WABASHA CITY COUNCIL

WABASHA CITY HALL

Tuesday, May 7, 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 -**
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**
    0. Resolution Authorizing Execution of Agreement
    1. Local Board of Appeal and Equalization Minutes from 4-11-24
    2. Approve of Journal Entry Policy
    3. May Warrants
    4. St Felix Permits
    5. Pool shower/restroom water heater system
    6. Approve Fund Balance Policy
    7. Appointment to Ambulance Commission
    8. Resolution 18-2024 - Committing Local Match and Authorizing Contract Signature
    9. 4-2-24 Regular City Council Minutes
    10. Pay Application 7 for Pember Downtown Project.
    11. Slicks Addition Minor Plat
    12. Appoint Jeff Sulla and Brian Wodele to Ad-Hoc Personnel Committee for Police Negotiations
9. **Public Hearing**
    1. 2024 Street Improvements Hearing and adopt 19-2024 Resolution Ordering Improvement and Preparation of Plans
    2. Street Vacation for a portion of Aire Ave
10. **General Business**
    1. Eagle Basin Townhome PUD/Plat/Development Agreement
    2. Discuss approval of additional items to Downtown Street Project and approve request for additional loan funds from PFA.
    3. Flood damage purchases - reimbursed FEMA funds
    4. Hockey rink/basketball paint striping discussion

5. Reclassification for Assistant Public Works Director

11. **Donations**

1. May Donations - Resolution 17-2024

12. **Information - financials emailed to Council.**

13. **Announcements**

14. **Adjournment**

City Council Regular **1.**

Meeting Date: 05/07/2024

ITEM TITLE: Administrator's Report

DEPARTMENT: Administration

PURPOSE:

Administrator's Report - Caroline Gregerson

ITEM SUMMARY:

- Tyler and I recently finished a monitoring for the HVAC grant. In total, we granted $283,836 dollars to 17 downtown businesses (Silver Star, the Olde Triangle Pub, Local World Gallery, Eagle Valley Chiropractice, SVJ Creative Designs, Pure Identity, River Valley Outfitters, Xtreme Image Salon, Broken Paddle, West Side Tavern, Fresh Wok, Paul Busch AUto, Gerkens, Slippery's, Binner Insurance, Marcou Realty). The two findings found were that Council did not approve a policy (which we have since approved) and that Davis Bacon wages were not properly posted to the job site. We understood and agreed to address this in the future. We also had an underpayment of $6 that was corrected.
- FEMA paperwork has been completed. In total we will receive approximately $137,000. A good portion of this will be to purchase new lighting near Malone Park and to purchase a new piece for the skateboard park. The hockey rink was not accepted. Lots of lessons learned and lots of paperwork needed to be approved for this grant. Thank you especially to Riley and Tony for putting together lots of information and data for the reimbursement.
- The 217d agreement finished up its winter haul, seeding funds to the Port authority. We are still in ongoing conversations with the DNR and Fish and Wildlife about their concerns on the proposed project.
- A Minnesota Housing Grant was submitted last week for $2,900,000. Many other communities state-wide applied for the funds. Included on the agenda are funds for a Phase 2 environmental for the Grandpas Barn and Transfer site. Food shelf may be moving to the ol mittel schul.
- Please contact your local legislators about support for the bonding bill to fund the highway project.
- Staff have been busy working on the Phase 2 of the downtown project. A water shutoff occurred last Friday.
- There are grant funds available for a PFA study.
- Staff will need to spend time possible coordinating with businesses for burying the electrical in the alley and using TIF funds towards this effort. Please provide any feedback.
- Public Works Touch a Truck event is May 20th from 5-7PM and May 31st is the Athletic Field Grand Opening. Please support these city-sponsored events.
- Jim Concidine has agreed to an additional $30,000 towards the tennis courts and John and Marcia Bouquet are contributing $25,000 towards the tennis courts. Doffing Foundation has committed $5000 towards the athletic field and is open to future requests for the capital campaign but can only make one-year contributions. Paul and Mary Flicek, $5000. Dankwarts, a $36,000 in-kind donation for sprinkler. New total for committed funds is$396,200.
- I would like to RFQ out engineering firm for Highway Reroute project. That will be complex with federal funds. I would like to see a joint Port-Council board to provide input on the project where needed, including selection of the firm. Who is interested?

Attachments

Final Monitoring Letter

Final Monitoring Letter

EMPLOYMENT AND ECONOMIC DEVELOPMENT

April 30, 2024

The Honorable Emily Durand
Mayor, City of Wabasha
900 Hiawatha Dr. E
Wabasha, MN 55981

VIA EMAIL

RE: Results of Monitoring of Grantee Performance, Wabasha CDBG-CV Grant
Grant Number: CARE-21-0006-O-FY21

Dear Mayor:

The Department of Employment and Economic Development (DEED), Office of Business and Community Development (BCD) completed a monitoring of the above grant with city staff. Our primary concern is to help the city meet the objectives set forth in the grant agreement and to ensure compliance with the federal objectives, eligibility and all applicable regulations so that the city derives full benefit from the Community Development Block Grant Coronavirus Program (CDBG-CV).

Please see the attached monitoring report. The monitoring identified two findings with the corrective actions having been addressed as of the report's release. No further actions are needed.

Overall, our office felt that the project will have a substantial effect on the city and have been administered adequately to date.

If you have any questions, please feel free to contact me at Zachary.klehr@state.mn.us or (651) 259-7460.

Sincerely,

Zak Klehr

Zak Klehr
Business and Community Development Representative

Enclosure

cc: Caroline Gregerson
Tyler Grabau

MINNESOTA COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS PROGRAM

MONITORING REPORT

City of Wabasha

CARE-21-0006-O-FY21

Prepared by Zachary Klehr

April 30, 2024

Minnesota Department of Employment and Economic Development
Division of Business and Community Development
Office of Community Finance
Great Northern Building
180 East Fifth Street, Suite 1200
Saint Paul, MN 55101

INTRODUCTION

On April 16, 2024, Zachary Klehr from the Department of Employment and Economic Development (DEED), Business and Community Development Division (BCD) completed a review of monitoring documents associated with the Wabasha Community Development Block Grant Coronavirus (CDBG-CV) grant. Grant documents were provided virtually by City of Wabasha's Caroline Gregerson and Tyler Grabau. The purpose of the monitoring was to review documents associated with the CDBG-CV funding awarded to the City of Wabasha for commercial building HVAC rehabilitation. Documents associated with Grant and Financial Management, Fair Housing and Equal Opportunity Employment, Environmental, Commercial Building Rehabilitation, and Labor Standards were reviewed during the monitoring. A virtual Exit Conference was held April 18, 2024.

GRANT MANAGEMENT

Relevant grant documents were found in the files maintained by the City of Wabasha. These included the approved application, signed CDBG-CV Grant Contract Agreement, approved budget adjustments and amendment requests, contract between the city and the Community and Economic Development Associates (CEDA), Annual and quarterly reports, and disbursement requests that were submitted to DEED BCD.

Majority of the required policies and plans were in order prior to the start of project construction. These included the Residential Anti-Displacement and Relocation Plan, Certification for a Drug-Free Workplace, Prohibition of Excessive Force Policy, Section 3 Plan, and Fair Housing Plan. A Program Income Reuse Plan was not adopted specifically for this grant.

Annual Reports indicated that fair housing yearly activities were conducted.

There was one finding and no concerns in this area.

Finding #1 Requiring Corrective Action: This finding was called on the basis of Federal Requirement 24 CFR 570.489(e)(3)(ii)(b)(2) in that a Program Income Reuse Plan was not adopted specifically for this grant.

> **Corrective Action needed:** A Program Income Reuse Plan that is specific to the CDBG-CV grant must be adopted by the city. A copy of the adopted plan will be provided to the CDBG-CV Representative.
>
> **Corrective Action taken:** As of this report, the corrective action has been addressed and the finding is cleared.

FINANCIAL MANAGEMENT

Copies of disbursement requests to DEED BCD were reviewed. Disbursement requests were signed by authorized personnel.

There was adequate supporting documentation of the expenditures and no evidence of ineligible costs. Reviewed expenditures were incurred during the grant period.

Project documents indicated expended owner leverage funds were utilized in some of the projects. The final amount of leverage funds utilized in the grant will be reported in the Final Report.

A Single Audit report is not anticipated to be required for 2024 as the amount of expended federal funds during the city's fiscal year did not exceed the $750,000 threshold. Final determination on if a Single Audit report may be required will be noted in the Final Report.

CEDA is a non-profit organization so competitive procurement was not required for their administrative services. Necessary contractual language for the grant was not clearly addressed in the contract between the city and CEDA. CEDA staff assisted at the beginning of the grant but the assistance ended shortly after the CEDA contact person left the organization. City staff completed the remaining work on the grant.

CEDA and city administrative costs charged to the grant were supported by invoices and timesheets and were reimbursed on a reimbursement basis. There were no indirect costs charged to the grant.

There were no findings or concerns in this area.

EQUAL OPPORTUNITY

Program applicants provided contractor contact information when they submitted applications for assistance. The city utilized this information to build their contractor list from which additional contractors could be contacted for a bid. An advertisement was also released to generate new contractor contacts.

There were no findings or concerns in this area.

ENVIRONMENTAL

A centralized Environmental Review Record was maintained by the City of Wabasha. The Authority to Use Grant Funds and other review related documents were located in the Environmental Review Record.

A Broad-Level Environmental Review was conducted for the grant. No comments were received during the Notice of Intent to Request Release of Funds public comment period.

There were no findings or concerns in this area.

COMMERCIAL REHABILITATION

Projects funded with CDBG-CV funding must prevent, prepare for, and respond to the coronavirus as directed under the Coronavirus Aid, Relief, and Economic Stability Act (CARES Act) (Public Law 116-136). As detailed in section III.B.1 of the Federal Register Docket Number FR-6218-N-01, CDBG-CV funds must comply with statutory and regulatory provisions governing the Community Development Block Grant (CDBG) program unless otherwise described in the register. As a result, work associated with improving ventilation of heating/cooling systems in commercial buildings must meet the national objective of addressing an urgent need per Federal Regulations at 24 CFR 570.483(d).

The commercial building rehabilitation program amended goal was seventeen (17) commercial buildings in need of improved ventilation. Three randomly selected commercial building project files were inspected to ensure compliance with the national objective.

Tier 2 Environmental Reviews were located in each sampled project file.

Conflict of interest was checked as part of the application and in the Notice to Proceed letter. Inspection reports and corresponding work specifications were located in the project files. No asbestos was noted as being addressed in the sampled projects. The Repayment Agreements were signed by all parties before the Notices to Proceed were issued. The Repayment Agreements were also being utilized as the contract between the building owner and contractor.

Federal debarment checks were performed on contractors; however, the documents did not include a date. Section 3 and Women- or Minority-owned Business Certification forms were collected from contractors. The amount of CDBG-CV funding per unit was within the project limits stated in the application. It was determined an update was required on one Repayment Agreement to correctly reflect the provided amount of funding.

Payments were made to contractors after inspections were completed and lien waivers were collected. Completion certificates were not utilized in the sampled projects. Invoices associated with the sampled project files were successfully traced back to DEED BCD disbursements.

No site visits were conducted during the monitoring.

There were two concerns and no findings in this area.

Concern #1: The debarment check documents did not contain the date the checks were conducted. A debarment check should be conducted prior to executing a contract with the contractor.

Concern #2: Completion certifications were not utilized in the projects.

LABOR STANDARDS – COMMERCIAL REHABILITATION

Due to the requirement that CDBG-CV funds must comply with CDBG statutory and regulatory provisions; Federal Labor Standards rules apply to projects using CDBG-CV funds that involve rehabilitation work on commercial buildings. Compliance with Davis-Bacon and Related Acts must be

met.

Labor Standards were reviewed for the sampled projects. The Federal Labor Standards Provision (HUD 4010) and correct wage decision were attached to the bid packets and construction contracts. There was evidence that the Davis-Bacon poster was posted at the project sites but the applicable wage decision was not posted onsite. Notice of Contract Awards, labor standard letters from DEED BCD, and contractor/subcontractor certifications and profiles were reviewed. Final Labor Standards Compliance Reports have been submitted for the sampled projects.

Worker interviews were conducted either at the project site or by using the mailed HUD 4730 Questionnaire form. A review of the certified payrolls found necessary information was included in the documents. During this review, one worker was found to not have been paid the required wage rate. Restitution was addressed prior to the end of the monitoring. Restitution was also necessary on a separate project but had been addressed prior to the monitoring. Documentation of this restitution and reporting were available for review.

There was one finding and no concerns in this area.

Finding #2 Requiring Corrective Action: This finding was called on the basis of Federal Requirement 29 CFR 5.5(a)(1)(i) in that the Davis-Bacon wage decision was not posted at the project site.

> **Corrective Action needed:** Written assurance from the City of Wabasha that the future projects that must comply with Davis-Bacon and Related Act requirements will also have the Davis-Bacon wage decision posted at the project site.
>
> **Corrective Action taken:** As of this report, the corrective action has been addressed and the finding is cleared.

SUMMARY

DEED BCD staff wish to thank Caroline Gregerson and Tyler Grabau for their assistance and cooperation during the monitoring. The project overall has been administered successfully to date and the completed project have had a clear impact on Wabasha residents and businesses.

EMPLOYMENT AND ECONOMIC DEVELOPMENT

April 30, 2024

The Honorable Emily Durand
Mayor, City of Wabasha
900 Hiawatha Dr. E
Wabasha, MN 55981

VIA EMAIL

RE: Results of Monitoring of Grantee Performance, Wabasha CDBG-CV Grant
Grant Number: CARE-21-0006-O-FY21

Dear Mayor:

The Department of Employment and Economic Development (DEED), Office of Business and Community Development (BCD) completed a monitoring of the above grant with city staff. Our primary concern is to help the city meet the objectives set forth in the grant agreement and to ensure compliance with the federal objectives, eligibility and all applicable regulations so that the city derives full benefit from the Community Development Block Grant Coronavirus Program (CDBG-CV).

Please see the attached monitoring report. The monitoring identified two findings with the corrective actions having been addressed as of the report's release. No further actions are needed.

Overall, our office felt that the project will have a substantial effect on the city and have been administered adequately to date.

If you have any questions, please feel free to contact me at Zachary.klehr@state.mn.us or (651) 259-7460.

Sincerely,

Zak Klehr

Zak Klehr
Business and Community Development Representative

Enclosure

cc: Caroline Gregerson
Tyler Grabau

MINNESOTA COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS PROGRAM

MONITORING REPORT

City of Wabasha

CARE-21-0006-O-FY21

Prepared by Zachary Klehr

April 30, 2024

Minnesota Department of Employment and Economic Development
Division of Business and Community Development
Office of Community Finance
Great Northern Building
180 East Fifth Street, Suite 1200
Saint Paul, MN 55101

INTRODUCTION

On April 16, 2024, Zachary Klehr from the Department of Employment and Economic Development (DEED), Business and Community Development Division (BCD) completed a review of monitoring documents associated with the Wabasha Community Development Block Grant Coronavirus (CDBG-CV) grant. Grant documents were provided virtually by City of Wabasha's Caroline Gregerson and Tyler Grabau. The purpose of the monitoring was to review documents associated with the CDBG-CV funding awarded to the City of Wabasha for commercial building HVAC rehabilitation. Documents associated with Grant and Financial Management, Fair Housing and Equal Opportunity Employment, Environmental, Commercial Building Rehabilitation, and Labor Standards were reviewed during the monitoring. A virtual Exit Conference was held April 18, 2024.

GRANT MANAGEMENT

Relevant grant documents were found in the files maintained by the City of Wabasha. These included the approved application, signed CDBG-CV Grant Contract Agreement, approved budget adjustments and amendment requests, contract between the city and the Community and Economic Development Associates (CEDA), Annual and quarterly reports, and disbursement requests that were submitted to DEED BCD.

Majority of the required policies and plans were in order prior to the start of project construction. These included the Residential Anti-Displacement and Relocation Plan, Certification for a Drug-Free Workplace, Prohibition of Excessive Force Policy, Section 3 Plan, and Fair Housing Plan. A Program Income Reuse Plan was not adopted specifically for this grant.

Annual Reports indicated that fair housing yearly activities were conducted.

There was one finding and no concerns in this area.

Finding #1 Requiring Corrective Action: This finding was called on the basis of Federal Requirement 24 CFR 570.489(e)(3)(ii)(b)(2) in that a Program Income Reuse Plan was not adopted specifically for this grant.

> **Corrective Action needed:** A Program Income Reuse Plan that is specific to the CDBG-CV grant must be adopted by the city. A copy of the adopted plan will be provided to the CDBG-CV Representative.
>
> **Corrective Action taken:** As of this report, the corrective action has been addressed and the finding is cleared.

FINANCIAL MANAGEMENT

Copies of disbursement requests to DEED BCD were reviewed. Disbursement requests were signed by authorized personnel.

There was adequate supporting documentation of the expenditures and no evidence of ineligible costs. Reviewed expenditures were incurred during the grant period.

Project documents indicated expended owner leverage funds were utilized in some of the projects. The final amount of leverage funds utilized in the grant will be reported in the Final Report.

A Single Audit report is not anticipated to be required for 2024 as the amount of expended federal funds during the city's fiscal year did not exceed the $750,000 threshold. Final determination on if a Single Audit report may be required will be noted in the Final Report.

CEDA is a non-profit organization so competitive procurement was not required for their administrative services. Necessary contractual language for the grant was not clearly addressed in the contract between the city and CEDA. CEDA staff assisted at the beginning of the grant but the assistance ended shortly after the CEDA contact person left the organization. City staff completed the remaining work on the grant.

CEDA and city administrative costs charged to the grant were supported by invoices and timesheets and were reimbursed on a reimbursement basis. There were no indirect costs charged to the grant.

There were no findings or concerns in this area.

EQUAL OPPORTUNITY

Program applicants provided contractor contact information when they submitted applications for assistance. The city utilized this information to build their contractor list from which additional contractors could be contacted for a bid. An advertisement was also released to generate new contractor contacts.

There were no findings or concerns in this area.

ENVIRONMENTAL

A centralized Environmental Review Record was maintained by the City of Wabasha. The Authority to Use Grant Funds and other review related documents were located in the Environmental Review Record.

A Broad-Level Environmental Review was conducted for the grant. No comments were received during the Notice of Intent to Request Release of Funds public comment period.

There were no findings or concerns in this area.

COMMERCIAL REHABILITATION

Projects funded with CDBG-CV funding must prevent, prepare for, and respond to the coronavirus as directed under the Coronavirus Aid, Relief, and Economic Stability Act (CARES Act) (Public Law 116-136). As detailed in section III.B.1 of the Federal Register Docket Number FR-6218-N-01, CDBG-CV funds must comply with statutory and regulatory provisions governing the Community Development Block Grant (CDBG) program unless otherwise described in the register. As a result, work associated with improving ventilation of heating/cooling systems in commercial buildings must meet the national objective of addressing an urgent need per Federal Regulations at 24 CFR 570.483(d).

The commercial building rehabilitation program amended goal was seventeen (17) commercial buildings in need of improved ventilation. Three randomly selected commercial building project files were inspected to ensure compliance with the national objective.

Tier 2 Environmental Reviews were located in each sampled project file.

Conflict of interest was checked as part of the application and in the Notice to Proceed letter. Inspection reports and corresponding work specifications were located in the project files. No asbestos was noted as being addressed in the sampled projects. The Repayment Agreements were signed by all parties before the Notices to Proceed were issued. The Repayment Agreements were also being utilized as the contract between the building owner and contractor.

Federal debarment checks were performed on contractors; however, the documents did not include a date. Section 3 and Women- or Minority-owned Business Certification forms were collected from contractors. The amount of CDBG-CV funding per unit was within the project limits stated in the application. It was determined an update was required on one Repayment Agreement to correctly reflect the provided amount of funding.

Payments were made to contractors after inspections were completed and lien waivers were collected. Completion certificates were not utilized in the sampled projects. Invoices associated with the sampled project files were successfully traced back to DEED BCD disbursements.

No site visits were conducted during the monitoring.

There were two concerns and no findings in this area.

Concern #1: The debarment check documents did not contain the date the checks were conducted. A debarment check should be conducted prior to executing a contract with the contractor.

Concern #2: Completion certifications were not utilized in the projects.

LABOR STANDARDS – COMMERCIAL REHABILITATION

Due to the requirement that CDBG-CV funds must comply with CDBG statutory and regulatory provisions; Federal Labor Standards rules apply to projects using CDBG-CV funds that involve rehabilitation work on commercial buildings. Compliance with Davis-Bacon and Related Acts must be

met.

Labor Standards were reviewed for the sampled projects. The Federal Labor Standards Provision (HUD 4010) and correct wage decision were attached to the bid packets and construction contracts. There was evidence that the Davis-Bacon poster was posted at the project sites but the applicable wage decision was not posted onsite. Notice of Contract Awards, labor standard letters from DEED BCD, and contractor/subcontractor certifications and profiles were reviewed. Final Labor Standards Compliance Reports have been submitted for the sampled projects.

Worker interviews were conducted either at the project site or by using the mailed HUD 4730 Questionnaire form. A review of the certified payrolls found necessary information was included in the documents. During this review, one worker was found to not have been paid the required wage rate. Restitution was addressed prior to the end of the monitoring. Restitution was also necessary on a separate project but had been addressed prior to the monitoring. Documentation of this restitution and reporting were available for review.

There was one finding and no concerns in this area.

Finding #2 Requiring Corrective Action: This finding was called on the basis of Federal Requirement 29 CFR 5.5(a)(1)(i) in that the Davis-Bacon wage decision was not posted at the project site.

> **Corrective Action needed:** Written assurance from the City of Wabasha that the future projects that must comply with Davis-Bacon and Related Act requirements will also have the Davis-Bacon wage decision posted at the project site.
>
> **Corrective Action taken:** As of this report, the corrective action has been addressed and the finding is cleared.

SUMMARY

DEED BCD staff wish to thank Caroline Gregerson and Tyler Grabau for their assistance and cooperation during the monitoring. The project overall has been administered successfully to date and the completed project have had a clear impact on Wabasha residents and businesses.

City Council Regular **8. 0.**

Meeting Date: 05/07/2024

ITEM TITLE: Resolution Authorizing Execution of Agreement

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Wabasha Police Department is looking to be the lead Financial Administrator for the Towards Zero Death Program. The responsibility of the Financial Administrator will be to take care of the distribution of the funds to each City within Wabasha County. This grant agreement would run from October 1, 2023, through September 30, 2024.

ACTION REQUIRED:

Approve the Wabasha Police Department to be the lead Financial Administrator for the Towards the Zero Death Program and proceed with the resolution authorizing the execution of agreement.

Attachments

Resolution

CITY OF WABASHA, MINNESOTA
CITY COUNCIL RESOLUTION 19-2023

Wabasha Police Department

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the Wabasha Police Department enter into a grant agreement with the Minnesota Department of Public Safety Office of Traffic Safety, for traffic safety enforcement projects during the period from October 1, 2023, through September 30, 2024.

The Wabasha Police Department (Officer Kenneth Jacobs #906) is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Wabasha Police Department and to be the fiscal agent and administer the grant.

I certify that the above resolution was adopted by the _____

{Executive Body-Mayor or City Clerk)

of _____ on _____

(Name of Lead) (Date)

SIGNED: WITNESSETH:

_____ _____

(Signature Mayor) **{Signature City Clerk)**

_____ _____

(Title) (Title)

_____ _____

(Date) (Date)

City Council Regular **8. 1.**

Meeting Date: 05/07/2024

ITEM TITLE: Local Board of Appeal and Equalization Minutes from 4-11-24

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

LBAE Minutes 4-11-24

Attendance
City Clerk: Wendy Busch | Second Ward: Brian Wodele
First Ward: Dean Meurer | Third Ward: Jeff Sulla
Date: April 11, 2024 | 6:00 PM

PROCEEDINGS OF THE CITY OF WABASHA BOARD OF APPEAL & EQUALIZATION HEARING
WABASHA CITY HALL

Present: Councilpersons Wodele, Meurer & Sulla
Present: Ms. Jessica Gusa, Appraiser & Ms. Dani Kahn-Wolf, Appraiser

At 6:00 pm Councilperson Wodele called the City of Wabasha 2024 Board of Appeal & Equalization Hearing to order.

The following properties have expressed concern, and the county is requesting no change.
Virgil Mahlstedt 27.01103.00
Minnehaha Trust 27.00733.00
Joyce Fiedler 27.01608.00
Robert Italiano 27.01417.00
Keith Jones 27.01077.00
Robert Carrels 27.00005.06, 27.00005.00
James Duvall 27.00346.00
Lawrence Hanson 27.00473.00
John Degrood 27.00197.00
Valerie McGrath 27.01063.00
Joanie Passe 27.00022.06, 27.00022.03
Robert Mann 27.00938.03
Dale Cossette 27.01012.00
Arthur Hanson 27.00557.00
Patricia Heraty 27.00723.00
Pam Larson M27.05034.00
Make An Offer LLC M27.09008.00
Valerie Ahlers 27.01636.00
Michael Fohrman 27.01635.00
Motion by Meurer, Seconded by Wodele for no change to the above properties, adopted unanimously.

Walk throughs were done on the following properties and the requested changes are listed below.
Jeff Roemer 27.00543.00 EMV $258,100 change to $99,600.
Christopher Richardson 27.01630.00, EMV $592,700 change to $538,700
John Milnes 27.00727.03, EMV $257,900 change to $237,700
Thomas Bautch 27.01030.00, EMV $39,700 change to $32,500
Terri Erickson 27.01285.00, EMV $285,900 change to $269,000
Lee Hamil M27.05050.00, EMV $15,400 change to $7,400
Loren Larson M27.05023.00 EMV $16,200 change to $10,400
Rachel Elwell M27.05033.00 EMV $39,000 change to $11,000
Lynn Atkinson M27.05051.00 EMV $38,900 change to $36,000
Motion by Meurer, Seconded by Sulla for the above changes. Adopted unanimously.

Vergil Mahlstedt 27.01103.00 in the above no change request was present at the meeting. EMV $350,000. No changes were made. Motion by Sulla, Seconded by Meurer for no change. Adopted unanimously.

Lynn Atikinson M27.05051.00 715 7th Street West # 51 was present at the meeting and included in the above changes. Commissioner Meurer motioned to lower the EMV to $36,000.

Sharon Burke 830 Milligan Ave requesting no change. Motion for no change by Sulla, Seconded by Wodele. Adopted unanimously

James Roemer/Mary Roemer (49 Properties)

James/Mary Roemer		
27.00572.00	27.01217.00	27.00098.03
27.00554.00	27.00567.03	27.00030.06
27.00553.00	27.00547.06	27.00039.00
27.00547.03	27.00537.00	27.00275.00

27.00547.00	27.00098.00	27.00591.03
27.00546.18	27.00034.00	M27.09012.00
27.00546.15	27.00031.00	M27.09014.00
27.00546.09	27.00546.21	27.00403.03
27.00546.04	27.00573.00	27.00397.00
27.00545.03	27.00546.00	27.00054.09
27.00574.00	27.00576.00	27.00098.03
27.00541.03	27.00577.03	27.00030.06
27.00540.00	27.00594.00	27.00569.00
27.00538.09	27.00596.00	27.00038.00
27.00537.03	27.00555.00	27.00720.00
27.00403.03	27.00555.03	27.00780.00
27.00397.00	27.00556.00	27.00812.03
27.00054.09	27.01103.00	27.00813.00
27.00813.03		

Hearing no other public comment, board member Wodele moved to adjourn at 7:13 pm. 2nd by member Sulla, adopted unanimously.

_____

Respectfully Submitted by:
Wendy Busch, City Clerk

City Council Regular **8. 2.**

Meeting Date: 05/07/2024

ITEM TITLE: Approve of Journal Entry Policy

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The purpose of the City of Wabasha Journal Entry Policy is to establish procedures for the entry of journal entries into the city financial software. The Journal Entry Policy was recommended by the city auditors at Abdo to ensure that proper internal control measures are in effect. Having multiple staff members reviewing journal entries will increase separation of duties and increase transparency of the journal entry process.

ACTION REQUIRED:

Approve City of Wabasha Journal Entry Policy.

Attachments

Journal Entry Policy

City of Wabasha Journal Entry Policy

Section 1: Purpose

The purpose of the City of Wabasha Journal Entry Policy is to establish procedures for the entry of journal entries into the city financial software. The Journal Entry Policy was recommended by the city auditors at Abdo to ensure that proper internal control measures are in effect. Having multiple staff members reviewing journal entries will increase separation of duties and increase transparency of the journal entry process.

Section 2: Journal Entry Process

All journal entries entered in the City of Wabasha financial software will require approval from the City Administrator or respective Department Head(s). A physical signature or email approval will accompany all journal entries.

Section 3: Effective Date

The administrative process implementing the City of Wabasha Journal Entry Policy is effective May 7, 2024, and will remain enforced until changed by the City Administrator.

