit for recovery of such Franchise fee in a court of competent jurisdiction, such recovery shall be barred, and the Franchising Authority shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

4.2 Rates and Charges. The Franchising Authority may not regulate the rates for the provision of Cable Service and other services, including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto. From time to time, and at any time, Grantee has the right to modify its rates and charges including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to the Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

In the event that Basic Cable Service rate increases are subject to approval of the Franchising Authority, the Grantee may, at its discretion and without consent of the Franchising Authority, increase rates relating to the provision of Basic Cable Service by an amount which is at least equal to five percent (5%) per year.

A schedule of the current Subscriber charges, as well as the form of residential Subscriber contract, specifying the current length and term of subscriber contracts, shall be kept on file and available for public inspection during normal office hours at the local office of Grantee.

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this section, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Abandonment. The Grantee shall not abandon any portion of its Cable System without giving three (3) months prior written notice to the Franchising Authority. Grantee shall compensate the Franchising Authority for any damages resulting to it from the abandonment.

4.5 Conditions of Sale. Except to the extent expressly required by federal or state law, if a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

If the Franchise or cable system is offered for sale, the Franchising Authority shall also have the right to purchase the system at its fair market value.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, at Grantee's request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party.

The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee. Notwithstanding anything to the contrary set forth in this section, neither Franchising Authority nor Grantee shall be required to violate federal or state law.

4.6 Removal of Property. Upon termination or forfeiture of this Franchise, Grantee shall, if the Franchising Authority so requests, remove all of its cables, wires and appliances from the streets, alleys, and other public places, with the exception of those portions of said cables, wires and appliances as are then being utilized and operated by Grantee under any other lawful and effective governmental permit or license. If the same are not so removed, the Franchising Authority may cause the same to be removed and recover the reasonable costs thereof from Grantee.

4.7 Transfer of Franchise. Neither Grantee's right, title or interest in this Franchise, nor the Cable System for which it is granted, shall be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, except with the approval of the Franchising Authority, which approval shall not be unreasonably withheld. Such sale or transfer or creation of a new controlling interest shall be completed pursuant to applicable federal and state law. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

4.8 Continuing Administration Responsibility. The office of the City Clerk shall be responsible for the continuing administration of this Franchise.

SECTION V Compliance and Monitoring

5.1 Testing for Compliance. The Franchising Authority may perform technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such testing shall be undertaken

no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

5.2 Technical Standards. The technical standards promulgated by the FCC relating to cable communications systems contained in Subpart K of Part 76 of FCC rules and regulations are herein incorporated by reference.

5.3 Books and Records. The Grantee agrees that the Franchising Authority, upon reasonable notice, may review such of its books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. The Grantee shall file with the Franchising Authority annually reports of gross Subscriber revenues and such other information as the Franchising Authority reasonably deems necessary for enforcement of the Franchise. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee to it as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof.

SECTION VI

Insurance, Indemnification and Bonds or Other Surety

6.1 Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. Said insurance shall designate the Franchising Authority as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorney's fees and costs; provided, however, that nothing contained in this Franchise Ordinance shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injury to the Grantee's facilities while performing any work connected with grading, regarding or changing the line of any street or public place, or with the construction or reconstruction of any sewer or water system.

6.3 Surety Guarantee. At all times hereunder until the Grantee has liquidated all of its obligations under the Franchise to the Franchising Authority, the Grantee shall furnish a bond or other surety in the amount of \$10,000, conditioned upon the faithful performance by the Grantee of its material obligations under this Franchise. The Franchising Authority may, from year to year and in its sole discretion, reduce the amount of any such bond or other surety.

SECTION VII
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance.

7.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority contesting the assertion of noncompliance or; (b) to cure such default or; (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to Section 7.1, the Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at a time which is no less than five (5) business days therefrom. The Franchising Authority shall notify the Grantee of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including with limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damages or seek other equitable relief;
- c. In the case of a substantial default of a material provision of the Franchise, any attempt by Grantee to evade the provisions of the Franchise, or Grantee practices fraud or deceit upon the Franchising Authority, declare the Franchise Agreement, and the rights and privileges thereof, to be revoked; or
- d. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

Any such determination by the Franchising Authority shall be subject to a de novo review by a court of competent jurisdiction.

The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance.

7.5 Acts of God. The Grantee shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

SECTION VIII Unauthorized Reception

8.1 Misdemeanor. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any person, firm or corporation to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Cable System without the express consent of the Grantee. Further, without the express consent of Grantee, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part of the Cable System or any means of receiving Cable Service or other services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this section.

SECTION IX Consumer Protection Provisions

9.1 Subscriber Privacy. No signal of a Class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Written permission from the Subscriber shall not be required for the systems conducting system-wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing.

