

WABASHA UTILITIES COMMISSION

June 30, 2025 4:00 PM

MEETING AGENDA

- 1) Call to Order and Roll Call
- 2) Changes or Additions to Agenda
- 3) Approval:
 - 1) July Warrants
 - 2) 6-2-25 UT Commission Minutes
 - 3) June Financials
- 4) Adjustment Requests
 - 1) 600 Main St W Ste 205
- 5) General Business
 - 1) Lawrence Lift Station
 - 2) 2025 Street & Utility Improvement Public Hearing
 - 3) California Overland Industrial Wastewater Pretreatment Agreement
- 6) Old Business
- 7) Other Business
- 8) Adjourn

Utilities Commission

3) 1)

Meeting Date: 06/30/2025

ITEM TITLE: July Warrants

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review & discuss any questions on the warrants.

Attachments

6-30-25 UT Warrants

CITY OF WABASHA

06/25/25 3:38 PM

Page 1

Receipts

Current Period: June 2025

Payments Batch 63025UTWARRANTS					
					\$18,965.84
<hr/>					
Refer	15769 VISA				
Cash Payment	E 810-500-49449-322	Postage	XHOSE PRO 100'		\$44.76
	Invoice USPS				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$44.76
<hr/>					
Refer	15770 FERGUSON WATERWORKS				
Cash Payment	E 800-500-49000-500	CAPITAL OUTLAY	R900 V4 WALL MIU		\$1,817.41
	Invoice 548646				
Cash Payment	E 810-500-49449-500	CAPITAL OUTLAY	R900 V4 WALL MIU		\$1,817.41
	Invoice 548646				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$3,634.82
<hr/>					
Refer	15771 HAWKINS, INC				
Cash Payment	E 800-500-49000-216	Chemical and Che	HYDROFLUOSILICIC ACID		\$483.01
	Invoice 7098066				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$483.01
<hr/>					
Refer	15772 WABASHA FRESH MARKET				
Cash Payment	E 800-500-49000-219	General Supplies	WATER		\$2.69
Transaction Date	6/25/2025	First State Bank	10100	Total	\$2.69
<hr/>					
Refer	15773 WABASHA COUNTY				
Cash Payment	E 800-500-49000-212	Motor Fuels	UTILITIES DIESEL		\$169.94
	Invoice 2025-511				
Cash Payment	E 810-500-49449-212	Motor Fuels	UTILITIES DIESEL		\$169.94
	Invoice 2025-511				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$339.88
<hr/>					
Refer	15774 FIRST LEASE LLC				
Cash Payment	E 810-500-49449-615	Lease Principal	JETTER TRUCK		\$1,361.52
	Invoice AUGUST				
Cash Payment	E 810-500-49449-616	Lease Interest	JETTER TRUCK		\$236.61
	Invoice AUGUST				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$1,598.13
<hr/>					
Refer	15775 BANK OF ZUMBROTA				
Cash Payment	E 831-500-49000-610	DEBT SERVICE - I	DEBT SVC INTEREST 2015 A		\$621.00
	Invoice 8-1-25				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$621.00
<hr/>					
Refer	15776 BOLTON AND MENK INC				
Cash Payment	E 800-500-49000-303	Engineering Fees	2023 STREET & UT IMP		\$4,041.46
	Invoice 363716				
Cash Payment	E 810-500-49449-303	Engineering Fees	2023 STREET & UT IMP		\$2,911.51
	Invoice 363716				
Cash Payment	E 389-430-43100-303	Engineering Fees	2023 STREET & UT IMP		\$2,263.58
	Invoice 363716				
Transaction Date	6/25/2025	First State Bank	10100	Total	\$9,216.55
<hr/>					
Refer	15777 FLAHERTY & HOOD, P.A.				
Cash Payment	E 810-500-49449-311	Contractor Fees	ENV REG MATTERS - CAO		\$3,025.00
	Invoice 23225				

CITY OF WABASHA

06/25/25 3:38 PM

Page 2

Receipts

Current Period: June 2025

Transaction Date	6/25/2025	First State Bank	10100	Total	\$3,025.00
------------------	-----------	------------------	-------	--------------	-------------------

Fund Summary

	10100 First State Bank	
389 2023 Street Project		\$2,263.58
800 Water Department		\$6,514.51
810 Sewer Department		\$9,566.75
831 Well #3 Bond Payment Account		\$621.00
		<hr/>
		\$18,965.84

Utilities Commission

3) 2)

Meeting Date: 06/30/2025

ITEM TITLE: 6-2-25 UT Commission Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review and approve the 6-2-25 Minutes.

Attachments

6-2-25 UT Comm Minutes

DRAFT



Utilities Commission

Commissioners:

Brian Wodele (President)

Steve Schmidt

John Kreye
Josh Wendt

Mike Wallerich

Present: Steve Schmidt, Commissioner; Mike Wallerich, Commissioner; John Kreye, Commissioner; Brian Wodele, Chair; Josh Wendt, Commissioner

Also Present: Pat Mueller, Water & Sewer Supervisor; Jessica Bruce, Deputy Clerk; Tyler Grabau, Finance Director; Caroline Gregerson, City Administrator

1. Call to Order and Roll Call

Meeting called to order at 4 pm by Wodele.

2. Changes or Additions to Agenda

3. Approval:

1. June UT Warrants

Moved by Commissioner John Kreye, seconded by Commissioner Josh Wendt to approve the June warrants. AYE: Unanimous. NAY: None. ABSENT: None.
Motion: Adopted

2. 5-5-25 UT Commission Minutes

Moved by Chair Brian Wodele, seconded by Commissioner Mike Wallerich to approve the 5-5-25 UT Commission minutes. AYE: Unanimous. NAY: None. ABSENT: None. Motion: Adopted

3. Utilities Financials

The commission reviewed the financials as presented.

4. Adjustment Requests

Currently no adjustment requests,

5. General Business

1. Rate Increase other users

Bruce and Mueller discussed the rate increase and how the ski hill and Reads Landing got missed by the last increase as well as this one. The commission discussed doing the full 6% that everyone else received or going forward with the 4% that everyone received in 2025.

Moved by Commissioner John Kreye, seconded by Commissioner Steve Schmidt to do a 4% increase for the Ski Hill and Reads Landing. AYE: Unanimous. NAY: None. ABSENT: None. Motion: Adopted

2. 2025 Utilities Budget

The commission reviewed the 2025 Utilities Budget as presented by Grabau.

Moved by Chair Brian Wodele, seconded by Commissioner Josh Wendt to approve the 2025 UT Commission budget. AYE: Unanimous. NAY: None. ABSENT: None. Motion: Adopted

6. Old Business

7. Other Business

Gregerson gave an update to the commission that she was still working with CAO on the contract to set up rates and feels they will be volleying back and forth with that for a bit. She will bring things back to the commission when there is something to present.

She also informed the commission that they are working on another grant to help cover the remaining costs at the lift station from the last grant. The lift station is currently using a tractor with PTO when needed due to issues with the current generator. She will bring more information back to the next Commission meeting prior to council approval.

1. Trojan Technologies Quote - UV Sterilizer Bulbs

Meuller presented a quote for just shy of \$15,000 for new and some back-up supplies for the plant's current UV Sterilizer system. The new technologies are making the current system obsolete. This system clarifies the water and there are tests run prior to discharge. The current bulbs are functioning at around 60%, causing us to fail a test. They use an average of a certain number of weeks, so we were able to discharge. However this is something we would like to avoid so these bulbs are necessary sooner than later.

Moved by Chair Brian Wodele, seconded by Commissioner Steve Schmidt to approve the quote from Trojan Technologies. AYE: Unanimous. NAY: None. ABSENT: None. Motion: Adopted

8. Adjourn

Moved by Chair Brian Wodele, seconded by Commissioner Mike Wallerich to adjourn at 4:29 pm. AYE: Unanimous. NAY: None. ABSENT: None. Motion: Adopted

Jessica Bruce, Deputy Clerk

Utilities Commission

3) 3)

Meeting Date: 06/30/2025

ITEM TITLE: June Financials

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review and discuss any questions on the financials submitted by Grabau.

Attachments

UT Cash & Investments

YTD UT Financials

Wabasha Utilities Cash and Investments
End of May

Cash (in city bank account)
\$28,027.34 Water Department
\$783,515.41 Sewer Department
\$811,542.75 Total Utilities Cash

Investments (Water)
\$128,885.90 United States Treasury Bill: 912797PN1
\$355,411.35 United States Treasury Bill: 912797LW5
\$128,000.00 Flex Insured
\$95,000.00 Bank of Alma 2156
\$14,424.08 Bank of Alma 1591
\$721,721.33 Total Water Investments

Investments (Sewer)
\$557,715.22 4M Fund
\$557,715.22 Total Sewer Investments

\$749,748.67 Total Water Cash and Investments
\$1,341,230.63 Total Sewer Cash and Investments
\$2,090,979.30 Total Utilities Cash and Investments

Cash (in city bank account)	
May 31, 2025 Cash Balances	
\$28,027.34	Water Department
\$783,515.41	Sewer Department
\$811,542.75	Total Utilities Cash

Water Cash (Balance sheet accounts that create the 800-10100 trial balance total)		
800-10100	\$782,533.29	Water Cash
800-10200	\$33.00	Water Petty Cash
800-10400	-\$614,650.40	Water Investments at Cost
801-10100	\$814,082.78	Water Base Fee Cash
831-10100	-\$232,250.00	Well #3 Bond Payment
Investments	-\$721,721.33	Utilities Investments (included in 800-10100)
Water Cash	\$28,027.34	

Sewer Cash (Balance sheet accounts that create the 810-10100 trial balance total)		
810-10100	\$1,341,113.63	Sewer Cash
810-10200	\$117.00	Sewer Petty Cash
Investments	-\$557,715.22	Utilities Investments (included in 810-10100)
Sewer Cash	\$783,515.41	

Water (per Banyon chart of accounts)

GL Act G 800-10100Cash		Begin	Debit	Credit	Balance
Account is	Active	\$714,978.99	\$100,895.34	\$33,341.04	\$782,533.29
Account	Status	Total Cr 2025	Balance 2025		
G 800-10200	Active	\$0.00	\$33.00		
Account	Status	Total Cr 2025	Balance 2025		
G 800-10400	Active	\$0.00	(\$614,650.40)		
GL Act G 801-10100Cash		Begin	Debit	Credit	Balance
Account is	Active	\$802,172.50	\$11,950.96	\$40.68	\$814,082.78
Account	Status	Total Cr 2025	Balance 2025		
G 831-10100	Active	\$46,228.50	(\$232,250.00)		

Investments -\$721,721.33 Shown as negative because Water investments are already included in 800-10100.

Sewer (per Banyon chart of accounts)

GL Act G 810-10100Cash		Begin	Debit	Credit	Balance
Account is	Active	\$1,295,525.08	\$81,811.81	\$36,223.26	\$1,341,113.63
Account	Status	Total Cr 2025	Balance 2025		
G 810-10200	Active	\$0.00	\$117.00		

Investments -\$557,715.22 Shown as negative because Water investments are already included in 810-10100.

Investments
 May 31, 2025 Investment Statements

United States Treasury Bill: 912797PN1 **\$128,885.90**

Account Type	Symbol	Description	Quantity	Price	Value (End of Day)
912797PN1	UNITED STATES TREASURY BILL RE-ISSUE 05/15/2025 ORIGINAL ISSUE DISCOUNT DUE 08/14/2025 0.000%	CASH 02/13/2025	130,000	\$99.14 \$128,885.90	N/A ↑\$1,445.60 1.13%

United States Treasury Bill: 912797LW5 **\$355,411.35**

Account Type	Symbol	Description	Quantity	Price	Value (End of Day)
912797LW5	UNITED STATES TREASURY BILL RE-ISSUE 05/29/2025 ORIGINAL ISSUE DISCOUNT DUE 07/10/2025 0.000%	CASH 01/13/2025	357,000	\$99.56 \$355,411.35	N/A ↑\$5,122.95 1.46%

Flex Insured **\$128,000.00**

05/29/2025	Funds Transferred	FLEXINSURED ACCOUNT FDIC MONEY MARKET PURCHASE	\$128,000.00
------------	-------------------	------------------------------------------------	--------------

Bank of Alma 2156 **\$95,000.00**

View Transactions - Investment (*2156)

Available Balance	\$95,000.00	Ledger Balance	\$95,000.00
--------------------------	-------------	-----------------------	-------------

Bank of Alma 1591 **\$14,424.08**

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT.....			04/30/25	14,399.62
INTEREST PAID		24.46	05/30/25	14,424.08
BALANCE THIS STATEMENT.....			05/31/25	14,424.08

Total Water Investments **\$721,721.33**

4M Fund **\$557,715.22**



Please Note:
 THE FUND WILL BE CLOSED JUNE 19TH IN OBSERVANCE OF THE JUNETEENTH HOLIDAY AND JULY 4TH IN OBSERVANCE OF THE INDEPENDENCE DAY HOLIDAY

Activity Summary (MN01-35519-0102) Utilities Commission 5/1/2025 - 5/31/2025

Investment Pool Summary	4M	4MP
Beginning Balance	\$555,712.08	\$0.00
Dividends	\$2,003.14	\$0.00
Purchases	\$0.00	\$0.00
Redemptions	\$0.00	\$0.00
Ending Balance	\$557,715.22	\$0.00
Average Monthly Rate	4.244%	4.275%
Share Price	\$1.000	\$1.000
Total	\$557,715.22	\$0.00
Total Fixed Income		\$0.00
Account Total		\$557,715.22

Total Sewer Investments **\$557,715.22**

Total Utilities Investments **\$1,279,436.55**

2025 Utilities Net Income (YTD June 3, 2025)	
Water Revenue	\$171,046
Sewer Revenue	\$339,965
Total Revenue	\$511,012
Water PFA Draws	\$18,096
Sewer PFA Draws	\$13,037
Total PFA Draws	\$31,133
Water Expense	\$193,154
Sewer Expense	\$200,392
Total Expense	\$393,546
Water PFA Expenses	\$79,805
Sewer PFA Expenses	\$53,169
Total PFA Expenses	\$132,975
Regular Operations Net Income	\$117,465
PFA Net Income	-\$101,841
Net Income	\$15,624

2025 Water Revenue (YTD June 3, 2025)		
FUND	Account Description	2025 YTD Total
800	R 800-31060 Special Assessments	\$0
800	R 800-32180 Digging Permits - UT	\$0
800	R 800-33000 Intergovernmental Revenue	\$0
800	R 800-33100 Other Federal Grants	\$0
800	R 800-33300 MDH Source Water Prot Grant	\$0
800	R 800-33439 Pension Revenue	\$0
800	R 800-34307 Sales of Inventory	\$1,262
800	R 800-36100 Special Assessments	\$0
800	R 800-36200 Miscellaneous Revenues	\$150
800	R 800-36210 Interest Earnings	\$5,343
800	R 800-36223 Solar Refunds	\$0
800	R 800-37110 Water Sales	\$104,060
800	R 800-37111 Sale of Capital Assets	\$0
800	R 800-37150 WAC-WaterConnection Fee	\$400
800	R 800-37160 Penalty Revenue	\$1,339
800	R 800-37170 Unallocated UT Revenues	\$0
800	R 800-37180 W/S HOOK UP CHARGES	\$105
800	R 800-37213 Hydrant Rental	\$0
800	R 800-37270 UT Enterprise Fund Staff	\$0
800	R 800-39200 Interfund Operating Transfers	\$0
800	R 800-39204 LOAN - BJH Enter.	\$0
801	R 801-36210 Interest Earnings	\$4,844
801	R 801-37100 Base Rate - Water	\$53,544
801	R 801-39200 Interfund Operating Transfers	\$0
2025 YTD Water Revenue		\$171,046

Water PFA Draw Revenue			
Draw	DWRF (Water)	Date	Receipt Batch
Draw 12	\$18,096.46	2/28/2025	0225 PFA
Draw 13	\$73,513.80	5/27/2025	0525 PFA

2025 Sewer Revenue (YTD June 3, 2025)		
FUND	Account Description	2025 YTD Total
810	R 810-31000 General Property Taxes	\$0
810	R 810-31060 Special Assessments	\$0
810	R 810-32180 Digging Permits - UT	\$0
810	R 810-32250 Septic System Permit	\$0
810	R 810-32251 Sewer Permit	\$0
810	R 810-33100 Other Federal Grants	\$0
810	R 810-33400 State Grants and Aids	\$0
810	R 810-33422 STATE GRANT	\$0
810	R 810-33439 Pension Revenue	\$0
810	R 810-36200 Miscellaneous Revenues	\$0
810	R 810-36210 Interest Earnings	\$7,924
810	R 810-36211 Interest-DO NOT USE	\$0
810	R 810-36223 Solar Refunds	\$0
810	R 810-37111 Sale of Capital Assets	\$0
810	R 810-37160 Penalty Revenue	\$3,525
810	R 810-37170 Unallocated UT Revenues	\$0
810	R 810-37210 Sewer Sales	\$311,913
810	R 810-37220 Reads landing Service	\$14,204
810	R 810-37251 Sewer Connection Fees	\$2,400
810	R 810-39100 Capital Contributions	\$0
810	R 810-39200 Interfund Operating Transfers	\$0
810	R 810-39201 Transfer from General Fund	\$0
810	R 810-39301 Contributed Assets	\$0
810	R 810-39310 G.O. Bond Sale Proceeds	\$0
810	R 810-39311 Capital Leave Liability	\$0
2025 YTD Sewer Revenue		\$339,965

Sewer PFA Draw Revenue			
Draw	CWRF (Sewer)	Date	Receipt Batch
Draw 12	\$13,036.88	2/28/2025	0225 PFA
Draw 13	\$9,456.39	5/27/2025	0525 PFA

2025 Water Expenses (YTD June 3, 2025)	
Account Description	2025 YTD Total
E 800-500-49000-101 Full-time Employees-Regular	\$42,852
E 800-500-49000-121 PERA Contributions	\$3,214
E 800-500-49000-122 FICA Contributions	\$2,395
E 800-500-49000-124 Medicare Contributions	\$560
E 800-500-49000-131 Health Insurance	\$17,672
E 800-500-49000-133 Dental Insurance	\$531
E 800-500-49000-134 Life Insurance	\$243
E 800-500-49000-151 WC Ins. Premium	\$2,366
E 800-500-49000-200 Office Supplies	\$178
E 800-500-49000-211 Cleaning/Janitorial Supplies	\$0
E 800-500-49000-212 Motor Fuels	\$790
E 800-500-49000-214 Shop Materials	\$0
E 800-500-49000-216 Chemical and Chemical Products	\$1,912
E 800-500-49000-219 General Supplies	\$77
E 800-500-49000-221 Equipment Maintenance/Parts	\$11,390
E 800-500-49000-223 Building Maintenance/Repair Supplies	\$0
E 800-500-49000-228 Manhole/Storm Sewer Maintenanc	\$0
E 800-500-49000-240 Small Tools and Minor Equip.	\$0
E 800-500-49000-303 Engineering Fees	\$0
E 800-500-49000-304 Legal Fees	\$0
E 800-500-49000-305 Medical/physical fees	\$0
E 800-500-49000-308 Continuing Ed	\$1,759
E 800-500-49000-311 Contractor Fees	\$174
E 800-500-49000-312 Computer Support	\$0
E 800-500-49000-316 Recorder Fees	\$0
E 800-500-49000-321 Telephone	\$368
E 800-500-49000-322 Postage	\$1,630
E 800-500-49000-331 Travel Expense	\$262
E 800-500-49000-350 Printing and Binding	\$580
E 800-500-49000-351 Legal Notice Publishing	\$0
E 800-500-49000-361 General Liability/Property Ins	\$7,105
E 800-500-49000-381 Electric/Gas Utility	\$11,346
E 800-500-49000-407 Gopher State One-Call	\$238
E 800-500-49000-420 Depreciation	\$0
E 800-500-49000-430 Miscellaneous	\$2,417
E 800-500-49000-433 Dues and Subscriptions	\$0
E 800-500-49000-437 Misc Licenses and Permits	\$727
E 800-500-49000-438 Vehicle License	\$0
E 800-500-49000-500 CAPITAL OUTLAY	\$2,577
E 800-500-49000-570 Office Equipment & Furnishings	\$0
E 800-500-49000-580 Other Equipment	\$3,601
E 800-500-49000-581 Uniforms	\$68
E 800-500-49000-585 Water/Sewer Improvements	\$0
E 800-500-49000-588 Water/Sewer Line Maintenance	\$3,417
E 800-500-49000-601 Bond Principal	\$0
E 800-500-49000-611 Bond Interest	\$26,478
E 800-500-49000-621 Bond-Fiscal Agent Fee	\$0
E 800-500-49000-720 Transfers Out	\$0
E 831-500-49000-601 Bond Principal	\$45,000
E 831-500-49000-610 DEBT SERVICE - INTEREST	\$1,229
2025 YTD Water Expense	\$193,154

<u>Water PFA Expenses</u>	
E 800-500-49000-303 Engineering Fees	\$13,433.84
E 800-500-49000-311 Contractor Fees	\$66,371.33
Water PFA Expenses	\$79,805

2025 Sewer Expenses (YTD June 3, 2025)	
Account Description	2025 YTD Total
E 810-500-49449-101 Full-time Employees-Regular	\$58,827
E 810-500-49449-121 PERA Contributions	\$4,412
E 810-500-49449-122 FICA Contributions	\$3,266
E 810-500-49449-124 Medicare Contributions	\$764
E 810-500-49449-131 Health Insurance	\$22,881
E 810-500-49449-133 Dental Insurance	\$708
E 810-500-49449-134 Life Insurance	\$317
E 810-500-49449-151 WC Ins. Premium	\$2,877
E 810-500-49449-200 Office Supplies	\$469
E 810-500-49449-211 Cleaning Supplies	\$146
E 810-500-49449-212 Motor Fuels	\$2,376
E 810-500-49449-214 Shop Materials	\$1,164
E 810-500-49449-216 Chemical and Chemical Products	\$12,374
E 810-500-49449-219 General Supplies	\$4
E 810-500-49449-221 Equipment Maintenance/Parts	\$6,351
E 810-500-49449-223 Building Maint/Repair Supplies	\$1,658
E 810-500-49449-228 Manhole/Storm Sewer Maintenanc	\$0
E 810-500-49449-240 Small Tools and Minor Equip.	\$229
E 810-500-49449-303 Engineering Fees	\$0
E 810-500-49449-305 Medical/physical fees	\$85
E 810-500-49449-308 Continuing Ed	\$644
E 810-500-49449-311 Contractor Fees	\$4,518
E 810-500-49449-312 Computer Support	\$0
E 810-500-49449-316 Recorder Fees	\$0
E 810-500-49449-321 Telephone	\$950
E 810-500-49449-322 Postage	\$1,550
E 810-500-49449-331 Travel Expense	\$47
E 810-500-49449-350 Printing and Binding	\$754
E 810-500-49449-361 General Liability/Property Ins	\$7,105
E 810-500-49449-381 Electric/Gas Utility	\$22,353
E 810-500-49449-384 Refuse Disposal	\$105
E 810-500-49449-401 Building Contract Maintenance	\$606
E 810-500-49449-404 Mach & Equip Maint. Agreement	\$0
E 810-500-49449-405 Water/Sewer/Sludge Testing	\$5,329
E 810-500-49449-419 Misc. Maintenance	\$2,307
E 810-500-49449-420 Depreciation	\$0
E 810-500-49449-430 Miscellaneous	\$61
E 810-500-49449-433 Dues and Subscriptions	\$0
E 810-500-49449-437 Misc Licenses and Permits	\$1,240
E 810-500-49449-438 Vehicle License	\$0
E 810-500-49449-500 CAPITAL OUTLAY	\$2,577
E 810-500-49449-530 Improvements other than Bldgs	\$0
E 810-500-49449-550 Motor Vehicles	\$0
E 810-500-49449-570 Office Equipment & Furnishings	\$0
E 810-500-49449-580 Other Equipment	\$0
E 810-500-49449-581 Uniforms	\$70
E 810-500-49449-585 Water/Sewer Improvements	\$0
E 810-500-49449-588 Water/Sewer Line Maintenance	\$0
E 810-500-49449-601 Bond Principal	\$0
E 810-500-49449-611 Bond Interest	\$20,095
E 810-500-49449-615 Lease Principal	\$9,433
E 810-500-49449-616 Lease Interest	\$1,743

E 810-500-49449-621 Bond-Fiscal Agent Fee	\$0
E 810-500-49449-720 Transfers Out	\$0
2025 YTD Sewer Expense	\$200,392

<u>Sewer PFA Expenses</u>	
E 810-500-49449-303 Engineering Fees	\$9,678
E 810-500-49449-311 Contractor Fees	\$43,492
Sewer PFA Expenses	\$53,169

Utilities Commission

4) 1)

Meeting Date: 06/30/2025

ITEM TITLE: 600 Main St W Ste 205

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

This is a rental. The new renter moved in the beginning of April. When she received the May bill, she called the landlord. They called in a plumber who had just arrived on 6-25-25 and found a leaking toilet. They are wondering if there can be any form of forgiveness on the sewer side of things.