P.O. Box 268, Wabasha, MN 55981
Phone 651-565-4568 Fax 651-565-4569
Website: www.wabasha.org
This institution is an equal opportunity provider

City Council Regular **8. 3.**

Meeting Date: 05/07/2024

ITEM TITLE: May Warrants

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

May Warrants

CITY OF WABASHA
COUNCIL PAYABLES

PROG Descr	Search Name	Account Descr		Amount	Comments
	THREE RIVERS COMMUNITY ACTION	G 100-20210	TRANSIT BUS	$440.00	TRANSIT BUS TOKENS 160 SOLD
				$440.00	
Administration					
Administration	VISA	E 100-410-41500-308	Continuing Ed	$708.00	IMCA PROFESSIONAL MEMBERSHIP
Administration	METRO SALES INC	E 100-410-41500-311	Contractor Fees	$318.00	CONTRACT BASRE RATE CHARGE 3/16/2
Administration	METRO SALES INC	E 100-410-41500-311	Contractor Fees	$364.06	USAGE CHARGE 12/16/23 - 3/15/24
Administration	CINTAS	E 100-410-41500-311	Contractor Fees	$76.02	Rug Services (98.82 - 22.80 Credit)
Administration	RED WING WORDSMITH	E 100-410-41500-311	Contractor Fees	$184.00	02-06 Council Minutes
Administration	RED WING WORDSMITH	E 100-410-41500-311	Contractor Fees	$115.20	03-13-24 COUNCIL MINUTES
Administration	RITEWAY BUSINESS FORMS	E 100-410-41500-350	Printing and Binding	$355.07	LASER CHECKS
Administration	AMERICAN SOLUTIONS FOR BUSINE	E 100-410-41500-350	Printing and Binding	$293.13	WABASHA TAX STATEMENT REPORT
Administration	VALLEY PUBLICATIONS, INC	E 100-410-41500-351	Legal Notice Publishing	$61.24	OPEN BOOK
Administration	VISA	E 100-410-41500-433	Dues and Subscriptions	$25.00	ANNUAL FEE
Administration	VISA	E 100-410-41500-433	Dues and Subscriptions	$21.46	ADOBE SUBSCRIPTION
Administration	VISA	E 100-410-41500-433	Dues and Subscriptions	$343.39	ZOOM SUBSCRIPTION
Administration				$2,864.57	
Ambulance					
Ambulance	VISA	E 100-420-42500-200	Office Supplies	$210.97	OFFICE SUPPLIES
Ambulance	VISA	E 100-420-42500-206	Training Center Expenditures	$81.61	AMBULANCE
Ambulance	VISA	E 100-420-42500-206	Training Center Expenditures	$225.00	CPR TRAINING SERVICES
Ambulance	KWIK TRIP INC	E 100-420-42500-212	Motor Fuels	$469.22	AMBULANCE FUEL
Ambulance	WABASHA COUNTY	E 100-420-42500-212	Motor Fuels	$58.90	AMBULANCE GAS
Ambulance	WABASHA COUNTY	E 100-420-42500-212	Motor Fuels	$298.88	AMBULANCE DIESEL
Ambulance	AIRGAS USA LLC	E 100-420-42500-215	Oxygen-Supplies	$305.37	OXYGEN
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$27.00	DIFFERENCE IN INVOICE
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$23.56	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$23.56	MEDICAL SUPPLIES
Ambulance	GUNDERSEN ST ELIZ HOSP & CLINIC	E 100-420-42500-217	Medical Supplies	$10.03	RX # 647 10 MIDAZOLAM INJ 5MG/ML
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$137.50	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$60.00	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$253.21	MEDICAL SUPPLIES
Ambulance	BOUND TREE MEDICAL, LLC	E 100-420-42500-217	Medical Supplies	$58.35	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217	Medical Supplies	$271.55	MEDICAL SUPPLIES
Ambulance	VISA	E 100-420-42500-219	General Supplies	$190.90	AMBULANCE

PROG Descr	Search Name	Account Descr		Amount	Comments
Ambulance	SE MINNESOTA EMS	E 100-420-42500-308	Continuing Ed	$100.00	ANATOMY COURSE
Ambulance	SE MINNESOTA EMS	E 100-420-42500-308	Continuing Ed	$50.00	MAYO ANATOMY COURSE
Ambulance	SE MINNESOTA EMS	E 100-420-42500-308	Continuing Ed	$50.00	MAYO ANATOMY COURSE
Ambulance	SE MINNESOTA EMS	E 100-420-42500-308	Continuing Ed	$50.00	MAYO ANATOMY CLASS
Ambulance	ECP SERVICES, LLC	E 100-420-42500-311	Contractor Fees	$1,694.71	AMBULANCE COMMISSIONS MARCH
Ambulance	HBC	E 100-420-42500-321	Telephone	$59.91	AMBULANCE PHONE LINE
Ambulance	FIRSTNET BUILT WITH AT & T	E 100-420-42500-321	Telephone	$76.46	AMBULANCE MOBILE SERVICES
Ambulance	TINA COOK	E 100-420-42500-331	Travel Expense	$61.64	MILEAGE TO PICK UP CHASE CAR
Ambulance	COLTEN KRUEMPEL	E 100-420-42500-331	Travel Expense	$1,369.50	HOTEL, MILEAG, MEALS, AND PARKING F
Ambulance	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42500-381	Electric/Gas Utility	$34.25	Ambulance Solar
Ambulance	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42500-381	Electric/Gas Utility	$85.66	Ambulance Solar
Ambulance	XCEL ENERGY	E 100-420-42500-381	Electric/Gas Utility	$85.00	AMBULANCE GARAGE
Ambulance	CULLIGAN	E 100-420-42500-409	Maintenance Agreements	$59.00	SOFTNER SERVICE
Ambulance	JESSES AUTOMOTIVE LLC	E 100-420-42500-414	Vehicle Maintenance	$99.26	AMBULANCE SQUAD REPAIRS
Ambulance	TOM HEFFERNAN FORD, INC	E 100-420-42500-414	Vehicle Maintenance	$2,854.39	REPAIRS TO PARAMEDIC SQUAD
Ambulance	MOTOR PARTS & EQUIPMENT	E 100-420-42500-414	Vehicle Maintenance	$982.14	SQUAD PARTS FOR REPAIRS
Ambulance	DICK S AUTO PARTS	E 100-420-42500-414	Vehicle Maintenance	$86.78	AMBULANCE
Ambulance	DICK S AUTO PARTS	E 100-420-42500-414	Vehicle Maintenance	$87.08	AMBULANCE
Ambulance	VISA	E 100-420-42500-414	Vehicle Maintenance	$13.95	ORIELLYS FOR PARTS
Ambulance	VISA	E 100-420-42500-430	Miscellaneous	$438.49	AMBULANCE
Ambulance	HILLS HARDWARE HANK	E 100-420-42500-430	Miscellaneous	$35.70	AMBULANCE ACCOUNT
Ambulance	WABASHA FRESH MARKET	E 100-420-42500-430	Miscellaneous	$53.03	AMBULANCE ACCOUNT
Ambulance	VISA	E 100-420-42500-430	Miscellaneous	$106.71	AMAZON
Ambulance	VISA	E 100-420-42500-433	Dues and Subscriptions	$14.00	PIONEER PRESS CIRC
Ambulance	VISA	E 100-420-42500-437	Misc Licenses and Permits	$502.58	EMS REG BOARD
Ambulance	ASPEN MILLS	E 100-420-42500-581	Uniforms	$242.26	UNIFORMS
Ambulance	ASPEN MILLS	E 100-420-42500-581	Uniforms	$1,626.00	UNIFORMS
Ambulance	BOUND TREE MEDICAL, LLC	E 502-420-42500-472	Grants/Donations	$899.99	MEDICAL SUPPLIES
Ambulance				$14,524.10	
Elections/Voters Registration					
Elections/Voters Registrati	WABASHA COUNTY	E 100-410-41200-403	Office Equipment Maint. Agreem	$765.00	DS200 MAINTENANCE
Elections/Voters Registration				$765.00	
Emergency Management					
Emergency Management	RILEY COSTELLO	E 100-420-42400-308	Continuing Ed	$184.92	TRAVEL FOR EM TRAINING
Emergency Management	RILEY COSTELLO	E 100-420-42400-308	Continuing Ed	$31.49	MILEAGE EMERGENCY MANAGEMENT
Emergency Management	RILEY COSTELLO	E 100-420-42400-308	Continuing Ed	$125.29	MIELAGE TO ROCH AND BACK FOR PW P
Emergency Management				$341.70	
Engineering					
Engineering	BOLTON AND MENK INC	E 100-410-41300-303	Engineering Fees	$6,491.00	COULEE WAY SUBDIVISION/ INVOICED T

PROG Descr	Search Name	Account Descr		Amount	Comments
Engineering	BOLTON AND MENK INC	E 100-410-41300-303	Engineering Fees	$309.00	FITZGERALD SUBDIVISION/ INVOICED T
Engineering	BOLTON AND MENK INC	E 100-410-41300-303	Engineering Fees	$450.00	GENERAL ENGINEERING
Engineering	CONSTRUCTION MANAGEMENT SER	E 100-410-41300-315	Building Inspector Fees	$4,139.59	FEBRUARY BUILDING INSP - HIGH DUE T
Engineering	CONSTRUCTION MANAGEMENT SER	E 100-410-41300-315	Building Inspector Fees	$3,000.00	DIFFERENCE IN AMOUNT PAID
Engineering	RED WING WORDSMITH	E 100-410-41300-317	Consultant Fees	$78.40	01-09 PLANNING COMMISSION MINUTES
Engineering	RED WING WORDSMITH	E 100-410-41300-317	Consultant Fees	$40.00	PLANNING COMMISSION MINUTES
Engineering	VISA	E 100-410-41300-435	Bldg.Permit Surcharge-State	$191.00	1ST QTR SURCHARGE REPORT
Engineering				$14,698.99	
Fire Protection					
Fire Protection	HILLS HARDWARE HANK	E 100-420-42200-200	Office Supplies	$88.74	FIRE DEPARTMENT MISC SUPPLIES
Fire Protection	XCEL ENERGY	E 100-420-42200-212	Motor Fuels	$8.34	FIRE SIREN
Fire Protection	XCEL ENERGY	E 100-420-42200-212	Motor Fuels	$7.75	FIRE SIREN
Fire Protection	KWIK TRIP INC	E 100-420-42200-212	Motor Fuels	$311.62	FIRE DEPT FUEL
Fire Protection	WABASHA COUNTY	E 100-420-42200-212	Motor Fuels	$38.57	FIRE DEPARTMENT GAS
Fire Protection	WABASHA COUNTY	E 100-420-42200-212	Motor Fuels	$223.27	FIRE DEPARTMENT DIESEL
Fire Protection	FIRE SAFETY USA	E 100-420-42200-221	Equipment Maintenance/Parts	$192.90	GLOVES
Fire Protection	FIRE SAFETY USA	E 100-420-42200-221	Equipment Maintenance/Parts	$72.95	FLASHLIGHTS
Fire Protection	PLAID PRODUCTIONS	E 100-420-42200-221	Equipment Maintenance/Parts	$429.50	WABASHA FIRE AIRBOAT STICKERS
Fire Protection	PAUL BUSCH AUTO CENTER, INC	E 100-420-42200-221	Equipment Maintenance/Parts	$86.62	2017 CHEVY MAINT
Fire Protection	VISA	E 100-420-42200-221	Equipment Maintenance/Parts	$418.27	MISC SUPPLIES- SKID PARTS
Fire Protection	OWA ARCHITECTS LLC	E 100-420-42200-223	Building Maint/Repair Supplies	$2,047.50	FIRE HALL PROJECT DESIGN
Fire Protection	RIVERLAND COMMUNITY COLLEGE	E 100-420-42200-308	Continuing Ed	$970.00	FIRE SCHOOL
Fire Protection	CITY OF WABASHA	E 100-420-42200-308	Continuing Ed	$135.00	CPR CARDS
Fire Protection	COREY LEWANDOWSKI	E 100-420-42200-308	Continuing Ed	$2,446.95	HOTEL & TRAVEL TO INDIANAPOLIS
Fire Protection	VISA	E 100-420-42200-308	Continuing Ed	$1,395.42	CONFERENCE EXPENSE
Fire Protection	HBC	E 100-420-42200-321	Telephone	$107.41	FIRE HALL PHONE
Fire Protection	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42200-381	Electric/Gas Utility	$133.87	Fire Department Solar
Fire Protection	XCEL ENERGY	E 100-420-42200-381	Electric/Gas Utility	$8.63	FIRE SIREN
Fire Protection	XCEL ENERGY	E 100-420-42200-381	Electric/Gas Utility	$8.03	FIRE SIREN
Fire Protection	WABASHA RUBBISH REMOVAL	E 100-420-42200-384	Refuse Disposal	$93.60	FIRE HALL DUMPSTER
Fire Protection				$9,224.94	
General Govt Bldg City Hall					
General Govt Bldg City Hall	VISA	E 100-410-41900-200	Office Supplies	$17.30	PAPER CLIPS AND SUPPLIES
General Govt Bldg City Hall	VISA	E 100-410-41900-200	Office Supplies	$42.93	PRINTER PAPER FROM SAMS CLUB
General Govt Bldg City Hall	VISA	E 100-410-41900-200	Office Supplies	$19.78	AMAZON SUPPLIES
General Govt Bldg City Hall	VISA	E 100-410-41900-211	Cleaning/Janitorial Supplies	$4.30	DOLLAR GENERAL FOR SPIC N SPAN
General Govt Bldg City Hall	WABASHA COUNTY D. A. C.	E 100-410-41900-313	Cleaning Services	$310.50	CLEANING SERVICES
General Govt Bldg City Hall	CINTAS	E 100-410-41900-313	Cleaning Services	$98.82	RUG SERVICES
General Govt Bldg City Hall	HBC	E 100-410-41900-321	Telephone	$335.31	CITY HALL PHONE
General Govt Bldg City Hall	XCEL ENERGY	E 100-410-41900-381	Electric/Gas Utility	$266.37	CITY HALL

PROG Descr	Search Name	Account Descr		Amount	Comments
General Govt Bldg City Hall	CLEARWAY COMMUNITY SOLAR LLC	E 100-410-41900-381	Electric/Gas Utility	$443.24	CITY HALL SOLAR
General Govt Bldg City Hall	WABASHA RUBBISH REMOVAL	E 100-410-41900-384	Refuse Disposal	$93.60	CITY HALL DUMPSTER
General Govt Bldg City Hall	HARTERT S STORE INC	E 100-410-41900-401	Building Contract Maintenance	$650.00	ROTO ROOTER DRAIN
General Govt Bldg City Hall	ADVANCED BUSINESS SYSTEMS, INC	E 100-410-41900-413	Office Equipment Rent	$275.00	QUADIENT MAIL MACHINE MAINTENANC
General Govt Bldg City Hall	BANYON DATA SYSTEMS INC	E 100-410-41900-433	Dues and Subscriptions	$484.00	VAULT BACK UP AND FUND INVOICE SUP
General Govt Bldg City Hall				$3,041.15	
Independent Accounting/Audit					
Independent Accounting/A	ABDO ABDO EICK & MEYERS LLP	E 100-410-41700-301	Auditing and Accounting Serv.	$10,500.00	ADUIT SERVICE
Independent Accounting/A	ABDO ABDO EICK & MEYERS LLP	E 100-410-41700-301	Auditing and Accounting Serv.	$1,740.00	ADUIT SERVICE
Independent Accounting/Audit				$12,240.00	
IT Department					
IT Department	RED WING WORDSMITH	E 100-410-41920-311	Contractor Fees	$184.00	FEBRUARY COUNCIL MINUTES
IT Department	RED WING WORDSMITH	E 100-410-41920-311	Contractor Fees	$115.20	MARCH COUNCIL MINUTES
IT Department	WATER SYSTEMS COMPANY	E 100-410-41920-311	Contractor Fees	$35.40	WATER SERVICES
IT Department	WATER SYSTEMS COMPANY	E 100-410-41920-311	Contractor Fees	$50.38	WATER SERVICES
IT Department	PLAN IT SOFTWARE LLC	E 100-410-41920-311	Contractor Fees	$950.00	CAPITAL PLANNING SOFTWARE
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312	Computer Support	$42.00	FIREWALL PROTECTION
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312	Computer Support	$1,192.00	EXPANDED BUSINESS
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312	Computer Support	$258.56	CLOUD BACKUP
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312	Computer Support	$82.00	MICROSOFT 365
IT Department	VISION DESIGN GROUP INC	E 100-410-41920-320	Internet/Website Service	$120.00	COLORED LOGO IN OVAL
IT Department	HBC	E 100-410-41920-320	Internet/Website Service	$548.73	INTERNET SERVICES
IT Department				$3,578.27	
Legal					
Legal	FLAHERTY & HOOD, P.A.	E 100-410-41800-304	Legal Fees	$75.00	PROFESSIONAL FEES
Legal	FLAHERTY & HOOD, P.A.	E 100-410-41800-304	Legal Fees	$2,787.50	GENERAL & REAL ESTATE MATTERS
Legal				$2,862.50	
Library					
Library	HBC	E 211-471-47100-321	Telephone	$98.65	LIBRARY PHONE
Library				$98.65	
Miscellaneous					
Miscellaneous	BLOOM SHARING TECHNOLOGY	E 100-490-45400-430	Miscellaneous	$360.00	BLOOM AXA CONNECTIVITY BIKE SHARE
Miscellaneous	XCEL ENERGY	E 100-490-45400-450	Food Share Expenses	$309.64	FOODSHELF
Miscellaneous	J & M DISPLAYS, INC	E 100-490-45400-471	Fireworks	$1,125.00	FIREWORKS DOWN PAYMENT
Miscellaneous	WABASHA TRANSPORT TERMINAL, L	E 100-490-45400-740	Section 217D	$449,236.88	Contract Work for USACE FYE 24 DMMP P
Miscellaneous				$451,031.52	
Planning & Community Developme					

PROG Descr	Search Name	Account Descr		Amount	Comments
Planning & Community De	RED WING WORDSMITH	E 100-420-42300-311	Contractor Fees	$60.80	PLANNING & HPC MINUTES
Planning & Community De	BOLTON AND MENK INC	E 100-420-42300-311	Contractor Fees	$2,516.00	Planning & Zoning
Planning & Community De	RED WING WORDSMITH	E 100-420-42300-311	Contractor Fees	$46.40	01-23 HPC MEETING MINUTES
Planning & Community De	RED WING WORDSMITH	E 100-420-42300-311	Contractor Fees	$20.80	HPC MINUTES
Planning & Community De	WABASHA COUNTY RECORDER	E 100-420-42300-316	Recorder Fees	$46.00	RECORD OF A 355351
Planning & Community De	VALLEY PUBLICATIONS, INC	E 100-420-42300-351	Legal Notice Publishing	$142.80	PUBLIC NOTICES
Planning & Community De	SCHAD TRACY SIGNS	E 350-410-42300-311	Contractor Fees	$3,922.55	Wabasha Athletic Complex Main Sign 75
Planning & Community De	DANCKWART LANDSCAPING, LLC	E 350-410-42300-311	Contractor Fees	$485.41	WARMING HOUSE WORK
Planning & Community De	VISA	E 350-410-42300-311	Contractor Fees	$435.96	AHTLETIC FIELD MUTT MITT DISPENSER
Planning & Community Developme				$7,676.72	
Police Protection					
Police Protection	WABASHA COUNTY	E 100-420-42100-212	Motor Fuels	$1,517.58	POLICE GAS
Police Protection	KWIK TRIP INC	E 100-420-42100-212	Motor Fuels	$64.86	PD fuel
Police Protection	CHAD MEURER	E 100-420-42100-219	General Supplies	$16.43	FLASH LIGHT BATTERIES
Police Protection	VISA	E 100-420-42100-219	General Supplies	$356.71	TARGETS
Police Protection	VISA	E 100-420-42100-219	General Supplies	$356.71	TARGETS
Police Protection	DICK S AUTO PARTS	E 100-420-42100-221	Equipment Maintenance/Parts	$38.70	OIL
Police Protection	PAUL BUSCH AUTO CENTER, INC	E 100-420-42100-221	Equipment Maintenance/Parts	$263.62	2016 SQUAD PRESSURE SENSOR REPAIR
Police Protection	VISA	E 100-420-42100-308	Continuing Ed	$307.26	MEALS AT TRAINING
Police Protection	VISA	E 100-420-42100-308	Continuing Ed	$307.26	MEALS AT TRAINING
Police Protection	VERIZON WIRELESS	E 100-420-42100-321	Telephone	$160.14	POLICE PUCKS
Police Protection	WABASHA TOWING & SERVICE STAT	E 100-420-42100-325	Towing Expenses	$250.00	LINCOLN NAVIGATOR NO PLATES
Police Protection	WABASHA COUNTY	E 100-420-42100-412	Building Rent	$1,050.00	CJC LEASE
Police Protection	VISA	E 100-420-42100-433	Dues and Subscriptions	$91.94	TRAINING LICENSES
Police Protection	VISA	E 100-420-42100-433	Dues and Subscriptions	$91.94	TRAINING AND LICENSES
Police Protection	EMBLEM ENTERPRISES, INC	E 100-420-42100-581	Uniforms	$649.03	WABASHA POLICE BADGES
Police Protection	VISA	E 100-420-42100-581	Uniforms	$34.74	QUICK RELEASE CUFF CASE
Police Protection	VISA	E 100-420-42100-581	Uniforms	$157.45	UNIFORM ITEMS
Police Protection	VISA	E 100-420-42100-581	Uniforms	$41.33	MISC UNIFORM SUPPLIES
Police Protection	VISA	E 100-420-42100-581	Uniforms	$41.33	MISC UNIFORM SUPPLILES
Police Protection	VISA	E 100-420-42100-581	Uniforms	$30.10	UNIFORM ITEMS ($157.45 LESS 127.35
Police Protection	VISA	E 100-420-42100-581	Uniforms	$34.74	QUICK RELEASE CUFFS
Police Protection	VISA	E 100-420-42100-581	Uniforms	$17.99	LUMBAR SUPPORT SUPPLY
Police Protection	SUGAR LOAF FORD	E 501-420-42100-500	CAPITAL OUTLAY	$46,967.00	2024 Police Squad Explorer: VIN 1FM5K8
Police Protection	NORTHERN SAFETY TECHNOLOGY I	E 501-420-42100-500	CAPITAL OUTLAY	$3,425.09	SQUAD CAR IMPROVEMENTS
Police Protection	BRUENING ROCK PRODUCTS	E 501-420-42100-500	CAPITAL OUTLAY	$1,615.00	EQUIPMENT REPLACEMENT
Police Protection	NORTHERN SAFETY TECHNOLOGY I	E 501-420-42100-500	CAPITAL OUTLAY	$1,173.51	SQUAD SET UP
Police Protection				$59,060.46	
Pool					
Pool	HBC	E 100-450-45300-321	Telephone	$25.62	POOL PHONE LINE

	PROG Descr	Search Name	Account Descr		Amount	Comments
	Pool	CLEARWAY COMMUNITY SOLAR LLC	E 100-450-45300-381	Electric/Gas Utility	$446.29	POOL SOLAR
Pool					$471.91	
Public Works						
	Public Works	ARNOLD S SUPPLY & KLEENIT CO	E 100-430-43100-211	Cleaning/Janitorial Supplies	$633.51	TORK STANDARD TOWELS
	Public Works	VISA	E 100-430-43100-211	Cleaning/Janitorial Supplies	$621.40	TOILET PAPER FOR PUBLIC WOKRS
	Public Works	VISA	E 100-430-43100-211	Cleaning/Janitorial Supplies	$25.76	CLEANING SUPPLIES
	Public Works	VISA	E 100-430-43100-211	Cleaning/Janitorial Supplies	$135.96	PAPRE TOWELS & URINAL BLOCKS
	Public Works	VISA	E 100-430-43100-211	Cleaning/Janitorial Supplies	$453.15	MUTT MIT SINGLES & OFFICE SUPPLIES
	Public Works	FEILS OIL COMPANY	E 100-430-43100-212	Motor Fuels	$608.43	PREMIUM GAS
	Public Works	WABASHA COUNTY	E 100-430-43100-212	Motor Fuels	$424.72	PUBLIC WORKS GAS
	Public Works	WABASHA COUNTY	E 100-430-43100-212	Motor Fuels	$700.95	PUBLIC WORKS DIESEL
	Public Works	DICK S AUTO PARTS	E 100-430-43100-212	Motor Fuels	$38.70	OIL FOR 2016 CHEVY
	Public Works	DICK S AUTO PARTS	E 100-430-43100-212	Motor Fuels	$297.38	FILTERS, LUBE AND OIL
	Public Works	DICK S AUTO PARTS	E 100-430-43100-212	Motor Fuels	$3.74	FILTER
	Public Works	DICK S AUTO PARTS	E 100-430-43100-212	Motor Fuels	$275.99	SCALER
	Public Works	DICK S AUTO PARTS	E 100-430-43100-212	Motor Fuels	$24.65	OIL CHANGE SUPPLIES
	Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219	General Supplies	$35.40	PUBLIC WORKS
	Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219	General Supplies	$14.98	PUBLIC WORKS
	Public Works	VISA	E 100-430-43100-219	General Supplies	$54.99	WIRELESS KEYBOARD AND MOUSE COM
	Public Works	VISA	E 100-430-43100-219	General Supplies	$22.98	4 PACK OF RING BINDERS
	Public Works	VISA	E 100-430-43100-219	General Supplies	$24.99	OFFICE SUPPLIES
	Public Works	MACQUEEN EQUIPMENT INC	E 100-430-43100-221	Equipment Maintenance/Parts	$324.80	INVOICE - PARTS
	Public Works	ROCHESTER OVERHEAD DOOR	E 100-430-43100-223	Building Maint/Repair Supplies	$730.00	COMMERCIAL SHOP DOOR REPAIRS
	Public Works	VISA	E 100-430-43100-240	Small Tools and Minor Equip.	$106.50	MILWAUKEE DUAL CHEMISTRY RADIO
	Public Works	VISA	E 100-430-43100-240	Small Tools and Minor Equip.	$5.99	MAGNETIC POST LEVELER
	Public Works	ZACH MCNALLAN	E 100-430-43100-308	Continuing Ed	$144.72	POOL OPERATOR SCHOOLING MILEAGE
	Public Works	NEOGOV	E 100-430-43100-308	Continuing Ed	$0.36	LEARNING SUBSCRIPTION
	Public Works	VERIZON WIRELESS	E 100-430-43100-321	Telephone	$40.05	PUBLIC WORKS IPAD
	Public Works	HBC	E 100-430-43100-321	Telephone	$1.90	PUBLIC WORKS LINE
	Public Works	HBC	E 100-430-43100-321	Telephone	$90.13	PUBLIC WORKS PHONE
	Public Works	VALLEY PUBLICATIONS, INC	E 100-430-43100-351	Legal Notice Publishing	$187.50	PUBLIC WORKS JOB OPENINGS
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$159.20	CAMPGROUND
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$16.64	724 MAIN ST W
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$12.42	PARKING LOT
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$11.23	311 MAIN AND LAWRENCE
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$362.11	113 HIAWATHA DR
	Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$301.06	700 10TH ST W
	Public Works	CLEARWAY COMMUNITY SOLAR LLC	E 100-430-43100-381	Electric/Gas Utility	$183.97	PUBLIC WORKS SOLAR
	Public Works	XCEL ENERGY	E 100-430-43100-382	Street Lights	$3,977.07	STREET LIGHTS
	Public Works	XCEL ENERGY	E 100-430-43100-382	Street Lights	$45.15	ATHLETIC FIELD
	Public Works	XCEL ENERGY	E 100-430-43100-382	Street Lights	$256.66	STREET LIGHTS

PROG Descr	Search Name	Account Descr	Amount	Comments
Public Works	CROSS NURSERIE S INC	E 100-430-43100-383 Forestry	$412.45	LOCUST SKYLINE #10 CONT
Public Works	WABASHA RUBBISH REMOVAL	E 100-430-43100-384 Refuse Disposal	$355.68	PUBLIC WORKS DUMPSTER
Public Works	COMPASS MINERALS	E 100-430-43100-386 Snow Removal	$0.00	175 Tons of Road Deicing Salt
Public Works	COMPASS MINERALS	E 100-430-43100-386 Snow Removal	$14,442.27	175 Tons of Road Deicing Salt
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #24
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #25
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #26
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #27
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #28
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #37
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #38
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #39
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #40
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #41
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #42
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #43
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #44
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #45
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #46
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #1
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #2
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #3
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #8
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #9
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #10
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #11
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #12
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #13
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #14
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #15
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #16
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #17
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #18
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #19
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #22
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #23
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #47
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #48
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #49
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #50
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #51

PROG Descr	Search Name	Account Descr	Amount	Comments
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #53
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$66.00	CAMPGROUND SITE #54
Public Works	WABASHA COUNTY AUDITOR/TREAS	E 100-430-43100-439 Taxes	$112.00	FITZGERALD SECOND ADDITION
Public Works	FEILS OIL COMPANY	E 100-430-43100-527 PARK MAINTENANCE	$246.96	BALLFIELD 1/2 CTS, RISER, 2ND STAGE
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-527 PARK MAINTENANCE	$102.22	60# CONCRETE MIX BAGS
Public Works	GERKEN S INC	E 100-430-43100-527 PARK MAINTENANCE	$82.50	LAWN SEED 25#
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-527 PARK MAINTENANCE	$8.57	8' 2 X 4 STUDS
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-527 PARK MAINTENANCE	$34.34	CONCRETE POOR TUBE
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	$198.39	PARK SUPPLIES - MENARDS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	$74.90	REPLACEMENT URINAL PARTS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	$357.63	WATER FILTERS AND MISC PARTS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	$36.84	SLOAN REPAIR KIT
Public Works	VISA	E 100-430-43100-579 Safety Equipment	$143.99	TRAFFIC DELINEATOR POST CONE
Public Works	BOLTON AND MENK INC	E 389-430-43100-303 Engineering Fees	$9,647.50	2023 STREET & UTILITY IMP
Public Works	HOLIDAY OUTDOOR DECOR	E 389-430-43100-311 Contractor Fees	$2,691.00	2023 STREET PROJECT
Public Works	BOBCAT OF COULEE REGION	E 501-430-43100-500 CAPITAL OUTLAY	$5,000.00	TOOL CAT REPLACEMENT
Public Works	MIDWEST MACHINERY CO	E 501-430-43100-500 CAPITAL OUTLAY	$375.00	2025 TURF TEAM COMMERCIAL MOWIN
Public Works	MIDWEST MACHINERY CO	E 501-430-43100-500 CAPITAL OUTLAY	$9,489.33	JOHN DEERE Z930 M ZTRAK
Public Works	SHERRI MURPHY	E 502-430-43100-472 Grants/Donations	$109.32	HOLIDAY DÉCOR
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$3,563.19	LOCUST SKYLINE #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$3,180.00	LINDEN BOULEVARD #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$1,490.00	HACKBERRY #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$6,360.00	ELM CATHEDRAL #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$2,085.00	CRAB ROYAL RAINDROPS #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$2,085.00	CRAB PRAIRIEFIRE #10 CONT
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$539.50	ELM VALLEY FORGE 1"BR
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$539.50	LINDEN BOULEVARD 1¼" BR
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$489.50	HACKBERRY 1'BR
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$311.60	CRAB ROYAL RAINDROPS 6'BR
Public Works	CROSS NURSERIE S INC	E 502-430-43100-472 Grants/Donations	$524.25	CRAB PRAIRIEFIRE 6'BR
Public Works	EARL F ANDERSEN INC.	E 502-430-43100-544 Dog Park	$98.95	DOG PARK SIGNS
Public Works	EARL F ANDERSEN INC.	E 502-430-43100-544 Dog Park	$156.30	DOG PARK SIGNAGE
Public Works	VISA	E 502-430-43100-544 Dog Park	$100.72	DOG PARK FENCING PARTS - AMAZON
Public Works	VISA	E 502-430-43100-544 Dog Park	$35.58	DOG PARK DONATION BOXES
Public Works			$79,409.12	
Sewer Department				
Sewer Department	VERIZON WIRELESS	E 810-500-49449-321 Telephone	$40.05	UT IPAD
Sewer Department	HBC	E 810-500-49449-321 Telephone	$103.36	WASTEWATER PHONE SERVICES
Sewer Department	CLEARWAY COMMUNITY SOLAR LLC	E 810-500-49449-381 Electric/Gas Utility	$9,384.06	UTILITIES SOLAR
Sewer Department	XCEL ENERGY	E 810-500-49449-381 Electric/Gas Utility	$36.00	SEWAGE LIFT STATION

PROG Descr	Search Name	Account Descr		Amount	Comments
Sewer Department				$9,563.47	
Water Department					
Water Department	HBC	E 800-500-49000-321	Telephone	$45.72	UTILITIES ACCOUNT
Water Department	XCEL ENERGY	E 800-500-49000-381	Electric/Gas Utility	$130.50	UT COMM LIFT STATION
Water Department	XCEL ENERGY	E 800-500-49000-381	Electric/Gas Utility	$278.61	MUNICIPAL PUMP
Water Department	GOPHER STATE ONE CALL	E 800-500-49000-407	Gopher State One-Call	$44.55	33 BILLABLE TICKETS
Water Department				$499.38	
				$672,392.45	

City Council Regular **8. 4.**

Meeting Date: 05/07/2024

ITEM TITLE: St Felix Permits

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

St Felix has submitted a gambling permit for the Fall Festival as well as their annual Consumption and Display License for Alcohol & Gambling.

City Council Regular **8. 5.**

Meeting Date: 05/07/2024

ITEM TITLE: Pool shower/restroom water heater system

DEPARTMENT: Public Works

PURPOSE:

Replace rotted shower/restroom water heating system.

ITEM SUMMARY:

The current shower/restroom water heater has been removed due to the bottom rusted out leaking water. Instead of installing another storage tank heater, we are opting to install 2 wall mounted on-demand water heaters at a cost of $5,996.51. We will send in 2 rebates for $400 per water heater. Included in this price is a flush kit for both water heaters and winterization package.

COMMITTEE RECOMMENDATION:

Park Board authorized the purchase at our last meeting up to $7,000. Recommended putting it before the City Council due to the expense being above and beyond $5,000.

STAFF RECOMMENDATION:

Staff recommends approving the project so we can complete right away in May to be prepared for pool opening.

Attachments

Price quote

HARTERT'S BUILDING SOLUTIONS
Harterts Store Inc
PO Box 88
315 East Belvidere Avenue
Kellogg MN 55945

Estimate

Date
4/1/2024

Name / Address
City of Wabasha 900 Hiawatha Dr E Wabasha MN 55981

P.O. No.	Project

Qty	Description	Total
2	Navion on demand water heater NVNNPE240A2 on demand water heater. The two heaters will supply 13 Gallons per minute on continuos hot water.	4,446.51
1	Material to install	450.00
1	Labor to install	1,100.00
	Excel energy has rebates of $500.00 or more for tankless water heaters.	

Payment Terms: By signing this estimate, the above description of work has been accepted. A down payment of half of the Total secures the estimate and materials for the above mentioned project, balance including any extra labor and materials is due upon completion of work.

Subtotal	$5,996.51
Sales Tax (7.375%)	$0.00
Total	$5,996.51

Phone #
507-767-4923

Estimate Good for 30 Days

Signature _____

City Council Regular **8. 6.**

Meeting Date: 05/07/2024

ITEM TITLE: Approve Fund Balance Policy

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The revised Fund Balance Policy states, "At the end of each fiscal year, the City will maintain an unassigned portion of the fund balance for cash flow in a range equal to 40 – 60% of the following year's budgeted tax revenue (Tax Levy, Local Government Aid & Market Value Credit). In addition to cash flow needs this accommodates compensated absence liability and emergency contingency concerns."

This policy is consisent with the Fund Balance Policy of other surrounding cities that we contacted.

ACTION REQUIRED:

Approve the City of Wabasha Fund Balance Policy.

Attachments

Fund Balance Policy Revised May 7, 2024

City of Wabasha Fund Balance Policy



Adopted November 1, 2011

Revised May 7, 2024

I. PURPOSE

The purpose of this policy is to establish specific guidelines the City of Wabasha will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

The purpose of this policy is to also establish specific guidelines the City of Wabasha will use to classify fund balances into categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Nonspendable

This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

3. Committed

Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.

The City's highest level of decision-making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.

To remove the constraint on specified use of committed resources the City Council shall pass a resolution.

4. Assigned

Amounts that are constrained by the government's intent to use for specified purposes but are neither restricted nor committed. The assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.

The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the Finance Director or designee**.**

5. Unassigned

Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.

At the end of each fiscal year, the City will maintain an unassigned portion of the fund balance for cash flow in a range equal to 40 – 60% of the following year's budgeted tax revenue (Tax Levy, Local Government Aid & Market Value Credit). In addition to cash flow needs this accommodates compensated absence liability and emergency contingency concerns.

If amounts designated for cash flow fall above or below the desired range, the City Administrator shall report such amounts to the City Council as soon as practical after the end of the fiscal year. Should the actual amount designated for Cash Flow fall below the desired range, the City shall create a plan to restore it to the appropriate levels. Should the actual amount designated for cash flow rise above the desired range, any excess funds will remain undesignated pending the Council's final decision concerning transfer to another fund. It is the policy of the City that, to the extent possible, such excess funds should be transferred to the Capital Improvement Fund.

III. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

IV. MONITORING AND REPORTING

The Finance Director or designee shall annually prepare the status of fund balance in relation to this policy and present it to the City Council in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order: 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

City Council Regular **8. 7.**

Meeting Date: 05/07/2024

ITEM TITLE: Appointment to Ambulance Commission

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

An application was received from Greg Glomski for the Ambulance Commission to fill a vacancy.

Meeting Date: 05/07/2024

ITEM TITLE: Resolution 18-2024 - Committing Local Match and Authorizing Contract Signature

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Phase 1 of the Grandpa's Barn site has found that we need to do a Phase 2 and determine if there is contaminated soil. This resolution approval is to apply for funds to complete phase 2. Matching funds are from the Wabasha Port Authority Grants (Bring it Home and Compeer Grant). After the Phase 2 has been completed, the City will begin another application due August 1st, to apply for funds to demolish the building etc. If contamination is found, we will have to apply for clean up funds. A full copy of the Phase 1 can be emailed upon request.

