

KASSON CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, August 9, 2017

PLEDGE OF ALLIANCE

6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
 - a. July 26, 2017 Regular Meeting Minutes
 - b. Claims processed after the July 26, 2017 regular meeting, as audited for payment
 - c. Acknowledgement of Committee Meeting Minutes:
 - d. Evaluations:
 - e. Conferences:
 - i. Krista Weigel Excellence in Victim Services Sept 21-22 St. Cloud, MN \$50 plus expenses
 - f. Resolution Certifying Unpaid Rental Registrations to County Auditor
 - g. SEMCAC Agreement
 - h. Resolution Waiving Noise Ordinance for Fire Department August 12, 2017
 - i. Resolution Waiving Noise Ordinance for 504 Tavern, August 26, 2017

B. VISITORS TO THE COUNCIL

1. COMPAS – Kyle Haemig

C. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

D. PUBLIC HEARING

E. COMMITTEE REPORT

F. OLD BUSINESS

G. NEW BUSINESS

1. Summer Reading Report and Awards
2. Audit Services
3. Set Budget and levy Dates – Change December 27 meeting to December 20
4. Owners as Utility Customers

H. MAYOR'S REPORT

I. ADMINISTRATORS REPORT

J. ENGINEER'S REPORT

1. Master Contract with MnDOT
 - a. Resolution Approving Master Contract with MnDOT
 - b. Master Partnership Contract 04-20-2017
 - c. MnDOT Table of Services
2. 2017 Pavement Maintenance – 3rd Street NE Quote Tabulation
3. Resolution Awarding 2017 Concrete Maintenance Project Quote

K. PERSONNEL

L. ATTORNEY

1. Approve Petition and Waiver for Improvements on Private Property
2. Closed Session – Purchase Agreement for street behind Liquor Store

M. CORRESPONDENCE

1. Pay Study Update
2. July Police Stats

N. ADJOURN

Please go to www.cityofkasson.com for full video

KASSON CITY COUNCIL REGULAR MEETING MINUTES
July 26, 2017

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 26th day of July, 2017 at 6:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT: Borgstrom, Buck, Eggler, McKern and Zelinske

THE FOLLOWING MEMBERS WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: City Administrator Theresa Coleman, City Clerk Linda Rappe, City Engineer Brandon Theobald, City Attorney Melanie Leth, Finance Director Nancy Zaworski, Public Works Director Charlie Bradford, David Dubbels, Tony Bigelow, Tara Lindquist, Everett Paulson and Mike Bubany.

Mayor McKern called the meeting to order at 6:00 P.M.

PLEDGE OF ALLIANCE

COUNCIL

Add: G.1 Mill and Overlay for 3rd St NE

Add: M.3 Fire Department Report

Mayors report, concrete sawing announcement and update on comp plan meeting last night

Add: M.4 Letter from Betty Brandli

Replace A.2.g - updated

Motion to Approve the Amended Agenda made by Councilmember Eggler, second by Councilmember Borgstrom with all voting Aye.

CONSENT AGENDA

July 12, 2017 Regular Meeting Minutes

Claims processed after the July 12, 2017 regular meeting, as audited for payment in the amount of \$1,606,371.29.

Acknowledgement of Committee Meeting Minutes:

Park Board Minutes – June 20, 2017

Planning Commission – May 8, 2017

Planning Commission – June 12, 2017

Planning Commission – July 10, 2017 DRAFT

Library Board Minutes – March 2017

Library Board Minutes – April 2017

Library Board Minutes – May 2017

Library Board Minutes – June 2017

Evaluations: None

Conferences:

Gerald Runnells	Region 18 National K9 Seminar	Rochester, MN Oct16-20	Approx. \$175
Nancy Zaworski	MGFOA Annual Conf	Alexandria, MN 9-27-29	Approx \$225

Festival in the Park Resolutions:

Resolution #7.2-17
Resolution Waiving Park Hours for Festival in the Park a Special Event
(on file)

Resolution #7.3-17
Resolution Approving Street Closings for Festival in the Park Activities
(on file)

Resolution #7.4-17
Resolution Appointing Festival in the Park Volunteers
(on file)

Resolution Certifying Delinquent Claims and Utility Bills to County
Resolution #7.5-17
Resolution Certifying Delinquent Utilities to the County Auditor
(on file)

Resolution waiving Noise Ordinance for American Legion Special Event
Resolution #7.6-17
Resolution Waiving Section 95.22 of the Noise Ordinance on August 11, 2017 for A Special Event at the
Kasson American Legion
(on file)

Temporary Liquor License for American Legion Special Event August 11, 2017

Motion to Approve the Consent Agenda made by Councilmember Buck, second by Councilmember Egger with all voting Aye.

VISITORS TO THE COUNCIL - Capital Improvement Plan – Mike Bubany, David Drown & Associates.
The Council Agreed to Move Mr. Bubany to end of meeting,

PUBLIC FORUM - None

PUBLIC HEARING - None

COMMITTEE REPORT – Planning Commission

Annexation Resolution for Houston's First Subdivision – Administrator Coleman explained that this falls under the orderly annexation agreement and will be approved by Mantorville Township at their next meeting. **Motion to Approve the Annexation Pursuant to the Orderly Annexation Agreement made by Councilperson Buck, second by Councilperson Egger with all voting Aye.**

Resolution #7.7-17
Resolution Ordering Annexation Pursuant to the Terms of the Orderly Annexation Agreement Between
Mantorville Township and the City of Kasson, and Minnesota State Statute §414.0325
(on file)

Preliminary Plat Resolution for Houston's First Subdivision – Administrator Coleman stated that the Planning Commission recommended approval. **Motion to Approve the Resolution made by Councilperson Borgstrom, second by Councilperson Zelinske with all voting Aye.**

Resolution #7.8-17

***Resolution Approving the Preliminary Plat of Houston's First Subdivision
(on file)***

Revocation of Conditional Use Permit for Davidson Developments LLC – Administrator Coleman stated that this is an instance where a conditional use permit was issued and nothing was done on the property. **Motion to Revoke the Consitional Use Permit made by Councilperson Egler, second by Councilperson Borgstrom with all voting Aye.**

Resolution #7.9-17

***Resolution Revoking Conditional Use Permit 2015-2 Issued to Davidson Developments, LLC
(on file)***

Denial of Conditional Use Permit Application for Chad Stannard – Administrator Coleman stated that since the Planning Commission meeting Mr. Stannard has brought another conditional Use Permit with the appropriate attachments and check for the next Planning Commission meeting in August. **Motion to deny the Conditional Use Permit made by Councilperson Buck, second by Councilperson Zelinske with all voting Aye.**

General Development Plan for Meadowbrook II – the Planning Commission recommended approval at the July 10 meeting. **Motion to Approve the General Development Plan made by Councilperson Buck, second by Councilperson Borgstrom with all voting Aye.**

OLD BUSINESS

Amendment to fee schedule adopting electric rates – Administrator Coleman stated that this will be published a week from tomorrow and then will be part of the Ordinance. Councilperson Zelinske confirmed that Councilperson Borgstrom has talked to Elite Marketing to see if this is ok with him. **Motion Approve the Amended Fee Schedule made by Councilperson Egler, second by Councilperson Buck with all voting Aye.**

Rental Housing Registrations – Administrator Coleman stated that the City still have nine rental properties; seven have had previous rental registration and two that have not responded to requests. The City ordinance states that a violation is a misdemeanor and in the past we have certified the fees to taxes. **Mayor McKern made a motion to send the fees to county for assessing to taxes, second by Councilperson Egler with all voting Aye.**

NEW BUSINESS – Mill and Overlay on 3rd St NE – Mayor McKern stated that he has had several complaints from residents and the parade with be using that street this year. This is on the schedule to be done next year and he has discussed this with Councilperson Buck and it would not make sense to patch it this year and then tear it up for overlay next year. This would be from Mantorville Ave to 6th Ave. and there is money in the stabilization fund. City Engineer Brandon Theobald got preliminary numbers and it would be approx. \$90K to mill and overlay and they can get it done by August 11. Councilperson Zelinske asked what the condition of infrastructure under the street. Public Works Director Bradford doesn't think they would have to be in there replacing anything for at least 10 years

barring any breaks or emergencies. **Motion to have the City Engineer get at least 3 quotes and as long as they come in below \$90K with a penalty clause to be finished by August 11, 2017, the City Administrator may enter into a contract with funds coming from the stabilization fund made by Councilperson Buck, second by Councilperson Egger with all voting Aye.**

MAYOR'S REPORT – Mayor McKern stated that the Comprehensive Plan meeting held at the High School the night before had about 35-40 citizens besides the working group attend. The Mayor has extra game boards and would entertain letting people do this if they contacted him. Councilperson Egger stated that Just Like Home Child Care had the kids do this today and they came up with some interesting ideas.

Mayor McKern stated that the County would like to announce that they will be sawing concrete overnight for a few nights on the County 21 project.

ADMINISTRATORS REPORT - none

ENGINEER'S REPORT - none

PERSONNEL - none

ATTORNEY

Labor Negotiations Attorney Proposals – City Attorney Leth outlined the quotes from Susan Hanson of Madden, Galanter and Hansen, LLP and Tiffany Schmidt of Abrams & Schmidt. Councilperson Borgstrom stated that he liked her work in what she handled for us before and she works more for the employer and not the employees. Councilperson Buck agreed with Borgstrom and wants someone who is working for the City. **Motion to approve Madden, Galanter and Hanson quote made by Councilperson Buck, second by Councilperson Borgstrom with all voting Aye.**

CORRESPONDENCE – Correspondence was reviewed

Mike Bubany – Capital Improvement Plan –Mr. Bubany went over the Capital Improvement module and what happens to all of the statistics with the expenditure of projects and with the paying down of debts.

