

**WORKSESSION: Boards and Commission Recruitment & Retention**

6PM

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, APRIL 16, 2019, 7 p.m.

AGENDA

- 1 CALL TO ORDER/ROLL CALL
- 2 MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
- 3 APPROVAL OF AGENDA
- 4 PUBLIC COMMENT

Those wishing to speak must state their name and address for the record after they reach the podium. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period, unless the item is already on the agenda for action. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

- 5 REQUESTS AND PRESENTATIONS
- 6 CONSENT AGENDA
  - A. Minutes – Regular City Council Meeting : April 2, 2019
  - B. Payroll & Expenditures
  - C. Approval of Memorandum of Agreement – Local Union 949
  - D. Appointing a Complete County Committee – 2020 Census
  - E. Approval of Master Collocation Agreement for Small Wireless Facilities
- 7 ACTION AGENDA
  - A. **Resolution 19-11:** EDA Board Composition & Public Hearing
  - B. **RCCA:** Approving the Runway Culvert Replacement
  - C. **RCCA:** Park Ordinance Amendment Introduction & Set Public Hearing (May 7, 2019)
  - D. **Resolution 19-19:** Approval for Variance for 314 2<sup>nd</sup> Ave SE
  - E. **RCCA:** Council Applications
  - F. County Solar Farm Zoning Discussion

8      REPORTS

- A.      City Manager's Report
  
- B.      Commission Reports
  - Planning Commission (Arndt, Srp)
  - Discovery Waseca Tourism (Conrath)
  - EDA (Srp)
  - Park Board (Christiansen)

9      ANNOUNCEMENTS

10     ADJOURNMENT

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, APRIL 2, 2019

**CALL TO ORDER/ROLL CALL**

- 1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m.

Councilmembers present:	Mayor Roy Srp	Daren Arndt
	Mark Christiansen	Allan Rose
	Jeremy Conrath	Les Tlougan

Staff present:	Lee Mattson, City Manager
	Tom Kellogg, City Engineer
	Mike Anderson, Assistant to the City Manager

**MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE**

- 2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

**APPROVAL OF AGENDA**

- 3 It was moved by Arndt, seconded by Conrath, to approve the agenda as presented. Motion carried 6-0.

- 4 **PUBLIC COMMENT**  
NA

- 5 **REQUESTS AND PRESENTATIONS**  
NA

**CONSENT AGENDA**

- 6 It was moved by Tlougan, seconded by Arndt, to approve the Consent Agenda as presented. The motion carried 6-0, and included the following:

- A. Minutes – Regular City Council Meeting & Work Session – March 19, 2019
- B. Payroll & Expenditures
- C. Resolution 19-15: Designation of SMMPA Representative
- D. Accepting Ann Fitch’s EDA Application
- E. Accepting John Miller’s EDA Application
- F. Approval of Temporary Liquor License: Corky’s (Memorial Park Softball Tournament)
- G. Approval of Consumption & Display Permit: Craft My Party

H. Resolution 19-18: Declaring City Council Seat Vacancy: Ward 1

**ACTION AGENDA**

7A **Resolution 19-16:** Awarding Bids for 3<sup>rd</sup> Street NE Project

Tom Kellogg informed Council that the approved plans and specs from the February 5, 2019 meeting allowed the City to advertise for bids. Bids were received and opened on March 26. Two bids were received with the lowest bidder being Heleston Construction in the amount of \$2,571,730.37.

Motion was made by Conrath, seconded by Arndt to approve Resolution 19-16 and award the project to Heleston Construction. Motion carried 6-0

7B **Resolution 19-17:** Authorizing 3<sup>rd</sup> Street NE Construction Services

As Council approved Resolution 19-16, City staff are now asking to engage an engineering firm to provide construction observation during the project. WSB submitted a proposal to complete this work.

Motion was made by Rose, seconded by Arndt to approve Resolution 19-17. Motion carried 6-0.

