

# WABASHA CITY COUNCIL

WABASHA CITY HALL

Tuesday, April 2, 2024

## Council Meeting 6:00 PM

To see Council meeting YouTube videos, go to the City's YouTube page and go to the "LIVE" tab.

All matters listed under the "Consent Agenda" are considered to be routine by the City Council and will be entered by one motion. Unless requested by a Council Member or citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and will be considered separately. This meeting will be held in person at Wabasha City Hall, 900 Hiawatha Dr E, Wabasha, MN 55981. A virtual option is also available. To join, click here <https://us02web.zoom.us/j/82339495094>. To watch the meeting live on your computer or Smartphone, [click here](#) to watch the meeting on YouTube (or search for City of Wabasha YouTube Channel).

Council member Dean Meurer will attend the meeting via Zoom from: 218 Main St. W, Wabasha, MN 55981

1. **Pledge of Allegiance**
2. **Guest Speaker -**
  1. 2023 Audit Presentation - Mr. Tyler See - Abdo and Approval of 2023 Wabasha Financial Audit
3. **Public Comments**
4. **Changes or Additions to Agenda**
5. **Mayor's Presentation - Mayor Emily Durand**
6. **Committee Reports and Wabasha Good News**
  1. Administrator's Report
8. **Consent Agenda**
  1. Approval of March 13, 2024, Regular Minutes
  2. 2024 spring tree order
  3. League of MN Cities "Liability Coverage - Waiver Form"
  4. Approval of Two HPC Member Appointments
  5. Fiscal Agent for Electrical Vehicle Charging Project
  6. Approve full-time paramedic in Ambulance Service to replace full-time EMT
  7. Resolution for Minnesota Housing Finance Agency
  8. Warming house excavation work
  9. April Warrants
  10. Approve Overnight Docking Request National Eagle Center
9. **Public Hearing**
10. **General Business**
  1. Review, discuss and determine award of contract for the Fire Department Building Addition project.
  2. 2024 Mill & Overlay project
  3. Miscellaneous Subdivision and Zoning Ordinance Updates 2nd read and Adoption
  4. Resolution 11-2024 approving the sale of real property in Wabasha, Minnesota at 128 2nd Street West
  5. Street Project Pay Application #6
  6. Select City Hall Logo Graphics for Council Chambers
11. **Donations**
  1. Donation Resolution
12. **Information - financials emailed to Council.**

13.       **Announcements**

14.       **Adjournment**



**City Council Regular**

**2. 1.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** 2023 Audit Presentation - Mr. Tyler See - Abdo and Approval of 2023 Wabasha Financial Audit

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Mr. Tyler See of Abdo will review the City of Wabasha 2023 Financial Audit. The audit for approval in this motion is available online: <https://www.wabasha.org/wp-content/uploads/2023-FINAL-Annual-Financial-Report.pdf>

**ACTION REQUIRED:**

A motion accepting the 2023 City of Wabasha Financial Audit as presented by Mr. Tyler See of Abdo. Please click on links to see presentation. <https://www.wabasha.org/wp-content/uploads/2023-FINAL-Audit-Presentation.pdf>

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**City Council Regular**

**1.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Administrator's Report

**DEPARTMENT:** Administration

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**PURPOSE:**

**Administrator's Report - Caroline Gregerson**

**ITEM SUMMARY:**

**Administrator's Support**

- I've been working to strategize around funding for the Highway 60 Re-Alignment Project and obtaining the final 50% of funding for the project. The Mayor, Council Members and I had productive meetings with the state representatives at the capitol. We know its a competitive bonding year. At this time, I am working with legislators to revise our legislation. We anticipate potential support for ambulance service this year as well.
- For the barge terminal, winter haul is going well and April 23, 2024 we have a meeting with regulatory agencies on the project. We also undertook a Request for Qualifications Project and selected Bolton Menk and AMI as our engineering firm. Lisa and I work on a check list provided by MARAD for the grant as time allows.
- Tyler and I have been working together to look at process improvements in response to the 2023 audit.
- I am working on a response to a monitoring for our HVAC program.
- Port Authority staff and I have been working on the state grant and demolition grants for the apartment projects. I will also be reaching out to the Chamber and Food Shelf to re-negotiate leases.
- Staff have been planning the athletic field grand opening, dog park opening, and also signage.
- The Wabasha-Kellogg Trail connection project was awarded a \$1.5 million commitment for the future trail and this news release was published in various media outlets.

**\*\* It's been a very busy first quarter of the year for me.**

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**City Council Regular**

**8. 1.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Approval of March 13, 2024, Regular Minutes

**DEPARTMENT:** Administration

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**PURPOSE:**

Approval of March 13, 2024, Regular Minutes

**ITEM SUMMARY:**

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**Attachments**

Minutes

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# DRAFT

Council Members:

First Ward: John Friedmeyer, Gene Jensen

Second Ward: Tim Wallerich, Brian Wodele

Third Ward: Dean Meurer, Jeff Sulla

Mayor: Emily Durand

City Attorney: Mike Flaherty

City Administrator: Caroline Gregerson

Deputy Clerk: Jessica Bruce

Date: March 13, 2024

## ***PROCEEDINGS OF THE CITY COUNCIL***

The regular meeting of the City Council of the City of Wabasha was held on Tuesday, March 13, 2024, and was called to order at 6:00 p.m. by Mayor Durand.

Present: Council Member John Friedmeyer; Council Member Dean Meurer; Council Member Brian Wodele; Council Member Jeff Sulla; Mayor Emily Durand; Council Member Tim Wallerich; Council Member Eugene Jensen

All present stood and recited the Pledge of Allegiance.

1. **Pledge of Allegiance**

2. **Guest Speaker - None**

3. **Public Comments**

Mayor Durand reviewed the public comment procedure.

Nancy Falkum, 212 Second Street East, Wabasha, expressed concerns about glitter litter, citing environmental concerns. She requested that all litter be contained and disposed of in a safe manner. She further requested that plastic decorations not be considered for future use in the community, due to the litter that it produces and the lack of clean-up that can occur after parades and community events. She also provided examples of decorations and other items that remain in community parks after celebrations. She recommended more enforcement of litter regulations and the non-use of plastic decorations. Mayor Durand commented that the City will be switching to "green" garland in the future. She suggested that Ms. Falkum address her concerns with other volunteer groups.

Amy Glomski, 1300 Broadway Avenue, Wabasha, thanked Council Members for their hard work, providing the examples of a new housing project and infrastructure upgrades. She spoke in support of adopting the new Minnesota flag. She summarized the process that was followed and reviewed the principles of good flag design. She commented that indigenous Minnesotans find the current flag and seal to be offensive. She stated that adoption of a new flag and seal will send a message that their concerns are being heard and their voices included.

Greg Glomski, 1300 Broadway Avenue, Wabasha, expressed excitement about the Downtown housing project, describing this as transformational. He stated his

understanding that the developer will be renting out the units. He cautioned against converting non-rented units into short-term rental housing, such as through Airbnb, stating that this would be counterproductive.

Linda Tenney, 336 Lawrence Boulevard East, Wabasha, asked how parking issues will be addressed. She also expressed concerns about a multi-story building one block from the historic Downtown area. She acknowledged the need for growth and new jobs but expressed concerns about the location of the proposed housing project.

Scott Lein, 624 Lawrence Avenue, Wabasha, commented regarding the historic character of Downtown Wabasha. He expressed agreement with the need for workforce housing and apartments. He suggested that the City and the Port Authority work to find a solution that will fit with the historic nature of Wabasha and help bring new people into the community.

Mayor Durand commented that a team has been working for more than two years to try to help address housing issues, noting that many types of housing are needed and are being considered. She described the proposed market-rate housing project as a unique opportunity and referenced potential State grant funding toward the project. She reviewed the next steps in the process and encouraged community members to join or follow the committee. City Administrator Gregerson provided additional information pertaining to the State grant requirements, project contingencies, and parking considerations.

#### 4. **Changes or Additions to Agenda**

#### 5. **Mayor's Presentation - Mayor Emily Durand**

Mayor Durand expressed sadness about the passing of Wabasha native Matthew Ruge, who was one of the Burnsville police officers killed in the line of duty. She thanked the community for holding a vigil to celebrate his life.

Mayor Durand congratulated the Dance Team for their accomplishments at the State competition. She also relayed positive comments about the recent Grumpy Old Men Festival. She commented regarding Public Works activities during the nice weather. She discussed a new placemaking grant program through the Blandin Foundation. She thanked election workers for the successful primary election. She further discussed work on the housing project.

Mayor Durand reported that a grand opening celebration for the Athletic Complex will be held on May 31.

#### 6. **Committee Reports and Wabasha Good News**

Fire Chief Darren Sheeley provided an update regarding the Fire Hall project. He discussed the engineer's estimates and the bidding process. The anticipated timeline and next steps were reviewed. Chief Sheeley also discussed Fire Department training activities and noted that a house burn is tentatively scheduled on April 13.

Ambulance Director Ryan Marking reviewed call statistics and provided a revenue update. Upcoming classes were reviewed. ALS and BLS revenue and calls were discussed. Mayor Durand discussed the relationship with Gundersen.

Planning Commission: Council Member Wallerich summarized topics of discussion during a recent meeting, including ordinance changes and approval of an IUP for a small mining operation.

Mayor Durand discussed legislative advocacy activities.

## 7. **Administrator's Report - Caroline Gregerson**

### 1. Administrator's Report

Administrator Gregerson highlighted topics from her report.

An update was provided regarding the Highway 60 realignment project. Administrator Gregerson reported that approximately 50% to 60% of the project costs will be supported by \$5 million in recently approved Federal grant funding, with the potential to receive matching funds from the State. She reviewed the anticipated project schedule.

Administrator Gregerson reported that a pre-construction meeting and a neighborhood meeting have been scheduled for discussion of the 2024 street improvement project. She reviewed the anticipated project schedule.

Administrator Gregerson discussed \$88,000 in revenue from the winter haul relating to the Section 217(d) agreement. She discussed the environmental review process, and Mayor Durand provided additional background information. Council Member Friedmeyer described this as a novel situation. He discussed the benefits of the DNR learning more about the intent of the project.

Administrator Gregerson discussed the real estate agreement for the housing project, noting that this will be added to the agenda for the next Council meeting. She stated that the Port Authority is working with Wabasha Area Food Share to find a new location, adding that the program was already in need of additional space. She reported that the Chamber has been advised of the City's intentions for the property. She provided additional information regarding the agreement and the contingencies related to following through with the commitment. She noted that a CUP request will be added to the agenda for the Planning Commission meeting on April 9, including discussion of parking concerns and the height of the building. She discussed project funding, noting that the results of the grant application will not be known until August.

Administrator Gregerson reported that the Park Board approved a new ADA swing for Pfeilsticker Park, and Mayor Durand provided additional information. It was noted that funding toward the ADA swing was received from a Blandin Foundation Boost Grant.

## 8. **Consent Agenda**

Mayor Durand reviewed the consent agenda.

Moved by Council Member Dean Meurer, seconded by Council Member John Friedmeyer to approve the consent agenda, minus Item 8.5.

**Vote:** 7 - 0 Adopted - Unanimously

1. Minutes 2-6-24
2. Miscellaneous Subdivision and Zoning Ordinance Updates 1st read
3. John Deere Zero Turn Lawn Mower Replacement

4. Personnel Policy Addition
5. Hire of Pool Directors  
*This item was moved to General Business for further discussion.*
6. New Member to Fire Commission
7. Purchase Flag Pole for Athletic Field Complex
8. March Warrants
9. Chamber Application for Gambling
9. **Public Hearing**  
There were no public hearings.
10. **General Business**
  1. Set Public Hearing to Establish a Tax Increment Financing District  
Administrator Gregerson provided background information with regard to tax increment financing support of the proposed development project. She requested the scheduling of a public hearing for discussion of establishing a tax increment financing district. She stated that, if the TIF district is approved, the details of the TIF plan and the terms of the agreement will be worked out with the developer. She stated that a 90/10 agreement for up to 26 years is being considered. She referenced the TIF plan for the Eagles Basin development. Council Member Sulla asked whether the developer is aware of the 90/10 agreement terms, and Administrator Gregerson summarized the discussion. She discussed utility and demolition work that will be required. Mayor Durand referenced discussion of a local housing fund. Council Member Meurer asked about the process and timeframe for building demolition, and Administrator Gregerson provided information in this regard. School District and County impacts from a TIF District were reviewed. The preliminary assessed value of the completed project, per Wabasha County, was stated to be \$6 million. It was noted that the assessed value will be re-evaluated following project completion.  
  
Moved by Council Member John Friedmeyer, seconded by Council Member Tim Wallerich to set a public hearing to establish a TIF district during a special meeting on April 23 at 5:00 p.m.  
**Vote: 7 - 0 Adopted - Unanimously**
  2. City Hall Chambers Background  
Mayor Durand discussed the City Hall Council Chambers project and reviewed the options.  
  
A motion was made by Council Member Friedmeyer, seconded by Council Member Wodele, to approve the canvas option. It was suggested to add the City Motto to the canvas. Options and colors were further discussed, with a preference expressed for a 3-color logo printed on canvas with the City Motto. The motion was retracted at this point,

and action on this item was tabled until the next meeting, at which point the final design will be presented.

Carpet squares were also discussed.

3. **Ambulance-City Hall-Public Safety Building Task Force**  
Ambulance Director Marking provided background information regarding the option to lease space in the former Middle School building, including the use of the main floor for classrooms and modifications to the second floor. The terms of a proposed 10-year lease were reviewed. Elevator access was discussed. The costs of leasing an existing building as opposed to constructing a new building were reviewed. Comparison information with other communities was presented. Potential project funding sources were discussed, and Administrator Gregerson suggested setting aside money in a special fund. Past Council discussion of a shared building was referenced. Administrator Gregerson suggested forming a task force to consider plans and funding options for a shared building. Council Members Sulla, Wallerich, and Meurer volunteered to serve on the task force, with Council Member Friedmeyer serving as an alternate member. The next steps were discussed, and a needs analysis was suggested. The current Police Department space was discussed. Administrator Gregerson suggested considering diverse funding sources and public engagement to build community support of a potential referendum. It was also suggested to consider what would happen to the current building if City Hall moves to a new space.
4. **Hire of Pool Directors**  
Additional information was requested in terms of budget impacts. Administrator Gregerson provided informatoin in this regard.

Moved by Council Member John Friedmeyer, seconded by Council Member Tim Wallerich to approve the hiring of two pool directors, as proposed.

**Vote:** 7 - 0 Adopted - Unanimously

## 11. **Donations**

1. **Resolution 08-2024**  
Mayor Durand reviewed the March donations.

### **LIBRARY**

\$200 – Anonymous in memory of Eugene (Bunny) Wodele  
\$50 – Jerry & Mary Arens in memory of Beth Hager  
\$20 – Jean Jahn in memory of Beth Hager  
\$250 – John & Sue Mundy  
\$390.50 - Friends of the Library for Touch of Magic children's show  
\$250 – Carol & Steve Scott  
\$200 – Heritage Laundromat (Greg Vandemark)

### **DOG PARK**

\$100 – Jeff & Paula Sulla

### **WABASHA ATHLETIC COMPLEX**

\$70,000 – Jim Concidine  
\$500 - Tom & Cathie Stordahl  
\$5,000 - Mathew & Amanda Arens  
\$1,000 – Julie & Leland Leichtnam



AMBULANCE

\$200 – Heritage Laundromat (Greg Vandemark)

POLICE DEPT

\$200 - Heritage Laundromat (Greg Vandemark)

FIRE DEPT

\$200 - Heritage Laundromat (Greg Vandemark)

Moved by Council Member Jeff Sulla, seconded by Council Member Dean Meurer to adopt Resolution 08-2024 approving the donations.

**Vote:** 7 - 0 Adopted - Unanimously

12. **Information - Financials Emailed to Council**

13. **Announcements**

14. **Adjournment**

Moved by Council Member Eugene Jensen, seconded by Council Member Dean Meurer to adjourn the meeting. The meeting adjourned at 7:12 p.m.

**Vote:** 7 - 0 Adopted - Unanimously

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Jessica Bruce, Deputy Clerk

**City Council Regular**

**8. 2.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** 2024 spring tree order

**DEPARTMENT:** Public Works

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**PURPOSE:**

We are preparing for another spring order of tree ordering and planting to fulfill our grant obligation by May 31st.

**ITEM SUMMARY:**

We have more trees to order this year for replanting after we removed all Ash trees in city parks and boulevards. We would like to get approval for 2 more orders at approximately \$5,000 per order. This would complete our grant requirements. We have \$20,000 in the forestry fund to cover the costs while we are reimbursed from the grant. We plan to populate the new Athletic Field Complex with quite a few of these trees. See attached order, for example. We are still working on availability this early spring.

**STAFF RECOMMENDATION:**

Approve up to \$10,000 for new trees for 2024 partially reimbursed by DNR tree grant.

**ACTION REQUIRED:**

Approve up to \$10,000 for new trees in 2024 out of the forestry budget partially reimbursed by DNR tree grant.

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**Attachments**

Tree order

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## ORDER ACKNOWLEDGEMENT

ORDER NO

018420

DATE

10/30/2020

SOLD TO

Wabasha, City of  
900 Hiawatha Dr  
Attn: Keith  
Wabasha, MN 55981

SHIP TO

Wabasha, City of  
900 Hiawatha Dr  
Attn: Keith  
Wabasha, MN 55981

SHIP DATE

ORDER DATE

10/28/2020

BILL TO

Wabasha, City of  
900 Hiawatha Dr  
Attn: Keith  
Wabasha, MN 55981

SHIP VIA

Will Call

TERMS

Net 30

CUST. PO

Spring 2021

TELEPHONE

(651) 565-4568

COMMENTS

**Your ship date has not been scheduled. Please call to confirm your ship date at least one week prior.**

QUANTITY	PRODUCT DESCRIPTION	SIZE	UNIT PRICE	AMOUNT
<b>Ornamental Trees - Bareroot</b>				
20	Elm Accolade	1"	41.950	839.00
15	Hackberry	1 1/4"	46.950	704.25
20	Linden Boulevard	1 1/4"	46.950	939.00
19	Locust Imperial	1"	45.950	873.05
15	Oak Bur	1"	42.950	644.25

### Ornamental Trees - Container

6	Ginkgo Autumn Gold	#20 Cont	139.000	834.00
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95

<b>SubTotal:</b>	\$4,833.55
<b>Freight - Truck:</b>	\$0.00
<b>Freight - UPS:</b>	\$0.00
<b>Pack. / Handling:</b>	\$0.00
<b>Sales Tax:</b>	\$0.00
<b>Deposits Received:</b>	\$0.00
<b>Order Balance:</b>	<b>\$4,833.55</b>

This document acknowledges receipt of your order and is not an Invoice. Fulfillment of this order is dependant on stock availability at time of shipping.

**City Council Regular**

**8. 3.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** League of MN Cities "Liability Coverage - Waiver Form"

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Cities obtaining liability coverage from the League of MN Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. Please refer to the attached information outlining the effects of both decisions whether to waive or not to waive the statutory limits.

In the past, Council has always chose not to waive the monetary limits on municipal tort liability established by Minnesota Statute 466.04.

**STAFF RECOMMENDATION:**

Staff recommends not waiving the monetary limits on municipal tort liability limits established by Minnesota Statute 466.04.

**ACTION REQUIRED:**

A MOTION to not waive the monetary limits on municipal tort liability limits established by Minnesota Statute 466.04.

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**Attachments**

Liability Coverage Waiver Form

LMC Liability Coverage Option Info.

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## LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.  
Email completed form to your city's underwriter, to [pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name: \_\_\_\_\_

*Check one:*

- ☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_



CONNECTING & INNOVATING  
SINCE 1913

RISK MANAGEMENT INFORMATION  
**LMCIT LIABILITY COVERAGE OPTIONS**  
Liability Limits, Coverage Limits, and Waivers

*LMCIT gives cities several options for structuring their liability coverage. The city can choose either to waive or not to waive the monetary limits the statutes provide; and the city can select from among several liability coverage limits. This memo discusses these options and identifies some issues to consider in deciding which of the options best meets the city's needs.*

**What are the statutory limits on municipal tort liability?**

The statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both.

**What are the coverage limits for LMCIT's basic primary liability coverage?**

For coverage written or renewed on or after November 15, 2014, LMCIT's liability coverage will provide a limit of \$2,000,000 per occurrence. Besides the overall coverage limit of \$2,000,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims), for certain specific risks. Aggregate limits apply to the following:

Products	\$3,000,000 annually
Failure to supply utilities	\$3,000,000 annually
Data security breaches	\$3,000,000 annually
EMF	\$3,000,000 annually
Limited pollution*	\$3,000,000 annually
Mold	\$3,000,000 annually
Employers liability (work comp)	\$1,500,000 annually
Land use/special risk litigation**	\$1,000,000 annually
Activities in outside organizations	\$100,000 annually

\* Includes sudden and accidental releases of pollutants; herbicide and pesticide application; sewer ruptures, overflows and backups; and lead and asbestos claims. Dredging or excavation claims are subject to a \$250,000 sublimit. These limits apply to both damages and defense costs.

\*\* Coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's online land use training. Coverage applies to both damages and litigation costs.

#### Why does LMCIT provide higher coverage limits than the statutory limit?

The reason is to give member cities better protection. The statutory liability limit caps the city's liability for many types of claims. But some liability claims, which are listed in the next section, aren't covered by the statutory limit, so the city's potential liability is unlimited. The higher limit also protects against a major incident in which many people might be injured. The \$2,000,000 per occurrence coverage limit gives the city better protection for these types of claims, and makes it less likely the city could end up with liability exceeding its coverage limit.

Another reason to provide higher limits is because it's increasingly more common to see contracts require more than the statutory limit of \$1,500,000; a more common figure is a \$2,000,000 limit. LMCIT's higher limits will now meet this requirement, but if even higher limits are required, there is the option to carry LMCIT's excess coverage to meet the additional requirements. LMCIT can also issue an endorsement to increase the city's coverage limit only for claims relating to a particular contract.

#### If the statute limits our liability and LMCIT is already providing higher limits than required, why purchase even more limits?

There are four good reasons why cities should strongly consider carrying LMCIT's excess coverage, which provides higher limits of liability coverage. Excess coverage is available in \$1,000,000 increments, up to a maximum of \$5,000,000.

##### 1. The statutory tort limits either do not or may not apply to several types of claims

The following are the types of claims the statutory limits do not apply to. LMCIT's higher limit of \$2,000,000 will definitely provide better protection against these types of claims, but there could be cases where even that limit might not be enough.

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, etc.
- *Claims for tort liability that the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.
- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states, or when a city official attends a national conference or goes to Washington to lobby, etc.
- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fund-raiser, for example.
- *Claims based on a "taking" theory.* Suits challenging land use regulations frequently include an "inverse condemnation" claim, alleging that the regulation amounts to a "taking" of the property.

##### 2. LMCIT's primary liability coverage has annual limits on coverage for a few specific risks

The table on page 1 lists the liability risks to which aggregate coverage limits apply. If the city has a loss or claim in one of these areas, there might not be enough limits remaining to cover the city's full exposure if there is a second loss of the same sort during the year.

Excess liability coverage gives the city additional protection against this risk as well.

There are, though, a couple important restrictions on how the excess coverage applies to risks that are subject to aggregate limits:

- The excess coverage does not apply to the following types of risks:
    - Failure to supply utilities.
    - Mold.
    - “Limited pollution” claims if either the pollutant release or the damage is below ground or in a body of water.
    - Auto no-fault claims.
    - Uninsured/underinsured motorist claims.
    - Workers’ compensation, disability, or unemployment claims.
    - Claims under the medical payments coverage.
  - The excess coverage does not automatically apply to liquor liability unless the city specifically requests it.
3. The city may be required by contract to carry higher coverage limits
- LMCIT’s limit of \$2,000,000 will meet most contract requirements, but if even higher limits are required, LMCIT’s excess coverage is an option. LMCIT can also issue an endorsement to increase the city’s coverage limit only for claims relating to a particular contract.
4. There may be more than one political subdivision covered under the city’s coverage
- An HRA, EDA, or port authority is itself a separate political subdivision. If the city EDA, for example, is named as a covered party on the city’s coverage and a claim were made that involved both the city and the EDA, theoretically the claimant might be able to recover up to \$1,500,000 from both the city and the EDA, since there are two political subdivisions involved. Excess coverage is one way to provide enough coverage limits to address this situation. Another solution is for the HRA, EDA, or port authority to carry separate liability coverage in its own name.