ADJOURN **7:25**

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED
FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #4

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 643,054.08

DATE APPROVED: 08-09-17

#1	\$3,647.02
#2	12,257.39
#3	1,435.26
#4	625,714.41
	<u>\$643,054.08</u>

07/27/17
13:00:37

CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/27/17

Page: 1 of 3
Report ID: AP100V

For Pay Date = 07/27/17

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26457		5528 ACTIVE NETWORK LLC	450.00					
	20142	04/01/17 ARENA SOFTWARE TO 12/31/17	300.00*			606 516 4516	370	1010
	20142	04/01/17 ARENA SOFTWARE TO 4/24/18	150.00			606 1550		1010
		Total for Vendor:	450.00					
26458		4708 BOUND TREE MEDICAL LLC	466.48					
	82550995	07/05/17 MEDICAL SUPPLIES	466.48			101 220 4220	240	1010
		Total for Vendor:	466.48					
26459		5098 CARDMEMBER SERVICE	1,715.93					
	06/13/17	3 ROOMS-STATE FIRE CONVENT	1,716.36			101 220 4220	333	1010
	06/02/17	INTEREST CREDIT	-0.43			101 220 4220	430	1010
		Total for Vendor:	1,715.93					
26460		2187 FREERKSEN ENTERPRISES INC	209.00					
	1000740	06/20/17 REPAIRS TO GMC C5500	209.00			101 220 4220	400	1010
		Total for Vendor:	209.00					
26461		5529 MANPOWER	764.72					
	31646261	07/16/17 WAGES THRU 7/16-PARKS MOWER	764.72*			101 522 4522	444	1010
		Total for Vendor:	764.72					
26463		58 PETTY CASH - CLERKS OFFICE	40.89					
	07/27/17	SUPPLIES-FAIR BOOTH	19.45*			101 191 4191	430	1010
	07/27/17	BATTERY-WW FUND	20.95*			602 948 4948	220	1010
	07/27/17	POSTAGE DUE-UTILITY BILL	0.10			601 944 4944	325	1010
	07/27/17	POSTAGE DUE-UTILITY BILL	0.10			602 949 4949	325	1010
	07/27/17	POSTAGE DUE-UTILITY BILL	0.19			604 959 4959	325	1010
	07/27/17	POSTAGE DUE-UTILITY BILL	0.10			605 963 4963	325	1010
		Total for Vendor:	40.89					
		# of Claims	6	Total:	3,647.02			

07/27/17
13:00:38

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 7/17

Page: 2 of 3
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$3,175.58
601 Water Fund	
1010 CASH-OPERATING	\$0.10
602 Sewer Fund	
1010 CASH-OPERATING	\$21.05
604 Electric Fund	
1010 CASH-OPERATING	\$0.19
605 Storm Water	
1010 CASH-OPERATING	\$0.10
606 ICE ARENA	
1010 CASH-OPERATING	\$450.00
Total:	\$3,647.02

07/27/17
13:00:38

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 7/17

Page: 3 of 3
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member

_____ Council Member

08/04/17
10:59:53

CITY OF KASSON
Claim Approval List
For the Accounting Period: 8/17
For Pay Date: 08/01/17

Page: 1 of 3
Report ID: AP100V

X2

For Pay Date = 08/01/17
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26575		5548 MN BOARD OF WATER & SOIL	1,367.24					
	08/01/17	WETLAND CREDIT-SO. MANT. AV	1,367.24*			401 311 4311	430	1010
		Total for Vendor:	1,367.24					
26576		5549 WETLAND CREDIT AGENCY	11,160.15					
	08/01/17	WETLAND CREDIT-SO. MANT. AV	11,160.15*			401 311 4311	430	1010
		Total for Vendor:	11,160.15					
		# of Claims	2	Total:	12,527.39			

08/04/17
10:59:54

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 8/17

Page: 2 of 3
Report ID: AP110

Fund/Account	Amount
401 Permanent Revolving Impr Fund 1010 CASH-OPERATING	\$12,527.39
Total:	\$12,527.39

08/04/17
10:59:54

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 8/17

Page: 3 of 3
Report ID: AP100A

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

The claim batch dated 8/1/17 are approved for payment.

APPROVED

[Signature] Council Member
[Signature] Council Member

08/04/17
10:54:09

CITY OF KASSON
Claim Approval List
For the Accounting Period: 8/17
For Pay Date: 08/07/17

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Report ID: AP100V

#3

For Pay Date = 08/07/17

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26566		5566 AXON ENTERPRISE INC	140.28					
	SI1491397	07/12/17 CARTRIDGE/DPM BATTERY	140.28			101 210 4210	210	1010
		Total for Vendor:	140.28					
26567		2618 FIRE SAFETY USA INC	28.50					
	101830	07/10/17 TURN OUT CLEANER	28.50			101 220 4220	210	1010
		Total for Vendor:	28.50					
26568		3825 JOHN DEERE FINANCIAL f.s.b.	14.09					
	B&WIK63785	06/19/17 HARDWARE	1.14			101 310 4310	220	1010
	B&WIK63837	06/21/17 LOCKNUT/HARDWARE	12.95			606 516 4516	220	1010
		Total for Vendor:	14.09					
26569		5529 MANPOWER	425.92					
	31696395	07/30/17 WAGES THRU 7/30-PARKS MOWER	425.92*			101 522 4522	444	1010
		Total for Vendor:	425.92					
26570		3985 PITNEY BOWES INC	68.97					
	1004691772	07/12/17 PST MTR LEASE 8/1-10/31	68.97*			101 210 4210	370	1010
		Total for Vendor:	68.97					
26571		396 PROLINE DIST. INC.	150.38					
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.72			101 310 4310	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.72			101 312 4312	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.73			101 517 4517	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.73			601 943 4943	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.73*			602 948 4948	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.73			604 957 4957	220	1010
	115274	06/27/17 MAXI DISC/DRILL BITS/CONN	12.73			605 963 4963	220	1010
	115274	06/27/17 SALES TAX	0.88			604 957 4957	220	1010
	115274	06/27/17 SALES TAX	-0.88			604 2025		1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.75			101 310 4310	220	1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.75			101 312 4312	220	1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.75			101 517 4517	220	1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.76			601 943 4943	220	1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.76*			602 948 4948	220	1010

08/04/17
10:54:09

CITY OF KASSON
Claim Approval List
For the Accounting Period: 8/17
For Pay Date: 08/07/17

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For Pay Date = 08/07/17

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.76			604 957 4957	220	1010
	115570	07/10/17 DRILL BITS/WASHERS/NUTS	8.76			605 963 4963	220	1010
	115570	07/10/17 SALES TAX	0.60			604 957 4957	220	1010
	115570	07/10/17 SALES TAX	-0.60			604 2025		1010
		Total for Vendor:	150.38					
26572		4663 SE MINNESOTA EMS	420.00					
	11929	07/11/17 CPR CLASS FOR 7	420.00			101 220 4220	330	1010
		Total for Vendor:	420.00					
26573		2427 XCEL ENERGY	187.12					
	554207956	07/17/17 UTIL SERV-NW LIFT ST 6/14-7	187.12			602 948 4948	380	1010
		Total for Vendor:	187.12					
		# of Claims	8	Total:	1,435.26			

08/04/17
10:54:09

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 8/17

Page: 3 of 4
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$1,149.23
601 Water Fund	
1010 CASH-OPERATING	\$21.49
602 Sewer Fund	
1010 CASH-OPERATING	\$208.61
604 Electric Fund	
1010 CASH-OPERATING	\$21.49
605 Storm Water	
1010 CASH-OPERATING	\$21.49
606 ICE ARENA	
1010 CASH-OPERATING	\$12.95
Total:	\$1,435.26

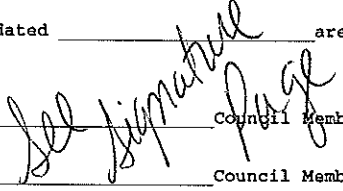
08/04/17
10:54:09

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 8/17

Page: 4 of 4
Report ID: AP100A

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

The claim batch dated _____ are approved for payment.

APPROVED  _____
Council Member
Council Member

08/04/17
10:32:12

CITY OF KASSON
Claim Approval List
For the Accounting Period: 8/17
For Pay Date: 08/10/17

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Report ID: AP100V

#4

For Pay Date = 08/10/17
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26545		2693 AFFORDABLE PORTABLES	640.00					
	12376	07/19/17 PORTABLES-8 STD UNITS	640.00			101 522 4522	410	1010
		Total for Vendor:	640.00					
26505		F119 ANDRIST, SCOTT	74.82					
	06/14/17	EAB TREATMENT REIMBURSEMENT	74.82			101 524 4524	444	1010
		Total for Vendor:	74.82					
26466		827 ARBOR DAY FOUNDATION	15.00					
	8701859189	07/01/17 ANNUAL MEMBERSHIP	15.00			101 524 4524	334	1010
		Total for Vendor:	15.00					
26547		2373 ARROW BUILDING CENTER	280.30					
	4228434	07/10/17 LUMBER-PARK SHED	69.41			101 522 4522	220	1010
	4233795	07/17/17 SCREWS-PARK SHED	31.50			101 522 4522	220	1010
	238785	07/24/17 LUMBER/SCREWS-PARK SHED	179.39			101 522 4522	220	1010
		Total for Vendor:	280.30					
26531		5049 ARTISAN BEER COMPANY	98.00					
	3196630	08/01/17 BEER	98.00			609 975 4975	252	1010
		Total for Vendor:	98.00					
26467		203 BAKER & TAYLOR INC	496.01					
	2033020969	07/14/17 BOOKS	32.92			211 550 4550	218	1010
	2033025332	07/17/17 BOOKS	64.26			211 550 4550	218	1010
	2032743618	03/23/17 BOOKS	319.03			211 550 4550	218	1010
	2032769997	04/03/17 BOOKS	79.80			211 550 4550	218	1010
		Total for Vendor:	496.01					
26532		1012 BELLBOY CORPORATION	2,766.43					
	59843800	07/20/17 LIQUOR	575.50			609 975 4975	251	1010
	59843800	07/20/17 FREIGHT	10.00			609 975 4975	335	1010
	96167100	07/20/17 BAGS/6 PK RING PERF	126.52			609 975 4975	210	1010
	96167100	07/20/17 SALES TAX	8.70			609 975 4975	210	1010
	96167100	07/20/17 SALES TAX	-8.70			609 2025		1010
	59965700	07/27/17 WINE	104.00			609 975 4975	251	1010