Utilities Commission

5) 1)

Meeting Date: 06/30/2025

ITEM TITLE: Lawrence Lift Station

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Approval of work order to approve \$55,000 in engineering costs. We anticipate this project will be 100% funded, reimbursed. It is 90% funded at this time. We have received questions from a neighbor on the project if we could look into burying the electrical poles. This would require coordination with Xcel.

ACTION REQUIRED:

approve work order and approve staff looking into burying the electrical poles

Attachments

Lawrence BLVD Improvements

WORK ORDER

Project: Lawrence Boulevard Lift Station Improvements Wabasha, Minnesota

This Work Order is entered into this ____ day of June 2025 by and between the CITY OF WABASHA, MINNESOTA, 900 HIAWATHA DRIVE EAST, WABASHA, MN 55981 (THE "City") and BOLTON & MENK, INC., 2900 43rd Street NW, Suite 100, Rochester, MN 55901 (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a Professional Services Agreement on the 1st day of July, 2014; and

WHEREAS, the Professional Services Agreement provides that project specific engineering services would be authorized as Additional Services and be documented by separate work orders; and

WHEREAS, this Work Order outlines the services to be performed by the Consultant; the approved compensation for the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

ARTICLE ONE SERVICES TO BE PERFORMED BY THE CONSULTANT

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

ARTICLE TWO CONSULTANT'S COMPENSATION

The City agrees to compensate the Consultant for services furnished according to Exhibit B attached hereto and made a part hereof.

ARTICLE THREE SCHEDULE OF PERFORMANCE

The Consultant shall perform the services for the Project on a schedule that is mutually agreeable to the City and Consultant.

Subject to the terms and conditions of this Work Order, all of the terms and conditions of the Professional Services Agreement dated the 1st day of July, 2014 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first above written.

BOLTON & MENK, INC.

CITY OF WABASHA

By: _____
Brian Malm, Principal Engineer

By: _____
Caroline Gregerson, City Administrator

Date _____

Date _____

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

PROJECT DESCRIPTION:

The Consultant shall provide professional engineering services for assisting the City of Wabasha with design, procurement, and construction of the Lawrence Boulevard Lift Station Improvements in accordance with the work plan awarded from the Minnesota Pollution Control Agency (MPCA) Implementation Grant for Wastewater Resilience. The project includes the following components as identified in the grant application work plan:

- A. Procurement and installation of a new standby generator and automatic transfer switch (ATS) to supply backup power in the event of a power outage.
- B. Procurement and installation of a new submersible bypass pump in replacement of the existing unit. The improvements would include a new pump, guiderail system, and modifications to the existing manhole to allow safe and reliable use of the bypass pump in the event of excess wastewater flow and surcharging of the sewer system.

PROJECT SCOPE:

The scope of work includes professional engineering services for the design, contractor solicitation, and construction administration of the Lawrence Boulevard Lift Station Improvements, including the following scoping items:

- **Task 1 – Preparation of Equipment Procurement Packages**
 - 1) Data gathering to confirm existing conditions, including a site visit to obtain information, photos, and drawings on the existing lift station components and structures.
 - 2) Preparation of quote packages for procurement of the major equipment, including the 1) emergency standby generator and automatic transfer switch and 2) the submersible bypass pumping equipment and appurtenances. The quote packages will include a proposal document with technical specifications for solicitation of supplier quotes.
 - 3) Coordination with the Minnesota Pollution Control Agency (MPCA), as required, for review and approval of the procurement documents.
 - 4) Distribution of the procurement documents to qualified suppliers and vendors for obtaining pricing for City consideration of procurement.
 - 5) Evaluation of quotations received and provide a brief letter addressed to the Utility Commission and/or City Council with recommendations on how to proceed with the procurement.
- **Task 2 – Preparation of Installation Quote Packages**
 - 1) Preparation of installation quote packages for hiring qualified contractor(s) to complete the installation of the Owner-procured equipment from Task 1, including drawings and technical specifications as required for contractor's to bid and perform the work. This will include process, civil site work, and electrical engineering design of the proposed work.
 - 2) Coordination with the Minnesota Pollution Control Agency (MPCA), as required, for review and approval of the installation documents.

- 3) Distribution of the solicitation documents to qualified contractors for obtaining pricing for City consideration of the work.
 - 4) Evaluation of quotations received and provide a brief letter addressed to the Utility Commission and/or City Council with recommendations on how to proceed with the work.
- **Task 3 – Construction Services**
 - 1) The Consultant will review shop drawing submittals from the Contractor to ensure the proposed materials conform to the technical specifications.
 - 2) The Consultant will be available for general assistance, calls, and correspondence with the City and Contractor to help answer questions and provide any clarifications of the plans and specifications.
 - 3) The Consultant will be responsible for issuing field orders, work change directives, and requests for proposals for changes to the construction contract, if required.
 - 4) Review of Contractor request for payment.
 - 5) Consultant has included 40 hours of budgeted time for performing part-time construction observation to ensure general conformance with the plans and specifications. If requested by the client, additional onsite construction oversight can be provided and will be billed at the Consultant’s current billing rates.
 - 6) Consultant shall be in attendance and assist with startup services of the lift station improvements to ensure the final installed work is performing as intended.
 - 7) Conduct a final inspection and recommendation for final acceptance of the work.
 - 8) Preparation of record drawings and documentation upon completion of the construction work.
 - **Task 4 – MPCA Grant Administrative Assistance**
 - 1) The Consultant shall assist the City with administration of the MPCA Implementation Grant for Wastewater Resilience
 - 2) The Consultant can assist the City with monthly draw requests for funding reimbursement through the grant agreement.
 - 3) The Consultant can assist with the required notifications and final reporting as required by the grant agreement.

PROJECT SCHEDULE:

TASK	DESCRIPTION	SCHEDULE (APPROX.)
1	Preparation of Equipment Procurement Packages	June – September 2025
2	Preparation of Installation Quote Packages	October 2025 – January 2026
3	Construction Services	March – October 2026
4	MPCA Grant Administrative Assistance	June 2025 – October 2026

EXHIBIT B

CONSULTANT'S COMPENSATION FOR PROJECT

TASK	DESCRIPTION	Total Cost
1	Preparation of Equipment Procurement Packages	\$10,500
2	Preparation of Installation Quote Packages	\$20,500
3	Construction Services	\$17,500
4	MPCA Grant Administrative Assistance	\$6,500
TOTALS		\$55,000

Task 1 through 4 shall be estimated hourly, subject only to adjustments for additional scope of services performed, agreed upon in writing by the City and the Consultant.

Utilities Commission

5) 2)

Meeting Date: 06/30/2025

ITEM TITLE: 2025 Street & Utility Improvement Public Hearing

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

At the April 1, 2025 meeting the Council passed a resolution accepting the feasibility report and calling for a hearing on the proposed 2025 Street & Utility Improvement project. The proposed project includes improvement of the following streets:

- Buena Vista Drive – Between Bruegger Valley road and its terminus
- 4th Street West – Between Maiden Avenue and Shields Avenue
- 3rd Street West – Between Shields Avenue and Cratte Avenue
- Skyline Drive – Between TH 60 and its terminus
- Alley - Between Lawrence Boulevard East and Main Street East
- Washington Avenue – Between Market Street and 240-ft north of Hiawatha Drive
- 11th Street East – Between Broadway Avenue and Pierce Avenue

for which the proposed improvements include bituminous mill and overlay, bituminous reclamation and paving, bituminous curb, spot repair of concrete curb and gutter, valve adjustments, casting adjustments; and

- Market Street East – Between Pierce Avenue and Main Street East; AND

for which the proposed improvements include full replacement and reconstruction of the bituminous pavement, curb and gutter, sanitary sewer, watermain, storm sewer, and related improvements.

Public notice of the hearing was published and mailed to affected property owners for a hearing on July 1, 2025 at 6pm. Prior to the public hearing, a neighborhood informational meeting will be held at 5pm to present information and answer questions from residents prior to the hearing.

The feasibility report for the project (attached) included improvements along Prospect Avenue, Bailey Avenue, and 4th Grant Boulevard, however, based on estimated costs, staff has recommended removal of those portions of the project, to be included in a future project, due to budget reasons. The total estimated project cost with these streets removed is \$1,941,940. Property owners along these streets were not included in the improvement hearing notice.

Following the hearing, if the Council wishes to proceed with the project, it is necessary to adopt the attached resolution ordering the improvement and ordering the preparation of plans and specifications. To maintain project schedule, the engineers have completed the plans and specifications and are requesting approval of the plans and specifications and authorization to advertise for bids to be received 1t 10am on July 30, 2025.

Following receipt of bids, we will proceed with the assessment process which will start with the Council accepting bids and calling for the assessment hearing at the August 5, 2025 meeting. In order to complete as much of the construction as possible in 2025, we will ask the Council to consider award of a construction contract at the August 5, 2025 meeting. The assessment hearing would be scheduled for September 2, 2025.

The intent is to complete the mill and overlay portion of the project in 2025 and the Market Street East reconstruction in early summer 2026.

Mike Bubany, City Financial Advisor, estimates that the total bond payment will be \$180,821 and of that total, it is estimated \$95,426 will be added to the levy in 2026. The rest of the bond would be paid for from utilities and assessments. This will add about **4% to the levy this year**, in addition to any general operating expense increases.

Attachments

Resolution Ordering Improvement and Preparation of Plans

Resolution Approving Plans and Specifications Ordering Advertisement for Bids

2025 Street Improvements

Resolution No. 33-2025
Resolution Ordering Improvement and Preparation of Plans
2025 STREET & IMPROVEMENT PROJECT

WHEREAS, a resolution of the city council adopted the 1st day of April, 2025, fixed a date for a council hearing on the 2025 Street & Utility Improvement Project of:

- Buena Vista Drive – Between Bruegger Valley road and its terminus
- 4th Street West – Between Maiden Avenue and Shields Avenue
- 3rd Street West – Between Shields Avenue and Cratte Avenue
- Skyline Drive – Between TH 60 and its terminus
- Alley - Between Lawrence Boulevard East and Main Street East
- Washington Avenue – Between Market Street and 240-ft north of Hiawatha Drive
- 11th Street East – Between Broadway Avenue and Pierce Avenue

for which the proposed improvements include bituminous mill and overlay, bituminous reclamation and paving, bituminous curb, spot repair of concrete curb and gutter, valve adjustments, casting adjustments; AND

- Market Street East – Between Pierce Avenue and Main Street East; AND

for which the proposed improvements include full replacement and reconstruction of the bituminous pavement, curb and gutter, sanitary sewer, watermain, storm sewer, and related improvements; AND

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 1st day of July, 2025, 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 1st day of July, 2025.
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 1st day of July, 2025.

Emily Durand, Mayor

Wendy Busch, Clerk

Resolution No. 34-2025

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the council July 1, 2025, the city engineer Bolton & Menk has prepared plans and specifications for the 2025 Street & Utility Improvement Project for the improvement of:

- Buena Vista Drive – Between Bruegger Valley road and its terminus
- 4th Street West – Between Maiden Avenue and Shields Avenue
- 3rd Street West – Between Shields Avenue and Cratte Avenue
- Skyline Drive – Between TH 60 and its terminus
- Alley - Between Lawrence Boulevard East and Main Street East
- Washington Avenue – Between Market Street and 240-ft north of Hiawatha Drive
- 11th Street East – Between Broadway Avenue and Pierce Avenue

for which the proposed improvements include bituminous mill and overlay, bituminous reclamation and paving, bituminous curb, spot repair of concrete curb and gutter, valve adjustments, casting adjustments; AND

- Market Street East – Between Pierce Avenue and Main Street East; AND

for which the proposed improvements include full replacement and reconstruction of the bituminous pavement, curb and gutter, sanitary sewer, watermain, storm sewer, and related improvements.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The city administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published at least once, with the first as published no less than three weeks before the bid date, shall specify the work to be done, shall state that bids will be received by the clerk until 10 a.m. on July 30, 2025, at which time they will be publicly opened by the city clerk and engineer, will then be tabulated, and will be considered by the council at 6:00p.m. on August 5, 2025, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for 5 percent of the amount of such bid.

Adopted by the council this 1st day of July, 2025.

Emily Durand, Mayor

Wendy Busch, City Clerk



2025 Street & Utility Improvements

Feasibility Report

City of Wabasha, MN
March 2025

Submitted by:

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



Real People. Real Solutions.

Certification

Feasibility Report

For

2025 Street & Utility Improvements

City of Wabasha, MN

BOLTON & MENK No. 25X.138081.000

March 2025

PROFESSIONAL ENGINEER

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

Signature: 

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

Date: 3/30/25 License Number: 40457

Table of Contents

I.	EXECUTIVE SUMMARY	1
II.	PROJECT INTRODUCTION	2
III.	EXISTING CONDITIONS	3
	A. STREET	3
	B. STORM DRAINAGE	8
	C. SANITARY SEWER.....	8
	D. WATERMAIN	9
	E. OTHER UTILITIES	9
IV.	PROPOSED IMPROVEMENTS.....	9
	A. STREET	9
	B. STORM DRAINAGE	10
	C. SANITARY SEWER.....	11
	D. WATERMAIN	11
	E. OTHER UTILITIES	12
	F. RIGHT-OF-WAY AND EASEMENTS	12
V.	APPROVALS AND PERMITS.....	12
VI.	PROJECT COST ESTIMATE AND FINANCING	12
VII.	PROPOSED SCHEDULE.....	14
VIII.	CONCLUSION AND RECOMMENDATIONS.....	14

Appendix

Appendix A: Figures

Appendix B: Preliminary Cost Estimates

Appendix C: Preliminary Assessment Roll

I. EXECUTIVE SUMMARY

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

- Buena Vista Drive – Between Bruegger Valley Road and its terminus
- Prospect Avenue – Between Hiawatha Drive and Walnut Avenue
- 4th Street West – Between Maiden Avenue and Shields Avenue
- 3rd Street West – Between Shields Avenue and Cratte Avenue
- 3rd Street West – Between Maiden Avenue and Shields Avenue
- Maiden Avenue – Between 5th Grant Boulevard West and 3rd Street West
- Skyline Drive – Between TH 60 and its terminus
- 4th Grant Boulevard – Between Market Street East and Pembroke Avenue
- Bailey Avenue – Between 3rd Street East and Lawrence Boulevard East
- Alley – Between Lawrence Boulevard East and Main Street East
- Washington Avenue – Between Market Street and 240-feet north of Hiawatha Drive
- 11th Street East – Between Broadway Avenue and Pierce Avenue
- Market Street East – Between Pierce Avenue and Main Street East

Market Street East is the only street section in this report proposed for a full replacement and reconstruction of the bituminous pavement, curb and gutter, sanitary sewer, watermain, storm sewer, and related improvements. The other street segments in this report are each proposed for a bituminous mill and overlay, which also includes replacement of bituminous curb, spot repair of concrete curb & gutter, valve adjustments and casting adjustments.

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

The total estimated cost of the proposed improvements is \$2,252,286.50. Funding for the improvements is proposed to come from capital improvement funds, improvement bonds, and special assessments.

Based on the City's Local Improvement policy, the estimated total amount to be assessed for the mill & overlay portion of the project is \$243,725.70, with an estimated assessment for a single family residential property of \$1,762.93.

The estimated total amount to be assessed for the full reconstruction of Market Street East is \$131,647.46. The estimated water service assessment for a single family residential property is \$4,039.38. The estimated sanitary sewer service assessment for a single family residential property is \$3,727.65. The estimated street assessment for a single family residential property is \$7,397.74.

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

The proposed schedule for the project can be seen in section “VII. Proposed Schedule.”

II. PROJECT INTRODUCTION

This Feasibility Report considers pavement and select utility improvements for the streets shown in the Executive Summary for the City of Wabasha.

The project location within the City of Wabasha and the specific streets being considered for improvement are shown in Appendix A.

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

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

The project as proposed would consist of a full replacement and reconstruction of the bituminous pavement, curb & gutter, sanitary sewer, watermain, storm sewer, and related improvements for Market Street East only, and a bituminous mill and overlay that includes replacement of bituminous curb, spot repair of concrete curb & gutter, valve adjustments and casting adjustments for the other street segments in the project.

III. EXISTING CONDITIONS

A. STREET

MILL & OVERLAY PROJECT SEGMENTS

The streets in the mill & overlay project areas vary in width between 14-45 feet and are bituminous surfaced. Some of these streets have no existing curb, while others have bituminous curb or concrete curb & gutter. The platted right of way width for the streets in the project area varies between 55-90 feet.

The bituminous pavements in the project area show signs of oxidation, fatigue cracking, block cracking, some rutting and patched areas. City staff completed a visual review of the streets in this study area, and felt the streets warranted pavement preservation by completing a mill & overlay for each street.

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

The following are some representative photos of the condition of the existing streets in the mill & overlay area.



Skyline Drive turnaround looking northeast



4th Street West (West of Maiden Avenue) looking west



Alley mid-block between Lawrence Boulevard East and Main Street East looking south



11th Street East mid-block between Milligan Avenue and Pierce Avenue looking East

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

Market Street East is bituminous surfaced with bituminous curb on both sides. The road has an existing width of 30 feet measured from face of bituminous curb to face of bituminous curb, and a platted right of way width of 80 feet.

Like the mill & overlay street segments in this project, Market Street East also shows signs of oxidation, fatigue cracking, block cracking, and some rutting and patched areas. The condition of the existing bituminous curb is fair to poor, with some areas completely deteriorated.

The need for pavement preservation along with the age and condition of the utilities beneath Market Street East make this road a candidate for full reconstruction.

The following are some representative photos of the condition of the existing street:



Intersection of Market Street East and Washington Avenue looking West



Intersection of Market Street East and Washington Avenue looking South



Market Street East mid-block between Washington Avenue and 2nd Street East looking West

B. STORM DRAINAGE

MILL & OVERLAY PROJECT SEGMENTS

The existing storm drainage systems in the mill & overlay project areas consist of surface drainage flowing along the curb lines to adjacent streets where storm sewer does exist, and ditch culverts conveying water along roads that do not have a curb line to catch the runoff. Storm catch basins are present on 3rd Street West, Maiden Avenue, Bailey Avenue, and Washington Avenue. The rest of the mill & overlay segments either surface drain to catch basins outside the project area or drain to ditches along the roads where there are no curb lines.

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

The existing storm drainage system is shown in Appendix A.

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

The existing storm drainage system in Market Street East consists of surface drainage to catch basins at the intersections of Market Street East & Pierce Avenue and Market Street East & Main Street East. The age of the storm sewer in Market Street East is unknown, but assumed to be older than its predicted service life and made of either vitrified clay pipe (VCP) or reinforced concrete pipe (RCP).

Currently, stormwater flows eastward down Market Street East before being intercepted by catch basins in the radii of Market Street & Main Street that ultimately discharge into a lower wooded area southeast of the intersection of Market Street East & Main Street East. This lower wooded area is a stormwater outlet for several blocks south of Market Street East and a few blocks west and north of Market Street East.

C. SANITARY SEWER

MILL & OVERLAY PROJECT SEGMENTS

Sanitary sewer exists in the mill & overlay project area under multiple segments of street, including 3rd Street West, 4th Street West, 4th Grant Boulevard East, the Alley between Lawrence Boulevard East and Main Street East, Washington Avenue, 11th Street East, and Skyline Drive. The blocks of streets that don't have sanitary sewer in the road also don't have mid-block homes, and drain to side streets that have sanitary sewer main. Based on information available, most of the sanitary sewer in the project area is estimated to have been constructed anywhere from 1913 to 1950. Exceptions to this include the sanitary sewer in the alley between Lawrence Boulevard East and Main Street East, which was constructed in 1971, and the sanitary sewer in 4th Street West, constructed in 1972. A forcemain serves the homes on Skyline Drive, which was constructed in 2004 and extended in 2012.

4th Street West and Skyline Drive are the only known street segments with polyvinyl chloride (PVC) sanitary main. The rest of the mill & overlay project area have VCP, which is a known to be a significant source of inflow and infiltration due to poor joint seals and cracked pipe. Sanitary sewer services are likely clay or cast iron in areas with VCP main. The services on the blocks with PVC main are assumed to be PVC from the main to city right of way, but could also be VCP.

The existing sanitary sewer system is shown in Appendix A.

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

Existing sanitary sewer in Market Street East was constructed in 1950 and consists of 8-inch VCP. As mentioned above, VCP is known to be a significant source of inflow and infiltration due to poor pipe joint seals and cracked pipe. This pipe is well past its recommended service life, and if not addressed, will continue to deteriorate and cause maintenance issues for city staff.

Services in this road are likely VCP or cast iron pipe.

D. WATERMAIN

MILL & OVERLAY PROJECT SEGMENTS

The existing water distribution system in the mill & overlay project area is believed to consist of 4-8 inch diameter pipe assumed to be mostly cast iron and ductile iron. Based on information available, the water main in the project area mostly ranges in age from 50 to 100 years old.

The existing watermain system is shown in Appendix A.

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

The existing watermain in Market Street East is 4-inches in diameter and anywhere from 95-112 years old. The material is assumed to be cast iron, which tends to corrode and deteriorate over the life of the pipe, leading to diminished water quality and increased risks of pipe failures.

The existing water services in the street are assumed to be ¾-inch in diameter and made of either lead or copper.

E. OTHER UTILITIES

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

IV. PROPOSED IMPROVEMENTS

A. STREET

MILL & OVERLAY PROJECT SEGMENTS

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

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

A mill and overlay improvement is expected to last between 10-15 years, depending upon

the condition of the underlying pavement. With proper maintenance (crack seal and chip seal treatments every 7 years) and a dry, stable underlying base, some of the streets may see extended life of 20-25 years.

Proposed street improvements can be seen in Appendix A.

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

Reconstruction of Market Street East will involve complete removal of the existing street section and placement of new select granular borrow, aggregate base, and bituminous surfacing. The pavement section includes 12-inches of select granular borrow, 10-inches of aggregate base, and 4-inches of bituminous. Both existing bituminous curb and concrete curb & gutter will be removed and replaced with new B624 concrete curb & gutter. The proposed street width will match the existing street width of 30-feet measured from the face of curb to the face of curb.