This issue of multiple covered parties can also arise if the city has agreed by contract to name another entity as a covered party, or to defend and indemnify another entity.

#### Who needs excess liability coverage?

If anything, excess liability coverage is even more important to a small city rather than to a large city. If a city ends up with more liability than it has coverage, the city will have to either draw on existing funds or go to its taxpayers to pay that judgment. A large city faced with, say, \$1,000,000 of liability over and above what its LMCIT coverage pays might be able to spread that cost over several thousand taxpayers. The small city by contrast might be dividing that same \$1,000,000 among only a couple hundred taxpayers. \$1,000,000 divided among 5,000 taxpayers is \$200 apiece – annoying but probably at least manageable for most taxpayers. \$1,000,000 divided among 200 taxpayers is \$5,000 apiece – enough to be a real problem for many.

#### What’s the effect of waiving the “per claimant” statutory liability limit?

For cities that choose to waive the statutory limits, the city is choosing to waive the protection of the statutory limits, up to the amount of coverage the city has. Someone with a claim against a



city that has waived the statutory limits would be able to recover up to \$2,000,000 (of course the individual would have to prove to the court or jury that he or she really does have that amount of damages), rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is roughly 3% higher for coverage under the waiver option.

For cities that choose not to waive the statutory limits, the city's liability is limited by the statute to no more than \$500,000 per claimant and \$1,500,000 per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that aren't covered by the statutory liability limit.

**Why would the city choose to pay more for the waiver-option coverage?**

The statutory liability limit only comes into play in a case where:

- The city is in fact liable.
- The injured party's actual proven damages are greater than the statutory limit.

Very literally, applying the statutory liability limit means an injured party won't be fully compensated for his or her actual, proven damages that were caused by city negligence. Some cities, as a matter of public policy, may want to have more assets available to compensate their citizens for injuries caused by the city's negligence. Waiving the statutory liability limits is a way to do that.

Other cities may feel that the appropriate policy is to minimize the expenditure of the taxpayers' funds by taking full advantage of every protection the legislature has decided to provide. There's no right or wrong answer on this point. It's a discretionary question of city policy that each city council needs to decide for itself.

**What's the effect of waiving the statutory limits if the city has excess coverage?**

If the city has \$1,000,000 of excess coverage and chooses to waive the statutory tort limits, the claimants (whether it's one claimant or several) could then potentially recover up to \$3,000,000 in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying excess coverage under the waiver option is a way to address an issue that some cities find troubling: the case where many people are injured in a single occurrence caused by city negligence. Suppose, for example, that a city vehicle negligently runs into a school bus full of children, causing multiple serious injuries. \$1,500,000 divided 50 ways may not go far toward compensating for those injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in that kind of situation.

The cost of the excess liability coverage is about 25% greater if the city waives the statutory tort limits. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort limits increases both the per-claimant exposure and the per-occurrence exposure.

**Is there an increase in risk if the city waives the statutory tort liability limits?**

There is no increase in risk for the city to end up with liability if LMCIT doesn't cover it. The waiver form specifically says the city is waiving the statutory tort liability limits only to the extent of the city's coverage.

Of course, that's not to say there is no risk the city's liability could exceed its coverage limits. Listed earlier in this memo are a number of ways that could happen to any city, but the waiver doesn't increase that risk.

Can the city waive the statutory tort limits for the primary coverage but not for the excess coverage?

No. If the city decides to waive the statutory tort limits, that waiver applies to the full extent of the coverage limits the city has. The city cannot partially waive the statutory limits.

Is there a simple way to summarize the options?

It's not necessarily simple, but the table on the following page is a shorthand summary of what the effect would be of the various coverage structure options in different circumstances.

Your League Resource  
Call the Underwriting  
Department at 651.281.1200  
or 800.925.1122 with any  
questions.

## LMCIT Liability Coverage Options

Coverage structure  If the city:	On a liability claim to which the statutory limits apply		On a liability claim to which the statutory limits do not apply
	This is the maximum amount a single claimant could recover on an occurrence.	This is the maximum total amount that all claimants could recover on a single occurrence.	
Does not have excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$2,000,000
Does not have excess coverage & Waives the statutory limits	\$2,000,000	\$2,000,000	\$2,000,000
Has \$1,000,000 of excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$3,000,000
Has \$1,000,000 of excess coverage & Waives the statutory limits	\$3,000,000	\$3,000,000	\$3,000,000

## RELEVANT LINKS:

See *Summary of LMCIT Liability Coverage Options* and the effects of choosing the various coverage structure options.

See Section II.D.3, *Purchasing higher liability limits*.

See Section II.D.3, *Purchasing higher liability limits*.

These limits apply whether the claim is against the city, against the individual officer or employee, or against both. The LMCIT liability coverage provides a standard limit of \$2 million per occurrence.

At the city's coverage renewal each year, it must decide whether to waive or not waive the statutory limits. There is no right or wrong answer on this point. It's a discretionary question of city policy that each city council needs to decide for itself.

### a. Waiving the statutory limit

Members who choose to waive the statutory limits are waiving the protection of the statutory limits, up to the amount of coverage the city has. Someone with a claim against a city that has waived the statutory limits would be able to recover up to the LMCIT standard limit of \$2 million, rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is a few percentage points higher for coverage under the waiver option.

A city may choose to pay more in premium for the waiver option because the statutory liability limit only comes into play in a case where the city is in fact liable and the injured party's actual proven damages are greater than the statutory limit. Some cities as a matter of public policy may want to have more assets available to compensate their citizens for injuries caused by the city's negligence. Waiving the statutory liability limits is a way to do that.

There is no increase in risk if the city waives the statutory liability limits. In other words, there is no risk for the city to end up with liability if LMCIT doesn't cover it. The LMCIT waiver form specifically says the city is waiving the statutory tort caps only to the extent of the city's coverage. That's not to say there is no risk the city's liability could exceed its coverage limits. There are certain situations in which this could happen, but the waiver doesn't increase that risk.

In those cases where the city waives the statutory limit, but also purchases the LMCIT excess liability coverage, a claimant could potentially recover more. For example, if the city has \$1 million of excess coverage and chooses to waive the statutory tort caps, the claimants (whether it's one claimant or several) could then potentially recover up to \$2.5 million in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying LMCIT's excess coverage under the waiver option is a way to address an issue that some cities find troubling, and that's: the case where many people are injured in a single occurrence caused by city negligence. An example is if a city vehicle negligently ran into a school bus full of children causing multiple serious injuries.

## RELEVANT LINKS:

See Section II.D.3,  
*Purchasing higher liability  
limits.*

See Section II.D.3.a,  
*Statutory limits may not  
apply.*

Minn. Stat. § 3.736.

The statutory limit of \$1.5 million divided 50 ways may not go far in compensating those injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in this kind of situation.

The cost of the excess liability coverage is about 25 percent greater if the city waives the statutory tort caps. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort caps increases both the per claimant exposure and the per occurrence exposure.

### **b. Not waiving the statutory limit**

For cities who choose not to waive the statutory limits, the city's liability is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that aren't covered by the statutory limit.

## **3. Purchasing higher liability limits**

LMCIT makes available the option of carrying higher coverage limits than the basic limit of \$2 million per occurrence. This coverage, called excess liability coverage, is available in \$1 million increments up to a maximum of \$5 million.

There are several different reasons why cities may consider carrying LMCIT's excess liability coverage.

### **a. Statutory limits may not apply**

The statutory tort caps either do not or may not apply to several types of claims. Some examples include:

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, and so on.
- *Claims for tort liability the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.
- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states or when a city official attends a national conference or goes to Washington to lobby.
- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fundraiser, for example.
- *Claims based on a "taking" theory.* Suits challenging land use regulations frequently include an "inverse condemnation" claim, alleging the regulation amounts to a "taking" of the property.

**City Council Regular**

**8. 4.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Approval of Two HPC Member Appointments

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

An application has been made by Janet Runions and Bill Jewson for the Heritage Preservation Commission to fill both of the vacancies.

**ACTION REQUIRED:**

Motion to approve the appointment of Janet Runions and Bill Jewson to the HPC effective 4/2/2024.

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**City Council Regular**

**8. 5.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Fiscal Agent for Electrical Vehicle Charging Project

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

The City of Wabasha received a request to act as the fiscal agent for electric vehicle charging project as a result of the Changemaker Retreat. Staff is looking for approval to act as the fiscal agent for this project. All income and payments would be tracked in separate electric vehicle charging project revenue and expense accounts.

**ACTION REQUIRED:**

Approval for the City of Wabasha to act as the fiscal agent for electric vehicle charging project.

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**City Council Regular**

**8. 6.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Approve full-time paramedic in Ambulance Service to replace full-time EMT

**DEPARTMENT:** Ambulance

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**PURPOSE:**

To change the vacated Full-Time EMT position to a Full-Time Paramedic position.

**ITEM SUMMARY:**

Full-Time EMT Austyn Burt has resigned from his Full-Time position his last day will be April 3rd, 2024. At the Ambulance Commission meeting on March 19th the commission recommended that we change the position to a Full-Time Paramedic position. Director Marking believes that the additional budget impact from the increase in pay between the two positions will be offset by revenue. Director Marking feels that with the difficulty finding Full-Time EMT's previously and current Full-Time EMT positions open in the area that would pay more than we are paying, that advertising for a Full-Time Paramedic would be the best route.

**COMMITTEE RECOMMENDATION:**

The Ambulance Commission recommended that we post the position for a Full-Time Paramedic at their March 19th meeting.

**STAFF RECOMMENDATION:**

Post for a Full-Time Paramedic Position.

**ACTION REQUIRED:**

Approval to post the position with the change.

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**City Council Regular**

**8. 7.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Resolution for Minnesota Housing Finance Agency

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

This resolution is for the City of Wabasha to partner with Keller-Baartman on an application for Minnesota Housing Finance Agency for a new apartment building in downtown Wabasha at Second and Alleghany. The program requires matching funds for the project from the City which will be achieved through sale of the property for \$1 and through Tax Increment Finance on the project. The project and the projected rents is not feasible in today market and with current interest rates without this combination of support for the project. As part of the grant, it's subject to underwriting standards and evidence of financial need for the project to be realized. This project came out of an initiative by the Wabasha Port Authority to facilitate more housing in Wabasha.

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**Attachments**

Resolution

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**CERTIFIED COPY OF RESOLUTIONS ADOPTED BY THE**

**MEMBERS OF Wabasha City Council**

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**I HEREBY CERTIFY**, that I am the duly elected Secretary and keeper of the records of The City of Wabasha {Insert Legal Name of Recipient}, a City Clerk {Insert Designation} ("Recipient"), that the following is a true and correct copy of Resolutions duly and unanimously adopted by all of the members of the [*city council*] of Recipient on April 2, 2024, all of the members being present and constituting a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and any other requirements of Recipient; that such Resolutions do not conflict with any laws of Recipient nor have such Resolutions been in any way altered, amended or repealed and are in full force and effect, unrevoked and unrescinded as of this day, and have been entered upon the regular Minute Book of Recipient, as of the aforementioned date, and that the members of the [*city council*] of Recipient have, and at the time of adoption of such Resolutions, had full power and lawful authority to adopt such Resolutions and to confer the powers thereby granted to the officer(s) therein named who has (have) full power and lawful authority to exercise the same:

**WHEREAS**, Recipient has submitted an application (the "Application") for a project (the "Project") pursuant to the Workforce Housing Development Program ("Program") in order to obtain funding from the Minnesota Housing Finance Agency ("Minnesota Housing").

**WHEREAS**, on this 2 day of April, 2024, there has been presented to the meeting of the [*city council*] of Recipient a proposal for Recipient, upon selection by Minnesota Housing, to enter in to a Deferred Loan Agreement pursuant to the Program in order to obtain funding from Minnesota Housing .

**NOW, THEREFORE, BE IT RESOLVED**, that Recipient is authorized to enter into a Deferred Loan Agreement, substantially in the form as attached to these Resolutions as **Exhibit A**, pursuant to the Program in order to obtain funding from Minnesota Housing in an amount not to exceed \$2,950,000 (the "Loan").

**BE IT FURTHER RESOLVED**, that Recipient is an Eligible Project Area, as defined in Minnesota Statute Section 462A.39, subdivision 2, has the legal authority to apply for financial assistance, and has the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the Project for its design life.

**BE IT FURTHER RESOLVED**, that Recipient certifies that it will use the Loan for qualified expenditures for the Project to serve employees of business located in the City of Wabasha (Eligible Project Area) or surrounding area.

**BE IT FURTHER RESOLVED**, that the Loan will be matched by City of Wabasha (local unit of government, business, nonprofit organization, or federally recognized Indian Tribe in Minnesota) with at least \$1 for every \$2 provided.

**BE IT FURTHER RESOLVED**, that Recipient certifies that the average vacancy rate for rental housing located in Wabasha (Eligible Project Area), and in any other city located within 15 miles or less of the boundaries of the area, has been five percent or less for at least the prior two-year period.

**BE IT FURTHER RESOLVED**, that the Loan will not exceed 50 percent of the Project costs.

**BE IT FURTHER RESOLVED**, that Mayor, Emily Durand (Title of First Authorized Official) and City Administrator, Caroline Gregerson (Title of Second Authorized Official), or their successors in office, are hereby authorized to execute the Deferred Loan Agreement and such other agreements, and amendments thereto, as are necessary to implement the Project on behalf of Recipient.

**BE IT FURTHER RESOLVED**, that Minnesota Housing is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of Minnesota Housing at its principle office of notice in writing from Recipient of any amendment or alteration of such Resolutions.

**ATTEST:**

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Secretary

---

Dated:       , 20

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(Seal)

**City Council Regular**

**8. 8.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Warming house excavation work

**DEPARTMENT:** Public Works

---

**PURPOSE:**

Review bill for Dankwarts excavation for the preparation for the warming house building.

**ITEM SUMMARY:**

During the excavation of the ground prior to the warming house construction, plumbing needed to be completed, along with water lines and winterization configuration. To make things easier and up to code, additional work was completed which made the bill higher than anticipated. Also, a couple other items were added to the bill, such as the old athletic field fill pile hydroseeding and work for Xcel Energy power rerouting for the project. We will look to recoup money back from Xcel Energy for that part. Hydroseeding will be paid for by the downtown street project. We will work with Brian Malm to pay for the warming house excavation through the athletic field project, or use donations received towards the project. Caroline and I wanted to follow appropriate procedures for paying bills through city council over \$5,000.

**STAFF RECOMMENDATION:**

Recommend paying the bill as presented.

**ACTION REQUIRED:**

Pay bill as presented.

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**Attachments**

bill

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Danckwart Landscaping LLC  
 16240 627th St  
 Kellogg, MN 55945  
 507-767-4946  
 danckwartlandscaping@gmail.com  
 https://www.danckwartllc.com/



**BILL TO**  
 City of Wabasha  
 P.O. Box 268  
 Wabasha, MN 55981

**INVOICE 19483**

**DATE** 01/30/2024 **TERMS** Upon Receipt

**DUE DATE** 01/30/2024

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
10/23/23 to 11/22/23					
<b>Public Works Department</b>					
INV #	PW				
DEPT CODE	# Athletic Field				
AMT \$	10,296.60				
INITIAL AUTH TO PAY					
DATE	Public Works Department				
INV #	PW				
DEPT CODE	# Athletic Field (XCEL)				
AMT \$	1,900.00				
INITIAL AUTH TO PAY					
DATE					
INV #	PW				
DEPT CODE	# Downtown Street project				
AMT \$	2,000.00				
INITIAL AUTH TO PAY	D.				
DATE	3-26-24				
		Warming house project			
		-dug up curb stop, hydrant, and sewer.			
		-removed and relocated sewer and water.			
		-installed large hydrant for rink flooding			
		-removed wet and bad soil			
		-compacted back up and prepped for concrete			
	<b>Mobilization</b>	Moving equipment to site	2	145.00	290.00
	<b>Labor</b>	Manual Labor /per hr	42	85.00	3,570.00
	<b>305 Mini Exc</b>	305 mini excavator /per hr	20.50	115.00	2,357.50
	<b>Bobcat T450</b>	450 Skid Steer with operator /per hr	15	100.00	1,500.00
	<b>Project Cost</b>	Material (water line parts/fittings, sewer parts)	1	1,737.80	1,737.80
	<b>Class 5</b>	Gravel /per yd	18	17.85	321.30
	<b>Fill Sand</b>	Fill sand /per load	4	130.00	520.00
	<b>Project Cost</b>	filled sidewalk, Seeded and repaired where Xcel ran line	1	1,900.00	1,900.00

All invoices are subject to finance charge on unpaid balances.

Xcel Repairs Power

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Project Cost</b>	Hydro seeded big pile from street project	1	2,000.00	2,000.00

1  
We appreciate your business!  
Thank you.

*Downtown Street  
project*

TOTAL DUE

**\$14,196.60**

Public Works Department

INV #

DEPT CODE

AMT \$

INITIAL AUTH TO PAY

DATE

INV #

DEPT CODE

AMT \$

INITIAL AUTH TO PAY

DATE

Public Works Department

INV #

DEPT CODE

AMT \$

INITIAL AUTH TO PAY

DATE

All invoices are subject to finance charge on unpaid balances.

**City Council Regular**

**8. 9.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** April Warrants

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

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**Attachments**

April Warrants

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# CITY OF WABASHA COUNCIL PAYABLES

03/28/24 12:02 PM

Page 1

PROG Descr	Search Name	Account Descr	Amount	Comments
Administration				
Administration	CINTAS	E 100-410-41500-311 Contractor Fees	\$98.82	RUG SERVICES
Administration	STUMPF PRINTING COMPANY	E 100-410-41500-350 Printing and Binding	\$298.00	WINDOW ENVELOPES WITH RETURN AD
Administration	WABASHA AREA LIONS	E 100-410-41500-433 Dues and Subscriptions	\$50.00	LIONS CLUB MEMBERSHIP JAN - JULY
Administration	VISA	E 100-410-41500-433 Dues and Subscriptions	\$21.46	ADOBE SUBSCRIPTION
Administration			\$468.28	
Ambulance				
Ambulance	KWIK TRIP INC	E 100-420-42500-212 Motor Fuels	\$550.01	AMBULANCE FUELS
Ambulance	BOUND TREE MEDICAL, LLC	E 100-420-42500-217 Medical Supplies	\$170.78	MEDICAL SUPPLIES
Ambulance	GUNDERSEN HEALTH SYSTEM	E 100-420-42500-217 Medical Supplies	\$21.75	SUPPLY-CONNECTOR IV
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$7.50	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$37.95	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$116.47	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$239.93	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$1.52	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$13.64	MEDICAL SUPPLIES
Ambulance	BOUND TREE MEDICAL, LLC	E 100-420-42500-217 Medical Supplies	\$109.21	MANOMETER & IV SOLUTION
Ambulance	INTERSTATE BUILDING & SUPPLY	E 100-420-42500-223 Building Maint/Repair Supplies	\$52.77	PLYWOOD
Ambulance	ECP SERVICES, LLC	E 100-420-42500-311 Contractor Fees	\$2,348.59	COMMISSIONS ON NET PAYMENTS
Ambulance	FIRSTNET BUILT WITH AT & T	E 100-420-42500-321 Telephone	\$76.46	AMBULANCE MOBILE INTERNET
Ambulance	JESSES AUTOMOTIVE LLC	E 100-420-42500-414 Vehicle Maintenance	\$205.86	AMBULANCE OIL CHANGE
Ambulance			\$3,952.44	
Elections/Voters Registration				
Elections/Voters Registrati	MICHELLE MEYER-SHANROCK	E 100-410-41200-109 Election Judges	\$104.50	PNP ELECTION & TRAINING 9.5 HOURS
Elections/Voters Registrati	CRAIG FALKUM	E 100-410-41200-109 Election Judges	\$104.50	PNP ELECTION & TRAINING 9.5 HOURS
Elections/Voters Registrati	VISA	E 100-410-41200-219 General Supplies	\$88.59	ELECTION JUDGE LUNCH SUBWAY
Elections/Voters Registrati	VISA	E 100-410-41200-219 General Supplies	\$62.86	ELECTION JUDGE SUPPLIES
Elections/Voters Registrati	VISA	E 100-410-41200-219 General Supplies	\$144.05	EVENING SHIFT MEAL
Elections/Voters Registration			\$504.50	
Engineering				
Engineering	BOLTON AND MENK INC	E 100-410-41300-303 Engineering Fees	\$3,850.50	COULEE WAY SUBDIVISION - INVOICE #
Engineering	BOLTON AND MENK INC	E 100-410-41300-303 Engineering Fees	\$15,405.00	FITZGERALD SUBDIVISION INV #1744
Engineering			\$19,255.50	
Fire Protection				



PROG Descr	Search Name	Account Descr	Amount	Comments
Fire Protection	VISA	E 100-420-42200-200 Office Supplies	\$31.01	FLASH DRIVES
Fire Protection	KWIK TRIP INC	E 100-420-42200-212 Motor Fuels	\$108.61	FIRE DEPARTMENT FUEL
Fire Protection	FIRE SAFETY USA	E 100-420-42200-221 Equipment Maintenance/Parts	\$383.25	ENGINE W-6 LABOR & REPAIRS
Fire Protection	FIRE SAFETY USA	E 100-420-42200-221 Equipment Maintenance/Parts	\$639.75	ANNUAL COMPRESSOR SERVICES
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$552.98	2 ABA 8DG BAT1400A 18
Fire Protection	FIRE SAFETY USA	E 100-420-42200-221 Equipment Maintenance/Parts	\$72.95	STREAMLIGHT
Fire Protection	VISA	E 100-420-42200-221 Equipment Maintenance/Parts	\$70.96	EXHAUST MUFFLER SILENCER
Fire Protection	VISA	E 100-420-42200-221 Equipment Maintenance/Parts	\$115.89	INLET PIPE AND INTAVE VALVE
Fire Protection	OWA ARCHITECTS LLC	E 100-420-42200-223 Building Maint/Repair Supplies	\$4,085.00	FIRE HALL ADDITION
Fire Protection	JESSE VOLD	E 100-420-42200-308 Continuing Ed	\$987.83	FIRE OFFICER SCHOOL
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$140.00	INDIANA CHIEFS CONVENTION
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$1,483.84	TRAINING ACCOMODATIONS
Fire Protection			<u>\$8,672.07</u>	
General Govt Bldg City Hall				
General Govt Bldg City Hall	VISA	E 100-410-41900-200 Office Supplies	\$19.99	THERMAL LAMINATING PLASTICS
General Govt Bldg City Hall	VISA	E 100-410-41900-200 Office Supplies	\$27.99	FRONT OFFICE KEYBOARD AND MOUSE
General Govt Bldg City Hall	HILLS HARDWARE HANK	E 100-410-41900-223 Building Maint/Repair Supplies	\$9.16	WENDYS OFFICE KEYS - CITY HALL ACCT
General Govt Bldg City Hall	VISA	E 100-410-41900-223 Building Maint/Repair Supplies	\$22.49	DOOR REINFORCERS
General Govt Bldg City Hall	VISA	E 100-410-41900-313 Cleaning Services	\$63.41	SAMS CLUB CITY HALL SUPPLIES
General Govt Bldg City Hall			<u>\$143.04</u>	
Independent Accounting/Audit				
Independent Accounting/A	ABDO ABDO EICK & MEYERS LLP	E 100-410-41700-301 Auditing and Accounting Serv.	\$1,865.00	AUDITING AND ACCOUNTING SERVICES
Independent Accounting/Audit			<u>\$1,865.00</u>	
IT Department				
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312 Computer Support	\$42.00	FIREWALL & STANDARD PROTECTION
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312 Computer Support	\$1,260.00	EXPANDED BUSINESS AGREEMENT
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312 Computer Support	\$256.26	CLOUD BACK UP
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312 Computer Support	\$82.00	MICROSOFT 365
IT Department	WABASHA COUNTY	E 100-410-41920-320 Internet/Website Service	\$621.53	NET MOTION SUBSCRIPTION - WABASH
IT Department			<u>\$2,261.79</u>	
Legal				
Legal	FLAHERTY & HOOD, P.A.	E 100-410-41800-304 Legal Fees	\$75.00	LABOR & EMPLOYMENT CONSULT SVCS
Legal	WABASHA COUNTY	E 100-410-41800-304 Legal Fees	\$2,000.00	LEGAL SERVICES
Legal			<u>\$2,075.00</u>	
Miscellaneous				
Miscellaneous	AUDIO DESIGNS INCORPORATED	E 100-490-45400-478 Reception Center	\$4,685.00	LIGHTS FOR EMS VEHICLES
Miscellaneous			<u>\$4,685.00</u>	