08/04/17
10:32:12

CITY OF KASSON
Claim Approval List
For the Accounting Period: 8/17
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For Pay Date = 08/10/17
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj			Account
		59965700 07/27/17 LIQUOR	1,874.25			609 975 4975	251			1010
		59965700 07/27/17 FREIGHT	30.00			609 975 4975	335			1010
		96209000 07/27/17 BAGS	46.16			609 975 4975	210			1010
		96209000 07/27/17 SALES TAX	3.17			609 975 4975	210			1010
		96209000 07/27/17 SALES TAX	-3.17			609 2025				1010
		Total for Vendor:	2,766.43							
26468		4396 BOB THE BUG MAN LLC	172.00							
		82393 07/27/17 MOSQUITO CONTROL-VETS PARK	172.00*			101 522 4522	400			1010
		Total for Vendor:	172.00							
26533		5239 BREAKTHRU BEVERAGE MN WINE &	3,075.31							
		1080666827 07/26/17 LIQUOR	812.29			609 975 4975	251			1010
		1080666827 07/26/17 MIXES	35.12			609 975 4975	254			1010
		1080666827 07/26/17 FREIGHT	15.73			609 975 4975	335			1010
		1080663663 07/19/17 LIQUOR	1,447.50			609 975 4975	251			1010
		1080663663 07/19/17 FREIGHT	16.65			609 975 4975	335			1010
		1080663704 07/19/17 WINE	130.50			609 975 4975	251			1010
		1080669865 08/02/17 LIQUOR	572.69			609 975 4975	251			1010
		1080669865 08/02/17 FREIGHT	7.40			609 975 4975	335			1010
		1080669866 08/02/17 BEER	130.50			609 975 4975	252			1010
		2080175162 06/08/17 LIQUOR CREDIT	-77.00			609 975 4975	251			1010
		2080176711 06/28/17 MIXES CREDIT	-3.79			609 975 4975	254			1010
		2080176711 06/28/17 LIQUOR CREDIT	-12.28			609 975 4975	251			1010
		Total for Vendor:	3,075.31							
26546		228 CARRIAGE HOUSE ANIMAL HOSPITAL	49.75							
		172649 08/01/17 MEDS-HAWK	49.75			101 210 4210	430			1010
		Total for Vendor:	49.75							
26465		34 CITY OF KASSON	500,000.00							
		08/01/17 TRANSFER	500,000.00			609 1010				1010
		Total for Vendor:	500,000.00							

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj		Account	
26548		5564 CITY OF MAPLEWOOD	1,000.00							
	9227	07/27/17 4 TASERS	1,000.00			101 210 4210	210		1010	
		Total for Vendor:	1,000.00							
26518		4124 CLOWN ROUNDUP	200.00							
	07/25/17	PARADE ENTRY-FESTIVAL	200.00*			877 100 4000	430		1010	
		Total for Vendor:	200.00							
26469		5224 COLEMAN, THERESA	252.65							
	07/12/17	TABLECLOTH-FAIR BOOTH	17.99			101 191 4191	210		1010	
	07/26/17	DESKTOP NEWS FEED	0.82*			101 191 4191	430		1010	
	07/26/17	SNACKS-COMP PLAN MTG	26.05*			101 191 4191	430		1010	
	07/26/17	MILES-CITY ATTORNEY	19.89			101 140 4140	331		1010	
	07/26/17	MILES-VARIOUS MTGS	172.16			101 140 4140	332		1010	
	07/26/17	MILES TO CITY BLDGS	3.53			101 140 4140	331		1010	
	07/26/17	MILES-VARIOUS LOCAL MTGS/FAIR	12.21			101 140 4140	332		1010	
		Total for Vendor:	252.65							
26558		807 COMMUNITY NEWS CORP	10.00							
	371863	07/27/17 N.N.O. AD	10.00			211 550 4550	325		1010	
		Total for Vendor:	10.00							
26509		5553 DIAZ, FERNANDO	78.13							
	0962-10	07/26/17 RL MTR DEP REFUND APT APPL TO	78.13			604 2212			1010	
		Total for Vendor:	78.13							
26534		17 EDGAR TRUCKING	461.66							
	23162	07/07/17 FREIGHT	108.73			609 975 4975	335		1010	
	23175	07/12/17 FREIGHT	130.12			609 975 4975	335		1010	
	23195	07/19/17 FREIGHT	87.34			609 975 4975	335		1010	
	23215	07/26/17 FREIGHT	135.47			609 975 4975	335		1010	
		Total for Vendor:	461.66							

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26470		4250 EMERGENCY AUTOMOTIVE	1,407.50					
		AW06021732 07/20/17 ACCESSORIES-'17 INTERCEPTO	1,407.50			101 680 4210	550	1010
		Total for Vendor:	1,407.50					
26549		21 ERDMAN'S SUPERMARKETS INC	143.00					
		07/17/17 A C CONCESSIONS	2.90			101 514 4514	262	1010
		07/18/17 A C CONCESSIONS	6.14			101 514 4514	262	1010
		07/24/17 A C CONCESSIONS	119.86			101 514 4514	262	1010
		07/30/17 A C CONCESSIONS	3.34			101 514 4514	262	1010
		07/31/17 A C CONCESSIONS	2.78			101 514 4514	262	1010
		08/02/17 A C CONCESSIONS	7.98			101 514 4514	262	1010
		Total for Vendor:	143.00					
26519		145 FESTIVAL IN THE PARK	3,890.00					
		08/02/17 FESTIVAL PRIZES	3,340.00*			877 100 4000	430	1010
		08/02/17 FESTIVAL-BAND COSTS	100.00*			877 100 4000	430	1010
		08/02/17 FESTIVAL-CHANGE BAGS	450.00*			877 100 4000	430	1010
		Total for Vendor:	3,890.00					
26471		5547 FUN EXPRESS LLC	564.89					
		684743488- 07/18/17 SRP SUPPLIES	564.89			211 550 4550	441	1010
		Total for Vendor:	564.89					
26472		2632 G&K SERVICES	127.18					
		6002586383 07/19/17 MATS-LIQUOR STORE	63.59*			609 979 4979	410	1010
		6002608351 08/02/17 MATS-LIQUOR STORE	63.59*			609 979 4979	410	1010
		Total for Vendor:	127.18					
26506		3516 GILKISON, TEDD	144.28					
		05/06/17 EAB TREATMENT REIMBURSEMENT	144.28			101 524 4524	444	1010
		Total for Vendor:	144.28					
26473		56 GILLETTE PEPSI ROCHESTER	154.30					
		9315948 07/25/17 REIMB'D POP-P.W.B.	154.30			101 1151		1010
		9315948 07/25/17 REIMB'D SALES TAX	10.61			101 1151		1010
		9315948 07/25/17 REIMB'D SALES TAX	-10.61			101 2025		1010

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26474		56 GILLETTE PEPSI ROCHESTER	931.75					
	9314141	07/18/17 A C CONCESSIONS	527.00			101 514 4514	262	1010
	9318128	08/02/17 A C CONCESSIONS	404.75			101 514 4514	262	1010
		Total for Vendor:	1,086.05					
26520		3323 GOOD VIBRATIONS	200.00					
	07/25/17	MOVIE PROJECTION 8/11/17	200.00*			877 100 4000	430	1010
		Total for Vendor:	200.00					
26475		5242 GOPHER STATE ONE CALL	170.10					
	7071038	07/31/17 126 LOCATES-JULY	170.10			604 957 4957	437	1010
		Total for Vendor:	170.10					
26476		77 HAWKINS INC	6,065.75					
	4112386RI	07/13/17 CHLORINE	654.35			101 514 4514	210	1010
	4112382RI	07/13/17 CHLORINE/LPC-5	3,596.09			601 943 4943	210	1010
	4120363RI	07/25/17 SODIUM HYDR/LY-AQUAMATE	1,815.31			101 514 4514	210	1010
		Total for Vendor:	6,065.75					
26559		5565 HENDRICKSON, WAYNE	164.58					
	08/03/17	EAB TREATMENT REIMBURSEMENT	164.58			101 524 4524	444	1010
		Total for Vendor:	164.58					
26535		5036 HOHENSTEINS INC	300.00					
	908483	07/27/17 BEER	300.00			609 975 4975	252	1010
		Total for Vendor:	300.00					
26477		214 HOUSTON'S GARDEN & GIFT	506.65					
	310044	04/27/17 REIMB'D-2 ARBOR DAY TREES	150.00			101 1151		1010
	310044	04/27/17 BAL.-2 ARBOR DAY TREES	21.96			101 524 4524	430	1010
	361604	07/12/17 PLANTS FOR LIBRARY	111.44			211 550 4550	441	1010
	310417	06/01/17 PLANTS FOR LIBRARY	79.60			211 550 4550	441	1010
	1491	05/25/17 PLANTS-C H & L S PLANTERS	143.65			609 976 4976	343	1010
		Total for Vendor:	506.65					

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26521		3617 HUMMINGBIRD AVIATION LLC	850.00					
	08/02/17	HELICOPTER FOR BALL DROP	850.00*			877 100 4000	430	1010
		Total for Vendor:	850.00					
26536		3484 J. J. TAYLOR DIST. CO. OF MN	282.60					
	2690560 08/01/17	BEER	279.60			609 975 4975	252	1010
	2690560 08/01/17	FREIGHT	3.00			609 975 4975	335	1010
		Total for Vendor:	282.60					
26537		25 JOHNSON BROTHERS LIQUOR CO	7,703.86					
	5775985 07/18/17	LIQUOR	1,209.89			609 975 4975	251	1010
	5775986 07/18/17	WINE	1,069.85			609 975 4975	251	1010
	5775987 07/18/17	BEER	73.80			609 975 4975	252	1010
	5781443 07/25/17	LIQUOR	1,345.44			609 975 4975	251	1010
	5781444 07/25/17	WINE	1,609.90			609 975 4975	251	1010
	5781445 07/25/17	BEER	109.95			609 975 4975	252	1010
	5787457 08/01/17	LIQUOR	1,197.79			609 975 4975	251	1010
	5787458 08/01/17	WINE	1,039.65			609 975 4975	251	1010
	5787459 08/01/17	BEER	47.59			609 975 4975	252	1010
		Total for Vendor:	7,703.86					
26507		5551 JURGENSEN, MARK	157.10					
	05/19/17	EAB TREATMENT REIMBURSEMENT	157.10			101 524 4524	444	1010
		Total for Vendor:	157.10					
26562		2008 K-M REGIONAL VETERINARY HOSPITAL	98.32					
	08/01/17	2 IMPOUNDS	98.32			101 270 4270	430	1010
		Total for Vendor:	98.32					
26522		4427 KASSON LASER GRAPHICS	408.00					
	6818 07/29/17	GLASSES/MEDALS-FEST. RUN	408.00*			877 100 4000	430	1010
		Total for Vendor:	408.00					