The new street will also include 6-inch subsurface drains installed below the roadway section to remove subsurface moisture and reduce the risk of frost heaves. Subsurface drains will also give residents and opportunity to connect their sump pump discharge lines to avoid the pavement deterioration commonly associated with surface discharge onto the street.

At the junction of Market Street East, Main Street East, and Washington Avenue, it is proposed to reconstruct the intersection as is now, except for tightening up the SW curb radius. An alternative to reconstructing the existing geometry in this intersection would be to construct a mini roundabout. Mini roundabouts help provide smoother traffic flow and defined geometry within the intersection. For this alternative, the center of the roundabout and the splitter medians would be concrete drive-over type, meaning larger vehicles and commercial trucks that cannot make the roundabout turn in the driving lane will have the option to drive over the center and medians without causing damage to the road or vehicles. Roundabouts are proven to be a safer alternative in intersections as they slow traffic down, so any collisions that do occur are likely to be non-life-threatening. Ultimately, the City will decide on how they would like to reconstruct this intersection.

B. STORM DRAINAGE

MILL & OVERLAY PROJECT SEGMENTS

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

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

MARKET STREET EAST FULL RECONSTRUCT PROJECT SEGMENT

The proposed storm sewer improvements on Market Street East include the replacement of the existing storm system with new reinforced concrete pipe (RCP) and precast concrete structures. Upon final storm sewer analysis and design, storm sewer may be added to aid in surface water drainage. Preliminary analysis indicates that the new system will consist of pipe sizes ranging from 12-inches in diameter to 36-inches in diameter.

An infiltration basin is proposed southeast of the intersection of Market Street East & Main Street East. This will help give the water flowing through the outlet pipe a way to infiltrate into the ground rather than runoff over the grass and onto private property. Although the goal of the infiltration basin is to infiltrate as much of the water from the outlet pipe into the ground as possible, it should be noted that during heavy rain events and flooding, water is likely to exceed the basin's capacity before infiltrating. This will cause the water to spill over top of the basin and follow a similar path to what it follows now.

C. SANITARY SEWER

MILL & OVERLAY PROJECT SEGMENTS

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

MARKET STREET EAST FULL RECONSTRUCT PROJECT AREA

The proposed sanitary sewer improvements include the replacement of the existing system with new polyvinyl chloride (PVC) 8-inch mains and 6-inch services. All sanitary sewer manholes in the project area are proposed to be removed, with new precast structures and new castings installed in appropriate locations as a replacement.

All sewer services are proposed for replacement from the new main to the city right of way line with new PVC wyes and 6-inch PVC pipe.

D. WATERMAIN

MILL & OVERLAY PROJECT SEGMENTS

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

We understand that the City does not have the funding to pursue a full reconstruction project at this time. As noted in Section 4.A, a mill and overlay improvement has the potential to last 20-25 years with proper maintenance. Given that the watermain is currently 50-100 years old, this means that it may be approaching 70-120 years old by the time the street requires reconstruction. The City should be aware that it is very likely that watermain repairs requiring cutting into the street surface will be necessary during this 20-25 year period. If watermain breaks become a significant problem, it may also mean that the street may need to be reconstructed prior to 20-25 years based on the condition of the

watermain.

MARKET STREET EAST FULL RECONSTRUCT PROJECT AREA

The proposed watermain improvements in Market Street East include full replacement of the existing system with new 6-inch PVC mains, hydrants and valves. Additional 4-inch pipe will be necessary to make connections from the proposed watermain to the existing watermain. Service lines to individual residences are also proposed for replacement with 1-inch copper pipe. The service replacement will be from the new watermain to the city right of way line including the replacement of the curb stop and box. The proposed 6-inch watermain will allow better water pressure for both the residents and fire protection.

E. OTHER UTILITIES

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

F. RIGHT-OF-WAY AND EASEMENTS

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

V. APPROVALS AND PERMITS

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

VI. PROJECT COST ESTIMATE AND FINANCING

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

	Total Project Cost
Estimated Construction Cost	\$1,786,856.50
Estimated Engineering, Administration and Legal	\$447,200
Total Estimated Project Cost	\$2,234,056.50

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

based upon actual competitive bid prices with reasonable contingencies.

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

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

Under Class D and E improvements, the policy states that the cost of street improvements shall be assessed to the benefiting properties on a per unit basis, with a per unit cost equivalent to 20% of the total project cost, but not greater than the benefit to the property. Benefitting properties are those properties that have a benefit from the streets being improved. Assessable units are calculated using an equivalent residential unit. Any residential building lot is considered one unit, while the number of units for non-residential properties is calculated based on frontage.

The preliminary assessment role includes 121 parcels (111 parcels for the mill & overlay areas, 12 parcels for the full reconstruction area with two corner lots bordering both the mill & overlay and reconstruct projects). The estimated total number of equivalent residential units for the mill & overlay project is 138.25. The estimated total number of equivalent residential units for the full reconstruction are 6 for water services, 5 for sanitary sewer services, and 12 for street.

With a total project cost for the mill & overlay street improvements of \$1,218,628.50, the 20% assessable amount is \$243,725.70. Therefore, the estimated per unit assessment for the mill & overlay street improvements is \$1,762.93.

The total project cost for the full reconstruction of Market Street East is \$1,015,428.00. Residents will be assessed the project cost for installation of water and sanitary sewer services of \$4,039.38 per ERU and \$3,727.65 per ERU, respectively. These residents will also be assessed for 20% of the project cost for street construction, which is \$7,397.74 per ERU.

Preliminary assessment rolls of benefiting properties for both the mill & overlay areas and the full reconstruction areas are included in Appendix C of this report. Individual assessments for the mill & overlay areas range from \$1,762.93 to \$37,462.36 with an average assessment of \$2,218.87. Several properties within the project area have been assessed as a part of prior projects, and will receive a \$0 assessment, in accordance with the City's Local Improvement Policy, as a part of this project. Although most of these have been verified, further verification for unknowns will be done prior to preparation of the final assessment roll.

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

VII. PROPOSED SCHEDULE

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

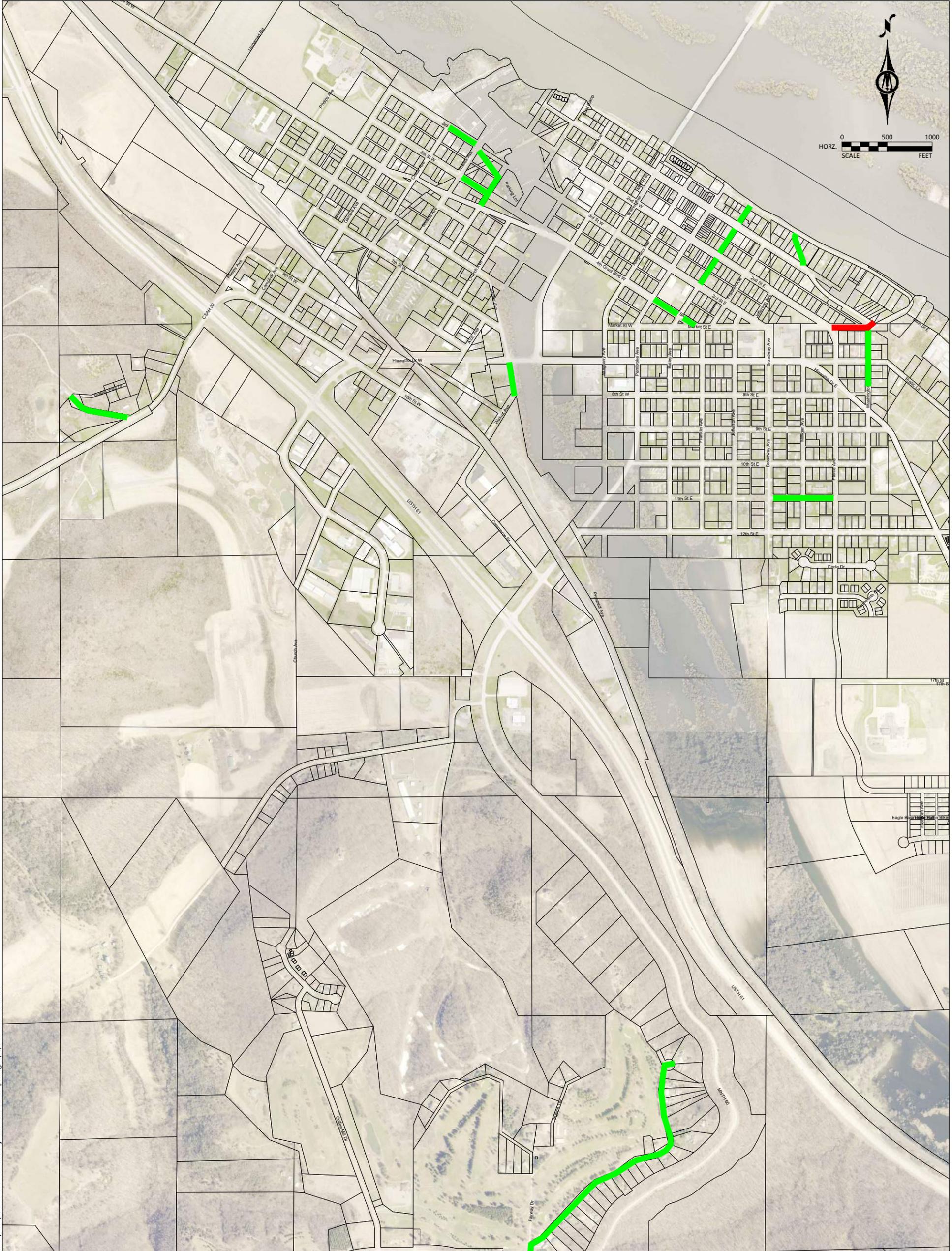
Tentative Project Schedule	
Council Orders Preparation of Feasibility Report	03/04/2025
Resolution Receiving Report & Calling for Hearing on Improvement	04/01/2025
Published Notice of Hearing on Improvement	04/15/2025
	04/22/2025
Mailed Notice of Hearing on Improvement	04/22/2025
Improvement Hearing	05/06/2025
Resolution Ordering Improvement & Preparation of Plans & Specifications	05/06/2025
Prepare Plans and Specifications	05/07/2025 – 06/04/2025
Resolution Approving Plans & Specifications & Ordering Advertisement for Bids	06/03/2025
Advertise for Bids	06/10/2025
Open Bids	07/01/2025
Accept Bids & Call for Assessment Hearing	07/01/2025
Published Notice for Assessment Hearing	07/22/2025
Mailed Notice for Assessment Hearing	07/22/2025
Assessment Hearing Resolution Adopting Final Assessment Roll, Awarding Contract	08/05/2025
Begin Construction	Fall 2025
End Construction	Spring or Fall 2026

VIII. CONCLUSION AND RECOMMENDATIONS

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

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

Appendix A: Figures



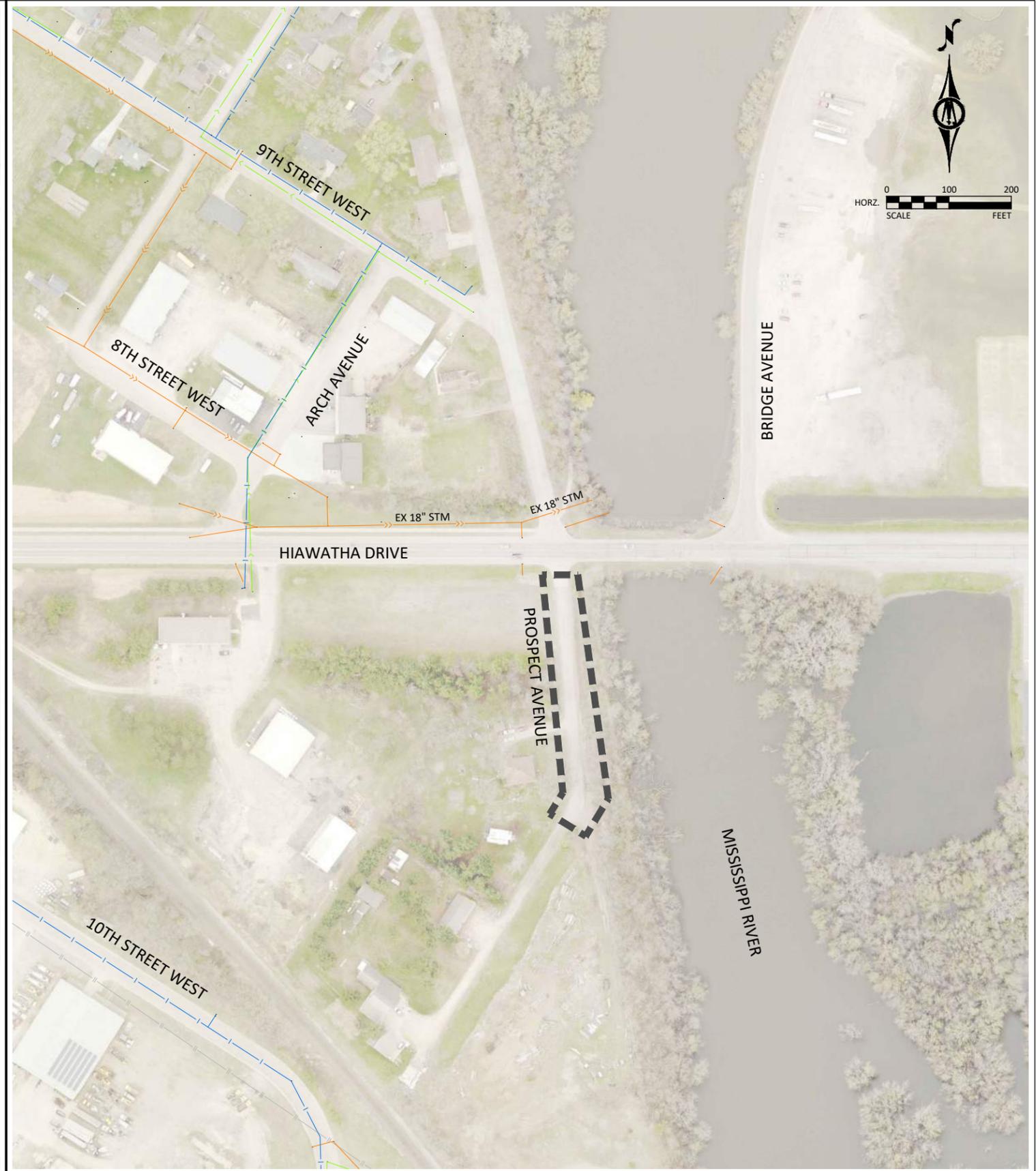
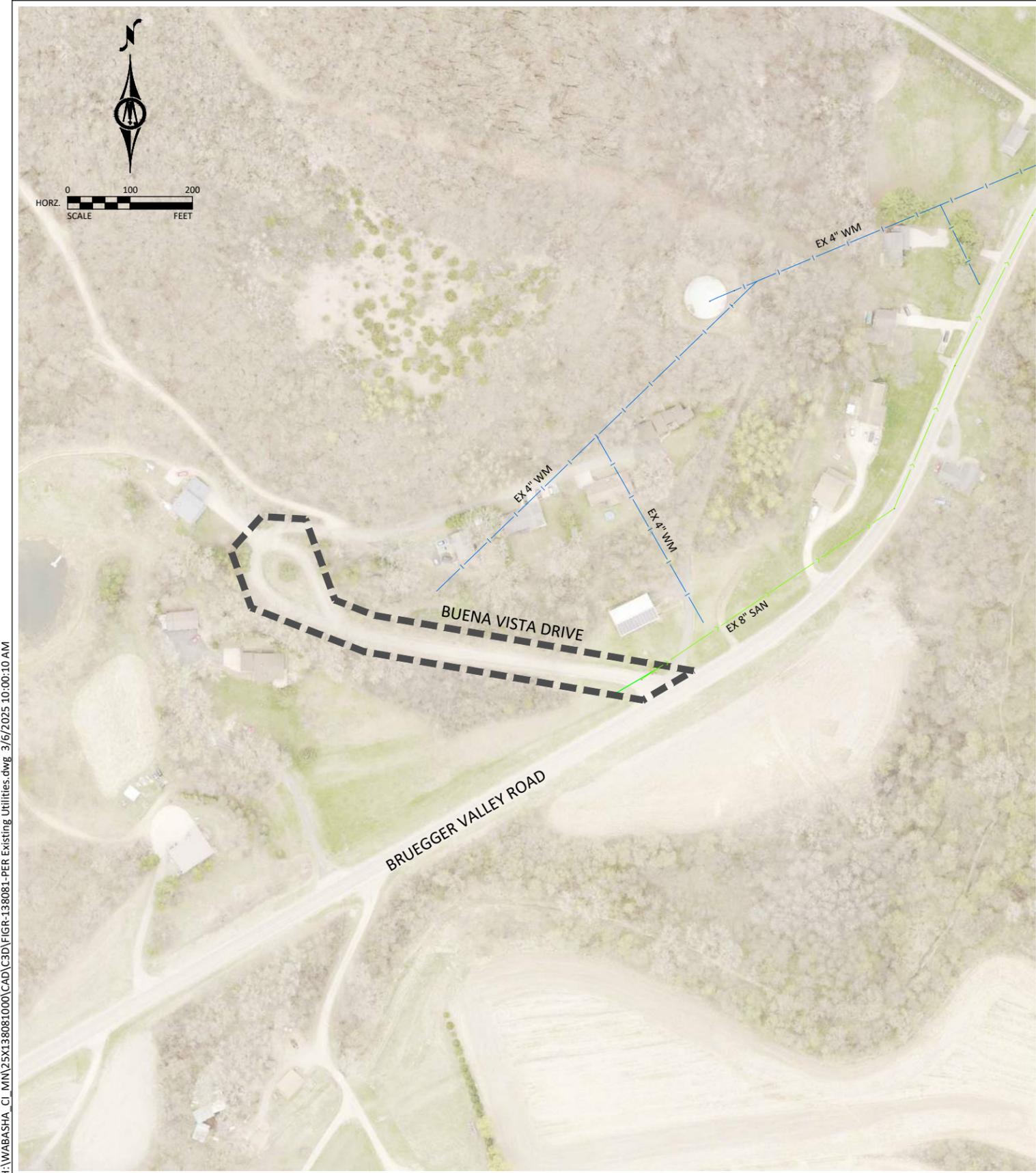
LEGEND