Attachments

Resolution

CITY OF WABASHA

Eagle Capital of America

RESOLUTION # 18-2024 - Committing Local Match and Authorizing Contract Signature

BE IT RESOLVED that City of Wabasha, act as the legal sponsor for project(s) contained in the Contamination Cleanup Grant Program to be submitted on _____(Date) and that the City Administrator, is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of City of Wabasha.

BE IT FURTHER RESOLVED that the City of Wabasha has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that the City of Wabasha has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Wabasha may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Wabasha certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize both the Mayor and Clerk to execute all contracts, whereas Home Rule Charter Cities or other public entities may differ.

I CERTIFY THAT the above resolution was adopted by the City Council,
of the City of Wabasha, on May 7,2024.

SIGNED: (Authorized Official) WITNESSED:

_____ _____(Signature)

_____(Title & Date) _____ (Title & Date)

VIII. Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making effective date 1/1/22 and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

☐ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Click or tap here to enter text.

Signature:_____

Organization: Click or tap here to enter text.

Date: Click or tap here to enter text.

City Council Regular **8. 9.**

Meeting Date: 05/07/2024

ITEM TITLE: 4-2-24 Regular City Council Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review council minutes from the 4-2-24 Regular City Council Meeting. Make any necessary changes.

ACTION REQUIRED:

approve 4-2-24 Regular City Council minutes in the concent agenda.

Attachments

4-2-24 Minutes

D R A F T

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: April 2, 2024

PROCEEDINGS OF THE CITY COUNCIL

The regular meeting of the City Council of the City of Wabasha was held on Tuesday, April 2, 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**

1. 2023 Audit Presentation - Mr. Tyler See - Abdo and Approval of 2023 Wabasha Financial Audit
City Administrator Gregerson commented that audit documents will be posted on the City's website. Tyler See from Abdo introduced himself and summarized the 2023 audit results. He discussed his firm's responsibility to issue an opinion relating to the City's financial statements. He reported that an unmodified (clean) audit opinion is being issued. He stated that no issues were noted pertaining to Federal and State compliance requirements. He reviewed an internal control finding related to the same accounting firm both preparing financial statements and conducting the audit. He stated that this is a common finding for small cities. He referenced a journal entry review internal control finding, noting that it is recommended that the City implement a formal journal entry review process. He also discussed an internal audit adjustment finding. City Administrator Gregerson reviewed changes that will be made to the City's internal processes.

   Mr. See discussed the City's general fund balance compared to the City's fund balance policy. He stated that the City's unassigned general fund balance is at 47.4% of the 2024 general fund budget. He noted that the City's policy is to maintain a general fund balance of at least 60% of the following year's budget. City Administrator Gregerson indicated that the general fund balance and the policy are being reviewed, adding that most cities have a 50% general fund to budget policy. She noted that this topic will be discussed as part of the 2025 budget planning process. She stated her opinion that a 50% policy seems reasonable.

Mr. See reviewed 2023 revenue and expenses in comparison with budgeted amounts. He referenced public safety costs and capital fund transfers. He provided data from past years. He and Administrator Gregerson discussed general fund revenue and expenditures by category. Public safety expenses were further discussed.

Mr. See reviewed special revenue fund balances and discussed capital project funds. He detailed debt service obligations. He discussed enterprise funds, including revenue, operating costs, and debt service payments.

Mr. See reviewed key performance indicators and comparison data with peer cities, including the tax rate, taxes per capita, debt per capita, debt service expenditures, operating costs per capita, and capital expenditures per capita.

Moved by Council Member Tim Wallerich, seconded by Council Member Jeff Sulla to accept the 2023 financial audit results as presented.

Vote: 7 - 0 Adopted - Unanimously

3. ## Public Comments

Amy Glomski, 1300 Broadway Avenue, Wabasha, asked about the status of the proposed resolution in opposition to the new State flag and seal design. Council Member Wodele stated that this will not be pursued, in order to not endanger future requests for project funding assistance from the State.

4. ## Changes or Additions to Agenda

Mayor Durand reviewed requested changes to the order of the agenda discussions. Consent agenda Item #6 was moved to the General Business portion of the meeting, and an additional item was added to the General Business agenda relating to signage for the Wabasha Athletic Complex.

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

Mayor Durand summarized meetings with legislators during a recent visit to the Capitol, during which bonding bill funding requests were discussed.

6. ## Committee Reports and Wabasha Good News

Utilities Commission: Council Member Wodele indicated that nothing of note was discussed during the most recent meeting.

Port Authority: Council Member Friedmeyer summarized topics of discussion during recent meetings, including the winter haul, which involves the moving of sand from the Army Corps of Engineers pit to other pits, per the 217(d) agreement. He stated that the City receives revenue from this process. He stated that the Port Authority also met to discuss the bidding process for an engineering firm to manage the barge terminal project. He stated that Bolton & Menk was selected as the project engineer. Council Member Friedmeyer also discussed advocacy activities and a visit to the Capitol to meet with legislators and discuss a funding request toward the Highway 60 re-route project.

Street Commission: Public Works Director Tony Johnson reviewed topics of discussion during a recent meeting, including the hire of part-time seasonal employees; a planned mill and overlay project; the Eagles Basin PUD relating to parking, emergency vehicle access, and fire hydrant placement; and a street improvement project update.

Park Board: Public Works Director Johnson summarized topics of discussion during a recent meeting, including dog park features and donations toward amenities. He stated that the Park Board also discussed pet leash signage and bags for pet waste. He stated that the Park Board approved the Wabasha Athletic Complex sign, and it was reported that the flag pole has been delivered and will be installed prior to the grand opening. He stated that playground equipment was relocated from the old athletic field. He noted that the Bruegger Park picnic shelter roof shingles need to be replaced, with a local contractor managing the project as a community service project. He reported that certified wood chips have been ordered for parks. He discussed a restroom water heater replacement and a new donated bench for Beach Park.

Council Member Meurer asked about plans for the old flag pole and stated that another community may wish to purchase this.

Planning Commission: Council Member Wallerich stated that the next meeting is scheduled on April 9.

Fire Chief Darren Sheeley discussed recent staff training activities and a planned house burn.

1. **Administrator's Report**
City Administrator Gregerson provided an update regarding the housing project. She reported that the Wabasha - Kellogg Trail Connection was awarded $1.5 million for the future trail.

Administrator Gregerson discussed ongoing meetings with MnDOT relating to the Highway 60 realignment project and referenced pending legislation.

8. ## Consent Agenda
Mayor Durand reviewed consent agenda items.

Moved by Council Member Tim Wallerich, seconded by Council Member John Friedmeyer to approve the consent agenda as presented, minus Item 8.6.

Vote: 7 - 0 Adopted - Unanimously

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
This item was removed from the consent agenda and added to the General Business portion of the agenda.

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

There were no public hearings.

10. General Business

1. Review, Discuss, and Determine Award of Contract for the Fire Department Building Addition Project.
This item was discussed following discussion of Item 6.

Fire Chief Sheeley reviewed the bidding process for the building addition project and discussed a required ventilation system. He noted that the lowest bid came in at approximately $378.000. City Administrator Gregerson noted that $410,000 was budgeted in the CIP toward this project. She reported that a public safety grant award of $110,000 will be allocated toward the project. She detailed other project funding sources and discussed an approximately $30,000 project contingency.

Moved by Council Member Dean Meurer, seconded by Council Member Brian Wodele to award the project bid, as discussed. The equipment replacement fund was discussed. The project plans were further detailed.

Vote: 7 - 0 Adopted - Unanimously

2. 2024 Mill & Overlay Project
This item was discussed following discussion of Item 10.4.

City Engineer Brian Malm detailed the proposed mill and overlay street maintenance project. He reviewed the project area. The current condition of these streets was discussed. The estimated cost of the project and funding sources were reviewed. The assessments, based on the estimated cost of the project, were discussed, averaging approximately $1600 per residential parcel. The assessment amount was compared with a 2019 project. The anticipated project schedule was reviewed.

City Engineer Malm reviewed the next steps in the process. He requested that the City Council order the report and consider adopting a resolution accepting the report and calling for a public hearing on the improvements. He stated that public hearing notices would be sent to all property owners potentially impacted by the project and the assessments. He stated that, following the improvement hearing, the City Council would decide whether to order the improvements and move the project forward, including developing plans and specifications and conducting a bidding process. He stated that an assessment hearing would be scheduled in early August, with construction to begin in late summer, hopefully timed in conjunction with the street improvement project to take advantage of economies of scale. Curbing was discussed. The project area was clarified. Future Market Street improvements were discussed.

Moved by Council Member Dean Meurer, seconded by Council Member John Friedmeyer to adopt a resolution to order a report relating to the 2024 mill and overlay project.

Vote: 7 - 0 Adopted - Unanimously

Moved by Council Member Dean Meurer, seconded by Council Member John Friedmeyer to adopt a resolution accepting the report and scheduling a public hearing on May 7.

Vote: 7 - 0 Adopted - Unanimously

3. Miscellaneous Subdivision and Zoning Ordinance Updates - Second Reading and Adoption

Moved by Council Member Brian Wodele, seconded by Council Member John Friedmeyer to approve the second reading of the ordinance revisions, as presented.

Vote: 7 - 0 Adopted - Unanimously

4. Resolution 11-2024 Approving the Sale of Real Property in Wabasha, Minnesota, at 128 Second Street West
This item was discussed following discussion of Item 9.

City Administrator Gregerson provided background information and reviewed the history of the property. She stated that this property was identified as a potential site for multifamily housing. She stated that an RFP process was conducted in December of 2023, with Keller-Baartman Properties being selected as the developer of a market rate apartment complex. She stated that all four proposals that were submitted requested donation of the land. She discussed the development of a purchase agreement for the City to sell the property for $1, contingent upon obtaining an award from the Minnesota Workforce Housing Program, which offers deferred loans for market rate housing in rural Minnesota. She stated that if the funding is not approved, the developer would not be obligated to purchase the property and the City would not be obligated to sell it. She stated that the agreement also states that a committee would review the site plans, design plans, and materials, with the City Council to approve the final plans. She stated that 50 apartment units are planned. She referenced parking considerations.

A representative of the developer further discussed parking plans and the alleyway area. It was clarified that the apartments would be market rate units and not subsidized housing units. The purpose of the workforce housing program was discussed. The developer provided additional information with regard to workforce housing.

Council Member Meurer asked whether any of the units could be utilized as short-term rentals. The developer indicated that the units would be leased to residents of the community and not sublet.

Mayor Durand discussed infrastructure considerations. Administrator Gregerson noted that the development would be hooked up to existing water and sewer utilities on an existing street. She referenced an agreement with the developer to replace the sidewalk and reconstruct the alley. She discussed landscaping plans. The age of the utility infrastructure was discussed. Mayor Durand commented that the property is in a highly desirable location.

Moved by Council Member John Friedmeyer, seconded by Council Member Eugene Jensen to adopt Resolution 11-2024 as presented.

Vote: 7 - 0 Adopted - Unanimously

5. Street Project Pay Application #6
This item was discussed following discussion of Item 10.3.

City Engineer Malm provided background information and discussed streetlights and temporary paving. Council Member Friedmeyer commented that several of the new streetlights are not working. Public Works Director Johnson indicated that he will research this concern.

Moved by Council Member Tim Wallerich, seconded by Council Member Eugene Jensen to approve the street project pay application, as presented.

Vote: 7 - 0 Adopted - Unanimously

6. Select City Hall Logo Graphics for Council Chambers

Mayor Durand referenced past discussion of this topic. City Administrator Gregerson provided additional information. The project was further discussed.

Moved by Council Member Jeff Sulla, seconded by Mayor Emily Durand to approve the City Hall logo graphics, with a preference for a dark background.

Vote: 7 - 0 Adopted - Unanimously

7. Athletic Field Signage
Public Works Director Johnson discussed the Wabasha Athletic Complex sign. The donor acknowledgment signage was discussed. Entry and exit signage was also suggested. Mayor Durand discussed the opening ceremony on May 31.

Moved by Council Member Tim Wallerich, seconded by Council Member John Friedmeyer to approve the Wabasha Athletic Complex signage, as discussed.

Vote: 7 - 0 Adopted - Unanimously

8. Approve Full-Time Paramedic in Ambulance Service to Replace Full-Time EMT
Ambulance Service Director Ryan Marking reviewed recent ambulance call statistics and provided comparison information. Transfers and turn-downs were discussed. Paramedic recruitment, salary comparisons, and staffing were discussed. The Ambulance Service budget, revenue projections, and the reimbursement process were discussed.

Moved by Council Member Tim Wallerich, seconded by Council Member Eugene Jensen to approve a full-time paramedic position, as discussed.

Vote: 7 - 0 Adopted - Unanimously

11. Donations

1. Donation Resolution
Mayor Durand reviewed the April donations.

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

Moved by Council Member Brian Wodele, seconded by Council Member Jeff Sulla to adopt a resolution approving the donations.

Vote: 7 - 0 Adopted - Unanimously

12. Information - Financials Emailed to Council

13. Announcements

There were no announcements.

14. Adjournment

Moved by Council Member Eugene Jensen, seconded by Council Member John Friedmeyer to adjourn the meeting. The meeting adjourned at 7:10 p.m.

Vote: 7 - 0 Adopted - Unanimously

_____

Jessica Bruce, Deputy Clerk

City Council Regular **8. 10.**

Meeting Date: 05/07/2024

ITEM TITLE: Pay Application 7 for Pember Downtown Project.

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

See attached summary, this is the next draw for the downtown street project.

Attachments

Pay Application no 7

BOLTON & MENK
Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

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

May 2, 2024

Ryan Pember
Pember Companies Inc
N4449 469th Street
Menomonie, WI 54751

RE: 2023 Street & Utility Improvements
City of Wabasha, MN
Project No.: 0H1.120756
SAP No. 079-658-004 & 079-665-002

Dear Ryan:

Enclosed is Contractor's Estimate No. 7 in the amount of $387,537.52.

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.

Brian Malm, PE
City Engineer

Enclosures

Bolton & Menk is an equal opportunity employer.

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	**Agency's Project No.:**	SAP 079-658-004 & 079-665-002
Project:	2023 STREET & UTILITY IMPROVEMENTS		
Contract:			

Application No.: 7 **Application Date:** 4/30/2024

Application Period: **From** 3/23/2024 **to** 4/30/2024

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)					$	2,952,562.03
5. Retainage						
a.	5%	X	$ 2,790,885.05	Work Completed	$	139,544.25
b.	5%	X	$ 161,676.98	Stored Materials	$	8,083.85
c. Total Retainage (Line 5.a + Line 5.b)					$	147,628.10
6. Amount eligible to date (Line 4 - Line 5.c)					$	2,804,933.93
7. Less previous payments					$	2,417,396.41
8. Amount due this application					**$**	**387,537.52**

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**	
By:		**By:**	
Name:	Brian Malm, PE	**Name:**	Caroline Gregerson
Title:	City Engineer	**Title:**	City Administrator
Date:	5/2/24	**Date:**	

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
Original Contract											
1	CONSTRUCTION ALLOWANCE	42,500.00	UNIT	1.00	42,500.00	11,944.77	11,944.77	13,590.19	13,590.19		13,590.19
2	MOBILIZATION	1.00	L S	203,685.00	203,685.00	0.50	101,842.50	0.70	142,579.50		142,579.50
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	12,473.40	69,227.37		69,227.37
16	REMOVE CONCRETE WALK	45,462.00	S F	1.35	61,373.70	31,598.00	42,657.30	31,668.00	42,751.80		42,751.80
17	REMOVE CONCRETE PAVEMENT WITH BITUMINOUS	2,197.00	S Y	12.90	28,341.30	-	-	1,742.40	22,476.96		22,476.96
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	HOUR	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	8,021.60	125,939.12	8,021.60	125,939.12		125,939.12
31	6" PVC PIPE DRAIN	4,885.00	L F	28.00	136,780.00	1,813.00	50,764.00	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	19,232.00	127,892.80	19,232.00	127,892.80		127,892.80
37	6" CONCRETE WALK	11,677.00	S F	8.75	102,173.75	4,488.70	39,276.13	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	1,075.80	10,327.68	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	157.00	5,534.25	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
46	7" CONCRETE DRIVEWAY PAVEMENT	293.00	S Y	89.00	26,077.00	-	-	-	-		-

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
47	TRUNCATED DOMES	790.00	S F	56.50	44,635.00	295.00	16,667.50	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	0.40	25,200.00		25,200.00
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	17.00	9,010.00	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	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	5.00	5,500.00		5,500.00
53	EROSION CONTROL SUPERVISOR	1.00	L S	5,000.00	5,000.00	0.30	1,500.00	0.40	2,000.00		2,000.00
54	STORM DRAIN INLET PROTECTION	68.00	EACH	135.00	9,180.00	17.00	2,295.00	29.00	3,915.00		3,915.00
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	16.00	1,760.00		1,760.00
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	268.00	19,296.00	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	SY	1.00	6,367.00	-	-	-	-		-
61	INTERIM PAVEMENT MARKING	6,481.00	LF	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	LF	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	6.00	5,250.00		5,250.00
70	REMOVE SEWER PIPE (SANITARY)	3,519.00	L F	12.60	44,339.40	1,034.80	13,038.48	2,151.90	27,113.94		27,113.94
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	6.00	8,400.00		8,400.00
73	8"X6" PVC WYE	51.00	EACH	700.00	35,700.00	40.34	28,238.00	52.74	36,918.00		36,918.00
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	-	-	205.00	20,500.00		20,500.00
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	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	1,201.10	144,132.00		144,132.00
79	6" PVC SANITARY SERVICE PIPE	1,927.00	L F	63.50	122,364.50	1,026.30	65,170.05	1,122.40	71,272.40		71,272.40
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	78.50	44,352.50		44,352.50
83	SANITARY SEWER TRACER SYSTEM	1.00	L S	15,100.00	15,100.00	0.30	4,530.00	0.40	6,040.00		6,040.00
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	3.00	2,220.00	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
94	1" CORPORATION STOP	68.00	EACH	440.00	29,920.00	10.00	4,400.00	15.00	6,600.00		6,600.00

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
95	2" CORPORATION STOP	3.00	EACH	885.00	2,655.00	26.00	23,010.00	26.00	23,010.00		23,010.00
96	6" GATE VALVE AND BOX	9.00	EACH	2,690.00	24,210.00	4.00	10,760.00	5.00	13,450.00		13,450.00
97	8" GATE VALVE AND BOX	21.00	EACH	3,550.00	74,550.00	11.00	39,050.00	11.00	39,050.00		39,050.00
98	10" GATE VALVE AND BOX	4.00	EACH	5,090.00	20,360.00	-	-	4.00	20,360.00		20,360.00
99	12" GATE VALVE AND BOX	4.00	EACH	6,075.00	24,300.00	-	-	1.00	6,075.00		6,075.00
100	1" CURB STOP AND BOX	68.00	EACH	455.00	30,940.00	10.00	4,550.00	13.00	5,915.00		5,915.00
101	2" CURB STOP AND BOX	3.00	EACH	860.00	2,580.00	26.00	22,360.00	26.00	22,360.00		22,360.00
102	1" WATER SERVICE PIPE	2,311.00	L F	53.00	122,483.00	2,330.41	123,511.47	2,416.67	128,083.25		128,083.25
103	2" WATER SERVICE PIPE	111.00	L F	88.00	9,768.00	689.46	60,672.13	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	127.00	8,001.00		8,001.00
106	8" PVC WATERMAIN	2,496.00	L F	74.00	184,704.00	1,322.20	97,842.80	1,322.20	97,842.80		97,842.80
107	10" PVC WATERMAIN	503.00	L F	89.00	44,767.00	-	-	430.00	38,270.00		38,270.00
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	1,985.00	37,715.00		37,715.00
110	VALVE BOX TOP SECTION & CAP	58.00	EACH	240.00	13,920.00	14.76	3,542.40	20.76	4,982.40		4,982.40
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	1,727.00	30,136.15		30,136.15
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	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	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

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
137	1-1/2" SCH 40 PVC BEHIND CURB	1,730.00	LF	4.25	7,352.50	2,216.20	9,418.85	2,216.20	9,418.85		9,418.85
138	TWO 1-1/2" HDPE CONDUIT HDD	205.00	LF	26.00	5,330.00	190.00	4,940.00	190.00	4,940.00		4,940.00
139	3/4 INCH SCH 40 PVC TRENCHED	280.00	LF	3.20	896.00	280.00	896.00	280.00	896.00		896.00
140	HANDHOLE	10.00	EA	1,060.00	10,600.00	4.00	4,240.00	4.00	4,240.00		4,240.00
141	LIGHT FOUNDATION DESIGN E MODIFIED	62.00	EA	1,280.00	79,360.00	36.00	46,080.00	36.00	46,080.00		46,080.00
142	1-1/C#6 AWG	26,705.00	LF	1.55	41,392.75	4,158.40	6,445.52	4,158.40	6,445.52		6,445.52
143	1-1/C#4 AWG	2,556.00	LF	2.05	5,239.80	6,149.80	12,607.09	6,149.80	12,607.09		12,607.09
144	1-1/C#10 AWG	1,908.00	LF	0.90	1,717.20	630.00	567.00	630.00	567.00		567.00
145	TEMPORARY ELECTRICAL SERVICE	1.00	LS	19,030.00	19,030.00	1.00	19,030.00	1.00	19,030.00		19,030.00
146	ELECTRICAL SERVICE CABINET A	1.00	LS	12,530.00	12,530.00	1.00	12,530.00	1.00	12,530.00		12,530.00
147	ELECTRICAL SERVICE CABINET B	1.00	LS	10,385.00	10,385.00	-	-	-	-		-
148	LOAM TOPSOIL BORROW (PLANTINGS)	9.00	CY	100.00	900.00	-	-	-	-		-
149	PERENNIAL NO. 1 CONTAINER	86.00	EA	63.00	5,418.00	-	-	-	-		-
150	CAST STONE ASSEMBLY	12.00	EA	2,450.00	29,400.00	-	-	-	-		-
151	BOLLARD	6.00	EA	2,075.00	12,450.00	6.00	12,450.00	6.00	12,450.00		12,450.00
152	12" RC PIPE SEWER DESIGN 3006 CLASS V	1,773.00	L F	70.25	124,553.25	453.00	31,823.25	453.00	31,823.25		31,823.25
153	15" RC PIPE SEWER DESIGN 3006 CLASS V	491.00	L F	81.10	39,820.10	168.00	13,624.80	168.00	13,624.80		13,624.80
154	18" RC PIPE SEWER DESIGN 3006 CLASS III	682.00	L F	85.65	58,413.30	410.00	35,116.50	410.00	35,116.50		35,116.50
155	24" RC PIPE SEWER DESIGN 3006 CLASS III	275.00	L F	101.20	27,830.00	-	-	-	-		-
SM	STORED MATERIALS				-					161,676.98	161,676.98
		-	-		-		-		-		-
				Original Contract Totals	**$ 6,012,787.85**		**$ 2,371,775.33**		**$ 2,779,709.56**	**$ 161,676.98**	**$ 2,941,386.54**
						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**		**$ 2,382,950.82**		**$ 2,790,885.05**	**$ 161,676.98**	**$ 2,952,562.03**

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
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	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 ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
	T013460		Valves and Hydrants - Core & Main		1	135,518.17	-	135,518.17	93,000.00		93,000.00	42,518.17
	48792		Electrical Stanchions and Service Cabinets-Povolny		6		20,085.94	20,085.94	10,000.00		10,000.00	10,085.94
	S007080826.002		Type 3 Light Fixtures-Viking		6		4,887.25	4,887.25	-		-	4,887.25
	S007080825.002		Type 3 Light Poles Anchor Bases-Viking		6		1,863.77	1,863.77	-		-	1,863.77
	S007080825.004		Type 3 Light Poles-Viking		6		14,113.86	14,113.86	-		-	14,113.86
	S007080824.002		Type 1 & 2 Lights-Viking		6		258,207.99	258,207.99	170,000.00		170,000.00	88,207.99
	S007080824.005		Light Bollards - Viking		6		5,851.31	5,851.31	5,851.31		5,851.31	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
					Totals	**$ 135,518.17**	**$ 305,010.12**	**$ 440,528.29**	**$ 278,851.31**	**$ -**	**$ 278,851.31**	**$ 161,676.98**

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

Item No.	MnDOT Number	Description			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		TOTAL PROJECT	
									Non-Participating												Non-Participating											
					Participating		Storm Sewer		PFA Eligible Water		PFA Eligible Sewer		City Funds		Total		Participating		Storm Sewer		PFA Eligible Water		PFA Eligible Sewer		City Funds		Total		Total			
			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	Value	Quantity	Value	Quantity	Cost
1	2016.615	CONSTRUCTION ALLOWANCE	UNIT	$1.00	-	$ -	-	$ -	-	$ -	-	$ -	13,590.190	$ 13,590.19	13590.19	$ 13,590.19	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	13590.19	$13,590.19
2	2021.501	MOBILIZATION	L S	$203,685.00	0.098	$ 19,961.13	0.021	$ 4,277.39	0.161	$ 32,793.29	0.112	$ 22,812.72	0.077	$ 15,683.75	0.469	$ 95,528.27	0.042	$ 8,554.77	0.007	$ 1,425.80	0.070	$ 14,257.95	0.056	$ 11,406.36	0.035	$ 7,128.98	0.210	$42,773.85	0.02	$4,277.39	0.70	$142,579.50
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	$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	$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	$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	$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	$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	$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	$0.00	0.00	$0.00	4.00	$540.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	$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	$0.00	0.00	$0.00	226.00	$1,322.10
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$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	$0.00	0.00	$0.00	598.00	$2,003.30
12	2104.503	REMOVE CURB AND GUTTER	L F	$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	$0.00	0.00	$0.00	2554.00	$14,813.20
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$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	$0.00	0.00	$0.00	51.40	$950.90
14	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	$11.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
15	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$5.55	5,916.10	$ 32,834.36	-	$ -	3,549.66	$ 19,700.61	2,366.44	$ 13,133.74	0.000	$ -	11832.20	$ 65,668.71	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	641.20	$3,558.66	12473.40	$69,227.37
16	2104.518	REMOVE CONCRETE WALK	S F	$1.35	15,834.00	$ 21,375.90	-	$ -	9,500.40	$ 12,825.54	6,333.60	$ 8,550.36	0.000	$ -	31668.00	$ 42,751.80	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	31668.00	$42,751.80
17	2104.604	REMOVE CONCRETE PAVEMENT WITH BITUMINOUS OVERLAY	S Y	$12.90	871.20	$ 11,238.48	-	$ -	522.72	$ 6,743.09	348.48	$ 4,495.39	0.000	$ -	1742.40	$ 22,476.96	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	1742.40	$22,476.96
18	2104.618	REMOVE BRICK PAVERS	S F	$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	$0.00	0.00	$0.00	762.60	$2,059.02
19	2106.507	EXCAVATION - COMMON	C Y	$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	$0.00	0.00	$0.00	3364.00	$99,238.00
20	2106.507	EXCAVATION - SUBGRADE	C Y	$25.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
21	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	$25.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
22	2108.504	GEOTEXTILE FABRIC TYPE 9	S Y	$3.50	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$150.00	-	$ -	-	$ -	-	$ -	-	$ -	10.000	$ 1,500.00	10.00	$ 1,500.00	0.00	$ -	0.00	$ -	0.00	$ -	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	C Y	$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	$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	$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	S Y	$14.40	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	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	S Y	$29.50	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	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	S Y	$42.85	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	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	S Y	$67.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
30	2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (3;C) 2.0" THICK	S Y	$15.70	1,925.18	$ 30,225.39	-	$ -	3,048.21	$ 47,856.87	3,048.21	$ 47,856.87	0.000	$ -	8021.60	$ 125,939.12	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	8021.60	$125,939.12
31	2502.503	6" PVC PIPE DRAIN	L F	$28.00	-	$ -	-	$ -	-	$ -	1,813.00	$ 50,764.00	0.000	$ -	1813.00	$ 50,764.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	1813.00	$50,764.00
32	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	$615.00	-	$ -	-	$ -	-	$ -	4.00	$ 2,460.00	0.000	$ -	4.00	$ 2,460.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	4.00	$2,460.00
33	2502.602	SUMP PUMP SERVICE CONNECTION	EACH	$1,500.00	-	$ -	-	$ -	-	$ -	6.00	$ 9,000.00	0.000	$ -	6.00	$ 9,000.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	6.00	$9,000.00
34	2506.602	CONNECT TO PIPE DRAIN	EACH	$925.00	-	$ -	-	$ -	-	$ -	5.00	$ 4,625.00	0.000	$ -	5.00	$ 4,625.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	5.00	$4,625.00
35	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	$500.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
36	2521.518	4" CONCRETE WALK	S F	$6.65	15,385.60	$ 102,314.24	-	$ -	1,923.20	$ 12,789.28	1,923.20	$ 12,789.28	0.000	$ -	19232.00	$ 127,892.80	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	19232.00	$127,892.80
37	2521.518	6" CONCRETE WALK	S F	$8.75	3,590.96	$ 31,420.90	-	$ -	448.87	$ 3,927.61	448.87	$ 3,927.61	0.000	$ -	4488.70	$ 39,276.13	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	4488.70	$39,276.13
38	2521.618	4" CONCRETE WALK - SPECIAL 1	S F	$9.60	860.64	$ 8,262.14	-	$ -	107.58	$ 1,032.77	107.58	$ 1,032.77	0.000	$ -	1075.80	$ 10,327.68	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	1075.80	$10,327.68
39	2521.618	6" CONCRETE WALK - SPECIAL 1	S F	$13.70	1,302.56	$ 17,845.07	-	$ -	162.82	$ 2,230.63	162.82	$ 2,230.63	0.000	$ -	1628.20	$ 22,306.34	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	1628.20	$22,306.34
40	2521.618	6" CONCRETE WALK - SPECIAL 2	S F	$13.70	490.48	$ 6,719.58	-	$ -	61.31	$ 839.95	61.31	$ 839.95	0.000	$ -	613.10	$ 8,399.47	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	613.10	$8,399.47
41	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	L F	$19.40	897.50	$ 17,411.50	-	$ -	538.50	$ 10,446.90	359.00	$ 6,964.60	0.000	$ -	1795.00	$ 34,823.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	1795.00	$34,823.00
42	2531.603	CONCRETE CURB AND GUTTER DESIGN SPECIAL 1	L F	$40.50	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
43	2531.603	CONCRETE CURB AND GUTTER DESIGN SPECIAL 2	L F	$47.75	628.80	$ 30,025.20	-	$ -	78.60	$ 3,753.15	78.60	$ 3,753.15	0.000	$ -	786.00	$ 37,531.50	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	786.00	$37,531.50
44	2531.603	CONCRETE CURB DESIGN V	L F	$35.25	125.60	$ 4,427.40	-	$ -	15.70	$ 553.43	15.70	$ 553.43	0.000	$ -	157.00	$ 5,534.25	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	157.00	$5,534.25
45	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$81.70	73.36	$ 5,993.51	-	$ -	9.17	$ 749.19	9.17	$ 749.19	0.000	$ -	91.70	$ 7,491.89	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	91.70	$7,491.89
46	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	$89.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
47	2531.618	TRUNCATED DOMES	S F	$56.50	236.00	$ 13,334.00	-	$ -	29.50	$ 1,666.75	29.50	$ 1,666.75	0.000	$ -	295.00	$ 16,667.50	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	295.00	$16,667.50
48	2563.601	TRAFFIC CONTROL	L S	$63,000.00	0.056	$ 3,528.00	0.012	$ 756.00	0.092	$ 5,796.00	0.064	$ 4,032.00	0.044	$ 2,772.00	0.268	$ 16,884.00	0.024	$ 1,512.00	0.004	$ 252.00	0.040	$ 2,520.00	0.032	$ 2,016.00	0.020	$ 1,260.00	0.12	$7,560.00	0.01	$756.00	0.40	$25,200.00
49	2563.601	ACCESS MANAGER	L S	$8,400.00	0.042	$ 352.80	0.009	$ 75.60	0.069	$ 579.60	0.048	$ 403.20	0.033	$ 277.20	0.201	$ 1,688.40	0.018	$ 151.20	0.003	$ 25.20	0.030	$ 252.00	0.024	$ 201.60	0.015	$ 126.00	0.09	$756.00	0.01	$75.60	0.30	$2,520.00
50	2564.602	INSTALL SIGN	EACH	$530.00	13.60	$ 7,208.00	-	$ -	1.70	$ 901.00	1.70	$ 901.00	0.000	$ -	17.00	$ 9,010.00	0.00	$ -	0.00	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	17.00	$9,010.00
51	2564.602	INSTALL SALVAGED SIGN	EACH	$265.00	5.60	$ 1,484.00	-	$ -	0.70	$ 185.50	0.70	$ 185.50	0.000	$ -	7.00	$ 1,855.00	0.00	$ -	0.00	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	7.00	$1,855.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	$1,100.00	2.50	$ 2,750.00	-	$ -	1.50	$ 1,650.00	1.00	$ 1,100.00	0.000	$ -	5.00	$ 5,500.00	0.00	$ -	0.00	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	5.00	$5,500.00
53	2573.501	EROSION CONTROL SUPERVISOR	L S	$5,000.00	0.056	$ 280.00	0.012	$ 60.00	0.092	$ 460.00	0.064	$ 320.00	0.044	$ 220.00	0.268	$ 1,340.00	0.024	$ 120.00	0.004	$ 20.00	0.040	$ 200.00	0.032	$ 160.00	0.020	$ 100.00	0.120	$600.00	0.01	$60.00	0.40	$2,000.00
54	2573.502	STORM DRAIN INLET PROTECTION	EACH	$135.00	10.50	$ 1,417.50	-	$ -	6.30	$ 850.50	4.20	$ 567.00	0.000	$ -	21.00	$ 2,835.00	2.00	$ 270.00	0.00	$ -	1.20	$ 162.00	0.80	$ 108.00	0.00	$ -	4.00	$540.00	4.00	$540.00	29.00	$3,915.00
55	2573.503	SILT FENCE; TYPE MS	L F	$3.25	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
56	2573.503	SEDIMENT CONTROL LOG TYPE ROCK	EACH	$110.00	8.00	$ 880.00	-	$ -	4.80	$ 528.00	3.20	$ 352.00	0.000	$ -	16.00	$ 1,760.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	16.00	$1,760.00
57	2573.503	ROCK DITCH CHECK	L F	$34.00	3.00	$ 102.00	-	$ -	1.80	$ 61.20	1.20	$ 40.80	0.000	$ -	6.00	$ 204.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	6.00	$204.00
58	2574.507	AMENDED TOPSOIL BORROW (LV)	C Y	$72.00	134.00	$ 9,648.00	-	$ -	80.40	$ 5,788.80	53.60	$ 3,859.20	0.000	$ -	268.00	$ 19,296.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	268.00	$19,296.00
59	2575.504	SODDING TYPE LAWN	S Y	$13.00	491.50	$ 6,389.50	-	$ -	294.90	$ 3,833.70	196.60	$ 2,555.80	0.000	$ -	983.00	$ 12,779.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	983.00	$12,779.00
60	2575.540	RAPID STABILIZATION METHOD 4	SY	$1.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
61	2580.503	INTERIM PAVEMENT MARKING	LF	$2.15	1,217.50	$ 2,617.63	-	$ -	730.50	$ 1,570.58	487.00	$ 1,047.05	0.000	$ -	2435.00	$ 5,235.25	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	2435.00	$5,235.25
62	2582.503	4" SOLID LINE PAINT	L F	$2.15	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
63	2582.503	6" SOLID LINE PAINT	L F	$3.70	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
64	2582.503	12" SOLID LINE PAINT	L F	$5.85	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
65	2582.518	PAVEMENT MESSAGE PAINT	S F	$42.50	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
66	2582.603	PAVEMENT MARKING SPECIAL	LF	$1.60	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
67		INSTALL SALVAGED BENCH	EACH	$330.00	-	$ -	-	$ -	-	$ -	-	$ -	0.000	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$0.00	0.00	$0.00	0.00	$0.00
68		TEMPORARY MAIL BOX BANK	L S	$500.00	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
69	2104.502	REMOVE MANHOLE (SANITARY)	EACH	$875.00							6.000	$5,250.00			6.00	$5,250.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	6.00	$5,250.00
70	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	$12.60							2,151.900	$27,113.94			2151.90	$27,113.94							0.00	$0.00			0.00	$0.00	0.00	$0.00	2151.90	$27,113.94
71	2106.601	DEWATERING	L S	$1,000.00							0.000	$0.00			0.00	$0.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	0.00	$0.00
72	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$1,400.00							6.000	$8,400.00			6.00	$8,400.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	6.00	$8,400.00
73	2503.602	8"X6" PVC WYE	EACH	$700.00							52.740	$36,918.00			52.74	$36,918.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	52.74	$36,918.00
74	2503.602	SANITARY CHIMNEY SEAL	EACH	$355.00							0.000	$0.00			0.00	$0.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	0.00	$0.00
75	2503.603	8" PVC PIPE SEWER	L F	$100.00							205.000	$20,500.00			205.00	$20,500.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	205.00	$20,500.00
76	2503.603	10" PVC PIPE SEWER	L F	$95.00							1,034.800	$98,306.00			1034.80	$98,306.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	1034.80	$98,306.00
77	2503.603	12" PVC PIPE SEWER	L F	$108.00							21.000	$2,268.00			21.00	$2,268.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	21.00	$2,268.00
78	2503.603	15" PVC PIPE SEWER	L F	$120.00							1,201.100	$144,132.00			1201.10	$144,132.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	1201.10	$144,132.00
79	2503.603	6" PVC SANITARY SERVICE PIPE	L F	$63.50							1,122.400	$71,272.40			1122.40	$71,272.40							0.00	$0.00			0.00	$0.00	0.00	$0.00	1122.40	$71,272.40
80	2506.502	CASTING ASSEMBLY (SANITARY)	EACH	$905.00							0.000	$0.00			0.00	$0.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	0.00	$0.00
81	2506.502	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	$555.00							0.000	$0.00			0.00	$0.00							0.00	$0.00			0.00	$0.00	0.00	$0.00	0.00	$0.00
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	L F	$565.00							78.500	$44,352.50			78.50	$44,352.50							0.00	$0.00			0.00	$0.00	0.00	$0.00	78.50	$44,352.50
83		SANITARY SEWER TRACER SYSTEM	L S	$15,100.00							0.200	$3,020.00			0.20	$3,020.00							0.20	$3,020.00			0.20	$3,020.00	0.00	$0.00	0.40	$6,040.00
84	2104.502	REMOVE GATE VALVE AND BOX	EACH	$150.00					6.00	$900.00					6.00	$900.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	6.00	$900.00
85	2104.502	REMOVE HYDRANT	EACH	$740.00					3.00	$2,220.00					3.00	$2,220.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	3.00	$2,220.00
86	2104.503	REMOVE WATER MAIN	L F	$12.50					1,385.00	$17,312.50					1385.00	$17,312.50					0.00	$0.00					0.00	$0.00	0.00	$0.00	1385.00	$17,312.50
87	2504.601	TEMPORARY WATER SERVICE	L S	$10,000.00					0.00	$0.00					0.00	$0.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	0.00	$0.00
88	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$2,000.00					4.00	$8,000.00					4.00	$8,000.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	4.00	$8,000.00
89	2504.602	HYDRANT (8.5' BURY)	EACH	$6,800.00					3.00	$20,400.00					3.00	$20,400.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	3.00	$20,400.00
90	2504.602	HYDRANT (9' BURY)	EACH	$7,000.00					0.00	$0.00					0.00	$0.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	0.00	$0.00
91	2504.602	HYDRANT (9.5' BURY)	EACH	$7,210.00											0.00	$0.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	0.00	$0.00
92	2504.602	HYDRANT (10' BURY)	EACH	$7,365.00					0.00	$0.00					0.00	$0.00											0.00	$0.00	0.00	$0.00	0.00	$0.00
93	2504.602	ADJUST VALVE BOX	EACH	$235.00					8.00	$1,880.00					8.00	$1,880.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	8.00	$1,880.00
94	2504.602	1" CORPORATION STOP	EACH	$440.00					15.00	$6,600.00					15.00	$6,600.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	15.00	$6,600.00
95	2504.602	2" CORPORATION STOP	EACH	$885.00					26.00	$23,010.00					26.00	$23,010.00											0.00	$0.00	0.00	$0.00	26.00	$23,010.00
96	2504.602	6" GATE VALVE AND BOX	EACH	$2,690.00					5.00	$13,450.00					5.00	$13,450.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	5.00	$13,450.00
97	2504.602	8" GATE VALVE AND BOX	EACH	$3,550.00					11.00	$39,050.00					11.00	$39,050.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	11.00	$39,050.00
98	2504.602	10" GATE VALVE AND BOX	EACH	$5,090.00					4.00	$20,360.00					4.00	$20,360.00											0.00	$0.00	0.00	$0.00	4.00	$20,360.00