9.2 Subscriber Complaints and Repairs. The Grantee shall maintain a toll free or collect telephone number for the reception of complaints. All complaints regarding quality of service, equipment malfunction, billing disputes, or any other matters relative to the cable communications system shall be responded to by the Grantee whenever possible within twenty-four (24) hours of notice to the Grantee. The Grantee shall maintain a repair service capable of responding to Subscriber complaints or requests for repairs within twenty-four (24) hours after receipt of said complaints or requests. The Grantee shall resolve the complaint, if reasonably possible, within five (5) working days. Costs for making such repairs, shall be borne by the Grantee unless otherwise provided in the Subscriber's contract, or unless said repairs are necessitated by the negligence or deliberate acts of the Subscriber. In such cases, the Subscriber shall bear the costs. Installation charges shall be borne by the Subscriber.

SECTION X Miscellaneous Provisions

10.1 Preemption. If the FCC, or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter or the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like

jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall cease and no longer exist.

10.2 Actions of Franchising Authority. In any action by the Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

10.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Administrator
City of Kasson
401 5th Street SE
Kasson, MN 55944

The notices or responses to the Grantee shall be addressed as follows:

Mary Ehmke, CEO
KMTelecom
18 2nd Avenue NW
Kasson, MN 55944

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

10.4 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

10.5 Severability. If any section, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

Passed and adopted this 25th day of May, 2005, subject to applicable federal, state and local law.

WITNESS:

City of Kasson, Minnesota

Michael Rietz, City Administrator

Duane Burton, Mayor

Accepted this _____ day of _____, 2005 subject to applicable federal, state and local law.

WITNESS:

KMTelecom

By: _____
Mary Ehmke
CEO, KMTelecom

Tim -
This is a copy

Year 2016

The Kasson-Mantorville FFA Alumni will be cash-renting farm 628 for crop year 2016
The farm comprises 32.8 acres and is located in the township of Mantorville, section 27. All FSA
payments will go to the Kasson-Mantorville FFA Alumni.

Signed by:



Date:

5-25-16

PLEASE PROVIDE DOCUMENTATION OF PAYMENTS
TO KASSON-MANTORVILLE FFA ALUMNI.



5-25-16 PER MAYOR JOHNSON OKAY TO PUT IN CRDP.

TALKED TO C. BRADFORD AND ASKED CHARLES RYDEN
TO TALK TO HIM, TOO. 951-3368



Notification of Base Acres, PLC Yields, Elections, HIP and CRP Reductions

See Page 1 for non-discriminatory Statements.

Dodge County - MN
916 2ND STREET SE
DODGE CENTER, MN 55927-0000
(507)374-6364 x2

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

Farm : 628
ARCPLC G/I/F Eligibility: Eligible

Final Date of Appeal: Mar 29, 2020

Farm Summary Data

Crop Name	Election Choice	HIP	Base Acres	PLC Yield	CCC-505 CRP Reduction Acres
Corn	Price Loss Coverage		18.50	129	0.00
Soybeans	ARC County		9.94	42	0.00

As of the notice date (displayed above), a change to this farm's farm record (election and/or PLC yield) has been made. Please review this notice for accuracy.

This notice is issued by the county FSA office. You may appeal the accuracy of information contained in this notice to the County Committee by filing a written request within 30 calendar days after you receive this notice in accordance with the FSA appeal procedures found at 7 CFR Part 780. If you appeal to the County Committee, you may later appeal an adverse determination of the County Committee to the FSA State Committee or the National Appeals Division or request mediation. To appeal, write to the County Committee at the FSA service center address shown above and explain why you believe this notice is erroneous. The final date to appeal this data to the county FSA committee is the Final date of Appeal listed above.

Owner : CITY OF KASSON
Operator : KASSON MANTORVILLE FFA ALUMNI
Farm Description : 27-039-628

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program_intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



To: City Council

Date: 03/25/20

Agenda Heading: City Administrator's Report

“One of the best lessons you can learn is to master how to remain calm.”
---Catherine Pulsifer.”