MILL & OVERLAY AREA

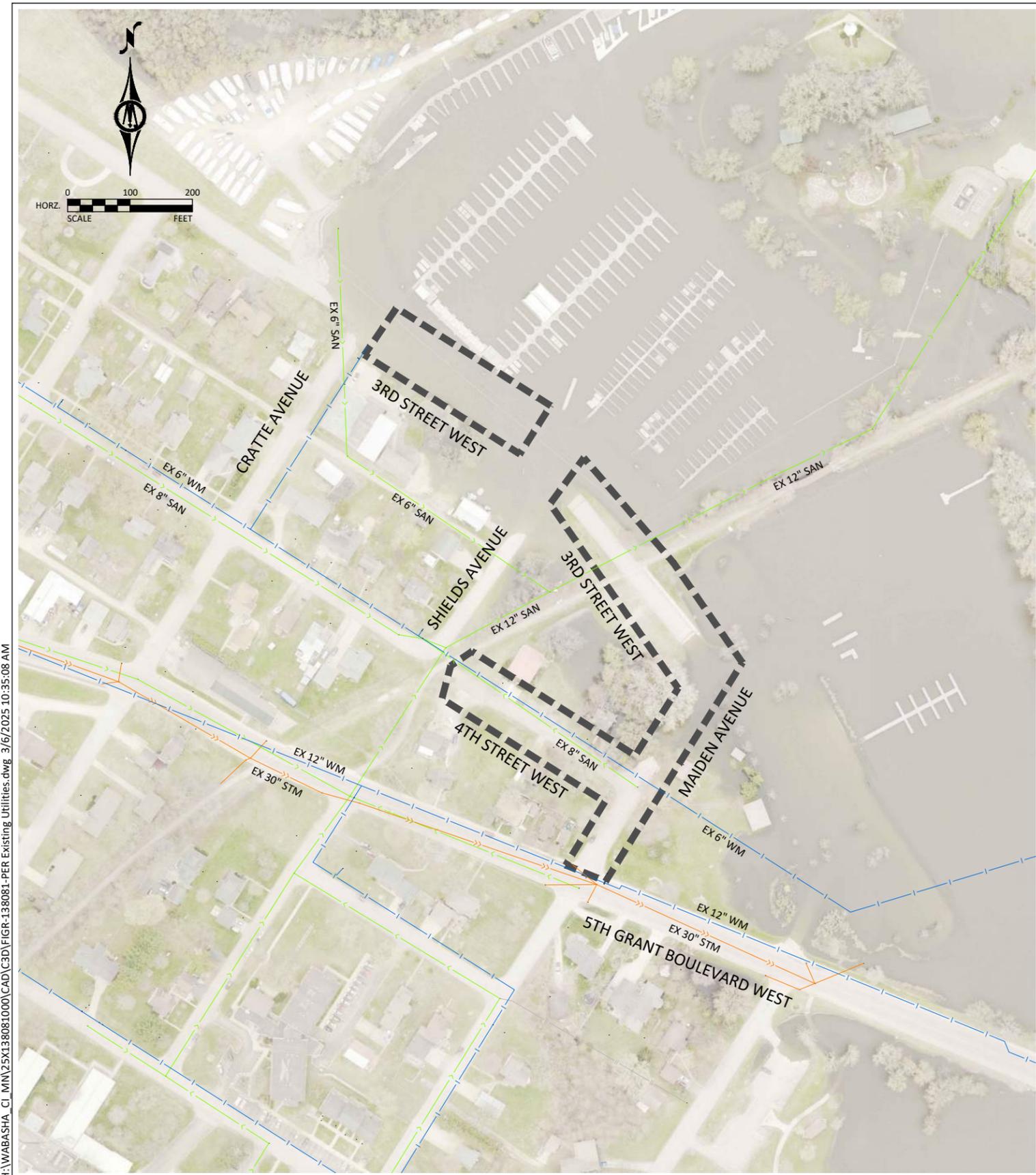


FULL RECONSTRUCT AREA

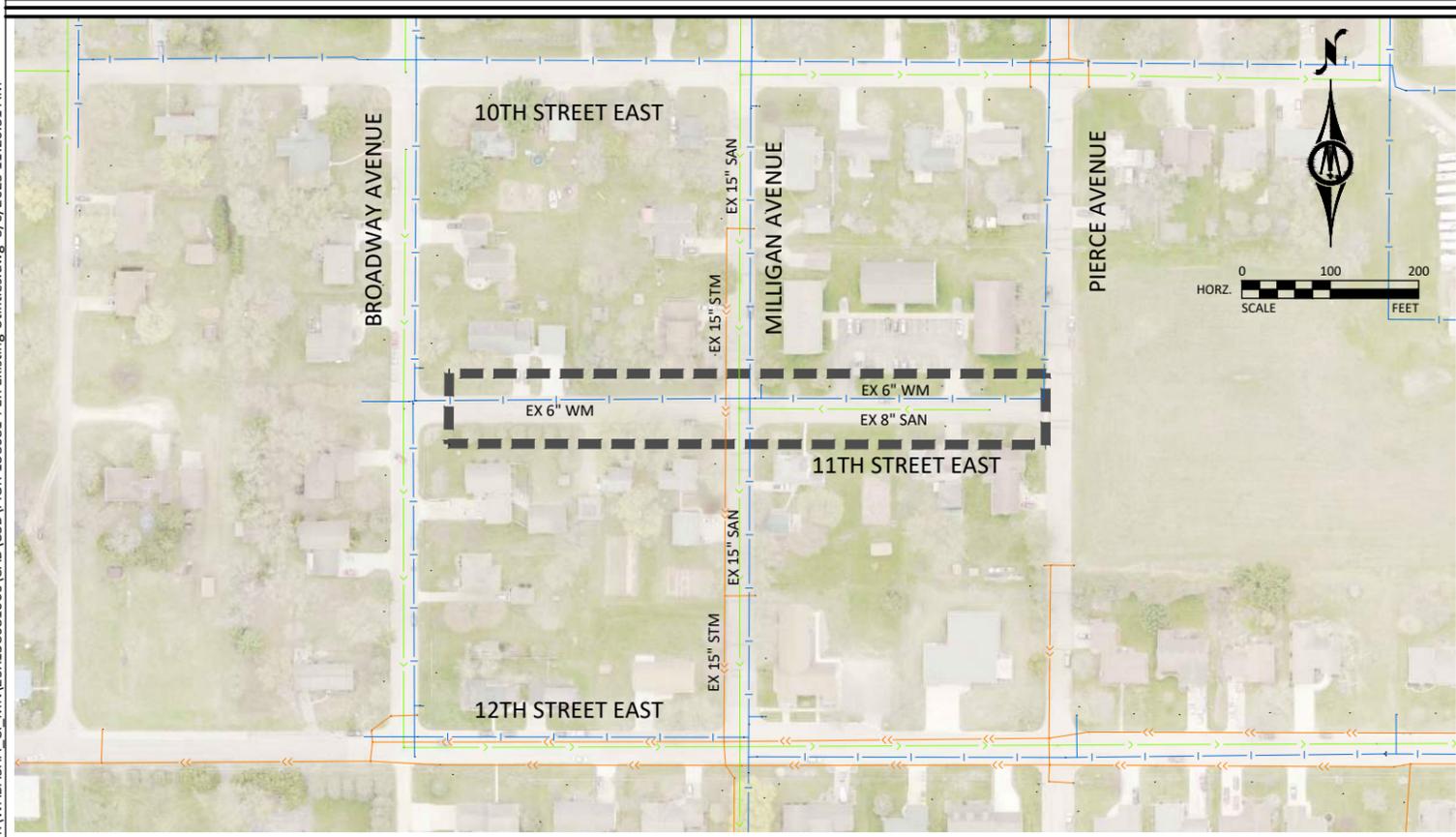
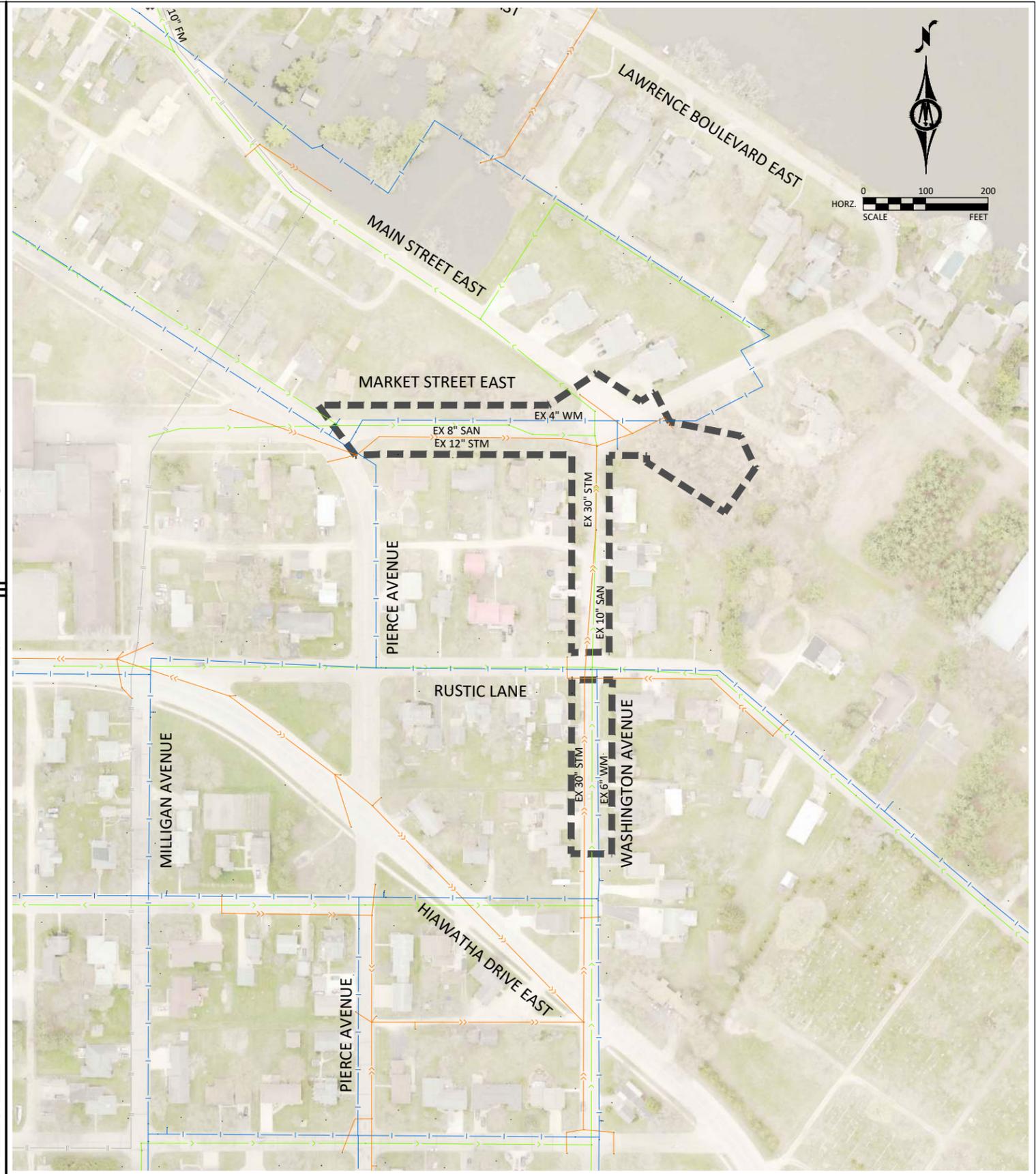
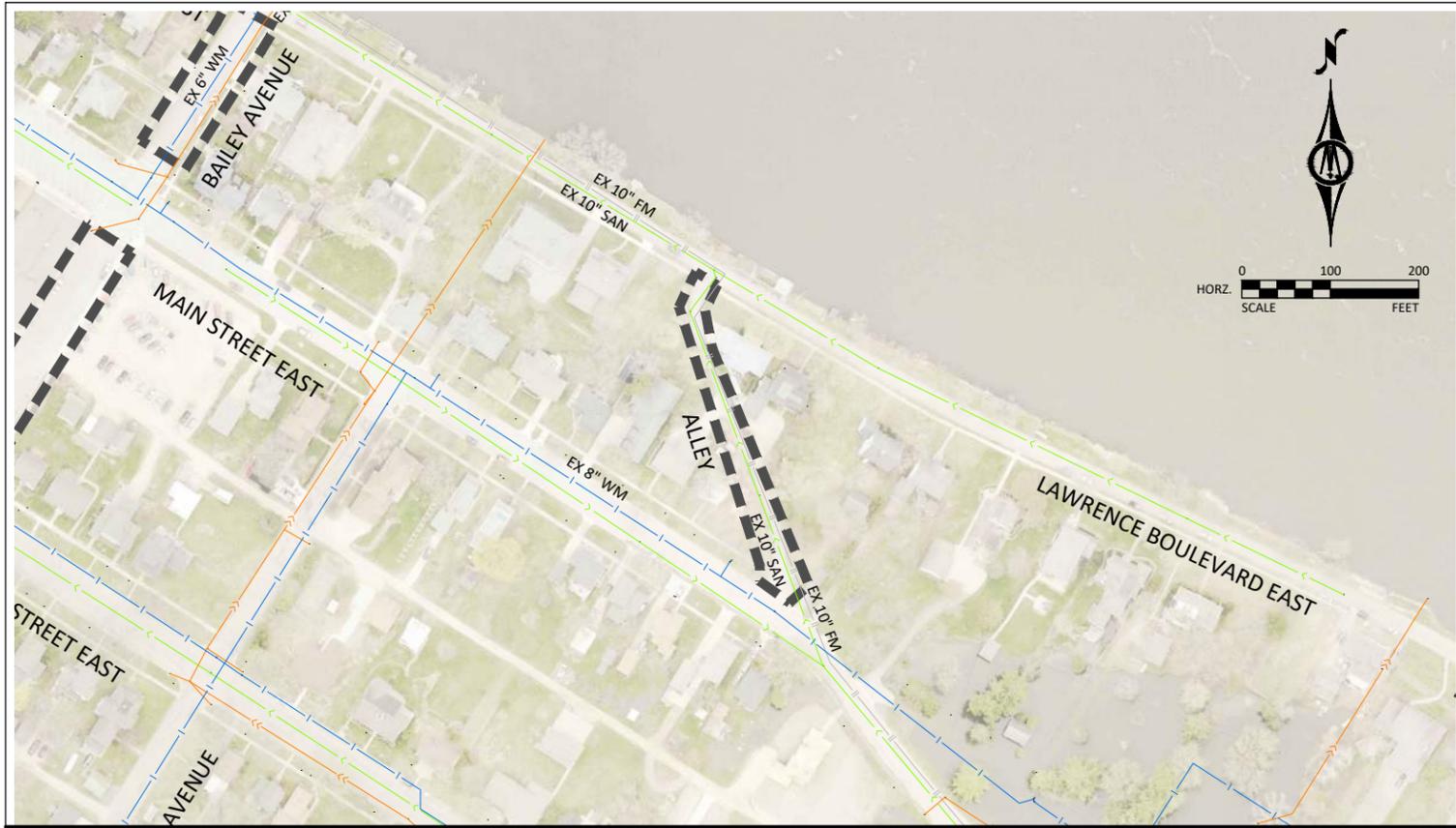




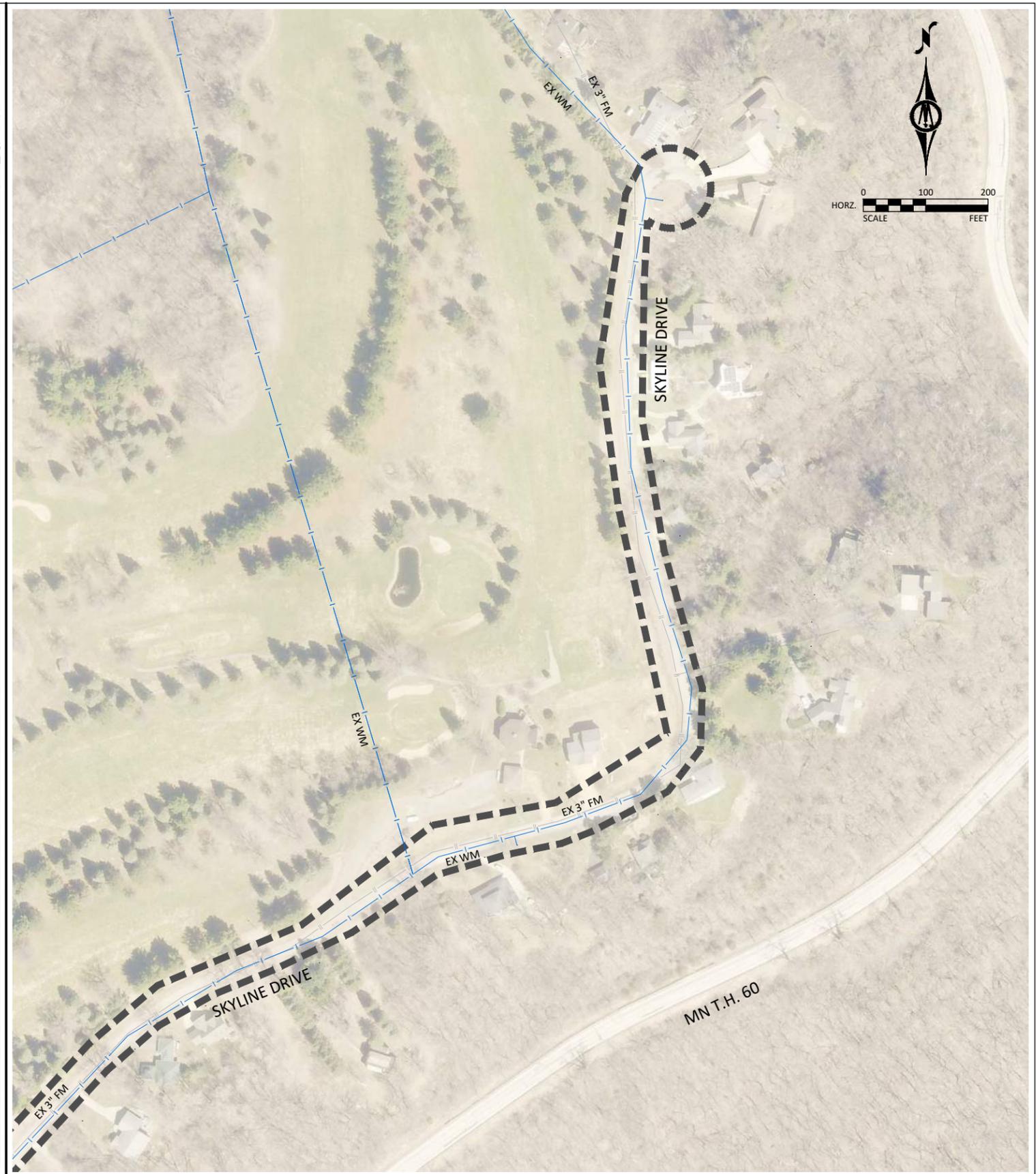
H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Existing Utilities.dwg 3/16/2025 10:00:10 AM



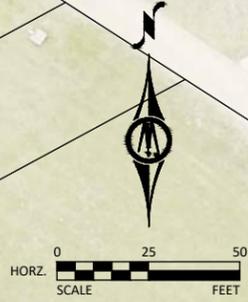
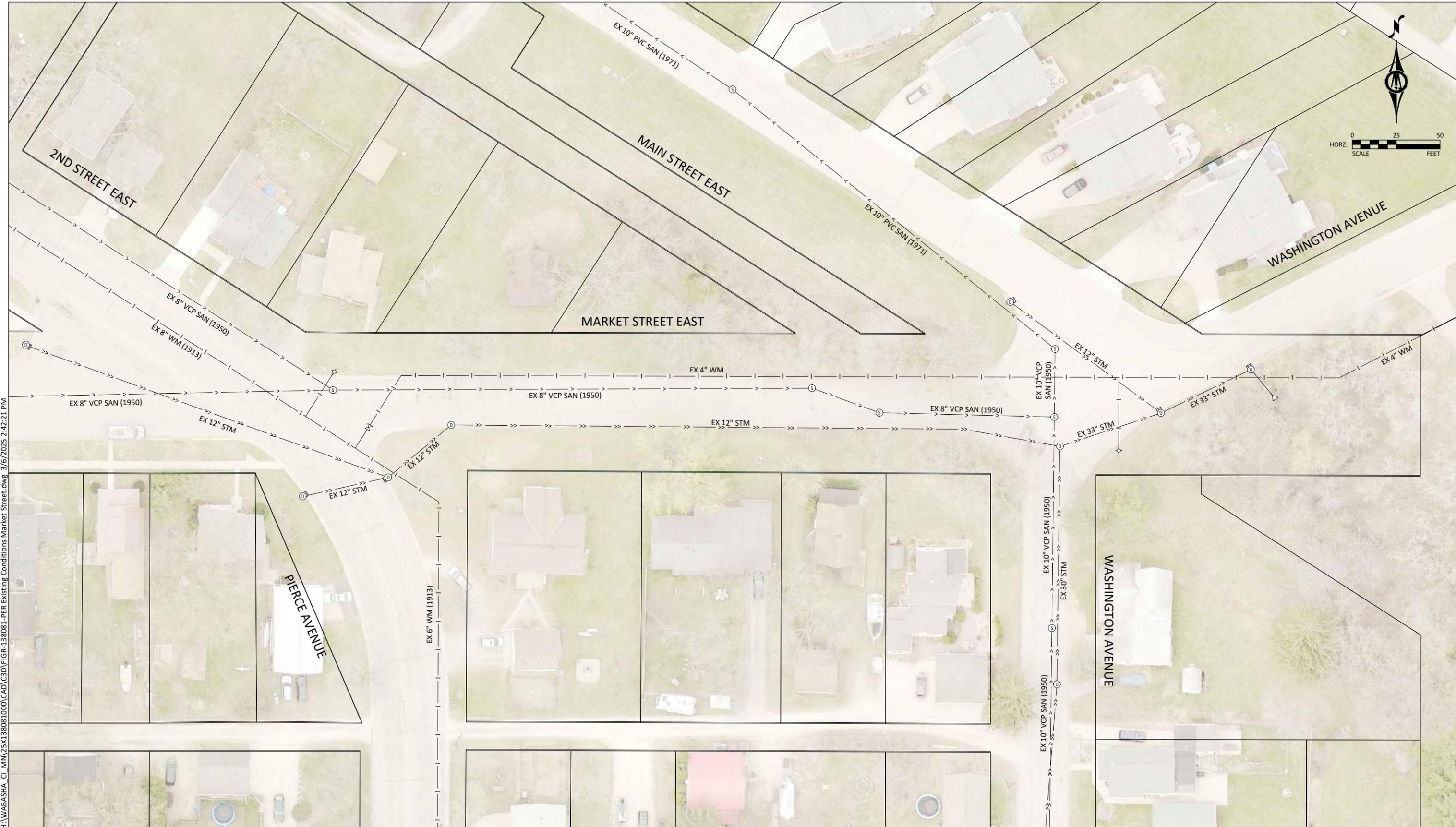
H:\WABASHA_CI_MN\25\138081000\CAD\C3D\FIGR-138081-PER Existing Utilities.dwg 3/16/2025 10:35:08 AM



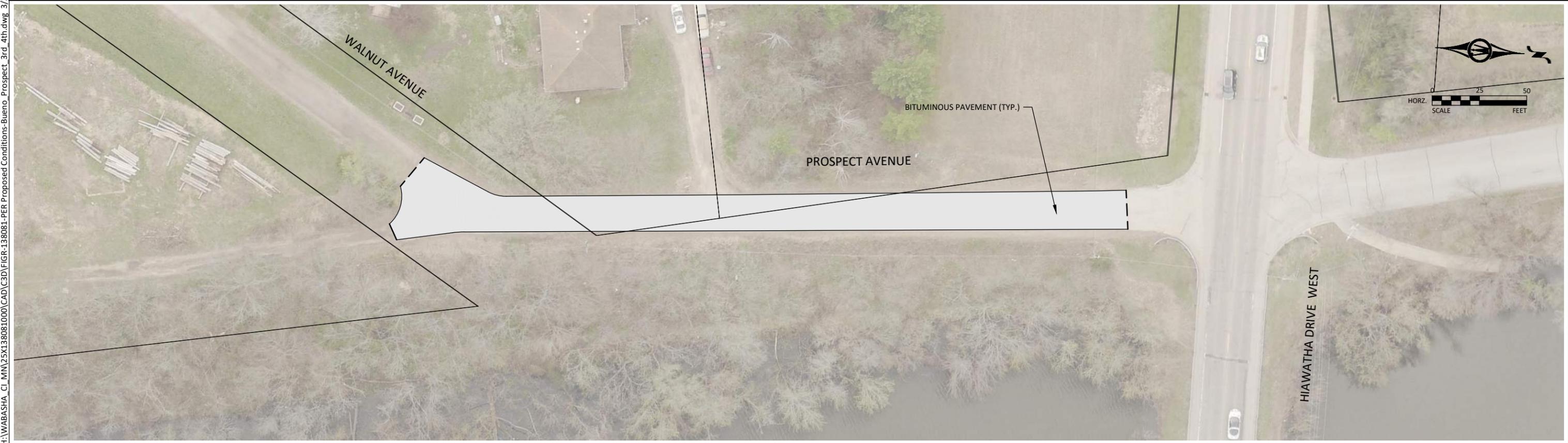
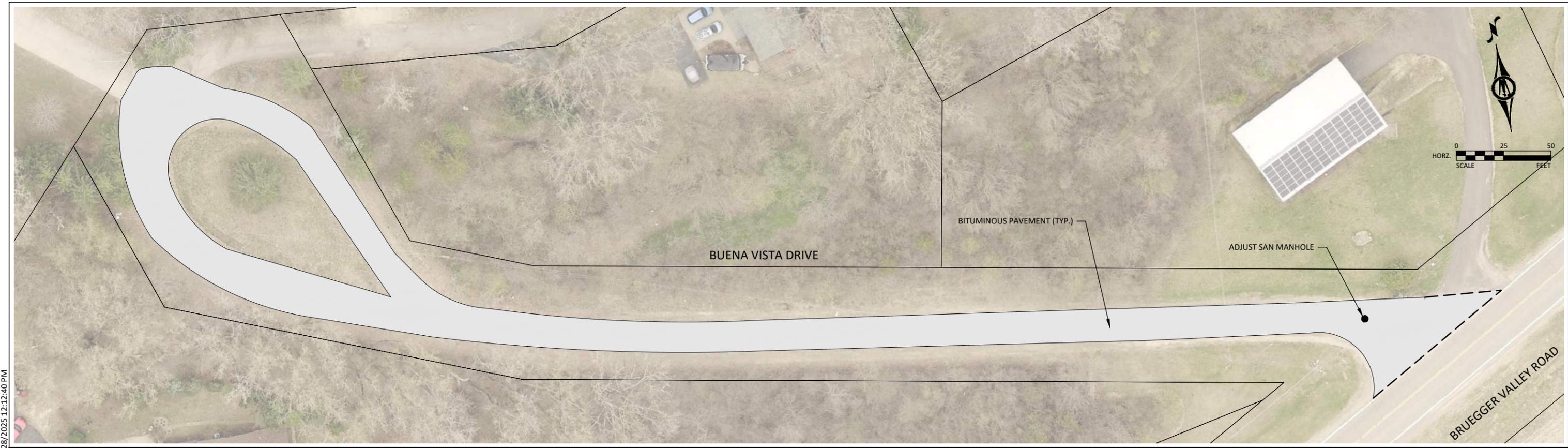
H:\WABASHA_CI_MN\25\138081000\CAD\C3D\FIGR-138081-PER Existing Utilities.dwg 3/16/2025 11:20:31 AM



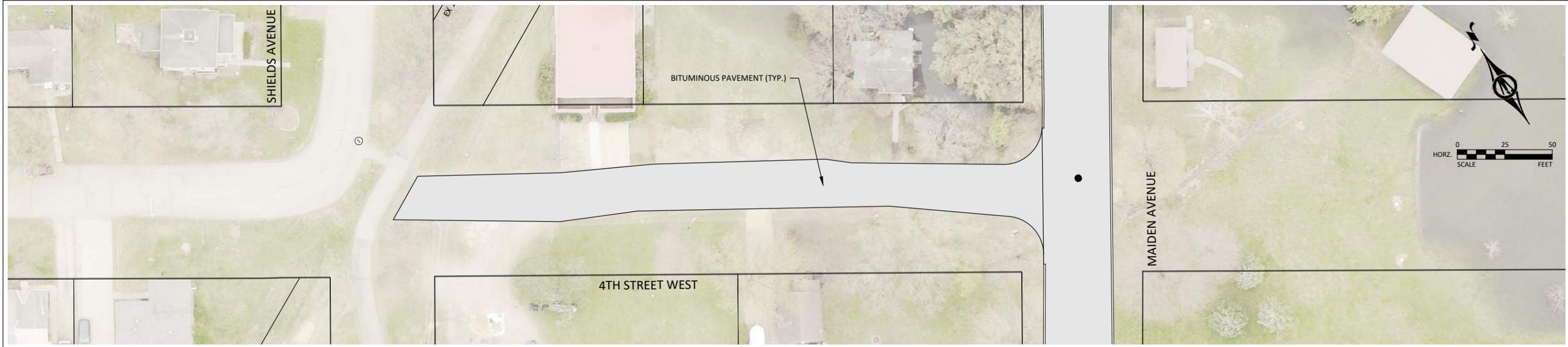
H:\WABASHA_CI_MN\25\138081000\CAD\C3D\FIGR-138081-PER Existing Utilities.dwg 3/16/2025 11:38:29 AM