**REPORTS**

8A **City Manager's Report**

- EDA currently has City Council seat vacancy. Council will look at filling this once the vacant council seat is filled
- Reported on the 1<sup>st</sup> quarter power outages (1 public/3 privately caused) with no outage taking longer than 60 minutes to restore power. Great work by the Electrical Department.
- A Memorandum of Understanding is being worked on with the Electricians Union to allow for Lineman who have electricians license to work as electricians for the City
- David Drown has been hired to do the City Finance Director search
- City received a grant from the South Central Service Co-Op to fund two interns this year
- The City Fire Truck is being delayed and expected to be completed late 2019
- Board of Review Meeting will be Monday, April 8 at 7 p.m. inside the Council Chambers
- Options are being considered for a new Animal Impound Policy as well as a venue for such impoundment
- Staff are looking into language in the Liquor Ordinance to allow consumption in certain City Parks

8B **Commission Reports**

Fire Relief Association (Conrath)

- Upcoming fundraisers will be posted soon
- Looking to hire an outside firm to complete the By-Laws
- Two parade trucks are having mechanical issues

Heritage Preservation Commission

- The commission has been meeting at historical buildings this year, Monday's meeting was held at Katie O'Learys
- 2019 goals were set
- Heritage Preservation Month is coming up in May
- The Downtown Historic District Nomination is almost ready for final submission

**ANNOUNCEMENTS**

9 The following miscellaneous announcements were made by Councilmembers:

Council Member Christiansen

- Arts Center will be hosting a Fiddler on Saturday evening for 1.5 hours
- Lions Club will have their pancake breakfast on Sunday morning at the Legion
- Boy Scouts Burger Fry will be at the Legion on April 26
- Boy Scouts will be collecting cans at the Fairgrounds on April 27.

Mayor Srp

- Expressed his gratitude for all those who volunteer to be on Boards and Commissions.

**ADJOURNMENT**

10 It was moved by Arndt, seconded by Conrath, to adjourn the meeting at 7:37 p.m.; motion carried 6-0.

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R. D. SRP  
MAYOR

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER



## LIST OF EXPENDITURES

April 16, 2019

**6B**

City Council	0.00	
Streets	25,274.35	
Parks	9,227.52	
Wastewater	10,263.87	
Utility Administration	4,419.74	
Utility Billing	7,322.47	
Electric	12,557.96	
Water	5,142.41	
Building and Code Compliance	2,416.81	
Police	53,350.99	
Administration	4,440.31	
Community Aides	1,000.00	
Fire	8,719.58	
Paid On Call Fire Department	5,180.90	
Election Judges	0.00	
PEG	0.00	
Finance	10,747.37	
Connections	3,744.98	
Community Development	5,389.62	
Engineering	14,989.49	
Recreation	2,944.77	
Econ Development	<u>2,510.96</u>	
Total Gross Payroll	189,644.10	
*Less- Payroll Deductions	<u>(66,537.72)</u>	
Net Payroll Cost		\$ 123,106.38

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
March 30, 2019-April 11, 2019	
Includes check #'s 153432-153491	
Bank ACH Withdrawals.....	<u>727,961.30</u>