PROG Descr	Search Name	Account Descr	Amount	Comments
Planning & Community Developme				
Planning & Community De	BOLTON AND MENK INC	E 100-420-42300-311 Contractor Fees	\$2,999.00	PLANNING & ZONING ADMIN SERVICES
Planning & Community De	BOLTON AND MENK INC	E 350-410-42300-311 Contractor Fees	\$3,488.75	ATHLETIC FIELD ENGINEERING
Planning & Community De	EARL F ANDERSEN INC.	E 350-410-42300-311 Contractor Fees	\$234.30	ATHLETIC FIELD SIGNAGE
Planning & Community De	CARROT-TOP INDUSTRIES, INC.	E 350-410-42300-311 Contractor Fees	\$8,879.99	AH850 - 50' INTERNAL HALYARD FLAG P
Planning & Community De	CARROT-TOP INDUSTRIES, INC.	E 350-410-42300-311 Contractor Fees	\$540.86	SHIPPING
Planning & Community De	VISA	E 350-410-42300-311 Contractor Fees	\$58.54	STEEL ANCHORS
Planning & Community De	VISA	E 350-410-42300-311 Contractor Fees	\$3,467.26	DOG PARK CHAIN LINK
Planning & Community Developme			\$19,668.70	
Police Protection				
Police Protection	VISA	E 100-420-42100-219 General Supplies	\$6.69	DRY ERASE MARKERS
Police Protection	WABASHA COUNTY	E 100-420-42100-308 Continuing Ed	\$375.00	BCA-DMT-G CERTIFICATION TRAINING
Police Protection	WABASHA COUNTY	E 100-420-42100-412 Building Rent	\$1,050.00	APRIL CJC RENT
Police Protection	VISA	E 100-420-42100-433 Dues and Subscriptions	\$91.94	PEACE OFFICER STANDARDS & TRAININ
Police Protection	VISA	E 100-420-42100-433 Dues and Subscriptions	\$91.94	PEACE OFFICER STANDARDS & TRAININ
Police Protection	STREICHER S	E 100-420-42100-581 Uniforms	\$275.00	UNIFORMS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$127.35	WATERPROOF BOOTS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$35.98	UNIFORMS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$123.02	UNIFORMS
Police Protection			\$2,176.92	
Pool				
Pool	HAWKINS, INC	E 100-450-45300-216 Chemical and Chemical Products	\$150.51	POOL CHEMICALS
Pool			\$150.51	
Public Works				
Public Works	ARNOLD S SUPPLY & KLEENIT CO	E 100-430-43100-211 Cleaning/Janitorial Supplies	\$227.64	GARBAGE BAGS
Public Works	WABASHA COUNTY	E 100-430-43100-212 Motor Fuels	\$376.55	PUBLIC WORKS GAS
Public Works	WABASHA COUNTY	E 100-430-43100-212 Motor Fuels	\$217.99	
Public Works	LINDE GAS & EQUIPMENT INC	E 100-430-43100-215 Oxygen-Supplies	\$333.49	SUPPLIES
Public Works	VISA	E 100-430-43100-219 General Supplies	\$21.25	OFFICE SUPPLIES
Public Works	HILLS HARDWARE HANK	E 100-430-43100-219 General Supplies	\$879.10	PUBLIC WORKS ACCOUNT - Feb & March
Public Works	DAHL AUTOMOTIVE	E 100-430-43100-221 Equipment Maintenance/Parts	\$1,717.10	21 SILVERADO PLOW/ELECTRICAL
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$40.21	BACK UP ALARM AND BLACK ICE
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$37.98	LATEX GLOVES
Public Works	JOHN DEERE FINANCIAL	E 100-430-43100-221 Equipment Maintenance/Parts	\$38.72	PRESSURE VESSEL
Public Works	MACQUEEN EQUIPMENT INC	E 100-430-43100-221 Equipment Maintenance/Parts	\$663.52	SWEEPER
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$44.29	DUAL SIDED TAPE MEASURE
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$98.94	POST DRIVER CAPS
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$111.62	CHAIN LINK TOOLS
Public Works	EDUCATION AND TRAINING SERVIC	E 100-430-43100-308 Continuing Ed	\$549.00	WOBBE & HUTH (CREDIT USED OF \$549

PROG Descr	Search Name	Account Descr	Amount	Comments
Public Works	VALLEY PUBLICATIONS, INC	E 100-430-43100-351 Legal Notice Publishing	\$187.50	POOL ADVERTISEMENTS
Public Works	CLEARWAY COMMUNITY SOLAR LLC	E 100-430-43100-381 Electric/Gas Utility	\$61.41	PUBLIC WORKS SOLAR
Public Works	WABASHA SAND GRAVEL * READY C	E 100-430-43100-383 Forestry	\$6,600.00	BRUSH DUMP LEASE
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$580.16	NAVIGATE SELECTIVE HERBICIDE
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$91.78	NYLON NETS AND BAT STORAGE
Public Works	MID AMERICAN RESEARCH CHEMICA	E 100-430-43100-527 PARK MAINTENANCE	\$676.54	7
Public Works	MISSISSIPPI LAWN CARE LLC	E 100-430-43100-527 PARK MAINTENANCE	\$478.24	BEACH PARK, CITY HALL, POOL PARK
Public Works	DEMAND ELECTRIC	E 100-430-43100-527 PARK MAINTENANCE	\$135.97	REPLACE BREAKER & OUTLET SITE 44
Public Works	VISA	E 100-430-43100-579 Safety Equipment	\$208.06	2G/7.5L IIAF SAFETY
Public Works	EARL F ANDERSEN INC.	E 100-430-43100-583 Signs	\$509.85	PORTABLE SIGNS AND NO PARKING
Public Works	EARL F ANDERSEN INC.	E 100-430-43100-583 Signs	\$1,704.04	STREET SIGNS
Public Works	EARL F ANDERSEN INC.	E 100-430-43100-583 Signs	\$859.25	4 WAY STREET SIGNS
Public Works	VISA	E 100-430-43100-596 Flags	\$236.18	MINNESOTA FLAGS
Public Works	BOLTON AND MENK INC	E 389-430-43100-303 Engineering Fees	\$14,740.25	2023 STREET & UTILITY IMP
Public Works	ST CROIX RECREATION	E 502-430-43100-472 Grants/Donations	\$4,885.60	FOUNTAINS
Public Works			<hr/>	
			\$37,312.23	
Water Department				
Water Department	STUMPF PRINTING COMPANY	E 800-500-49000-350 Printing and Binding	\$136.90	DIFFERENCE IN COST OF ENVELOPES
Water Department	XCEL ENERGY	E 800-500-49000-381 Electric/Gas Utility	\$1,241.75	MUNICIPAL PUMP
Water Department	JULIE WINGERT	E 800-500-49000-430 Miscellaneous	\$39.01	REFUND OF AUTOPAY SOLD PROPERTY
Water Department			<hr/>	
			\$1,417.66	
			<hr/>	
			\$104,608.64	

**City Council Regular**

**8. 10.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Approve Overnight Docking Request National Eagle Center

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

The National Eagle Center (NEC) will be offering River Cruises together with the Cal Fremling out of Winona this year. Most of the cruises will be starting and ending in Winona, but NEC have been lucky enough to get them to come to Wabasha for the cruises as part of our Soar with the Eagles Festivals. This means we would have them in town for one weekend in June and one weekend in September. During these weekend festivals we would like to request overnight docking at the new city dock just in front of the National Eagle Center.

The overnight requested dates are as follows:

Friday, June 21st and Saturday, June 22nd

Friday, Sept. 20th and Saturday, Sept. 21st

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**City Council Regular**

**10. 1.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Review, discuss and determine award of contract for the Fire Department Building Addition project.

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Bids were received 4/1 at 2:00pm. Bids submitted to the City of Wabasha for review and approval of the apparent low bid and authorization to enter into contract. OWA architects reviewed the bids after the bid opening and attached is the award letter and recommendation for Tim Carrel's Construction for \$371,974. Total request of budget approval is \$455,170.

In addition to the bid amount, staff is also requesting funds for contingency and for engineering fees to project manage and inspect the project. Total budget:

\$371,974 (construction cost)

\$30,000 (contingency)

\$28,000 (engineering and project management fees for design and oversight)

**Total: \$429,974**

CIP: \$410,000 (budgeted)

Fire Department Operations (balance, \$19,974- budgeted under Equipment Replacement)

**ACTION REQUIRED:**

Approve bid of \$371,974 to Carrels Construction, plus contingency and engineering fees, for a total of \$429,974. Of total, \$410,000 to be paid out of CIP and \$19,974 to be paid out of Fire Department Operations- Equipment Replacement.

---

**Attachments**

Bids Received

Recommendation to Award Bid

---

**BID TABULATION SHEET**

Date 4/1/2024

Project Name: Wabasha Fire Addition

Architect Project No.: #2321

Owner: City of Wabasha

Bid Opening Date and Time: 4/1/2024  
2:00pm

Bid Opening Location: 900 Hiawatha  
Drive East, Wabasha MN

Issued by: Jacob

COMPANY	BASE BID	ADDENDA	
			1
TIM CARRELS CONSTRUCTION	\$ 371,974.00		X
KEY BUILDERS, INC.	\$ 435,070.00		X
KRAMER CONTRACTING, LLC	\$ 416,000.00		X
HVAC + GAS PIPE BENEDICT REFRIGERATION SERVICE	\$ 91,830.00		X

Opened by: JACOB NICKAY 

Witnessed by: 

**April 1, 2024**

To: Caroline Gregerson – City Administrator  
City of Wabasha  
900 Hiawatha Dr. E,  
Wabasha, MN 55981

Re: Fire Department Building Addition

Ms. Gregerson,

Bids for the above referenced project were received at 2:00 pm on April 1, 2024; refer to the attached bid tabulation form for the results. One irregularity was found in the bidding information, Addendum #01 was issued with an incorrect Bid Time listed as 1:00pm. Bids were held until 2:00pm as was indicated in the project manual, advertisement for bid, and Bid Form at which time they were opened and read aloud.

The low bid received for the Project was from Tim Carrels Construction of Wabasha, MN. After review of their bid, it has been found to be responsive to the plans, specifications, and bidding requirements with no irregularity. OWA does not have any past experience working with Tim Carrels Construction and is unaware of any reason not to contract with Tim Carrels Construction.

The submitted low bid is within the budget estimate provided in October 2023. The estimated cost of construction at that time was between \$320,000 and \$380,000. The estimate itemized some excluded but possible alternates to the scope of work including replacement of the vehicle exhaust system and modification to the general heating and ventilation system. During design it was determined that the building was noncompliant with the mechanical code and that changes to the heating, ventilation, and vehicle exhaust systems would be required to complete the project and occupy the building. The final design scope included replacement and modification to both systems. It was discussed to separate these scope changes as alternates during the bid but was decided against as it could potentially confuse the required full scope of work and disrupt the bidding process. If the City of Wabasha would prefer to contract the vehicle exhaust or heating/ventilation scope or work as a separate contract this can be accomplished during construction but would not be recommended.

It is our recommendation that a contract be awarded to Tim Carrels Construction in the amount of their Base Bid: Three Hundred Seventy-One Thousand, Nine Hundred Seventy-Four dollars (\$371,974.00) for this Project.

If you have any questions or concerns, please call.

Sincerely,



Jacob Nicklay - Architect  
OWA Architects, LLC

**City Council Regular**

**10. 2.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** 2024 Mill & Overlay project

**DEPARTMENT:** Public Works

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**PURPOSE:**

Discuss the proposed 2024 Mill & Overlay project.

**ITEM SUMMARY:**

Over the past year and a half, Public Works has been planning a Mill & Overlay project to help keep up on street pavement replacement. We know that we can't afford to do more total street reconstruction, so a Mill & Overlay is proposed to keep several streets in working condition. After recent street surveys, Market Street, parts of Jefferson and Franklin are in the worst pavement condition and beyond repair by Public Works. We would like to tackle this small package this year while paving crews are in town for other projects. We have confirmed with the Finance Director that there are funds set aside in the CIP to cover this amount. In approximately 2 years, we will look to possibly borrow funds for a much larger Mill & Overlay and Chip Sealing project. With the increase in prices, and the reduction of maintenance budget money over the past few years, we are unable to keep up with street maintenance on a yearly basis.

**COMMITTEE RECOMMENDATION:**

Street Commission recommends moving ahead with the 2024 Mill & Overlay project.

**STAFF RECOMMENDATION:**

Staff recommends moving forward with the 2024 Mill & Overlay project.

**ACTION REQUIRED:**

Motion to approve moving forward with the 2024 Mill & Overlay project.

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**Attachments**

location map

preliminary cost estimate

project schedule

presentation

Feasibility report/public hearing

Preparation of report

---









## PRELIMINARY ENGINEER'S ESTIMATE

2024 STREET IMPROVEMENTS  
CITY OF WANASHA, MN  
BMI PROJECT NO.: H1.133759

Updated: 2-27-2024

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
<b>STREET AND SITE</b>					
1	CONSTRUCTION ALLOWANCE	10000	UNIT	\$1.00	\$10,000.00
2	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
3	TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00
4	REMOVE CURB & GUTTER	80	LF	\$8.00	\$640.00
5	SUBGRADE EXCAVATION	364	CY	\$20.00	\$7,275.00
6	STABILIZING AGGREGATE	364	CY	\$38.00	\$13,822.50
7	MILL BITUMINOUS PAVEMENTS	7275	SY	\$4.00	\$29,100.00
8	BITUMINOUS MATERIAL FOR TACK COAT	728	GAL	\$2.00	\$1,456.00
9	BITUMINOUS WEAR COURSE	875	TON	\$115.00	\$100,625.00
10	B618 CONCRETE CURB & GUTTER	80	LF	\$50.00	\$4,000.00
11	BITUMINOUS CURB & GUTTER	3465	LF	\$8.00	\$27,720.00
12	INLET PROTECTION	5	EA	\$200.00	\$1,000.00
				<b>SUBTOTAL:</b>	<b>\$226,638.50</b>
<b>SANITARY SEWER</b>					
13	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	4	EA	\$2,000.00	\$8,000.00
14	SANITARY SEWER CASTING ASSEMBLY	4	EA	\$1,200.00	\$4,800.00
15	SANITARY SEWER I&I BARRIER	4	EA	\$350.00	\$1,400.00
				<b>SUBTOTAL:</b>	<b>\$14,200.00</b>
<b>WATERMAIN</b>					
16	VALVE BOX TOP SECTION & CAP	1	EA	\$470.00	\$470.00
17	ADJUST VALVE BOX	2	EA	\$400.00	\$800.00
				<b>SUBTOTAL:</b>	<b>\$1,270.00</b>
<b>STORM SEWER</b>					
18	ADJUST FRAME AND RING CASTING (STORM)	3	EA	\$1,000.00	\$3,000.00
19	ADJUST FRAME AND RING CASTING SPECIAL (STORM)	1	EA	\$2,000.00	\$2,000.00
20	STORM SEWER CASTING ASSEMBLY	3	EA	\$1,200.00	\$3,600.00
21	CHIMNEY SEAL (STORM)	3	EA	\$500.00	\$1,500.00
				<b>SUBTOTAL:</b>	<b>\$10,100.00</b>
BASE CONSTRUCTION SUBTOTAL:					\$252,208.50
CONSTRUCTION CONTINGENCIES (5%):					\$12,600.00
<b>BASE CONSTRUCTION COST:</b>					<b>\$264,808.50</b>
ESTIMATED ENGINEERING, ADMIN & LEGAL:					\$66,300.00
<b>ESTIMATED BASE PROJECT TOTAL:</b>					<b>\$331,108.50</b>



Real People. Real Solutions.

2900 43rd Street NW  
Suite 100  
Rochester, MN 55901

Ph: (507) 208-4332  
Fax: (507) 208-4155  
Bolton-Menk.com

**2024 Street Improvements**  
**City of Wabasha, Minnesota**  
**Project Schedule – 03-22-2024**

Tentative Project Schedule	
Council Orders Preparation of Feasibility Report	04/02/2024
Resolution Receiving Report & Calling for Hearing on Improvement	04/02/2024
Published Notice of Hearing on Improvement	04/23/2024
	04/30/2024
Mailed Notice of Hearing on Improvement	04/23/2024
Improvement Hearing	05/07/2024
Resolution Ordering Improvement & Preparation of Plans & Specifications	05/07/2024
Prepare Plans and Specifications	05/07/2024 – 06/04/2024
Resolution Approving Plans & Specifications & Ordering Advertisement for Bids	06/04/2024
Advertise for Bids	06/11/2024
Open Bids	07/02/2024
Accept Bids & Call for Assessment Hearing	07/02/2024
Published Notice for Assessment Hearing	07/23/2024
Mailed Notice for Assessment Hearing	07/23/2024
Assessment Hearing	08/06/2024
Resolution Adopting Final Assessment Roll, Awarding Contract	
Begin Construction	Summer 2024
End Construction	Fall 2024



# 2024 Street Improvements

## Feasibility Report

City of Wabasha, MN  
February 2024

**Submitted by:**

Bolton & Menk, Inc.  
2900 43RD Street NW  
Suite 100  
Rochester, MN 55901  
P: 507-208-4332



**BOLTON  
& MENK**

Real People. Real Solutions.

# Certification

Feasibility Report

For

2024 Street Improvements

City of Wabasha, MN  
BOLTON & MENK No. H1.133759

February 2024

**PROFESSIONAL ENGINEER**

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.

Signature: 

Typed or Printed Name: Brian P. Malm, P.E.

Date: 3/27/24 License Number: 40457

# Table of Contents

I.	EXECUTIVE SUMMARY .....	1
II.	PROJECT INTRODUCTION .....	1
III.	EXISTING CONDITIONS.....	2
A.	STREET .....	2
B.	STORM DRAINAGE .....	5
C.	SANITARY SEWER.....	5
D.	WATERMAIN .....	5
E.	OTHER UTILITIES .....	5
IV.	PROPOSED IMPROVEMENTS.....	5
A.	STREET .....	5
B.	STORM DRAINAGE .....	6
C.	SANITARY SEWER.....	6
D.	WATERMAIN .....	6
E.	OTHER UTILITIES .....	6
F.	RIGHT-OF-WAY AND EASEMENTS .....	7
V.	APPROVALS AND PERMITS.....	7
VI.	PROJECT COST ESTIMATE AND FINANCING .....	7
VII.	PROPOSED SCHEDULE.....	8
VIII.	CONCLUSION AND RECOMMENDATIONS.....	8

## Appendix

### Appendix A: Figures

Figure No. 1: Project Location

Figure No. 2: 2021 Street Ratings

Figure No. 3: Existing Utilities

Figure No. 4: Proposed Improvements

Figure No. 5: Proposed Improvements

### Appendix B: Preliminary Cost Estimates

### Appendix C: Preliminary Assessment Roll

## I. EXECUTIVE SUMMARY

This Feasibility Report considers street and selected utility infrastructure improvements along the following streets, to be referred to as the project area.

- Market Street West – Between Alleghany Avenue and 3<sup>rd</sup> Street East
- Franklin Avenue – Between Market Street West and 2nd Street East
- Jefferson Avenue – Between Market Street West and 3rd Street East

The existing street in the project area is deteriorated and in need of repair as described in this report. If the recommended improvements are not made, maintenance costs will continue to rise as further deterioration occurs, and the infrastructure will ultimately fail.

The project as proposed would consist of bituminous mill and overlay, replacement of bituminous curb, spot repair of concrete curb & gutter, valve adjustments and casting adjustments.

The total estimated cost of the proposed improvements is \$329,808.50. Funding for the improvements is proposed to come from capital improvement funds and special assessments.

Based on the City's Local Improvement policy, the estimated total amount to be assessed for the project is \$65,961.70. The estimated assessment for a single family residential property is \$1,649.04.

From an engineering standpoint, the proposed improvements are feasible, cost effective, necessary, and can be best accomplished by letting competitive bids for the work. We recommend that the Council accept this Feasibility Report and call for a public hearing on the proposed improvements.

The proposed schedule for the project is as follows:

- Design, Assessment Hearings, Approvals, Bidding, and Award– April 2024 – July 2024
- Construction –September-October 2024

## II. PROJECT INTRODUCTION

This Feasibility Report considers pavement and select utility improvements for the following streets in the City of Wabasha:

- Market Street West – Between Alleghany Avenue and 3<sup>rd</sup> Street East
- Franklin Avenue – Between Market Street West and 2nd Street East
- Jefferson Avenue – Between Market Street West and 3rd Street East

The project location within the City of Wabasha and the specific streets being considered for improvement are shown in Figure No. 1 in Appendix A.

In accordance with Minnesota Statutes, Chapter 429, the City Council has authorized the preparation of a feasibility report to define the scope and determine the feasibility of the proposed project. The specific objectives of this Feasibility Report are to:

1. Evaluate the need for the project
2. Determine the necessary improvements
3. Provide information on the estimated costs and assessments for the proposed project.

4. Determine the project schedule
5. Determine the feasibility of the proposed project

The project as proposed would consist of bituminous mill and overlay, replacement of bituminous curb, spot repair of concrete curb & gutter, valve adjustments and casting adjustments.

Specific items of construction will consist of:

1. Milling of existing pavement and bituminous curb and gutter
2. Installation of bituminous pavement
3. Installation of bituminous curb
4. Spot repair of existing concrete curb and gutter
5. Valve and casting adjustments
6. Turf Establishment

### III. EXISTING CONDITIONS

#### A. STREET

The streets in the project area vary in width between 29-42 ft and are bituminous surfaced, some with bituminous curb and some with concrete curb and gutter. The platted right of way width for the streets in the project area varies between 60-80 ft.

The bituminous pavements in the project area show signs of oxidation, fatigue cracking, block cracking, some rutting and patched areas. During the summer of 2021, City staff completed a street condition inventory, which included rating the condition of all City streets using the Pavement Surface Evaluation and Rating (PASER) Methodology, originally developed for the Wisconsin Department of Transportation. The PASER system rates streets on a scale of 1-10 with 1 being a completely failed street, and 10 being a brand-new street. RoadBotics mapping was also done in 2021. This is an automated method of scanning the road surface and creating a rating based on these scans. RoadBotics also rates streets on the PASER scale. Figure No. 2, in Appendix A, shows the results of the street ratings.

As the figure shows, a majority of the PASER ratings for the streets in the project area range from 4-6. The RoadBotics mapping did show localized areas in the 1-3 range. These ratings were verified in February 2024 by BOLTON & MENK staff. Typically, pavements with a PASER rating between 7-10 are good candidates for crack and chip seal treatment, pavements with a PASER rating between 4-6 are good candidates for a mill and overlay, and pavements with a PASER rating between 1-3 are targeted for full reconstruction.

The condition of the existing bituminous curb ranges from fair to poor, with some areas where the curb has nearly been obliterated. The condition of the existing concrete curb and gutter ranges from good to fair, although there are some locations that require replacement due to settlement or severe cracks.



The following are some representative photos of the condition of the existing streets.



***Market St mid-block between Pembroke & Bailey looking east***



***4th Grant BLVD intersection looking west***





***Market St & Franklin Ave intersection looking east***



***Franklin Ave mid-block looking south***

#### B. STORM DRAINAGE

The existing storm drainage system in the project area consists of surface drainage flowing along the curb lines to adjacent streets where storm sewer does exist. There are storm catch basins located along the curb radius in the project area at the intersections of Market Street East and Pembroke Ave, as well as Franklin Ave and 2nd Street East.

The condition of the catch basins and castings in the project area ranges from fair to good.

The existing storm drainage system is shown on Figure No. 3 in Appendix A.