- **COVID-19 Response.** I don't want to belabor this issue and I expect we will have plenty of conversation regarding it during the Worksession and regular meeting, so I am not including any other major updates in my report.
- **FFA farming agreement.** Included in your packet is information regarding the property that adjoins the Wastewater Plant. Staff have informed me that they are not aware of any actual agreement and we have not received any documentation on the property for some time. I have requested Charles Rhoten provide us with the information he has and I would ask the Council to consider if they would like to have written agreements in place. I recommend it if we are to continue the current state of affairs.
- **LMC Annual Conference.** The League's annual conference is set for June 24-26 in St. Paul at the Saint Paul RiverCentre. For more information please go to <https://www.lmc.org/learning-events/events/league-events/2020-annual-conference/> Let us know if you are interested in attending and we can get you signed up here at City Hall.
- **Mn DOT Open House/Sump Pump meeting.** These meetings were both cancelled and will be rescheduled when appropriate. This also means that inspections will be delayed for the time being. Before they were cancelled, we had 83 sign-ups in the first week. Hopefully this important program can be restarted in June.
- **Complete Count Committee.** I met with other City and County staff as part of the Census Complete Count Committee. Letters went out recently from the Census and a large percentage of people will be filling the Census out online or on their phones this year. The County is most concerned with getting apartment dwellers and seniors counted in 2020. The Census form itself is simply nine questions and those who do not turn in their answers a census taker will visit their home. This may be postponed with the COVID-19 issues however, I expect it to move forward in early summer
- **LMC events cancelled.** All LMC events have been cancelled for the time being and the LMC office in St. Paul is closing until further notice. This will coincide with the closure of the Legislature. The LMC staff will still be responding electronically to inquiries.

- **Electric Service territory agreement.** Included in your packet is a draft copy of an agreement to acquire territory from Xcel in the northeast part of town. This is part of the strategy that the City has in place to acquire the entirety of Kasson as possible. The numbers have not been completely fleshed out, but it is a matter of time. Please direct me any questions you have after review.
- **Potential Public Utility Oversight Board.** Recently Councilman Egger asked me to review the possibility of reinstating a sort of PUC for our utilities. This Committee would review rates and staffing levels and might make recommendations to the Council regarding the changes in the Utility area. Apparently in that past at different times a PUC like board existed. Currently, staff handles these issues and anything above a staff level goes directly to Council. Please let me know if you have any feedback or particular views.

Meetings and Events Attended

March 3	Presidential Primary-meet with staff EDA Board
March 4	County GIS meeting Phil Hoey-Shopko Building
March 5	City Engineer CCTV Bid Opening Staff Updates
March 6	Presidential Canvass
March 9	I/I rollout meeting Planning Services Options/South Central Coop Planning Commission
March 10	City of Byron-Mary Blair Employee Review Library Board
March 11	Chamber of Commerce City Council
March 12	City Engineer Complete County Committee
March 13	Fire Hall Facility Review-Joe Fitch American Legion Fundraiser-KM golf team
March 16	Mayo Clinic COVOD-19 conference call Emergency staff meeting
March 17	Service Territory annexation meeting Special Library Board meeting
March 18	CMPAS meeting-conference call
March 19	Call with Sen. Senjem
March 23	Planning Prep Meeting
March 25	Council Worksession Regular Council Meeting

DRAFT
**COMPENSATION AND ORDERLY TRANSFER
AGREEMENT**
between
NORTHERN STATES POWER COMPANY
a Minnesota corporation
and the
CITY OF KASSON

This agreement entered into this _____ day of _____, 20___, (the “Agreement”) between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and the CITY OF KASSON with its principal office located at 401 5th Street SE, Kasson, Minnesota 55944 (collectively, the “Parties”).

RECITALS

A. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“Xcel Energy”) is a “public utility” under Minn. Stat. § 216B.02, subdivision 4. Xcel Energy provides electric service to customers located within its assigned electric service area.

B. City of Kasson, a utility duly organized and existing under the laws of the State of Minnesota, including, inter alia Minn. Stat. § 412.321, that provides electric service within its assigned electric service area (the “Municipal”).

C. The laws of the State of Minnesota, namely Minn. Stat. § 216B.37 – 216B.47, provide the terms and conditions under which a Municipal utility may extend retail electric service throughout the corporate limits of the City, as well as authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement.

D. Pursuant to Minn. Stat. § 216B.44 the City may acquire the right for its Municipal utility to serve an area within its corporate boundaries through Service Territory Transfer of Annexation. The City Council passed an ordinance to annex a portion of Xcel Energy’s service territory within the City’s corporate boundaries (the “Annexed Service Territory Transfer”) known as Parcels 240340700 and 240340701 in Dodge County.

E. The Annexation reflected in Attachment 1 is located in the assigned electric service area of Xcel Energy, as further described in the map attached hereto as Attachment 1.

F. The parties have negotiated a mutual settlement in which the Municipal shall hold the exclusive right to provide electric service to the Annexed Territory, with appropriate compensation to Xcel Energy, and wish to avoid litigation. The Parties desire to set forth the terms and conditions of their agreement herein.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. Scope of Agreement. The parties have agreed to a transfer of the exclusive right to provide electric service to the Annexed Service Territory Transfer Area from Xcel Energy to the Municipal on a date mutually agreed by the Parties.

Legal Description for Annexed Service Territory Transfer Area per Dodge County for Parcel Number 240340700 39.90 acres and Parcel Number 240340701 17.17 acres.