H:\WABASHA_CI_MN\25\138081000\CAD\C3D\FIGR-138081-PER Existing Conditions Market Street.dwg 3/6/2025 2:42:21 PM



H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-Bueno_Prospect_3rd_4th.dwg 3/28/2025 12:12:40 PM



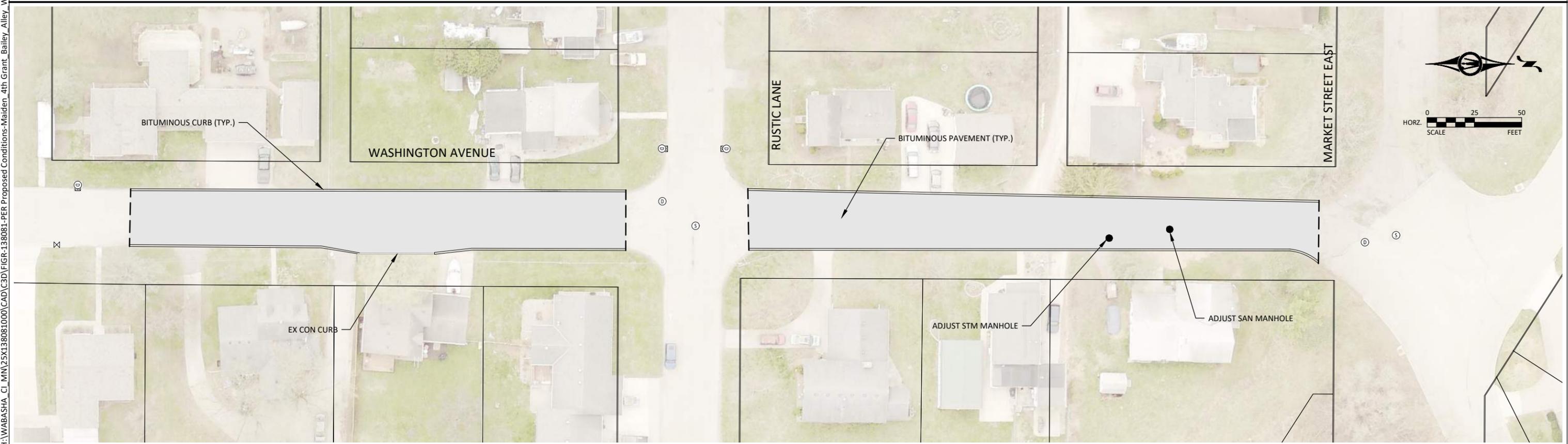
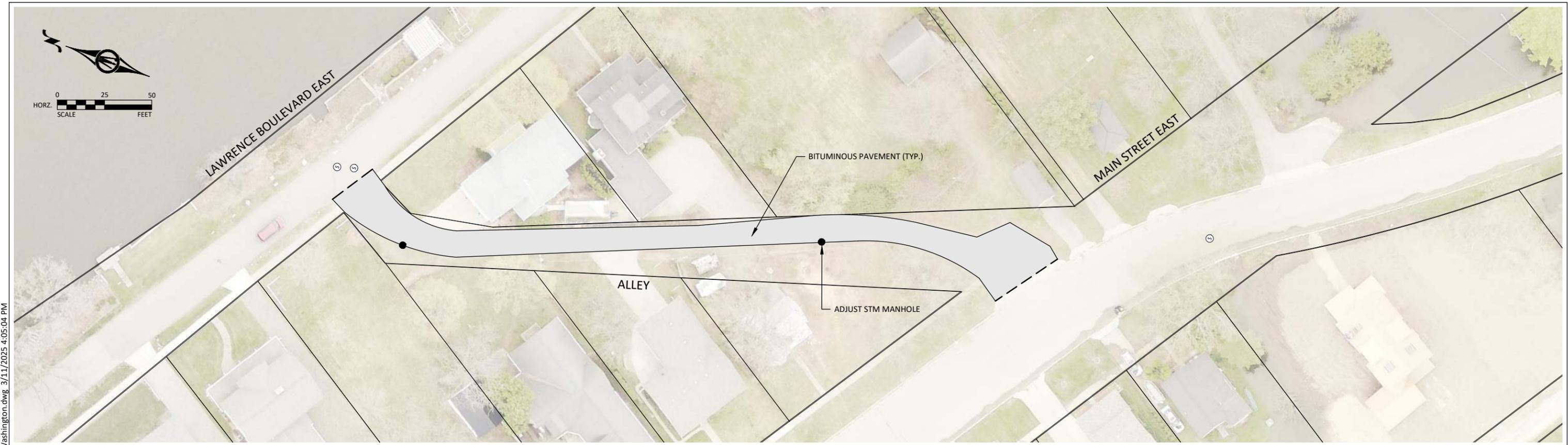
H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-Bueno_Prospect_3rd_4th.dwg 3/11/2025 4:14:47 PM

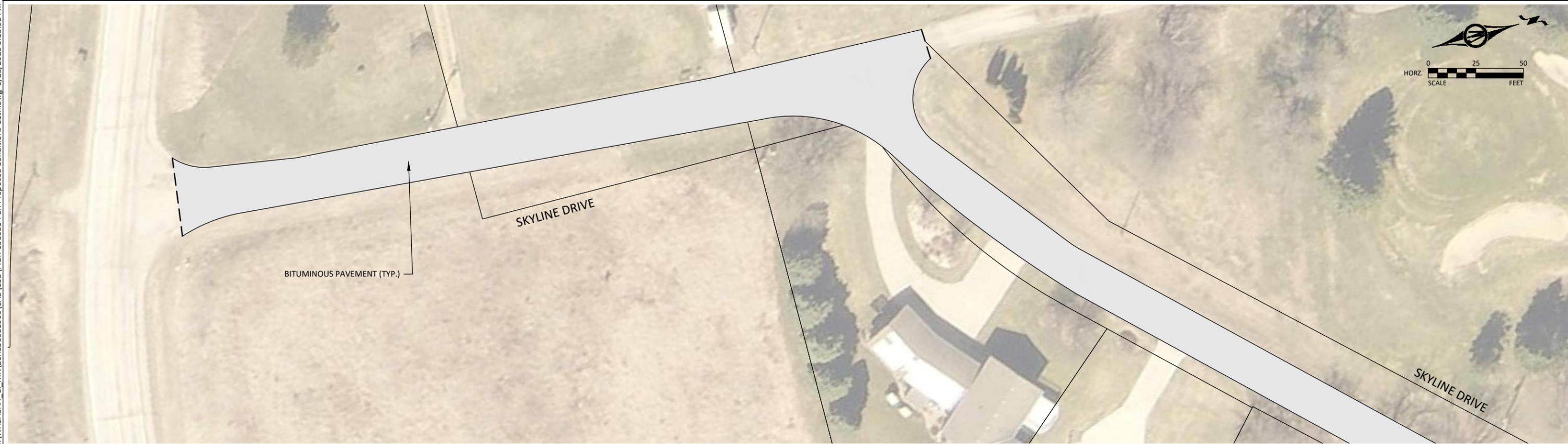
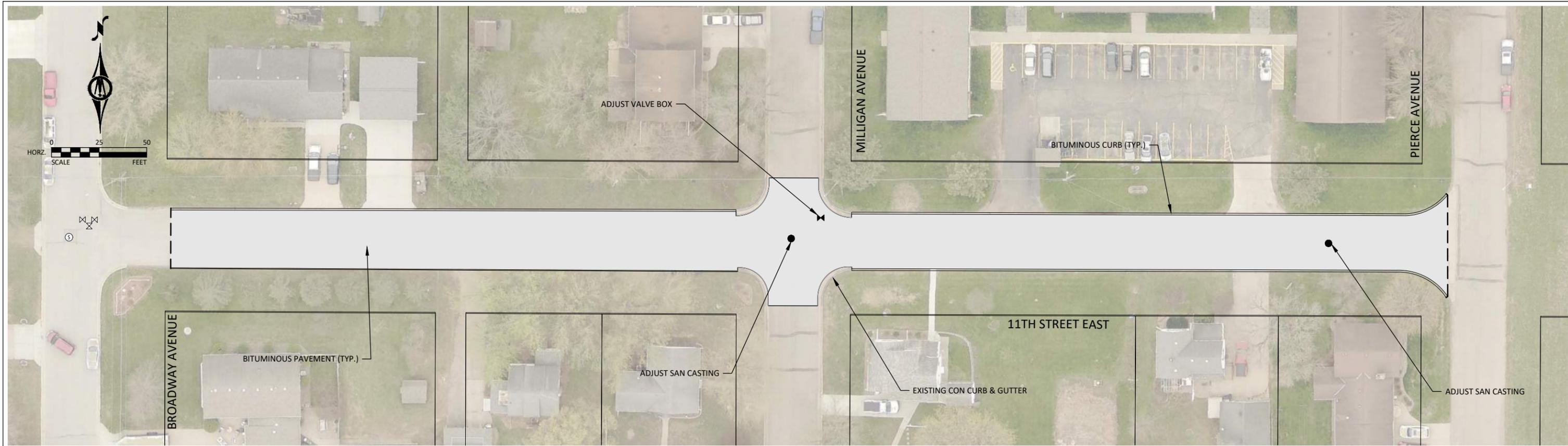


H:\WABASHA_CI_MN\25\138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-Maiden_4th Grant Bailey Alley_Washington.dwg 3/11/2025 4:11:36 PM

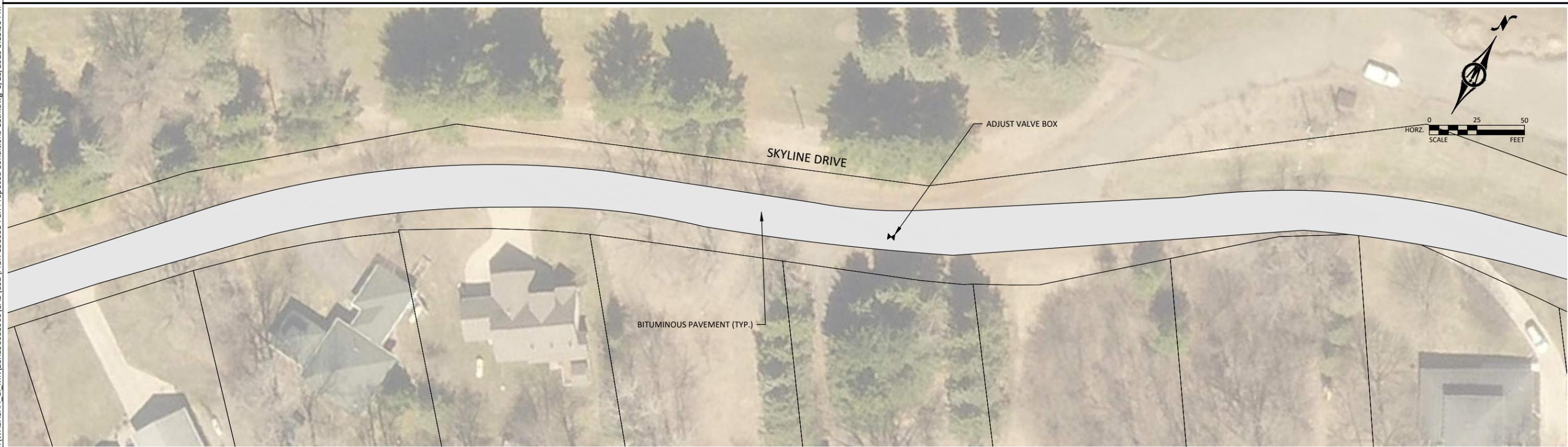


H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-Maiden_4th Grant_Bailey_Alley_Washington.dwg 3/11/2025 4:10:15 PM





H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-11th.dwg 3/28/2025 3:18:02 PM

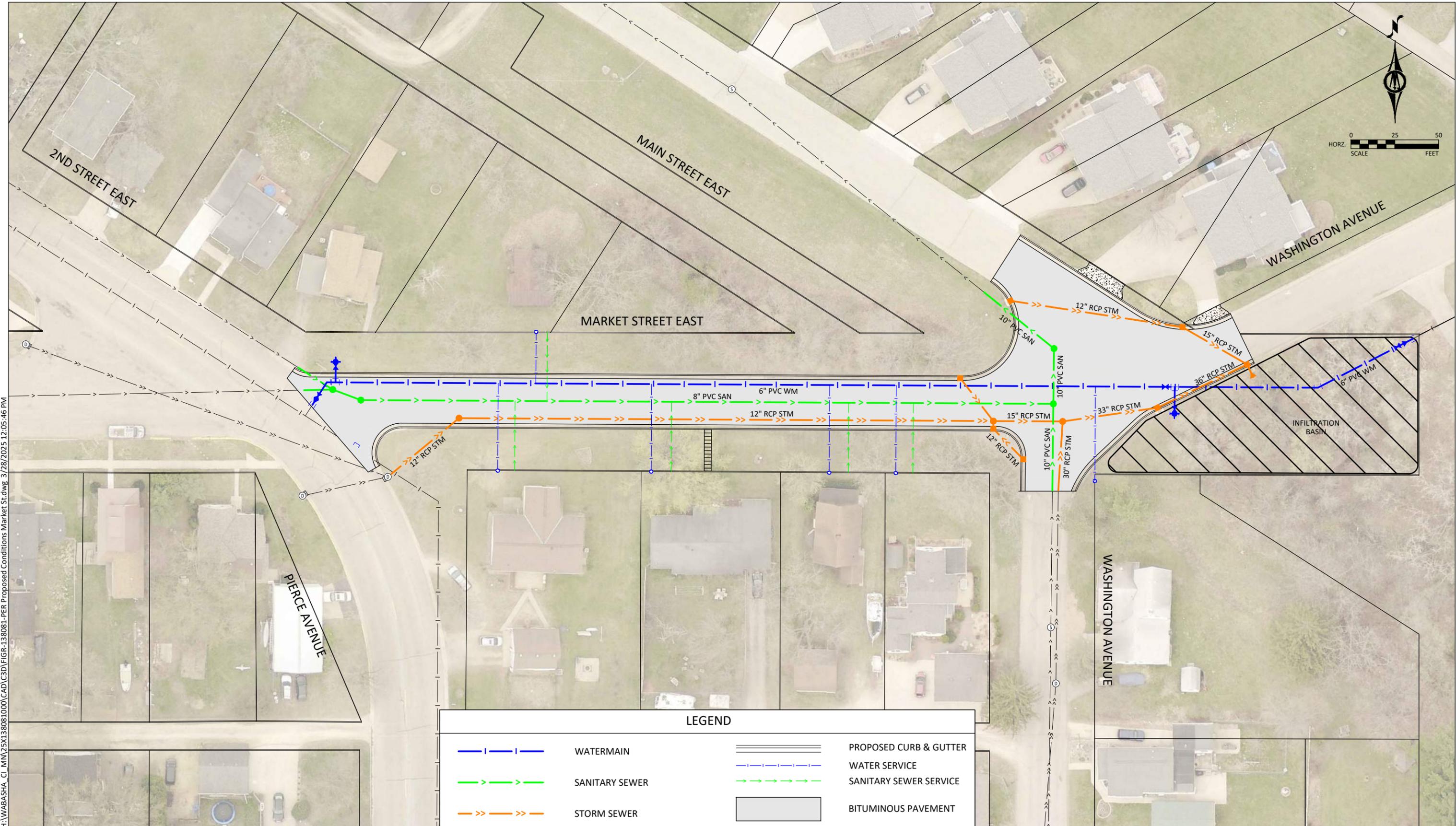


H:\WABASHA_CI_MN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-11th.dwg 3/28/2025 3:18:55 PM



H:\WABASHA_CI_MIN\25X138081000\CAD\C3D\FIGR-138081-PER Proposed Conditions-11th.dwg 3/28/2025 3:19:52 PM





H:\WABASHA_CI_MN\25\138081000\CAD\3D\FIGR-138081-PER Proposed Conditions Market St.dwg 3/28/2025 12:05:46 PM

LEGEND			
	WATERMAIN		PROPOSED CURB & GUTTER
	SANITARY SEWER		WATER SERVICE
	STORM SEWER		SANITARY SEWER SERVICE
			BITUMINOUS PAVEMENT

Appendix B: Preliminary Cost Estimates



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Buena Vista Drive)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	6000	UNIT	\$1.00	\$6,000.00
2	MOBILIZATION	1	LS	\$4,700.00	\$4,700.00
3	TRAFFIC CONTROL	1	LS	\$1,000.00	\$1,000.00
4	BITUMINOUS PATCH SPECIAL	95	SY	\$90.00	\$8,550.00
5	MILL BITUMINOUS SURFACE (2.0")	1875	SY	\$4.50	\$8,437.50
6	BITUMINOUS MATERIAL FOR TACK COAT	245	GAL	\$2.50	\$612.50
7	BITUMINOUS WEAR COURSE	258	TON	\$120.00	\$30,960.00
8	TURF ESTABLISHMENT	615	SY	\$10.00	\$6,150.00
9	INLET PROTECTION	2	EA	\$210.00	\$420.00
				SUBTOTAL:	\$66,830.00
SANITARY SEWER					
10	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	1	EA	\$2,100.00	\$2,100.00
11	SANITARY SEWER CASTING ASSEMBLY	1	EA	\$1,275.00	\$1,275.00
12	SANITARY SEWER I&I BARRIER	1	EA	\$370.00	\$370.00
				SUBTOTAL:	\$3,745.00

BASE CONSTRUCTION SUBTOTAL:	\$70,575.00
CONSTRUCTION CONTINGENCIES (5%):	\$3,500.00
BASE CONSTRUCTION COST:	\$74,075.00
ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$18,600.00
ESTIMATED BASE PROJECT TOTAL:	\$92,675.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Prospect Avenue)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	2050	UNIT	\$1.00	\$2,050.00
2	MOBILIZATION	1	LS	\$1,950.00	\$1,950.00
3	TRAFFIC CONTROL	1	LS	\$750.00	\$750.00
4	BITUMINOUS PATCH SPECIAL	45	SY	\$90.00	\$4,050.00
5	MILL BITUMINOUS SURFACE (2.0")	900	SY	\$4.50	\$4,050.00
6	BITUMINOUS MATERIAL FOR TACK COAT	120	GAL	\$2.50	\$300.00
7	BITUMINOUS WEAR COURSE	112	TON	\$120.00	\$13,440.00
8	TURF ESTABLISHMENT	260	SY	\$10.00	\$2,600.00
				SUBTOTAL:	\$29,190.00

	BASE CONSTRUCTION SUBTOTAL:	\$29,190.00
	CONSTRUCTION CONTINGENCIES (5%):	\$1,500.00
	BASE CONSTRUCTION COST:	\$30,690.00
	ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$7,700.00
	ESTIMATED BASE PROJECT TOTAL:	\$38,390.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
CITY OF WABASHA, MN (4th Street West)
BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	2150	UNIT	\$1.00	\$2,150.00
2	MOBILIZATION	1	LS	\$2,050.00	\$2,050.00
3	TRAFFIC CONTROL	1	LS	\$775.00	\$775.00
4	BITUMINOUS PATCH SPECIAL	50	SY	\$90.00	\$4,500.00
5	MILL BITUMINOUS SURFACE (2.0")	940	SY	\$4.50	\$4,230.00
6	BITUMINOUS MATERIAL FOR TACK COAT	125	GAL	\$2.50	\$312.50
7	BITUMINOUS WEAR COURSE	120	TON	\$120.00	\$14,400.00
8	TURF ESTABLISHMENT	230	SY	\$10.00	\$2,300.00
				SUBTOTAL:	\$30,717.50

	BASE CONSTRUCTION SUBTOTAL:	\$30,717.50
	CONSTRUCTION CONTINGENCIES (5%):	\$1,500.00
	BASE CONSTRUCTION COST:	\$32,217.50
	ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$8,100.00
	ESTIMATED BASE PROJECT TOTAL:	\$40,317.50



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
CITY OF WABASHA, MN (3rd Street West)
BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	6500	UNIT	\$1.00	\$6,500.00
2	MOBILIZATION	1	LS	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL	1	LS	\$1,500.00	\$1,500.00
4	REMOVE CURB & GUTTER	20	LF	\$8.50	\$170.00
5	BITUMINOUS PATCH SPECIAL	130	SY	\$90.00	\$11,700.00
6	MILL BITUMINOUS PAVEMENT	2555	SY	\$4.50	\$11,497.50
7	BITUMINOUS MATERIAL FOR TACK COAT	335	GAL	\$2.50	\$837.50
8	BITUMINOUS WEAR COURSE	320	TON	\$120.00	\$38,400.00
9	B618 CONCRETE CURB & GUTTER	20	LF	\$55.00	\$1,100.00
10	BITUMINOUS CURB & GUTTER	710	LF	\$8.50	\$6,035.00
11	TURF ESTABLISHMENT	270	SY	\$10.00	\$2,700.00
12	INLET PROTECTION	7	EA	\$210.00	\$1,470.00
				SUBTOTAL:	\$87,910.00
STORM SEWER					
13	ADJUST FRAME AND RING CASTING (STORM)	1	EA	\$1,050.00	\$1,050.00
14	STORM SEWER CASTING ASSEMBLY	1	EA	\$1,275.00	\$1,275.00
				SUBTOTAL:	\$2,325.00

BASE CONSTRUCTION SUBTOTAL:	\$90,235.00
CONSTRUCTION CONTINGENCIES (5%):	\$4,500.00
BASE CONSTRUCTION COST:	\$94,735.00
ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$23,700.00
ESTIMATED BASE PROJECT TOTAL:	\$118,435.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Maiden Avenue)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	3550	UNIT	\$1.00	\$3,550.00
2	MOBILIZATION	1	LS	\$3,500.00	\$3,500.00
3	TRAFFIC CONTROL	1	LS	\$800.00	\$800.00
4	REMOVE CURB & GUTTER	5	LF	\$8.50	\$42.50
5	BITUMINOUS PATCH SPECIAL	70	SY	\$90.00	\$6,300.00
6	MILL BITUMINOUS PAVEMENT	1370	SY	\$4.50	\$6,165.00
7	BITUMINOUS MATERIAL FOR TACK COAT	180	GAL	\$2.50	\$450.00
8	BITUMINOUS WEAR COURSE	170	TON	\$120.00	\$20,400.00
9	B618 CONCRETE CURB & GUTTER	5	LF	\$55.00	\$275.00
10	BITUMINOUS CURB & GUTTER	585	LF	\$8.50	\$4,972.50
11	TURF ESTABLISHMENT	25	SY	\$10.00	\$250.00
12	INLET PROTECTION	2	EA	\$210.00	\$420.00
				SUBTOTAL:	\$47,125.00
SANITARY SEWER					
13	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	1	EA	\$2,100.00	\$2,100.00
14	SANITARY SEWER CASTING ASSEMBLY	1	EA	\$1,275.00	\$1,275.00
15	SANITARY SEWER I&I BARRIER	1	EA	\$370.00	\$370.00
				SUBTOTAL:	\$3,745.00