#### C. SANITARY SEWER

Sanitary sewer exists in the project area under Market St East between 4th Grant BLVD East and Jefferson Ave. Based on information available, the sanitary sewer in the project area is estimated to be around 47 years old and the main has been previously lined. Sanitary sewer services are likely clay or cast iron and have not been lined.

The existing sanitary sewer system is shown on Figure No. 3 in Appendix A.

#### D. WATERMAIN

The existing water distribution system in the project area is believed to consist of 6-8 inch diameter pipe assumed to be mostly cast iron. Based on information available, the water main in the project area mostly ranges in age from 50 to 75 years old. Cast iron watermain of this age has outlived its expected life and is typically targeted for replacement.

The existing watermain system is shown on Figure No. 3 in Appendix A.

#### E. OTHER UTILITIES

Other non-municipal owned utilities are present in the right-of-way. These include electric, natural gas and telecommunication. The condition of these utilities are unknown.

### IV. PROPOSED IMPROVEMENTS

#### A. STREET

All of the project area streets will be milled and overlaid with a new 2-inch thick layer of bituminous pavement. On streets with existing bituminous curb, the curb will be removed by milling and will be replaced with new bituminous curb. On streets with existing concrete curb and gutter the curb will remain in place, except for selected areas where the curb is severely damaged or has settled. In areas where significant structural deterioration has occurred, full depth patches will be constructed prior to constructing the 2-inch overlay.

While mill and overlay projects initially produce a new “crack free” bituminous surface, cracks that exist in the underlying bituminous pavement will “reflect” through within the first 1-2 years and additional cracking will continue over the life of the pavement. This is normal and should be expected. As with past mill and overlay projects in the City, those cracks should be sealed as soon as possible.

A mill and overlay improvement is expected to last between 10-15 years, depending upon the condition of the underlying pavement. With proper maintenance (crack seal and chip seal treatments every 7 years) and a dry, stable underlying base, some of the streets may see extended life of 20-25 years.

Proposed street improvements can be seen in Figure No.4 and Figure No. 5, both in Appendix A.

## B. STORM DRAINAGE

Given the scope of the proposed project as a mill and overlay surfacing improvement project, no improvements to the storm sewer system (aside from manhole and catch basin adjustments) are proposed. If the storm sewer were to be replaced, the majority of the street surface would be disturbed, and the project would essentially become a full reconstruction.

It should be noted that on mill and overlay and reclaim projects it is very difficult to solve drainage issues, as the new pavement generally follows the grade of the existing street. If the existing streets are flat and have localized “bird bath” type ponding along the edge of street, it should be expected that for the most part those ponds will remain. While attempts will be made during the design and construction process to address these issues where possible, the City should note that full street reconstruction with the complete replacement or addition of concrete curb and gutter would be necessary to fully address such localized ponding.

## C. SANITARY SEWER

Based on the need to minimize inflow and infiltration (I&I, i.e., surface or groundwater) entering the system, it is proposed to replace all sanitary manhole castings within the project areas and install sealed lids and I&I barriers on these structures to prevent surface or ground water from entering the storm sewer system through any gaps in the adjusting rings of the existing structures. If the sewer main and services were to be replaced, the majority of the street surface would be disturbed, and the project would essentially become a full reconstruction. Therefore, no improvements to the sewer main or services are proposed.

## D. WATERMAIN

Given the scope of the proposed project as a mill and overlay surfacing improvement project, no improvements to the watermain system (aside from valve box adjustments) are proposed. If the watermain and water services were to be replaced, the majority of the street surface would be disturbed, and the project would essentially become a full reconstruction.

We understand that the City does not have the funding to pursue a full reconstruction project at this time. As noted in Section 4.A, a mill and overlay improvement has the potential to last 20-25 years with proper maintenance. Given that the watermain is currently 50-75 years old, this means that it may be approaching 70-100 years old by the time the street requires reconstruction. The City should be aware that it is very likely that watermain repairs requiring cutting into the street surface will be necessary during this 20-25 year period. If watermain breaks become a significant problem, it may also mean that the street may need to be reconstructed prior to 20-25 years based on the condition of the watermain.

## E. OTHER UTILITIES

The design of the proposed improvements will be coordinated with the owners of private utilities such as electric, natural gas, and telecommunications. A design coordination meeting will be held with all private utility companies to identify those utilities that are in conflict with the proposed improvements. Private utility companies will be requested to submit proposed designs and construction schedules for any relocation. The construction schedule for the proposed improvements will be coordinated with the utility relocation schedule to avoid unnecessary delays.

## F. RIGHT-OF-WAY AND EASEMENTS

The project will be designed to stay within the existing right-of-way limits. Temporary construction easements may be necessary along the project frontage to accommodate minor construction disturbances at driveway tie-ins and turf grading limits. The location of any temporary construction easements will be determined during final design.

## V. APPROVALS AND PERMITS

No formal permits from other government agencies are required for this project. Coordination with MnDOT and Wabasha County related to traffic control or any minor impacts to their right-of-way will be completed during the design and construction phases of the project.

## VI. PROJECT COST ESTIMATE AND FINANCING

The total estimated project costs are summarized below. A detailed cost estimate and breakdown is included in Appendix B.

	<b>Total Project Cost</b>
Estimated Construction Cost	\$263,808
Estimated Engineering, Administration and Legal	\$66,000
<b>Total Estimated Project Cost</b>	<b>\$329,808</b>

These cost estimates are based on public construction cost information from other recent projects of similar in scope. Since the cost estimates are dependent on the cost of labor, materials, competitive bidding process, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information and no warranty or guarantee as to the accuracy of construction cost is made. Therefore, financing for this project should be based upon actual competitive bid prices with reasonable contingencies.

We understand that the project is proposed to be financed using Capital Improvement Funds and special assessments.

The process for determining special assessments for the project is described in the City's Local Improvement Policy. In the policy, the proposed improvements are considered a Class E improvement.

Under Class E improvements, the policy states that the cost of street improvements shall be assessed to the benefitting properties on a per unit basis, with a per unit cost equivalent to 20% of the total project cost, but not greater than the benefit to the property. Benefitting properties are those properties that abut the streets being improved. Assessable units are calculated using an equivalent residential unit. Any residential building lot is considered one unit, while the number of units for non-residential properties is calculated based on frontage. The preliminary assessment roll includes 36 parcels. The estimated total number of equivalent residential units for the project is 40. With a total project cost for the street improvements of \$329,808.50, the 20% assessable amount is \$65,961.70. Therefore, the estimated per unit assessment for the street improvements is \$1,649.04. A preliminary assessment roll of benefitting properties is included in Appendix C of this report. Individual assessments range from \$1,649.04 to a high of \$3,298.09, with an average assessment of \$1,702.24. Several properties may have been assessed as a part of



prior projects, and would receive a \$0 assessment, in accordance with the City's Local Improvement Policy, as a part of this project if that is verified. This verification will be done prior to preparation of the final assessment roll.

Special assessments must not exceed the special benefit to the property being assessed. Based on court decisions, special benefits have been determined to be equivalent to the market value increase of the property due to the improvement. Therefore, special assessments must not exceed the market value increase. The City's policy also states that the City Council may obtain appraisals to determine the market value increase in the benefitting properties if it is necessary to support the assessments.

## VII. PROPOSED SCHEDULE

The following table provides a tentative project schedule. All dates are subject to change.

Tentative Project Schedule	
Council Orders Preparation of Feasibility Report	04/02/2024
Resolution Receiving Report & Calling for Hearing on Improvement	04/02/2024
Published Notice of Hearing on Improvement	04/23/2024
	04/30/2024
Mailed Notice of Hearing on Improvement	04/23/2024
Improvement Hearing	05/07/2024
Resolution Ordering Improvement & Preparation of Plans & Specifications	05/07/2024
Prepare Plans and Specifications	05/07/2024 – 06/04/2024
Resolution Approving Plans & Specifications & Ordering Advertisement for Bids	06/04/2024
Advertise for Bids	06/11/2024
Open Bids	07/02/2024
Accept Bids & Call for Assessment Hearing	07/02/2024
Published Notice for Assessment Hearing	07/23/2024
Mailed Notice for Assessment Hearing	07/23/2024
Assessment Hearing	08/06/2024
Resolution Adopting Final Assessment Roll, Awarding Contract	
Begin Construction	Summer 2024
End Construction	Fall 2024

## VIII. CONCLUSION AND RECOMMENDATIONS

The existing street and utility infrastructure in the project area is deteriorated and in need of repair as described in this report. If the recommended improvements are not made, maintenance costs will continue to rise as further deterioration occurs, and the infrastructure will ultimately fail. From an engineering standpoint, this project is feasible, cost effective, necessary, and can best be accomplished by letting competitive bids for the work. Feasibility is contingent upon City Council findings with respect to project financing.

We recommend that the City Council accept this report, call for a hearing on the proposed improvements, and consider scheduling a separate neighborhood informational meeting prior to the improvement hearing to provide an additional, less formal opportunity for public involvement on the project.

## Appendix A: Figures

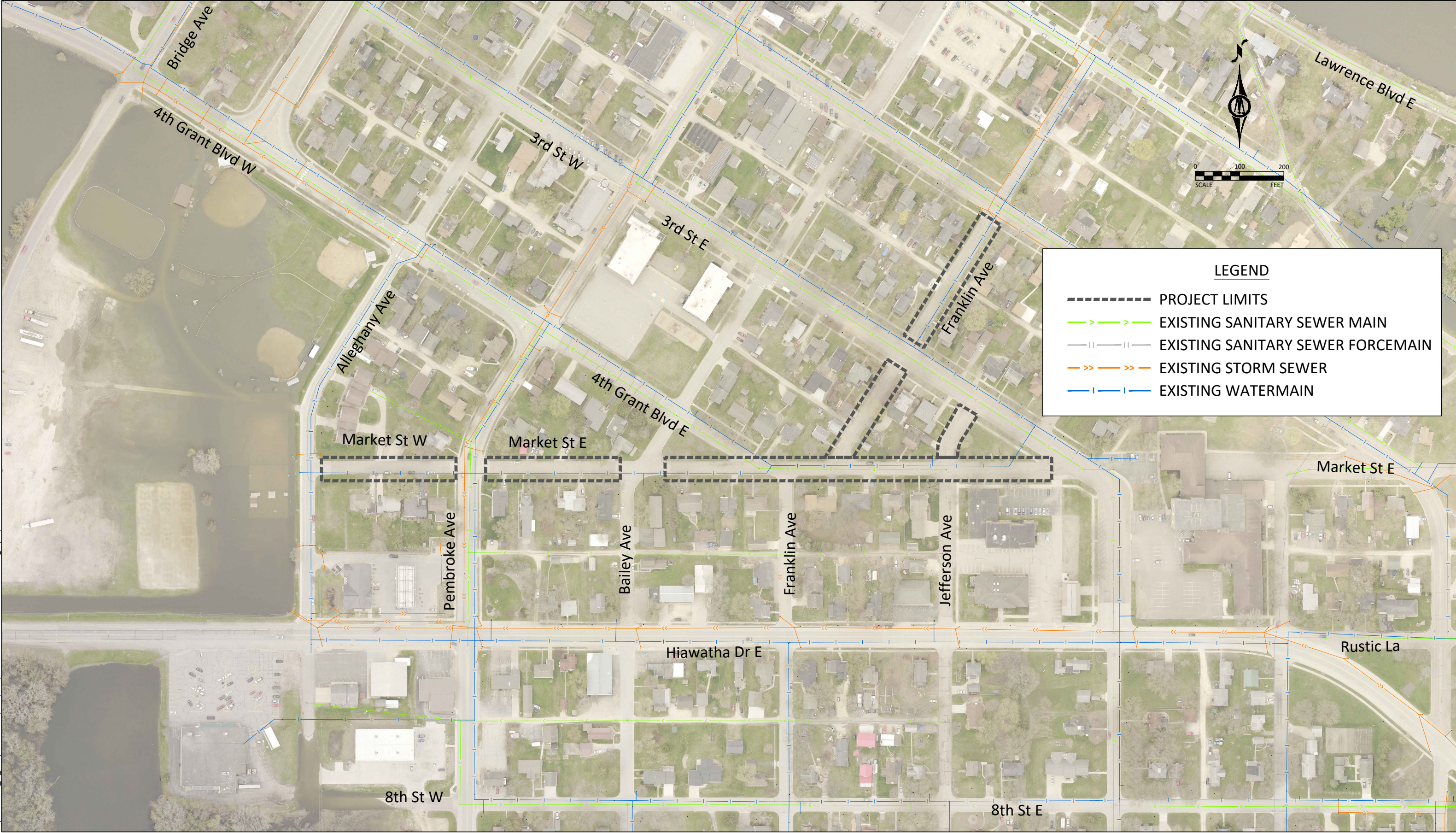






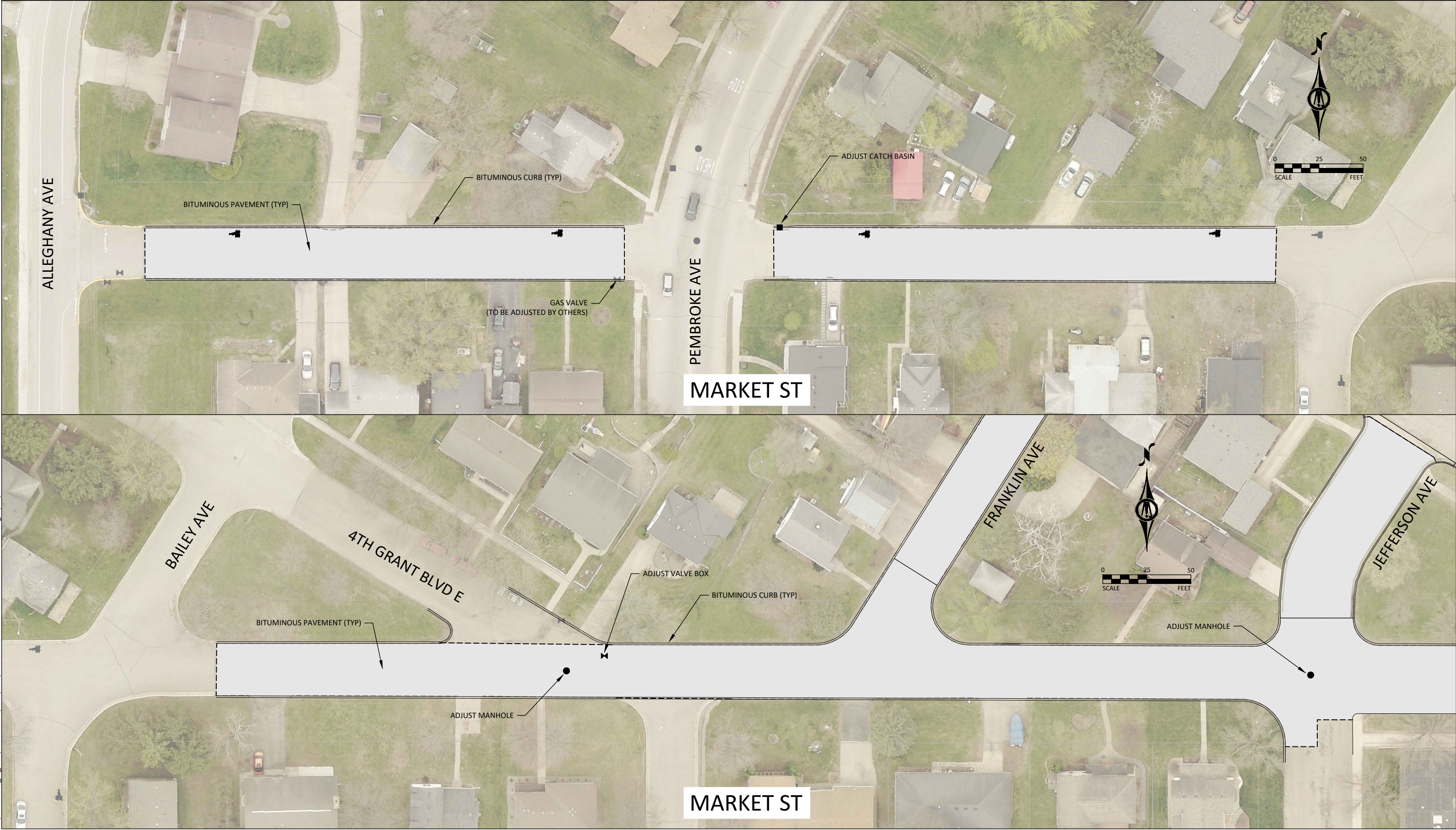




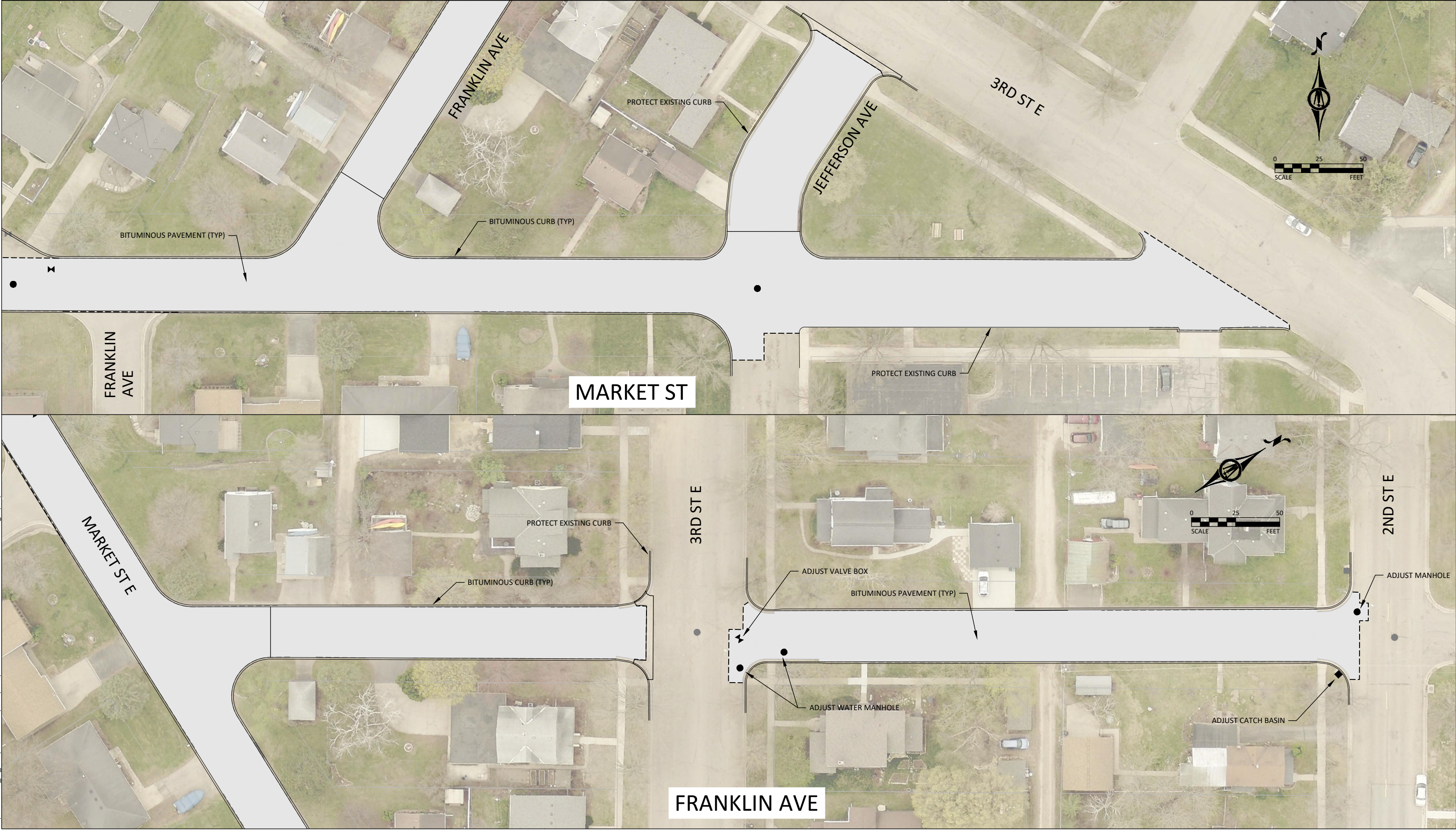


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## Appendix B: Preliminary Cost Estimates



## PRELIMINARY ENGINEER'S ESTIMATE

2024 STREET IMPROVEMENTS  
CITY OF WANASHA, MN  
BMI PROJECT NO.: H1.133759

Updated: 3-27-2024

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
<b>STREET AND SITE</b>					
1	CONSTRUCTION ALLOWANCE	10000	UNIT	\$1.00	\$10,000.00
2	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
3	TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00
4	REMOVE CURB & GUTTER	80	LF	\$8.00	\$640.00
5	SUBGRADE EXCAVATION	364	CY	\$20.00	\$7,275.00
6	STABILIZING AGGREGATE	364	CY	\$38.00	\$13,822.50
7	MILL BITUMINOUS PAVEMENTS	7275	SY	\$4.00	\$29,100.00
8	BITUMINOUS MATERIAL FOR TACK COAT	728	GAL	\$2.00	\$1,456.00
9	BITUMINOUS WEAR COURSE	875	TON	\$115.00	\$100,625.00
10	B618 CONCRETE CURB & GUTTER	80	LF	\$50.00	\$4,000.00
11	BITUMINOUS CURB & GUTTER	3465	LF	\$8.00	\$27,720.00
12	INLET PROTECTION	5	EA	\$200.00	\$1,000.00
				<b>SUBTOTAL:</b>	<b>\$226,638.50</b>
<b>SANITARY SEWER</b>					
13	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	4	EA	\$2,000.00	\$8,000.00
14	SANITARY SEWER CASTING ASSEMBLY	4	EA	\$1,200.00	\$4,800.00
15	SANITARY SEWER I&I BARRIER	4	EA	\$350.00	\$1,400.00
				<b>SUBTOTAL:</b>	<b>\$14,200.00</b>
<b>WATERMAIN</b>					
16	VALVE BOX TOP SECTION & CAP	1	EA	\$470.00	\$470.00
17	ADJUST VALVE BOX	2	EA	\$400.00	\$800.00
				<b>SUBTOTAL:</b>	<b>\$1,270.00</b>
<b>STORM SEWER</b>					
18	ADJUST FRAME AND RING CASTING (STORM)	2	EA	\$1,000.00	\$2,000.00
19	ADJUST FRAME AND RING CASTING SPECIAL (STORM)	1	EA	\$2,000.00	\$2,000.00
20	STORM SEWER CASTING ASSEMBLY	3	EA	\$1,200.00	\$3,600.00
21	CHIMNEY SEAL (STORM)	3	EA	\$500.00	\$1,500.00
				<b>SUBTOTAL:</b>	<b>\$9,100.00</b>
BASE CONSTRUCTION SUBTOTAL:					\$251,208.50
CONSTRUCTION CONTINGENCIES (5%):					\$12,600.00
<b>BASE CONSTRUCTION COST:</b>					<b>\$263,808.50</b>
ESTIMATED ENGINEERING, ADMIN & LEGAL:					\$66,000.00
<b>ESTIMATED BASE PROJECT TOTAL:</b>					<b>\$329,808.50</b>

## Appendix C: Preliminary Assessment Roll

Preliminary Assessment Roll  
2024 Street Improvement Project  
City of Wabasha, Minnesota  
BMI Project No. H1.133759