Section 34 Township 107 Range 016 39.90 AC BEG NWCOR NW ¼ S 508.02 FT E 1107.56 FT S 995.91 FT NE 1537.49 FT N1211.88 FT W2636.38 FT TO PT OF BEG EX PART OF BLAINES 12 SUBDIVISION. **(Reflected in Attachment 1)**

Section 34 Township 107 Range 016 17.17 AC COMM NVWCOR NW ¼ TH S01!07'04" E508.02FT, N88?52'56" E1107.56 FT, S01?07'04" E995.91 FT, FOR POB TH 79?17'00" E1537.49 FT, S00?31'17" E489.91 FT TO THE NORTH RIGHT OF WAY LINE. **(Reflected in Attachment 1)**

2. Existing Customers. The Parties acknowledge that there are no existing customers being served by Xcel Energy in this area, that would be affected by this Agreement.
3. The Transfer Area. The exclusive right and obligation to serve the Service Territory Transfer Area shall permanently transfer to the Municipality on a date mutually agreed upon in writing between

Parties (the Transfer Date). In consideration for the permanent transfer of the Service Territory Transfer Area, the Municipality agrees to pay Xcel Energy 34 Mills/lump sum per home of \$3468 OR per kwh of \$0.034 as loss-of-revenues for the service that currently exists in the Transfer Area. The payment shall be made as provided in Section 4 under Compensation. The Parties agree to cooperate fully in notifying the Existing Customers that the municipal is already serving within the Territory Transfer area. Should any additional services be installed in the Annexed Territory Transfer Area on or before the Transfer Date, the Municipality shall contact Xcel Energy and the parties will negotiate a mutually agreeable loss-of-revenues amount for the additional service(s).

4. Compensation. The Municipal will pay to Xcel Energy the following as compensation for the Annexed Service Territory Transfer Area, the loss-of-revenues described above, and any integration or re-feed costs that may be necessary as compensation for the exclusive right to provide electric service to the Territory Transfer Area through Annexation. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of the property was initially purchased.
5. Annual Payments for the Annexed Service Territory: For a period of 10 years to begin on the effective date of which each meter(s) are set at each individual premise located within the Annexed Service Territory, the City shall pay Xcel Energy annually a sum equal to \$0.034 times the kilowatt hour (kWh) consumed by the customers located at each individual service location within the Annexed Service Territory or Mills. The consumption for the customers in the Annexed Service Territory shall be determined using actual data obtained from the City's metering records to validate consumption. The City shall provide documentation of the actual consumption for the customers in the Annexed Service Territory on an annual basis and as reasonably requested by Xcel Energy. The annual consumption data will be determined beginning on the Effective Date of this contract, running through the day preceding the Effective Date in the following year, then annually every year after until the day preceding the date of which all meters (per individual premise) use has been accounted for 10 years into the future. The payments will be due annually to Xcel Energy 30 days after the anniversary of the Effective Date of which this agreement is signed

by both parties, along with all supporting information. All payments need to be mailed to the Service Policy Manager at Xcel Energy located at 414 Nicollet Mall – CSC, Minneapolis, MN 55401.

6. Late Charges. If the Municipal fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the “Wall Street Journal” plus one and one-half percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.
7. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
8. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission’s approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
9. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to modify the assigned service territory to reflect the Transfer Territory to the Municipal’s assigned service area, along with this Agreement as evidence of the Parties’ resolution of compensation. Upon drafting of such Joint Petition, the Municipal shall retain the right to review Joint Petition prior to signature of said document by duly authorized representation. Upon filing of the Agreement, the Parties will cooperate to send a notice to all affected customers informing them of the Agreement, and that it has been filed with the Commission. This notice shall provide customers with the Commission’s address and the docket number to facilitate any customer participation in the proceeding.
10. Miscellaneous.
 - (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the

Parties hereto regarding the scope of the Agreement and appropriate compensation for the Transfer Area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed representatives of all Parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Headings are provided for convenience and are not part of the Agreement.

- (b) Binding Assignment. The Agreement shall inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party shall assign this Agreement, voluntarily, involuntarily or by operation of law, without prior written consent of the other.
- (c) Severance. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.
- (d) Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (e) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a

dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.