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.: 7 **Application Period:** **From** 03/23/24 **to** 04/30/24 **Application Date:** 04/30/24

					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		TOTAL PROJECT	
					Participating		Storm Sewer		Non-Participating						Total		Participating		Storm Sewer		Non-Participating						Total		Total			
									PFA Eligible Water		PFA Eligible Sewer		City Funds								PFA Eligible Water		PFA Eligible Sewer		City Funds							
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	Value	Quantity	Value	Quantity	Cost
99	2504.602	12" GATE VALVE AND BOX	EACH	$6,075.00					1.00	$6,075.00					1.00	$6,075.00											0.00	$0.00	0.00	$0.00	1.00	$6,075.00
100	2504.602	1" CURB STOP AND BOX	EACH	$455.00					13.00	$5,915.00					13.00	$5,915.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	13.00	$5,915.00
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					2,416.67	$128,083.25					2416.67	$128,083.25					0.00	$0.00					0.00	$0.00	0.00	$0.00	2416.67	$128,083.25
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	689.46	$60,672.13
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					127.00	$8,001.00					127.00	$8,001.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	127.00	$8,001.00
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	0.00	$0.00	1322.20	$97,842.80
107	2504.603	10" PVC WATERMAIN	L F	$89.00					430.00	$38,270.00					430.00	$38,270.00											0.00	$0.00	0.00	$0.00	430.00	$38,270.00
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					1,985.00	$37,715.00					1985.00	$37,715.00					0.00	$0.00					0.00	$0.00	0.00	$0.00	1985.00	$37,715.00
110		VALVE BOX TOP SECTION & CAP	EACH	$240.00					20.76	$4,982.40					20.76	$4,982.40					0.00	$0.00					0.00	$0.00	0.00	$0.00	20.76	$4,982.40
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	0.00	$0.00	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	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	0.00	$0.00	8.00	$4,480.00
114	2104.503	REMOVE SEWER PIPE (STORM)	L F	$17.45			1,433.41	$25,013.00	155.43	$2,712.25	138.16	$2,410.89			1727.00	$30,136.15			0.00	$0.00	0.00	$0.00	0.00	$0.00			0.00	$0.00	0.00	$0.00	1727.00	$30,136.15
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	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	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	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	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	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	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	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	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	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	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	0.00	$0.00	54.70	$19,801.40
126	2104.502	REMOVE SERVICE CABINET	EA	$1,410.00									1.000	$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	E A	$5,530.00									22.000	$121,660.00	22.00	$121,660.00											0.00	$0.00	0.00	$0.00	22.00	$121,660.00
128	2545.502	LIGHTING UNIT TYPE SPECIAL 2-ORNAMENTAL DOUBLE ACORN L	E A	$8,545.00									12.000	$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-COBRAHEAD OVERHEAD LIGHT	EA	$3,640.00									0.000	$0.00	0.00	$0.00											0.00	$0.00	0.00	$0.00	0.00	$0.00
130	2545.602	GFCI DUPLEX RECEPTACLE PEDESTAL	E A	$1,285.00									6.000	$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 - 2.5" CAL B&B	E A	$1,235.00									16.000	$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	E A	$4,100.00									6.000	$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)	C Y	$330.00									60.000	$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									0.000	$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									0.000	$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									364.600	$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									2,216.200	$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									190.000	$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									280.000	$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									4.000	$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									36.000	$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/C#6 AWG	LF	$1.55									4,158.400	$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/C#4 AWG	LF	$2.05									6,149.800	$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/C#10 AWG	LF	$0.90									630.000	$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									1.000	$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									1.000	$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	$0.00
148	2574.507	LOAM TOPSOIL BORROW (PLANTINGS)	CY	$100.00									0.000	$0.00	0.00	$0.00													0.00	$0.00	0.00	$0.00
149	2571.502	PERENNIAL NO. 1 CONTAINER	EA	$63.00									0.000	$0.00	0.00	$0.00													0.00	$0.00	0.00	$0.00
150	2401.602	CAST STONE ASSEMBLY	EA	$2,450.00									0.000	$0.00	0.00	$0.00													0.00	$0.00	0.00	$0.00
151	2540.602	BOLLARD	EA	$2,075.00									6.000	$12,450.00	6.00	$12,450.00													0.00	$0.00	6.00	$12,450.00
152	2503.603	12" RC PIPE SEWER DESIGN 3006 CLASS V	L F	$70.25			375.99	$26,413.30	40.77	$2,864.09	36.24	$2,545.86			453.00	$31,823.25			0.00	$0.00	0.00	$0.00	0.00	$0.00			0.00	$0.00	0.00	$0.00	453.00	$31,823.25
153	2503.603	15" RC PIPE SEWER DESIGN 3006 CLASS V	L F	$81.10			139.44	$11,308.58	15.12	$1,226.23	13.44	$1,089.98			168.00	$13,624.80			0.00	$0.00	0.00	$0.00	0.00	$0.00			0.00	$0.00	0.00	$0.00	168.00	$13,624.80
154	2503.603	18" RC PIPE SEWER DESIGN 3006 CLASS III	L F	$85.65			340.30	$29,146.70	36.90	$3,160.49	32.80	$2,809.32			410.00	$35,116.50			0.00	$0.00	0.00	$0.00	0.00	$0.00			0.00	$0.00	0.00	$0.00	410.00	$35,116.50
155	2503.603	24" RC PIPE SEWER DESIGN 3006 CLASS III	L F	$101.20			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
SM		STORED MATERIALS				$119,158.81				$42,518.17						$161,676.98												$0.00		$0.00		$161,676.98
CO1-1		ADDITIONAL SIGNAGE FOR PARKING AND BUSINESS ACCESS	LS	$1,400.00																									1.00	$1,400.00	1.00	$1,400.00
CO2-1		BRIDGE/MAIN STREET INTERSECTION 21" PIPE	LS	$9,775.49																									1.00	$9,775.49	1.00	$9,775.49
		TOTALS				**$611,635.49**		**$174,542.60**		**$867,279.56**		**$732,230.88**		**$489,165.51**		**$2,874,854.03**		**$10,607.97**		**$1,723.00**		**$19,406.95**		**$16,911.96**		**$8,614.98**		**$57,264.85**		**$20,443.14**		**$2,952,562.02**
																0.000												0				

			Non-PFA Eligible		PFA Eligible		Total
			MnDOT LRIP Eligible	City of Wabasha	Water	Sewer	
Participating		Total Work Completed	$622,243.46				$622,243.46
	Retainage	5.0%	$31,112.17				$31,112.17
		Eligible Amount	$591,131.29				$591,131.29
		Previous Payments	$558,605.80				$558,605.80
		Total Amount Due	**$32,525.49**				**$32,525.49**
Storm Sewer		Total Work Completed	$176,265.60				$176,265.60
	Retainage	5.0%	$8,813.28				$8,813.28
		Eligible Amount	$167,452.32				$167,452.32
		Previous Payments	$153,083.65				$153,083.65
		Total Amount Due	**$14,368.67**				**$14,368.67**
Non-Participating		Total Work Completed		$518,223.62	$886,686.51	$749,142.88	$2,154,053.00
	Retainage	5.0%		$25,911.18	$44,334.33	$37,457.14	$107,702.65
		Eligible Amount		$492,312.43	$842,352.18	$711,685.73	$2,046,350.35
		Previous Payments		$482,168.86	$732,148.56	$491,389.56	$1,705,706.98
		Total Amount Due		**$10,143.57**	**$110,203.62**	**$220,296.17**	**$340,643.37**
Totals		Total Work Completed	$798,509.06	$518,223.62	$886,686.51	$749,142.88	$2,952,562.06
	Retainage	5.0%	$39,925.45	$25,911.18	$44,334.33	$37,457.14	$147,628.10
		Eligible Amount	$758,583.61	$492,312.43	$842,352.18	$711,685.73	$2,804,933.95
		Previous Payments	$711,689.45	$482,168.86	$732,148.56	$491,389.56	$2,417,396.43
		Total Amount Due	**$46,894.16**	**$10,143.57**	**$110,203.62**	**$220,296.17**	**$387,537.52**

*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 **8. 11.**

Meeting Date: 05/07/2024

ITEM TITLE: Slicks Addition Minor Plat

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

See Attached staff memo

Attachments

Staff Memo

TO: CITY COUNCIL

FROM: KRISTI TRISKO, PLANNING CONSULTANT

SUBJECT: SLICKS ADDITION MINOR PLAT

DATE: 4/30/24

Meeting Date: May 7, 2024
Applicant: Richard and Mary Jo Carrels
Agent: Johnson & Scofield Inc. Land Surveyors
Request: Final Plat



Details: Mr. and Mrs. Carrels have submitted a minor plat to expand their home parcel (Parcel ID: R27.00099.03) located at 4105 Buregger Valley Road from 5.90 acres to approximately 7.0 acres so that their home will include their shed and driveway on the same lot.

They are requesting to increase their lot by 113.86 feet along the southern end of Bruegger Valley Road and 166.73 feet north on Bruegger Valley Road. The northern property owners are Bruegger Valley LLC and the southern property owner is William Danckwart. Both surrounding lots are over 70 acres in size and meet the minimum lot standards within the Residential Conservancy (RC) zoning district.

The proposed expanded lot meets all the standards within the Residential Conservancy (RC) zoning district. No additional structures are planned for this property and no roads or utilities will be constructed with this minor plat. The current parcel will continue to have access to Brugger Valley Road (Wabasha County Road #30) as shown on the plat.

Included Exhibits: I have included the Final Plat and Final Plat with an aerial for your review.

City Engineer's Notes: Mr. Malm had no comments.

Street and Utility Commission Comments: Mr. Mueller has no comments or concerns as no public or private utilities are being constructed for this plat. Mr. Johnson has no comments or concerns as no public roadways are being constructed for this plat.

Emergency Responders: No comments or concerns were raised by Wabasha Ambulance, fire, or police.

City Planner's Notes: The proposed expanded lot meets the standards within the RC Zone and has no concerns or comments about this minor plat.

Planning Recommendation: I find that the proposed Slicks Addition Plat is compliant with City requirements and after review by the City Council, would recommend that this minor plat be approved. Once approved, the plat must be recorded with Wabasha County and the applicant shall provide a recorded copy to the City of Wabasha.

SLICKS ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Richard D. Carrels and Mary Jo Carrels, husband and wife, fee owners of the following described property:

That part of the North Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office, being the point of beginning of the land to be described; thence South 45 degrees 53 minutes 57 seconds East, to the South line of the North Half of the Southeast Quarter of said Section 36; thence westerly, along said south line, to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence northeasterly, along said southeasterly right of way boundary line, to the point of beginning.

That Bruegger Valley, LLC, a Minnesota Limited Liability Company, fee owner of the following described property:

That part of the North Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office, being the point of beginning of the land to be described; thence South 45 degrees 53 minutes 57 seconds East, a distance of 729.39 feet to the South line of the North Half of the Southeast Quarter of said Section 36; thence North 37 degrees 30 minutes 44 seconds West, a distance of 728.43 feet to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence southwesterly, along said southeasterly right of way boundary line, to the point of beginning.

That William C. Danckwart, fee owner of the following described property:

That part of the South Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office; thence South 45 degrees 53 minutes 57 seconds East, a distance of 729.39 feet to the South line of the North Half of the Southeast Quarter of said Section 36, being the point of beginning of the land to be described; thence South 84 degrees 37 minutes 32 seconds West, a distance of 794.49 feet; thence North 89 degrees 24 minutes 30 seconds West, a distance of 295.67 feet to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence northeasterly, along said southeasterly right of way boundary line, to said south line of the North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 1007.47 feet to the point of beginning.

Have caused the same to be surveyed and platted as SLICKS ADDITION.

In witness whereof said Richard D. Carrels and Mary Jo Carrels, Husband and wife, have hereunto set their hands this ___ day of _____, 2024.

_____ _____
Richard D. Carrels Mary Jo Carrels

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____day of _____, 2024, by Richard D. Carrels and Mary Jo Carrels.

Notary signature:_____

Print Notary's name_____

Notary Public, _____County, _____

My commission expires_____

In witness whereof said William C. Danckwart has hereunto set his hand this ___ day of _____, 2024.

_____
William C Dankwart

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____day of _____, 2024, by William C. Dankwart.

Notary signature:_____

Print Notary's name_____

Notary Public, _____County, _____

My commission expires_____

In witness whereof said Bruegger Valley, LLC, a Minnesota limited liability company has s caused these presents to be signed by it's proper officer this___ day of _____, 2024.

_____
Chief Manager, Bruegger Valley LLC.

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____day of _____, 2024, by_____ Chief Manager, Bruegger Valley, LLC, a Minnesota limited liability company.

Notary signature:_____

Print Notary's name_____

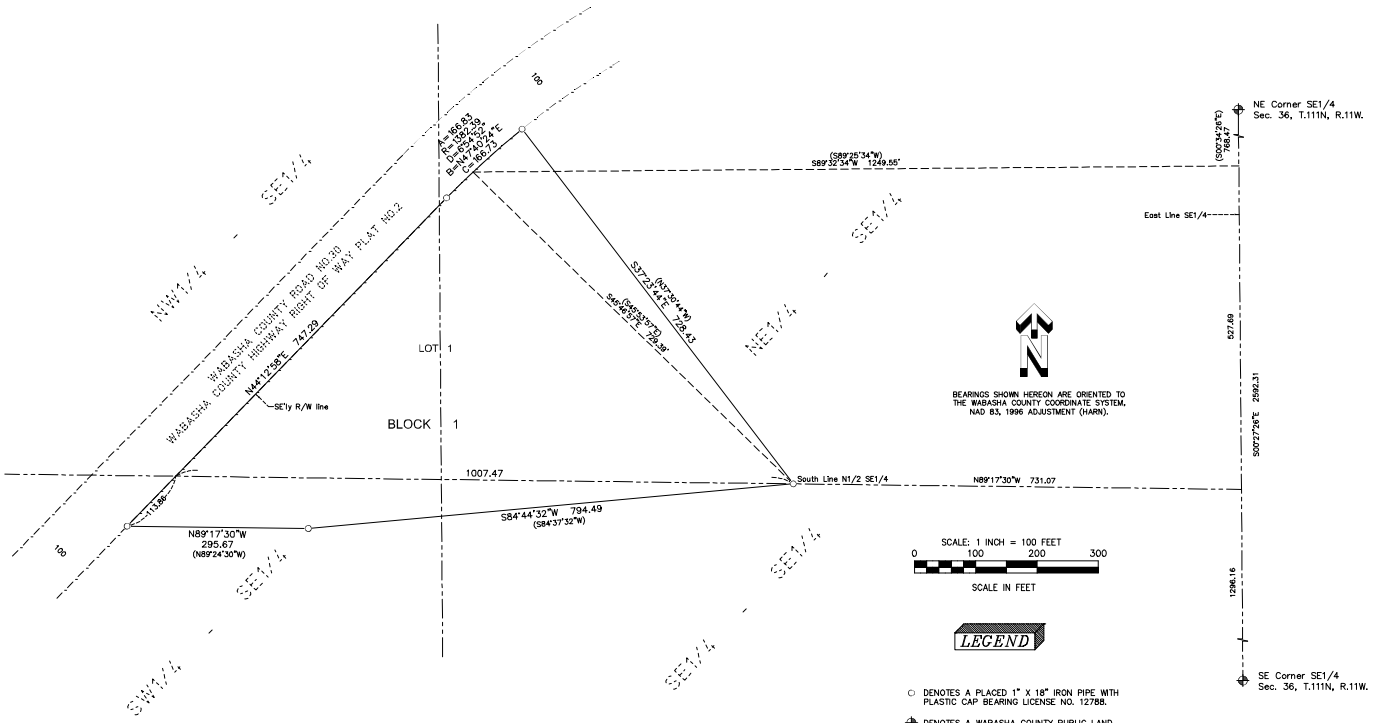
Notary Public, _____County, _____

My commission expires_____

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, that this plat has been reviewed and approved in accordance with Wabasha County Ordinance No. 7, and that this plat has been mathematically checked by a Land Surveyor not affiliated with the County Surveyor, this _____ day of _____, 2024

_____
Marcus S. Johnson, Wabasha County Surveyor
Minnesota License No. 47460



CITY COUNCIL, CITY OF WABASHA, MINNESOTA

This plat of SLICKS ADDITION was approved and accepted by the City Council of the City of Wabasha, Minnesota at a regular meeting thereof held this_____ day of _____, 2024, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Wabasha, Minnesota.

_____ _____
Mayor Clerk

COUNTY AUDITOR/TREASURER, WABASHA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land herein before described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2024.

_____
Wabasha County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WABASHA, STATE OF MINNESOTA

I hereby certify that this plat of SLICKS ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 2024, at ___o'clock ___M. and was duly filed as Document No._____.

_____
Wabasha County Recorder

LEGEND

○ DENOTES A PLACED 1" X 18" IRON PIPE WITH PLASTIC CAP BEARING LICENSE NO. 12788.

⊕ DENOTES A WABASHA COUNTY PUBLIC LAND SURVEY CORNER POSITION.

(S84°37'32"W) DENOTES A BEARING PER RECORD DEED OR BASED ON RECORD DEED BEARING ASSUMPTION.

SURVEYOR

I, David A. Johnson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2024.

_____
David A Johnson, Licensed Land Surveyor
Minnesota License Number 12788

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____day of _____, 2024, by_____ David A. Johnson, Land Surveyor.

Notary signature:_____

Print Notary's name_____

Notary Public, _____County, _____

My commission expires_____

JOHNSON & SCOFIELD INC.
LAND SURVEYORS
626 JEFFERSON AVENUE
WABASHA-MN 55981 (651) 565-3244

SLICKS ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Richard D. Correls and Mary Jo Correls, husband and wife, fee owners of the following described property:

That part of the North Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office, being the point of beginning of the land to be described; thence South 45 degrees 53 minutes 57 seconds East, to the South line of the North Half of the Southeast Quarter of said Section 36; thence westerly, along said south line, to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence northeasterly, along said southeasterly right of way boundary line, to the point of beginning.

That Bruegger Valley, LLC, a Minnesota Limited Liability Company, fee owner of the following described property:

That part of the North Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office, being the point of beginning of the land to be described; thence South 45 degrees 53 minutes 57 seconds East, a distance of 729.39 feet to the South line of the North Half of the Southeast Quarter of said Section 36; thence North 37 degrees 30 minutes 44 seconds West, a distance of 725.43 feet to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence southwesterly, along said southeasterly right of way boundary line, to the point of beginning.

That William C. Danckwart, fee owner of the following described property:

That part of the South Half of the Southeast Quarter of Section 36, Township 111 North Range 11 West, Wabasha County, Minnesota, described as follows:
Commencing at the east quarter corner of said Section 36, thence on an assumed bearing of South 00 degrees 34 minutes 26 seconds East, along the east line of the Southeast Quarter of said Section 36, a distance of 768.47; thence South 89 degrees 25 minutes 34 seconds West, a distance of 1249.55 feet to the southeasterly highway right of way boundary line of County Road Number 30, as platted and designated in WABASHA COUNTY RIGHT OF WAY PLAT NUMBER 2, according to the plat thereof filed in the Wabasha County Recorder's Office; thence South 45 degrees 53 minutes 57 seconds East, a distance of 729.39 feet to the South line of the North Half of the Southeast Quarter of said Section 36, being the point of beginning of the land to be described; thence South 84 degrees 37 minutes 32 seconds West, a distance of 794.49 feet; thence North 89 degrees 24 minutes 30 seconds West, a distance of 295.67 feet to the southeasterly right of way boundary line of County Road Number 30, as platted and designated in said WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 2; thence northeasterly, along said southeasterly right of way boundary line, to said south line of the North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 1007.47 feet to the point of beginning.

Have caused the same to be surveyed and platted as SLICKS ADDITION.

In witness whereof said Richard D. Correls and Mary Jo Correls, husband and wife, have hereunto set their hands this ____ day of _____, 2024.

Richard D. Correls Mary Jo Correls

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024, by Richard D. Correls and Mary Jo Correls.

Notary signature:_____

Print Notary's name_____

Notary Public, _____ County, _____

My commission expires_____

In witness whereof said William C. Danckwart has hereunto set his hand this ____ day of _____, 2024.

William C Danckwart

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024, by William C. Dankwart.

Notary signature:_____

Print Notary's name_____

Notary Public, _____ County, _____

My commission expires_____

In witness whereof said Bruegger Valley, LLC, a Minnesota limited liability company has caused these presents to be signed by it's proper officer this ____ day of _____, 2024.

Chief Manager, Bruegger Valley LLC:

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024, by_____, Chief Manager, Bruegger Valley, LLC, a Minnesota limited liability company.

Notary signature:_____

Print Notary's name_____

Notary Public, _____ County, _____

My commission expires_____

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, that this plat has been reviewed and approved in accordance with Wabasha County Ordinance No. 7; and that this plat has been mathematically checked by a Land Surveyor not affiliated with the County Surveyor, this _____ day of _____, 2024.

Marcus S. Johnson, Wabasha County Surveyor
Minnesota License No. 47460

CITY COUNCIL, CITY OF WABASHA, MINNESOTA

This plat of SLICKS ADDITION was approved and accepted by the City Council of the City of Wabasha, Minnesota, at a regular meeting thereof held this ____ day of _____, 2024, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Wabasha, Minnesota

_____ _____
Mayor Clerk

COUNTY AUDITOR/TREASURER, WABASHA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land herein before described have been paid, also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2024.

Wabasha County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WABASHA, STATE OF MINNESOTA

I hereby certify that this plat of SLICKS ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 2024, at ____o'clock ____M. and was duly filed as Document No._____

Wabasha County Recorder



SURVEYOR

I, David A Johnson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2024.

David A Johnson, Licensed Land Surveyor
Minnesota License Number 12789

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024, by_____, David A. Johnson, Land Surveyor.

Notary signature:_____

Print Notary's name_____

Notary Public, _____ County, _____

My commission expires_____

JOHNSON & SCOFIELD INC.
LAND SURVEYORS
626 JEFFERSON AVENUE
WABASHA, MN 55981 (651) 565-3244

City Council Regular **8. 12.**

Meeting Date: 05/07/2024

ITEM TITLE: Appoint Jeff Sulla and Brian Wodele to Ad-Hoc Personnel Committee for Police Negotiations

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

City Administrator is charged with police negotiations, with support from City Clerk Wendy Busch. Last time, Brian Wodele and Jeff Sulla also attended negotiation meetings to provide perspective on budget impact from Council standpoint. Gregerson has received union negotiation notice and the union is requesting negotiations early for budget planning purposes. City Administrator will engage David Drown Associates to provide market data for police officers for surrounding communities.

City Council Regular **9. 1.**

Meeting Date: 05/07/2024

ITEM TITLE: 2024 Street Improvements Hearing and adopt 19-2024 Resolution Ordering Improvement and Preparation of Plans

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

A public hearing to review the proposed street improvement project for 2024.

Street	From	To
Market Street	Alleghany Avenue	3rd Street East
Franklin Avenue	Market Street	2nd Street East
Jefferson Avenue	Market Street	3rd Street East

by bituminous mill and overlay, replacement of bituminous curb, spot repair of concrete curb & gutter, valve adjustments, casting adjustments and related infrastructure.
The area proposed to be assessed for such improvement includes the property adjacent to the streets described above. The estimated cost of the improvement is $ 329,810. A reasonable estimate of the impact of the assessment will be available at the hearing.

After the public hearing is closed, a resolution for adoption has been attached for review.

Attachments

Resolution

Council PER Presentation-2024 Street Imp

Resolution No. 19-2024
Resolution Ordering Improvement and Preparation of Plans
2024 STREET IMPROVEMENT PROJECT

WHEREAS, a resolution of the city council adopted the 2nd day of April 2024, fixed a date for a council hearing on the 2024 Street Improvement Project of:

- Market Street West – Between Alleghany Avenue and 3rd Street East
- Franklin Avenue – Between Market Street West and 2nd Street East
- Jefferson Avenue – Between Market Street West and 3rd Street East; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 7th day of May 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted the 2nd day of April, 2024.

3. Such improvement has no relationship to the municipal comprehensive plan.

4. Bolton & Menk is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

5. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Adopted by the council this 7th day of May, 2024.

_____
Emily Durand, Mayor

_____
Wendy Busch, Clerk

BOLTON & MENK

Real People. Real Solutions.