2/27/2024

Line	Parcel ID	Owner	Property Address	Owner Address	Non Residential Frontage	ERU for Street Assessment	Street Assessment	Notes
	R27.00403.03	JAMES D ROEMERREVOCABLE LIVING TRUST	439 ALLEGHANY AVE	100 BRUEGGER VALLEY RDWABASHA, MN 55981		2	\$3,298.09	4-plex
	R27.00399.00	DARRELL E SHEELEYJANET K SHEELYTRUST AGREEMENT	436 PEMBROKE AVE	436 PEMBROKE AVEWABASHA, MN 55981		1	\$1,649.04	
	R27.00401.00	CHARLES G CAMPBELLRANDI C CAMPBELL	435 PEMBROKE AVE	435 PEMBROKE AVEWABASHA, MN 55981		1	\$1,649.04	
	R27.00402.00	RICHARD L BYRNEMAUREEN D BYRNE	112 4TH GRANT BLVD E	112 4TH GRANT BLVD EWABASHA, MN 55981		1	\$1,649.04	
	R27.00400.03	ALLAN R ROEMERELAINE E ROEMER	118 4TH GRANT BLVD E	118 4TH GRANT BLVD EWABASHA, MN 55981		1	\$1,649.04	
	R27.00400.00	JEREMY E GLARNER	124 4TH GRANT BLVD E	2545 CRESTWOOD COURT SEROCHESTER, MN 55904		1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00401.03	CITY OF WABASHA	435 PEMBROKE ROW HWY 60 AVE	900 HIAWATHA DRIVE EPO BOX 268WABASHA, MN 55981	61.48	1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00359.00	KATHLEEN A GERAGHTY	229 4TH GRANT BLVD E	229 4TH GRANT BLVD EWABASHA, MN 55981		1	\$1,649.04	
	R27.00933.00	MARIA DOLORES ACOSTA	336 FRANKLIN AVE	336 FRANKLIN AVEWABASHA, MN 55981		1	\$1,649.04	
	R27.00931.00	DAVID A SCHMIDTCATHERINE K SCHMIDT TRUST	230 3RD STREET E	230 3RD STREET EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00930.00	FERNANDO BOHULANODESIREE L BOHULANO	229 3RD STREET E	229 3RD STREET EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00929.00	STEVEN F LONGSTAFFTINA M LONGSTAFF	230 2ND STREET E	3145 GRAND AVE SMINNEAPOLIS, MN 55408		1	\$1,649.04	
	R27.00911.00	SHARON SILKER	306 2ND STREET E	306 2ND STREET EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00912.00	RONALD L BENSONLYNDA M BENSON	305 3RD STREET E	305 3RD STREET EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00923.00	JOHN G PASSECAREN L PASSE	306 3RD STREET E	306 3RD STREET EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00921.00	THE M H MARX FAMILY TRUST	312 3RD STREET E	712 CHURCH AVEWABASHA, MN 55981		1	\$1,649.04	
	R27.00922.00	BRADLEY R SMITHMICHELLE M SMITH	325 MARKET STREET E	325 MARKET STREET EWABASHA, MN 55981		1	\$1,649.04	
	R27.00920.00	COUNTY OF WABASHA	505 JEFFERSON AVE	625 JEFFERSON AVEWABASHA, MN 55981	182.05	1.5	\$2,473.56	
	R27.00649.00	CITY OF WABASHA	605 ALLEGHANY AVE	900 HIAWATHA DRIVE EPO BOX 268WABASHA, MN 55981	60	1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00649.03	MARIETTA L LILLIE	123 MARKET ST W	521 ROCQUE AVEWABASHA, MN 55981		1	\$1,649.04	
	R27.00648.00	CATHERINE A GALLENBERGERCAROL J SCHLUETER	117 MARKET ST W	117 MARKET ST WESTWABASHA, MN 55981		1	\$1,649.04	
	R27.00647.00	THOMAS M SINTER	111 MARKET ST W	111 MARKET ST WESTWABASHA, MN 55981		1	\$1,649.04	
	R27.00646.00	MICHAEL W KEEPPER	105 MARKET ST W	105 MARKET ST WESTWABASHA, MN 55981		1	\$1,649.04	
	R27.00641.00	JEFFREY M ZIMMERMANCONNIE S PENZ	106 MARKET ST E	106 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00640.00	DANNY HARNISCH	112 MARKET ST E	E3985 450TH AVEMENOMONIE, WI 54751		1	\$1,649.04	
	R27.00639.00	JOSEPH C SCHULTZLYNN M SCHULTZ	118 MARKET ST E	118 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00638.00	STEVEN J PENZ	130 MARKET ST E	4921 70TH AVEROCHESTER, MN 55906		1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00633.00	LEVAUR LIVINGSTONEALLIAH LIVINGSTONE	611 BAILEY AVE	118 UNION STMONTCLAIR, NJ 07042		2	\$3,298.09	4-plex. Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00632.00	TERRY P TIMMLAURA M TIMM	218 MARKET ST E	218 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00631.00	RICHARD F SWANSON	224 MARKET ST E	17475 48TH PL NPLYMOUTH, MN 55446		1	\$1,649.04	
	R27.00630.00	STEPHEN MALAKOWSKY	230 MARKET ST E	230 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.



Preliminary Assessment Roll  
2024 Street Improvement Project  
City of Wabasha, Minnesota  
BMI Project No. H1.133759

2/27/2024

	R27.00624.00	GREG E ARENSWENDY SUE ARENS	312 MARKET ST E	312 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	Prior assessment in 2013 to be verified. If assessed in 2013 current assessment would be \$0.
	R27.00624.03	SANDRA L KING	318 MARKET ST E	318 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00623.00	YENNIE FAMILY REVOCABLE TRUST	324 MARKET ST E	324 MARKET ST EASTWABASHA, MN 55981		1	\$1,649.04	
	R27.00622.00	BRADLEY ZIEMER	330 MARKET ST E	330 MARKET ST EASTWABASHA, MN 55981		1	\$0.00	Assessment \$0 due to prior 2019 assessment
	R27.00621.00	COUNTY OF WABASHA	625 JEFFERSON AVE	625 JEFFERSON AVEWABASHA, MN 55981	300	2.5	\$0.00	Assessment \$0 due to prior 2019 assessment
					Totals:	40	\$60,190.05	

Denotes properties that may have been assessed as a part of the 2013 project. To be verified.

Denotes properties that were assessed as a part of the 2019 project.

Resolution No. \_\_\_\_\_

**A RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR A HEARING ON IMPROVEMENT**

**WHEREAS**, pursuant to resolution xxxxxxxx of the council adopted April 2, 2024, a report has been prepared by Bolton and Menk, inc. with reference to the 2024 Street Improvement Project and this report was received by the council on April 2, 2024; and

**WHEREAS**, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$329,808.50.
2. A public hearing shall be held on such proposed improvement on the 7th day of May 2024, in the Council Chambers of the City Hall at 6:00 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the City Council on this 2nd day of April, 2024.

\_\_\_\_\_  
Emily Durand, Mayor

\_\_\_\_\_  
Wendy Busch, City Clerk

**Resolution No. \_\_\_\_\_**  
**RESOLUTION ORDERING**  
**PREPARATION OF REPORT ON IMPROVEMENT**

**WHEREAS,** It is proposed to improve the following City streets:

- Market Street West – Between Alleghany Avenue and 3<sup>rd</sup> Street East
- Franklin Avenue – Between Market Street West and 2nd Street East
- Jefferson Avenue – Between Market Street West and 3rd Street East; AND

**WHEREAS,** The proposed improvements include bituminous mill and overlay, bituminous curb, spot repair of concrete curb and gutter, valve adjustments, casting adjustments; AND

**WHEREAS,** It is proposed to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

That the proposed improvement, to be referred to as the 2024 Street Improvements, be referred to Bolton & Menk, Inc., Consulting City Engineers, for study and that they are instructed to report to the council with all convenient speed, advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 2<sup>nd</sup> day of April, 2024.

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Emily Durand, Mayor

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Wendy Busch, Clerk

**City Council Regular**

**10. 3.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Miscellaneous Subdivision and Zoning Ordinance Updates 2nd read and Adoption

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Over the past several months, the Wabasha Planning Commission has been working on edits to the subdivision and zoning ordinances. A public hearing to review these changes took place on Tuesday February 13, 2024. Please see the attached edits.

**COMMITTEE RECOMMENDATION:**

After the public hearing the Planning Commission voted unanimously and has forwarded on for City Council review and adoption.

**ACTION REQUIRED:**

2nd reading and adoption.

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**Attachments**

Staff Memo and Exhibits

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# Memorandum

## *Office of the City Planner*

**To:** Wabasha Planning Commission  
**From:** Kristi Trisko  
**Date:** February 14, 2024  
**Subject:** Miscellaneous Subdivision and Zoning Ordinance Updates and Public Hearing

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**MEETING DATE:** March 13, 2024

The following Zoning Ordinance changes are attached:

1. 162.060 USE CHART. Adding camping standards
2. 162.061 USE DEFINITIONS.
  - a. Campgrounds
  - b. Frontage
  - c. Sight Visibility Triangle
  - d. Yard, corner lot
  - e. Yard, front
  - f. Yard, side
3. 161.43 PARKLAND DEDICATION.
4. 162.071 PUD PLANNED UNIT DEVELOPMENT.
5. 162.108 OFF-STREET PARKING REQUIREMENTS.
6. 153.29 SIGNS ON CITY PROPERTY.
7. 162.015 BUILDING SIGHT VISIBILITY.
8. 162.106 SOLAR STRUCTURES AND SOLAR GARDENS/FARMS.

**Neighborhood Notification:** A brief summary of these ordinance changes was published in the paper on Tuesday, January 30, 2024, stating that a public hearing would be held on February 13, 2024. No comments were obtained by residents.

**Planning Commission Action:** After the hearing, on February 13, 2024, the Planning Commissioners recommended that the draft ordinances be forwarded to City Council for their review.

**Camping Standards:** New text in RED

**§ 162.060 USE CHART.**

Use	RC	RRLA	RRGT	R-1
Campground	C	C	C	C

**§ 162.061 USE DEFINITIONS.**

**CAMPGROUND.** An open-air recreation area where temporary shelters are allowed and intended to provide transient occupancy and associated buildings and accessory structures and offices used in the operation of the facility. **The maximum campground density is 25 camping sites per acre and/or 15 recreational vehicles per acre. \* Please refer to Minnesota Administrative Rules 4630.0200 and the Minnesota Department of Health for additional recreational camping standards.**

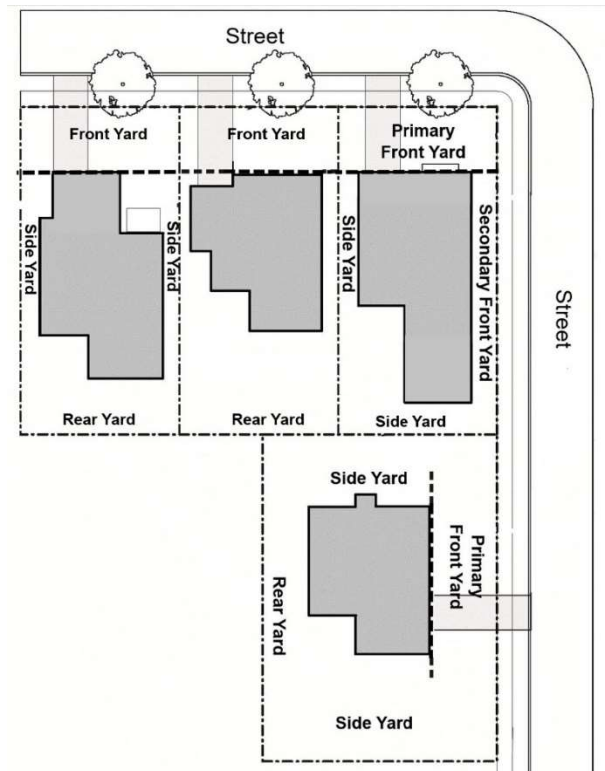
**FRONTAGE.** The smallest dimension of a lot, parcel or plot of land abutting a public street that is **accessible by a vehicle** measured along the street line.

**SIGHT VISIBILITY TRIANGLE.** A triangular shaped area of land abutting public or private streets that are required to be kept free of obstructions that could impede the vision of a pedestrian or the driver of a motor vehicle exiting or entering onto a public or private road.

**YARD, CORNER LOT:** A front yard of the required depth shall be provided in accordance with the prevailing yard pattern of the block as determined by city staff. The secondary front yard cannot build closer than existing structures within the block or 15 feet whichever is less.

**YARD, FRONT.** A yard extending the full width of the lot between the front lot line and the nearest part of the main building **which abuts a public or private street.**

**YARD, SIDE.** A yard extending from the front yard to the rear yard, being the minimum horizontal distance between a building and side lot line. **In corner yard lots, yards remaining after two front yards shall be considered side yards.**



**Parkland Dedication:** New text in RED

**§ 161.43 PARKLAND DEDICATION.**

(3) Is adjacent or readily accessible to an existing park, recreational facility, trail or open space facilities; the requirement of dedication of land imposed by division (B) above may be satisfied by a payment of cash by the subdivider to the city, or a suitable provision in a development agreement between the subdivider and the city governing the development of the land in question. The payment shall be made prior to the execution of the final plat by the appropriate city officials **at the rate of 500 dollars per new residential lot created in the subdivision. The City Council shall have the authority to make the final determination of the fee for purposes of park dedication and may elect to accept a combination of land dedication for park use and a cash payment.**

**PUD's:** New text in RED

**§ 162.071 PUD PLANNED UNIT DEVELOPMENT.**

(B) Scope.

(2) The PUD Overlay Zone shall only be considered when the proposed project property meets the following minimum size standards:

GC	No minimum
HC and I	10 acres
R-1 and R-2 Districts	<b>2 acres</b>

a. **Minimum lot area. A residential PUD parcel located in an R-1 or R-2 zoning district of less than two (2) acres may be approved if the applicant can demonstrate that a project of superior design can be achieved to meet one or more of the identified objectives listed in Section 162.071 A and is in compliance with the Comprehensive Plan goals and policies. The Planning Commission shall authorize submittal of a PUD for a parcel of less than two acres prior to submittal of a PUD Concept Plan application.**

(D)(3) Preliminary PUD plan. Following the concept plan review by the Planning Commission, the applicant may submit an application for a preliminary PUD and plat approval concurrently (if applicable), with all supporting data and documentation as referenced in the application. **If there is no construction of public right-of-way or significant construction within a public right-of-way and no construction of public utilities, the Final PUD Plan can be reviewed and approved concurrently with the Preliminary PUD Plan by the Planning Commission and City Council.**

(I) Phasing and guarantee of performance.

(5) **PUD's must be platted as a CIC Plat (Common Interest Community Plat) unless determined by the city, that no privately maintained common areas or private infrastructure is included in the PUD.**

**Off-Street Parking:** New text in RED

**§ 162.108 OFF-STREET PARKING REQUIREMENTS.**

(B) Parking spaces shall be a minimum of nine (9) by seventeen (17) feet in size for spaces arranged in a perpendicular lot layout or approved by the City Engineer for other layouts.

(G) Parking lots with more than 5 parking stalls shall be graded, drained, and have a dust free surface.

(H) There shall be no off-street parking space within five feet of any street right-of-way

(I) Required off-street parking space in any district shall not be utilized for the open storage of goods or for the storage of vehicles which are inoperable or for sale or rent.

(J) When a required off-street parking space for five cars or more is located adjacent to a residentially zoned lot, a six foot screened solid fence or ten foot wide landscape buffer approved by the zoning administrator shall be erected along the residential district property line.

**Sign Code:** New text in RED

**§ 153.29 SIGNS ON CITY PROPERTY.**

(A) Locations.

(1) Veterans Park and Heritage Park are traditional public forums on city property and, therefore, will be available for the placement of portable signage only, when the proposed signage meets the standards in division (B) below.

(B) Signage allowed.

(1) Along with permanent city park identification signage the city will allow portable temporary signage for civic, non-profit or charitable events, and non-commercial speech. Limited commercial speech signage will be allowed only at the City Athletic Field. All signage will be on a first come first serve basis.

(2) Location, type and design of signage allowed is dictated by the standards of the district for each property along with those requirements listed below in division (B)(4) below.

a. All temporary commercial speech signage at the City Athletic Field will be designed and subcontracted by the City of Wabasha at the expense of the applicant. Customized commercial logos and text can be incorporated into City approved temporary signs.

(4) Signage requirements.

a. The total number of signs on public property will not be limited to zoning district sign standards.



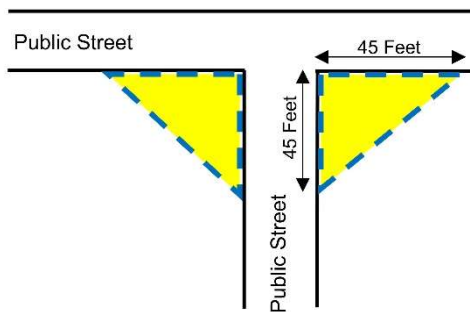
- b. Each sign must include a legible posting date.
- c. The sign and attaching material must be removed within 45 days of the posting date or if the sign is posted for an event no longer than ten days after the event. **Commercial signage at the Athletic Field will not be required to be removed within 45 days.**

**Sight Visibility Triangles:** New text in **RED**

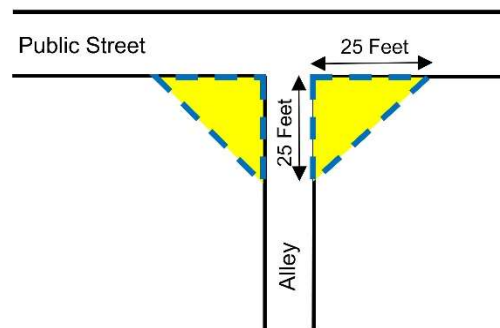
**§ 162.015 BUILDING SIGHT VISIBILITY.**

1. On all corner lots at street and alley intersections there shall be no fence, landscape wall, hedge, or building constructed higher than three feet, nor any obstruction to vision other than a post or column, approved sign, or tree not exceeding one (1) foot in diameter between a height of three (3) feet and eight (8) feet inside the sight visibility triangle area.
2. The sight visibility triangle is measured from the corner of pavement where two public or private streets meet.
3. A 45-foot sight visibility triangle is required at the intersection of all public streets.
4. A 25-foot sight visibility triangle is required between all alleys and public streets.
5. Sight visibility triangles are required in all zoning districts except TDC.

**Public Street SVT Graphic**



**Public Street/ALLEY SVT Graphic**



**Solar Garden/Farms:** New text in **RED**

**§ 162.106 SOLAR STRUCTURES AND SOLAR GARDENS/FARMS.**

- (A) (3) Solar structures, when not attached to a roof or building, must use sun-tracking or a similar sun-tracking features. Solar structures must be placed at the same elevation to each other **in the same row. A topographic exhibit showing the proposed solar array heights must be submitted for review. Additional section exhibits may be required to determine appropriate solar array heights adjacent to existing structures or properties.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Resolution 11-2024 approving the sale of real property in Wabasha, Minnesota at 128 2nd Street West

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

In 2007, the City acquired this site as future parking for a hotel that was never realized for \$310,000. Since then, the site has been used as commuter parking, Grandpa's Barn Boutique, and the Food Share. In 2021, when the City Council of Wabasha paid for a \$6000 repair on the transfer building, Council contemplated the long-term intended plan and there was general consensus that the long-term plan was housing or mixed use for the site. When the City renewed its leases with the Food Share and the Chamber, staff communicated with the organization's leadership that the was continuing to look at potential selling the site in the future.

Then the Wabasha Port Authority formed a housing task force and as part of that group, looked at potential sites for new housing. The transfer building/parking lot was identified by the housing task force and potential developers invited to Wabasha as an ideal site. A demand for market-rate apartments was identified in the Wabasha Housing Study. <https://www.wabasha.org/wabasha-housing-study/>. Particularly, workforce housing was identified to be occupied by the people holding employment in the City of Wabasha and demand for senior housing was also noted which could free up single family homes. The Housing Market Study also noted that public subsidy is required to realize new housing development as a result of the cost of construction in in the area versus what units can rent for.

The Housing Task Force held a developers conference and invited a variety of local developers and regional developers and took them on a tour of potential sites. A strong interest was demonstrated by developers in the transfer building site. At that point, the City released an RFP for multi-family housing and indicated openness to higher density development on December 28, 2023. The RFP was published on the City's website and approved by Council and the Port Authority. Four proposals were received by developers experienced in apartment buildings. Keller-Baartman was selected. All four proposal requested a donation of the land to realize the development and as part of the City's leveraged support for the project.

The attached real estate purchase agreement commits the City to selling Keller-Baartman the property for \$1, so long as they are able to obtain an award from Minnesota Workforce Housing Program for the project. A resolution authorizing the City to apply for this program on behalf other project is also on the consent agenda. Another contingency of the sale of the property is that the City has approval over final plans and final designs of the project. We anticipate the project to change as we get into final designs. We intend to form a small group to review the final architectural designs. Finally, the City has existing leases on the Transfer Building Site and the Chamber Site. The City will need to work with both lease holders to amend the leases, depending on the outcome of the funding. Again, the project cannot move forward without Minnesota Workforce Housing program funding. The real estate purchase agreement has protections for the sale of the property to occur as long as the developer proceeds with the project as presented.

At this time, the building is currently proposed as a 50-unit building, with underground parking and studios, one, two, three bedroom units, but as this may be subject to change the sale is contingent of approval of final plans.

**ACTION REQUIRED:**

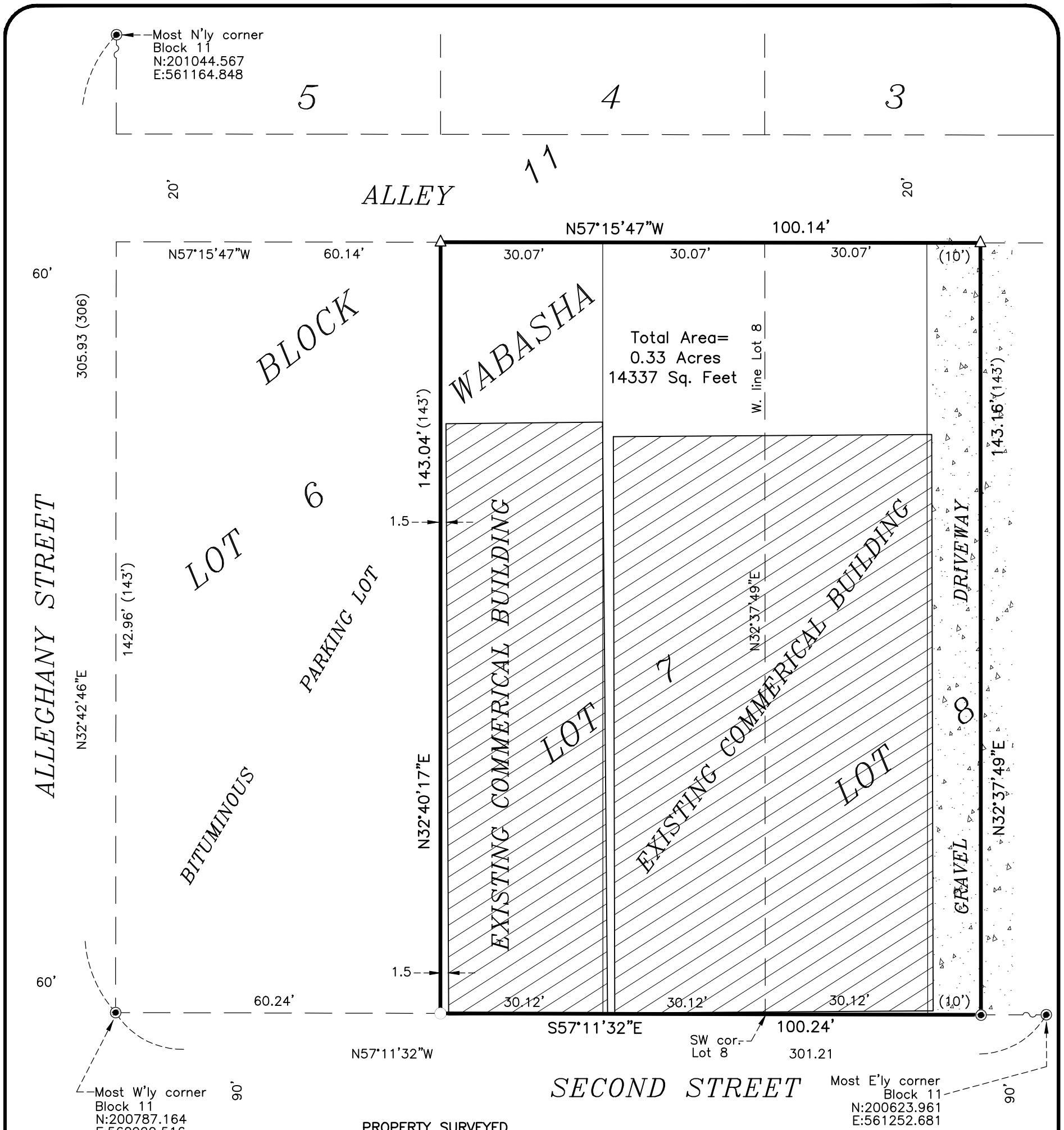
Approve the resolution and real estate purchase agreement attached. Any minor errors or omissions, including in the legal description, may be approved by the City Administrator before final closing.