GRAND TOTAL EXPENDITURES	<u>\$ 851,067.68</u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
04/11/2019	41911	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/7/2019	101-21701-0000	16,709.80	M
Total 101217010000:					16,709.80	
04/11/2019	41907	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/7/2019	101-21702-0000	8,158.66	M
Total 101217020000:					8,158.66	
04/11/2019	41911	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/7/2019	101-21703-0000	7,710.45	M
04/11/2019	41911	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/7/2019	101-21703-0000	7,710.45	M
Total 101217030000:					15,420.90	
04/11/2019	41901	Public Employees Retirement Assn (ACH	Missed contribution payment	101-21704-0000	627.66	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/7/2019	101-21704-0000	1,244.63	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/7/2019	101-21704-0000	8,090.04	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/7/2019	101-21704-0000	6,455.67	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/7/2019	101-21704-0000	8,090.04	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/7/2019	101-21704-0000	9,683.46	M
04/11/2019	41908	Public Employees Retirement Assn (ACH	Underpayment from last payroll	101-21704-0000	.90	M
Total 101217040000:					34,192.40	
04/11/2019	153462	IBEW	IBEW UNION DUES Pay Period: 4/7/2019	101-21707-0000	315.28	
04/11/2019	153464	IUOE Local #70	FIRE UNION DUES Pay Period: 4/7/2019	101-21707-0000	128.28	
04/11/2019	153464	IUOE Local #70	IUOE UNION DUES Pay Period: 4/7/2019	101-21707-0000	649.08	
04/11/2019	153466	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 4/7/2019	101-21707-0000	612.00	
Total 101217070000:					1,704.64	
04/11/2019	20190294	Greater Mankato Area United Way	UNITED WAY Pay Period: 4/7/2019	101-21708-0000	25.00	
Total 101217080000:					25.00	
04/11/2019	41911	ACH Internal Revenue Service	MEDICARE Pay Period: 4/7/2019	101-21712-0000	2,555.69	M
04/11/2019	41911	ACH Internal Revenue Service	MEDICARE Pay Period: 4/7/2019	101-21712-0000	2,555.69	M
Total 101217120000:					5,111.38	
04/11/2019	41912	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/7/2019	101-21713-0000	885.00	M
04/11/2019	41912	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/7/2019	101-21713-0000	595.00	M
Total 101217130000:					1,480.00	
04/11/2019	41910	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/7/2019	101-21714-0000	2,065.00	M
Total 101217140000:					2,065.00	
04/11/2019	41905	Further	Flex/HSA Reimbursement	101-21716-0000	2.52	M
04/11/2019	41913	Further	HSA DEDUCTION Pay Period: 4/7/2019	101-21716-0000	632.09	M
Total 101217160000:					634.61	
04/11/2019	41909	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/7/2019	101-21717-0000	1,194.73	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217170000:					1,194.73	
04/11/2019	41914	Delta Dental	DENTAL EE + SPOUSE Pay Period: 4/7/2019	101-21719-0000	403.90	M
04/11/2019	41914	Delta Dental	DENTAL SINGLE Employee Pay Period: 4/7/2019	101-21719-0000	534.85	M
04/11/2019	41914	Delta Dental	DENTAL FAMILY Employee Pay Period: 4/7/2019	101-21719-0000	1,217.70	M
04/11/2019	41914	Delta Dental	Cobra	101-21719-0000	28.15	M
04/11/2019	41914	Delta Dental	Wellman	101-21719-0000	29.55	M
Total 101217190000:					2,214.15	
04/11/2019	153453	Fidelity Security Life	VISION FAMILY Employee Pay Period: 4/7/2019	101-21722-0000	54.54	
04/11/2019	153453	Fidelity Security Life	VISION SINGLE Employee Pay Period: 4/7/2019	101-21722-0000	41.94	
04/11/2019	153453	Fidelity Security Life	VISION + ONE Employee Pay Period: 4/7/2019	101-21722-0000	36.72	
04/11/2019	153453	Fidelity Security Life	Cobra	101-21722-0000	6.99	
04/11/2019	153453	Fidelity Security Life	Wellman	101-21722-0000	5.25	
04/11/2019	153453	Fidelity Security Life	Hellevik, B	101-21722-0000	5.94-	
Total 101217220000:					139.50	
04/11/2019	153472	MN Department of Labor & Industry	1st qtr permit srucharge to state	101-32280-0000	497.30	
Total 101322800000:					497.30	
04/11/2019	153463	Infinity Catering	Ann Fitch recognition party	101-41110-4450	300.00	
04/11/2019	153475	MPeters Enterprises Inc.	Downtown Flags and poles	101-41110-4450	324.00	
Total 101411104450:					624.00	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-41320-1310	286.50	M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-41320-1310	256.59	M
Total 101413201310:					543.09	
04/11/2019	20190329	U.S. Bank - CC	MCMA Conference	101-41320-3300	253.42	
04/11/2019	20190329	U.S. Bank - CC	MCMA Conference	101-41320-3300	253.40	
04/11/2019	20190329	U.S. Bank - CC	MCMA Conference	101-41320-3300	253.42	
04/11/2019	20190329	U.S. Bank - CC	MCMA Conference registration- Mattson/Anderson	101-41320-3300	920.00	
Total 101413203300:					1,680.24	
04/11/2019	20190317	Sandholm, Gary	Jan-Mar mileage reimbursement	101-41320-3350	101.46	
Total 101413203350:					101.46	
04/11/2019	20190281	APG Media of So MN LLC	Gaiter lake flood mapping notice	101-41320-3400	29.25	
04/11/2019	20190281	APG Media of So MN LLC	Board review meeting notice	101-41320-3400	136.50	
Total 101413203400:					165.75	
04/11/2019	20190329	U.S. Bank - CC	Muffin's for Mary's last day	101-41320-4930	39.92	
Total 101413204930:					39.92	
04/11/2019	153446	Cintas Corporation	First Aid Cabinet TLCF	101-41320-4940	46.79	
04/11/2019	20190306	MSDS Online Inc	Safety Data Sheets-online tracking	101-41320-4940	2,749.00	