	BASE CONSTRUCTION SUBTOTAL:	\$50,870.00
	CONSTRUCTION CONTINGENCIES (5%):	\$2,500.00
	BASE CONSTRUCTION COST:	\$53,370.00
	ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$13,400.00
	ESTIMATED BASE PROJECT TOTAL:	\$66,770.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (4th Grant Boulevard East)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	4850	UNIT	\$1.00	\$4,850.00
2	MOBILIZATION	1	LS	\$4,700.00	\$4,700.00
3	TRAFFIC CONTROL	1	LS	\$750.00	\$750.00
4	BITUMINOUS PATCH SPECIAL	100	SY	\$90.00	\$9,000.00
5	MILL BITUMINOUS PAVEMENT	1950	SY	\$4.50	\$8,775.00
6	BITUMINOUS MATERIAL FOR TACK COAT	255	GAL	\$2.50	\$637.50
7	BITUMINOUS WEAR COURSE	245	TON	\$120.00	\$29,400.00
8	BITUMINOUS CURB & GUTTER	855	LF	\$8.50	\$7,267.50
9	TURF ESTABLISHMENT	285	SY	\$10.00	\$2,850.00
10	INLET PROTECTION	3	EA	\$210.00	\$630.00
				SUBTOTAL:	\$68,860.00
WATERMAIN					
11	ADJUST VALVE BOX	1	EA	\$420.00	\$420.00
				SUBTOTAL:	\$420.00
BASE CONSTRUCTION SUBTOTAL:					\$69,280.00
CONSTRUCTION CONTINGENCIES (5%):					\$3,500.00
BASE CONSTRUCTION COST:					\$72,780.00
ESTIMATED ENGINEERING, ADMIN & LEGAL:					\$18,200.00
ESTIMATED BASE PROJECT TOTAL:					\$90,980.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Bailey Avenue)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	8700	UNIT	\$1.00	\$8,700.00
2	MOBILIZATION	1	LS	\$8,400.00	\$8,400.00
3	TRAFFIC CONTROL	1	LS	\$1,500.00	\$1,500.00
4	REMOVE CURB & GUTTER	35	LF	\$8.50	\$297.50
5	BITUMINOUS PATCH SPECIAL	165	SY	\$90.00	\$14,850.00
6	MILL BITUMINOUS PAVEMENT	3280	SY	\$4.50	\$14,760.00
7	BITUMINOUS MATERIAL FOR TACK COAT	430	GAL	\$2.50	\$1,075.00
8	BITUMINOUS WEAR COURSE	410	TON	\$120.00	\$49,200.00
9	B618 CONCRETE CURB & GUTTER	35	LF	\$55.00	\$1,925.00
10	BITUMINOUS CURB & GUTTER	1030	LF	\$8.50	\$8,755.00
11	TURF ESTABLISHMENT	340	SY	\$10.00	\$3,400.00
12	INLET PROTECTION	6	EA	\$210.00	\$1,260.00
				SUBTOTAL:	\$114,122.50
STORM SEWER					
13	ADJUST FRAME AND RING CASTING (STORM)	4	EA	\$1,050.00	\$4,200.00
14	STORM SEWER CASTING ASSEMBLY	4	EA	\$1,275.00	\$5,100.00
15	CHIMNEY SEAL (STORM)	1	EA	\$525.00	\$525.00
				SUBTOTAL:	\$9,825.00

BASE CONSTRUCTION SUBTOTAL:	\$123,947.50
CONSTRUCTION CONTINGENCIES (5%):	\$6,200.00
BASE CONSTRUCTION COST:	\$130,147.50
ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$32,600.00
ESTIMATED BASE PROJECT TOTAL:	\$162,747.50



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Alley)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	2050	UNIT	\$1.00	\$2,050.00
2	MOBILIZATION	1	LS	\$2,000.00	\$2,000.00
3	TRAFFIC CONTROL	1	LS	\$450.00	\$450.00
4	BITUMINOUS PATCH SPECIAL	35	SY	\$90.00	\$3,150.00
5	MILL BITUMINOUS PAVEMENT	665	SY	\$4.50	\$2,992.50
6	BITUMINOUS MATERIAL FOR TACK COAT	90	GAL	\$2.50	\$225.00
7	BITUMINOUS WEAR COURSE	85	TON	\$120.00	\$10,200.00
8	TURF ESTABLISHMENT	85	SY	\$10.00	\$850.00
				SUBTOTAL:	\$21,917.50
SANITARY SEWER					
9	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	2	EA	\$2,100.00	\$4,200.00
10	SANITARY SEWER CASTING ASSEMBLY	2	EA	\$1,275.00	\$2,550.00
11	SANITARY SEWER I&I BARRIER	2	EA	\$370.00	\$740.00
				SUBTOTAL:	\$7,490.00
BASE CONSTRUCTION SUBTOTAL:					\$29,407.50
CONSTRUCTION CONTINGENCIES (5%):					\$1,500.00
BASE CONSTRUCTION COST:					\$30,907.50
ESTIMATED ENGINEERING, ADMIN & LEGAL:					\$7,800.00
ESTIMATED BASE PROJECT TOTAL:					\$38,707.50



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
CITY OF WABASHA, MN (Washington Avenue)
BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	5400	UNIT	\$1.00	\$5,400.00
2	MOBILIZATION	1	LS	\$5,200.00	\$5,200.00
3	TRAFFIC CONTROL	1	LS	\$1,000.00	\$1,000.00
4	REMOVE CURB & GUTTER	5	LF	\$8.50	\$42.50
5	BITUMINOUS PATCH SPECIAL	95	SY	\$90.00	\$8,550.00
6	MILL BITUMINOUS PAVEMENT	1810	SY	\$4.50	\$8,145.00
7	BITUMINOUS MATERIAL FOR TACK COAT	235	GAL	\$2.50	\$587.50
8	BITUMINOUS WEAR COURSE	225	TON	\$120.00	\$27,000.00
9	B618 CONCRETE CURB & GUTTER	5	LF	\$55.00	\$275.00
10	BITUMINOUS CURB & GUTTER	1095	LF	\$8.50	\$9,307.50
11	TURF ESTABLISHMENT	380	SY	\$10.00	\$3,800.00
12	INLET PROTECTION	5	EA	\$210.00	\$1,050.00
				SUBTOTAL:	\$70,357.50
SANITARY SEWER					
	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	1	EA	\$2,100.00	\$2,100.00
	SANITARY SEWER CASTING ASSEMBLY	1	EA	\$1,275.00	\$1,275.00
	SANITARY SEWER I&I BARRIER	1	EA	\$370.00	\$370.00
				SUBTOTAL:	\$3,745.00
STORM SEWER					
13	ADJUST FRAME AND RING CASTING (STORM)	1	EA	\$1,050.00	\$1,050.00
14	STORM SEWER CASTING ASSEMBLY	1	EA	\$1,275.00	\$1,275.00
15	CHIMNEY SEAL (STORM)	1	EA	\$525.00	\$525.00
				SUBTOTAL:	\$2,850.00
BASE CONSTRUCTION SUBTOTAL:					\$76,952.50
CONSTRUCTION CONTINGENCIES (5%):					\$3,800.00
BASE CONSTRUCTION COST:					\$80,752.50
ESTIMATED ENGINEERING, ADMIN & LEGAL:					\$20,200.00
ESTIMATED BASE PROJECT TOTAL:					\$100,952.50



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (11th Street East)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	7000	UNIT	\$1.00	\$7,000.00
2	MOBILIZATION	1	LS	\$6,400.00	\$6,400.00
3	TRAFFIC CONTROL	1	LS	\$1,200.00	\$1,200.00
4	REMOVE CURB & GUTTER	6	LF	\$8.50	\$51.00
5	BITUMINOUS PATCH SPECIAL	120	SY	\$90.00	\$10,800.00
6	MILL BITUMINOUS PAVEMENT	2330	SY	\$4.50	\$10,485.00
7	BITUMINOUS MATERIAL FOR TACK COAT	305	GAL	\$2.50	\$762.50
8	BITUMINOUS WEAR COURSE	290	TON	\$120.00	\$34,800.00
9	B618 CONCRETE CURB & GUTTER	6	LF	\$55.00	\$330.00
10	BITUMINOUS CURB & GUTTER	1230	LF	\$8.50	\$10,455.00
11	TURF ESTABLISHMENT	445	SY	\$10.00	\$4,450.00
				SUBTOTAL:	\$86,733.50
SANITARY SEWER					
12	ADJUST FRAME AND RING CASTING SPECIAL (SANITARY)	2	EA	\$2,100.00	\$4,200.00
13	SANITARY SEWER CASTING ASSEMBLY	2	EA	\$1,275.00	\$2,550.00
14	SANITARY SEWER I&I BARRIER	2	EA	\$370.00	\$740.00
				SUBTOTAL:	\$7,490.00
WATERMAIN					
15	ADJUST VALVE BOX	1	EA	\$420.00	\$420.00
				SUBTOTAL:	\$420.00

BASE CONSTRUCTION SUBTOTAL:	\$94,643.50
CONSTRUCTION CONTINGENCIES (5%):	\$4,700.00
BASE CONSTRUCTION COST:	\$99,343.50
ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$24,900.00
ESTIMATED BASE PROJECT TOTAL:	\$124,243.50



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Skyline Drive)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	4850	UNIT	\$1.00	\$4,850.00
2	MOBILIZATION	1	LS	\$18,000.00	\$18,000.00
3	TRAFFIC CONTROL	1	LS	\$2,500.00	\$2,500.00
4	BITUMINOUS PATCH SPECIAL	440	SY	\$90.00	\$39,600.00
5	MILL BITUMINOUS PAVEMENT	8740	SY	\$4.50	\$39,330.00
6	BITUMINOUS MATERIAL FOR TACK COAT	1140	GAL	\$2.50	\$2,850.00
7	BITUMINOUS WEAR COURSE	1090	TON	\$120.00	\$130,800.00
8	TURF ESTABLISHMENT	2280	SY	\$10.00	\$22,800.00
9	INLET PROTECTION	2	EA	\$210.00	\$420.00
SUBTOTAL:					\$261,150.00
WATERMAIN					
10	ADJUST VALVE BOX	3	EA	\$420.00	\$1,260.00
SUBTOTAL:					\$1,260.00

BASE CONSTRUCTION SUBTOTAL:	\$262,410.00
CONSTRUCTION CONTINGENCIES (5%):	\$13,100.00
BASE CONSTRUCTION COST:	\$275,510.00
ESTIMATED ENGINEERING, ADMIN & LEGAL:	\$68,900.00
ESTIMATED BASE PROJECT TOTAL:	\$344,410.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
CITY OF WABASHA, MN (Market Street East)
BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	CONSTRUCTION ALLOWANCE	5000	UNIT	\$1.00	\$5,000.00
2	MOBILIZATION	1	LS	\$36,000.00	\$36,000.00
3	CLEARING & GRUBBING	1	LS	\$20,000.00	\$20,000.00
4	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	185	LF	\$3.50	\$647.50
6	SALVAGE SIGN	3	EA	\$75.00	\$225.00
7	REMOVE BITUMINOUS PAVEMENT	2345	SY	\$5.50	\$12,897.50
8	REMOVE CURB & GUTTER	380	LF	\$4.00	\$1,520.00
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	40	SY	\$10.00	\$400.00
10	REMOVE CONCRETE STEPS	1	LS	\$1,500.00	\$1,500.00
11	STREET SWEEPER (WITH PICKUP BROOM)	15	HR	\$195.00	\$2,925.00
12	EXPLORATORY EXCAVATION	5	HR	\$330.00	\$1,650.00
13	GEOTEXTILE FABRIC TYPE 5	295	SY	\$3.50	\$1,032.50
14	COMMON EXCAVATION (P)	2450	CY	\$16.50	\$40,425.00
15	MUCK EXCAVATION	295	CY	\$17.50	\$5,162.50
16	STABILIZING AGGREGATE	295	CY	\$35.00	\$10,325.00
17	SELECT GRANULAR BORROW (CV) (12") (P)	975	CY	\$30.00	\$29,250.00
18	AGGREGATE BASE CLASS 5 (CV) (10") (P)	815	CY	\$38.00	\$30,970.00
19	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK (P)	2012	SY	\$11.00	\$22,132.00
20	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C) 2.5" THICK (P)	2012	SY	\$16.50	\$33,198.00
21	7" CONCRETE PAVEMENT	282	SY	\$90.00	\$25,380.00
22	CONCRETE CURB & GUTTER DESIGN B624	1280	LF	\$26.00	\$33,280.00
23	6" REINFORCED CONCRETE DRIVEWAY	40	SY	\$80.00	\$3,200.00
24	CONCRETE STEPS	1	LS	\$4,000.00	\$4,000.00
25	TOPSOIL BORROW	340	SY	\$32.00	\$10,880.00
26	INSTALL SIGN	6	EA	\$275.00	\$1,650.00
27	STABILIZED CONSTRUCTION EXIT	2	LS	\$1,650.00	\$3,300.00
28	EROSION CONTROL SUPERVISOR	1	LS	\$1,000.00	\$1,000.00
29	SODDING, TYPE LAWN	2240	SY	\$10.00	\$22,400.00
				SUBTOTAL:	\$365,350.00
SANITARY SEWER					
30	REMOVE SEWER PIPE (SANITARY)	575	LF	\$5.50	\$3,162.50
31	REMOVE MANHOLE (SANITARY)	5	EA	\$585.00	\$2,925.00
32	8"X6" PVC WYE	5	EA	\$440.00	\$2,200.00
33	8" PVC PIPE SEWER	450	LF	\$78.00	\$35,100.00
34	10" PVC PIPE SEWER	130	LF	\$85.00	\$11,050.00
35	6" PVC SANITARY SERVICE PIPE	200	LF	\$60.00	\$12,000.00
36	CASTING ASSEMBLY (SANITARY)	4	EA	\$1,100.00	\$4,400.00
37	CONSTRUCT MANHOLE DESIGN 4007	4	EA	\$5,800.00	\$23,200.00
38	DRAIN TILE REPAIR 4" - 10" (SANITARY)	20	LF	\$30.00	\$600.00
39	GRANULAR BACKFILL (LV)	100	CY	\$15.00	\$1,500.00
40	GRANULAR FOUNDATION (SANITARY)	100	CY	\$35.00	\$3,500.00
				SUBTOTAL:	\$99,637.50
WATERMAIN					
41	REMOVE WATERMAIN PIPE	695	LF	\$6.50	\$4,517.50
42	REMOVE GATE VALVE & BOX	1	EA	\$250.00	\$250.00
43	SALVAGE HYDRANT	2	EA	\$550.00	\$1,100.00
44	TEMPORARY WATER SERVICE	1	LS	\$5,000.00	\$5,000.00
45	4" PVC WATERMAIN	8	LF	\$55.00	\$440.00
46	6" PVC WATERMAIN	660	LF	\$60.00	\$39,600.00
47	HYDRANT	2	EA	\$6,500.00	\$13,000.00
48	WATERMAIN FITTINGS	272	POUND	\$14.00	\$3,808.00
49	6" GATE VALVE & BOX	5	EA	\$2,750.00	\$13,750.00
50	CONNECT TO EXISTING WATERMAIN	2	EA	\$1,500.00	\$3,000.00
51	1" CORPORATION STOP	6	EA	\$440.00	\$2,640.00
52	1" CURB STOP & BOX	6	EA	\$500.00	\$3,000.00
53	1" TYPE K COPPER PIPE	285	LF	\$45.00	\$12,825.00
54	4" INSULATION	75	SY	\$55.00	\$4,125.00
55	DRAIN TILE REPAIR 4" - 10" (WATERMAIN)	20	LF	\$30.00	\$600.00
56	GRANULAR BACKFILL (LV) (WATERMAIN)	100	CY	\$15.00	\$1,500.00
57	GRANULAR FOUNDATION (WATERMAIN)	100	CY	\$35.00	\$3,500.00
				SUBTOTAL:	\$112,655.50
STORM SEWER					
58	REMOVE MANHOLE (STORM)	2	EA	\$600.00	\$1,200.00
59	REMOVE CATCH BASIN	3	EA	\$500.00	\$1,500.00
60	REMOVE SEWER PIPE (STORM)	665	LF	\$7.50	\$4,987.50
61	6" PERF PVC PIPE DRAIN	1135	LF	\$20.00	\$22,700.00
62	6" PVC PIPE DRAIN CLEANOUT	2	EA	\$450.00	\$900.00
63	SUMP PUMP SERVICE	6	EA	\$1,000.00	\$6,000.00
64	12" RCP STORM SEWER	520	LF	\$55.00	\$28,600.00



PRELIMINARY ENGINEER'S ESTIMATE

2025 STREET & UTILITY IMPROVEMENTS
 CITY OF WABASHA, MN (Market Street East)
 BMI PROJECT NO.: 25X138081

Updated: 03-28-2025

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
65	15" RCP STORM SEWER	85	LF	\$64.00	\$5,440.00
66	30" RCP STORM SEWER	40	LF	\$132.00	\$5,280.00
67	33" RCP STORM SEWER	55	LF	\$145.00	\$7,975.00
68	36" RCP STORM SEWER	65	LF	\$165.00	\$10,725.00
69	36" RCP FLARED END SECTION	1	EA	\$4,500.00	\$4,500.00
70	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	2	EA	\$4,500.00	\$9,000.00
71	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	1	EA	\$8,500.00	\$8,500.00
72	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4022	1	EA	\$6,000.00	\$6,000.00
73	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4022	1	EA	\$12,000.00	\$12,000.00
74	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (R-1)	5	EA	\$3,000.00	\$15,000.00
75	CASTING ASSEMBLY (STORM)	10	EA	\$935.00	\$9,350.00
76	CONNECT TO EXISTING STORM SEWER	2	EA	\$935.00	\$1,870.00
77	STORMWATER INFILTRATION BASIN	1125	CY	\$20.00	\$22,500.00
78	STORM DRAIN INLET PROTECTION	12	EA	\$200.00	\$2,400.00
79	SEDIMENT CONTROL LOG TYPE WOOD FIBER	455	LF	\$6.50	\$2,957.50
80	ROCK DITCH CHECK	5	EA	\$200.00	\$1,000.00
81	DRAIN TILE REPAIR 4"-10" (STORM)	20	LF	\$30.00	\$600.00
82	GRANULAR BACKFILL (LV) (STORM)	100	CY	\$15.00	\$1,500.00
83	GRANULAR FOUNDATION (STORM)	100	CY	\$35.00	\$3,500.00
				SUBTOTAL:	\$195,985.00

BASE CONSTRUCTION SUBTOTAL:	\$773,628.00
CONSTRUCTION CONTINGENCIES (5%):	\$38,700.00
BASE CONSTRUCTION COST:	\$812,328.00
ESTIMATED ENGINEERING, ADMIN & LEGAL (25%):	\$203,100.00
ESTIMATED BASE PROJECT TOTAL:	\$1,015,428.00

Appendix C: Preliminary Assessment Roll

Preliminary Assessment Roll
2025 Street & Utility Improvement Project
City of Wabasha, Minnesota
BMI Project No. 25X.138081

3/28/2025

Line	Parcel ID	Owner	Property Address	Owner Address	Non Residential Frontage	ERU for Street Assessment	Street Assessment	Notes
1	R27.01216.00	Jeffrey J & Sharon S Roemer	1050 BRUEGGER VALLEY RD	1050 Bruegger Valley Rd Wabasha, MN 55981		1	\$1,762.93	
2	R27.01215.00	James J Roemer	5 BUENA VISTA DR	5 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
3	R27.01217.00	James J RoemerRevocable Living Trust		100 Bruegger Valley Rd Wabasha, MN 55981		1	\$1,762.93	
4	R27.01218.00	Jeffrey J & Sharon S Roemer		1050 Bruegger Valley Rd Wabasha, MN 55981		1	\$1,762.93	
5	R27.01219.00	Lisa D Voth		2 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
6	R27.01485.00	Charles W Bricher	3 BUENA VISTA DR	3 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
7	R27.01484.00	Charles W Bricher	500 BRUEGGER VALLEY RD	3 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
8	R27.01210.00	Jeffrey L & Paula A Sulla Trust	4 BUENA VISTA DR	4 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
9	R27.01212.00	Jeffrey J & Sharon S Roemer	1 BUENA VISTA DR	1050 Bruegger Valley Rd Wabasha, MN 55981		1	\$1,762.93	
10	R27.01213.00	Lisa D Voth	2 BUENA VISTA DR	2 Buena Vista Dr Wabasha, MN 55981		1	\$1,762.93	
11	R27.00983.00	State Of Minnesota		39 S John Ireland Blvd Saint Paul, MN 55155	215.09	1.75	\$3,085.14	239.1 Total Length
12	R27.00984.00	Katherine A Metzler Collier	834 PROSPECT AVE	834 Prospect Ave Wabasha, MN 55981		1	\$1,762.93	
13	R27.00435.00	Terrence J Lee Trust	730 GRANT BLVD W	598 79th Ave NE Minneapolis, MN 55432		1	\$1,762.93	
14	R27.01244.00	Pamela J Kanz Trust Agreement	723 4TH ST W	3726 Hidden Cv NE Rochester, MN 55906		1	\$1,762.93	
15	R27.00426.06	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	25.7	1	\$0.00	City owned
16	R27.00427.03	John C & Melissa A Walter	736 4TH ST W	1294 89th St New Richmond, WI 54017		1.5	\$2,644.40	1-3 Units (Assume 3)
17	R27.00427.00	City Of Wabasha	724 4TH ST W	900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	100	1	\$0.00	City owned
18	R27.00429.00	David G Darby	712 4TH ST W	712 W 4th St Wabasha, MN 55981		1	\$1,762.93	
19	R27.00420.00	K & M Wabasha Investments LLC	805 3RD ST W	5012 Viola Road NERochester, MN 55906	48.27	1	\$1,762.93	110 Total Length
20	R27.00421.00	K & M Wabasha Investments LLC	817 3RD ST W	5012 Viola Road NE Rochester, MN 55906	100	1	\$1,762.93	
21	R27.00422.03	K & M Wabasha Investments LLC	829 3RD ST W	5012 Viola Road NE Rochester, MN 55906	103.46	1	\$1,762.93	109.66 Total Length
22	R27.00404.00	City Of Wabasha	906 3RD ST W	900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	251.89	2	\$0.00	City owned, 1149.57 Total Length
23	R27.00426.03	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	191.11	1.5	\$0.00	City owned, road splits parcel
24	R27.00426.06	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	43.74	1	\$0.00	City owned, road splits parcel
25	R27.00426.00	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	153	1.25	\$0.00	City owned, road splits parcel
26	R27.01245.00	Carol Ellen Arntson	706 GRANT BLVD W	212 N 6th St Lake City, MN 55041		1	\$1,762.93	
27	R27.00432.00	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	96.25	1	\$0.00	City owned
28	R27.00430.00	City Of Wabasha		900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	195.73	1.5	\$0.00	City owned, 304.02 Total Length
29	R05.00038.00	Gilbertson Farms LLC	18873 HIGHWAY 60	18873 Highway 60 Wabasha, MN 55981	152.42	1.25	\$2,203.67	Farm parcel, used length of improved road within parcel
30	R05.00038.03	William D Krause	66973 SKYLINE DR	420 4th Ave NE Plainview, MN 55964		1	\$1,762.93	
31	R27.00126.06	Coffee Mill Golf Course Inc		180 Coffee Mill Dr Wabasha, MN 55981	2568.35	21.25	\$37,462.36	Golf course, used length along improved road
32	R27.00126.12	Divine House Properties Llp	215 SKYLINE DR	328 5th St SW Willmar, MN 56201		1	\$1,762.93	
33	R27.01633.00	Eric & Jennifer Carlson	217 SKYLINE DR	217 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
34	R27.01017.00	Robert P & Jill D Sill	100 SKYLINE DR	100 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
35	R27.01018.00	David W & Susan K Wills	102 SKYLINE DR	102 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
36	R27.01019.00	James S Wildes Etal (David M Wildes, Eve D Wildes-Richey, William J	103 SKYLINE DR	1519 Crockett Gardens Rd Georgetown, TX 78628		1	\$1,762.93	
37	R27.01020.00	Terrence M Walters Therese Walters Wintering	104 SKYLINE DR	104 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
38	R27.01021.00	Gregory P Williams Alison B Carlini	108 SKYLINE DR	108 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
39	R27.01022.00	Kelly Lafata Cody J Krucker	110 SKYLINE DR	4658 Santiago Ln Bonita Springs, FL 34134		1	\$1,762.93	
40	R27.01023.00	Valentina Alexandra Rozenson	200 SKYLINE DR	37 Woodward Ave Sausalito, CA 94965		1	\$1,762.93	
41	R27.01024.00	Jeffrey L & Brenda K Luther	202 SKYLINE DR	202 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
42	R27.01025.00	Ronald C & Patty J Kuhn	204 SKYLINE DR	204 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
43	R27.01026.00	Joseph P & Jordan M Glomski	206 SKYLINE DR	206 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
44	R27.01027.00	Bruce & Nhung Nedland	208 SKYLINE DR	5369 Timberidge CT SE Rochester, MN 55904		1	\$1,762.93	
45	R27.01028.00	James & Grissel Anhorn	210 SKYLINE DR	210 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
46	R27.01029.00	James S Wildes Etal (David M Wildes Eve D Wildes-Richey William J	212 SKYLINE DR	1519 Crockett Gardens Rd Georgetown, TX 78628		1	\$1,762.93	
47	R27.01030.00	Jodi Zobrist	213 SKYLINE DR	700 Fieldview Dr Smithton, IL 62285		1	\$1,762.93	
48	R27.01031.00	Craig R & Stacie K Prescher	214 SKYLINE DR	214 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
49	R27.01032.00	Ronald D & Carol S Prescher		216 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
50	R27.01033.00	Ronald D & Carol S Prescher	216 SKYLINE DR	216 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
51	R27.01034.00	Asbury Gault Family Trust %Asbury Gault	218 SKYLINE DR	218 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
52	R27.01035.06	Timothy R Kretschmer	220 SKYLINE DR	220 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
53	R27.01035.00	Martin & Gretchen Wilson	20 WILSON WAY	20 Wilson Way Wabasha, MN 55981		1	\$1,762.93	
54	R27.01035.03	Casey H & Leslie M Elliott	230 SKYLINE DR	230 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	