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26550		233 KASSON VARIETY STORE	315.05					
	1-687	07/27/17 BALL DROP PRIZES	315.05*			877 100 4000	430	1010
		Total for Vendor:	315.05					
26478		4470 KAUTZ, GARY L.	35.72					
	07/28/17	PAINT FOR HYDRANTS	35.72			601 943 4943	220	1010
		Total for Vendor:	35.72					
26510		5554 KECKHAFFER, CHRYSE	88.89					
	1349-12	07/26/17 RL MTR DEP REFUND AFT APPL TO	88.89			604 2212		1010
		Total for Vendor:	88.89					
26479		2833 KEEPRS, INC.	110.97					
	344377-04	07/13/17 STREETSHIRT-NORLAND	49.99			101 210 4210	214	1010
	351118	07/28/17 SHIRTS/UNIFORM PANT-STRADTMANN	60.98			101 210 4210	214	1010
		Total for Vendor:	110.97					
26480		37 KMTELECOM	2,876.15					
	08/01/17	PHONES-P D	712.51			101 210 4210	321	1010
	08/01/17	PHONES-F D	163.91			101 220 4220	321	1010
	08/01/17	PHONES-C H	565.64			101 140 4140	321	1010
	08/01/17	PHONES-PLANNING/ZONING	20.41			101 191 4191	321	1010
	08/01/17	PHONES-EDA	32.07			290 650 4650	321	1010
	08/01/17	PHONES-K.A.C.	90.13			101 514 4514	321	1010
	08/01/17	ADVERTISING-K.A.C.	7.70			101 514 4514	343	1010
	08/01/17	PHONES-LIBRARY	138.02			211 550 4550	321	1010
	08/01/17	PHONES-WATER	109.95			601 944 4944	321	1010
	08/01/17	PHONES-WWTP	124.84			602 947 4947	321	1010
	08/01/17	PHONES-PARK N REC	226.72			101 510 4510	321	1010
	08/01/17	PHONES-STREETS	35.65			101 310 4310	321	1010
	08/01/17	PHONES-SHOP	305.87			604 959 4959	321	1010
	08/01/17	PHONES-L.S.	148.95			609 976 4976	321	1010
	08/01/17	PHONES-ARENA	179.73			606 516 4516	321	1010
	08/01/17	ADVERTISING-ARENA	14.05			606 516 4516	343	1010
		Total for Vendor:	2,876.15					

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26481		4659 KURTH, RON	227.50					
	07/14/17	FERTILIZER APPL-PARKS	192.50			101 517 4517	400	1010
	07/14/17	FERTILIZER APPL-P.W.B.	35.00			101 310 4310	400	1010
		Total for Vendor:	227.50					
26551		157 LEAGUE OF MINNESOTA CITIES	30.00					
	257361 08/03/17	COLEMAN-MENTAL HEALTH WKSHP	15.00			101 140 4140	332	1010
	257361 08/03/17	RAPPE-MENTAL HEALTH WKSHP	15.00			101 140 4140	333	1010
		Total for Vendor:	30.00					
26482		3798 MAGNA-MATIC CORPORATION	101.14					
	53798 07/21/17	GRIND WHEEL	101.14			101 522 4522	240	1010
		Total for Vendor:	101.14					
26508		5552 MCCANN, NANCY	220.69					
	05/06/17	EAB TREATMENT REIMBURSEMENT	220.69			101 524 4524	444	1010
		Total for Vendor:	220.69					
26483		2617 MENARDS-ROCHESTER NORTH	107.70					
	99172 07/21/17	STRETCH WRAP	107.70			606 516 4516	210	1010
		Total for Vendor:	107.70					
26484		2929 Minnesota GFOA	225.00					
	08250 08/01/17	ZAWORSKI-ANN'L CONF REGISTR	225.00			101 140 4140	333	1010
		Total for Vendor:	225.00					
26485		291 MN MUNICIPAL BEVERAGE ASSN	1,200.00					
	07/01/17 '17-'18	MEMBERSHIP DUES	600.00*			609 976 4976	334	1010
	07/01/17 '17-'18	MEMBERSHIP DUES	600.00			609 1550		1010
		Total for Vendor:	1,200.00					
26523		5561 MONROE CROSSING INC	3,200.00					
	07/25/17	FESTIVAL ENTERTAINMENT	3,200.00*			877 100 4000	430	1010
		Total for Vendor:	3,200.00					

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26486		2696 NELSON ELECTRIC MOTOR REPAIR INC	625.00					
	8193 07/24/17	REPAIRS TO MAIN LIFT STAT	625.00			602 948 4948	400	1010
		Total for Vendor:	625.00					
26524		5562 NO TENT	600.00					
	07/24/17	FESTIVAL ENTERTAINMENT	600.00*			877 100 4000	430	1010
		Total for Vendor:	600.00					
26512		5555 NOLAN, LYNETTA G.	94.15					
	1395-06 07/26/17	RL MTR DEP REFUND AFT APPL TO	94.15			604 2212		1010
		Total for Vendor:	94.15					
26538		60 NORTHERN BEVERAGE DIST. CO. LL	13,949.45					
	247791 07/20/17	BEER	5,292.05			609 975 4975	252	1010
	247791 07/20/17	NA BEVERAGE	27.20			609 975 4975	254	1010
	247791 07/20/17	FREIGHT	2.00			609 975 4975	335	1010
	248015 07/27/17	BEER	8,564.00			609 975 4975	252	1010
	248015 07/27/17	NA BEVERAGE	62.20			609 975 4975	254	1010
	248015 07/27/17	FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	13,949.45					
26513		5556 O'MARRO, MARIE	9.03					
	0045-09 07/26/17	RL MTR DEP REFUND AFT APPL TO	9.03			604 2212		1010
		Total for Vendor:	9.03					
26487		5088 OFFICE DEPOT INC	172.04					
	9447095020 07/20/17	CARD STOCK-K.A.C.	10.60			101 514 4514	210	1010
	9447095020 07/20/17	CARD STOCK-PLANNING	10.60			101 191 4191	210	1010
	9447095020 07/20/17	COPY PAPER-LIBRARY	34.88			211 550 4550	210	1010
	9448304630 07/20/17	COPY PAPER-P D	28.99			101 210 4210	210	1010
	9448304630 07/20/17	COPY PAPER	9.69			101 140 4140	210	1010
	9448304630 07/20/17	COPY PAPER	9.66			101 191 4191	210	1010
	9448304630 07/20/17	COPY PAPER	9.66			101 510 4510	210	1010
	9448304630 07/20/17	COPY PAPER	9.66			290 650 4650	210	1010
	9448304630 07/20/17	COPY PAPER	9.66			601 944 4944	210	1010
	9448304630 07/20/17	COPY PAPER	9.66			602 949 4949	210	1010

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		9448304630 07/20/17 COPY PAPER	9.66			604 959 4959	210	1010
		9448304630 07/20/17 COPY PAPER	9.66			605 963 4963	210	1010
		9448304630 07/20/17 COPY PAPER	9.66			609 978 4978	210	1010
		9448304630 07/20/17 COPY PAPER	0.66			290 650 4650	210	1010
		9448304630 07/20/17 SALES TAX	-0.66			290 2025		1010
		9448304630 07/20/17 SALES TAX	0.66			604 959 4959	210	1010
		9448304630 07/20/17 SALES TAX	-0.66			604 2025		1010
		9448304630 07/20/17 SALES TAX	0.66			609 978 4978	210	1010
		9448304630 07/20/17 SALES TAX	-0.66			609 2025		1010
		Total for Vendor:	172.04					
26488		502 ON-SITE COMPUTERS INC	3,204.37					
	53695	01/26/17 ANTIVIRUS-DEFENDER 1YR	336.00			101 192 4192	309	1010
	54766	04/18/17 UB SETUP-SULLIVAN	124.00			601 944 4944	309	1010
	54766	04/18/17 UB SETUP-SULLIVAN	124.00*			602 949 4949	309	1010
	54766	04/18/17 UB SETUP-SULLIVAN	247.47			604 959 4959	309	1010
	54766	04/18/17 SALES TAX	17.01			604 959 4959	309	1010
	54766	04/18/17 SALES TAX	-17.01			604 2025		1010
	54766	04/18/17 UB SETUP-SULLIVAN	124.00*			605 964 4964	309	1010
	54761	04/18/17 CEMETERY SOFTWARE	26.25*			610 984 4984	400	1010
	53846	01/31/17 REPAIRS TO HP8000	231.00			101 140 4140	400	1010
	53846	01/31/17 REPAIRS TO HP8000	46.20*			601 944 4944	400	1010
	53846	01/31/17 REPAIRS TO HP8000	46.20*			602 949 4949	400	1010
	53846	01/31/17 REPAIRS TO HP8000	92.40			604 959 4959	400	1010
	53846	01/31/17 REPAIRS TO HP8000	6.35			604 959 4959	400	1010
	53846	01/31/17 SALES TAX	-6.35			604 2025		1010
	53846	01/31/17 SALES TAX	46.20*			605 964 4964	400	1010
	53846	01/31/17 REPAIRS TO HP8000	21.00			601 944 4944	309	1010
	54810	04/19/17 UB-MAIL MERGE	21.00*			602 949 4949	309	1010
	54810	04/19/17 UB-MAIL MERGE	42.00			604 959 4959	309	1010
	54810	04/19/17 UB-MAIL MERGE	2.89			604 959 4959	309	1010
	54810	04/19/17 SALES TAX	-2.89			604 2025		1010
	54810	04/19/17 SALES TAX	21.00*			605 964 4964	309	1010
	54810	04/19/17 UB-MAIL MERGE	8.07			601 944 4944	309	1010
	54762	04/18/17 UB FORMATTING	8.07*			602 949 4949	309	1010
	54762	04/18/17 UB FORMATTING	16.11			604 959 4959	309	1010
	54762	04/18/17 UB FORMATTING	1.11			604 959 4959	309	1010
	54762	04/18/17 SALES TAX						