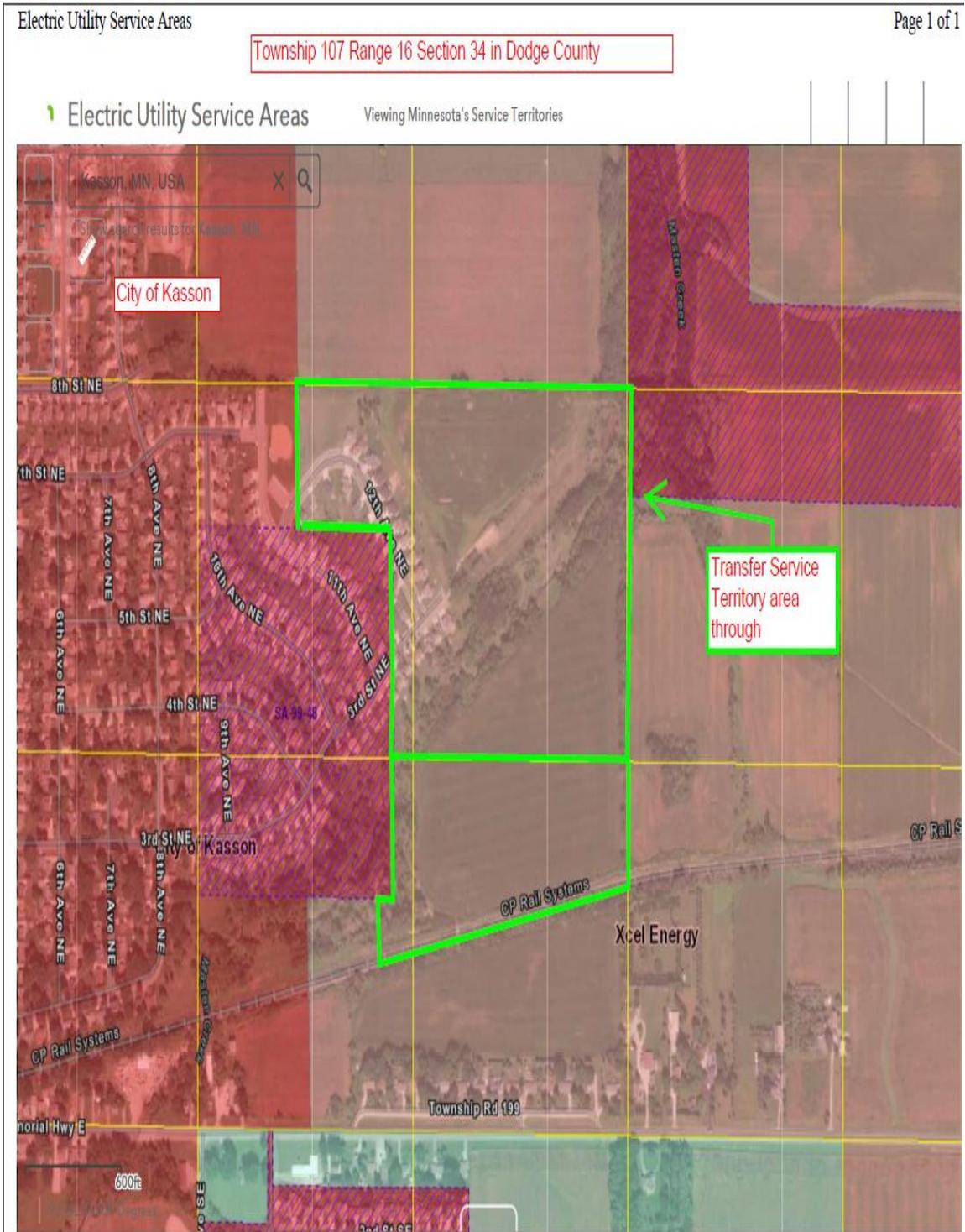
- (f) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission. If the Commission or other state agency with jurisdiction raises any question or challenges any provision of this Agreement, its exhibits, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonable and necessary to respond to said questions and to assure approval.
 - (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
 - (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.
 - (i) Counterparts and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.
11. Interim Service. The parties have agreed to allow the Municipal to serve customers in the Annexed Service Territory Transfer Area prior to the Commission approval of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed hereby.

Northern States Power Company, A Minnesota corporation	City of Kasson
Greg Chamberlain Regional Vice President Regulatory & Government Affairs By: _____ Date: _____	Timothy Ibisch City Administrator By: _____ Date: _____
Mary J. Woolf Senior Director Distribution Operations By: _____ Date: _____	

Attachment 1 (3 pages)