Improvement Hearing
Feasibility Report
2024 Street Improvement Project

May 11, 2017

May 7, 2024

CITY OF WABASHA

Project Location Map

2024 STREET IMPROVEMENTS
CITY OF WABASHA, MINNESOTA

FIGURE 1: PROJECT LOCATION
FEBRUARY 2024

BOLTON & MENK



Pavement Ratings

- PASER Method
- 1-10 Scale – 10 New, 1 Failed
- Typical Treatments
  - 7-10 – Crack and Chip Seal
  - 4-6 – Mill and Overlay
  - 1-3 - Reconstruction

Pavement Ratings

2024 STREET IMPROVEMENTS
CITY OF WABASHA, MINNESOTA

FIGURE 2: STREET RATINGS
FEBRUARY 2024

BOLTON & MENK



Pavement Ratings

- All pavements in the project area fall within the mill and overlay or reconstruction category

Existing Conditions – Streets



Market St mid-block between Pembroke & Bailey looking east

Existing Conditions – Streets



4th Grant BLVD intersection looking west

Existing Conditions – Streets



Market St & Franklin Ave intersection looking east

Existing Conditions – Streets



Franklin Ave mid-block looking south

Asphalt Curb

Existing Conditions – Storm Sewer

- Storm Sewer
  - Drainage system consists of mostly surface drainage along curb lines, flows to storm sewer or adjacent streets

Existing Conditions – Sanitary Sewer

- Sanitary sewer pipe
  - Vitrified clay pipe (VCP)
  - 47 years old
  - Min previously CIPP lined
  - Services are likely clay or cast iron and have not been CIPP lined

Existing Conditions – Water Main

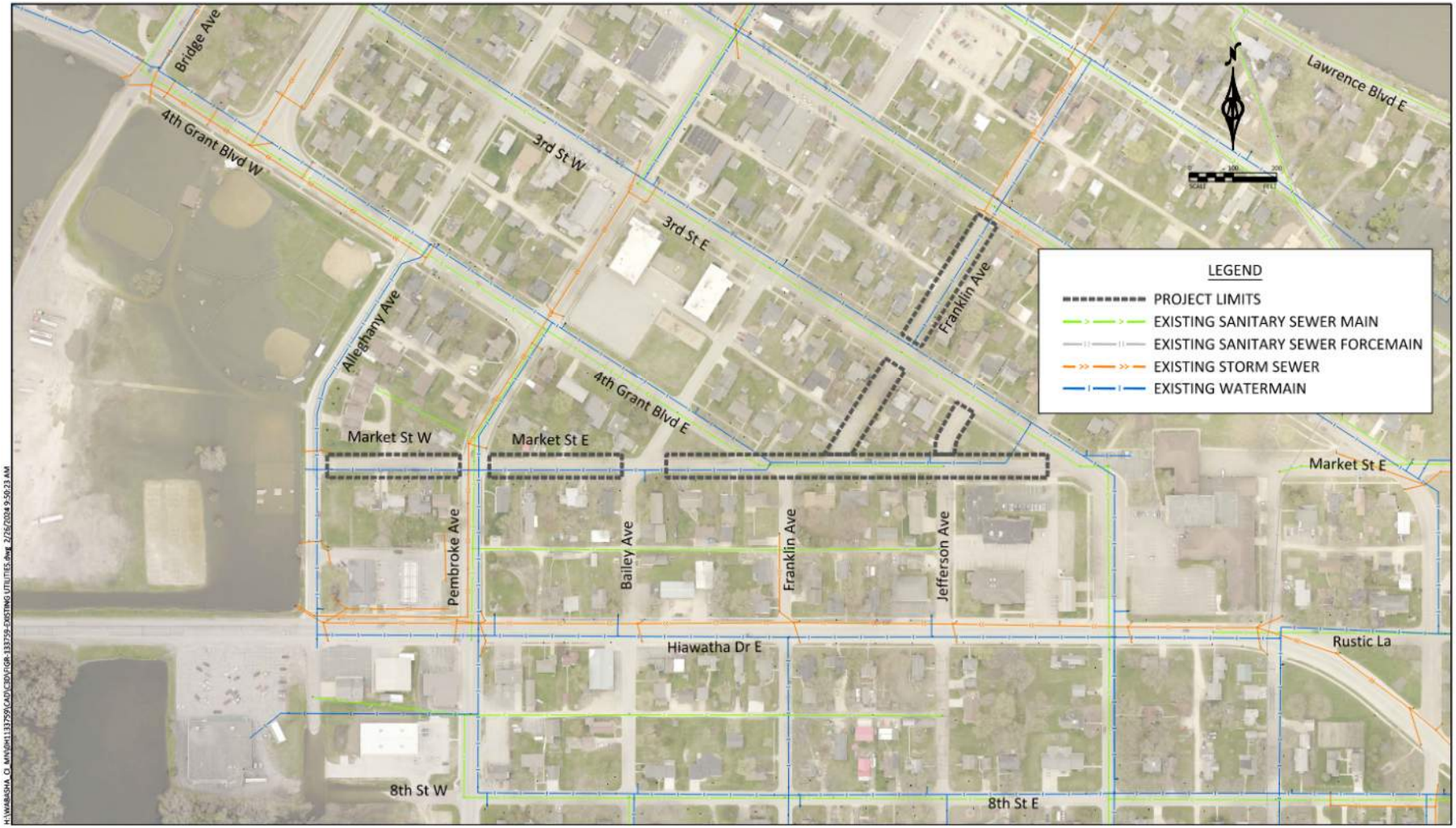
- Water main
  - Cast iron pipe (possibly some ductile iron), 6-8 inch diameter
  - Age ranges from 50-75 years old
  - Outlived useful life
  - Few watermain break issues to date in project area

Existing Conditions – Utility Location Map

2024 STREET IMPROVEMENTS
CITY OF WABASHA, MINNESOTA

FIGURE 3: EXISTING UTILITIES
FEBRUARY 2024

BOLTON & MENK



Proposed Project

- Mill and Overlay
  - Mill and pave new 2-inch thick asphalt surface
  - New bituminous curb (where it currently exists)
- Other Work
  - Spot pavement repairs, full depth patch
  - Spot repair of concrete curb (as needed, where it currently exists)

Proposed Project

- Expected Life
  - Mill and Overlay – 10-15 years, possibly 20-25 with proper maintenance and stable underlying base.
  - Reflective cracking WILL OCCUR on mill and overlay sections. This is normal and should be expected within 1-2 years. Should be sealed as has been done in past practice.

Proposed Project

- Storm Drainage
  - No storm sewer pipe improvements
  - Manhole casting adjustments only
  - “Bird baths” can NOT be solved with a mill and overlay project, since grades are note being changes. Some improvements will be seen due to improved cross slope.

Proposed Project

- Sanitary Sewer
  - No sanitary sewer pipe improvements
  - New watertight castings will be installed

Proposed Project

- Watermain
  - No watermain improvements included in project, aside from valve adjustments.
  - If watermain improvements were included, project would become a full reconstruct.
  - At end of expected pavement life, watermain will be approaching 70-100 years old. Future watermain repairs, involving cutting into pavement, should be expected during pavement life.

Estimated Project Cost

	Total Project Cost
Estimated Construction Cost	$263,808
Estimated Engineering, Administration and Legal	$66,000
Total Estimated Project Cost	**$329,808**

Assessments

- City's Local Improvement Policy
- Project is a Class E improvement
- Street improvements assessed to benefitting properties on per unit basis
  - 20% of project costs
- Benefitting properties are those abutting the improvement
- Assessable units are calculated using Equivalent Residential Units (ERU)

Assessments

- Single Family Residential Lot = 1 ERU
- Multi-family and non-residential properties are adjusted based on a formula in the policy
- Preliminary estimates for ERU's – 40
- Estimated assessments:
  - $329,808 x 20% = $65,962 divided by 40
  - $1,649.04 per ERU
  - Individual Assessment Range - $1,649.04 - $3,298.09
  - Average Assessment - $1,702.24
  - Similar to past projects in 2014, 2016, and 2019
- Properties assessed as a part of 2013 and 2019 projects would receive $0 assessment

Project Schedule

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 Resolution Adopting Final Assessment Roll, Awarding Contract	08/06/2024
Begin Construction	Summer 2024
End Construction	Fall 2024

Conclusion and Recommendation

- Proposed improvements are necessary, cost-effective, and feasible
- Feasibility is contingent on City Council findings with respect to financing
- Recommend City Council accept this report, call for a hearing on the proposed improvements

Improvement Hearing
Feasibility Report
2024 Street Improvement Project
May 7, 2024

Questions?

City Council Regular **9. 2.**

Meeting Date: 05/07/2024

ITEM TITLE: Street Vacation for a portion of Aire Ave

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

See attached staff report.

Attachments

Staff Memo

TO: CITY COUNCIL

FROM: KRISTI TRISKO, PLANNING CONSULTANT

SUBJECT: AIRE AVENUE – PARTIAL STREET VACATION

DATE: 4/17/24

Applicant: Bigelow Homes, LLC
Owner: SE MN MULTI-COUNTY HRA
Location: Approximately 1145 21st Street East, R27.01476.00

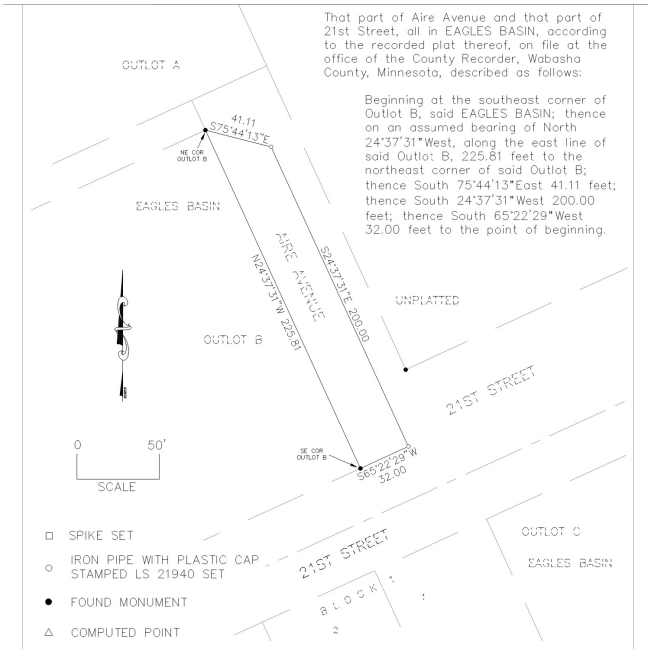
An application to vacate a portion of Aire Avenue to construct a private driveway from 21st Street has been submitted by Bigelow Homes, LLC to access and develop 12 townhomes on the eastern end of Eagles Basin.



Vacation Legal Description:

That part of Aire Avenue and that part of 21st Street, all in EAGLES BASIN, according to the recorded plat thereof, on file at the office of the County Recorder, Wabasha County, Minnesota, legally described as follows:

Beginning at the southeast corner of Outlot B, said EAGLES BASIN; thence on an assumed bearing of North 24°37’31” West, along the east line of said Outlot B, 225.81 feet to the northeast corner of said Outlot B; thence South 75°44’13” East 41.11 feet; thence South 24°37’31” West 200.00 feet; thence South 65°22’29” West 32.00 feet to the point of beginning.



Development Access: 32 feet of Aire Avenue right-of-way is proposed to be vacated to accommodate a private driveway for 12 townhomes while leaving enough public R.O.W. to accommodate the existing trail and the radio tower property.

Street and Utility Commission Review: The Utility Commission met on April 1, 2024 and had no comments concerning the partial vacation of Aire Avenue. The Street Commission met on April 2, 2024 and no comments concerning the partial vacation of Aire Avenue.

Emergency Departments - Wabasha Ambulance - Ryan Marking, no concerns; and
Wabasha Police Department – Joe Stark, no concerns; and
Wabasha Fire Department – Darren Sheeley – no concerns

Staff Recommendation:

Following the public hearing to vacate a portion of Aire Avenue, staff recommends that City Council review the submitted Aire Avenue Street Vacation and drafted resolution and make a determination to approve or deny the partial vacation of Aire Avenue as submitted.

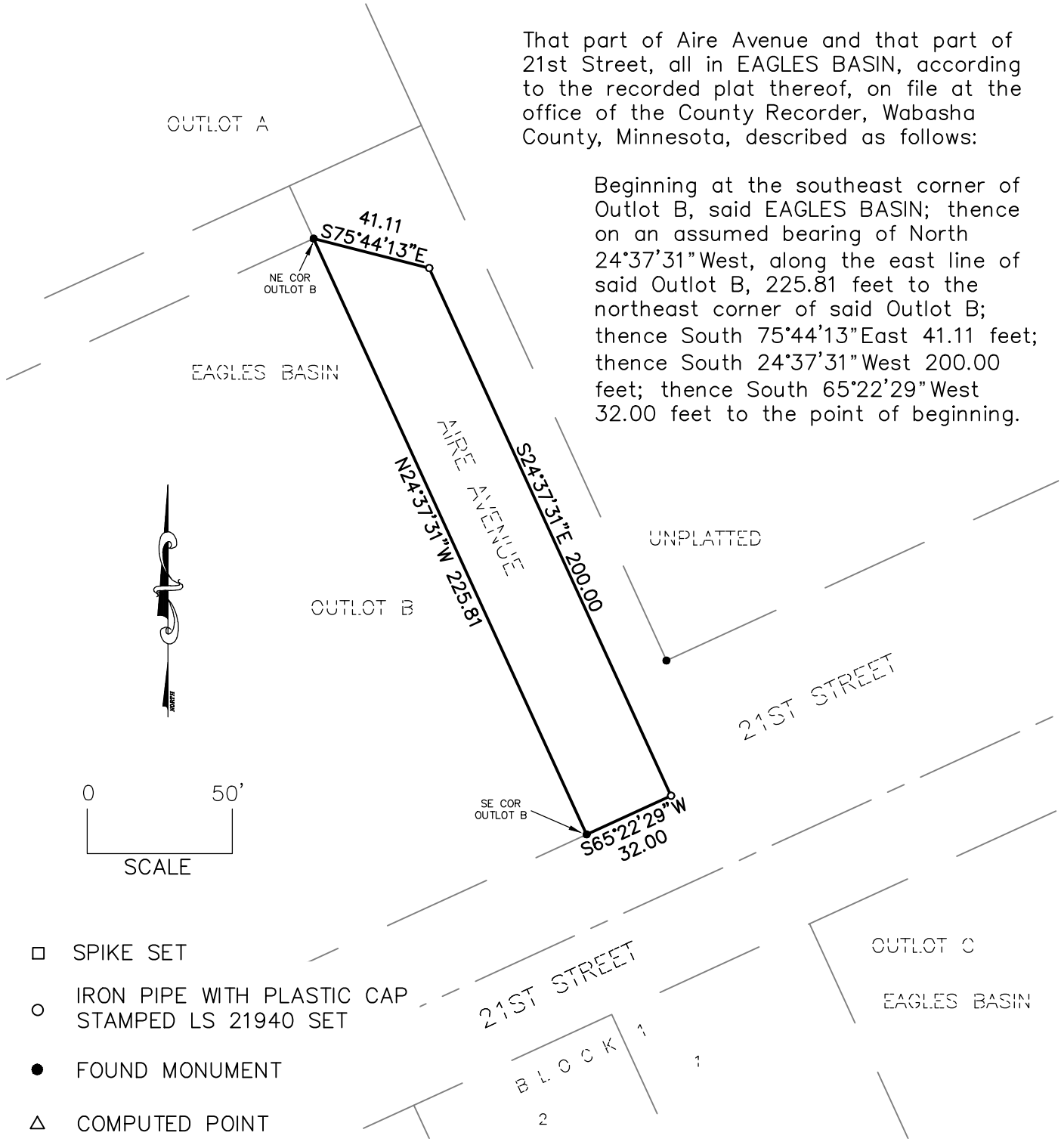
Attachments: Avenue Partial Street Vacation and draft resolution

VACATION EXHIBIT

SECTION 4
T. 110 N., R. 10 W.

That part of Aire Avenue and that part of 21st Street, all in EAGLES BASIN, according to the recorded plat thereof, on file at the office of the County Recorder, Wabasha County, Minnesota, described as follows:

Beginning at the southeast corner of Outlot B, said EAGLES BASIN; thence on an assumed bearing of North 24°37'31" West, along the east line of said Outlot B, 225.81 feet to the northeast corner of said Outlot B; thence South 75°44'13" East 41.11 feet; thence South 24°37'31" West 200.00 feet; thence South 65°22'29" West 32.00 feet to the point of beginning.



□ SPIKE SET

○ IRON PIPE WITH PLASTIC CAP STAMPED LS 21940 SET

● FOUND MONUMENT

△ COMPUTED POINT

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

Geoffrey G Griffin

DATE 2/8/2024 REG. NO. 21940

G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DATE OF SURVEY: 2-8-2024

Prepared For:
BIGELOW HOMES LLC
4057 28TH STREET NW
ROCHESTER, MN 55901

SHEET 1 OF 1 | FILE NO: 23-229

RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF AIRE AVENUE

WHEREAS, the City Council is interested in vacating, pursuant to Minnesota Statute § 412.851, portions of the following streets:

- That part of Aire Avenue and that part of 21st Street, all in EAGLES BASIN, according to the recorded plat thereof, on file at the office of the County Recorder, Wabasha County, Minnesota, legally described as follows:

  Beginning at the southeast corner of Outlot B, said EAGLES BASIN; thence on an assumed bearing of North 24°37'31" West, along the east line of said Outlot B, 225.81 feet to the northeast corner of said Outlot B; thence South 75°44'13" East 41.11 feet; thence South 24°37'31" West 200.00 feet; thence South 65°22'29" West 32.00 feet to the point of beginning.

WHEREAS, a public hearing to consider the vacation of such street was held on the 7th day of May, 2024, before the City Council in the City Hall located at 900 Hiawatha Drive East, Wabasha, MN, at 6:00 PM after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 23rd day of April, 2024 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

1. Notice of the vacation was duly provided to the affected property owner(s).
2. The person(s) identified as receiving the notice of vacation are identified on an Affidavit of Mailing Public Notice signed by the City Clerk.
3. The vacation will benefit the public in that the City will no longer have to bear the expense of maintaining the vacated portions of the public streets.
4. The vacation will benefit the public in that the vacation will allow for the use of the vacated portion of public streets for the newly constructed townhome community that will increase the tax base for the City of Wabasha.

and

WHEREAS, four-fifths of all members of the City Council concur in this resolution;

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

That the portion of the streets described as follows are hereby vacated:

- That part of Aire Avenue and that part of 21st Street, all in EAGLES BASIN, according to the recorded plat thereof, on file at the office of the County Recorder, Wabasha County, Minnesota, legally described as follows:

  Beginning at the southeast corner of Outlot B, said EAGLES BASIN; thence on an assumed bearing of North 24°37'31" West, along the east line of said Outlot B, 225.81 feet to the northeast corner of said Outlot B; thence South 75°44'13" East 41.11 feet; thence South 24°37'31" West 200.00 feet; thence South 65°22'29" West 32.00 feet to the point of beginning.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

Passed by the City Council of Wabasha, Minnesota this _____ day of May, 2024.

_____
Mayor

Attested:

_____
City Clerk

City Council Regular **10. 1.**

Meeting Date: 05/07/2024

ITEM TITLE: Eagle Basin Townhome PUD/Plat/Development Agreement

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

An application for an amendment for Outlot B within Eagles Basin PUD has been submitted by Bigelow Homes LLC. Please see the attached staff memo and draft development agreement from City Planner Kristi Trisko.

Attachments

Staff Memo Eagles Basin Townhome PUD

Eagles Basin Draft DA

TO: CITY COUNCIL

FROM: KRISTI TRISKO, PLANNING CONSULTANT

SUBJECT: EAGLES BASIN TOWNHOMES – 13 LOTS, 12 TOWNHOMES AND 1 SHARED LOT

DATE: 4/25/24

Applicant: Bigelow Homes, LLC
Owner: SE MN MULTI-COUNTY HRA
Location: Approximately 1145 21st Street East, R27.01476.00

An application for an amendment for Outlot B within the Eagles Basin PUD has been submitted by Bigelow Homes, LLC to develop 12 townhomes with one (1) shared common open space lot on the eastern end of Eagles Basin.



Details of the Preliminary Plan:

Property Acreage: 1.82 acres or 79,282 square feet
Units per Acre: 6.6
Open Space: 49,990 Sq. Ft. or (59.3%), 50% required
Common Space: 32,662 (41.2%), 25% required
Parking Stalls: 2 spaces per garage per unit
Townhomes: 1,559 square feet per unit (see attached plans)
Garage, patio, and porch planned for each unit.
Building Height – approximately 25', per the R-2 standards
Zoning: **PUD**, Recorded Declaration of Restrictive Covenants for Eagles Basin Addition, recorded 11/19/2013 specified that Outlot B was to develop as "twinhomes as allowed by City ordinance".
Land Use: Low Density Residential
Setbacks: Front yard setbacks along 21st Street is 31.99 feet. 20 feet for townhomes along the private roadway. 30' between townhomes and over 25 feet for rear yards. (See attached concept layout)
Applicant Request: To allow for the development of 12 townhome units on Outlot B with a 20-foot-wide private road connecting to Aire Avenue/21st Street East.
Bike Path: The existing bike path will remain along with access to the water tower from Aire Avenue.
Utilities: All public facilities will be constructed per City Standards and are detailed in the Preliminary PUD and have been reviewed by Brian Malm, City Engineer.
Emergency Turnaround: 60' hammerhead turnaround at the end of the private street

Property Access: Aire Avenue right-of-way is proposed to be partially vacated leaving enough R.O.W. to accommodate the existing trail and allow access to the radio tower property as well as accommodate a private access to the 12 townhomes.

Planning Comments: Review of Section 162.071 of the Zoning Ordinance

Purpose- the Preliminary PUD Plan will add townhomes to the PUD development thereby, adding variety in type or residential units for Eagles Basin, does improve the efficiency of infrastructure by increasing the units per acre to 6.6, and does integrate compatible mixed land uses. Three (3) purposes are met.

Scope – As part of an existing PUD, the concept plan meets the scope and allowed uses within the PUD ordinance.

Process – The applicants met with staff for a pre-development meeting in early December and the Concept Plan was reviewed by staff and Planning Commission on January 9, 2024. Bigelow Homes, LLC has submitted their Preliminary and Final PUD and Plat following the scheduled and notified public hearing and recommendation by the Planning Commission to City Council, staff will prepare the Development Agreement and hearing for the street vacation of a portion of Aire Avenue to be reviewed by City Council on May 7, 2024.

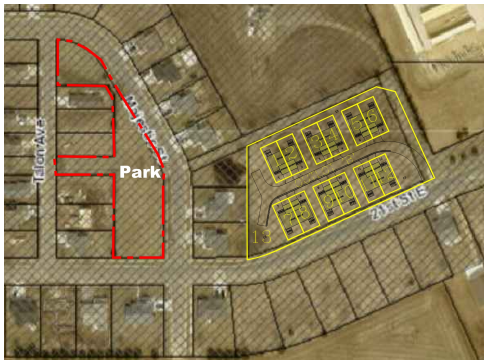
PUD Standards –

- Height – buildings do not exceed 35 feet (standards met)
- Open Space – 50% of the total acreage, 25% common open space must be open (standards met)
- No shoreland within Outlot B (standards met)
- Setbacks and Parking Standards – (standards met)
- Erosion Control and Storm Water Management Plans (will be defined in the Preliminary PUD)
- Townhomes will be connected to publicly owned water and sewer systems. (standards met)
- Phasing – all townhomes will be built at the same time. (standards met)
- Common Interest Community – Shared open space – The townhomes will be platted in a CIC plat (Eagles Basin Townhomes) providing the necessary oversight for the common area, (LOT 13) 0 (standard met)

Summary- All standards within Section 162.071 are being met with the Preliminary and Final PUD layout and narrative.

Street and Utility Commission Review: The Utility Commission met on April 1, 2024 and had no comments for the PUD Plat and Plans. The Street Commission met on April 2, 2024 and had the following comments for the PUD Plat and Plans;

- A "No parking sign" should be posted on-site so that the 20-foot driveway and turnaround are free for emergency personnel and private traffic.



Park Commission Review / Parkland Dedication Fee: The Park Commission reviewed the Eagles Basin Townhome PUD and approved the fee of $500.00 per residential unit. The total fee will be $500.00 x 12 townhomes = $6,000.00 to be paid prior to recording the final plat as specified in the Development Agreement.

Emergency Departments - Wabasha Ambulance - Ryan Marking, no concerns; and
Wabasha Police Department – Joe Stark, no concerns; and
Wabasha Fire Department – Darren Sheeley – no concerns

Engineering Comments:

- Sewer and water main are provided and follow road alignment wherever possible. See attached reviewed plans.
- The developer's engineer has verified that the existing pond provides the required water quality treatment required by the MPCA construction stormwater permit.
- A signed development agreement must be in place before construction can begin on the site or individual building permits are submitted.

Planning Commission Comments: After the public hearing held on Tuesday, April 9, 2024, where no public comments were received, the Planning Commissioners reviewed the preliminary and final PUD and plat and unanimously approved and recommended that these applications be forwarded to City Council with the following condition:

Conditions:

1. A "No parking sign" must be posted on-site so that the 20-foot driveway and turnaround are free for emergency personnel and private traffic.

Development Agreement: Staff has worked with the applicants and their engineering firm, GGG, to establish the project's estimated public and private infrastructure costs. The attached DA has been reviewed, edited, and largely agreed to by all parties except for two sections. The applicant would like to discuss *Section 7* (City Engineering Administration and Construction Observation) and City staff wants to discuss the possible edits found in *Section 29* (Summary of Security Requirement) with the City Council.

- Section 7 – Typically, engineering administration costs are estimated at 3% and construction observation costs are estimated at 7% of the total construction cost. The applicant would like to have only the public portions of the project's infrastructure be assessed for engineering administration and construction observation, not the total project cost. The total project costs for grading, street, sanitary, watermain and stormwater are estimated at $410,068. The estimated portion of that total for the public sanitary sewer and watermain is $140,739. This would reduce the estimated engineering administration and construction observation costs from $41,000 to $14,074. Given that only the sanitary sewer and watermain will require city inspection, and since the applicant will only be required to reimburse the city for actual costs incurred, staff feels it is reasonable to reduce the estimated amount as requested.

  ✓ The owner would like to discuss reducing the observation costs with the City Council.

  Section 29 – The applicant would like to eliminate the private roadway cost from the overall project costs requiring a letter of credit or cash escrow because the street costs are considered private infrastructure. This is not typically done, because if the project goes into default, completion of the streets would be required to prepare the lots for individual sale, regardless of whether they are private or public. Reducing the security amount will add an element of risk to the project, but only during the

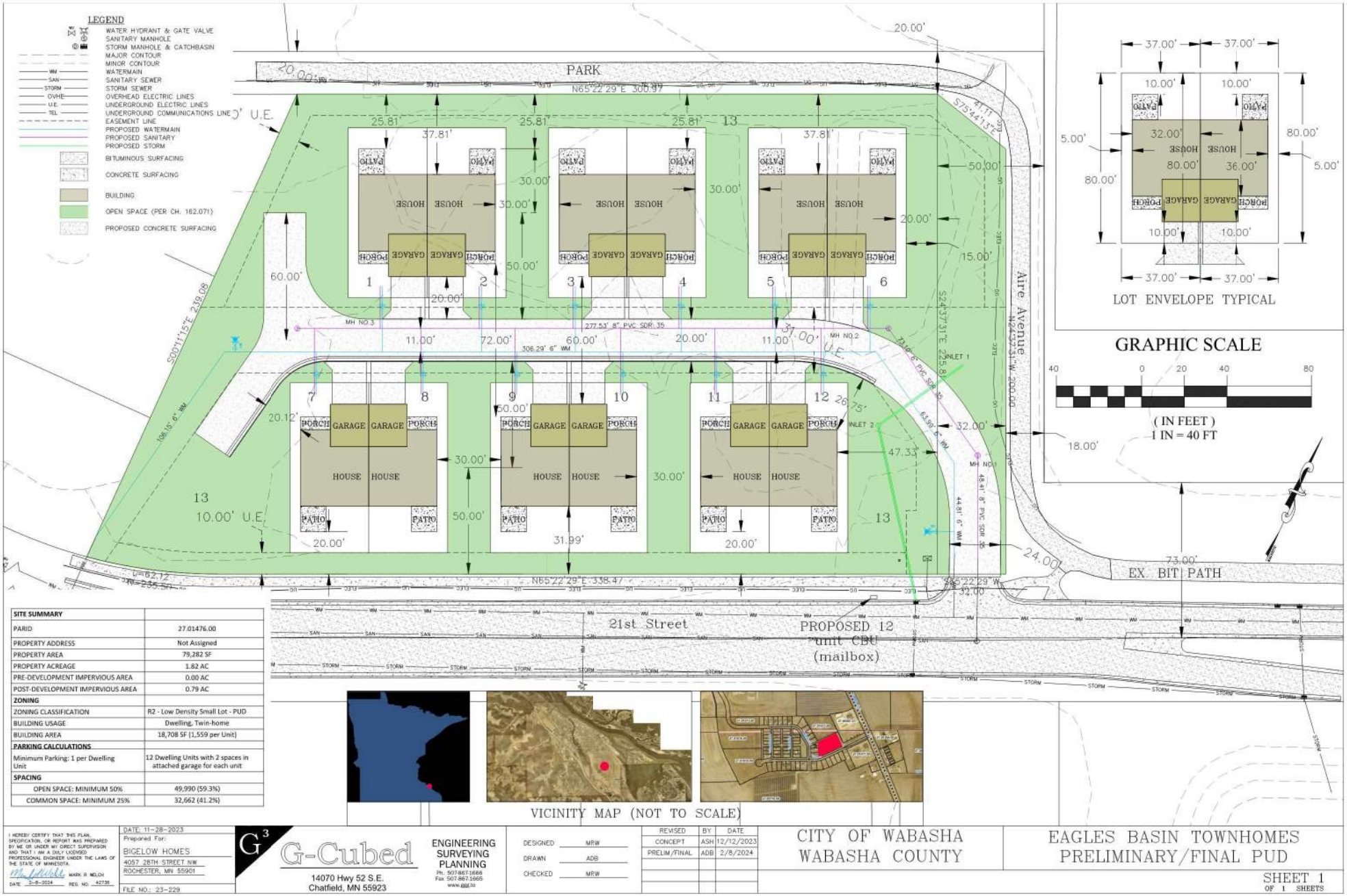
early stages of construction. If the project went into default in the early stages of the construction, the financial security may not be enough for the city to complete the improvements required to prepare the lots for individual sale. Once enough work has been completed to reduce the remaining project costs to the same level as the financial security, the risk would be eliminated. Caroline Gregerson and Brian Malm have reviewed this suggestion from the applicant and have agreed to present this to the City Council for their review and final determination. The question is whether the City Council is willing to accept some risk in exchange for reducing the costs for the applicant to complete the project.

Staff Recommendation:

Following the public hearing to vacate a portion of Aire Avenue, staff recommends that City Council review the street vacation memo and exhibits, submitted preliminary and final PUD plans, Eagles Basin Townhome Plat, and draft Development Agreement and approve or deny these applications.

Attachments: Preliminary Plans, Final Plat, Eagles Basin PUD Standards and Exhibit, Draft Development Agreement

Final Site Plan



SITE SUMMARY	
PARID	27.01476.00
PROPERTY ADDRESS	Not Assigned
PROPERTY AREA	79,282 SF
PROPERTY ACREAGE	1.82 AC
PRE-DEVELOPMENT IMPERVIOUS AREA	0.00 AC
POST-DEVELOPMENT IMPERVIOUS AREA	0.79 AC
ZONING	
ZONING CLASSIFICATION	R2 - Low Density Small Lot - PUD
BUILDING USAGE	Dwelling, Twin-home
BUILDING AREA	18,708 SF (1,559 per Unit)
PARKING CALCULATIONS	
Minimum Parking: 1 per Dwelling Unit	12 Dwelling Units with 2 spaces in attached garage for each unit
SPACING	
OPEN SPACE: MINIMUM 50%	49,990 (59.3%)
COMMON SPACE: MINIMUM 25%	32,662 (41.2%)

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.
MARK R NELOH
DATE 2-8-2024 REG. NO. 42736

DATE: 11-28-2023
Prepared For:
BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901
FILE NO.: 23-229

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923
ENGINEERING SURVEYING PLANNING
Ph. 507-867-1666
Fax 507-867-1665

DESIGNED MRW
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
CONCEPT	ASH	12/12/2023
PRELIM/FINAL	ADB	2/8/2024

CITY OF WABASHA
WABASHA COUNTY

EAGLES BASIN TOWNHOMES
PRELIMINARY/FINAL PUD

SHEET 1 OF 1 SHEETS

Final Plat

"OFFICIAL PLAT"

EAGLES BASIN TOWNHOMES

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Bigelow Homes LLC, a Minnesota limited liability company, owner, of the following described property located in the City of Wabasha, County of Wabasha, State of Minnesota.

Outlot B, EAGLES BASIN, according to the recorded plat thereof on file and of record in the office of the County Recorder, Wabasha County, Minnesota.

AND

That part of Aire Avenue and that part of 21st Street, all in EAGLES BASIN, according to the recorded plat thereof, on file at the office of the County Recorder, Wabasha County, Minnesota, described as follows:

Beginning at the southeast corner of Outlot B, said EAGLES BASIN; thence on an assumed bearing of North 24°37'31" West, along the east line of said Outlot B, 225.81 feet to the northeast corner of said Outlot B; thence South 75°44'13" East 41.11 feet; thence South 24°37'31" West 200.00 feet; thence South 65°22'29" West 32.00 feet to the point of beginning.

Has caused the same to be surveyed and platted as EAGLES BASIN TOWNHOMES and does hereby dedicate to the public for the public use the utility easements as created by this plat.

In witness whereof said Bigelow Homes LLC, a Minnesota limited liability company, have hereunto set their hands this _____ day of _____, 202_.

_____
Tony Bigelow, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by said Bigelow Homes LLC.

_____ _____(Sign) _____(Print)
Notary Public, _____ County, Minnesota
My Commission expires: _____

I, Geoffrey G Griffin, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 202_.

_____
Geoffrey G Griffin, Licensed Land Surveyor
Minnesota License Number 21940

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ by Geoffrey G Griffin, Licensed Land Surveyor, Minnesota Licensed Number 21940.

_____ _____(Sign) _____(Print)
Notary Public, _____ County, Minnesota
My commission expires: _____

CITY COUNCIL, CITY OF WABASHA, MINNESOTA

This Plat of EAGLES BASIN TOWNHOMES was approved and accepted by the City Council of the City of Wabasha, Minnesota at a regular meeting thereof held this _____ day of _____, 202_, as said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.

By_____, City Clerk

COUNTY SURVEYOR, WABASHA COUNTY, MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 202_.

_____
Marcus S. Johnson, Wabasha County Surveyor
Minnesota License No. 47460

COUNTY AUDITOR/TREASURER, WABASHA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 202_ on the land hereinbefore described have been paid. Also, pursuant Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 202_.