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						604 2025		1010
	54762	04/18/17 SALES TAX	-1.11			605 964 4964	309	1010
	54762	04/18/17 UB FORMATTING	8.07*			101 192 4192	400	1010
	54767	04/18/17 SERVER ISSUES/POWER OUTAGE	197.40*			101 192 4192	400	1010
	54768	04/18/17 SERVER ISSUES/POWER OUTAGE	353.99*			101 192 4192	400	1010
	55590	06/30/17 SERVER ISSUES/POWER OUTAGE	276.15*			101 192 4192	400	1010
	54765	04/18/17 SWITCHES/CABLES	409.65*			101 210 4210	309	1010
	54765	04/18/17 VPN TO PD	208.32*			101 192 4192	309	1010
	54763	04/18/17 PCI REVIEW	57.60			609 979 4979	400	1010
	55867	07/24/17 CRIT ALERT MSSG SYSTEM	112.22					
		Total for Vendor:	3,204.37					
26525		5563 OSMAN DADDY O's	750.00			877 100 4000	430	1010
	07/25/17	PARADE ENTRY-FESTIVAL	750.00*					
		Total for Vendor:	750.00					
26539		23 PHILLIPS WINE & SPIRITS	7,464.89			609 975 4975	251	1010
	2199940	07/18/17 LIQUOR	1,260.88			609 975 4975	251	1010
	2199941	07/18/17 WINE	313.55			609 975 4975	251	1010
	269942	07/20/17 WINE CREDIT	-1.44			609 975 4975	251	1010
	269943	07/20/17 WINE CREDIT	-1.44			609 975 4975	251	1010
	269944	07/20/17 WINE CREDIT	-52.75			609 975 4975	335	1010
	269944	07/20/17 FREIGHT CREDIT	-1.66			609 975 4975	251	1010
	269945	07/20/17 WINE CREDIT	-34.50			609 975 4975	335	1010
	269945	07/20/17 FREIGHT CREDIT	-1.66			609 975 4975	251	1010
	2203499	07/25/17 LIQUOR	940.88			609 975 4975	251	1010
	2203500	07/25/17 WINE	408.60			609 975 4975	251	1010
	2207266	08/01/17 LIQUOR	4,215.68			609 975 4975	251	1010
	2207267	08/01/17 WINE	418.75					
		Total for Vendor:	7,464.89					
26489		2088 PLC ENGINEERING PA	1,650.00			604 957 4957	303	1010
	1206	07/25/17 ELECTRICAL ENGINEERING	1,650.00					
		Total for Vendor:	1,650.00					

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26514		5557 POOL, VERLYN	134.53			604	2212	1010
	1008-04	07/26/17 RL/WA MTR DEP REFUND AFT APPL	134.53					
		Total for Vendor:	134.53					
26540		5022 R & B FOODS, LLC	45.00			609 975	4975 254	1010
	1456	07/24/17 BLOODY MARY MIX	45.00					
		Total for Vendor:	45.00					
26490		780 RAPPE, LINDA	40.66			101 140	4140 333	1010
	08/02/17	MILES-MCFOA REG. MTG C F	40.66					
		Total for Vendor:	40.66					
26552		4358 REINHART FOODSERVICE LLC	2,581.29			101 514	4514 262	1010
	757342	07/25/17 A C CONCESSIONS	490.46			101 514	4514 262	1010
	752171	07/18/17 A C CONCESSIONS	1,254.27			101 514	4514 262	1010
	754321	07/20/17 cr-A C CONCESSIONS	-137.97			101 514	4514 262	1010
	762594	08/01/17 A C CONCESSIONS	974.53					
		Total for Vendor:	2,581.29					
26491		2005 RESERVE ACCOUNT	400.00			101 140	4140 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	175.00			101 210	4210 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	10.00			101 510	4510 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	10.00			290 650	4650 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	10.00			601 944	4944 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	39.00			602 949	4949 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	39.00			604 959	4959 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	78.00			605 963	4963 325	1010
	22870844-5	08/03/17 POSTAGE MTR REFILL	39.00					
		Total for Vendor:	400.00					
26526		5347 RIVER CITY RHYTHM INC	900.00			877 100	4000 430	1010
	07/25/17	PARADE ENTRY-FESTIVAL	900.00*					
		Total for Vendor:	900.00					

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26527		3327 ROCHESTER DRAGON PATROL	700.00			877 100 4000	430	1010
	08/02/17	PARADE ENTRY-FESTIVAL	700.00*					
		Total for Vendor:	700.00					
26528		3328 ROCHESTER MERRY MEDICS	550.00			877 100 4000	430	1010
	07/25/17	PARADE ENTRY-FESTIVAL	550.00*					
		Total for Vendor:	550.00					
26529		2968 ROCHESTER ZAGALAS CAR CLUB	500.00			877 100 4000	430	1010
	07/25/17	PARADE ENTRY-FESTIVAL	500.00*					
		Total for Vendor:	500.00					
26530		4425 ROOKIE THE CLOWN	350.00			877 100 4000	430	1010
	08/02/17	FEST.-PARK ENTERTAINMENT/PARAD	350.00*					
		Total for Vendor:	350.00					
26515		5558 ROSAAEN, MATT	79.92			604 2212		1010
	0726-05 07/26/17	RL MTR DEP REFUND AFT APPL TO	79.92					
		Total for Vendor:	79.92					
26560		5510 SANCO EQUIPMENT LLC	265.42			101 310 4310	220	1010
	32239 08/01/17	LATCH/PLANER BIT	265.42					
		Total for Vendor:	265.42					
26516		5559 SANFORD, JENNIFER	84.97			604 2212		1010
	0955-15 07/26/17	RL MTR DEP REFUND AFT APPL TO	84.97					
		Total for Vendor:	84.97					
26541		63 SCHOTT DIST CO INC	12,864.83			609 975 4975	252	1010
	283935 07/20/17	BEER	6,884.13			609 975 4975	254	1010
	283935 07/20/17	NA BEVERAGE	53.10			609 975 4975	252	1010
	284693 07/27/17	BEER	5,865.60			609 975 4975	254	1010
	284693 07/27/17	NA BEVERAGE	62.00					
		Total for Vendor:	12,864.83					

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26492		5550 SCHRADER, SPENCER	3.00					
	08/02/17	OVERPAYMENT ON BLDG PERMIT	3.00			101 1010		1010
		Total for Vendor:	3.00					
26553		3818 SCHWAN'S HOME SERVICE INC	2,182.43					
	240234721	07/18/17 A C CONCESSIONS	489.05			101 514 4514	262	1010
	240234722	07/19/17 A C CONCESSIONS	243.86			101 514 4514	262	1010
	237458935	07/22/17 A C CONCESSIONS	237.03			101 514 4514	262	1010
	240234726	07/24/17 A C CONCESSIONS	157.83			101 514 4514	262	1010
	240234730	07/27/17 A C CONCESSIONS	122.80			101 514 4514	262	1010
	240234731	07/28/17 A C CONCESSIONS	266.64			101 514 4514	262	1010
	240234732	07/31/17 A C CONCESSIONS	388.28			101 514 4514	262	1010
	240234734	08/02/17 A C CONCESSIONS	276.94			101 514 4514	262	1010
		Total for Vendor:	2,182.43					
26554		2843 SCSU CENTER FOR CONTIN STUDIES	115.00					
	07/01/17	RAPPE-ADVANCED ACADEMY	115.00			101 140 4140	333	1010
		Total for Vendor:	115.00					
26494		64 SELCO	729.75					
	043889	07/19/17 AUG. AUTOMATION & P.C. SUPPORT	962.01			211 550 4550	309	1010
	043889	07/19/17 SMS NOTICES	7.30			211 550 4550	325	1010
	043889	07/19/17 PATRON FEES-PAID ONLINE	-239.56			211 550 3513		1010
		Total for Vendor:	729.75					
26495		5183 SHOPKO STORES OPERATING CO LLC	31.26					
	7559	07/06/17 LED BULB-C H ENTRY	17.49			101 140 4140	220	1010
	3098	07/24/17 WHITE BOARD MARKERS-K.A.C.	4.79			101 514 4514	210	1010
	5144	07/31/17 P D PURCHASE	8.98			101 210 4210	210	1010
		Total for Vendor:	31.26					
26542		3850 SOUTHERN GLAZER'S OF MN	2,529.34					
	9109160	07/14/17 LIQUOR CREDIT	-37.50			609 975 4975	251	1010
	1568920	07/19/17 LIQUOR	1,334.85			609 975 4975	251	1010
	1568920	07/19/17 WINE	40.00			609 975 4975	251	1010
	1568920	07/19/17 FREIGHT	21.70			609 975 4975	335	1010