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## **Attachments**

11- 2024 Resolution Approving Sale to KB Properties  
Purchase agreement City and KB Properties

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**PROPERTY SURVEYED**

The E 1/2 of Lot 7 & W 1/2 of Lot 8, in Block 11 in the City of Wabasha, ALSO Commencing at the SW corner of said Lot 8; thence SEly along the Sly line of Lot 8, 30 feet to the place of beginning; thence continue along the same course 10 feet; thence at right angles and NEly parallel to the NWly line of said Lot 8, 143 feet to the NEly line of said Lot 8; thence NWly along the NEly line of Lot 8 a distance of 10 feet; thence SWly at right angles 143 feet to the point of beginning and there terminating, according to the recorded plat thereof, on file in the office of the County Recorder, Wabasha County, Minnesota.

AND

The West Half of Lot 7 in Block 11 in the City of Wabasha according to the recorded plat thereof, on file in the office of the County Recorder, Wabasha County, Minnesota.

**Legend**

- Denotes a placed 1"X6" iron pipe with plastic cap bearing license number 46559.
- Denotes a found 1" iron pipe with plastic cap bearing license number 42597.
- △ Denotes a set PK nail.



Denotes existing building.

(100) Denotes a plat distance.

The bearings and coordinates shown hereon are based on the Wabasha County Coordinate System, NAD 1983, 1996 adjustment, (HARN).



1" = 20'

S:/PLATS/CITY OF WABASHA/BLOCK 11/CITY OF WABASHA.DWG

**CERTIFICATE OF SURVEY FOR:**

**CITY OF WABASHA**



**JOHNSON & SCOFIELD INC.**  
**SURVEYING AND ENGINEERING**  
626 JEFFERSON AVENUE, WABASHA, MN 55981  
(651)565-3244, FAX(651)565-4394  
brian.wodele@jslsmail.com

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

*Brian Wodele*

Brian K. Wodele  
Minnesota License No. 46559  
Date: 11 September 2014

BK.N/A	PG.N/A	DRAWING NUMBER S-5516
SHEET 1 OF 1 SHEETS		W.O.# 14-504



**CITY OF WABASHA, MINNESOTA  
CITY COUNCIL RESOLUTION #2024-11**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
WABASHA, MINNESOTA, APPROVING THE SALE OF REAL PROPERTY IN  
WABASHA, MINNESOTA, AND DISPENSING WITH REVIEW OF THE PURCHASE  
BY THE WABASHA PLANNING COMMISSION**

- WHEREAS, the City of Wabasha (“City”) is the owner of a parcel of certain real property located in the City of Wabasha, Wabasha County, Minnesota, Parcel No. 27.00247.00 legally described on Exhibit A, attached hereto, and incorporated herein by reference (the “Property”); and
- WHEREAS, the City previously solicited letters of interest from developers for the purpose of selecting a qualified developer to build multi-family on the Property (the “Project”) and through that process, Keller-Baartman Properties XI, LLC (the “Buyer”) was selected to perform the work for the Project; and
- WHEREAS, the City has documented in the 2023 Wabasha Housing Study and in its 2016 Comprehensive Plan the need for additional housing in Wabasha; and
- WHEREAS, the City intends to sell the Property to the Buyer for a reduced price of (\$1.00) and nominal consideration to develop the Property for purposes of promoting industry and providing employment opportunities, pursuant to Minn. Stat. § 469.185; and
- WHEREAS, the Parties intend to obtain funding from a Workforce Housing Development Program Grant Award (“Grant Funds”) to facilitate the Project and understand that the sale of the Property to Buyer is contingent upon approval for, and receipt of, the Grant Funds described herein; and
- WHEREAS, a draft purchase agreement has been prepared and is attached hereto as Exhibit B; and
- WHEREAS, in accordance with the attached draft purchase agreement, the City and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of Wabasha; and
- WHEREAS, if the Grant Funds, or any other transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and
- WHEREAS, the City intends to create, within the Project Area, a Tax Increment Financing District which provides for the use of tax increment financing in connection with certain developments within the Project Area and TIF District; and

WHEREAS, the City intends to issue a conditional use permit (“CUP”) for the Property to the Buyer to perform the necessary work for the Project; and

WHEREAS, the City believes that the Project as proposed by Buyer will stimulate the local industry, increase the local tax base, enhance economic diversity, and provide employment for citizens of Wabasha; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the city council may, by resolution adopted by two-thirds vote (5-2 vote in favor), dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City Council hereby finds that the proposed sale of the Property by the City of Wabasha has no relationship to the City’s Comprehensive Plan, and therefore review of the proposed sale by the Wabasha Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT: The City Council hereby approves the attached purchase agreement and authorizes and directs the Mayor and City Administrator to: (a) execute the purchase agreement substantially in the form hereby approved and allowing any necessary minor or technical changes approved by the City Administrator, but that those changes may not include the purchase price; (b) execute such other documentation as necessary to close on the purchase of the Property by the City of Wabasha; and (c) request that the Buyer record the fully executed quit claim deed and such other documentation as necessary with the Office of the Wabasha County Recorder and pay any applicable recording fees and taxes.

PASSED by the City Council of the City of Wabasha on this \_\_\_ day of \_\_\_\_\_, 2024.

ATTEST

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City Administrator

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Mayor

**EXHIBIT A**  
**Legal Description of Property**

**Parcel 27.00247.00**

Lots 6, 7, and the West Half of Lot 8, Block 11, WABASHA, according to the plat thereof on file in the office of the County Recorder, Wabasha County, Minnesota.

AND

That part of Lot 8, Block 11, WABASHA, according to the plat thereof on file in the office of the County Recorder, Wabasha County, Minnesota, described as follows:

Commencing at the SW corner of said Lot 8; thence SEly along the Sly line of Lot 8, 30 feet to the place of beginning; thence continue along the same course 10 feet; thence at right angles and NEly parallel to the NWly line of said Lot 8, 143 feet to the NEly line of said Lot 8; thence NWly along the NEly line of Lot 8 a distance of 10 feet; thence SWly at right angles 143 feet to the point of beginning and there terminating.



**EXHIBIT B**  
**Purchase Agreement**

[insert final purchase agreement]

## PURCHASE AGREEMENT

This Purchase Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Wabasha, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as (the “**Seller**”), and Keller-Baartman Properties XI, LLC, a limited liability company incorporated under the laws of the State of Minnesota, hereinafter referred to as (the “**Buyer**”), collectively referred to as (the “**Parties**”).

### RECITALS

1. Seller is the owner of one certain parcel of real estate in the City of Wabasha, Wabasha County, Minnesota, identified as Parcel No. 27.00247.00, as legally described on Exhibit A, attached hereto and incorporated by reference, together with all improvements thereon (the “**Property**”).
2. The City previously solicited letters of interest from qualified developers for the purpose of building multi-family housing on the Property (the “**Project**” or “**Project Area**”) and through that process, Buyer was selected to develop the property to build a market rate apartment building.
3. Buyer desires to acquire Seller’s interest in the Property for a reduced price and nominal consideration, as defined below, to develop the Property for purposes of promoting industry and providing employment opportunities, pursuant to Minn. Stat. § 469.185. Buyer intends demolish the existing structure on the property and prepare the Property for the planned construction of market rate housing. (the “**Development Plan**”).
4. The Parties intend to obtain the funding from a Workforce Housing Development Program Grant Award (“**Grant Funds**”) to facilitate the Project and understand that the terms of this Agreement are contingent upon approval for, and receipt of, the Grant Funds described herein.
5. Seller has determined that the Property is no longer needed for public purposes and Seller is willing to sell its interest in the Property “as is” without making any representations or warranties as to the condition of the Property or its suitability to Buyer’s purposes.
6. Pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the “**TIF Act**”), the City intends to create, within the Project Area, a Tax Increment Financing District which provides for the use of tax increment financing in connection with certain development within the Project Area and TIF District.
7. Pursuant to the above referenced statutory authority, Seller finds that the Project as proposed by Buyer will stimulate the local industry, increase the local tax base, enhance economic diversity, and provide employment for citizens of Wabasha.

## **AGREEMENT**

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Offer/Acceptance.** Buyer agrees to purchase, and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement. Seller and Buyer agree to use good faith efforts and cooperation with each other to effectuate such transfer, it being acknowledged and agreed that it is in the interests of each party to effectuate such transfer.
2. **Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00), to be paid on the Closing Date.
3. **No Representations or Warranties.** Seller agrees to quit claim the Property to Buyer on the Closing Date without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property “as is”, subject to the terms and conditions herein contained.
4. **Close of Escrow.** The closing shall take place at Wabasha City Hall, 900 Hiawatha Drive East, Wabasha, MN 55981, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 14 has expired or is waived in writing by Buyer, subject to any agreed upon extensions (the “**Closing Date**”). Seller agrees to deliver possession of the Property to Buyer on the Closing Date upon satisfaction of the following requirements:
  - a) Title Company has received fully executed original copies of the Deed, and any other documentation required to record the Deed in the office of the County Recorder for Wabasha County (collectively, the “Documents”).
  - b) Title Company has received the Purchase Funds, notice of approval of Grant Funds, and such other additional funds required for recording of the Documents and payment of any closing expenses, deed tax or title insurance premiums payable to Title Company under this Agreement.
  - c) Title Company has received written instructions (which may be by email) from the Seller authorizing the Close of Escrow. The City must give its authorization to close unless approval of Grant Funds has not been obtained, Buyer is in default under this Agreement, or Buyer’s Development Plan is otherwise unsatisfactory to the Seller.
  - d) Title Company has received written instructions (which may be by email) from the Buyer that it is satisfied with the condition of the Property and the

results of its due diligence, that all other requirements have been satisfied, and authorizing the Closing, which Buyer can grant or withhold in its sole discretion.

- e) Title Company is in a position to record the Documents in the office of the County Recorder for Wabasha County, Minnesota, as appropriate, such that it is able to deliver an ALTA owner's title insurance policy the ("Title Policy") insuring Buyer as the owner of fee title to the Property.
- f) Title Company is in a position to disburse the Purchase Funds and Grant Funds in accordance with this Agreement; and
- g) Title Company has irrevocably committed to issuing the Title Policy which Title Policy will be dated as of the time of the recording of the Documents, in a form of title insurance policy reasonable acceptable to Buyer.

Completion of the requirements described in this section is deemed to be the "Close of Escrow."

5. Seller's Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as herein, to Buyer, subject to the following restrictions:
  - i) The real property herein conveyed shall be devoted to Project uses as defined in this Agreement and the approved Development Plan.
  - ii) Buyer shall (a) commence work on the Project within eighteen (18) months from the date of this Agreement, and (b) shall devote the Property to its intended use by January 1, 2027. If Buyer fails to commence work on time or fails to devote the real property to its intended use, or fails to devote the real property to its intended use on time, title to the real property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the real property to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the real property without the express written consent of Seller.

- iii) After the Buyer has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Seller and the related development agreement, the Seller shall provide to Buyer a certificate of compliance/completion in recordable form within thirty (30) days from the determination thereof by Seller.
    - iv) Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the real property are covenants running with the land.
    - v) The Buyer shall not transfer title to the real property within five (5) years after the date of this Agreement without the express written consent of the Seller.
    - vi) Any transfer of title to the real property made pursuant to the provisions of paragraphs 3 and 5 hereof shall be made only to a person or party entity who demonstrates to the satisfaction of Seller that such person or entity party has the ability to perform in place of Buyer.
  - b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of this Agreement.
  - c. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.
  - d. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
  - e. Abstract. The abstract of title or the owner's duplicate certificate of title for the Property, if the same is in the Seller's possession.
  - f. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
6. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price subject to any adjustment, prorations and credits, in immediately available funds.

7. Contingencies.

- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of this Agreement and the Title Company has unconditionally agreed to issue the Title Policy.
  - ii. On the Closing Date, all buildings shall be vacated or Buyer agrees to be assigned leases for the buildings currently occupied by the Wabasha Food Share and the Wabasha Chamber of Commerce.
  - iii. The Inspection/Due Diligence Period described in this Agreement, shall have expired without Buyer's termination of the Purchase Agreement.
  - iv. The Parties secure funding from the Workforce Housing Development Program Grant Award for the Project.
  - v. The Wabasha City Council shall approve of the corresponding conditional use permit ("CUP") and TIF District for the Property and Project Area.
  - vi. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.
  - vii. No Material Event (as herein defined) shall have occurred. For purposes hereof, the term "Material Event" shall mean and include any of the following that has occurred after the expiration of the Inspection/Due Diligence Period: (w) any material change in the condition of such Property including, without limitation, the environmental condition thereof, (x) any amendment to, or enactment of any new, law, rule, regulation or ordinance, or issuance of any judicial or other legal imposition that would materially affect the zoning, use, occupancy or operation of such Property or Buyer's proposed development thereof, (y) the institution or issuance by any applicable governmental authority having jurisdiction of notice of any pending or proposed moratorium with respect to the Property or any portion thereof that would materially affect Buyer's proposed development or use of the Property, and (z) the issuance by any applicable governmental authority having jurisdiction of any notice of any violation of law, or institution of any litigation, suit or proceeding against the Property, any part thereof, or Seller which materially affects Buyer's proposed development or use of the Property.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void at the option of the Buyer.

- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. The Wabasha City Council shall pass a resolution authorizing the sale of the Property to Buyer consistent with the terms of this Agreement and dispensing of review by the Planning Commission.
  - ii. On the Closing Date, all buildings shall be vacated or Buyer agrees to take on the leases for the buildings currently occupied by the Wabasha Food Share and the Wabasha Chamber of Commerce.
  - iii. Buyer shall have provided a satisfactory Development Plan consistent with the Project goals, including detailed plans and specifications, which the City approves of at its sole discretion.
  - iv. The Wabasha City Council shall approve of the corresponding conditional use permit ("CUP") and TIF District for the Property and Project Area.
  - v. The Parties secure funding from the Workforce Housing Development Program Grant Award for the Project.
  - vi. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Seller.

8. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.
- a. Title Insurance and Closing Fee. Seller will pay all costs of the Title Commitment and Buyer shall pay all costs for premiums required for the issuance of the Title Policy and any endorsements. Seller shall pay any costs to perfect its own title and/or to release encumbrances other than Permitted Exceptions (defined below) the Property. Seller and Buyer will each pay one-half (1/2) of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary.



- b. Deed Tax. Seller shall pay the state deed tax as required in order to convey the Property to Buyer.
  - c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of Closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.
  - d. Recording Costs. Seller will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
  - e. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants', and consultants' fees.
  - f. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
9. Title. Seller shall quit claim the entirety of its interest in the Property to Buyer, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided herein.
- a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

- b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
  - c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title satisfactory to Buyer in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
  - d. Permitted Exceptions. The following shall be deemed to be permitted exceptions:
    - (1) Building and zoning laws, ordinances, state and federal regulations; and
    - (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
    - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.
10. Site Access / Investigation. Seller shall allow Buyer and its agents, upon twenty-four (24) hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary, or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold the Seller harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason. Buyer will return the Property to its original condition after any inspections and testing.
11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire,

windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

12. Seller's Reserved Interests. Seller's conveyance of the Property to Buyer shall be subject to the following interests exclusively reserved to the Seller:
  - a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller's option shall only vest upon Buyer's failure to commence construction on the Project within one (1) year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer's commencement of construction on the Property, or (ii) the expiration of Seller's option, exercise the option to repurchase as provided herein. Upon the expiration of Seller's reserved option to repurchase as provided herein, on the request of Buyer or its successors, Seller agrees to provide evidence to Buyer, or its successors, that the option to repurchase has expired, which obligation shall survive Closing.
13. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event the Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement.
14. Inspection/Due Diligence Period. Buyer shall have thirty (30) days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 14c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason. Buyer will return the Property to its original condition after any inspections and testing.
  - b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.
  - c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.
15. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 14), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty

of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

16. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

*If to Buyer:* Andrew Baartman, Owner  
Keller-Baartman Properties XI, LLC  
PO Box 31  
Red Wing, MN 55066

*If to Seller:* Caroline Gregerson, City Administrator  
City of Wabasha  
900 Hiawatha Drive East  
Wabasha, MN 55981

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified.

17. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.
18. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement.
19. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been

made under the laws of the State of Minnesota, and such laws will control its interpretation.

20. Remedies. If Buyer defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice to from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damage.
21. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

*[Signature pages follow]*



*(City's signature page to Purchase Agreement)*

**IN FURTHERANCE WHEREOF**, this Purchase Agreement is hereby executed and delivered as of the date first written above.

**SELLER:  
CITY OF WABASHA**

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

Name: Caroline Gregerson  
Its: City Administrator

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

Name: Wendy Busch  
Its: City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WABASHA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Caroline Gregerson and Wendy Busch, as the City Administrator and City Clerk of the City of Wabasha.

(Notary Seal)

\_\_\_\_\_  
Notary Public

*(Buyer's signature page to Purchase Agreement)*

**BUYER:**  
**Keller-Baartman Properties XI, LLC**

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

Name: Andrew Baartman  
Its: Owner

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2024,  
by Andrew Baartman, as Owner of Keller-Baartman Properties XI, LLC, Buyer.

(Notary Seal)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**1. Parcel No. 27.00247.00**

Lots 6, 7, and the West Half of Lot 8, Block 11, WABASHA, according to the plat thereof on file in the office of the County Recorder, Wabasha County, Minnesota.

AND

That part of Lot 8, Block 11, WABASHA, according to the plat thereof on file in the office of the County Recorder, Wabasha County, Minnesota, described as follows:

Commencing at the SW corner of said Lot 8; thence SEly along the Sly line of Lot 8, 30 feet to the place of beginning; thence continue along the same course 10 feet; thence at right angles and NEly parallel to the NWly line of said Lot 8, 143 feet to the NEly line of said Lot 8; thence NWly along the NEly line of Lot 8 a distance of 10 feet; thence SWly at right angles 143 feet to the point of beginning and there terminating.

**EXHIBIT B**  
**QUIT CLAIM DEED**

*[Remainder of page intentionally left blank]*

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**

**Business Entity to Business Entity**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

FOR VALUABLE CONSIDERATION, the City of Wabasha, a municipal corporation under the laws of the State of Minnesota ("**Grantor**"), hereby conveys and quitclaims to Keller-Baartman Properties XI, LLC, a limited liability company incorporated under the laws of the State of Minnesota ("**Grantee**"), real property in Wabasha County, Minnesota, legally described on the attached **Exhibit A**, together with all hereditaments and appurtenances belonging thereto.

*Check here if all or part of the described real property is Registered (Torrens)* ☐

Subject to the following restrictions, covenants, and conditions:

1. The real property herein conveyed shall be devoted to the following use: the Project uses as defined in that certain Purchase and Development Agreement between Grantor and Grantee.
2. The real property shall be devoted to such intended use by the Grantee in accordance with the provisions of this Deed.
3. The Grantee shall (a) commence work on the Project within one (1) year from the date of the Purchase Agreement, and (b) shall devote the Property to its intended use, and (c) shall devote the Property to its intended use by \_\_\_\_\_, 20\_\_\_\_\_. If the Grantee fails to commence work on time or fails to devote the real property to its intended use, or fails to devote the real property to its intended use on time, title to the real property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the real property to Grantor, who will then refund to Grantee the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Grantor may, at its option, consider an extension of time for good cause shown by Grantee. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Grantor to protect the public interest, and (c) during the period Grantee shall not transfer title to the real property without the express written consent of Grantor.

After the Grantee has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Grantor and the Development Agreement, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within thirty (30) days from the determination thereof by Grantor.

4. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the real property are covenants running with the land.
5. The Grantee shall not transfer title to the real property within five (5) years after the date of this Deed without the express written consent of the Grantor.
6. Any transfer of title to the real property made pursuant to the provisions of paragraphs 3 and 5 hereof shall be made only to a person or party entity who demonstrates to the satisfaction of Grantor that such person or entity party has the ability to perform in place of Grantee.

*Check applicable box:*

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [\_\_\_\_\_].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**Grantor: City of Wabasha**

By: \_\_\_\_\_  
Name: Caroline Gregerson  
Its: City Administrator

By: \_\_\_\_\_  
Name: Wendy Busch  
Its: City Clerk

State of Minnesota, County of Wabasha

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by Caroline Gregerson and Wendy Busch, as the City Administrator and City Clerk of the City of Wabasha, a municipal corporation under the laws of the State of Minnesota, on behalf of such municipal corporation.

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)  
Title (and Rank): \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
FLAHERTY & HOOD, P.A,  
525 Park Street, Suite 470  
St. Paul, MN 55103

TAX STATEMENTS FOR THE REAL PROPERTY  
DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT  
TO:

**Keller-Baartman Properties XI, LLC**  
**PO Box 31**  
**Red Wing, MN 550**

**QUIT CLAIM DEED**  
**EXHIBIT A**  
**Legal Description of Property**

**1. Parcel No. 27.00247.00**

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AND

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**City Council Regular**

**10. 5.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Street Project Pay Application #6

**DEPARTMENT:** Administration

---

**PURPOSE:**

**ITEM SUMMARY:**

Review Street Project Pay Application #6.

**ACTION REQUIRED:**

Approve Street Project Pay Application #6.

---

**Attachments**

Street Project Pay Application #6

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Real People. Real Solutions.

2900 43rd Street NW  
Suite 100  
Rochester, MN 55901

Ph: (507) 208-4332  
Bolton-Menk.com

April 1, 2024

Ryan Pember  
Pember Companies Inc  
N4449 469<sup>th</sup> Street  
Menomonie, WI 54751

RE: 2023 Street & Utility Improvements  
City of Wabasha, MN  
Project No.: OH1.120756  
SAP No. 079-658-004 & 079-665-002

Dear Ryan:


Enclosed is Contractor's Estimate No. 6 in the amount of \$404,812.71.

Please review the quantities and amounts shown to be assured of complete satisfaction. If everything is in order, please process through DocuSign as soon as possible.

If you have any questions, please feel free to call.

Sincerely,

**Bolton & Menk, Inc.**

DocuSigned by:  
  
34000096AD454F2...