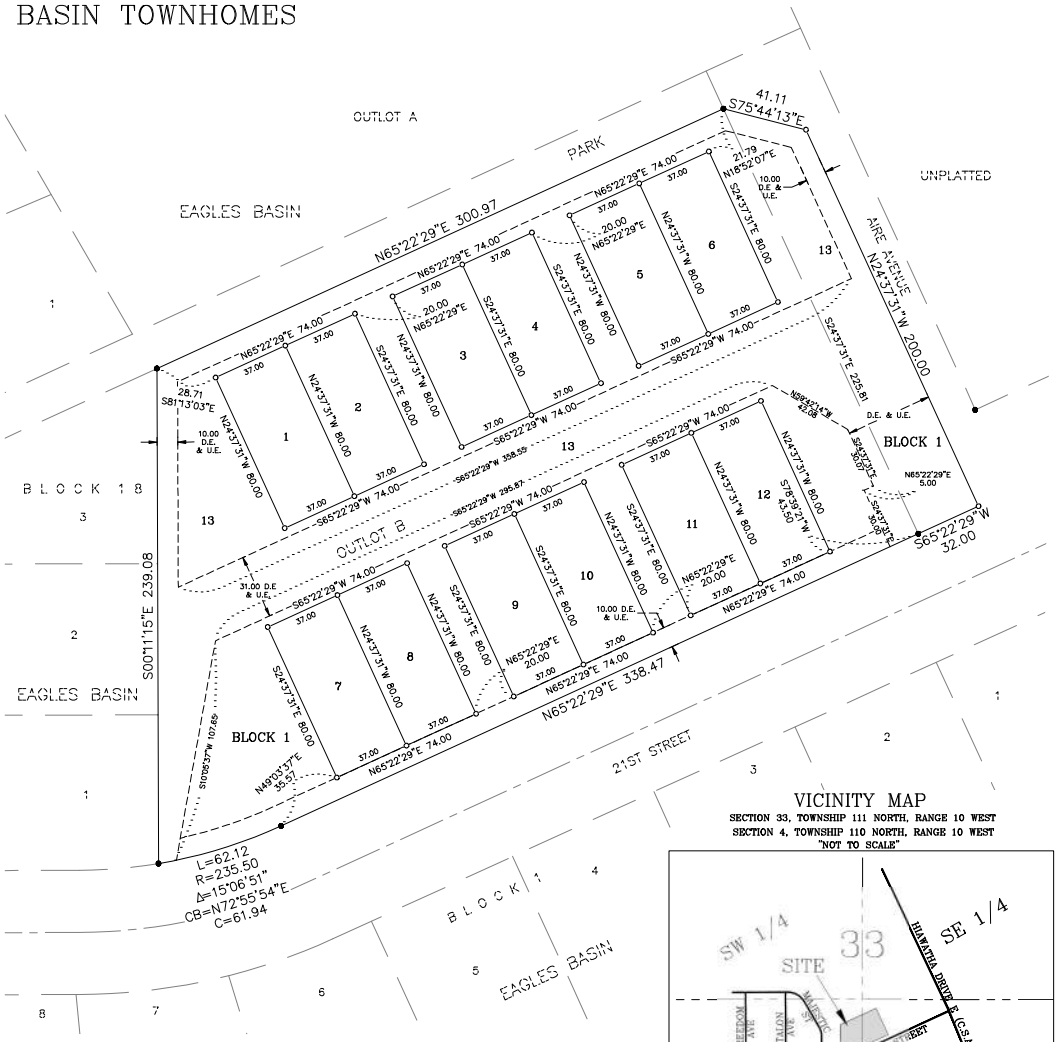
_____ _____
Wabasha County Auditor/Treasurer

COUNTY RECORDER, WABASHA COUNTY, STATE OF MINNESOTA

I hereby certify that this plat of EAGLES BASIN TOWNHOMES was filed in the office of the County Recorder for public record on this _____ day of _____, 202_, at _____ o'clock _____ M., and was duly filed as Document No._____.

_____ _____
Wabasha County Recorder

By _____, Deputy



LEGEND

- ○ SET 1/2 INCH IRON PIPE WITH PLASTIC CAP STAMPED LS 21940
- ● FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED

10 — DRAINAGE AND UTILITY EASEMENTS ARE 10 FEET IN WIDTH ADJACENT TO LOT LINES UNLESS OTHERWISE SHOWN.

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 IN = 30 FT

N

FILE NO: 23-229 FP

SHEET 1 OF 1

G-Cubed
ENGINEERING
SURVEYING
PLANNING
14070 Hwy 52 S.E.
Chatfield, MN 55923

Illustrative Construction Plans ONLY

WARNING
BEFORE DIGGING CALL GOPHER STATE ONE CALL FOR LOCATIONS.
DIAL – 1-800-252-1166
REQUIRED BY LAW

CONSTRUCTION PLANS FOR PUBLIC IMPROVEMENTS TO SERVE EAGLES BASIN TOWNHOMES

APPROVED BY _____ DATE _____
CITY ENGINEER

SHEET INDEX

SHEET 1	TITLE SHEET, SHEET INDEX, & VICINITY MAP
SHEET 2	GENERAL NOTES, LEGEND, TYPICAL SECTIONS, SERVICE & UTILITY SCHEDULES
SHEET 3	STREET PLAN & PROFILE FOR PRIVATE ROAD
SHEET 4	OFFSTREET PLAN & PROFILE FOR STORM
SHEET 5-6	CITY STANDARD PLATES
SHEET 7-8	SWPPP
SHEET G1-G2	GRADING PLAN



VICINITY MAP
T. 110 N., R 10 W., SEC. 4
"NOT TO SCALE"



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.
MARK R WELCH
DATE 3/27/2024 REG. NO. 42736

DATE: 1/25/2024
Prepared For:
BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901
FILE NO.: 23-229 GP & CP

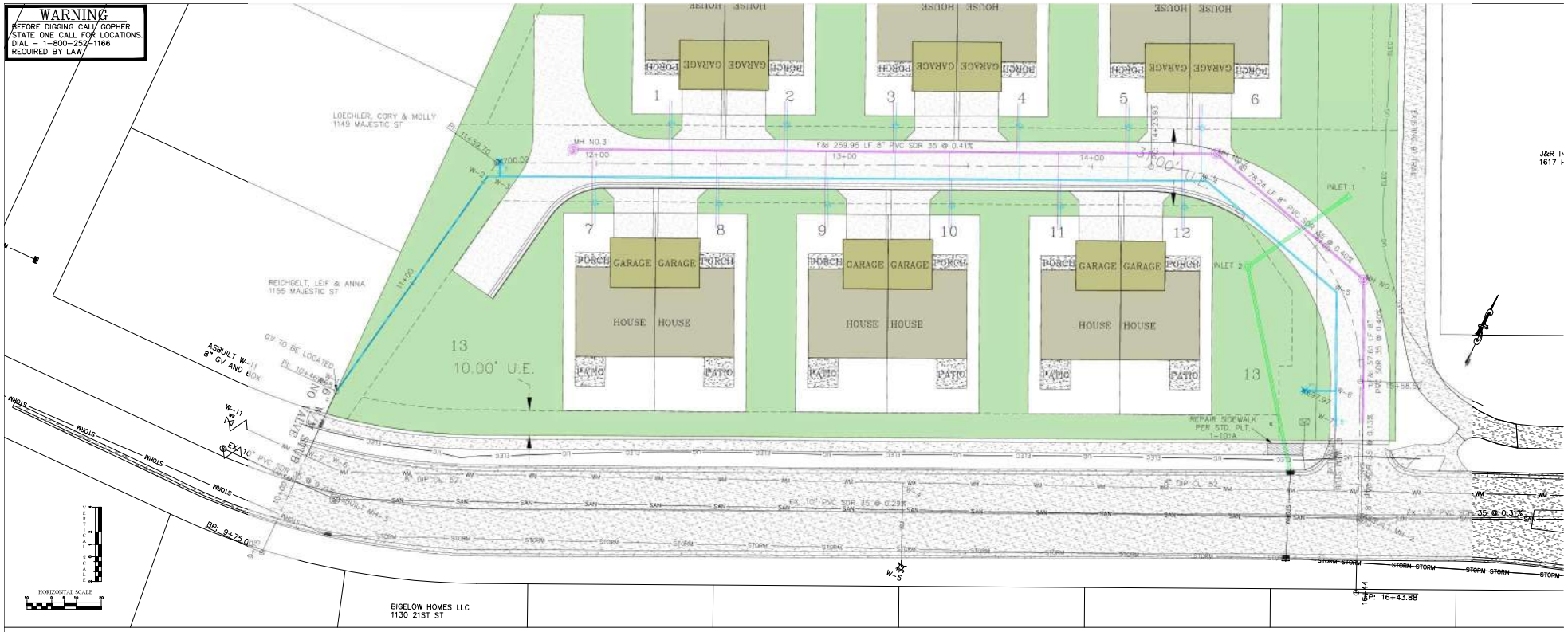
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.gcubed.biz

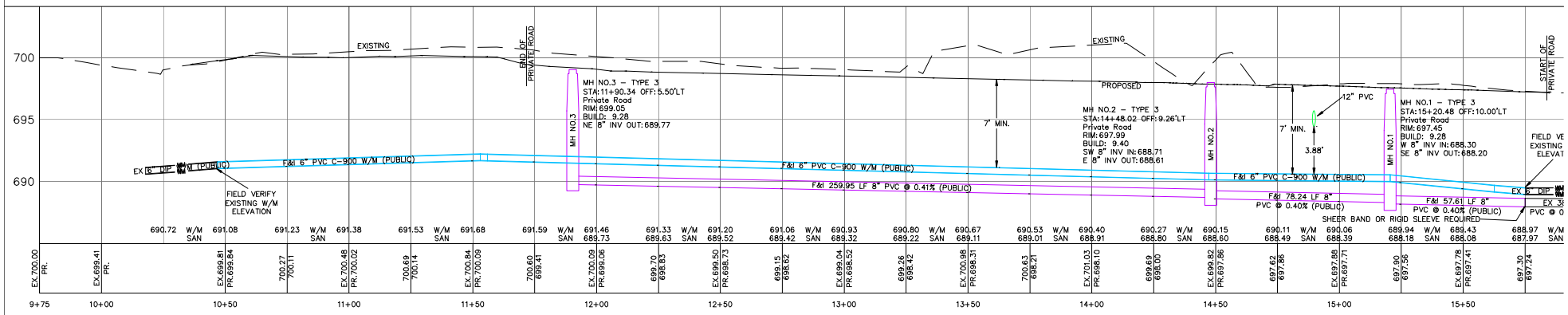
DESIGNED JWK
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
PRELIMINARY	ADB	2/8/2024
BID QUANTITIES	ADB	3/5/2024
RESUBMITTAL	ADB	3/27/2024

CITY OF WABASHA
WABASHA COUNTY

EAGLES BASIN TOWNHOMES
TITLE SHEET





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.

MARK R WELCH

DATE 3/27/2024 REG. NO. 42736

DATE: 1/25/2024
Prepared For:
BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901

FILE NO.: 23-229 GP & CP

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.gcc.to

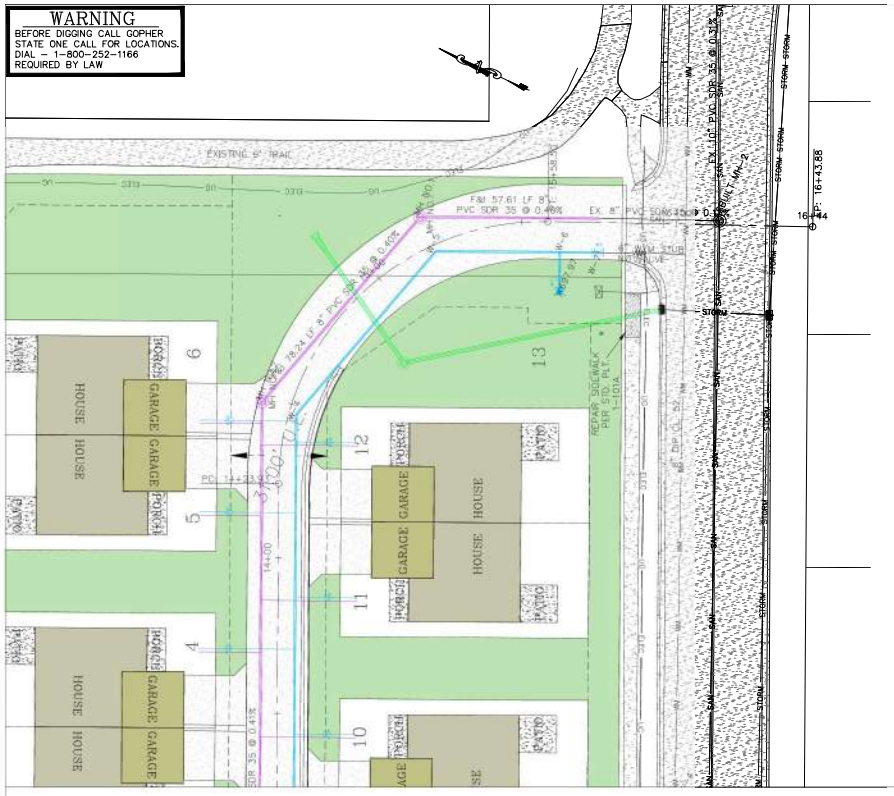
DESIGNED JWK
DRAWN ADB
CHECKED MRW

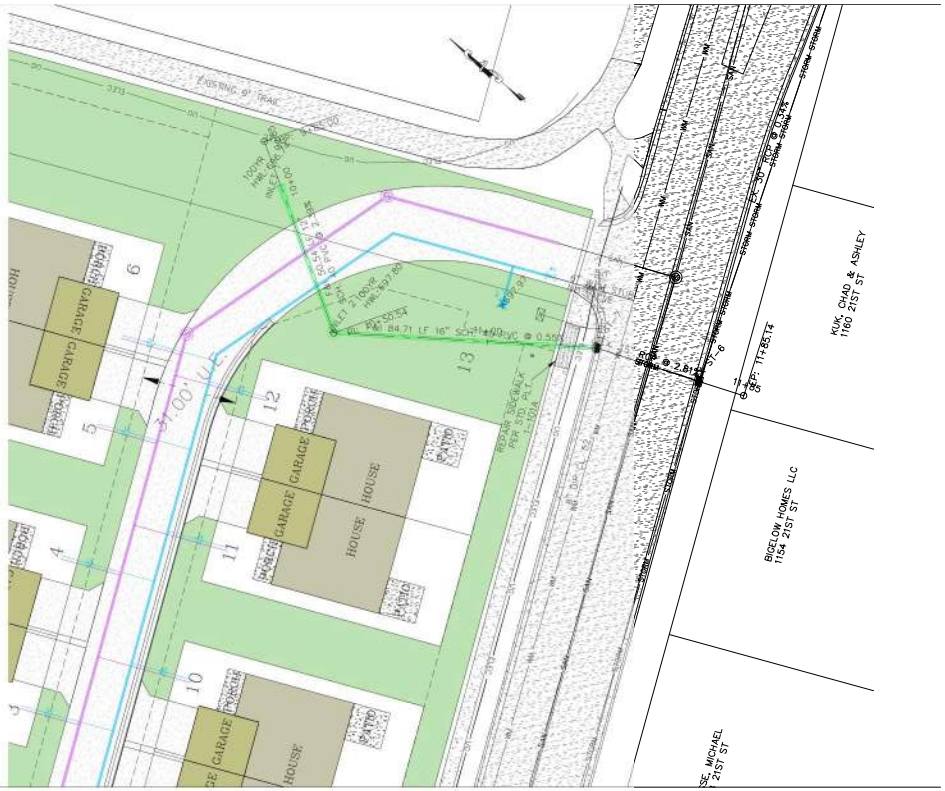
REVISED	BY	DATE
PRELIMINARY	ADB	2/8/2024
BID QUANTITIES	ADB	3/5/2024
RESUBMITTAL	ADB	3/27/2024

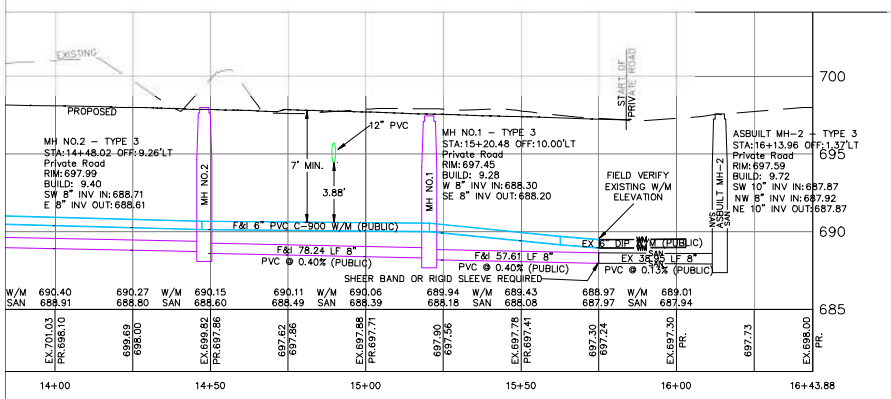
CITY OF WABASHA
WABASHA COUNTY

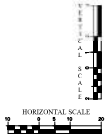
EAGLES BASIN TOWNHOMES
PRIVATE ROAD PLAN & PROFILE

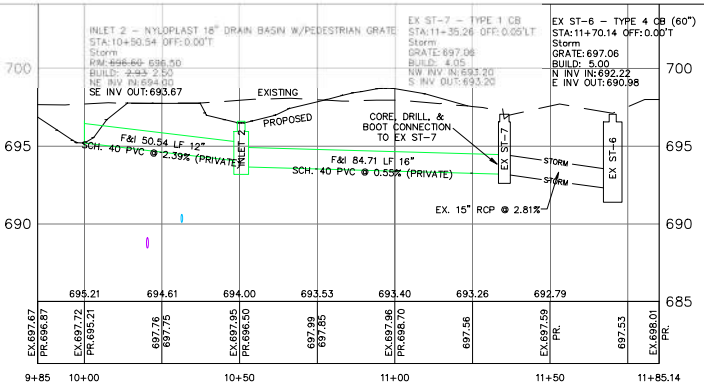
SHEET 3
OF 10 SHEETS











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.

MARK R WELCH

DATE 3/27/2024 REG. NO. 42736

DATE: 1/25/2024
Prepared For:
BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901

FILE NO.: 23-229 GP & CP

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.gcc.to

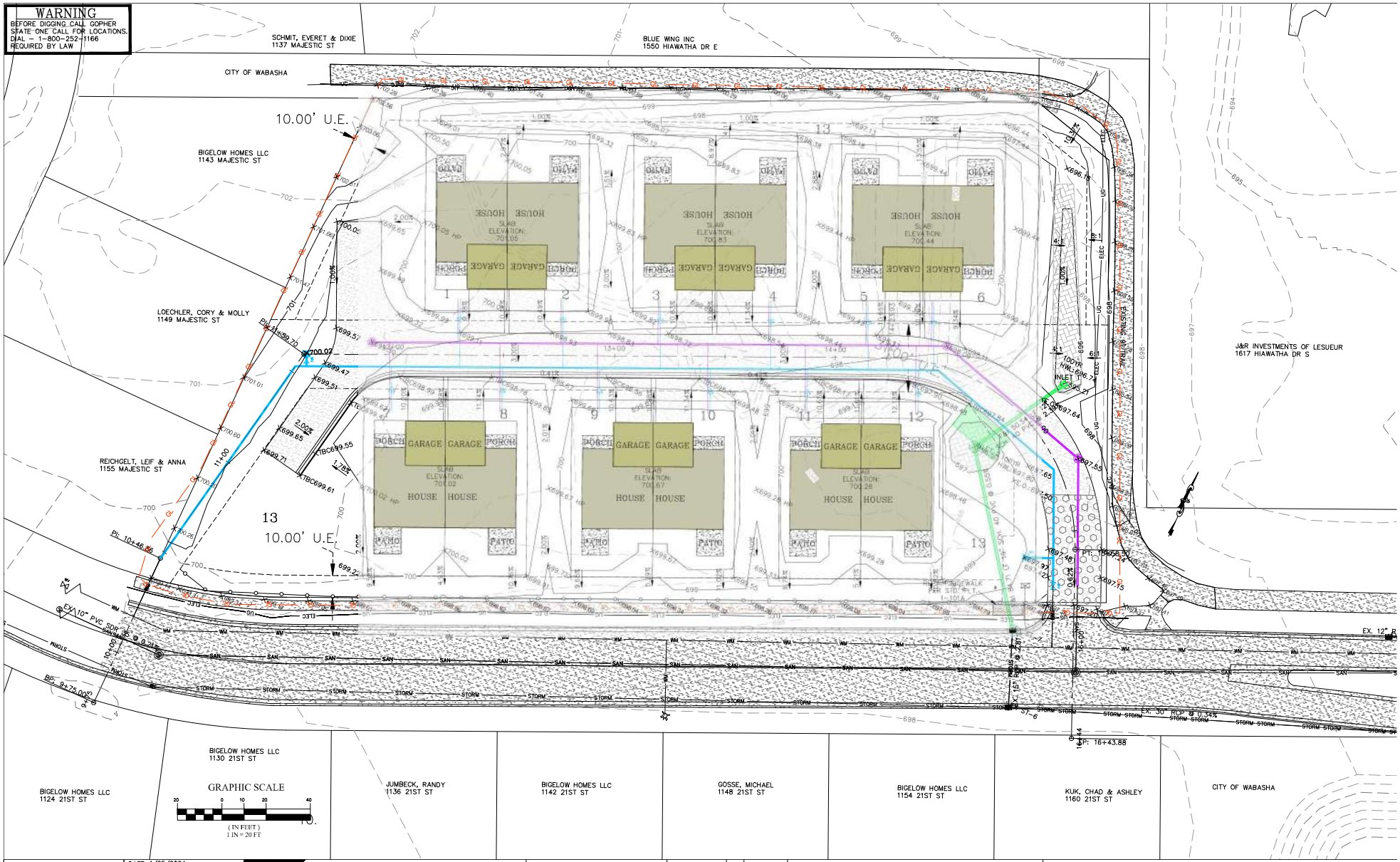
DESIGNED JWK
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
PRELIMINARY	ADB	2/8/2024
BID QUANTITIES	ADB	3/5/2024
RESUBMITTAL	ADB	3/27/2024

CITY OF WABASHA
WABASHA COUNTY

EAGLES BASIN TOWNHOMES
OFFSTREET STORM PLAN & PROFILE

SHEET 4
OF 10 SHEETS



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.

MARK R WELCH

DATE 3/27/2024 REG. NO. 42736

DATE: 1/25/2024

Prepared For:

BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901

FILE NO.: 23-229 GP & CP

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.gcc.to

DESIGNED JWK
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
PRELIMINARY	ADB	2/8/2024
BID QUANTITIES	ADB	3/5/2024
RESUBMITTAL	ADB	3/27/2024

CITY OF WABASHA
WABASHA COUNTY

EAGLES BASIN TOWNHOMES
GRADING & EROSION CONTROL PLAN

SHEET G1
OF 10 SHEETS

EAGLES BASIN ADDITION PUD STANDARDS

To Whom it May Concern:

Dated this ___ day of _____, 2024

Bigelow Homes, LLC, as fee owner of such number of lots, as identified in the Eagles Basin Addition Outlot 'B' PUD Amendment Exhibit attached herein, found in that part of the Northwest Quarter and that part of the Northeast Quarter all in Section 4, Township 110 North, Range 10 West, Wabasha County, Minnesota, described as follows:

Block 1, Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

All in EAGLES BASIN TOWNHOMES, Wabasha County Minnesota.

Hereby establishes the standards to which the lots constituting said plat shall adhere, and thereby specifies that such standards shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and the limitation on all future owners in said plat, these standards are restrictions being designed for insuring the use of this plat of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the area, and thereby to secure to such lot owners the full benefit and enjoyment of their home, with no greater restrictions on the free and undisturbed use of the lot other than is necessary to insure the same advantages to other lot owners.

1. There shall only be one (1) residential dwelling unit allowed on each individual Lot, specifically, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 1, EAGLES BASIN TOWNHOMES, totaling twelve (12) individual units.

2. Lot 13, Block 1, EAGLES BASIN TOWNHOMES shall be dedicated common space with each Lot constituting 1/12th shared ownership. The established Eagles Basin Townhomes HOA sets forth the ownership obligations with regards to the common space.

3. The owner of each lot shall use reasonable efforts to ensure that Lot 13, Block 1, EAGLES BASIN TOWNHOMES is kept open and unblocked and that access to the other lots is not obstructed or impaired.

4. Building construction within said plat shall substantially adhere to the 'Eagle Basin Townhome' blueprint attached herein.

5. All residential dwelling units within said plat shall take access from the private drive serving the development. No curb cuts or direct access to any of the dwellings is permitted from 21st Street with the exception of the private drive serving the development.

6. Driveway serving a dwelling unit shall be concreted and extend no wider than necessary to provide access to the garage; recommended 16 feet maximum width.

7. Lot envelope setbacks applicable to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 1, EAGLES BASIN TOWNHOMES are as follows:
    a. Front yard: 10 feet
    b. Side yard: 0 feet
    c. Rear yard: 10 feet

The above standards shall operate as covenants running with the land for the benefit of any and all persons who may hereafter own property in EAGLES BASIN TOWNHOMES. All such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damage suffered by them for any violation thereof.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this EAGLES BASIN ADDITION PUD STANDARDS to be executed the day and year first above written.

Bigelow Homes, LLC.

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of Bigelow Homes, LLC., a Minnesota limited liability corporation, on behalf of the corporation.

_____
Notary Public

Southeastern Minnesota Multi-County
Housing and Redevelopment Authority

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, a public body, corporate and politic, under the laws of the State of Minnesota, on behalf of the Authority.

_____
Notary Public

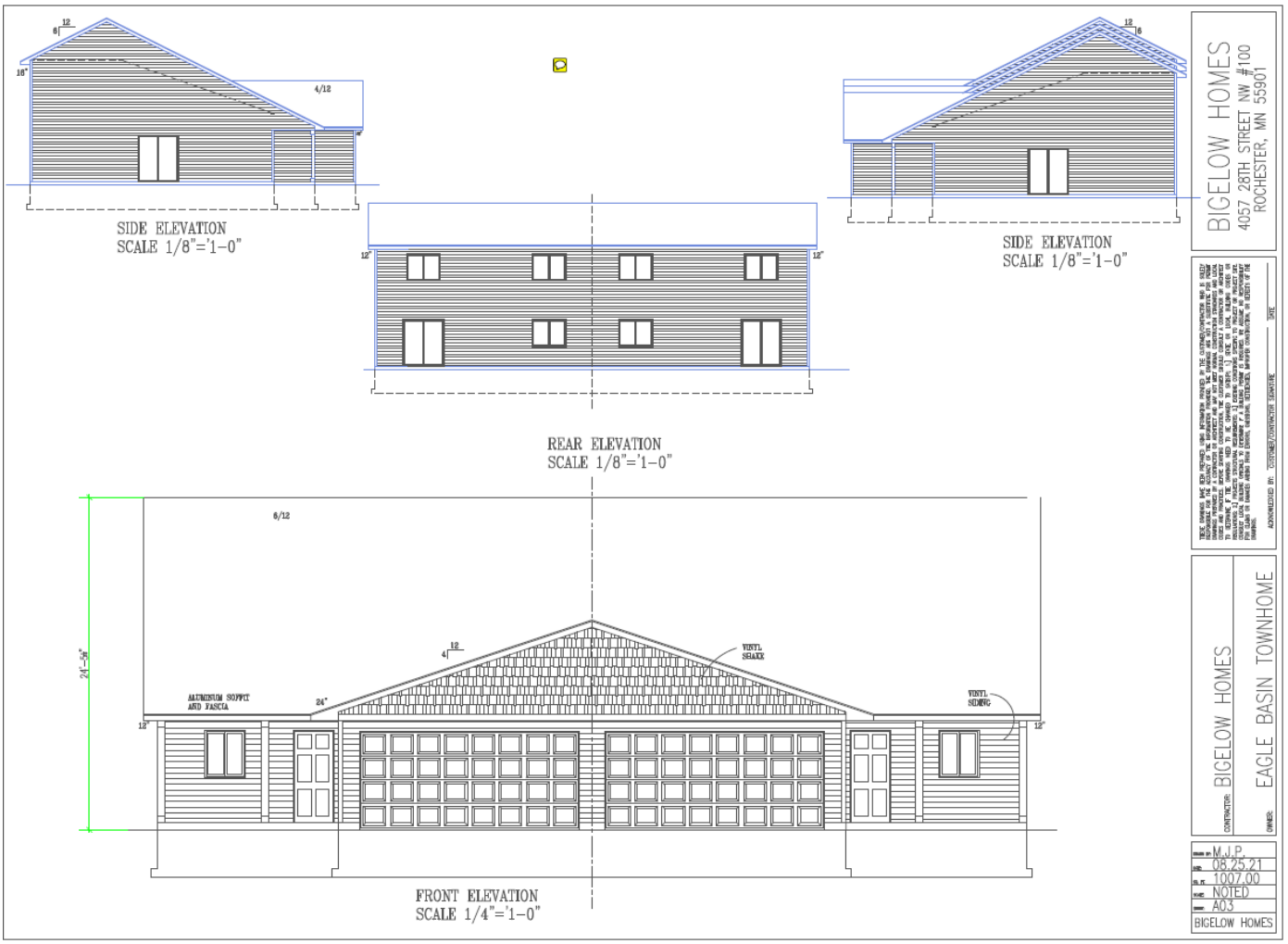
THIS INSTRUMENT WAS DRAFTED BY:

Bigelow Homes, LLC
4057 28th St NW # 100
Rochester, MN 55901

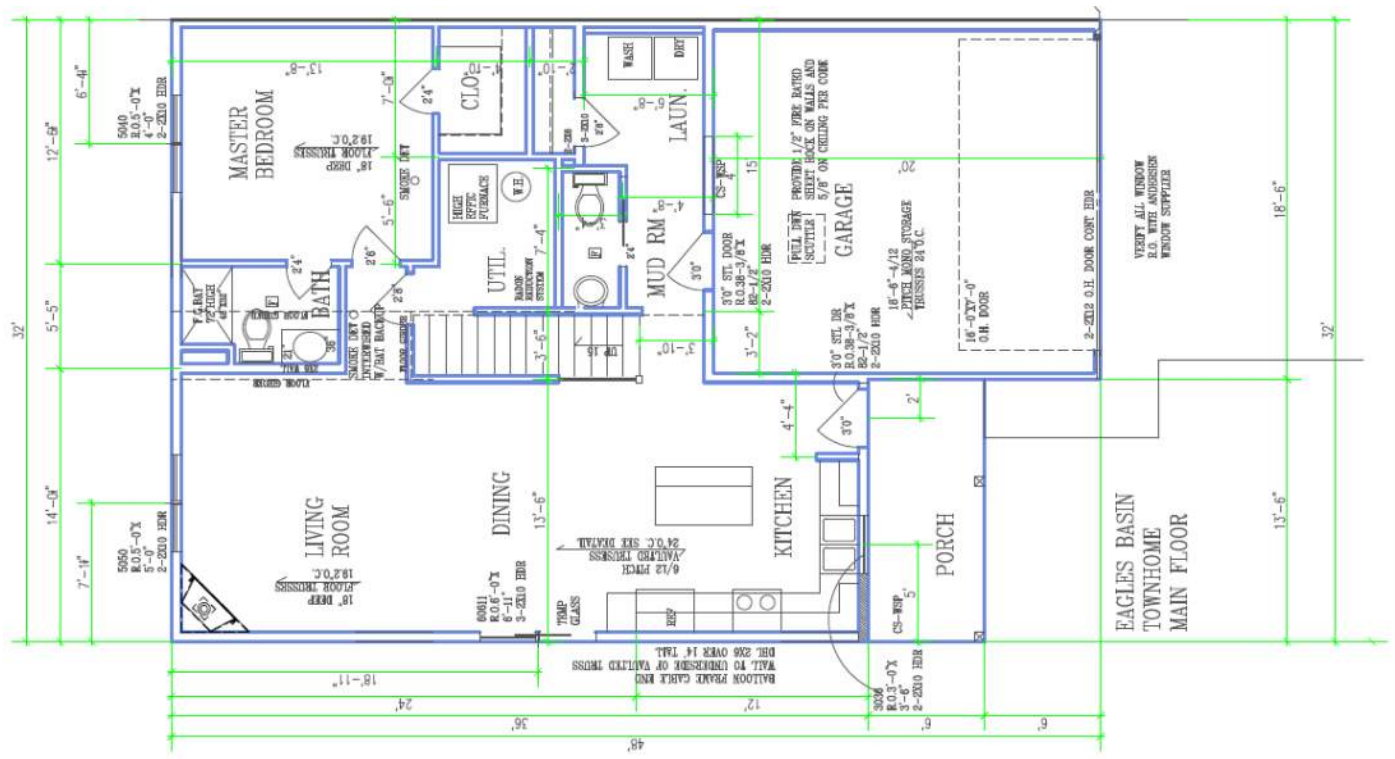
EAGLES BASIN ADDITION OUTLOT ‘B’ PUD AMENDMENT EXHIBIT

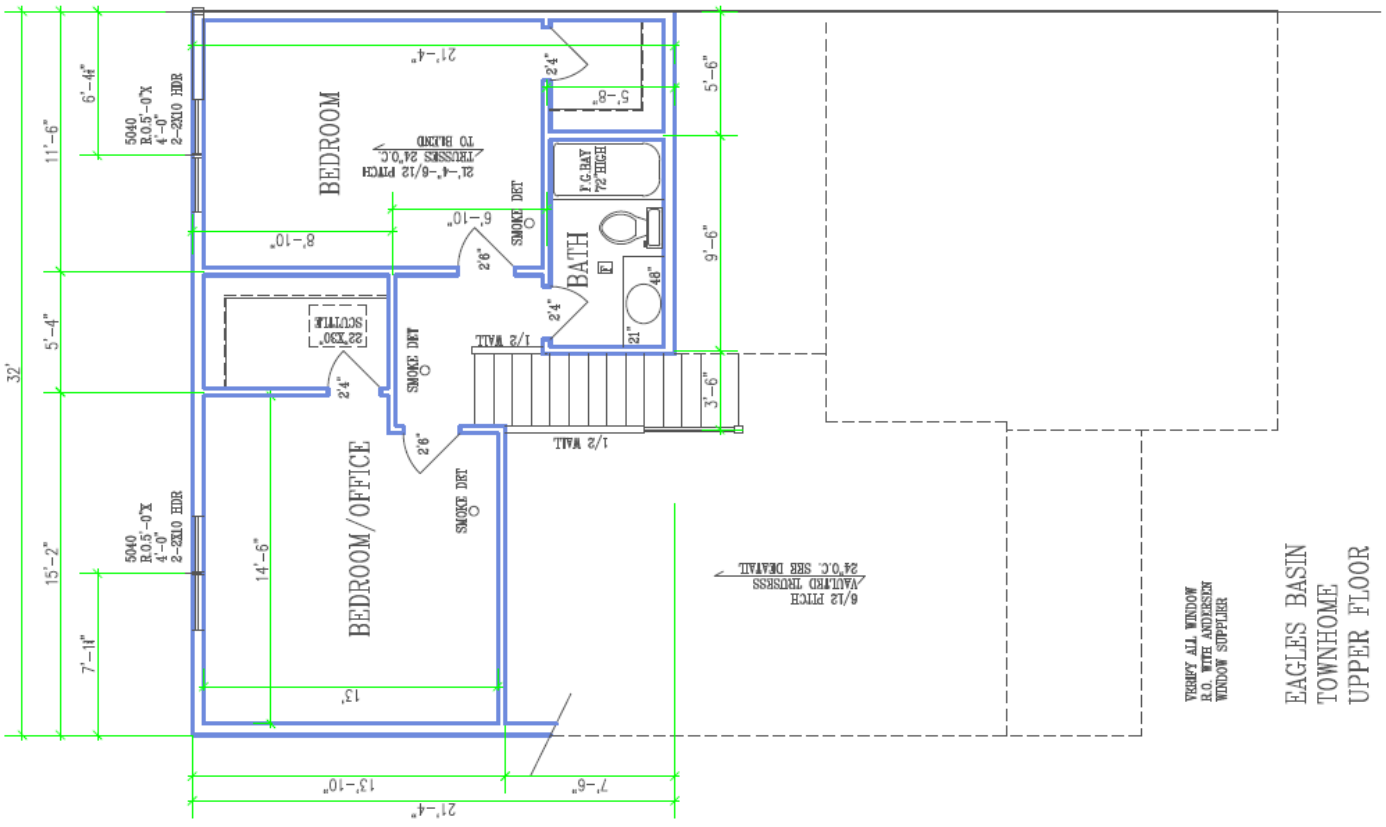


EAGLE BASIN TOWNHOME BLUEPRINT



EAGLE BASIN TOWNHOME BLUEPRINT





SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR EAGLES BASIN ADDITION

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

EAGLE BASIN TOWNHOMES

AGREEMENT (the "Agreement") dated _____, 2024, by and between the **CITY OF WABASHA**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at **900 Hiawatha Drive East Wabasha, MN 55981** (the "City"); and **BIGELOW HOMES LLC**, an Company, with principal address of **4057 28th Street NW Suite 100 Rochester MN 55901** (the "Developer"); (collectively the "parties").