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	1571487	07/26/17 LIQUOR	595.58			609 975 4975	251	1010
	1571487	07/26/17 FREIGHT	12.66			609 975 4975	335	1010
	1574185	08/02/17 LIQUOR	496.75			609 975 4975	251	1010
	1574185	08/02/17 WINE	56.00			609 975 4975	251	1010
	1574185	08/02/17 FREIGHT	9.30			609 975 4975	335	1010
		Total for Vendor:	2,529.34					
26496		3338 SPARTAN PROMOTIONAL GROUP INC	401.66					
	546229	07/25/17 500 CAN COOLERS	401.66			609 976 4976	343	1010
		Total for Vendor:	401.66					
26497		3476 STAR HERALD	45.00					
	07/01/17	1 YR SUBSCRIPTION (SEPT.)	45.00			101 140 4140	216	1010
		Total for Vendor:	45.00					
26498		3236 STUART C IRBY CO	65.24					
	9010243133	07/25/17 MITTEN PROTECTOR	65.24			604 957 4957	444	1010
		Total for Vendor:	65.24					
26499		4364 SWANK MOTION PICTURES INC	363.00					
	2368215	07/19/17 REIMB'D MOVIE 7/28/17	300.00			101 1151		1010
	2368215	07/19/17 MOVIE 7/28/17	63.00			101 517 4517	430	1010
		Total for Vendor:	363.00					
26555		2592 TACTICAL SOLUTIONS	234.00					
	6270	08/02/17 CERTIFY 6 RADAR UNITS	234.00			101 210 4210	440	1010
		Total for Vendor:	234.00					
26500		498 TEIGEN PAPER & SUPPLY INC	363.67					
	323088	07/19/17 ROLL TOWELS/T. TISSUE	135.96			101 514 4514	220	1010
	323336	07/24/17 HAND SOAP/T. TISSUE	128.96			606 516 4516	210	1010
	323334	07/24/17 FOLD TOWELS/ROLL TOWELS/CLNR	98.75			211 550 4550	210	1010
		Total for Vendor:	363.67					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26501		3895 TITAN MACHINERY	1,300.30					
	803305CL	07/27/17 REPL WINDOW-CASE BACKHOE	1,300.30			604 957 4957	444	1010
	803305CL	07/27/17 SALES TAX	89.40			604 957 4957	444	1010
	803305CL	07/27/17 SALES TAX	-89.40			604 2025		1010
		Total for Vendor:	1,300.30					
26502		2895 UNIVERSITY OF MN	510.00					
	08/02/17	ANDERSON-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
	08/02/17	BURKE-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
	08/02/17	CARSTENSEN-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
	08/02/17	FITCH-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
	08/02/17	ULVE-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
	08/02/17	UNGER-TREE INSPECT WKSHP	85.00*			101 524 4524	333	1010
		Total for Vendor:	510.00					
26561		3382 VERIZON WIRELESS	1,535.49					
	9789566797	07/20/17 CELL PHONES-P D	678.92			101 210 4210	321	1010
	9789566797	07/20/17 CELL PHONES-STREETS	101.09			101 310 4310	321	1010
	9789566797	07/20/17 CELL PHONES-PARKS	164.94			101 510 4510	321	1010
	9789566797	07/20/17 CELL PHONES-WATER	56.26			601 944 4944	321	1010
	9789566797	07/20/17 CELL PHONES-WW	143.23			602 949 4949	321	1010
	9789566797	07/20/17 CELL PHONE-PUBLIC WKS DIRE	56.57			604 959 4959	321	1010
	9789566797	07/20/17 CELL PHONES-ELECTRIC	241.52			604 959 4959	321	1010
	9789566797	07/20/17 CELL PHONES-ARENA	92.96			606 516 4516	321	1010
		Total for Vendor:	1,535.49					
26543		5047 WATERVILLE FOOD & ICE INC	292.62					
	05-704870	07/20/17 ICE-LIQUOR STORE	130.78*			609 975 4975	257	1010
	06-700461	07/22/17 ICE-LIQUOR STORE	37.00*			609 975 4975	257	1010
	05-704979	07/27/17 ICE-LIQUOR STORE	124.84*			609 975 4975	257	1010
		Total for Vendor:	292.62					
26556		637 WEBER, LETH & WOESSNER PLC	1,624.00					
	JUL'17 PR	07/31/17 13.4 HRS LEGAL-P D	1,624.00			101 160 4160	304	1010
		Total for Vendor:	1,624.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
26503		388 WESCO RECEIVABLES CORP	21,736.05					
	738162	07/13/17 CONNECTION-KWIK TRIP SERVICE	156.99			604 957 4957	220	1010
	740601	07/17/17 ADD'L COST-PRIM CABLE	11,874.64			604 957 4957	220	1010
	746299	07/21/17 PEDESTALS	2,319.04			604 957 4957	220	1010
	746300	07/21/17 PEDESTALS/ELEC TAPE/INSUL CVR	1,444.39			604 957 4957	220	1010
	752012	07/27/17 WIRE/CONN/CODE TAPE/BOLTS	5,940.99			604 957 4957	220	1010
		Total for Vendor:	21,736.05					
26504		3498 WINFIELD SOLUTIONS LLC	608.40					
	61803995	07/18/17 FERTILIZER-PARKS	514.80			101 517 4517	210	1010
	61803996	07/18/17 FERTILIZER-SHOP	93.60			101 310 4310	210	1010
		Total for Vendor:	608.40					
26564		2731 ZAWORSKI, NANCY	349.92					
	08/03/17	A C CONCESSIONS-SAMS/COSTCO	349.92			101 514 4514	262	1010
		Total for Vendor:	349.92					
		# of Claims	94	Total:	625,714.41			

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CITY OF KASSON
Fund Summary for Claims
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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$23,443.54
211 Library Fund	
1010 CASH-OPERATING	\$2,263.34
290 Economic Development	
1010 CASH-OPERATING	\$51.73
601 Water Fund	
1010 CASH-OPERATING	\$4,045.95
602 Sewer Fund	
1010 CASH-OPERATING	\$1,141.00
604 Electric Fund	
1010 CASH-OPERATING	\$26,580.91
605 Storm Water	
1010 CASH-OPERATING	\$247.93
606 ICE ARENA	
1010 CASH-OPERATING	\$523.40
609 Liquor Fund	
1010 CASH-OPERATING	\$553,977.31
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$26.25
877 Festival in Park Fund	
1010 CASH-OPERATING	\$13,413.05
Total:	\$625,714.41

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

The claim batch dated _____ are approved for payment.

APPROVED _____ Council Member
_____ Council Member

**CITY OF KASSON
RESOLUTION #8.X-17**

**RESOLUTION CERTIFYING DELINQUENT UTILITIES
TO THE DODGE COUNTY AUDITOR**

WHEREAS, the City of Kasson requires registration of rental properties within the City; and

WHEREAS, payment is due failure to register a property is a violation of the City Code; and

WHEREAS, unpaid charges may be certified to the Dodge County Auditor for collection;

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

The City Administrator is hereby authorized to certify to these charges:

1.	Michael Hawkins	201 3 rd St NE PID# 24.000.0000	Rental Registration	\$125.00
2.	Tony Saker	17 5 th St NW PID# 24.000.0000	Rental Registration	\$125.00
		307 3 rd St NW PID# 24.000.0000	Rental Registration	\$125.00
4	Curbside Properties	403 S. Mantorville Ave PID# 24.000.0000	Rental Registration	\$125.00
		407 S. Mantorville Ave PID# 24.000.0000	Rental Registration	\$125.00
6.	JW Construction	205 & 207 6 th St NW PID# 24.000.0000	Rental Registration	\$135.00
		602 3 rd Ave NW PID# 24.000.0000	Rental Registration	\$110.00
8.	J C Nerstad Rentals	302 6 th St SW PID# 24.000.0000	Rental Registration	\$365.00
9.	Chad Spinler	712 South Fork Place PID# 24.000.0000	Rental Registration	\$125.00

The County Auditor shall collect these charges, including 9% interest, along with the 2017 property taxes collectable in 2018.

ADOPTED this 9th day of August, 2017.

ATTEST:

Chris McKern, Mayor

Linda Rappe, City Clerk

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



Minnesota Energy Assistance Program FFY 2018

Agreement Between Energy Vendor and Service Provider

_____(energy supplier), _____(address), and successor home energy providers, hereafter referred to as "the energy vendor", hereby agrees to cooperate with **Semcac**, hereafter referred to as "the Service Provider", and the Minnesota Department of Commerce (COMM), Energy Assistance Programs, hereafter referred to as "the State" to deliver the Minnesota Energy Assistance Program for Federal Fiscal Year 2018 (FFY 2018), October 1, 2017 through September 30, 2018.

I. The energy vendor and the Service Provider will:

1. Follow Energy Assistance Program (EAP) policies and procedures in the *EAP Policy Manual* (in particular Chapter 3).
2. Maintain accurate client and consumption information.
3. Comply with the MN Government Data Practices Act (MGDPA), MN Stat. Ch. 13, as it applies to all data provided by the energy vendor, the State, or its contractors under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the energy vendor or the Service Provider, in performing the duties under this agreement. To administer this program, the energy vendor and the service provider utilize a secure database with private information on individuals protected under the MGDPA. The energy vendor and Service Provider agree to not release any private data, including from the database, to any third party without written authorization from the subject of the data. By signing the application, applicants consent to the use of their private information for purposes of this agreement.
4. Use information obtained from energy vendor, the State, or its contractors for the sole purpose of performing responsibilities and duties for energy programs run by the State. Further, Service Provider and energy vendor shall implement and maintain appropriate and reasonable administrative, technical and physical safeguards to protect such information from accidental or unauthorized access, use, disclosure, and loss or destruction.
5. Negotiate for continuation or reconnection of service to households determined eligible for EAP benefits.
6. Establish a dispute resolution process to resolve issues arising during the term of this agreement.
7. Collaborate and do everything possible to ensure the customer has continuous access to home heating.
8. Minimize the risks of a customer's home energy crisis through the use of the EAP benefits.
9. Encourage regular payments from the household.
10. Collaborate to reduce home energy costs.
11. Work together to ensure EAP payments are appropriately applied to accounts and used for EAP services as designated by the Service Provider.

II. The Service Provider will:

1. Determine customer eligibility.
2. Provide new and existing energy vendors with information about the eHEAT software system.
 - Encourage all energy vendors to become an eHEAT user, allowing them access to eligibility and benefit data "online".
 - Provide necessary and/or ongoing training to energy vendors using eHEAT.
3. Make authorization through eHEAT, telephone, fax or electronic communication of payments for:
 - Electricity, heating sources and delivery of fuel.
 - Continuation or reconnection of connected utilities.
 - Fees including: service deposits, pressure tests, line bleeding, tank setting, tank rental, membership, if applicable.
 - Removal from load limiters.
 - Due and past due amounts for electricity and heating fuels.
4. Maintain customer authorizations for exchange of private data between the Service Provider and the energy vendor.
5. Enter account number into eHEAT in the format supplied by the energy vendor.

III. The energy vendor will:

1. Ensure EAP eligible households are not treated adversely compared to other households. Oil and propane dealers are required to comply with the Discrimination Prohibition in Minn. Stat. §325E.027. In addition, propane dealers are required to comply with the following: Price and Fee Disclosure, Budget Payment Plan, Propane Purchase Contracts, and Terms of Sale in Minn. Stat. §§216B.0992 - .0995.
2. Supply account number format to the Service Provider.
3. Upon request, provide a written price list of normal & customary services for home energy costs including but not limited to:
 - Leak seek and pressure tests
 - Bleeding lines
 - Tank setting
 - Service deposits
 - Reconnection fees
 - Membership fees
 - Minimum delivery requirements and costs
 - Emergency fuel and after hours delivery costs
4. When possible deliver remaining EAP benefit before September 30, 2018.
5. Timely provide at the request of the customer, the Service Provider or the State, information on applicant households' home energy costs, dwelling consumption data, delivery dates, bill payment history, arrearage history or post-delivery information. This information will be provided in the format requested.
6. Provide dwelling consumption data within 5 business days of the request in eHEAT.
7. Respond promptly to consumption requests for crisis situations.