**Brian Malm, PE**  
City Engineer

Enclosures

**Contractor's Application for Payment**

<b>Owner:</b>	CITY OF WABASHA		<b>Owner's Project No.:</b>		
<b>Engineer:</b>	BOLTON & MENK		<b>Engineer's Project No.:</b>	H19.120756	
<b>Contractor:</b>	PEMBER COMPANIES		<b>Agency's Project No.:</b>	SAP 079-658-004 & 079-665-002	
<b>Project:</b>	2023 STREET & UTILITY IMPROVEMENTS				
<b>Contract:</b>					
<b>Application No.:</b>	6	<b>Application Date:</b>	3/22/2024		
<b>Application Period:</b>	From	11/18/2023	to	3/22/2024	

1. Original Contract Price	\$	6,012,787.85
2. Net change by Change Orders	\$	11,175.49
3. Current Contract Price (Line 1 + Line 2)	\$	6,023,963.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,544,627.80
5. Retainage		
a. 5% X \$ 2,382,950.82 Work Completed	\$	119,147.54
b. 5% X \$ 161,676.98 Stored Materials	\$	8,083.85
c. Total Retainage (Line 5.a + Line 5.b)	\$	127,231.39
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,417,396.41
7. Less previous payments	\$	2,012,583.70
<b>8. Amount due this application</b>	<b>\$</b>	<b>404,812.71</b>

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Pember Companies

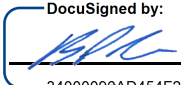
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** Ryan Pember

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

**Recommended by Engineer****Approved by Owner**

DocuSigned by:  
**By:**   
**Name:** Brian Mann, PE  
**Title:** City Engineer  
**Date:** April 1, 2024

**By:** \_\_\_\_\_  
**Name:** Caroline Gregerson  
**Title:** City Administrator  
**Date:** \_\_\_\_\_

## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: CITY OF WABASHA Engineer: BOLTON & MENK Contractor: PEMBER COMPANIES Project: 2023 STREET & UTILITY IMPROVEMENTS Contract:											Owner's Project No.: Engineer's Project No.: H19.120756 Contractor's Project No.: Agency's Project No.: SAP 079-658-004 & 079-665-002	
Application No.: 6		Application Period:		From 11/18/23	to 03/22/24	Application Date: 03/22/24						
A	B	C	D	E	F	F1	F2	G	H	I	J	
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	CONSTRUCTION ALLOWANCE	42,500.00	UNIT	1.00	42,500.00	-	-	11,944.77	11,944.77		11,944.77	
2	MOBILIZATION	1.00	L S	203,685.00	203,685.00	0.50	101,842.50	0.50	101,842.50		101,842.50	
3	CLEARING	10.00	EACH	715.00	7,150.00	4.00	2,860.00	4.00	2,860.00		2,860.00	
4	GRUBBING	10.00	EACH	345.00	3,450.00	4.00	1,380.00	4.00	1,380.00		1,380.00	
5	REMOVE LIGHT FOUNDATION	71.00	EACH	565.00	40,115.00	43.00	24,295.00	43.00	24,295.00		24,295.00	
6	REMOVE SIGN	22.00	EACH	42.50	935.00	6.00	255.00	6.00	255.00		255.00	
7	SALVAGE LIGHTING UNIT	10.00	EACH	210.00	2,100.00	7.00	1,470.00	7.00	1,470.00		1,470.00	
8	SALVAGE SIGN	18.00	EACH	42.50	765.00	12.00	510.00	12.00	510.00		510.00	
9	SALVAGE BENCH	6.00	EACH	135.00	810.00	4.00	540.00	4.00	540.00		540.00	
10	SAWING CONCRETE PAVEMENT (FULL DEPTH)	869.00	L F	5.85	5,083.65	226.00	1,322.10	226.00	1,322.10		1,322.10	
11	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2,213.00	L F	3.35	7,413.55	598.00	2,003.30	598.00	2,003.30		2,003.30	
12	REMOVE CURB AND GUTTER	7,515.00	L F	5.80	43,587.00	2,554.00	14,813.20	2,554.00	14,813.20		14,813.20	
13	REMOVE CONCRETE DRIVEWAY PAVEMENT	504.00	S Y	18.50	9,324.00	51.40	950.90	51.40	950.90		950.90	
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	83.00	S Y	11.00	913.00	-	-	-	-		-	
15	REMOVE BITUMINOUS PAVEMENT	19,752.00	S Y	5.55	109,623.60	8,396.20	46,598.91	8,396.20	46,598.91		46,598.91	
16	REMOVE CONCRETE WALK	45,462.00	S F	1.35	61,373.70	31,598.00	42,657.30	31,598.00	42,657.30		42,657.30	
17	REMOVE CONCRETE PAVEMENT WITH BITUMINOUS	2,197.00	S Y	12.90	28,341.30	-	-	-	-		-	
18	REMOVE BRICK PAVERS	1,013.00	S F	2.70	2,735.10	762.60	2,059.02	762.60	2,059.02		2,059.02	
19	EXCAVATION - COMMON	7,973.00	C Y	29.50	235,203.50	3,364.00	99,238.00	3,364.00	99,238.00		99,238.00	
20	EXCAVATION - SUBGRADE	877.00	C Y	25.00	21,925.00	-	-	-	-		-	
21	SELECT GRANULAR EMBANKMENT (CV)	877.00	C Y	25.00	21,925.00	-	-	-	-		-	
22	GEOTEXTILE FABRIC TYPE 9	1,975.00	S Y	3.50	6,912.50	-	-	-	-		-	
23	STREET SWEEPER (WITH PICKUP BROOM)	23.00	HOURL	150.00	3,450.00	10.00	1,500.00	10.00	1,500.00		1,500.00	
24	AGGREGATE BASE (CV) CLASS 5	6,779.00	C Y	31.50	213,538.50	2,495.60	78,611.40	2,495.60	78,611.40		78,611.40	
25	DRILL AND GROUT NO. 4 BARS (EPOXY COATED)	84.00	EACH	7.00	588.00	57.00	399.00	57.00	399.00		399.00	
26	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 2.0" THICK	21,210.00	S Y	14.40	305,424.00	-	-	-	-		-	
27	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	290.00	S Y	29.50	8,555.00	-	-	-	-		-	
28	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	120.00	S Y	42.85	5,142.00	-	-	-	-		-	
29	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 4.0" THICK	31.00	S Y	67.00	2,077.00	-	-	-	-		-	
30	TYPE SP 12.5 WEARING COURSE MIXTURE (3;C) 2.0" THICK	21,210.00	S Y	15.70	332,997.00	7,477.20	117,392.04	8,021.60	125,939.12		125,939.12	
31	6" PVC PIPE DRAIN	4,885.00	L F	28.00	136,780.00	1,401.50	39,242.00	1,813.00	50,764.00		50,764.00	
32	6" PVC PIPE DRAIN CLEANOUT	17.00	EACH	615.00	10,455.00	4.00	2,460.00	4.00	2,460.00		2,460.00	
33	SUMP PUMP SERVICE CONNECTION	17.00	EACH	1,500.00	25,500.00	6.00	9,000.00	6.00	9,000.00		9,000.00	
34	CONNECT TO PIPE DRAIN	13.00	EACH	925.00	12,025.00	5.00	4,625.00	5.00	4,625.00		4,625.00	
35	CONNECT TO EXISTING STRUCTURE	1.00	EACH	500.00	500.00	-	-	-	-		-	
36	4" CONCRETE WALK	37,492.00	S F	6.65	249,321.80	18,432.00	122,572.80	19,232.00	127,892.80		127,892.80	
37	6" CONCRETE WALK	11,677.00	S F	8.75	102,173.75	4,105.40	35,922.25	4,488.70	39,276.13		39,276.13	
38	4" CONCRETE WALK - SPECIAL 1	1,152.00	S F	9.60	11,059.20	865.80	8,311.68	1,075.80	10,327.68		10,327.68	
39	6" CONCRETE WALK - SPECIAL 1	360.00	S F	13.70	4,932.00	1,628.20	22,306.34	1,628.20	22,306.34		22,306.34	
40	6" CONCRETE WALK - SPECIAL 2	1,630.00	S F	13.70	22,331.00	613.10	8,399.47	613.10	8,399.47		8,399.47	
41	CONCRETE CURB AND GUTTER DESIGN B624	8,482.00	L F	19.40	164,550.80	1,795.00	34,823.00	1,795.00	34,823.00		34,823.00	
42	CONCRETE CURB AND GUTTER DESIGN SPECIAL 1	52.00	L F	40.50	2,106.00	-	-	-	-		-	
43	CONCRETE CURB AND GUTTER DESIGN SPECIAL 2	616.00	L F	47.75	29,414.00	786.00	37,531.50	786.00	37,531.50		37,531.50	
44	CONCRETE CURB DESIGN V	555.00	L F	35.25	19,563.75	127.00	4,476.75	157.00	5,534.25		5,534.25	
45	6" CONCRETE DRIVEWAY PAVEMENT	244.00	S Y	81.70	19,934.80	91.70	7,491.89	91.70	7,491.89		7,491.89	

## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: CITY OF WABASHA Engineer: BOLTON & MENK Contractor: PEMBER COMPANIES Project: 2023 STREET & UTILITY IMPROVEMENTS Contract:						Owner's Project No.: Engineer's Project No.: H19.120756 Contractor's Project No.: Agency's Project No.: SAP 079-658-004 & 079-665-002					
Application No.: 6		Application Period: From 11/18/23 to 03/22/24		Application Date: 03/22/24							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
46	7" CONCRETE DRIVEWAY PAVEMENT	293.00	S Y	89.00	26,077.00	-	-	-	-	-	-
47	TRUNCATED DOMES	790.00	S F	56.50	44,635.00	276.00	15,594.00	295.00	16,667.50	-	16,667.50
48	TRAFFIC CONTROL	1.00	L S	63,000.00	63,000.00	0.30	18,900.00	0.30	18,900.00	-	18,900.00
49	ACCESS MANAGER	1.00	L S	8,400.00	8,400.00	0.30	2,520.00	0.30	2,520.00	-	2,520.00
50	INSTALL SIGN	32.00	EACH	530.00	16,960.00	6.00	3,180.00	17.00	9,010.00	-	9,010.00
51	INSTALL SALVAGED SIGN	26.00	EACH	265.00	6,890.00	-	-	7.00	1,855.00	-	1,855.00
52	STABILIZED CONSTRUCTION EXIT	6.00	EACH	1,100.00	6,600.00	3.00	3,300.00	3.00	3,300.00	-	3,300.00
53	EROSION CONTROL SUPERVISOR	1.00	L S	5,000.00	5,000.00	0.30	1,500.00	0.30	1,500.00	-	1,500.00
54	STORM DRAIN INLET PROTECTION	68.00	EACH	135.00	9,180.00	17.00	2,295.00	17.00	2,295.00	-	2,295.00
55	SILT FENCE; TYPE MS	172.00	L F	3.25	559.00	-	-	-	-	-	-
56	SEDIMENT CONTROL LOG TYPE ROCK	23.00	EACH	110.00	2,530.00	12.00	1,320.00	12.00	1,320.00	-	1,320.00
57	ROCK DITCH CHECK	36.00	L F	34.00	1,224.00	6.00	204.00	6.00	204.00	-	204.00
58	AMENDED TOPSOIL BORROW (LV)	1,061.00	C Y	72.00	76,392.00	213.20	15,350.40	268.00	19,296.00	-	19,296.00
59	SODDING TYPE LAWN	6,367.00	S Y	13.00	82,771.00	983.00	12,779.00	983.00	12,779.00	-	12,779.00
60	RAPID STABILIZATION METHOD 4	6,367.00	S Y	1.00	6,367.00	-	-	-	-	-	-
61	INTERIM PAVEMENT MARKING	6,481.00	L F	2.15	13,934.15	2,435.00	5,235.25	2,435.00	5,235.25	-	5,235.25
62	4" SOLID LINE PAINT	3,755.00	L F	2.15	8,073.25	-	-	-	-	-	-
63	6" SOLID LINE PAINT	2,359.00	L F	3.70	8,728.30	-	-	-	-	-	-
64	12" SOLID LINE PAINT	367.00	L F	5.85	2,146.95	-	-	-	-	-	-
65	PAVEMENT MESSAGE PAINT	6.00	S F	42.50	255.00	-	-	-	-	-	-
66	PAVEMENT MARKING SPECIAL	2,232.00	L F	1.60	3,571.20	-	-	-	-	-	-
67	INSTALL SALVAGED BENCH	6.00	EACH	330.00	1,980.00	-	-	-	-	-	-
68	TEMPORARY MAIL BOX BANK	1.00	L S	500.00	500.00	-	-	-	-	-	-
69	REMOVE MANHOLE (SANITARY)	10.00	EACH	875.00	8,750.00	3.00	2,625.00	3.00	2,625.00	-	2,625.00
70	REMOVE SEWER PIPE (SANITARY)	3,519.00	L F	12.60	44,339.40	1,034.80	13,038.48	1,034.80	13,038.48	-	13,038.48
71	DEWATERING	1.00	L S	1,000.00	1,000.00	-	-	-	-	-	-
72	CONNECT TO EXISTING SANITARY SEWER	10.00	EACH	1,400.00	14,000.00	1.00	1,400.00	1.00	1,400.00	-	1,400.00
73	8"x6" PVC WYE	51.00	EACH	700.00	35,700.00	28.52	19,964.00	40.34	28,238.00	-	28,238.00
74	SANITARY CHIMNEY SEAL	10.00	EACH	355.00	3,550.00	-	-	-	-	-	-
75	8" PVC PIPE SEWER	278.00	L F	100.00	27,800.00	-	-	-	-	-	-
76	10" PVC PIPE SEWER	1,968.00	L F	95.00	186,960.00	1,034.80	98,306.00	1,034.80	98,306.00	-	98,306.00
77	12" PVC PIPE SEWER	61.00	L F	108.00	6,588.00	-	-	21.00	2,268.00	-	2,268.00
78	15" PVC PIPE SEWER	1,187.00	L F	120.00	142,440.00	-	-	83.00	9,960.00	-	9,960.00
79	6" PVC SANITARY SERVICE PIPE	1,927.00	L F	63.50	122,364.50	1,026.30	65,170.05	1,026.30	65,170.05	-	65,170.05
80	CASTING ASSEMBLY (SANITARY)	10.00	EACH	905.00	9,050.00	-	-	-	-	-	-
81	ADJUST FRAME AND RING CASTING (SANITARY)	10.00	EACH	555.00	5,550.00	-	-	-	-	-	-
82	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	124.00	L F	565.00	70,060.00	52.57	29,702.05	52.57	29,702.05	-	29,702.05
83	SANITARY SEWER TRACER SYSTEM	1.00	L S	15,100.00	15,100.00	0.30	4,530.00	0.30	4,530.00	-	4,530.00
84	REMOVE GATE VALVE AND BOX	20.00	EACH	150.00	3,000.00	6.00	900.00	6.00	900.00	-	900.00
85	REMOVE HYDRANT	8.00	EACH	740.00	5,920.00	2.00	1,480.00	3.00	2,220.00	-	2,220.00
86	REMOVE WATER MAIN	4,016.00	L F	12.50	50,200.00	1,385.00	17,312.50	1,385.00	17,312.50	-	17,312.50
87	TEMPORARY WATER SERVICE	1.00	L S	10,000.00	10,000.00	-	-	-	-	-	-
88	CONNECT TO EXISTING WATER MAIN	15.00	EACH	2,000.00	30,000.00	4.00	8,000.00	4.00	8,000.00	-	8,000.00
89	HYDRANT (8.5' BURY)	5.00	EACH	6,800.00	34,000.00	3.00	20,400.00	3.00	20,400.00	-	20,400.00
90	HYDRANT (9' BURY)	2.00	EACH	7,000.00	14,000.00	-	-	-	-	-	-
91	HYDRANT (9.5' BURY)	1.00	EACH	7,210.00	7,210.00	-	-	-	-	-	-
92	HYDRANT (10' BURY)	1.00	EACH	7,365.00	7,365.00	-	-	-	-	-	-
93	ADJUST VALVE BOX	38.00	EACH	235.00	8,930.00	8.00	1,880.00	8.00	1,880.00	-	1,880.00

## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: CITY OF WABASHA						Owner's Project No.:					
Engineer: BOLTON & MENK						Engineer's Project No.: H19.120756					
Contractor: PEMBER COMPANIES						Contractor's Project No.:					
Project: 2023 STREET & UTILITY IMPROVEMENTS						Agency's Project No.: SAP 079-658-004 & 079-665-002					
Contract:											
Application No.: 6						Application Period: From 11/18/23 to 03/22/24					
						Application Date: 03/22/24					
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
94	1" CORPORATION STOP	68.00	EACH	440.00	29,920.00	8.00	3,520.00	10.00	4,400.00		4,400.00
95	2" CORPORATION STOP	3.00	EACH	885.00	2,655.00	23.00	20,355.00	26.00	23,010.00		23,010.00
96	6" GATE VALVE AND BOX	9.00	EACH	2,690.00	24,210.00	3.00	8,070.00	4.00	10,760.00		10,760.00
97	8" GATE VALVE AND BOX	21.00	EACH	3,550.00	74,550.00	8.00	28,400.00	11.00	39,050.00		39,050.00
98	10" GATE VALVE AND BOX	4.00	EACH	5,090.00	20,360.00	-	-	-	-		-
99	12" GATE VALVE AND BOX	4.00	EACH	6,075.00	24,300.00	-	-	-	-		-
100	1" CURB STOP AND BOX	68.00	EACH	455.00	30,940.00	8.00	3,640.00	10.00	4,550.00		4,550.00
101	2" CURB STOP AND BOX	3.00	EACH	860.00	2,580.00	23.00	19,780.00	26.00	22,360.00		22,360.00
102	1" WATER SERVICE PIPE	2,311.00	L F	53.00	122,483.00	2,348.90	124,491.70	2,330.41	123,511.47		123,511.47
103	2" WATER SERVICE PIPE	111.00	L F	88.00	9,768.00	840.80	73,990.40	689.46	60,672.13		60,672.13
104	4" PVC WATERMAIN	39.00	L F	55.00	2,145.00	-	-	-	-		-
105	6" PVC WATERMAIN	320.00	L F	63.00	20,160.00	104.00	6,552.00	104.00	6,552.00		6,552.00
106	8" PVC WATERMAIN	2,496.00	L F	74.00	184,704.00	1,100.80	81,459.20	1,322.20	97,842.80		97,842.80
107	10" PVC WATERMAIN	503.00	L F	89.00	44,767.00	-	-	-	-		-
108	12" PVC WATERMAIN	827.00	L F	106.00	87,662.00	-	-	-	-		-
109	WATERMAIN FITTINGS	4,017.00	L B	19.00	76,323.00	1,689.00	32,091.00	1,689.00	32,091.00		32,091.00
110	VALVE BOX TOP SECTION & CAP	58.00	EACH	240.00	13,920.00	12.00	2,880.00	14.76	3,542.40		3,542.40
111	WATERMAIN TRACER SYSTEM	1.00	L S	20,150.00	20,150.00	0.20	4,030.00	0.20	4,030.00		4,030.00
112	REMOVE MANHOLE	12.00	EACH	625.00	7,500.00	4.00	2,500.00	4.00	2,500.00		2,500.00
113	REMOVE CATCH BASIN	26.00	EACH	560.00	14,560.00	8.00	4,480.00	8.00	4,480.00		4,480.00
114	REMOVE SEWER PIPE (STORM)	2,830.00	L F	17.45	49,383.50	814.00	14,204.30	814.00	14,204.30		14,204.30
115	28" SPAN RC PIPE SEWER CLASS IVA	350.00	L F	190.00	66,500.00	-	-	-	-		-
116	CONNECT TO EXISTING STORM SEWER	4.00	EACH	835.00	3,340.00	2.00	1,670.00	2.00	1,670.00		1,670.00
117	CONNECT TO EXISTING STRUCTURE	3.00	EACH	1,010.00	3,030.00	1.00	1,010.00	1.00	1,010.00		1,010.00
118	10" PIPE SEWER	76.00	L F	75.00	5,700.00	75.00	5,625.00	75.00	5,625.00		5,625.00
119	CASTING ASSEMBLY (STORM)	58.00	EACH	965.00	55,970.00	13.00	12,545.00	13.00	12,545.00		12,545.00
120	ADJUST FRAME AND RING CASTING (STORM)	20.00	EACH	550.00	11,000.00	13.00	7,150.00	13.00	7,150.00		7,150.00
121	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	4.00	L F	650.00	2,600.00	4.00	2,600.00	4.00	2,600.00		2,600.00
122	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	96.00	L F	770.00	73,920.00	37.60	28,952.00	37.60	28,952.00		28,952.00
123	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	21.00	L F	1,180.00	24,780.00	-	-	-	-		-
124	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	4.00	L F	1,635.00	6,540.00	4.30	7,030.50	4.30	7,030.50		7,030.50
125	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	120.00	L F	362.00	43,440.00	54.70	19,801.40	54.70	19,801.40		19,801.40
126	REMOVE SERVICE CABINET	3.00	EA	1,410.00	4,230.00	1.00	1,410.00	1.00	1,410.00		1,410.00
127	LIGHTING UNIT TYPE SPECIAL 1-ORNAMENTAL ACORN LIGHT	34.00	E A	5,530.00	188,020.00	-	-	22.00	121,660.00		121,660.00
128	LIGHTING UNIT TYPE SPECIAL 2-ORNAMENTAL DOUBLE	20.00	E A	8,545.00	170,900.00	-	-	12.00	102,540.00		102,540.00
129	LIGHTING UNIT TYPE SPECIAL 3-COBRAHEAD OVERHEAD	8.00	EA	3,640.00	29,120.00	-	-	-	-		-
130	GFCI DUPLEX RECEPTACLE PEDESTAL	10.00	E A	1,285.00	12,850.00	6.00	7,710.00	6.00	7,710.00		7,710.00
131	DECIDUOUS TREE - 2.5" CAL. B&B	20.00	E A	1,235.00	24,700.00	16.00	19,760.00	16.00	19,760.00		19,760.00
132	TREE GRATE & FRAMES	10.00	E A	4,100.00	41,000.00	6.00	24,600.00	6.00	24,600.00		24,600.00
133	STRUCTURAL SOIL BORROW (CV)	100.00	C Y	330.00	33,000.00	60.00	19,800.00	60.00	19,800.00		19,800.00
134	FURNISH AND INSTALL BENCH	6.00	EA	2,085.00	12,510.00	-	-	-	-		-
135	WASTE RECEPTACLE	6.00	EA	2,065.00	12,390.00	-	-	-	-		-
136	1-1/2" SCH 40 PVC TRENCHED	5,752.00	LF	5.85	33,649.20	364.60	2,132.91	364.60	2,132.91		2,132.91

## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: CITY OF WABASHA Engineer: BOLTON & MENK Contractor: PEMBER COMPANIES Project: 2023 STREET & UTILITY IMPROVEMENTS Contract:						Owner's Project No.: Engineer's Project No.: H19.120756 Contractor's Project No.: Agency's Project No.: SAP 079-658-004 & 079-665-002					
Application No.: 6		Application Period: From 11/18/23 to 03/22/24		Application Date: 03/22/24							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
137	1-1/2" SCH 40 PVC BEHIND CURB	1,730.00	LF	4.25	7,352.50	2,216.20	9,418.85	2,216.20	9,418.85		9,418.85
138	TWO 1-1/2" HDPE CONDUIT HDD	205.00	LF	26.00	5,330.00	-	-	190.00	4,940.00		4,940.00
139	3/4 INCH SCH 40 PVC TRENCHED	280.00	LF	3.20	896.00	280.00	896.00	280.00	896.00		896.00
140	HANDHOLE	10.00	EA	1,060.00	10,600.00	4.00	4,240.00	4.00	4,240.00		4,240.00
141	LIGHT FOUNDATION DESIGN E MODIFIED	62.00	EA	1,280.00	79,360.00	36.00	46,080.00	36.00	46,080.00		46,080.00
142	1-1/C#6 AWG	26,705.00	LF	1.55	41,392.75	4,158.40	6,445.52	4,158.40	6,445.52		6,445.52
143	1-1/C#4 AWG	2,556.00	LF	2.05	5,239.80	6,149.80	12,607.09	6,149.80	12,607.09		12,607.09
144	1-1/C#10 AWG	1,908.00	LF	0.90	1,717.20	630.00	567.00	630.00	567.00		567.00
145	TEMPORARY ELECTRICAL SERVICE	1.00	LS	19,030.00	19,030.00	1.00	19,030.00	1.00	19,030.00		19,030.00
146	ELECTRICAL SERVICE CABINET A	1.00	LS	12,530.00	12,530.00	1.00	12,530.00	1.00	12,530.00		12,530.00
147	ELECTRICAL SERVICE CABINET B	1.00	LS	10,385.00	10,385.00	-	-	-	-		-
148	LOAM TOPSOIL BORROW (PLANTINGS)	9.00	CY	100.00	900.00	-	-	-	-		-
149	PERENNIAL NO. 1 CONTAINER	86.00	EA	63.00	5,418.00	-	-	-	-		-
150	CAST STONE ASSEMBLY	12.00	EA	2,450.00	29,400.00	-	-	-	-		-
151	BOLLARD	6.00	EA	2,075.00	12,450.00	6.00	12,450.00	6.00	12,450.00		12,450.00
152	12" RC PIPE SEWER DESIGN 3006 CLASS V	1,773.00	L F	70.25	124,553.25	453.00	31,823.25	453.00	31,823.25		31,823.25
153	15" RC PIPE SEWER DESIGN 3006 CLASS V	491.00	L F	81.10	39,820.10	168.00	13,624.80	168.00	13,624.80		13,624.80
154	18" RC PIPE SEWER DESIGN 3006 CLASS III	682.00	L F	85.65	58,413.30	410.00	35,116.50	410.00	35,116.50		35,116.50
155	24" RC PIPE SEWER DESIGN 3006 CLASS III	275.00	L F	101.20	27,830.00	-	-	-	-		-
SM	STORED MATERIALS				-		65,518.17			161,676.98	161,676.98
		-	-		-		-		-		-
Original Contract Totals					\$ 6,012,787.85		\$ 2,107,333.67		\$ 2,371,775.33	\$ 161,676.98	\$ 2,533,452.31
Change Orders											
CO1-1	ADDITIONAL SIGNAGE FOR PARKING AND BUSINESS ACCESS	1.00	LS	1,400.00	1,400.00	1.00	1,400.00	1.00	1,400.00		1,400.00
CO2-1	BRIDGE/MAIN STREET INTERSECTION 21" PIPE	1.00	LS	9,775.49	9,775.49	1.00	9,775.49	1.00	9,775.49		9,775.49
					-				-		-
Change Order Totals					\$ 11,175.49		\$ 11,175.49		\$ 11,175.49	\$ -	\$ 11,175.49
Original Contract and Change Orders											
Project Totals					\$ 6,023,963.34		\$ 2,118,509.16		\$ 2,382,950.82	\$ 161,676.98	\$ 2,544,627.80