RECITALS

WHEREAS, the Developer is the fee owner a parcel of real property located in the City of Wabasha, Winona County, Minnesota, with Parcel Identification (PID) No. 27.01476.00, which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference, (the "Development Property"); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for EAGLES BASIN TOWNHOMES (referred to herein as the "plat"); and

WHEREAS, the Developer proposes a project consisting of thirteen (13) lots and associated public improvements on the Development Property, including but not limited to street improvements, sanitary

sewer, water main, stormwater management facilities, grading and erosion control facilities and other improvements (the "Project"); and

WHEREAS**,** the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City's Code of Ordinances (the "Code").

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR PLAT APPROVAL.** The Developer has sought and received Final Plat approval for EAGLES BASIN TOWNHOMES (referred to in this Agreement as the "plat"). The platted land is situated in the County of Wabasha, State of Minnesota. The Developer is seeking to develop the plat, the Development Property, for the purpose stated above.
2. **CONDITIONS OF PLAT APPROVAL.** The City has approved the plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the plat with the County Recorder or Registrar of Titles within 60 days after the City Council approves the Final Plat, and submits evidence of recording the plat to the City within 60 days after the date of recording.
3. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property until all of the following conditions have been satisfied:
    a. This Agreement has been fully executed by both parties and filed with the City Administrator. This Agreement shall be recorded by the Developer within 60 days following execution hereof;
    b. The necessary security has been received by the City;
    c. The plat has been recorded with the County Recorder's Office;

d. The site plan for the project on the Development Property and the plans and specifications for the Improvements related thereto have been approved and signed by the City Engineer with such conditions as required by the City Code;

e. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;

f. A certificate of public liability and property damage insurance as described in this Agreement has been filed with the City Administrator; and

g. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.

4. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

a. Plan A - Plat

b. Plan B - Final Construction Plans and Specifications for Public Improvements

c. Plan C - Stormwater Pollution Prevention Plan

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval. The required Improvements below shall be installed in accordance with the City approved plans for

such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the Project or the required Improvements until the Developer obtains a building permit for the Project and the Improvements and pays all costs and fees required in connection with the procurement of the building permit.

6. **IMPROVEMENTS.**

   a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public or private improvements (the "public improvements" or "Improvements") in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

      i. Streets
      ii. Sanitary Sewer
      iii. Watermain
      iv. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)
      v. Grading, Drainage and Erosion Control
      vi. Utilities (gas, electric, cable, telephone, etc.)
      vii. Surveying and Monuments Required by Minnesota Statutes
      viii. Miscellaneous Facilities or other elements defined by the guiding documents.

   b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City's engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The City will provide field inspection and soil testing personnel, at the Developers expense, to assure an

acceptable level of quality control for the construction of all public improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

c. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) shall have experience in the installation of municipal water and sanitary sewer mains; shall demonstrate the successful completion of at least three such installations and municipal acceptance thereof; and shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected

from the City, unless such work is first ordered in writing by the City Engineer as provided in the plans and specifications.

d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.

e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.

f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.

7. **CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.** The Developer will be responsible for costs associated with city engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. The estimated cost of administration services shall be **$4,222** **($2,922** fee if public only) based on the table below:

ESTIMATED COST OF PROPOSED	CITY ADMINISTRATIVE COST

IMPROVEMENTS	
Up to $150,000	3.0 percent (Minimum $500.00)
$150,000 to $300,000	2.5 percent
Over $300,000	2.0 percent

The Developer shall also be responsible for the costs for construction observation and geotechnical testing performed by the City's in-house engineering staff or consulting engineer. The cost of construction observation and testing is estimated to be **$9,851 ($6,819** fee if public only) or seven percent (7%) of the estimated construction cost. The City will invoice the developer for the costs in accordance to Section 27 (f) of this agreement.

8. **CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in this Agreement.

9. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the Improvements before proceeding with construction of the Project and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

    - Minnesota Department of Health for Watermains
    - MPCA NPDES Permit for Construction Stormwater
    - MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
    - City of Wabasha for Building Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required Improvements with all the parties concerned, including City staff, to review the program for the construction work.

10. **TIME OF PERFORMANCE.** Except as otherwise provided in this Agreement, the Developer shall install all required improvements and other work required by this Agreement by **July 1, 2025.** Any deficiencies in the improvements, in the judgment of the City Engineer, must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
11. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and plat development, as applicable. The license shall expire upon the acceptance by the City of the Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.
12. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via Hiawatha Drive to 21st Street East and Aire Avenue. No construction traffic is permitted on the adjacent local streets other than identified herein.
13. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of Wabasha requirements and specifications, City Code and applicable law. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, d) top and bottom of retaining walls, and e) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer shall

furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

14. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's judgment. All areas disturbed by the excavation and backfilling operations shall be reseeded within 48 hours after the completion of the work or in an area that is inactive for more than fourteen (14) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specifications, if any, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work, the City may draw down the letter of credit or any other security required herein to pay any costs. No development, utility or street construction will be allowed and no building

permits will be issued unless the plat and Project plans for the Development Property, as applicable, are in full compliance with the approved erosion control plan.

15. **STREET MAINTENANCE DURING CONSTRUCTION AND SIDEWALKS.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. A copy of this contract shall be approved by the City before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud.

16. **OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the Improvements by the City, the Developer must furnish the following affidavits:

    a. Contractor's Certificate;

    b. Land Surveyor's Certificate; and

    c. Developer's Certificate;

    certifying that all construction has been completed in accordance with the terms of this Agreement. The requisite forms will be furnished by the City of Wabasha and are attached hereto as Exhibit B. Upon receipt of the required affidavits, the City Engineer will accept the completed public improvements. Within thirty (30) days after the completion of the Improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record"

plans in a format acceptable to the City Engineer (e.g., AutoCAD format, DWG or a .DXF file), and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Upon receipt of these documents, and the warranty documents specified in this Agreement, the City Engineer will certify acceptance of the completed public improvements.

17. **PARK DEDICATION.** The Developer shall provide the City with a fee of $500.00 per residential lot or $6,000.00 in total in satisfaction of the City's park dedication requirements. Parkland Dedication fee shall be paid prior to recording of the Final Plan.

18. **SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.** The development is subject to sanitary sewer and water access/availability area charges for the Development Property. The sanitary sewer and water access/availability area charges are as follows:

    a. Sanitary Sewer Availability Charge: The lot owner shall pay a sanitary sewer availability charge of $7,200. The area charge is based on the number of units in the final plat and is calculated as follows: 12 units x $600/unit = $7,200.

    b. Water Availability Charge: The lot owner shall pay a watermain availability charge of $1,200. The access charge is based on the number of units in the final plat and is calculated as follows: 12 units x $100/unit = $1,200.

    The lot owner shall pay the above sanitary sewer and water availability charges at the time of building permit application, and a building permit shall not be issued by the City until such charges are paid in full.

19. **SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all public improvements in the Project related to sanitary sewer, storm sewer and watermains, as required by the City in accordance with those plans approved by the City Engineer.

20. **TRAFFIC CONTROL AND STREET NAME SIGNS.** Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the Developer per City standards at the Developer's expense.

21. **WETLAND MITIGATION.** No wetland mitigation is planned for the site. The Developer is responsible for any undisclosed mitigation on the land and will be required to submit any necessary security should subsequent wetlands be identified.

22. **BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

    a. Grading of the subdivision and compliance with the erosion control plan and SWPPP shall be completed prior to issuance of any building permits.

    b. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat or on the Development Property.

    c. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

23. **UNDERGROUND UTILITIES – PRIVATE.** This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

    a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.

    b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.

    c. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.

d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

24. **RESPONSIBILITY FOR COSTS.**

a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the plat, the Project and the construction of the Improvements and the other work done and improvements constructed on the Development Property or otherwise related to the Project.

b. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Improvements or the development of the Development Property. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of Plat approval, the Project, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the Improvements), the development of the Development

Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.

c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

d. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

e. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

f. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security or alternatively declare the same an event of default, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.

25. **SPECIAL PROVISIONS.** The following special provisions shall apply:

a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:

    i. The Developer shall have all required MPCA stormwater permits approved prior to beginning any installation of public improvements.

26. **MISCELLANEOUS.**

a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of the Development Property.

b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.

c. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the public improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than $500,000 for one person and $1,500,000 for each occurrence; limits for property damage shall be not less than $1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

d. Third parties shall have no recourse against the City or Developer under this Agreement.

e. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

f. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

g. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns.

h. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.

i. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

j. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

k. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Improvements.

l. The City's approval of the final plat or this Agreement does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

27. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

a. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part for collection with the property taxes on the Development Property;

b. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;

c. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;

d. Halt all development work and construction of improvements until such time as the event of default is cured;

e. Withhold the issuance of a building permit or permits or certificates of occupancy and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;

f. Draw upon and utilize the Security to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement; or

g. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

28. **WARRANTY.** The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for streets and utilities is two (2) years and shall commence following completion and final written acceptance of the work by the City Engineer. The required warranty period for sod, trees, and landscaping is two growing seasons following installation. The Developer shall post a security in the form of either a) a warranty/maintenance bond for 100% of the cost of the Improvements, or b) a letter of credit or cash escrow for 25% of the amount of the original cost of the Improvements as warranty for the Improvements prior to the City authorizing the commencement of work on the public and private Improvements specified in this Agreement. The retainage from the Project securities identified in this Agreement may also be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

29. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City, at the time of final plat approval or approval of this Development Agreement, as applicable, with either a letter of credit or cash escrow or a combination of cash escrow and a letter of credit, as determined by the City, for 125% of the estimated Improvement costs, in the form attached hereto as Exhibits C and D, as applicable, or a City approved alternate form, from a bank (the "Security") for **$265,290**. The amount of the Security was calculated as follows:

CONSTRUCTION COSTS:

~~Streets~~	~~$ 197,835~~
Sanitary Sewer	$ 60,590

Storm Sewer	$ 12,242
Watermain	$ 80,149
Grading and Erosion Control	$ 52,016
Traffic Control, Signage on-Site, Mics	$ 7,235
TOTAL ESTIMATED CONSTRUCTION COST	**$ 212,232**
SECURITY ADD-ON	**x 125%**
TOTAL PROJECT SECURITIES REQUIRED:	**$ 265,290**

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit. Individual Security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent with a written demand or an affidavit signed by the City Administrator or the City Administrator's designee attesting to the City's right to draw down and receive funds under the Security. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw the Security down. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until: a) all Improvements have been completed, b) iron monuments for lot corners have been installed, c) all financial obligations to the City have been satisfied, d) the required "record" plans have been received by the City, e) a warranty security is provided as specified herein above, f) the public improvements are accepted by the City Engineer, and g) if required by the City Administrator or Code, a title insurance policy indicating that the

improvements are free and clear of any and all liens and encumbrances. The City standard specifications for utilities and street construction outline procedures for Security reductions, and reductions in the Letter of Credit, cash escrow or a combination thereof, shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

30. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: **4057 28th Street NW, Suite 100, Rochester, MN 55901**. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified mail in care of the City Administrator at the following address: Wabasha City Hall, 900 Hiawatha Drive East Wabasha, MN 55981.

31. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:

    a. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.

    b. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.

    c. Hours of Construction. Hours of construction, including moving of equipment, shall be limited to the hours between 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday or as otherwise provided in City Code.

d. Site Maintenance. Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

e. Project Identification Signage. Project identification signs shall comply with City Code.

32. **EXPIRATION OF AGREEMENT.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

33. **TERMINATION; CONDITIONS PRECEDENT.**

a. If Developer fails to: a) acquire fee simple title to all of the Development Property, and b) record this Agreement and the Plat in the office of the Wabasha County Recorder, as applicable and as provided herein, within one (1) year after approval of the Final Plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:

i. All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project Improvements, this Agreement and the Project shall belong to and be retained by the City;

ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;

iii. The indemnifications of Developer shall survive and continue after such termination; and

iv. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.

b. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Project on the Development Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the Plat in the office of the Wabasha County Recorder as required herein within one (1) year after approval of the final Plat by the City Council.

c. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

34. **ADOPTED BY REFERENCE.** The provisions of the City's Code, Chapters 161 and 162 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's Code, the City Code shall govern.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEVELOPER:

_____

BY: Bigelow Homes LLC.
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ the _____ of _____, a _____ under the laws of the State of _____, on behalf of the _____ and pursuant to the authority granted by its _____s.

_____
NOTARY PUBLIC

CITY OF WABASHA

BY: _____
Emily Durand, Its Mayor

(SEAL)

AND _____
Caroline Gregerson, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Emily Durand and by Caroline Gregerson, the Mayor and City Administrator of the City of Wabasha, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Wabasha
City Clerk
Wabasha City Hall
900 Hiawatha Drive East Wabasha, MN 55981
651-565-4568

FEE OWNER CONSENT
TO
DEVELOPMENT AGREEMENT

_____, fee owners of all or part of the subject Development Property, the development of which is governed by the foregoing Development Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject Development Property owned by them.

Dated this _____ day of _____, 20_____.

_____

_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Wabasha
City Clerk
Wabasha City Hall
900 Hiawatha Drive East Wabasha, MN 55981
651-565-4568

MORTGAGEE CONSENT
TO
DEVELOPMENT AGREEMENT

_____, which holds a mortgage on the subject Development Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 20_____.

_____

_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Wabasha
City Clerk
Wabasha City Hall
900 Hiawatha Drive East Wabasha, MN 55981
651-565-4568

CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT AGREEMENT

_____, which/who has a contract purchaser's interest in all or part of the subject Development Property, the development of which is governed by the foregoing Development Agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject Development Property in which there is a contract purchaser's interest.

Dated this _____ day of _____, 20_____.

_____

_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of Wabasha
City Clerk
Wabasha City Hall
900 Hiawatha Drive East Wabasha, MN 55981
651-565-4568

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Legal Description of Development Property Being Final Platted as
EAGLES BASIN TOWNHOMES

Block 1, Lots, 1,2,3,4,5,6,7,8,9,10,11,12,and 13. of EAGLES BASIN TOWNHOME according to the plat thereof on file and of record in the Office of the County Recorder, Wabasha County, Minnesota.

EXHIBIT B
TO
DEVELOPMENT AGREEMENT

AFFADAVITS

Pursuant to the Development Agreement, prior to acceptance of the improvements by the City, the Developer must complete and furnish the following affidavits:

- Contractor's Certificate;
- Land Surveyor's Certificate; and
- Developer's Certificate;

in substantially the form provided herein, certifying that all construction has been completed in accordance with the terms of the Development Agreement.

CONTRACTOR'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20___, by and between the City of Wabasha (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, and that the Project improvement work substantially conforms to the approved plans for the required improvements for the above-referenced Project and in accordance with the City Code (Chapter _____), City standard specifications for utilities and street construction, and the City's engineering standard specifications

I/we certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Contractor agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Contractor is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Wabasha City Code, Chapter ____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of Wabasha to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S CONTRACTOR:

_____

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. the _____ of _____, a Minnesota _____, on behalf of _____.

.

_____
Notary Public

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED is a Registered Land Surveyor. The plat of _____ Addition was graded in accordance with the grading plan approved by the City for the plat prepared by _____ dated _____. The undersigned certifies that the "record" grading plan dated _____ is accurate and was prepared by the undersigned or under the undersigned's direction. The record grading plan includes field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations and house pads. All lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

Dated: _____.

_____
REGISTERED LAND SURVEYOR

Registration No. _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.

_____
Notary Public

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20___, by and between the City of Wabasha (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Project improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Project improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Wabasha City Code, Chapter ____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of Wabasha to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER:

_____

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. the _____ of _____, a Minnesota _____, on behalf of _____.

_____
Notary Public

EXHIBIT C
TO
DEVELOPMENT AGREEMENT

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Wabasha
Wabasha City Hall
900 Hiawatha Drive East Wabasha, MN 55981

Dear Sir or Madam:

We hereby issue, for the account of ___(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of__(Name of Bank)____";

b) Be signed by the Mayor or City Administrator of the City of Wabasha.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Wabasha City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Wabasha City Administrator, Wabasha City Hall, 900 Hiawatha Drive East, Wabasha, MN 55981, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

_____Its_____

EXHIBIT D
TO
DEVELOPMENT AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the CITY OF WABASHA, a Minnesota municipal corporation (the "City"), whose address is 830 Whitewater Avenue, Wabasha, MN 55972-1129; _____, a _____ under the laws of the State of Minnesota (the "Developer"), whose address is; and (the "Bank" or "Escrow Agent"), as Escrow Agent in connection with the development of a _____ known as _____ (the "Project") located at _____, Wabasha, County, Minnesota.

RECITALS

WHEREAS, the Developer has received final plat approval from the City for the development of the Project as set forth on the final plat entitled "_____", dated _____, 20____, (the "Final Plat"); and

WHEREAS, as a condition of Final Plat approval, the Developer and City have also entered into that certain Development Agreement, dated _____, 20____, (the "Development Agreement"); and

WHEREAS, the Developer pursuant to Wabasha City Code, the Development Agreement, Final Plat and other City approvals, at its own expense, is required to complete the construction of certain public improvements (the "Improvements" or "work") as part of the Project; and

WHEREAS the Parties to this Escrow Agreement wish to establish a mechanism to secure the obligations of the Developer for the work as set forth above and to provide the City a financial guarantee to assure the satisfactory completion of the required Improvements; and

WHEREAS, pursuant to Wabasha City Code and the Development Agreement, the Developer must provide security for construction of the required Improvements and an Escrow Account is a permissible form of security; and

WHEREAS, the Developer desires to provide the required Improvements and has established an Escrow Account with the Bank for such purpose; and

WHEREAS, the Bank executes this Escrow Agreement solely in the capacity of Escrow Agent.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties contained herein, each does hereby covenant and agree with the others as follows:

1. Incorporation of Recitals and Documents. The recitals set forth above are acknowledged by the Parties to be true and correct and are hereby incorporated herein by reference. The following documents referred to in this Escrow Agreement are hereby made a part hereof by reference:

    a. Development Agreement;
    b. Final Plat; and
    c. Wabasha City Code, Chapter 161 and 162.

2. Escrow Account/Funds Amount. To guarantee compliance with the terms of the Development Agreement, the Developer has established an Escrow Account with the Bank and agrees to deposit cash escrow funds in U.S. Dollars into the established Escrow Account with the Bank in that amount required by the Development Agreement, which is $_____ (the "security"). The security shall be deposited into the established Escrow

Account prior to or at the time of Final Plat approval. The Developer shall obtain a letter from the Bank addressed to the City acknowledging Developer's creation of the required Escrow Account in the name of the City as surety deposit for the Project and verifying that the Developer has deposited the cash escrow funds in the amount of the security required in the Development Agreement. The Developer shall submit the Bank's letter to the City prior to or at the time of Final Plat Approval.

3. Disbursements from Escrow Account.

   a. The City agrees that the Escrow Account funds on deposit with the Bank shall be deposited in an interest bearing account and shall only be disbursed and used as payment for the required Improvements pursuant to the process and requirements contained in the Development Agreement and this Escrow Agreement. All interest shall accrue to the Developer at such times as the Bank pays interest, but shall remain in Trust with the Bank.

   b. The deposit of the Escrow Account funds by the Developer will be made to ensure that Developer funds are available to the City for withdrawal by the City in the event it becomes necessary for the City, in the City's judgment, to withdraw the funds in order to complete satisfactory construction of the required Improvements in accordance with the Development Agreement.

   c. The Escrow Account funds shall not be used or pledged by the Developer for any other purpose during the period the Escrow Account is in effect. Upon satisfactory completion of the required public Improvements, as shall be determined by the City Engineer or his designee in writing, money in the Escrow Account, plus any accrued interest, shall be released to the Developer in accordance with the requirements contained in the Development Agreement taking into consideration the required warranty period.

   d. In the judgment of the City, in the event the Developer defaults as the same is defined in the Development Agreement, or otherwise fails to comply with the terms of the Development Agreement, or otherwise fails to complete the required public Improvements to the satisfaction of the City Engineer in accordance with the terms of the Development Agreement and City approved plans and specifications, upon notice by the City to the Bank, the Escrow Account Funds shall be immediately, without further action, paid over to the City, in the amount requisitioned by the City, for use by the City in completion of the required public Improvements and/or to reimburse the City for any costs or expenses incurred by the City therefore.

   e. The City will also promptly submit to the Developer a copy of such notice as it files with the Bank. The consent of the Developer to payments by the Bank to the City shall not be required or solicited. The Bank shall incur no liability to the Developer on account of making such payment to the City, nor shall the Bank be required to inquire into the propriety of any claim by the City of default on the part of the Developer or into the use of such funds by the City in completing such Improvements. The Bank shall not refuse or delay to make such payments to the City when requested by the City by an appropriate notice, and the Developer will not interfere with, object to or otherwise hinder such payments by the Bank to the City.

   f. Any work to be performed by the City pursuant hereto shall be let on a contractual basis as required by governing law, or on a time and material basis or shall be performed by the City with its own personnel and equipment or shall be accomplished in such a manner as in the judgment of the City shall accomplish the work expeditiously and economically.

   g. The City shall be the sole beneficiary of the Escrow Account and shall have sole power to draw upon funds from the Escrow Account in accordance with the terms of the Development Agreement and this Escrow Agreement.

   h. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the above-stated cost. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the amount retained in the Escrow Account, after the time of completion.

i. All disbursements under this Escrow Agreement from the Escrow Account shall be made by and through the Escrow Agent in accordance with the terms of the Development Agreement and this Escrow Agreement.

j. If monies are released by the Bank to the City pursuant to this Escrow Agreement and it shall later develop that a portion of the released monies are surplus to the City's needs, any such surplus shall be returned by the City to the Bank to be held and distributed by the Bank pursuant to the terms of the Development Agreement and this Escrow Agreement.

k. In the event that the Developer furnishes the City with an Irrevocable Letter of Credit, in a form and substance satisfactory to the City, as replacement security for the funds escrowed hereunder, and the City concludes that it is beneficial to the City to do so, the City may release all or a portion of the funds escrowed by this Escrow Agreement and accept the Irrevocable Letter of Credit, provided the Bank reconfirms, in writing its commitment to the terms and conditions contained herein.

4. Bank as Escrow Agent.

a. As Escrow Agent hereunder, the Bank, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.

b. The Parties agree that the Escrow Agent shall be a financial institution or title company licensed and registered to operate in the State of Minnesota and shall be acceptable to the City.

c. The Developer shall indemnify and hold harmless the Bank against any loss, damage or liability, including, without limitation, attorney's fees which may be incurred by the Bank in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the Bank. It is further understood by the Developer that if, as the result of any disagreement between it and any other party or adverse demands and claims being made by it or anyone else upon the Bank, or if the Bank otherwise shall become involved in litigation with respect to this Escrow Agreement, the Developer agrees that it shall reimburse the Bank on demand for all costs and expenses, including, without limitation, attorney's fees, the Bank shall incur or be compelled to pay by reason of such dispute or litigation, including reasonable compensation for time expended in connection with any such dispute or litigation.

d. The Developer shall indemnify and hold harmless the City against any claim, loss, damage or liability, including, without limitation, attorney's fees, which may be incurred by or brought against the City in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the City.

e. All indemnification obligations shall survive termination, expiration or cancellation of this Escrow Agreement.

f. The Bank, acting as such, shall not be liable to anyone by reason of an error or judgment, a mistake of law or fact, or for any act done or step taken or omitted in good faith, and this provision shall survive the termination of this Escrow Agreement.

g. At the time the last of the escrowed funds are released and disbursed by the Bank in accordance with this Escrow Agreement, the Bank shall be discharged from any obligation under this Escrow Agreement.

h. In accordance with the provisions above, the Bank may rely upon and shall be protected in acting upon any statement, instrument, opinion, notice, request, order, approval or document believed by the Bank to be genuine and to have been signed or presented by the proper party or parties.

i. The Escrow Agent shall keep records of all requests and transactions made from the Escrow Account, which records may be inspected by the Developer and the City Engineer, respectively, immediately upon request by either Party to the Escrow Agent.

j. The Developer is responsible for all costs and fees payable to the Escrow Agent for service rendered by the

Bank in accordance with this Escrow Agreement.

5. Substitution or Resignation of Bank. The Bank reserves the right to withdraw from this Escrow Agreement and cease serving as Escrow Agent hereunder at any time by giving thirty (30) days written notice thereof to the Developer and City. Upon notice of resignation by the Bank, the Developer agrees to find within ten (10) days of such notice a replacement Escrow Agent acceptable to the City. The Bank agrees to deliver the escrowed funds then held by the Bank to such replacement escrow holder and notify all parties hereto. The Bank shall thereupon be released from any and all responsibility or liability to the Parties hereto. If the Developer fails to appoint a replacement escrow agent within such ten (10) day period, the Bank shall petition any court having jurisdiction for the appointment of a successor escrow agent or for instructions as to the disposition of the documents and moneys held by it under this Escrow Agreement. In any event such court appoints a successor escrow agent, the Bank shall deliver the escrowed funds then held pursuant to this Escrow Agreement, and all records and other documents held by it under this Escrow Agreement, upon payment of all fees and expense reimbursements due to the Bank, to such successor escrow agent and the Bank shall thereby be released from any and all responsibility or liability to the Parties hereto. Pending such appointment or instructions, the Bank shall continue to be bound by the terms of this Escrow Agreement.

6. Notices. Any notice provided for or permitted under this Escrow Agreement, unless otherwise provided herein, will be treated as having been received (a) when delivered personally, (b) when sent by confirmed facsimile or (c) three (3) days following when sent by certified mail, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this paragraph (except that the Escrow Agent shall not be bound by or required to act upon any notice unless and until actually received by it).

   a. If to the Developer, at:

      _____
      _____
      _____
      _____

   b. If to the City, at:

      City Clerk
      Wabasha City Hall
      900 Hiawatha Drive East
      Wabasha, MN 55981

   c. If to the Escrow Agent, at:

      _____
      _____
      _____
      _____

   Such notice will be treated as having been received upon actual receipt if actual receipt occurs earlier than as provided in clauses (a) through (c) hereof. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless delivered to an officer of the Escrow Agent having responsibility under this Agreement.

7. Termination. This Escrow Agreement shall terminate and be of no force or effect upon the completion of the terms and conditions contained herein and completion of the retained security requirements (retainage) contained in the Development Agreement; provided however, that the security requirements for the warranty period required in the Development Agreement are otherwise provided for in a manner acceptable to the City and in accordance with the Development Agreement. Subject to the retainage requirements contained in the Development Agreement, in the event that the security requirements for the warranty period required in the Development Agreement are not otherwise provided for in an alternate manner acceptable to the City, this Escrow Agreement shall not terminate until the expiration of the required warranty period, except that the amount of the security remaining in the Escrow Account for

the warranty period shall be as provided in the Development Agreement.

8. General Terms.

a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Escrow Agreement and understand fully the contents thereof; that in executing this Escrow Agreement they voluntarily accept all terms described in this Escrow Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Escrow Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Escrow Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. Successors and Assigns. This Escrow Agreement may not be assigned by the Developer or Bank without the prior written consent of the City. This Escrow Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Escrow Agreement as a third-party beneficiary or otherwise.

d. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.

e. Governing Law. This Escrow Agreement shall be deemed to have been made and accepted in Wabasha County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Escrow Agreement without regard to its choice of law or conflict of laws principles.

f. Data Practices. The parties acknowledge that this Escrow Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

g. No Waiver. Nothing in this Escrow Agreement shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise. No waiver by any party to this Escrow Agreement of any condition or of any breach of any provision of this Escrow Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Escrow Agreement.

h. Entire Agreement. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Escrow Agreement.

i. Headings and Captions. Headings and captions contained in this Escrow Agreement are for convenience only and are not intended to alter any of the provisions of this agreement and shall not be used for the interpretation of the validity of the agreement or any provision hereof.

j. Cooperation. The parties hereto agree to cooperate with one another in the performance of their respective obligations and responsibilities set forth in this Escrow Agreement. The parties further agree to execute and deliver such other and additional documents and instruments as may be reasonably necessary to accomplish the purposes of this Escrow Agreement.

k. No joint venture or partnership. The parties hereto agree that they will be independent contractors in performing their respective obligations under this Escrow Agreement. This Escrow Agreement is not intended to create nor does it create, a relationship of partners or joint ventures between the parties hereto.

l. Severability. The invalidity or unenforceability of any provision of this Escrow Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed

severed from this Agreement to the extent of its invalidity or unenforceability, and this Escrow Agreement shall be construed and enforced as if the agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

m. Force Majeure. Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment, or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.

n. Compliance with Laws. The parties hereto shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the subject matter hereof.

o. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

p. Execution. This Escrow Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart, facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEVELOPER:_____

By: _____
_____, It _____

CITY: CITY OF WABASHA

By: _____
Emily Durand, Its: Mayor

By: _____
Caroline Gregerson, Its: City Administrator

BANK/ESCROW AGENT: _____
_____

By: _____
_____, It _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ the _____ of _____, a _____ under the laws of the State of _____, on behalf of the _____ and pursuant to the authority granted by its _____.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF CITY

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Emily Durand the Mayor and Caroline Gregerson the City Administrator of the City of Wabasha, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF BANK

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ the _____ of _____, a _____ under the laws of the State of *Minnesota*, on behalf of the _____ and pursuant to the authority granted by its _____.

_____
NOTARY PUBLIC

City Council Regular **10. 2.**

Meeting Date: 05/07/2024

ITEM TITLE: Discuss approval of additional items to Downtown Street Project and approve request for additional loan funds from PFA.

DEPARTMENT: Public Works

PURPOSE:

Discuss several items pertaining to the downtown street construction project.

ITEM SUMMARY:

There are items that Tony will touch on first, followed up by Brian Malm.

(Tony) After plowing snow this past winter, I have come to realize that the bump-outs are not entirely as bad to work with as I originally thought. We have heard nothing but compliments since the new ones were installed on Main Street. With the addition of the bump-out at 3rd and Pembroke to help provide more safety for St. Felix school/church area, we feel the need to add in the bump-out at 2nd Street/Pembroke that was taken out of the plans earlier. 2nd Street is very wide at this intersection, and the stop signs are very much out of site, and pedestrians have a long area to cross. Wabasha County has expressed their concern that we were not putting a bump-out at this location. Our feeling is, now is the time to do it, and it would match the new intersections both on Main Street and 3rd Street. The other two sections to decide on are Alleghany Ave and Pembroke Ave, which are on the edge of the construction area. If we finish the Alleghany Avenue section, it would connect Main Street and Big Jo Alley in a more complete way. (see plan). The other section would be new pavement from the construction limit, to the 2022 construction limit of Big Jo Alley. I would rather not leave 80 ft of old pavement remaining. This area is located near the rear entrance to the post office. Brian will go over cost estimates for all three projects.