8. Register with the State to receive EAP payments.
9. Use the warrant or EFT date as the EAP payment date.
10. Apply all EAP payments to the households account within 5 business days of receipt of payment.
11. Apply EAP payments to the household's energy costs before applying other energy payments.
12. Accept all customer payments.
13. Use EAP funds to pay for home energy costs, including fuel and other routine and required services as designated by the Service Provider. Expenses such as service contracts, water, sewer, garbage, cable, internet, telephone, gasoline, machine parts, engine oil, etc. cannot be paid with EAP funds.
14. Continue service, reconnect or deliver fuel to households as negotiated by the Service Provider on behalf of the household.
15. When addressing household energy emergencies, when possible, accept eHEAT payment status of "Payable" for payment. When eHEAT is not available, accept early notification authorization by telephone, fax or electronic communication for delivery of fuel, continuation or reconnection of connected utilities, or service deposits, and removal from load limiters.
16. Accept a household application status in eHEAT of "approved" as income eligibility validation for EAP.
17. Report dangerous heating or fuel delivery situations for EAP households to the Service Provider.
18. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
19. Process and refund to the State all credits attributable to EAP payments remaining on a customer's account within 10 business days after a client ceases to be a customer.
20. Notify the Service Provider or State if there is reason to believe EAP funds have been misused as described in the EAP Policy Manual.
21. Allow the Service Provider or State access to fiscal records of EAP transactions for audit purposes for period of three (3) years after payment.
22. Complete and return the *Vendor Monitoring Report* and the *EAP Leveraging Report*, when requested.
23. Use eHEAT when possible to administer EAP program business, including but not limited to:
 - Providing consumption
 - Maintaining energy vendor account numbers
 - Monitoring eligibility and payments
 - Recording refunds
24. Implement and maintain eHEAT database security policies by:
 - Limiting access to authorized personnel only
 - Ensuring each user is assigned a unique user ID
 - Ensuring email addresses associated with each user ID are current
 - Disabling users immediately upon termination of their role in the service delivery of EAP
 - Disabling users who are on a temporary leave of absence, extended vacation, etc.

IV. Either party to this agreement may terminate it at any time, with or without cause, upon thirty days written notice to each other and the State.

V. Signatures:

Energy Vendor:

Authorized Energy Vendor Representative:

Please Print Name

Signature

Date

Company Contact Person:

Please Print Name

(_____)_____
Telephone

(_____)_____
Fax

(_____)_____

24 hour emergency number to address after hours emergencies

E-mail address

EAP Service Provider:

Authorized Service Provider Representative:

Shelly Nelson or Susan Thompson

Please Print Name

Susan Thompson
Signature

July 28th 2017
Date

Energy Assistance Coordinator:

Susan Thompson

Please Print Name

(507) 864-7515 or 1-800-944-328

Telephone

(507) 864 - 2597

Fax

(855)- 529 - 5211

24 hour emergency number

shelly.nelson@semcac.org OR susan.thompson@semcac.org

E-mail address

**CITY OF KASSON
RESOLUTION #8.x-17**

**RESOLUTION WAIVING SECTION 95.22 OF THE NOISE ORDINANCE ON
AUGUST 12, 2017 FOR A SPECIAL EVENT AT THE
KASSON FIRE DEPARTMENT**

WHEREAS, the Kasson Fire Department has a special event planned for August 12, 2017, and

WHEREAS, The Kasson Fire Department is having a band play outdoors until Midnight,

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

Section 95.22 of the Kasson City Code of Ordinances will be waived and extended until midnight on August 12, 2016 for the Special Event being held by the Kasson Fire Department at 19 E Main Street.

ADOPTED this 9th day of August, 2017

ATTEST:

Chris McKern, Mayor

Linda Rappe, City Clerk

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

**CITY OF KASSON
RESOLUTION #8.x-17**

**RESOLUTION WAIVING SECTION 95.22 OF THE NOISE ORDINANCE ON
AUGUST 26, 2017 FOR A SPECIAL EVENT AT THE
504 TAVERN**

WHEREAS, the 504 Tavern has a special event planned for August 26, 2017, and

WHEREAS, The 504 Tavern is having a band play outdoors until Midnight,

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

Section 95.22 of the Kasson City Code of Ordinances will be waived and extended until midnight on August 26, 2016 for the Special Event being held by the 504 Tavern at 504 S Mantorville Ave.

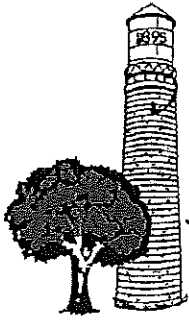
ADOPTED this 9th day of August, 2017

ATTEST:

Chris McKern, Mayor

Linda Rappe, City Clerk

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



TREE
CITY
USA

CITY OF KASSON

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

MEMO

To: Mayor McKern and City Council Members

From: Nancy Zaworski

Date: August 4, 2017

Re: Auditing services for 2017, 2018 and 2019

In 2014, after ten plus years with Abdo, Eick and Meyers as our auditors, the city sent an RFP for audit services for the years ended 2014-2016. The city selected Smith Schafer & Associates.

The three year agreement with Smith Schafer has concluded with the 2016 audit. All audits have gone well and we have been pleased with their services. As such, the request to Council is to consider entering directly into another three year agreement with Smith Schafer. Their proposal attached reflects about a 2.5% increase each year.



AN EQUAL OPPORTUNITY EMPLOYER

July 26, 2017

Mrs. Nancy Zaworski
City of Kasson, Minnesota
401 5th Street SE
Kasson, MN 55944

Dear Nancy:

Per your request, we are willing to propose a three year extension agreement to audit the City of Kasson, Minnesota's financial statements. Our professional fees for these audits, preparation of the financial statements, government-wide conversion and MD&A will be as follows:

December 31, 2017	
Annual Audit, Financial Statement Preparation, Government-Wide Conversion & MD&A	\$23,600
December 31, 2018	
Annual Audit, Financial Statement Preparation Government-Wide Conversion & MD&A	\$24,200
December 31, 2019	
Annual Audit, Financial Statement Preparation Government-Wide Conversion & MD&A	\$24,800

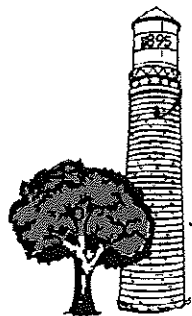
Please call me if you have any questions regarding this information.

Very truly yours,

SMITH, SCHAFER AND ASSOCIATES, LTD.



Jason P. Boynton, CPA
Principal
j.boynton@smithschafer.com



TREE
CITY
USA

CITY OF KASSON

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

MEMO

To: Mayor McKern and City Councilmembers

From: Nancy Zaworski

Date: August 4, 2017

Re: Budget and levy dates/change of December meeting

The State requires us to report to the County, for Levy notification purposes, the December Levy discussion date and an additional meeting date if necessary.

Upcoming dates for Budget/Levy

August 18th Council packet- Draft of 2018 Budget

September 13th - Preliminary Budget discussion

September 13th - Approve Preliminary Budget, Approve Preliminary Levy

December 13th - Levy Discussion, Approve Final 2018 Budget, Approve Levy Resolution

December 20st - Backup date- Additional Levy discussion, Approve Final 2018 Budget, Approve Levy Resolution

COUNCIL ACTION REQUESTED:

Approve December 13th as date of Levy Discussion, Approve Final 2018 Budget, Approve Levy Resolution

Approve December 20st as backup date- Additional Levy discussion, Approve Final 2018 Budget, Approve Levy Resolution

Approve change of second December Council meeting from Dec 27th to December 20st.

**CITY OF KASSON
RESOLUTION # 8.X-17**

RESOLUTION APPROVING MASTER PARTNERSHIP CONTRACT

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Kasson enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the Kasson City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Kasson without further approval by this Council.

ADOPTED this 9th day of August, 2017.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

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

**STATE OF MINNESOTA
AND
CITY OF KASSON
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of KASSON, acting through its City Council, in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. ***Professional and Technical Services.*** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. ***Roadway Maintenance.*** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. ***Construction Administration.*** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. ***Emergency Services.*** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028504.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
 - 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

MPC Program FY 2017-2022

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

MPC Program FY 2017-2022

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

WHKS & Co.

Quote Date: July 31, 2017 @ 9:00 a.m.

WHKS #8104.17

2017 Pavement Maintenance - 3rd Street NE Kasson, MN			Engineers Estimate		Rochester Sand and Gravel 4105 East River Road NE Rochester, MN 55906		S.L. Contracting, Inc. 2510 Schuster Lane NW Rochester, MN 55901		Elcor Construction 123 Carlton St. SW Rochester, MN 55902		
ITEM		QUANTITY		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Mill Bituminous Pavement		3,200	SY	\$3.00	\$9,600.00	\$3.20	\$10,240.00	\$4.00	\$12,800.00		\$0.00
Wearing Course Mixture SPWEB230B (2")		900	Tons	\$78.00	\$70,200.00	\$68.80	\$61,920.00	\$71.00	\$63,900.00		\$0.00
Adjust Gate Valve		12	Each	\$500.00	\$6,000.00	\$400.00	\$4,800.00	\$600.00	\$7,200.00		\$0.00
Adjust Storm M.H.		2	Each	\$750.00	\$1,500.00	\$950.00	\$1,900.00	\$1,150.00	\$2,300.00		\$0.00
Adjust Sanitary M.H.		3	Each	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00		\$0.00
Total					\$90,000.00		\$81,860.00		\$89,800.00		NO BID

CITY OF KASSON
RESOLUTION #8.x-17

A RESOLUTION AWARDING AND APPROVING
2017 CONCRETE MAINTENANCE QUOTES

WHEREAS, the City Council of the City of Kasson solicited, received and opened quotes for 2017 CONCRETE MAINTENANCE PROJECTS on August 8, 2017; and,

WHEREAS, quotes received by the City of Kasson must be acted upon within 30 days of opening; and,

WHEREAS, the bids received for the project are favorable.

Contractor	Amount
<i>Budgeted Amount</i>	<i>\$ 40,000.00</i>
WILL BE AVAILABLE AT MEETING	\$
	\$
	\$
	\$
	\$

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kasson that the low quote submitted by the contractor below in the amount below

	\$
--	----

for 2017 CONCRETE MAINTENANCE PROJECTS is hereby approved.