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204940:					2,795.79
04/11/2019	20190279	A. H. Hermel Company	Pop for vending machine	101-41320-4945	28.95
04/11/2019	20190279	A. H. Hermel Company	Pop for vending machine	101-41320-4945	23.64
Total 101413204945:					52.59
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-41500-1310	1,560.36 M
Total 101415001310:					1,560.36
04/11/2019	153447	City of Waseca	Petty cash reimb	101-41500-1600	35.20
Total 101415001600:					35.20
04/11/2019	20190299	Innovative Office Supply	Chair mat-Finance director	101-41500-2000	62.25
Total 101415002000:					62.25
04/11/2019	153434	Awaken Vibrance Inc	Chair massages	101-41500-2200	225.00
04/11/2019	20190329	U.S. Bank - CC	Dodge balls for wellness committee activity	101-41500-2200	184.69
Total 101415002200:					409.69
04/11/2019	20190329	U.S. Bank - CC	Membership renewal	101-41500-4330	50.00
Total 101415004330:					50.00
04/11/2019	20190302	Kennedy & Kennedy Law Office	March legal services	101-41600-3000	540.00
Total 101416003000:					540.00
04/11/2019	20190313	Pantheon Computer Systems Inc.	PD Interview Room Upgrade	101-41920-2050	1,568.00
04/11/2019	20190313	Pantheon Computer Systems Inc.	Gary battery backup	101-41920-2050	84.95
Total 101419202050:					1,652.95
04/11/2019	20190329	U.S. Bank - CC	yearly renewal	101-41920-4950	119.88
Total 101419204950:					119.88
04/11/2019	20190299	Innovative Office Supply	Office supplies	101-41940-2000	31.32
04/11/2019	20190299	Innovative Office Supply	Office Supplies	101-41940-2000	36.58
Total 101419402000:					67.90
04/11/2019	20190279	A. H. Hermel Company	Coffee for break room	101-41940-2170	28.97
04/11/2019	153479	Red Feather Paper Company	2 ply tissue, roll towels, can liners	101-41940-2170	29.87
04/11/2019	153479	Red Feather Paper Company	Liners	101-41940-2170	91.30
04/11/2019	20190329	U.S. Bank - CC	Supplies for city hall bathroom project #1910	101-41940-2170	52.60
Total 101419402170:					202.74
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-41940-2230	234.90