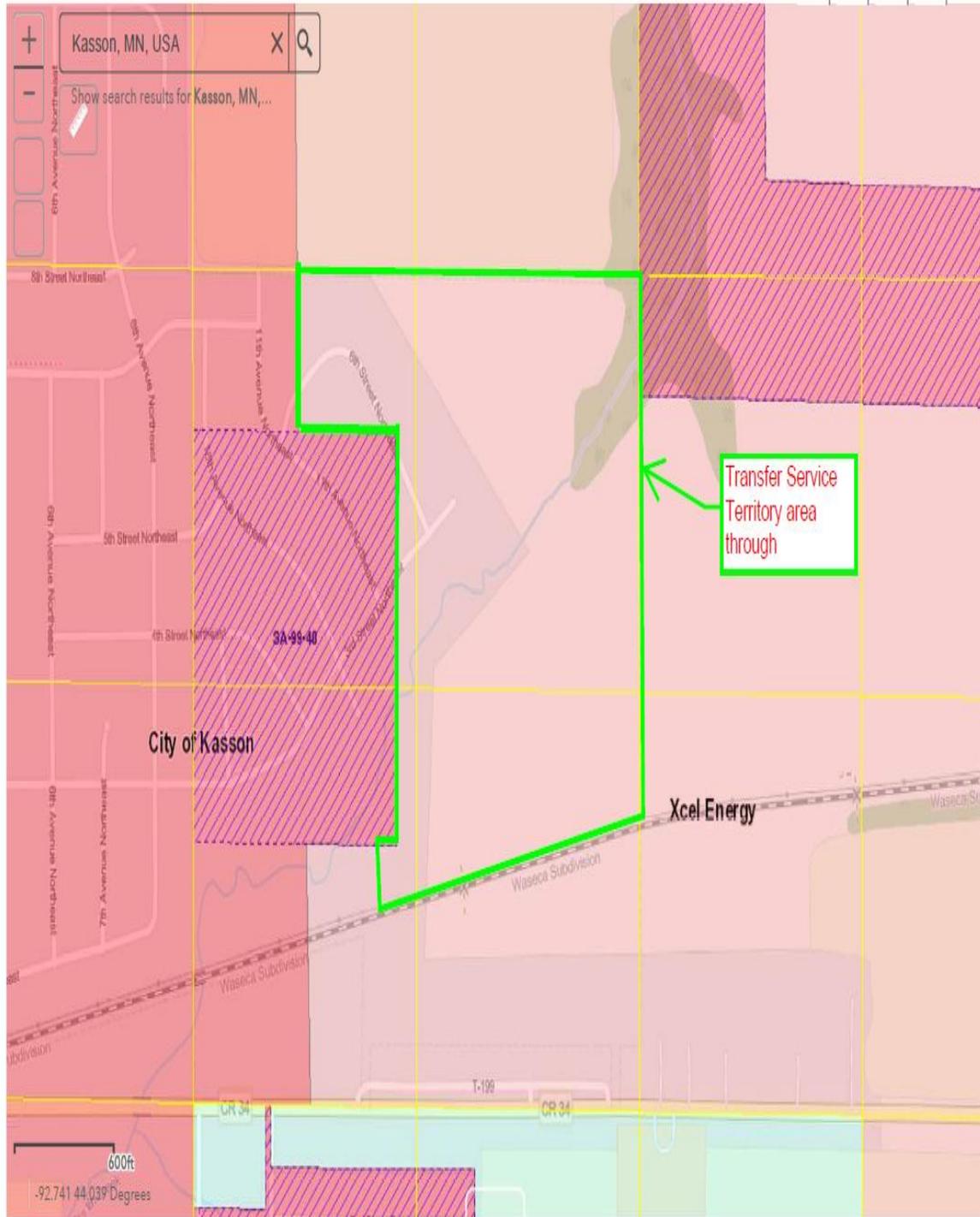
Service Territory Transfer of Annexation for Parcel numbers 240340700 and 240340701 located in Township 107 Range 16 Section 34.