There are enough funds to work with that we would need to borrow additional funds from PFA for the water utility connections only. These additions would add about $16,000 per year in additional borrowing. This would add about a 3.9% increase to the project's borrowing.

STAFF RECOMMENDATION:

Staff recommends approval of all three add-on projects to improve safety and complete the area around the main construction project.

Attachments

cost summary

debt service summary

Alleghany Ave

Additional Cost Summary

2023 Street & Utility Improvements
City of Wabasha, MN
SAP 079-658-004 & 079-665-002
BMI Project No. H19.120756

5/1/2024

Required Added Items	
Downtown Building Water Services (2" upgrade and interior connection)	$246,451.00
Limestone Seat Wall Revision	$10,712.00
3rd St and Pembroke Ave Bumpout Addition	$31,116.00
Total Required Added Costs	**$288,279.00**

Recommended Added Items	
2nd St and Pembroke Ave Bumpout Addition	$45,600.00
Pembroke Ave Pavement from Main St to Big Jo Alley	$12,100.00
Alleghany Ave Sidewalk & Pavement from Main St to Big Jo Alley	$37,200.00
Total Recommended Added Costs	**$94,900.00**

Possible Reduced Costs	
Subtract Alleghany Alley	-$24,212.00
Total Reduced Costs	**-$24,212.00**

Total Required, Recommended, and Reduced Costs	
Required	$288,279.00
Recommended	$94,900.00
Reduced	-$24,212.00
Total	**$358,967.00**

Additional Cost Funding Eligibility	
PFA Drinking Water	$246,451.00
Roadway-Local Funding	$112,516.00
Total	**$358,967.00**

Recommend Additional PFA Loan Funding, not enough contingency in PFA funding
Contingency in local funding is $135,000. Doesn't leave any room for other overruns.

Debt Service Summary - Additional Water Service Costs

2023 Street & Utility Improvements

City of Wabasha, MN

SAP 079-658-004 & 079-665-002

BMI Project No. H19.120756

5/1/2024

Loan/Bond	Annual Debt Service
PFA Clean Water Loan (1)	$128,651.00
PFA Drinking Water Loan (1)	$178,317.00
City Bond (2)	$108,115.00
Current Total	**$415,083.00**
Additional Water Services (3)	$16,037.00
New Total	**$431,120.00**
Increase	3.9%

(1) 20 yr term, 2.5% interest

(2) Variable payment bond. Average of variable annual payments over 20 year period per bond payment schedule.

(3) $250,000 Principal, 20 yr term, 2.5% interest



H:\WABASHA_CI_MN\H19120756\CAD\C3D\MISC-120756-PCE Exhibit January 2024.dwg 1/29/2024 2:33:19 PM

City Council Regular **10. 3.**

Meeting Date: 05/07/2024

ITEM TITLE: Flood damage purchases - reimbursed FEMA funds

DEPARTMENT: Public Works

PURPOSE:

Discuss several projects that we have received funding for through FEMA. It's been a long process but we are finally able to make damage repairs/replacements.

ITEM SUMMARY:

The damaged center section of the skateboard park has been approved and reimbursed for replacement. That cost is $42,175.18. Volleyball sugar sand has been approved and ordered for the amount of $3,300. Malone Park lighting has been approved for replacement. Demand electric was the cheaper of two quotes for $29,930.

Total expenditure of $72,105.18

On a separate issue, the funding for the relocation of the current skate park up to the new Athletic Complex was not approved by FEMA. I've attached two engineer estimates for a new pad to install the equipment between the old city hall garage and Hiawatha Drive. This would create an easy access right by the current sidewalk. There is an option for asphalt and one for concrete. Obviously asphalt will require more maintenance over it's lifespan, and we have issues with our current asphalt pad due to large cracking. Wheels catch the cracks easy and we try to do what we can to keep them filled with material. The viable option would be for the Public Works crew to site prep, prepare the base material, and hire a local contractor to perform the concrete work, trying to save $$$. Due to our schedule, timing on this option is unstable. The other option would be to approve the pad through the Athletic Complex project and have Pember complete the job. Caroline can go over where we sit with current funding.

STAFF RECOMMENDATION:

Motion to approve the noted purchases that are above and beyond the $5,000 limit for staff. Determine concrete versus asphalt. Review proposed location.

ACTION REQUIRED:

Motion to approve the noted purchases that are above and beyond the $5,000 limit for staff.

Attachments

Center section quote

skateboard park relocation drawing

Asphalt/concrete alternates

Key electric quote

Demand Electric quote

Skate Park Location

Skate Park Location

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

Quote #	FOB	Date
Q27908	Wabasha, MN	10-25-23

Item	Obstacle	Height	Width	Length	X Series
1	Half Pipe	4.0'	16.0'	34.0'	$71,376.44
2	Bank Ramp	4.0'	8.0'	9.0'	$6,223.05
3	Quarter Pipe	4.0'	8.0'	11.0'	$12,771.04
4	Centerset	2.0'	20.0'	20.0'	$42,175.18
5	Grindbox	1.0'	4.0'	8.0'	$4,861.29
6	Grind Rail (Round)	1.0'	2"	8.0'	$760.80
7	Grind Rail (Square)	1.0'	3"	10.0'	$1,268.00
	TOTAL				**$139,435.80**

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- Item reference of existing skatepark showing in Attachment A.
- This quote includes prevailing wage.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

Signature Date

Sourcewell
Awarded Contract
Contract # 112420-ARC

Purchase through our competitively bid government Sourcewell contract.

This page is the creative property of American Ramp Company. It cannot be copied or redistributed.

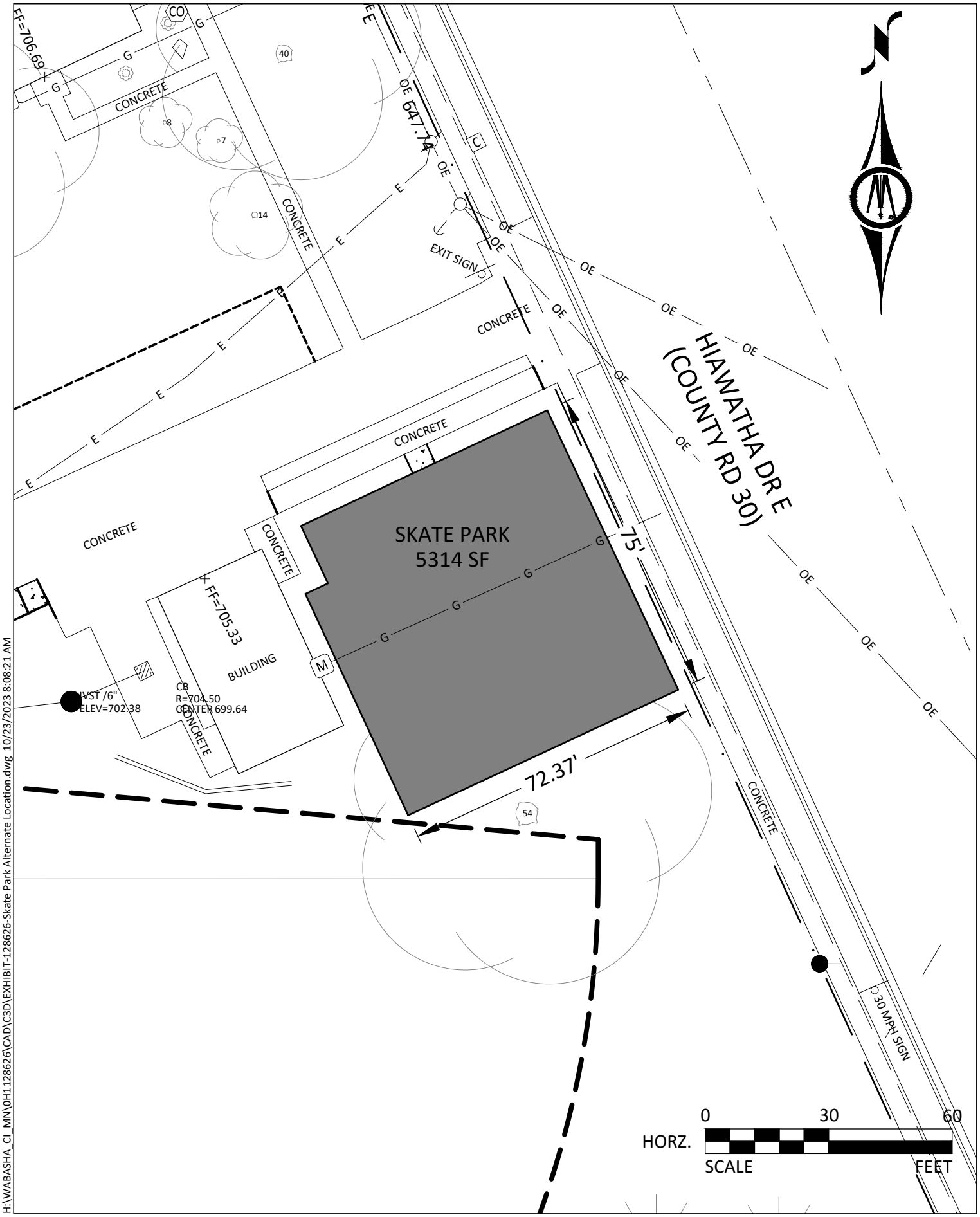
601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

Attachment A



This page is the creative property of American Ramp Company. It cannot be copied or redistributed.



H:\WABASHA_CI_MN\0H1128626\CAD\C3D\EXHIBIT-128626-Skate Park Alternate Location.dwg 10/23/2023 8:08:21 AM

PRELIMINARY ENGINEER'S ESTIMATE

WABASHA ATHLETIC PARK - SKATE PARK
CITY OF WABASHA, MN
BMI PROJECT NO.: <0H1.128626>

UPDATED: 10-20-2023

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
BASE PROJECT					
STREET AND SITE					
1	MOBILIZATION	1	LS	$5,000.00	$5,000.00
2	TREE TRIMMING / CLEAR & GRUB	2	EA	$1,250.00	$2,500.00
3	COMMON EXCAVATION	160	CY	$25.00	$4,000.00
4	AGGREGATE BASE CLASS 5 (8")	110	CY	$38.00	$4,180.00
5	BITUMINOUS PAVEMENT (3")	430	SY	$24.50	$10,535.00
6	CONC WALK (4")	25	SF	$12.00	$300.00
7	TURF ESTABLISHMENT, INCLUDING TOPSOIL	1	LS	$2,500.00	$2,500.00
8	EROSION CONTROL	1	LS	$3,500.00	$3,500.00

CONSTRUCTION SUBTOTAL:	$32,515.00
CONSTRUCTION CONTINGENCIES (10%):	$3,300.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$35,815.00**

PRELIMINARY ENGINEER'S ESTIMATE

WABASHA ATHLETIC PARK - SKATE PARK
CITY OF WABASHA, MN
BMI PROJECT NO.: <0H1.128626>

UPDATED: 10-20-2023

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
BASE PROJECT					
STREET AND SITE					
1	MOBILIZATION	1	LS	$5,000.00	$5,000.00
2	TREE TRIMMING / CLEAR & GRUB	2	EA	$1,250.00	$2,500.00
3	COMMON EXCAVATION	105	CY	$25.00	$2,625.00
4	AGGREGATE BASE CLASS 5 (4")	65	CY	$38.00	$2,470.00
5	CONCRETE PAVEMENT (4")	430	SY	$65.00	$27,950.00
6	CONC WALK (4")	25	SF	$12.00	$300.00
7	TURF ESTABLISHMENT, INCLUDING TOPSOIL	1	LS	$2,500.00	$2,500.00
8	EROSION CONTROL	1	LS	$3,500.00	$3,500.00

CONSTRUCTION SUBTOTAL:	$46,845.00
CONSTRUCTION CONTINGENCIES (10%):	$4,700.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$51,545.00**

April 30, 2024

City of Wabasha
900 Hiawatha Dr E
Wabasha Mn 55981
Attn: Tony Johnson

RE: Malone Park Light Poles New Wiring Between Poles

We are pleased to submit an estimate for the following.

- Install (1,700) feet of new underground between existing light poles.
- Install (15) new 100w LED path lights on wooden poles 10’ above grade.
- Install (15) new 6x6 cedar tone treated 14’ poles 4’ deep.
- New path lights will have individual photo eyes and new piping on pole.
- Post receptacles will be converted back to light poles.
- All wiring will be in PVC raceways with copper conductors.
- Conductors will be sized to minimize voltage drop.

Our price is **Twenty-Nine Thousand Nine Hundred and Thirty Dollars ($29,930.00). Price includes Labor, Material, Tax and Inspection**.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

KEY Electric and Automation, Inc.

Brad Thimmesch
Service Manager

Demand Electric LLC
5 North Drive
Wabasha, MN 55981

Estimate

ESTIMATE # 1212
DATE 06/20/2023

ADDRESS
City Of Wabasha
PO Box 268
Wabasha, MN 55981

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/19/2023	**Scope of Work**	replace light poles, replace conduit at pole and replace lights malone park walk. using existing underground wire	1	19,775.00	19,775.00
	Scope of Work	replace light poles, replace conduit at pole and replace lights malone park walk. replacing wire pole to pole	1	35,775.00	35,775.00

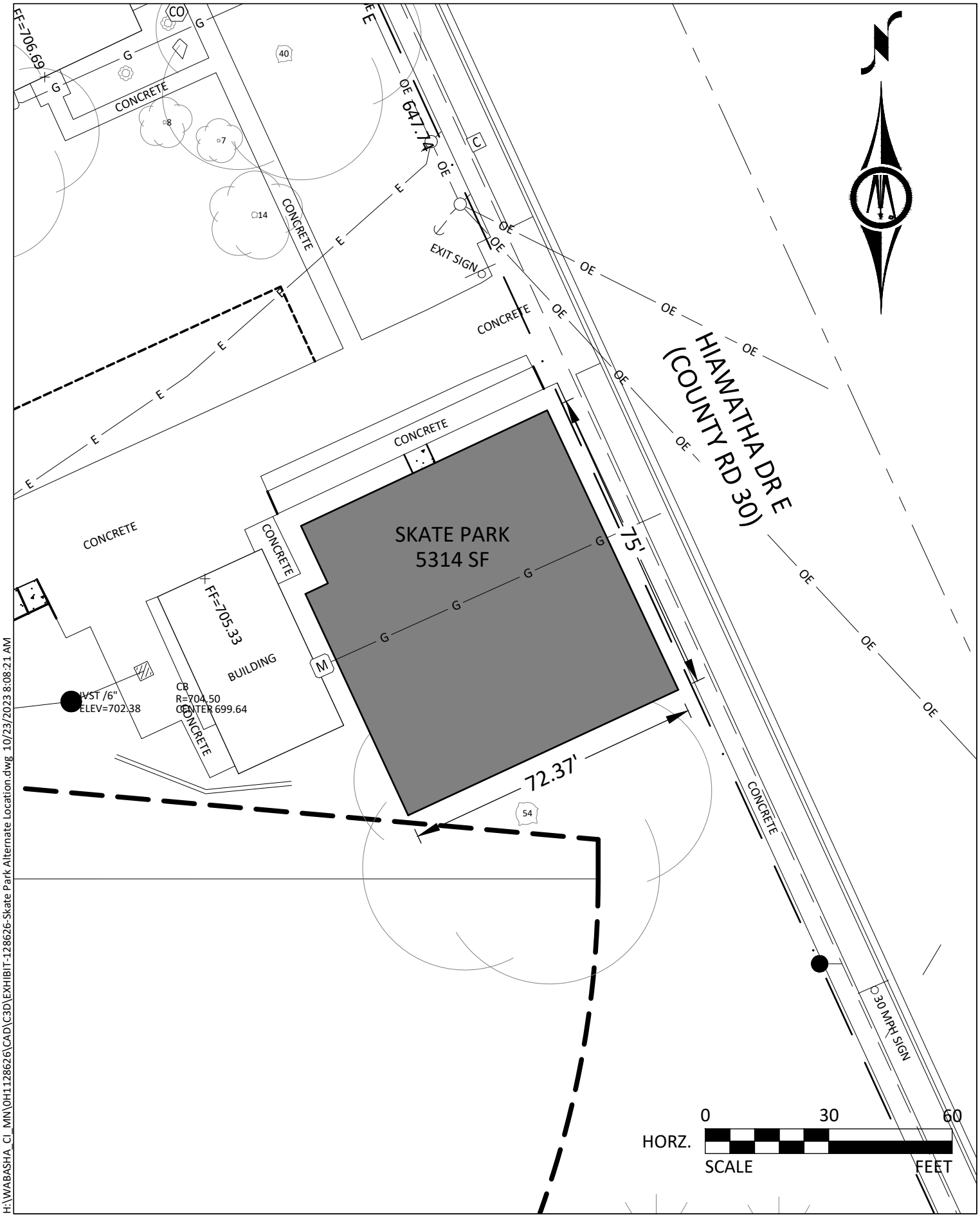
TOTAL **$55,550.00**

Accepted By

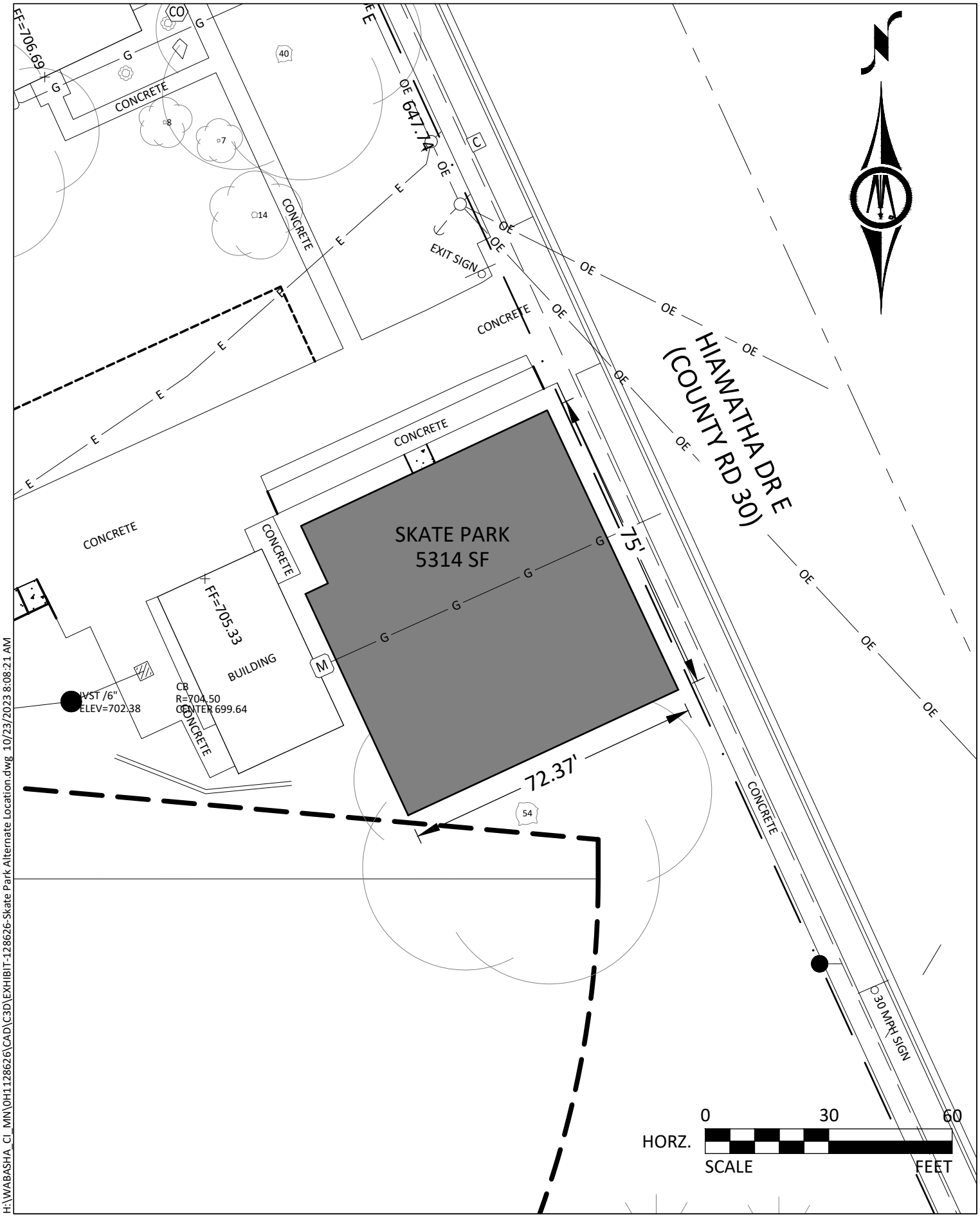
Accepted Date

demandelectricmn@gmail.com
(651) 560-4300

THANK YOU FOR YOUR BUSINESS!



H:\WABASHA_CI_MN\0H1128626\CAD\C3D\EXHIBIT-128626-Skate Park Alternate Location.dwg 10/23/2023 8:08:21 AM



H:\WABASHA_CI_MN\0H1128626\CAD\C3D\EXHIBIT-128626-Skate Park Alternate Location.dwg 10/23/2023 8:08:21 AM

City Council Regular **10. 4.**

Meeting Date: 05/07/2024

ITEM TITLE: Hockey rink/basketball paint striping discussion

DEPARTMENT: Administration

PURPOSE:

Discuss additional striping for the hockey rink - pickleball or roller hockey and basketball.

ITEM SUMMARY:

Discussion has been had about striping for the new hockey rink between several sports. We initially thought that the basketball striping was included in the price of the new complex, but have been informed by our engineer that it was completed in the drawings, but was not a bid item. So, we all need to make a decision on what striping we want to complete, and what the cost is. The engineer's office will not be able to provide us with costs until a later date due to the short period of time between our last meeting and getting that info onto the council agenda. Councilperson Wodele has expressed interest from a group in summer roller hockey, which may require hockey rink striping. Councilperson Sulla has expressed interest from their group in additional pickleball striping in the open space next to the basketball court, IN the hockey rink. And the basketball nets/hoops have already been installed, which I believe we would want basketball striping. The question is, does anyone have input on where we should go from here? I do realize that without a cost, it is hard to make a decision, and we have not had time to get this before the park board until May 15th. Just in the last couple of weeks, a lot of interest has come out in several sports, and we anticipate more in the future. I have attached a sample picture of a multi-use sports court. The new tennis courts and pickleball courts will be painted and striped and that cost IS in the current plan.

Attachments

Sample pic 1


DAIDO HIGH SCHOOL
SPORT COURT

City Council Regular **10. 5.**

Meeting Date: 05/07/2024

ITEM TITLE: Reclassification for Assistant Public Works Director

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Riley Costello presented a request to Administrator Gregerson and Public Works Director Johnson for consideration for approval of a reclassification for the Assistant Public Works Director, due to additional job duties added to the position, including emergency management director. Change would remove this as an appointed volunteer position and incorporate it into the day-to-day functions of the Assistant Public Works Director. The recent flood experience made it evident that to successfully respond to FEMA requirements for grant management, this job duty should be incorporated into day to day functions. We anticipate they will also project manage resiliency flooding on behalf of the City, which will include a number of public works projects to prepare for future flooding. Public Works Director Johnson approves the re-class due to additional duties that this position has taken on beyond just Emergency Management Director. Administrator Gregerson presented additional job duties to consultant David Drown Associates who has completed the following analysis attached which recommends a re-class Grade 10 (currently a Grade 8) and affirms it meets pay-equity standards, based on current job standards. Any budget adjustment incorporated in this year's Emergency Management budget, which has additional administrative revenue. In future years, will be incorporate public works and emergency management budget.

COMMITTEE RECOMMENDATION:

If Council feels that this needs to go to ad-hoc personnel, this is an option. Would need to recommend who is on ad-hoc personnel and allow for ad-hoc personnel to make a final decision on the matter. Or personnel can make a recommendation and send it back to Council.

Attachments

David Drown Associates Memo on Emergency Management Director and Assistant Public Works Director

Assistant Director of Public Works Position Description

DDA
Human Resources, Inc.
a David Drown Associates Company

TO: **CAROLINE GREGERSON, CITY ADMINISTRATOR**

FROM: **DR. TESSIA MELVIN, DDA MANAGEMENT CONSULTANT**

DATE: **MAY 2, 2024**

SUBJECT: EMERGENCY MANAGEMETN DIRECTOR AND ASSISTANT PUBLIC WORKS DIRECTOR

The current Assistant Director of Public Works is graded at a Grade 8 based on the job description, internal equity and market competitiveness.

In 2023, the Assistant Director of Public Works was asked to take on the additional duties and responsibilities of an Emergency Management Director, see updated job description to highlight additional duties, responsibilities and education.

As part of pay, the Assistant Public Works Director received an additional stipend for the duties performed under the Emergency Management Director.

Based on the increased duties, responsibilities, impact on end results, education and independence of actions, DDA would recommend a Grade 10.

Dr. Tessia Melvin, DDA Management Consultant

tessia@daviddrown.com

CITY OF WABASHA

Eagle Capital of America

Job Class 10

POSITION TITLE: ASSISTANT DIRECTOR OF PUBLIC WORKS AND EMERGENCY MANAGEMENT DIRECTOR

DEPARTMENT: PUBLIC WORKS

SUPERVISOR: PUBLIC WORKS DIRECTOR

POSITION TYPE: PERMANENT FULL-TIME, EXEMPT

OVERVIEW OF POSITION:

The Assistant Director of Public Works serves as the project manager and lead worker providing work direction to a crew of workers comprised of City employees, volunteers, and external contractors who possess diverse skill sets. Additionally, the Assistant Director of Public Works may be responsible for keeping accurate records of labor, material, and equipment expenses that are incurred in the performance of work tasks/ projects. Employees of this class are responsible for on-site supervision and for obtaining effective and efficient performance from Public Works staff in carrying out assigned tasks. Provide leadership to assigned work. Complete operational project work and deliver high-quality service to the public. Starting salary is $33.57 plus competitive benefits.

This position current serves as the Emergency Management Director for the City. The Emergency Manager will act as the representative for the City of Wabasha in regards to any recovery efforts dealing with both state (ex. MN HSEM) and federal (ex. FEMA) entities both during and after a declared local, state, and/or federal disaster.

ESSENTIAL JOB FUNCTIONS:

The Emergency Management Director shall represent the city on any regional or state conference for emergency management. The Director shall develop proposed mutual aid agreements with other political subdivisions of the state for reciprocal emergency management aid and assistance in an emergency too great to be dealt with unassisted, and shall present these agreements to the Council for its action. These arrangements shall be consistent with the State Emergency Plan.

- The Director shall make studies and surveys of the human resources, industries, resources, and facilities of the city as deemed necessary to determine their adequacy for emergency management and to plan for their most efficient use in time of an emergency or disaster. The Director shall establish the economic stabilization systems and measures, service staffs, boards, and sub-boards required, in accordance with state and federal plans and directions subject to the approval of the Mayor.

- The Director shall prepare a comprehensive emergency plan for the emergency preparedness of the city and shall present the plan to the Council for its approval. When the Council has approved the plan, it shall be the duty of all city agencies and all emergency preparedness forces of the city to perform the duties and functions assigned by the plan as approved. The plan may be modified in like manner from time to time.
  The Director shall coordinate the emergency management activities of the city to the end that they shall be consistent and fully integrated with the emergency plans of the federal government and the state and correlated with emergency plans of the county and other political subdivisions within the state.
- In accordance with the State and City Emergency Plan, the Director shall institute training programs, public information programs and conduct practice warning alerts
  and emergency exercises as may be necessary to assure prompt and effective operation of the City Emergency Plan when a disaster occurs.
- The Director shall utilize the personnel, services, equipment, supplies, and facilities of existing departments and agencies of the city to the maximum extent practicable. The officers and personnel of all city departments and agencies shall, to the maximum extent practicable, cooperate with and extend services and facilities to the
  city's emergency management organization and to the Governor upon request. The head of each department or agency in cooperation with the Director shall be responsible for the planning and programming of those emergency activities as will involve the utilization of the facilities of the department or agency.
- The Director shall, in cooperation with those city departments and agencies affected, assist in the organizing, recruiting, and training of emergency management personnel, which may be required on a volunteer basis to carry out the emergency plans of the city and state. To the extent
  that emergency personnel are recruited to augment a regular city department or agency
  for emergencies, they shall be assigned to the departments or agencies and shall be under the administration and control of the department or agency.
- Consistent with the state emergency services law, the Director shall coordinate the activity of municipal emergency management organizations within the city and assist in establishing and conducting training programs as required to assure emergency operational capability in the several services as provided by M.S. § 12.25, as it may be amended from time to time.
- The Director shall carry out all orders, rules, and regulations issued by the Governor with reference to emergency management.
- The Director shall prepare and submit reports on emergency preparedness activities when requested by the Mayor.

The Assistant Director of Public Works acts as the project manager and leads in providing work direction to others as a primary function of the position. Accordingly, and under general supervision, the Assistant Director of Public Works is expected to be able to perform the duties of the job with a substantial degree of independence and discretion.

- Identify equipment, material, and supply needs on a daily or project basis; ensure availability of needed equipment and materials.
- Recommend short and long-term project plans and/or budget needs to the Director and City Administrator.
- Coordinate and evaluate the work of external contractors to ensure compliance with City specifications and OSHA/City safety standards.
- Record maintenance and operation data in an electronic tracking system.
- Responsible for supervising and directing general maintenance/public works activities.
- Vast knowledge of functions related to the Public Works Division including, but not limited to, street and utility infrastructure, parks management, campgrounds, boat launches, pool operation, and

management.

- Operate a variety of highly complex equipment in repairing, installing, removing, and maintaining infrastructure, easements, and parks.
- Display good customer service through courteous and prompt attention to public complaints and concerns.
- Analyze and solve operational problems and/or public concerns using acquired knowledge and experience.
- In collaboration with the Director, create and manage project-specific and department-level budgets.
- Takes the lead on snow removal operations working with the Director on planning the response.
- Can obtain class D water/wastewater system certifications and up to class C wastewater certification with additional training and incentive pay.
- Takes the lead on the Municipal pool operations, preparation, and maintenance tasks.
- Performs other duties as assigned or necessary.

ESSENTIAL PHYSICAL REQUIREMENTS:

The weight of objects to be lifted, carried, pushed, or pulled will range from ten (10) to fifty (50) pounds.

Movements such as stooping, twisting, bending, and climbing are often required. Other movements such as kneeling, crouching, and crawling are sometimes required. Audio, visual, and verbal functions (hearing, seeing, speaking) are vital aspects of this position and the ability to operate motor vehicles and various types of equipment.

The majority of the workday is spent outdoors with exposure to wet conditions, dust, noise, vibrations, fumes, and heat as well as cold. The position requires standing, walking, and sitting.

The drug and alcohol testing policies and procedures will conform to all State and Federal requirements, including Minnesota Statute 181.95 through 181.957; the Drug-Free Workplace Act of 1988; and/or the US Department of Transportation (DOT).

Public Works employees currently hired for this position must reside within an area that will allow them to report for work within thirty (30) minutes from the time notified. Those who do not currently meet this requirement shall be allowed no more than twelve (12) months after the date that they were hired to fill the position to meet this requirement. Promotions to positions may be withheld from employees whose residence would prevent them from meeting the thirty (30) minutes response time.

MINIMUM QUALIFICATIONS:

- A high school diploma or equivalent GED and five (5) years of progressive responsibility in the maintenance and repair of public infrastructure including at least one (1) year of supervisory. (longer is preferred) Progressive responsibility includes taking the lead in planning, prioritizing, overseeing, and reviewing a variety of maintenance activities and projects or an equivalent of education and experience sufficient to successfully perform the essential duties of the job. Possession of a valid State of Minnesota Class B Driver's License with air brake endorsement or to obtain within 6 months of the date of employment with the City.
- Must be able to successfully complete new employee & leadership training through the city training website within 60 days.
- Must obtain a Certified Pool Operator's license at the earliest training convenience.
- Emergency Management Training and Certification

DESIRABLE QUALIFICATIONS:

- Knowledge of municipal operations; knowledge of heavy and light equipment operations; knowledge of operating characteristics and servicing of equipment; knowledge of regulations governing equipment operations; knowledge of applicable regulatory codes and laws; ability to read and interpret engineering

and landscaping plans and specifications; Knowledge of Water, Sewer, and Storm Water operation and maintenance.
- Knowledge of OSHA regulations and safety policy.
- Knowledge of federal and state vehicle operation regulations.
- Knowledge of computer operations, viewing, and implementing GIS programs.

City Council Regular **11. 1.**

Meeting Date: 05/07/2024

ITEM TITLE: May Donations - Resolution 17-2024

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

All donations must be accepted by the City.

ACTION REQUIRED:

motion to approve Resolution 17-2024 May donations

Attachments

17-2024 May Donations

CITY OF WABASHA
RESOLUTION No. 17-2024
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**
  - $500 – Bill & Gloria Hager
  - $100 – Jean Johnstad – In memory of Walter Liebenow
  - $90 – Caryll Hammel

- **DOG PARK**
  - $250 – Heritage Laundromat (Greg Vandemark & Jane Wegener)

- **WABASHA ATHLETIC COMPLEX**
  - $5,000 – Paul & Mary Flicek
  - Sprinkler lines, heads, and the self-propelled sprinkler cart (value of $30,000) from Danckwart, Landscaping & Excavating LLC

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 May 7, 2024.

Approved:

_____
Mayor - Emily Durand

Attested:

_____
City Clerk – Wendy Busch