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402230:					234.90
04/11/2019	20190290	Culligan	RO lease	101-41940-3100	28.95
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	Janitorial Services	101-41940-3100	1,556.00
04/11/2019	20190333	Waste Management of Southern MN	March Service	101-41940-3100	181.44
Total 101419403100:					1,766.39
04/11/2019	41904	City of Waseca		101-41940-3800	1,833.95 M
Total 101419403800:					1,833.95
04/11/2019	153439	Builders First Source Inc	lumber	101-41940-4000	87.78
04/11/2019	153439	Builders First Source Inc	lumber	101-41940-4000	102.00
Total 101419404000:					189.78
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-41950-1310	757.98 M
Total 101419501310:					757.98
04/11/2019	20190329	U.S. Bank - CC	Vision 2030 Domain name	101-41950-3000	183.10
Total 101419503000:					183.10
04/11/2019	20190281	APG Media of So MN LLC	Variance public hearing notice	101-41950-3400	68.25
04/11/2019	153488	Waseca County Recorder	Recordings	101-41950-3400	92.00
Total 101419503400:					160.25
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-42100-1310	7,044.64 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-42100-1310	323.60 M
Total 101421001310:					7,368.24
04/11/2019	20190299	Innovative Office Supply	Office supplies	101-42100-2000	9.35
04/11/2019	20190299	Innovative Office Supply	Office supplies	101-42100-2000	172.14
04/11/2019	20190299	Innovative Office Supply	Office supplies	101-42100-2000	18.78
Total 101421002000:					200.27
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-42100-2120	2,050.27
Total 101421002120:					2,050.27
04/11/2019	153451	Express Pressure Washers Inc	cleaner	101-42100-2170	69.95
04/11/2019	153479	Red Feather Paper Company	Janitor Supplies	101-42100-2170	26.00
04/11/2019	20190329	U.S. Bank - CC	Air Mattress	101-42100-2170	62.00
04/11/2019	20190329	U.S. Bank - CC	Steel drum dollies for drug destruction drums	101-42100-2170	205.49
04/11/2019	20190329	U.S. Bank - CC	2019 Animal licenses	101-42100-2170	64.00
04/11/2019	20190329	U.S. Bank - CC	Evidence room supplies	101-42100-2170	177.20
Total 101421002170:					604.64
04/11/2019	20190322	Streicher's	Uniforms	101-42100-2180	71.99

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	20190327	Tomsche, Matt	2019 Uniform Allowance	101-42100-2180	285.74
04/11/2019	20190329	U.S. Bank - CC	Holters and magazine pouches for new guns-Grotberg	101-42100-2180	101.00
04/11/2019	20190329	U.S. Bank - CC	Weapon light for new gun-Grotberg	101-42100-2180	128.20
04/11/2019	20190329	U.S. Bank - CC	Weapon light for new gun-Brass	101-42100-2180	128.20
04/11/2019	20190329	U.S. Bank - CC	Duty knife-Chrz	101-42100-2180	79.86
04/11/2019	20190329	U.S. Bank - CC	Rechargeable flashlight-Grotberg	101-42100-2180	136.11
04/11/2019	20190329	U.S. Bank - CC	Combo pouch-Harren	101-42100-2180	55.00
04/11/2019	20190329	U.S. Bank - CC	Shooting earmuffs and weapon light-Shroeder	101-42100-2180	320.52
Total 101421002180:					1,306.62
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	Janitorial Services	101-42100-2230	423.81
Total 101421002230:					423.81
04/11/2019	20190290	Culligan	Culligan Water	101-42100-3000	29.95
Total 101421003000:					29.95
04/11/2019	153437	Bock's Service Inc.	tow expense	101-42100-3100	101.00
04/11/2019	153440	Bureau of Crim Apprehension	Access fee	101-42100-3100	270.00
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42100-3100	15.28
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42100-3100	15.29
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42100-3100	15.29
04/11/2019	153482	Thomson Reuters - West	Information Charges	101-42100-3100	242.55
04/11/2019	20190333	Waste Management of Southern MN	March Service	101-42100-3100	57.54
Total 101421003100:					716.95
04/11/2019	20190329	U.S. Bank - CC	DMT recertification	101-42100-3300	75.00
04/11/2019	20190329	U.S. Bank - CC	Training reimbursement	101-42100-3300	25.00-
04/11/2019	20190329	U.S. Bank - CC	Meal during swat training	101-42100-3300	9.65
04/11/2019	20190329	U.S. Bank - CC	Training reimbursement	101-42100-3300	25.00-
04/11/2019	20190329	U.S. Bank - CC	Chief of Police conference	101-42100-3300	450.00
04/11/2019	20190329	U.S. Bank - CC	Training-Wellman	101-42100-3300	75.00
04/11/2019	20190329	U.S. Bank - CC	Training reimbursement	101-42100-3300	25.00-
Total 101421003300:					534.65
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-42100-3800	524.36
04/11/2019	41904	City of Waseca		101-42100-3800	827.96 M
Total 101421003800:					1,352.32
04/11/2019	20190314	Premier Veterinary Center LLC	Animal Clinic Contract Payment	101-42150-3100	2,291.73
Total 101421503100:					2,291.73
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-42200-1310	1,380.86 M
Total 101422001310:					1,380.86
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-42200-2120	177.62
Total 101422002120:					177.62