Preliminary Assessment Roll
 2025 Street & Utility Improvement Project
 City of Wabasha, Minnesota
 BMI Project No. 25X.138081

3/28/2025

Line	Parcel ID	Owner	Property Address	Owner Address	Non Residential Frontage	ERU for Street Assessment	Street Assessment	Notes
55	R27.01036.00	Danny J & Mary K Hostetler	304 SKYLINE DR	601 Shreve St Apt 65c Punta Gorda, FL 33950		1	\$1,762.93	
56	R27.01037.00	Roland A & Tanya M Graves	306 SKYLINE DR	306 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
57	R27.01038.00	David D & Marta R Fisk Trust Agreement	308 SKYLINE DR	308 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
58	R27.01039.00	Hoss E & Amelia M Roemer	310 SKYLINE DR	310 Skyline Dr Wabasha, MN 55981		1	\$1,762.93	
59	R27.01041.00	Back Country Properties LLC	314 SKYLINE DR	40580 Bow Trl Nerstrand, MN 55053		1.5	\$2,644.40	1-3 Units (Assume 3)
60	R27.01042.00	John E & Rose Marie Doffing Revocable Trust	316 SKYLINE DR	9094 Links Dr Fort Myers, FL 33913		1	\$1,762.93	
61	R27.01043.00	Thomas J Schoen	318 SKYLINE DR	17 Founders Grn Hudson, WI 54016		1	\$1,762.93	
62	R27.00402.03	Vec Rental LLC	106 4TH GRANT BLVD E	15429 679th St Wabasha, MN 55981		1	\$1,762.93	
63	R27.00402.00	Richard L & Maureen D Byrne	112 4TH GRANT BLVD E	112 4th Grant Blvd E Wabasha, MN 55981		1	\$1,762.93	
64	R27.00400.03	Allan R & Elaine E Roemer	118 4TH GRANT BLVD E	118 4th Grant Blvd E Wabasha, MN 55981		1	\$1,762.93	
65	R27.00400.00	Jeremy E Glarner Jane Arnoldy Haas	124 4TH GRANT BLVD E	2545 Crestwood CT SE Rochester, MN 55904		1	\$0.00	Assessed \$0 due to 2013 project assessment
66	R27.00401.03	City of Wabasha	No information available	900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	33.46	1	\$0.00	City Owned, 51.60 Total Length
67	R27.00361.00	St_felix Church	106 3RD ST E	117 3rd St W Wabasha, MN 55981	267.18	2.25	\$0.00	301.16 Total Length, Assessed \$0 due to 2013 project assessment
68	R27.00357.00	Ricky & Patricia Engler	205 4TH GRANT BLVD E	205 4th Grant Blvd E Wabasha, MN 55981		1	\$0.00	Assessed \$0 due to 2013 project assessment
69	R27.00358.00	Nature A Jensen	211 4TH GRANT BLVD E	211 4th Grant Blvd E Wabasha, MN 55981		1	\$1,762.93	
70	R27.00358.03	Dale Lee & Robin Marie Moret	217 4TH GRANT BLVD E	217 4th Grant Blvd E Wabasha, MN 55981		1	\$1,762.93	
71	R27.00359.00	Kathleen A Geraghty	229 4TH GRANT BLVD E	229 4th Grant Blvd E Wabasha, MN 55981		1	\$1,762.93	
72	R27.00350.00	Grace Memorial Episcopal Churc	205 3RD ST E	PO Box 27 Wabasha, MN 55981	143	1.25	\$2,203.67	
73	R27.00349.03	Christine M Flak	217 BAILEY AVE	217 Bailey Ave Wabasha, MN 55981		1	\$1,762.93	
74	R27.00349.00	David A Hare	206 2ND ST E	206 2nd St E Wabasha, MN 55981		1	\$1,762.93	
75	R27.00210.00	Mary M Gosse Andrea M Gosse	205 2ND ST E	PO Box 65 Wabasha, MN 55981		1	\$1,762.93	
76	R27.00209.00	Busch Assoc Ltd Partnership	212 MAIN ST E	600 Lawrence Blvd E Wabasha, MN 55981	143	1.25	\$0.00	Assessed \$0 due to 2013 project assessment
77	R27.00203.00	Bridget M Lyons	205 MAIN ST E	14154 N County Road 24 Wabasha, MN 55981		1.5	\$0.00	1-3 Units (Assume 3), assessed \$0 due to 2013 project assessment
78	27.00202.00	Jay W & Bree N Jewson	210 LAWRENCE BLVD E	210 Lawrence Blvd E Wabasha, MN 55981		1	\$1,762.93	
79	R27.00345.00	Michael C & Monica Ann Walters	129 3RD ST E	129 3rd St E Wabasha, MN 55981		1	\$1,762.93	
80	R27.00333.00	Russell J Morgan Cheryl Toney	148 2ND ST E	65918 144th Ave Wabasha, MN 55981		1	\$1,762.93	
81	R27.00235.00	Busch Assoc Ltd Partnership	138 BAILEY AVE	600 Lawrence Blvd E Wabasha, MN 55981		1	\$1,762.93	Was not Assessed in 2016
82	R27.00214.00	Busch Assoc Ltd Partnership	148 MAIN ST E	600 Lawrence Blvd E Wabasha, MN 55981	143	1.25	\$0.00	Assessed \$0 due to 2013 project assessment
83	R27.00201.00	St_felix Church	36 BAILEY AVE	117 3rd St W Wabasha, MN 55981		1	\$0.00	Assessed \$0 due to 2013 project assessment
84	R27.00194.00	John B & Karen K Cierzan	24 BAILEY AVE	8800 Boulder Rise Eden Prairie, MN 55347		1	\$1,762.93	
85	R27.00858.00	Larry Wolf	411 MAIN ST E	10411 Cedar Lake Rd Apt 415 Minnetonka, MN 55305		1	\$0.00	Assessed \$0 due to 2013 project assessment
86	R27.00857.00	Marianne E Carr	405 MAIN ST E	405 Main St E Wabasha, MN 55981		1	\$0.00	Assessed \$0 due to 2013 project assessment
87	R27.00856.00	Douglas F & Betsy K Keim Trust	335 MAIN ST E	335 Main St E Wabasha, MN 55981		1	\$0.00	Assessed \$0 due to 2013 project assessment
88	R27.00855.00	Turnbull Aberle LLC % Ellen L Turnbull	323 MAIN ST E	18941 Canyon Cir Villa Park, CA 92861		1	\$0.00	Assessed \$0 due to 2013 project assessment
89	R27.00861.00	Katherine H Mccrea	418 LAWRENCE BLVD E	555 W Arlington Pl Apt 301 Chicago, IL 60614		1	\$1,762.93	Water assessment only in 2013. Assess for Street
90	R27.00860.00	Linda Tenney Trust Agreement C/O Linda Tenney	336 LAWRENCE BLVD E	336 Lawrence Blvd E Wabasha, MN 55981		1	\$1,762.93	
91	R27.00859.00	Jon K & Jo Anne Lineweaver Revocable Living Trust	330 LAWRENCE BLVD E	330 Lawrence Blvd E Wabasha, MN 55981		1	\$1,762.93	
92	R27.00709.00	Jeffery A & Barbara J Klinnert	724 WASHINGTON AVE	724 Washington Ave Wabasha, MN 55981		1	\$1,762.93	
93	R27.00704.00	Jamie & Jayme Conner	730 RUSTIC LN E	730 Rustic Ln Wabasha, MN 55981		1	\$1,762.93	
94	R27.00610.00	Christopher D Binner	729 RUSTIC LN E	729 Ristic Lane E Wabasha, MN 55981		1	\$1,762.93	
95	R27.00603.00	George Walter Hill & David A MentchContract For Deed - Banco Mtg	610 WASHINGTON AVE	gton Ave, Wabasha, MN 55981Contract For Deed - Banco Mtg CO, 379 Hamilt		1	\$1,762.93	
96	R27.00713.00	John W Markey	731 WASHINGTON AVE	731 Washington Ave Wabasha, MN 55981		1	\$0.00	Small portion of lot on project, \$0 assessment due to 2013 assessment
97	R27.00712.00	Richard D Thoeny	723 WASHINGTON AVE	723 Washington Ave Wabasha, MN 55981		1	\$1,762.93	
98	R27.00711.03	Lance C Hagert	717 WASHINGTON AVE	717 Washington Ave Wabasha, MN 55981		1	\$1,762.93	
99	R27.00711.00	Jodi Jungwirth	806 RUSTIC LN E	806 Rustic Ln Wabasha, MN 55981		1	\$1,762.93	
100	R27.00601.00	Sue Ann Schadeck	805 RUSTIC LN E	805 Rustic Ln Wabasha, MN 55981		1	\$1,762.93	
101	R27.00600.00	Lawrence Jeffery Fraki	613 WASHINGTON AVE	613 Washington Ave Wabasha, MN 55981		1	\$1,762.93	

Preliminary Assessment Roll
 2025 Street & Utility Improvement Project
 City of Wabasha, Minnesota
 BMI Project No. 25X.138081

3/28/2025

Line	Parcel ID	Owner	Property Address	Owner Address	Non Residential Frontage	ERU for Street Assessment	Street Assessment	Notes
102	R27.00599.00	Terry F Thobe	609 WASHINGTON AVE	609 Washington Ave Wabasha, MN 55981		1	\$1,762.93	
103	R27.00826.00	Max A Tentis	1107 BROADWAY AVE	1107 Broadway Ave Wabasha, MN 55981		1	\$1,762.93	
104	R27.00827.03	Main Street Developments LLC % Karla Schedlbauer/S Behrns	524 11TH ST E	152 Main St W Wabasha, MN 55981		1	\$1,762.93	
105	R27.00827.00	David J & Patricia J Puetz	1106 MILLIGAN AVE	1106 Milligan Ave Wabasha, MN 55981		1	\$1,762.93	
106	R27.00830.00	Hope Mielke	606 11TH ST E	606 11th St E Wabasha, MN 55981		1	\$1,762.93	
107	R27.00829.03	Gordon A Zanto	624 11TH ST E	624 11th St E Wabasha, MN 55981		1	\$1,762.93	
108	R27.00829.00	Eugene R & Joyce M Passe	1106 PIERCE AVE	1106 Pierce Ave Wabasha, MN 55981		1	\$0.00	Assessment \$0 due to 2019 project assessment
109	R27.00804.03	James P Noll	505 11TH ST E	505 11th St E Wabasha, MN 55981		1	\$0.00	Assessment \$0 due to 2013 project assessment
110	R27.00803.00	Brian K & Angie Wodele	1036 MILLIGAN AVE	1036 Milligan Ave Wabasha, MN 55981		1	\$1,762.93	
111	R27.00802.00	SE MN Multi-County Hra	605 11TH ST E	134 2nd St E Wabasha, MN 55981		1.25	\$0.00	Assessment \$0 due to 2019 project assessment
Totals:						138.25	\$193,041.33	

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

Denotes properties that may have been assessed as a part of the 2012 San Extension project. To be verified.

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

Preliminary Assessment Roll
 2025 Street & Utility Improvement Project
 City of Wabasha, Minnesota
 BMI Project No. 25X.138081

3/28/2025

Line	Parcel ID	Owner	Property Address	Owner Address	Non Residential Frontage	ERU for Water Assessment	Water Service Assessment	ERU for Sewer Assessment	Sewer Service Assessment	ERU for Street Assessment	Street Assessment	Notes
1	R27.00606.00	Robert R & Maria B Johnson	706 MARKET ST E	706 Market St E Wabasha, MN 55981		1	\$4,039.38	1	\$3,727.65	1	\$7,397.74	
2	R27.00605.00	Yvonne E Levasseur	718 MARKET ST E	718 Market St E Wabasha, MN 55981		1	\$4,039.38	1	\$3,727.65	1	\$7,397.74	
3	R27.00604.00	William B Russell	724 MARKET ST E	16263 N 300 E Rd Danvers, IL 61732		1	\$4,039.38	1	\$3,727.65	1	\$7,397.74	
4	R27.00603.00	George Walter Hill & David A Mentch Contract For Deed - Banco Mtg CO	610 WASHINGTON AVE	George Walter Hill & David A Mentch, 610 Washington Ave, Wabasha, MN 55981 Contract For Deed - Banco Mtg CO, 379 Hamilton Row, Birmingham, MI 48009		1	\$4,039.38	1	\$3,727.65	1	\$0.00	Assessed for Mill & Overlay
5	R27.00599.00	Terry F Thobe	609 WASHINGTON AVE	609 Washington Ave Wabasha, MN 55981		1	\$4,039.38			1	\$0.00	Assessed for Mill & Overlay
6	R27.00888.00	Richard E Counter	635 MARKET ST E	1810 Cass St La Crosse, WI 54601						1	\$7,397.74	Added sanitary and water service
7	R27.00887.00	Richard E Counter	0	1810 Cass St La Crosse, WI 54601		1	\$4,039.38	1	\$3,727.65	1	\$7,397.74	
8	R27.00889.00	Richard E Counter	0	1810 Cass St La Crosse, WI 54601						1	\$7,397.74	
9	R27.00882.00	City Of Wabasha	0	900 Hiawatha Dr E PO Box 268 Wabasha, MN 55981	36.69					1	\$0.00	City Owned
10	R27.01197.06	Isaac Lien	625 MAIN ST E	625 Main St E Wabasha, MN 55981						1	\$0.00	Duplex. Assessment \$0 due to 2013 project assessment
11	R27.01197.00	Kimberly D Wolter	623 MAIN ST E	623 Main St E Wabasha, MN 55981						1	\$0.00	Duplex. Assessment \$0 due to 2013 project assessment
12	R27.01197.03	Kelly A Mcdonald	619 MAIN ST E	619 Main St E Wabasha, MN 55981						1	\$0.00	Duplex. Assessment \$0 due to 2013 project assessment
Totals:						6	\$24,236.30	5	\$18,638.26	12	\$44,386.45	

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

Utilities Commission

5) 3)

Meeting Date: 06/30/2025

ITEM TITLE: California Overland Industrial Wastewater Pretreatment Agreement

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

California Overland is planning to expand their facilities to include a new industrial truck wash for cleaning tankers that haul animal-based products. The wastewater generated from their proposed process is considered “high strength” and requires an industrial pretreatment agreement for the City to accept and treat the waste at the municipal wastewater treatment facility. The agreement includes discharge limitations and requirements for constructing pretreatment facilities to ensure the waste is of acceptable quantity and quality for the city to accept, along with provisions for monitoring the waste to ensure compliance is met. The agreement also includes special user rates and a fee structure applied specifically to the industry based on a cost-of-service analysis (COSA), which ensure California Overland is paying a proportional price in comparison to their usage of the city’s conveyance and treatment systems. The agreement was drafted by City staff with legal and technical assistance from Flaherty-Hood and Bolton & Menk. California Overland has reviewed and accepted the terms and conditions of the treatment agreement. We ask that (Utility Board / Council) motion to approve the agreement as drafted, which City staff will then work with California Overland to execute and implement the agreement.

ACTION REQUIRED:

Motion to approve and recommendation of approval for Wabasha City Council.

Attachments

California Overland Industrial Wastewater Pretreatment Agreement

**INDUSTRIAL WASTEWATER
PRETREATMENT AGREEMENT
CITY OF WABASHA AND ITS UTILITY
COMMISSION
&
CALIFORNIA OVERLAND LTD**

THIS INDUSTRIAL WASTEWATER PRETREATMENT AGREEMENT (“Agreement”) is made by and between the City of Wabasha, Minnesota, a municipal corporation (“City”), and the California Overland Ltd (“CAO”), a limited liability company located in the City of Wabasha. It is effective upon the date it has been executed by both parties (“Effective Date”).

WHEREAS, the City is the owner and operator of a Wastewater Treatment Facility (“WWTF”) located within the City of Wabasha, County of Wabasha, and State of Minnesota, which has a discharge to Robinson Lake in the Mississippi River and

WHEREAS, the City holds an NPDES operating permit (MN0025143) for the WWTF as a part of the national and state disposal permit program administered by the Minnesota Pollution Control Agency under the Clean Water Act, as amended (33 USC 1251), and Minn. Stat. Chapters 115 and 116, and Minn. Rules Chapter 7001 and 7050; and

WHEREAS, Chapter 53 of the Wabasha City Code of Ordinances (“City Code”) sets forth prohibitions, standards, and permitting requirements for the discharge of industrial wastewater to the City’s WWTF; and

WHEREAS, CAO operates a trucking facility within the City that provides refrigerated transportation services across the United States and Canada, and desires to discharge wastewater from its truck wash operations to the City’s WWTF; and

WHEREAS, CAO meets the definition of an industrial user (“IU”), pursuant to Chapter 53 of the City Code, and the City is therefore required to prepare and execute an industrial wastewater treatment agreement with CAO that complies with all applicable Pretreatment Standards and Requirements; and

WHEREAS, the City and CAO acknowledge that pursuant to the terms of this Agreement, and at the time of this Agreement's execution, CAO does not meet the definition of Significant Industrial User under federal, state, and local law and regulations; and

WHEREAS, CAO proposes to discharge pretreated wastewater from washing trucks that hauled products from the approved products list in Exhibit A, and the City is willing to authorize this discharge under specified pretreatment, operational, and monitoring conditions as contained herein; and

WHEREAS, the parties acknowledge that discharge authorization is contingent upon

compliance with preliminary effluent limits, including but not limited to parameters for flow, carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), total phosphorus (TP), pH, temperature, fats/oils/grease (FOG), and odor; and

WHEREAS, this agreement restricts CAO to truck wash operations for only products on the approved products list as authorized in Exhibit A, but CAO may seek to expand this agreement to allow washing of other products by modifying Exhibit A in the future by requesting a modification pursuant to this agreement; and

WHEREAS, the City retains the authority to require additional pretreatment technology (including but not limited to dissolved air flotation or suspended air flotation) and/or to restrict CAO's discharge altogether should operational issues, code violations, or noncompliance with this Agreement occur; and

WHEREAS, the purpose of this Agreement is to set forth the rights and obligations of the City and CAO for management of CAO's wastewater.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows.

ARTICLE I. DEFINITIONS

As used in this Agreement, unless a different meaning clearly appears from the context, and in accordance with Wabasha City Code Chapter 53.01 and applicable federal and state law:

A. "Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq.

B. "Average Flow" means the average volume of wastewater generated by a user over a specified period, typically expressed in gallons per day.

C. "Biochemical Oxygen Demand" (BOD₅, or CBOD₅ for Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedures, expressed in pounds per day (lbs/d/).

D. "City" means the area within the corporate boundaries of the City of Wabasha, including the Utilities Commission or its authorized representative.

E. "Commission" means the Utilities Commission of the City.

F. "Debt Service Charge" means a charge to users of the wastewater treatment facility for the purpose of repaying capital costs.

G. "FOG" means fats, oils, and grease.

H. "Floatable Oil" means oil, fat, or grease in a physical state such that it will separate

by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

I. “Industrial User” means any entity, as defined in the *Standard Industrial Classification Manual* (latest edition) that discharges wastewater to the public sewer according to the Wabasha City Code of Ordinances Chapter 53.

J. “Industrial Waste” The liquid water borne wastes from industrial or commercial processes, excepting domestic sewage.

K. “Industrial User Charge” means the specific industrial user service charge that the Utility Commission adopts for COA pursuant to its costs of service analysis.

L. “Infiltration/Inflow” means water other than wastewater that enters the sewer system from the ground or from surface runoff, as defined in Minnesota Rules.

M. “LAD” means liquid animal digest.

N. “MPCA” means the Minnesota Pollution Control Agency, or Minnesota Pollution Control Agency staff as delegated by the Minnesota Pollution Control Agency.

O. “Normal Strength Domestic Wastewater (NSDW)” means wastewater that is primarily introduced by residential users with BOD5 concentrations not greater than 270 mg/l and total suspended solids (TSS) concentrations not greater than 320 mg/l.

P. “NPDES” means the A permit issued by the MPCA, setting limits on pollutants that a permittee may legally discharge pursuant to §§ 402 and 405 of the Act, being U.S.C. §§ 1342 and 1345.

Q. “Parties” or “the Parties” refers jointly to the City and CAO.

R. “Phosphorous, Total (TP)” means a nutrient for plant growth, measured in mg/l and determined by mass load.

S. “pH” means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of 0.000,000,1 grams/liter, or 10⁻⁷ grams per liter. “Sanitary Sewer” means sewer designed to carry only liquid and water-carried wastes from residential, non-residential and industrial sources together with minor quantities of I/I.

T. “Sewer” means a pipe or conduit that carries wastewater or drainage water.

U. “Sewer Service Charge” means the total amount billed to users of the wastewater system, consisting of the user charge and any applicable debt service charge.

V. “Significant Industrial User” (SIU) means any industrial user of the City WWTF that: has an equivalent wastewater flow of 25,000 gallons or more per average work day; contributes a

load of five percent or more of the capacity of the WWTF; or is designated as significant by the City or the MPCA on the basis that the SIU has a reasonable potential to adversely impact the WWTF, or the quality of its effluent or residuals.