Township 107 Range 16 Section 34 in Dodge County

Electric Utility Service Areas

Viewing Minnesota's Service Territory

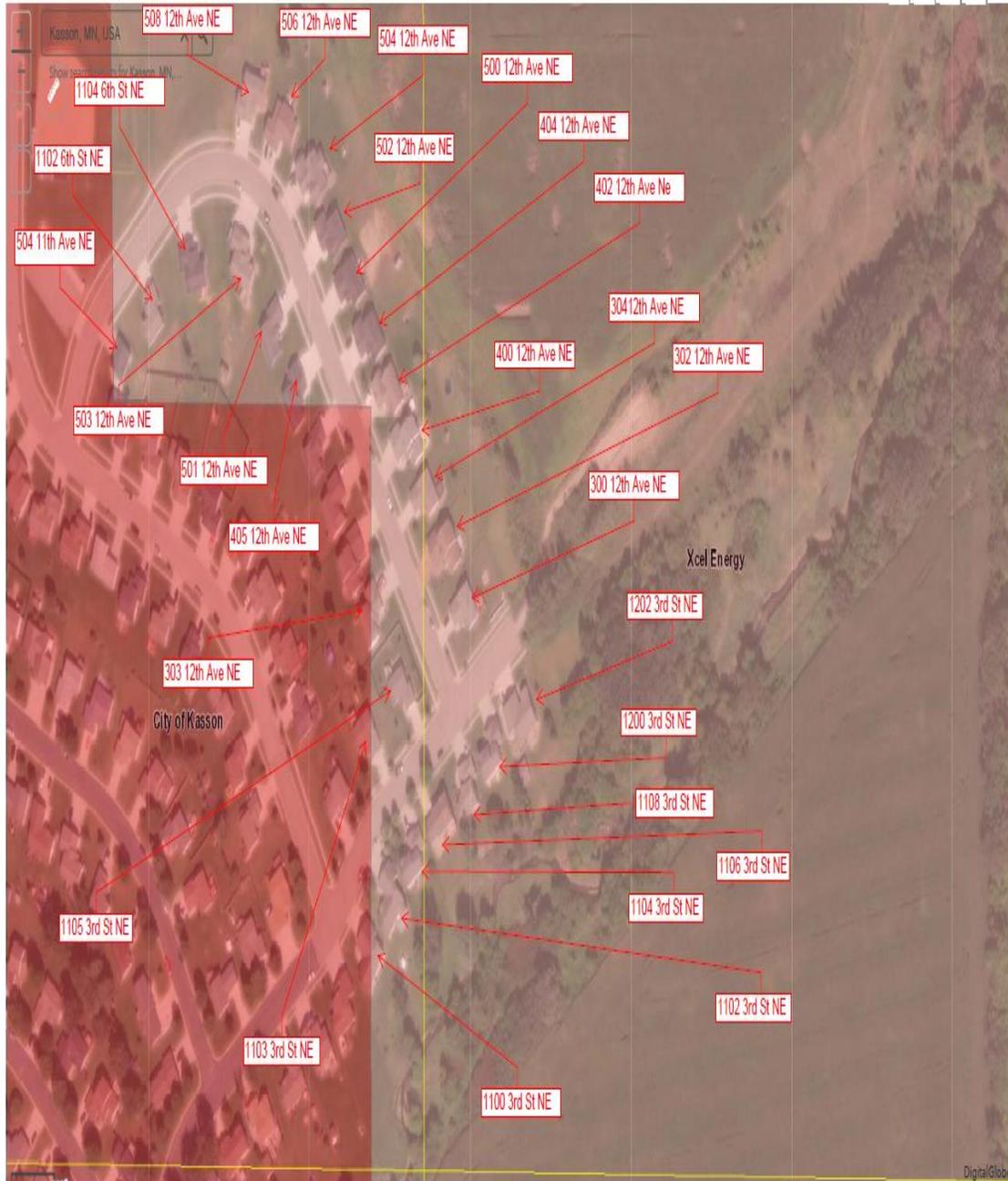


The Service Territory Transfer Annexation Area of 27 homes located in Township 107 Range 16 Section 34 in Dodge County.

The Service Territory Transfer Annexation Area of 27 homes located in Township 107 Range 16 Section 34 in Dodge County.

Electric Utility Service Areas

Viewing Minnesota's Service Territories



This is the email that I was hoping, I wouldn't have to send, but here it is. I can't begin to thank you all enough for the time that we have worked together. You are a great group of people who have been awesome to work with. Earlier today I called Chief Berghuis and let him know that I will not be able to return to working in law enforcement anytime soon, and I will be resigning from my position.

I want to thank you all for your patience while I have been working through the medical issues that have come on suddenly. I know it has not been easy on any of you either, as everyone needs time off. I want to thank you for your understanding of the situation.

I have developed an autoimmune disease that decided to rear its ugly head significantly in early January, and the past 3 months have been a bit of a struggle. I am hopeful that the treatments will allow me to someday get back into law enforcement, but I know that the city needs the manpower and I am not willing to risk anyone's life for me to just take a spot.

On the bright side, I am able to work for my brother and from home more often, as I navigate the next few months. I am grateful for my time in Kasson, it was the most fun and best law enforcement employment I have had. Maybe someday, God willing, I will be able to return.

My phone is always on, and my number will never change, if there is anything I can do for any of you, please don't be afraid to reach out to me.

From the bottom of my heart, I want to thank you all again.

Craig

DODGE COUNTY AGRICULTURAL & MECHANICAL SOCIETY

DODGE COUNTY FAIR BOARD

62922 State Highway 57

P.O. Box 265

Kasson, MN 55944

Marilyn Lermon, President

Tom Franke, Vice President

Beth Hodgman, Secretary

Mike Brual, Treasurer

Phone: 507-634-7736

Email: dodgecountyfair@kmtel.com

The Dodge County Fair Board extends to you a Hearty Welcome to the 2020 Dodge County Fair, July 15-19, 2020 and hopes to bring a "SPECTACULAR" Fair to our Community

All Commercial Exhibits will be located in the Commercial Building which is located between the Archway Entrance and the Grandstand. This is the same as last year. This building keeps you closer to the other exhibits, food stands and carnival. The Pavilion will contain FFA, Flowers, Crops & Grains and the Woman's Building will include Fine Arts, Creative Activities and Foods. Outside Vendor space will be located between the Fair Office and the Food Stand. We are planning Friday as Senior Citizen Day, Thursday will be Daycare Day & Saturday is Family Day. Kid activities are planned for the small old Fine Arts Bldg. The Beer Garden will have bands every night of the fair and many more activities planned throughout the fair. We have applied for the Agriculture Equal Share Money this year which designed to promote Agriculture to the Fair. Depending on the grants received you will see some exciting improvements from them. We intend to continue the update of electrical and fans to the Livestock Barn for better circulation.