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	37.14
Total 101422002170:					37.14
04/11/2019	20190308	Municipal Emergency Services Inc.	Uniforms	101-42200-2180	188.00
Total 101422002180:					188.00
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-42200-2190	145.00
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-42200-2190	170.00
Total 101422002190:					315.00
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	Janitorial Services	101-42200-2230	423.82
Total 101422002230:					423.82
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42200-3100	15.29
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42200-3100	15.28
04/11/2019	153445	Cintas Corporation	Floor Mats	101-42200-3100	15.28
04/11/2019	153473	MN Department of Labor & Industry	Air Pressure Inspection	101-42200-3100	20.00
04/11/2019	20190333	Waste Management of Southern MN	March Service	101-42200-3100	57.54
Total 101422003100:					123.39
04/11/2019	153474	MN State Fire Department Association	Conference registration	101-42200-3300	200.00
Total 101422003300:					200.00
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-42200-3800	127.50
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-42200-3800	524.36
04/11/2019	41904	City of Waseca		101-42200-3800	827.96 M
04/11/2019	41904	City of Waseca		101-42200-3800	39.14 M
Total 101422003800:					1,518.96
04/11/2019	153450	Cox, Eric	building repair	101-42200-4000	55.82
Total 101422004000:					55.82
04/11/2019	153432	Ancom Communications Inc	Siren Maintenance Agreement	101-42300-4000	2,580.00
Total 101423004000:					2,580.00
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-42400-1310	513.18 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-42400-1310	116.99 M
Total 101424001310:					630.17
04/11/2019	20190287	City Building Inspection Services LLC	monthly bulding inspections	101-42400-3000	5,230.57
Total 101424003000:					5,230.57
04/11/2019	20190303	Lenz Lawn Care & Landscaping Inc.	Snow removal-600 5th St SE	101-42400-3100	35.00
04/11/2019	20190303	Lenz Lawn Care & Landscaping Inc.	Snow removal-621 State St N	101-42400-3100	35.00
04/11/2019	20190303	Lenz Lawn Care & Landscaping Inc.	Snow removal-908 State St N	101-42400-3100	50.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003100:					120.00
04/11/2019	20190329	U.S. Bank - CC	Refund for 2 classes due to weather cancellation	101-42400-3300	290.00-
Total 101424003300:					290.00-
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43000-1310	120.53 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43000-1310	1,116.44 M
Total 101430001310:					1,236.97
04/11/2019	153460	GS Direct Inc.	Paper for plotter	101-43000-2000	110.42
Total 101430002000:					110.42
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-43000-2120	31.25
Total 101430002120:					31.25
04/11/2019	20190329	U.S. Bank - CC	Maintenance/repair for concrete air tester	101-43000-2170	173.50
04/11/2019	20190329	U.S. Bank - CC	Maintenance/repair for concrete air tester	101-43000-2170	15.76
Total 101430002170:					189.26
04/11/2019	153447	City of Waseca	Petty cash reimb	101-43000-3300	60.81
04/11/2019	20190318	Schwartz, Alex	Training reimbursement	101-43000-3300	153.69
Total 101430003300:					214.50
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43100-1310	1,943.21 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43100-1310	33.91 M
Total 101431001310:					1,977.12
04/11/2019	20190329	U.S. Bank - CC	Fuel for new truck	101-43100-2120	130.94
04/11/2019	20190329	U.S. Bank - CC	Fuel #16	101-43100-2120	20.01
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-43100-2120	3,248.50
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-43100-2120	306.66
Total 101431002120:					3,706.11
04/11/2019	153432	Ancom Communications Inc	test & tune radio	101-43100-2170	111.00
04/11/2019	20190285	Boss Supply Inc.	Fittings	101-43100-2170	39.37
04/11/2019	20190285	Boss Supply Inc.	Fittings	101-43100-2170	11.97
04/11/2019	153449	Condon Farm Service	Bolts	101-43100-2170	6.75
04/11/2019	20190290	Culligan	Culligan Water	101-43100-2170	18.75
04/11/2019	153456	Force America Distributing LLC	dust caps	101-43100-2170	155.94
04/11/2019	20190298	Holtmeier Construction Inc.	crushed rock	101-43100-2170	203.43
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	200.00
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	182.75
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	182.75
04/11/2019	20190312	Owatonna Shoe Company	Safety Boots Jason	101-43100-2170	200.00
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	182.75
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	182.75
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	216.75