Stored Materials Summary

Contractor's Application for Payment

Owner:	CITY OF WABASHA						Owner's Project No.:						
Engineer:	BOLTON & MENK						Engineer's Project No.:	H19.120756					
Contractor:	PEMBER COMPANIES						Contractor's Project No.:						
Project:	2023 STREET & UTILITY IMPROVEMENTS						Agency's Project No.:	079-665-002					
Contract:													

Application No.:	6		Application Period:	From	11/18/23		to	03/22/24		Application Date:	03/22/24	
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A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
	T013460		Valves and Hydrants - Core & Main		1	135,518.17	-	135,518.17	70,000.00	23,000.00	93,000.00	42,518.17
	48792		Electrical Stanchions and Service Cabinets-Povolny		6		20,085.94	20,085.94		10,000.00	10,000.00	10,085.94
	S007080826.002		Type 3 Light Fixtures-Viking		6		4,887.25	4,887.25			-	4,887.25
	S007080825.002		Type 3 Light Poles Anchor Bases-Viking		6		1,863.77	1,863.77			-	1,863.77
	S007080825.004		Type 3 Light Poles-Viking		6		14,113.86	14,113.86			-	14,113.86
	S007080824.002		Type 1 & 2 Lights-Viking		6		258,207.99	258,207.99		170,000.00	170,000.00	88,207.99
	S007080824.005		Light Bollards - Viking		6		5,851.31	5,851.31		5,851.31	5,851.31	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
Totals						\$ 135,518.17	\$ 305,010.12	\$ 440,528.29	\$ 70,000.00	\$ 208,851.31	\$ 278,851.31	\$ 161,676.98



Funding Breakdown										Contractor's Application for Payment											
Owner:		CITY OF WABASHA										Owner's Project No.:									
Engineer:		BOLTON & MENK										Engineer's Project No.:		H19.120756							
Contractor:		PEMBER COMPANIES										Contractor's Project No.:									
Project:		2023 STREET & UTILITY IMPROVEMENTS										Agency's Project No.:		SAP 079-658-004 & 079-665-002							
Contract:																					
Application No.:		6		Application Period:		From		11/18/23		to		03/22/24		Application Date:		03/22/24					

SAP 079-658-004 CSAH 58 (BRIDGE AVE & MAIN ST)																									SAP 079-658-004 CSAH 65 (PEMBROKE AVE)																									LOCAL PROJECTS - ADA PED RAMPS, 2ND STREET STORM SEWER, & ALLEGHANY AVE ALLEY IMPROVEMENTS			
Item No.	MnDOT Number	Description	Participating				Storm Sewer				Non-Participating						Total				Participating				Storm Sewer				Non-Participating						Total				Total				TOTAL PROJECT										
			Units	Unit Price	Quantity		Value		Quantity	Value	PFA Eligible Water		PFA Eligible Sewer		City Funds		Quantity	Value	Quantity	Value	PFA Eligible Water		PFA Eligible Sewer		City Funds		Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost																			
1	2016.615	CONSTRUCTION ALLOWANCE	UNIT	\$1.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	11,944.770	\$	11,944.77	11,944.77	\$	11,944.77	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	11,944.77	\$11,944.77											
2	2021.501	MOBILIZATION	LS	\$203,685.00	0.070	\$	14,257.95	0.015	\$	3,055.28	0.115	\$	23,423.78	0.080	\$	16,294.80	0.055	\$	11,202.68	0.335	\$	68,234.48	0.030	\$	6,110.55	0.005	\$	1,018.43	0.050	\$	10,184.25	0.040	\$	8,147.40	0.025	\$	5,092.13	0.150	\$	30,552.75	0.02	\$	3,055.28	0.50	\$	101,842.50							
3	2101.502	CLEARING	EACH	\$715.00	2.00	\$	1,430.00	-	\$	-	1.20	\$	858.00	0.80	\$	572.00	-	\$	-	4.00	\$	2,860.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	4.00	\$	2,860.00										
4	2101.502	GRUBBING	EACH	\$345.00	2.00	\$	690.00	-	\$	-	1.20	\$	414.00	0.80	\$	276.00	-	\$	-	4.00	\$	1,380.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	4.00	\$	1,380.00										
5	2104.502	REMOVE LIGHT FOUNDATION	EACH	\$565.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	43.000	\$	24,295.00	43.00	\$	24,295.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	43.00	\$	24,295.00										
6	2104.502	REMOVE SIGN	EACH	\$42.50	4.80	\$	204.00	-	\$	-	0.60	\$	25.50	0.60	\$	25.50	-	\$	-	6.00	\$	255.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	6.00	\$	255.00										
7	2104.602	SALVAGE LIGHTING UNIT	EACH	\$210.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	7.000	\$	1,470.00	7.00	\$	1,470.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	7.00	\$	1,470.00										
8	2104.502	SALVAGE SIGN	EACH	\$42.50	9.60	\$	408.00	-	\$	-	1.20	\$	51.00	1.20	\$	51.00	-	\$	-	12.00	\$	510.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	12.00	\$	510.00										
9	2104.502	SALVAGE BENCH	EACH	\$135.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	4.000	\$	540.00	4.00	\$	540.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	4.00	\$	540.00										
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	\$5.85	113.00	\$	661.05	-	\$	-	67.80	\$	396.63	45.20	\$	264.42	0.000	\$	-	226.00	\$	1,322.10	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	226.00	\$	1,322.10										
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$3.35	299.00	\$	1,001.65	-	\$	-	179.40	\$	600.99	119.60	\$	400.66	0.000	\$	-	598.00	\$	2,003.30	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	598.00	\$	2,003.30										
12	2104.503	REMOVE CURB AND GUTTER	LF	\$5.80	1,277.00	\$	7,406.60	-	\$	-	766.20	\$	4,443.96	510.80	\$	2,962.64	0.000	\$	-	2554.00	\$	14,813.20	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	2554.00	\$	14,813.20										
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$18.50	25.70	\$	475.45	-	\$	-	15.42	\$	285.27	10.28	\$	190.18	0.000	\$	-	51.40	\$	950.90	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	51.40	\$	950.90										
14	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$11.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
15	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$5.55	3,877.50	\$	21,520.13	-	\$	-	2,326.50	\$	12,912.08	1,551.00	\$	8,608.05	0.000	\$	-	7755.00	\$	43,040.25	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	641.20	\$	3,558.66										
16	2104.518	REMOVE CONCRETE WALK	SF	\$1.35	15,799.00	\$	21,328.65	-	\$	-	9,479.40	\$	12,797.19	6,319.60	\$	8,531.46	0.000	\$	-	31598.00	\$	42,657.30	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	31598.00	\$	42,657.30										
17	2104.604	REMOVE CONCRETE PAVEMENT WITH BITUMINOUS OVERLAY	SY	\$12.90	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
18	2104.618	REMOVE BRICK PAVERS	SF	\$2.70	381.30	\$	1,029.51	-	\$	-	228.78	\$	617.71	152.52	\$	411.80	0.000	\$	-	762.60	\$	2,059.02	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	762.60	\$	2,059.02										
19	2106.507	EXCAVATION - COMMON	CY	\$29.50	1,682.00	\$	49,619.00	-	\$	-	1,009.20	\$	29,771.40	672.80	\$	19,847.60	0.000	\$	-	3364.00	\$	99,238.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	3364.00	\$	99,238.00										
20	2106.507	EXCAVATION - SUBGRADE	CY	\$25.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
21	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CY	\$25.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
22	2108.504	GEOTEXTILE FABRIC TYPE 9	SY	\$3.50	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$150.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	10.000	\$	1,500.00	10.00	\$	1,500.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	10.00	\$	1,500.00										
24	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	\$31.50	1,247.80	\$	39,305.70	-	\$	-	748.68	\$	23,583.42	499.12	\$	15,722.28	0.000	\$	-	2495.60	\$	78,611.40	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	2495.60	\$	78,611.40										
25	2301.602	DRILL AND GROUT NO. 4 BARS (EPOXY COATED)	EACH	\$7.00	28.50	\$	199.50	-	\$	-	17.10	\$	119.70	11.40	\$	79.80	0.000	\$	-	57.00	\$	399.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	57.00	\$	399.00										
26	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0" THICK	SY	\$14.40	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
27	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	SY	\$29.50	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
28	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK	SY	\$42.85	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
29	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 4.0" THICK	SY	\$67.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.000	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-										
30	23																																																				

Funding Breakdown				Contractor's Application for Payment	
Owner:	CITY OF WABASHA			Owner's Project No.:	
Engineer:	BOLTON & MENK			Engineer's Project No.:	H19.120756
Contractor:	PEMBER COMPANIES			Contractor's Project No.:	
Project:	2023 STREET & UTILITY IMPROVEMENTS			Agency's Project No.:	SAP 079-658-004 & 079-665-002
Contract:					
Application No.:	6	Application Period:	From 11/18/23 to 03/22/24	Application Date:	03/22/24

				SAP 079-658-004 CSAH 58 (BRIDGE AVE & MAIN ST)												SAP 079-658-004 CSAH 65 (PEMBROKE AVE)												LOCAL PROJECTS - ADA PED RAMPS, 2ND STREET STORM SEWER, & ALLEGHANY AVE ALLEY IMPROVEMENTS			
				Participating		Storm Sewer		Non-Participating						Total		Participating		Storm Sewer		Non-Participating						Total		Total		TOTAL PROJECT	
Item No.	MnDOT Number	Description		Units	Unit Price	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost		
99	2504.602	12" GATE VALVE AND BOX		EACH	\$6,075.00				0.00		\$0.00				0.00		\$0.00				0.00		\$0.00		0.00		\$0.00		\$0.00		
100	2504.602	1" CURB STOP AND BOX		EACH	\$455.00				10.00		\$4,550.00				10.00		\$4,550.00				0.00		\$0.00		0.00		\$0.00	10.00	\$4,550.00		
101	2504.602	2" CURB STOP AND BOX		EACH	\$860.00				26.00		\$22,360.00				26.00		\$22,360.00				0.00		\$0.00		0.00		\$0.00	26.00	\$22,360.00		
102	2504.603	1" WATER SERVICE PIPE		L F	\$53.00				2,330.41		\$123,511.47				2330.41		\$123,511.47				0.00		\$0.00		0.00		\$0.00	2330.41	\$123,511.47		
103	2504.603	2" WATER SERVICE PIPE		L F	\$88.00				689.46		\$60,672.13				689.46		\$60,672.13				0.00		\$0.00		0.00		\$0.00		\$0.00		
104	2504.603	4" PVC WATERMAIN		L F	\$55.00				0.00		\$0.00				0.00		\$0.00				0.00		\$0.00		0.00		\$0.00	0.00	\$0.00		
105	2504.603	6" PVC WATERMAIN		L F	\$63.00				104.00		\$6,552.00				104.00		\$6,552.00				0.00		\$0.00		0.00		\$0.00	104.00	\$6,552.00		
106	2504.603	8" PVC WATERMAIN		L F	\$74.00				1,322.20		\$97,842.80				1322.20		\$97,842.80				0.00		\$0.00		0.00		\$0.00	1322.20	\$97,842.80		
107	2504.603	10" PVC WATERMAIN		L F	\$89.00				0.00		\$0.00				0.00		\$0.00				0.00		\$0.00		0.00		\$0.00	0.00	\$0.00		
108	2504.603	12" PVC WATERMAIN		L F	\$106.00				0.00		\$0.00				0.00		\$0.00				0.00		\$0.00		0.00		\$0.00	0.00	\$0.00		
109	2504.608	WATERMAIN FITTINGS		L B	\$19.00				1,689.00		\$32,091.00				1689.00		\$32,091.00				0.00		\$0.00		0.00		\$0.00	1689.00	\$32,091.00		
110		VALVE BOX TOP SECTION & CAP		EACH	\$240.00				14.76		\$3,542.40				14.76		\$3,542.40				0.00		\$0.00		0.00		\$0.00	14.76	\$3,542.40		
111		WATERMAIN TRACER SYSTEM		L S	\$20,150.00				0.10		\$2,015.00				0.10		\$2,015.00				0.10		\$2,015.00		0.10		\$2,015.00	0.20	\$4,030.00		
112	2104.502	REMOVE MANHOLE		EACH	\$625.00			3.32	\$2,075.00	0.36	\$225.00	0.32	\$200.00		4.00	\$2,500.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	4.00	\$2,500.00		
113	2104.502	REMOVE CATCH BASIN		EACH	\$560.00			6.64	\$3,718.40	0.72	\$403.20	0.64	\$358.40		8.00	\$4,480.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	8.00	\$4,480.00		
114	2104.503	REMOVE SEWER PIPE (STORM)		L F	\$17.45			675.62	\$11,789.57	73.26	\$1,278.39	65.12	\$1,136.34		814.00	\$14,204.30		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	814.00	\$14,204.30		
115	2503.503	28" SPAN RC PIPE SEWER CLASS IVA		L F	\$190.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	0.00	\$0.00		
116	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$835.00			1.66	\$1,386.10	0.18	\$150.30	0.16	\$133.60		2.00	\$1,670.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	2.00	\$1,670.00		
117	2503.602	CONNECT TO EXISTING STRUCTURE		EACH	\$1,010.00			0.83	\$838.30	0.09	\$90.90	0.08	\$80.80		1.00	\$1,010.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	1.00	\$1,010.00		
118	2503.603	10" PIPE SEWER		L F	\$75.00			62.25	\$4,668.75	6.75	\$506.25	6.00	\$450.00		75.00	\$5,625.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	75.00	\$5,625.00		
119	2506.502	CASTING ASSEMBLY (STORM)		EACH	\$965.00			10.79	\$10,412.35	1.17	\$1,129.05	1.04	\$1,003.60		13.00	\$12,545.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	13.00	\$12,545.00		
120	2506.502	ADJUST FRAME AND RING CASTING (STORM)		EACH	\$550.00			10.79	\$5,934.50	1.17	\$643.50	1.04	\$572.00		13.00	\$7,150.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	13.00	\$7,150.00		
121	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G		L F	\$650.00			3.32	\$2,158.00	0.36	\$234.00	0.32	\$208.00		4.00	\$2,600.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	4.00	\$2,600.00		
122	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		L F	\$770.00			31.21	\$24,030.16	3.38	\$2,605.68	3.01	\$2,316.16		37.60	\$28,952.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	37.60	\$28,952.00		
123	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020		L F	\$1,180.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	0.00	\$0.00		
124	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020		L F	\$1,635.00			3.57	\$5,835.32	0.39	\$632.75	0.34	\$562.44		4.30	\$7,030.50		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	4.30	\$7,030.50		
125	2506.603	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1		L F	\$362.00			45.40	\$16,435.16	4.92	\$1,782.13	4.38	\$1,584.11		54.70	\$19,801.40		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			0.00	\$0.00	54.70	\$19,801.40		
126	2104.502	REMOVE SERVICE CABINET		EA	\$1,410.00								1.00	\$1,410.00		1.00	\$1,410.00				0.00		\$0.00			0.00	\$0.00	1.00	\$1,410.00		
127	2545.502	LIGHTING UNIT TYPE SPECIAL 1-ORNAMENTAL ACORN LIGHT		EA	\$5,530.00								22.00	\$121,660.00		22.00	\$121,660.00				0.00		\$0.00			0.00	\$0.00		\$0.00		
128	2545.502	LIGHTING UNIT TYPE SPECIAL 2-ORNAMENTAL DOUBLE ACORN		EA	\$8,545.00								12.00	\$102,540.00		12.00	\$102,540.00				0.00		\$0.00			0.00	\$0.00	12.00	\$102,540.00		
129	2545.502	LIGHTING UNIT TYPE SPECIAL 3-CORAHREAD OVERHEAD LIGHT		EA	\$3,640.00								6.00	\$21,840.00		6.00	\$21,840.00				0.00		\$0.00			0.00	\$0.00		\$0.00		
130	2545.602	GFCI DUPLEX RECEPTACLE PEDESTAL		EA	\$1,285.00								6.00	\$7,710.00		6.00	\$7,710.00				0.00		\$0.00			0.00	\$0.00	6.00	\$7,710.00		
131	2571.502	DECIDUOUS TREE - 2 1/2" CAL. 8&B		EA	\$1,235.00								16.00	\$19,760.00		16.00	\$19,760.00				0.00		\$0.00			0.00	\$0.00	16.00	\$19,760.00		
132	2571.602	TREE GRATE & FRAMES		EA	\$4,100.00								6.00	\$24,600.00		6.00	\$24,600.00				0.00		\$0.00			0.00	\$0.00	6.00	\$24,600.00		
133	2105.607	STRUCTURAL SOIL BORROW (CV)		CY	\$330.00								60.00	\$19,800.00		60.00	\$19,800.00				0.00		\$0.00			0.00	\$0.00	60.00	\$19,800.00		
134	2540.602	FURNISH AND INSTALL BENCH		EA	\$2,085.00				0.00		\$0.00		0.00	\$0.00		0.00	\$0.00				0.00		\$0.00			0.00	\$0.00	0.00	\$0.00		
135	2540.602	WASTE RECEPTACLE		EA	\$2,065.00				0.00		\$0.00		0.00	\$0.00		0.00	\$0.00				0.00		\$0.00			0.00	\$0.00	0.00	\$0.00		
136	2545.503	1-1/2" SCH 40 PVC TRENCHED		LF	\$5.85								364.60	\$2,132.91		364.60	\$2,132.91				0.00		\$0.00			0.00	\$0.00	364.60	\$2,132.91		
137	2545.503	1-1/2" SCH 40 PVC BEHIND CURB		LF	\$4.25								2,216.20	\$9,418.85		2216.20	\$9,418.85				0.00		\$0.00			0.00	\$0.00	2216.20	\$9,418.85		
138	2545.503	TWO 1-1/2" HDPE CONDUIT HDD		LF	\$26.00								190.00	\$4,940.00		190.00	\$4,940.00				0.00		\$0.00			0.00	\$0.00	190.00	\$4,940.00		
139	2545.503	3/4 INCH SCH 40 PVC TRENCHED		LF	\$3.20								280.00	\$896.00		280.00	\$896.00				0.00		\$0.00			0.00	\$0.00	280.00	\$896.00		
140	2545.502	HANDHOLE		EA	\$1,060.00				4.00		\$4,240.00		4.00	\$4,240.00		4.00	\$4,240.00				0.00		\$0.00			0.00	\$0.00	4.00	\$4,240.00		
141	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED		EA	\$1,280.00				36.00		\$46,080.00		36.00	\$46,080.00		36.00	\$46,080.00				0.00		\$0.00			0.00	\$0.00	36.00	\$46,080.00		
142	2545.503	1-1/4" AWG		LF	\$1.55								4,158.40	\$6,445.52		4158.40	\$6,445.52				0.00		\$0.00			0.00	\$0.00	4158.40	\$6,445.52		
143	2545.503	1-1/4" AWG		LF	\$2.05								6,149.80	\$12,607.09		6149.80	\$12,607.09				0.00		\$0.00			0.00	\$0.00	6149.80	\$12,607.09		
144	2545.503	1-1/4" AWG		LF	\$0.90								630.00	\$567.00		630.00	\$567.00				0.00		\$0.00			0.00	\$0.00	630.00	\$567.00		
145	2545.601	TEMPORARY ELECTRICAL SERVICE		LS	\$19,030.00								1.00	\$19,030.00		1.00	\$19,030.00										0.00	\$0.00	1.00	\$19,030.00	
146	2550.601	ELECTRICAL SERVICE CABINET A		LS	\$12,530.00								1.00	\$12,530.00		1.00	\$12,530.00										0.00	\$0.00	1.00	\$12,530.00	
147	2550.601	ELECTRICAL SERVICE CABINET B		LS	\$10,385.00										0.00	\$0.00									0.00	\$0.00	0.00	\$0.00		\$0.00	
148	2574.507	LOAM TOPSOIL BORROW (PLANTINGS)		CY	\$100.00								0.00	\$0.00		0.00	\$0.00							0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		
149	2571.502	PERENNIAL NO. 1 CONTAINER		EA	\$63.00								0.00	\$0.00		0.00	\$0.00							0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		
150	2401.602	CAST STONE ASSEMBLY		EA	\$2,450.00								0.00	\$0.00		0.00	\$0.00														

		Non-PFA Eligible		PFA Eligible		Total
		MnDOT LRIP Eligible	City of Wabasha	Water	Sewer	
Participating	Total Work Completed		\$468,847.29			\$468,847.29
	Retainage	5.0%	\$23,442.36			\$23,442.36
	Eligible Amount		\$445,404.93			\$445,404.93
	Previous Payments		\$425,997.57			\$425,997.57
	Total Amount Due		\$19,407.36			\$19,407.36
Storm Sewer	Total Work Completed		\$161,140.68			\$161,140.68
	Retainage	5.0%	\$8,057.03			\$8,057.03
	Eligible Amount		\$153,083.65			\$153,083.65
	Previous Payments		\$153,083.65			\$153,083.65
	Total Amount Due		\$0.00			\$0.00
Non-Participating	Total Work Completed		\$507,546.17	\$770,682.67	\$517,252.17	\$1,795,481.01
	Retainage	5.0%	\$25,377.31	\$38,534.13	\$25,862.61	\$89,774.05
	Eligible Amount		\$482,168.86	\$732,148.54	\$491,389.56	\$1,705,706.96
	Previous Payments		\$253,138.33	\$725,180.62	\$455,183.54	\$1,433,502.49
	Total Amount Due		\$229,030.53	\$6,967.92	\$36,206.02	\$272,204.47
Totals	Total Work Completed		\$629,987.97	\$770,682.67	\$517,252.17	\$2,425,468.98
	Retainage	5.0%	\$31,499.40	\$38,534.13	\$25,862.61	\$121,273.45
	Eligible Amount		\$598,488.57	\$732,148.54	\$491,389.56	\$2,304,195.53
	Previous Payments		\$579,081.22	\$725,180.62	\$455,183.54	\$2,012,583.71
	Total Amount Due		\$19,407.35	\$6,967.92	\$36,206.02	\$291,611.82

\*Participating means eligible for MnDOT LRIP funding. Non-participating means not eligible for MnDOT LRIP funding. Some project elements are eligible for both MnDOT LRIP and PFA Funding.

**City Council Regular**

**10. 6.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Select City Hall Logo Graphics for Council Chambers

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

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**Attachments**

Options for logo

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**Option 1**





**Option 2**

**City Council Regular**

**11. 1.**

**Meeting Date:** 04/02/2024

**ITEM TITLE:** Donation Resolution

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

**ACTION REQUIRED:**

Motion to approve the donation resolution.

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**Attachments**

10-2024 Resolution

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**CITY OF WABASHA**  
**RESOLUTION No. 10-2024**  
**RESOLUTION ACCEPTING DONATIONS**

**WHEREAS** The City of Wabasha is generally authorized to accept donations of real and personal property under Minnesota Statutes Section 465.03 for the benefit of its citizens; and

**WHEREAS** the following persons and entities have offered to contribute the cash amounts or items set forth below to the city for the following.

• **LIBRARY**

- \$100 – In memory of Beth Hager by Phil & Kate Perry
- \$25 – In memory of Mary Aren's sister by Mary Funk
- \$500 – Jane Hager
- \$100 - Anonymous

**WHEREAS** all such donations contributed are determined to be a benefit to the citizens of the City of Wabasha; and  
**WHEREAS** The City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are hereby acknowledged and accepted and shall be used in accordance with the terms prescribed by the donor.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Wabasha on April 2nd, 2024.

Approved:

\_\_\_\_\_  
Mayor - Emily Durand

Attested:

\_\_\_\_\_  
City Clerk – Wendy Busch