In better planning the 2020 Dodge County Fair and working to keep our Free Gate, the management is asking your cooperation by reserving your space early. We are planning 8X10' booths inside and think we can only take about 28. Again this year the Dodge County Fair release time for Commercial Exhibitors will be 6:00 PM on Sunday, July 19, 2020. We hope all our Commercial Vendors will be responsible to keep their booths intact until the closing time on Sunday night. Last year most of the vendors were great about staying to the 6:00 pm close. Thank you to those who stayed. We have a Grandstand Event on Sunday afternoon at 2:00 pm and would like to have the vendors here when the Grandstand Show ends for visitors to visit. **We are asking all vendors again for a separate \$100.00 deposit check this year which we will hold until 6:00 pm on Sunday. Someone from the fair will be in the building at 6 pm Sunday evening to return checks to the exhibitors still there. Any checks left will be cashed.**

Enclosed you will find your contract and associated materials for Commercial Exhibitor Space. Please complete, sign and return the contract with your checks payable to **DODGE COUNTY FAIR**, along with your **CURRENT** certificate of **LIABILITY INSURANCE** and **CERTIFICATE OF COMPLIANCE** (we must have this in our files each year from all vendors) along with a copy of your **Minnesota State Sales Tax ID. or Disclaimer.**

Space rental fees include: utilities (garbage removal & electricity.) **PLEASE RETURN YOUR RESERVATION ASAP. We will be taking the first 28 contract spaces.** The Dodge County Fair board will sign the contract and mail you a copy for your confirmation.

Upon arrival at the Fairgrounds please report to the registration table in the Commercial Building. The Fair Board must have the following papers from each vendor prior to setting up: 1) A signed Contract; 2) Current Certificate of Liability Insurance; & 3) Certificate of Compliance or Disclaimer (ST-19). Each Vendor must comply with all Electrical and Food regulations, Compliance will be enforced by inspectors.

Set-up: The Commercial Exhibit Building will be opened Tuesday, July 14th at Noon until 8:00 PM and again on Wednesday, July 15th at 9:00 AM. All exhibits should be in place by 1:00 PM on Wednesday, July 15, 2020.

COMMERCIAL BUILDING OPENED:

Wednesday, July 15th — 1:00 pm to 10:00 pm
Thursday, July 16th — 12:00 pm to 10:00 pm
Friday, July 17th — 12:00 pm to 10:00 pm
Saturday, July 18th — 11:00 pm to 10:00 pm
Sunday, July 19th — 12:00 pm to 6:00 pm

The Dodge County Fair is in the Business of selling commercial space and we recognize that similar exhibits may not want to be located near each other. The Dodge County Fair Management, with your agreement, reserves the right to change the location for your exhibit space in order to portray the best exhibit possible and not to have competing exhibits side by side.

GRANDSTAND ENTERTAINMENT SCHEDULE

Wednesday, July 15th — Enduro Race

Thursday, July 16th — Car Races

Friday, July 17th — Bull Racing

Saturday, July 18th — Demo Derby

Sunday, July 19th — Trailer Races

If you have any questions or concerns please contact Marilyn Lermon by writing: Marilyn Lermon;

PO BOX 265
Kasson, MN. 55944

Phone # 507-261-2377.

We are looking forward to having you at the 2020 Dodge County Fair, which is the oldest county fair in Minnesota. Please join us in celebrating the Dodge County Fair!!!!!!

For 2020 Dodge County Fair information — contact the Fair Executive Board:

Marilyn Lermon, President

Tom Franke, Vice-President

Beth Hodgman, Secretary

Mike Brual, Treasurer

Register Online Here: <https://k-m.cr3.rschooltoday.com>



run
Walk
stroll

Call Community
Education for more
information!

Kasson-Mantorville
Early Childhood 5k - 2020

Join the Kasson-Mantorville Early Childhood Initiative for the 7th Annual 5k Fun Run/Walk/Stroll event at the Community Education Building. Registration includes: timed race, lunch, and a t-shirt. Your sponsorship will help raise funds for Early Childhood Scholarships. Come for the fun, prizes, free books, auction/raffle, bounce house, and much more!

April 25, 2020

\$20/Individual, \$35/Family of 4 or less

(An additional \$5/person for families with more than 4 members.)