W. “Standard Methods” means the examination and analytical procedures set forth in the latest edition at the time of the analysis of *Standard Methods for the Examination of Water and Wastewater* as prepared, approved, and published jointly by the American Public Health Association, the Water Environment Federation, and the American Water Works Association. Such Standard Methods shall also conform to Federal Register Reprint 40 CFR 136, Guidelines Establishing Test Procedures for Analysis of Pollutants (Oct. 16, 1973).

X. “Suspended Solids or Total Suspended Solids” (TSS) means the total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and is removable for laboratory filtering as prescribed in Standard Methods for the Examination of Water and Wastewater (latest edition).

Y. “TKN” means the Total Kjeldahl Nitrogen which is contained in the wastewater. The methods for determining TKN limits shall be set forth in Standard Methods.

Z. “User” means any person who discharges, causes, or permits discharge of wastewater into the City’s sanitary sewer system.

AA. “User Charge” means charge of users of a treatment facility for the user’s proportionate share of the cost of operation and maintenance, including replacement.

BB. “Wastewater” means liquid and water-carried waste from residential, commercial, and industrial sources, and any groundwater, surface water, or stormwater that may be present.

CC. “Wastewater Treatment Facility” (WWTF) means the land, devices, facilities, structures, equipment and processes owned or used by the city for the purpose of the transmission, storage, treatment, recycling and reclamation of municipal wastewater, and the disposal of residues resulting from the treatment.

ARTICLE II. AUTHORITY AND SCOPE

A. This Agreement is made pursuant to Chapter 53: Wastewater Treatment, of the City of Wabasha’s Code of Ordinances, which are incorporated by reference herein.

B. The language within the Articles of this Agreement shall be construed to be consistent with the language used within the City’s Ordinances. If there is ambiguity or a conflict between the language in this Agreement and the City’s Ordinances, this Agreement shall control as long as all requirements and the intent of the City’s Ordinances are satisfied.

ARTICLE III. PRETREATMENT COLLECTION AND TREATMENT

A. The City will collect and treat CAO’s pretreated wastewater as set forth in this Agreement. CAO’s pretreated industrial wastewater shall be from truck wash operations from trucks that have hauled only those products listed on the Approved Product List in Exhibit A.

B. At its own expense, CAO shall construct, operate, and maintain a pretreatment system to treat its wastewater prior to discharge to the City's WWTF. CAO is responsible to ensure that the pretreatment system can maintain compliance with the local limits and requirements set forth in Article IV of this Agreement. Prior to constructing the pretreatment system, CAO shall provide the City the design documents (i.e. plans and specifications) for the pretreatment system. The City may require revisions to the proposed pretreatment system and applicable design documents (if needed) as it relates to the ability of CAO to meet the requirements of this Agreement. The City has the right of entry to access and inspect the pretreatment system, and shall be granted entry to the premises for such purposes after giving notice 24 hours in advance.

C. At its own expense, CAO shall install, operate, and maintain wastewater metering facilities in order to measure CAO wastewater flow and loading on a continuous basis. The wastewater metering facilities shall be equipped with a flow volume totalizer and flow proportional sampler. The wastewater metering facilities, including the flow volume totalizer and composite sampler, shall be located on CAO property and made accessible to the City for performing monitoring and sampling consistent with the sampling frequency indicated in Table 1. The City shall collect composite samples to be analyzed for the constituents listed in Table 1, by a certified testing laboratory. The City has the right to collect samples at any time and shall have immediate access to the metering and sampling facilities.

D. CAO shall reimburse the City for the reasonable costs of laboratory testing of the samples. The frequency of sampling will be evaluated annually and adjusted by agreement of the City and CAO. If the test results of the parameters show a consistent pattern, then the sample frequency may be reduced to an amount that is agreeable to both the City and CAO. Upon CAO's request, copies of all analyses and laboratory reports will be provided to CAO by the City.

E. CAO shall have the right to request to observe the testing and sampling procedures utilized by the City at the wastewater metering facilities, and to request to split any samples collected by the City for CAO's own analysis.

F. The City will, on a regular basis, submit to CAO a statement setting forth any violations of quality or quantity or composition of the wastewater CAO has discharged into the WWTF during the preceding billing report.

G. CAO shall be responsible for maintaining, repairing, and replacing the aforementioned metering and sampling facilities and shall calibrate said components to operate within the manufacturer's established limits of accuracy. CAO shall coordinate and furnish all costs to have a certified meter calibration completed at least once per year and shall provide the calibration report to the City for its records. The City may, at its own expense, have a duplicate certified meter calibration completed at any time after providing notice to CAO.

H. The City may require CAO to temporarily reduce or eliminate its flows and loadings to the City so that the City can conduct maintenance at the City WWTF. The City shall provide CAO written notice at least fifteen (15) days prior to requiring CAO to temporarily reduce or eliminate flows and loadings for maintenance purposes. The City shall make good faith efforts to schedule such maintenance to avoid unnecessary interruptions to CAO's operations. In the event

that emergency maintenance of the City’s plant is required, the City may immediately require CAO to temporarily reduce or eliminate flows and loadings after notice by phone, but the City shall provide written notice within seven (7) days.

I. If the City determines it is necessary, the City may require, CAO to submit a Slug Discharge Plan (“SDP”) to the City for comment, proposed revisions, and final approval. Any SDP required by the City must ensure compliance with applicable local limits and address the following:

- (1) A plan for real-time monitoring for slug loads (e.g., excessive BOD₅)
- (2) A plan to minimize or eliminate the impact on the City’s Plant and sewer works of any slug loads that are identified through real-time monitoring.
- (3) A schedule for implementation of the specified plans.

ARTICLE IV. WASTEWATER DISCHARGE LIMITATIONS & MONITORING

A. CAO’s pretreated discharge to the City’s WWTF shall comply with wastewater limitations in Table 1 at the point of discharge of its effluent to the City’s sanitary sewer collection system:

**TABLE 1
Local Wastewater Discharge Limitations & Monitoring**

Parameter	Limitations		Sample Method	Minimum Frequency
	Maximum Calendar Month Average	Daily Maximum		
Flow (gpd)	10,500 gpd	10,500 gpd	Measured Continuous	Daily
CBOD ₅ (lbs/day)	42 lbs/day	42 lbs/d	24-hour Flow Composite	Once Per Week
TSS (lbs/day)	48 lbs/day	48 lbs/d	24-hour Flow Composite	Once Per Week
TP (lbs/day)	1.2 lbs/day	1.2 lbs/day	24-hour Flow Composite	Once Per Week
TKN (lbs/day)	Monitor Only	Monitor Only	24-hour Flow Composite	Once Per Week
Total Sulfate	--	Monitor Only	24-hour Flow Composite	Once Per Week
pH (SU)	--	6.0 – 9.0	Grab	Once Per Week
Oil & Grease (O&G)	--	100 mg/L	Grab	Once Per Week

B. CAO agrees to take all steps reasonable and necessary to manage or limit discharges such as to not to cause or contribute to violations of the above applicable local limits and City's NPDES permit and other Minnesota and federal wastewater regulations.

C. Any change in the volume or characteristics of industrial waste discharged which CAO knows or has reason to believe will have either interaction with other wastes or have a negative impact on the treatment process, or the City's ability to comply with its NPDES permit, shall be immediately reported to the City.

D. CAO shall notify the City immediately by phone, and within seven (7) days in writing, of any spill or discharge which may result in a violation of the above local limits and/or City's NPDES permit limits or may cause an upset at the WWTF.

E. CAO shall not discharge wastewater to the City's WWTF that violates Chapter 53 of the City's Code, which is incorporated by reference herein, and includes, but is not limited to the following discharge prohibitions:

(1) Wastewater that causes noxious or offensive odors as determined by the City. If the City reasonably determines that CAO's operations or discharge are causing noxious or offensive odors, the City may require CAO to make changes to its pretreatment facility or other operations to address the City's odor concerns.

(2) Wastewater having a temperature greater than 150°F (65.6°C), or that causes, individually or in combination with other wastewater, the influent at the treatment facilities to exceed 104°F (40°C), or that contains heat in amounts detrimental to biological activity in the treatment process;

(3) Fats, wax, grease, or oils in excess of 100 mg/l, or substances that solidify or become viscous at temperatures between 32°F and 150°F (0°C and 65.6°C).

(4) "Slug" discharges—that is, discharges in concentration or flow that, for a duration of 15 minutes or more, exceed five times the average 24-hour concentration or flow under normal operations.

(5) Food waste not properly shredded such that all particles are carried freely under normal flow conditions, with no particle exceeding one-half inch in any dimension.

(6) Noxious or malodorous liquids, gases, or solids.

(7) Wastewater with objectionable color that is not removed in the treatment process.

(8) Inert suspended solids in quantities that may disrupt treatment operations.

(9) Radioactive materials in concentrations exceeding limits established by applicable state and federal regulations.

(10) Wastewater with BOD₅ or suspended solids levels that require additional treatment

beyond the City's capabilities, unless expressly permitted in writing pursuant to § 53.05 of the City Code.

(11) Substances that cannot be treated to meet effluent quality standards in the City's NPDES/SDS permit or that would cause a violation of any local, state, or federal regulation.

F. If CAO discharges any prohibited substances or characteristics as described above or in Chapter 53, the City may take any action authorized under Chapter 53.08 (C)(11)–(13) of the City Code, including: refusing to accept the discharge; requiring pretreatment in accordance with 33 U.S.C. § 1317(b); requiring control over the rate or quantity of discharge; requiring payment for the City's additional costs for handling, treatment, or disposal; and requiring that all pretreatment or equalization facilities be designed, installed, operated, and maintained at CAO's expense, subject to City and MPCA review and approval.

G. Monitoring. The sample method and minimum frequency are summarized in Table 1. Samples shall be taken at the designated sampling facilities in the manner described in Article III.

ARTICLE V. CHARGES, FEES & SURCHARGES

A. In consideration for the connection to and use of the City's WWTF, CAO agrees to pay the City charges, user fees, and surcharges consistent with applicable City Code and this section.

B. Initial Sewer Availability Charge. Prior to establishing an industrial waste connection to the City's WWTF and collection system for purposes of discharging industrial waste to the City's WWTF, CAO shall pay the City an initial sewer availability charge (SAC). The SAC charge shall be based upon the City's current sewer availability charges, as defined in the City's Code of Ordinances Chapter 53 and detailed in the City of Wabasha Fee Schedule, which is incorporated by reference herein. The SAC charge at the time of execution of this contract is \$600 per connection..

C. Industrial User Charge. CAO agrees to pay a monthly industrial user charge to the City that is consistent with the City's Code, which requires that CAO pay Operation, Maintenance and Replacement Costs (OM&R) in proportion to its contribution of wastewater flows and loadings to the City's WWTF. The industrial user charge cannot be less than the charge for normal domestic strength waste. The industrial user charge shall be adopted by resolution and determined by the City's Utility Commission pursuant to the City's most recent cost-of-service analysis (COSA) that was specifically developed for the City WWTF and Collection System as the basis for establishing CAO's industrial user charges payable to the City. The COSA based industrial user charges are typically updated annually by the Utility Commission consistent with item D below. The industrial user charges are applied in combination with CAO's measured flow and pollutant loading contributions to charge the industry for proportional use of the City's treatment and collection system. The monthly user charges at the time of this agreement are summarized as follows:

- a. Flow - \$2.98 per 1,000 gallons
- b. CBOD5 - \$1.12 per lbs.

- c. TSS - \$0.74 per lbs.
- d. TP - \$21.91 per lbs.

The above user charges are applied in conjunction with the calculated calendar month average contributions to determine the costs for each parameter.

D. From time to time the City's Utility Commission may update or amend the significant industrial user charge, surcharges and other applicable charges via duly adopted resolution. Prior to adopting any increase in the industrial user charge or surcharges, the City shall complete an updated COSA analysis and provide written notice and a copy of the updated COSA analysis to COA. Any amendments or increases to the industrial user charge, surcharge or other charges adopted by the City and/or Utility Commission via resolution shall be immediately effective upon adoption as if incorporated directly herein or upon some alternative effective date as detailed in the resolution.

E. Excess Flow and Loading Surcharge. If CAO's discharges to the City system exceed the maximum calendar month average parameters contained in Article IV, the City shall impose a surcharge of 2.0 times the applicable user charge for the individual parameter(s) exceeding the limitation in addition to the base industrial user charge. The surcharge will be applied to only the portion of the measured value exceeding the maximum calendar month average limitation, as well as any applicable fines and penalties. If CAO's discharges to the City system exceed the daily maximum limitations contained in Article IV, the City will impose a per-occurrence charge applicable to the specific parameter in violation. The per-occurrence charges are summarized as follows:

- a. Flow - \$200 per occurrence for each day exceeding the daily maximum flow.
- b. CBOD5 - \$200 per occurrence for each day exceeding the daily maximum allocation.
- c. TSS - \$200 per occurrence for each day exceeding the daily maximum allocation.
- d. pH - \$100 per occurrence for each day the measured value is outside the acceptable range.
- e. Oil & Grease - \$100 per occurrence for each day exceeding the daily maximum allocation.

F. Billing & Payment. Unless otherwise stated herein, the City shall bill all applicable charges, user fees, and surcharges to CAO monthly. Payment is due within 30 days of receipt of the bill. The monthly bill provided to CAO will include the monthly sampling data and flow measurements as justification for the applicable industrial user charges and surcharges.

G. Remedies for non-payment. Failure of CAO to submit timely payment for charges, user fees, and surcharges properly due and payable pursuant to this agreement and the City Code of Ordinances may be subject to penalties, costs, attorney's fees, certification for collection, and/or civil action, in lieu of or in addition to other remedies specified in the agreement or any other remedies otherwise available to the City at law.

ARTICLE VI. EXCEEDANCES; VIOLATIONS

A. For violations of the effluent limits or other terms and conditions in this Agreement or City Code, the City may impose a penalty of up Two Thousand Dollars (\$2000) per day per violation pursuant to Wabasha City Code Chapter 53.99.

B. Upon determination that CAO has violated or is violating applicable provisions of this agreement, the City Code, or related permits, the City shall issue a notice of violation. The notice of violation may require CAO to take corrective actions to ensure compliance with this Agreement within a designated time frame and may impose any applicable surcharges, fines, penalties or additional costs incurred by the City as a result of the violations. CAO shall respond to the notice of violation and submit to the City an adequate explanation for the violation and a plan for taking the corrective actions required by the City within the time period designated by the City. Submission of a plan in no way relieves CAO of liability for any violations occurring before or after the issuance of the notice of violation. If CAO fails to timely correct the violations, implement the corrective actions, or pay any applicable fines, surcharges or penalties, the City may terminate this agreement and suspend or terminate wastewater service to CAO consistently with Article VII, D.

C. If the City receives any fines or penalties for a violation of its NPDES permit due in whole or in part to CAO's discharge, any such fines or penalties that are attributable to CAO's operations or discharge will be assessed to CAO and shall be paid to the City within 30 days after receipt of a demand from the City.

D. Notwithstanding any language to the contrary in this agreement, if the City's collections system or WWTF is damaged in any way as a result of CAO's operations, flows and/or loadings, CAO shall be financially responsible for any of the damage and repairs to the City's facilities that can be reasonably attributable to CAO.

ARTICLE VII. TERM OF AGREEMENT, DEFAULT, AND REMEDIES

A. This Agreement shall be in effect for five (5) years from the Effective Date. On or before One Hundred Eighty (180) days prior to the expiration of the Agreement, CAO may make a written request to enter a new or amended IU agreement with the City. If CAO makes such a written request, the City shall negotiate in good faith with CAO to enter a new or amended IU agreement.

B. Notwithstanding the foregoing, upon not less than six (6) months advance written notice, CAO may terminate this Agreement; however, all outstanding User Charges, Surcharges, Fines, Penalties or Debt Service Charges, shall be paid in full by CAO prior to termination of this Agreement.

C. The terms and conditions of this Agreement are subject to modification by the City during the term of the Agreement for good cause, which includes but is not limited to changes or modifications of the City's NPDES Permit, and/or changes to federal and state law or City Code. The City shall notify CAO of any proposed modifications to the City's NPDES Permit as soon as the City becomes aware of such proposed modifications and the Parties shall negotiate in good faith a resolution to the economic effect thereof prior to the effective date of such modifications. All other modifications must be agreed upon in writing and signed by the parties.

(1) In addition to modifications for cause by the City, CAO may request modifications or additions to the Approved Product List contained in Exhibit A. Such requests should be made in writing and contain sufficient technical information for the City to evaluate whether it can reasonably accommodate such additions to the Approved Product List. CAO understands that adding products to the Approved Product List may require the City to reevaluate the flow and loading limits and related charges and other requirements in this Agreement. If CAO's request requires the City to engage its consultant to perform significant technical review, the City may seek reimbursement for such costs that are directly attributable to CAO's request. Any such modification to the Approved Product List must be made in writing and signed by duly authorized representatives of both parties.

D. Notwithstanding any language in this Agreement to the contrary, if CAO's wastewater discharges violate the local limits or cause or contribute to any material violations of the City's NPDES permit or other applicable state and federal wastewater laws and regulations, the City may do the following: immediately require CAO to curtail operations as necessary to ensure compliance with the applicable limits as established in this Agreement; suspend or terminate service to the CAO by temporarily or permanently severing the connection between the City's WWTF and CAO. Before the City may suspend or terminate service to the CAO under this section, the City shall first provide advance written notice to CAO. If CAO resumes compliance within the timeframe required by the City in its written notice, the City may not suspend service to CAO.

E. Notwithstanding any other provision of this Agreement, if the City reasonably determines that CAO's discharge to the City poses a substantial and immediate threat to human health or the environment or is likely to cause substantial damage to the City's WWTF, the City may take immediate action to require CAO to address this issue and if CAO fails to address the issue to the City's satisfaction the City may temporarily require CAO to reduce flows and loadings or the City may sever the connection between the City's WWTF and CAO until the threat has ended. The City shall notify CAO of said emergency action immediately by phone, and within seven (7) days after the action in writing.

F. Default. Any qualifying default event must first be handled via good faith negotiations between the parties. If such good faith negotiations fail to bring the defaulting party into compliance with the Agreement, the party not in default may seek remedy via the provisions of this section.

(1) Default by CAO. If the CAO shall default in the observance or performance of any of the covenants, obligations or conditions of this Agreement, which CAO is required to observe or perform, and such default shall continue for sixty (60) days after written notice to the CAO, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon may terminate this Agreement at its option, in addition to exercising any and all other rights and remedies provided at law or in equity, including specific performance hereof.

(2) Default by City. If the City shall default in the observance or performance of any of the covenants, obligations or conditions in this Agreement, which the City is required

to observe or perform, and such default shall continue for sixty (60) days after written notice to the City, then CAO may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising all other rights and remedies provided at law or in equity, including specific performance hereof.

(3) Defaulting Party Responsible for Costs and Fees. In addition to the treatment services, amounts payable set forth or permitted in this Agreement, and other obligations of the Parties under this Agreement, upon the occurrence of an event of default by either Party, the defaulting Party shall pay to the non-defaulting Party all costs and fees, including reasonable attorney's fees, related to enforcing this Agreement if such default is validated by a court of law, arbitration panel, or other third party neutral.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. The City will keep books, records and accounts in which complete entries shall be made available of all transactions and costs relating to the WWTF. The books, records and accounts shall at all reasonable times be subject to inspection and copying by CAO. CAO may from time to time review such books and records. The City shall also provide to CAO information regarding the design or other technical information regarding the City WWTF and its related facilities CAO may request from time to time.

B. CAO shall allow the City entry onto CAO's premises for inspection and monitoring purposes at any time that the City requests entry.

C. The City and CAO each represent they have right, title and authority to enter into this Agreement.

D. The City and CAO agree that this Agreement constitutes the entire understanding of the Parties hereto, and that no prior or contemporaneous oral or written understandings of the Parties shall be applicable hereto except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for wastewater management and treatment within the City, provided that no such action shall affect or impair CAO's rights hereunder.

E. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed, postage prepaid, by certified or registered mail, to:

(1) City of Wabasha
Attn: City Administrator
900 Hiawatha Drive East
Wabasha, MN 55981

(2) California Overland Ltd

Attn: President
213 Industrial Court
Wabasha, MN 55981

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Remedies provided in this Agreement are not exclusive of any other rights or remedies that might be available to the Parties at law or in equity.

G. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, except as herein limited.

H. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

I. **Dispute Resolution.** In order to provide a mechanism for resolving disputes between the parties, the parties agree that any dispute, claim or controversy arising out of or relating to this agreement including any action in tort, contract or otherwise, at equity or at law (a "Dispute"), shall be resolved in accordance with this section.

(a) **Negotiations.** Within 30 calendar days after either party's receipt of a written notice of a Dispute from the other party, the Dispute shall be submitted for resolution through good faith negotiations between representatives of the Parties with authority to resolve the matter. Such persons shall meet to negotiate in good faith to resolve the matter within 60 calendar days after notice of the Dispute (unless the parties mutually agree to extend the negotiations)

(b) **Mediation.** Any Dispute which cannot be resolved by the negotiation provisions of this section shall be subject to the following mediation process:

i. The mediation shall be conducted by one mediator who shall be selected jointly by the Parties within 10 calendar days after notice of the request for mediation using the Minnesota District Court Rule 114 Roster. If the parties cannot agree on a mediator, the Parties shall request mediation services from the Minnesota Office of Administrative Hearings ("OAH") and ask the Chief Judge of OAH to appoint a fair and neutral mediator for the Parties from OAH.

ii. The mediation shall be non-binding and shall commence within 30 days after the selection of the mediator, unless otherwise agreed to by the parties. Representatives of the Parties with authority to resolve the matter shall be present in meditation and mediation shall consist of at least one meeting of the Parties with the mediator.

iii. Each party shall be responsible for payment of its own attorneys or other advisors during meditation. The fee or costs for the mediator shall be equally shared by

the Parties.

- (c) Other available remedies. If the Parties do not resolve their dispute after negotiation and mediation consistent with the above, the Parties may pursue any other avenue available at law or equity to address the dispute.

J. Indemnification. The Parties shall each indemnify, defend, protect, save, and hold harmless the other Party, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the negligence or willful misconduct of the indemnifying Party or its agents, employees, contractors, or subcontractors with respect to their performance of their obligations under, and/or non-compliance with this Agreement. Each indemnifying Party agrees to pay all costs incurred by the other, including reasonable attorney's fees and disbursements, related to any loss or damage to property of the other, as a result of any negligent act or omission or willful misconduct of the Party (and its agents or employees) under the terms of this Agreement. Notwithstanding any other language in this paragraph to the contrary, in the event of any third-party claim or litigation brought against the City in connection with this Agreement or CAO's discharge to the City, CAO agrees to pay all costs incurred by the City, including reasonable attorney's fees and disbursements, related to any such claim or litigation. The indemnification provision of this Section shall survive termination, revocation, expiration or cancellation of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement effective upon the date of execution by both Parties below.

CITY OF WABASHA

By: _____
Emily Durand, Mayor

Date: _____

WABASHA UTILITY COMISSION

By: _____
Brian Wodele, President

Date: _____

CALIFORNIA OVERLAND LTD

By: _____
Dustin Meyer, President

Date: _____

EXHIBIT A: LIST OF APPROVED PRODUCTS FOR CALIFORNIA OVERLAND LTD

Pursuant to Article III of the above Agreement, California Overland LTD (CAO) is only authorized to discharge industrial wastewater to the City’s collection system and wastewater treatment facility that results from CAO’s washing of trucks that have hauled products from the below Approved Products List.

The below Approved Product List can be amended to add or remove products in a manner consistent with Article VII of this Agreement, which requires a written approval by both the City/Utility Commission and CAO.

The approved product list is as follows:

Name of Product	Date of Approval	Notes or additional conditions
Liquid Animal Digest (LAD)		None