Adopted by the Kasson City Council this 9th day of August, 2017.

Mayor Chris McKern

ATTEST:

Linda Rappe, City Clerk

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

PETITION AND WAIVER AGREEMENT

by and between

THE CITY OF KASSON, MINNESOTA,

and

THIS AGREEMENT made this ____ day of _____, 2017, by and between the City of Kasson, a Minnesota municipal corporation, (the “City”) and _____, a private person (the “Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in the City of Kasson and legally described on Exhibit A attached hereto (the “Subject Property”);

WHEREAS, the City's Ordinances, including but not limited to Chapter 53, are intended to assure the continued integrity of all aspects of the City's water and wastewater systems;

WHEREAS, the City has identified a malfunction in the Owner's connection to the City's water and/or wastewater systems that threatens the integrity of these systems. In the interest of quickly restoring the integrity of the City's systems, the City is willing to contract for the repairs (the "Repair Project") to the Subject Property and to specially assess the cost of the repairs to the Subject Property;

WHEREAS, the Owner desires the City to proceed with the Repair Project without notice of hearing or hearing on the Repair Project, and without notice of hearing or hearings on the special assessments levied against the Subject Property to finance the Repair Project;

WHEREAS, the City is willing to proceed with the Repair Project in accordance with the request by the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Subject Property;

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not proceed with the Repair Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner;

NOW, THEREFORE, ON THE BASIS OF THE COVENANTS AND OBLIGATIONS
CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner represents and warrants it is the fee owner of the Subject Property, that it has full legal power and authority to encumber the Subject Property as herein provided, that in doing so it is not in violation of the terms or conditions of any instrument or agreement of any nature to which the Owner is bound or which relates in any manner to the Subject Property and that there are no other liens or encumbrances against the Subject Property except those listed in Exhibit B attached hereto.
2. The Owner hereby petitions the City for the installation of the Repair Project.
3. The Owner consents to the City levying special assessments for the Repair Project against the Subject Property in accordance with Minn. Stat. Section 429.061. The principal amount of the special assessment for the Repair Project is \$ _____.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Repair Project and notice of hearing and hearing on the special assessments levied to finance the Repair Project pursuant to Minn. Stat. Section 429.061 and specifically requests that the Repair Project be constructed and special assessments be levied against the Subject Property therefor without hearings.
5. The Owner waives the right to appeal the levy of special assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agrees with respect to such special assessments against the Subject Property that:
 - a. All requirements of Minn. Stat. Section 429 and City ordinance and policy with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Subject Property resulting from the installation of the Repair Project will be at least equal to the amount of the special assessments levied against the Subject Property, and that such increase in fair market value is a special benefit to the Subject Property.
6. The special assessments levied against the Subject Property shall be payable over a period of 15 years, and shall bear interest at a rate equal to the Federal Reserve Prime Rate plus 1.5% as of the date of the special assessment roll adoption by the City Council. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.
7. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and its successors and assigns and shall run with the Subject Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Dodge County, Minnesota, and the Owner agrees to make any

changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.

8. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Repair Project. The City agrees to execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.
9. Owner acknowledges that the contractor performing the Repair Project shall guarantee its work against defects in workmanship and material for a period of two (2) years from the date of the certification of compliance by the City, or from Owner's acceptance of the work, whichever occurs first.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

By: _____

By: _____

STATE OF MINNESOTA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the Owner of the Subject Property.

Notary Public

CITY OF KASSON

By: _____

Its Mayor

By: _____

Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Chris McKern and Theresa Coleman, the Mayor and City Administrator, respectively, of the City of Kasson, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.

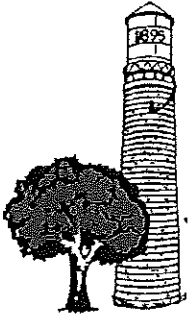
Notary Public

Exhibit A
To Petition and Waiver Agreement

The legal description of the Subject Property is as follows:

Exhibit B
To Petition and Waiver Agreement

The Subject Property is subject to the following encumbrances and no others:



TREE
CITY
USA

CITY OF KASSON

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

MEMO

To: Mayor McKern and City Council Members
From: Nancy Zaworski
Date: August 4, 2017
Re: Pay Study Update

The Compensation and Classification study, being conducted by Tessia Melvin, Human Resources Consultant, David Drown Associates, is in the final classification and research stage. The classification and compensation data, along with budget implications, will be presented to Council at the August 23rd Council meeting.



AN EQUAL OPPORTUNITY EMPLOYER

Date 08/02/2017

INCIDENT ANALYSIS - DAY

Time 9:45:33AM

Agency Kasson Police

Report CFS03

Dates 07/01/2017

Thru 07/31/2017

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency Kasson Police								
	0	1	0	0	0	0	2	3
00045 Environment/dumping	0	0	1	0	0	0	0	1
00064 Juvenile Complaint	1	3	2	1	1	0	2	10
00090 Fail/yield Right/way	0	0	0	1	1	4	0	6
00099 Mv/property Damage	0	1	0	0	0	0	0	1
00141 Dar/revoked DI	0	1	0	0	0	0	1	2
00148 Speed	3	19	4	4	0	8	0	38
00149 Stop Sign Violation	0	0	1	0	0	0	0	1
00166 No Minnesota DI	0	1	0	0	0	0	0	1
00167 No Seat Belt In Use	0	8	0	2	0	0	0	10
00168 No Child Restraint	0	0	0	0	0	1	0	1
00197 Marijuana/poss Sm Amt	1	0	0	0	0	0	0	1
00220 Barking Dog	0	0	1	0	0	0	0	1
00223 Animal Comp/neglect	0	0	1	0	0	1	0	2
00261 Larceny/attempted	1	0	0	0	0	0	0	1
00450 Evacuation/gas Leak	0	1	0	0	0	0	0	1
00911 9-1-1 Hang Up Call	0	1	3	0	1	2	2	9
ABAND Abandoned Vehicle	0	1	1	1	0	0	1	4
ALARM Alarm	1	3	2	0	1	0	0	7
ANIBI Animal Bites	1	0	0	0	0	0	0	1
ANICO Animal Comp	1	2	0	1	0	1	1	6
ANIFO Found Animals	0	1	1	0	0	2	1	5
ANILO Lost Animals	0	1	2	1	0	0	1	5
ASSIS Assist Other Agency	1	5	2	2	2	2	9	23
BOOM Fireworks Complaints	2	1	0	0	0	0	0	3
CELLO Cell Call Open Line	2	0	0	0	1	1	0	4
CHIAB Child Abuse/neglect	0	0	2	0	1	0	0	3
CITYO City Ord. Violation	0	0	0	0	2	0	0	2
CIVIL Civil	1	2	2	0	3	1	0	9
CPROT CHILD PROTECTION INTA	0	0	0	0	1	0	0	1
DEAD Sudden Death/body Fnd	0	0	0	1	0	0	0	1
DISTR Distracted Driving	1	0	0	0	0	0	0	1
DISTU Disturbance	0	1	0	1	0	1	1	4
DOMES Domestic	0	0	1	0	0	0	0	1
DRICO Other Driving Complai	1	3	0	1	1	3	1	10
DRUNK Drunkeness	0	1	0	0	0	4	0	5
DWI/2 Dwi/2nd Degree	0	0	0	0	0	0	1	1
DWI/3 Dwi/3rd Degree	0	0	0	0	0	1	0	1
EMS Ambulance Run	7	3	4	1	3	1	2	21
HARAS Harassment	0	0	2	0	0	0	0	2
HISCK Agency History Check	0	0	0	0	0	1	0	1
HITRU Mv/hit & Run	0	0	0	1	0	0	0	1
LARCE Larceny	0	1	2	3	7	0	2	15
MEDIC Medical Assist	0	0	1	1	1	0	0	3
MENTA Mental Case	0	0	1	0	0	0	0	1
MISC Miscellaneous	3	4	0	6	1	3	3	20
MOTOR Motorist Assist	3	5	3	3	2	2	2	20
MVACC Mv. Accident	0	2	0	0	1	2	1	6
MVTAN Tampering With MV	0	0	0	1	0	0	0	1
NARCO Narcotics	0	0	0	0	0	1	0	1
NOISE Noise Complaint	0	1	0	1	1	0	0	3

Date 08/02/2017
Time 9:45:33AM
Report CFS03

INCIDENT ANALYSIS - DAY

Agency Kasson Police
Dates 07/01/2017 Thru 07/31/2017

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
OPEND Open Door	0	1	1	0	0	0	0	2
OTHCO Other Complaint	0	0	2	0	0	0	1	3
PAMGP Admin. Stats Only	0	0	0	0	0	1	0	1
PARKV Parking Violations	1	0	2	0	0	1	0	4
PERMI Missing Person	1	0	1	0	0	0	0	2
PRMPU Permit To Purchase	0	1	1	0	1	2	0	5
PROBA Probation Check	0	1	0	0	0	0	0	1
PROFO Found Property	2	1	1	1	2	1	0	8
PROLO Lost Property	0	0	1	0	0	0	1	2
RESCK Residence/business Ck	0	1	0	0	0	0	0	1
ROBBE Robbery	0	1	0	0	0	0	0	1
SUICT Suicide Threats	1	1	0	0	2	0	0	4
SUSPI Suspicious Activity	3	4	3	2	4	0	2	18
TEXTD Texting While Driving	0	1	2	0	0	0	0	3
TRAC Train/complaint	0	0	0	0	0	0	1	1
TRAFF Traffic	12	49	28	21	9	16	31	166
TRAHZ Traffic Hazard	0	1	0	0	1	1	1	4
VANDA Vandalism	0	0	1	1	1	1	0	4
VERIO Verify Address/Other	1	0	0	1	0	0	0	2
WARRA Warrants- Out of Co.	0	0	0	0	0	1	0	1
WEATH Weather Related Compl	0	0	0	2	0	0	0	2
WELCK Welfare Check	1	1	2	0	1	1	2	8
XESCO Funeral Escort	0	0	1	0	0	0	0	1
XFRAU Fraud	0	0	0	0	1	0	0	1
Kasson Police Agency Total	52	136	85	61	53	67	72	526
Total	52	136	85	61	53	67	72	526