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	200.00
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	101-43100-2170	200.00
04/11/2019	20190325	Temple Electric Motor Service Inc	Bathroom vent fan motor	101-43100-2170	174.00
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	68.12
04/11/2019	153490	Winegar, Dave	Extensions for paint sprayer	101-43100-2170	17.74
Total 101431002170:					2,554.82
04/11/2019	20190280	AmeriPride Services Inc	uniform srvice	101-43100-2180	409.03
04/11/2019	20190280	AmeriPride Services Inc	uniform srvice	101-43100-2180	169.20
04/11/2019	20190280	AmeriPride Services Inc	uniform srvice	101-43100-2180	169.20
Total 101431002180:					747.43
04/11/2019	20190309	Napa Auto Parts	Parts and supplies	101-43100-2400	3.09
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-43100-2400	17.02
Total 101431002400:					20.11
04/11/2019	20190315	R.I.C Properties LLC	Kritzer Building lease	101-43100-3100	650.00
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	janitorial service-Streets	101-43100-3100	286.00
04/11/2019	20190333	Waste Management of Southern MN	March Service	101-43100-3100	150.10
Total 101431003100:					1,086.10
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-43100-3800	127.50
04/11/2019	41904	City of Waseca		101-43100-3800	39.15 M
04/11/2019	41904	City of Waseca		101-43100-3800	997.91 M
Total 101431003800:					1,164.56
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43125-1310	503.80 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43125-1310	33.91 M
Total 101431251310:					537.71
04/11/2019	153437	Bock's Service Inc.	Kerosine	101-43125-2120	50.00
Total 101431252120:					50.00
04/11/2019	153441	Cargill Inc. - Salt Division	Road salt	101-43125-2170	2,592.36
Total 101431252170:					2,592.36
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43170-1310	107.96 M
Total 101431701310:					107.96
04/11/2019	41904	City of Waseca		101-43170-3800	188.87 M
Total 101431703800:					188.87
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-43220-1310	179.93 M
Total 101432201310:					179.93

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	20190299	Innovative Office Supply	Supplies for TLCF	101-45100-2170	117.59
04/11/2019	20190299	Innovative Office Supply	Credit for returned dry erase board	101-45100-2170	78.56-
Total 101451002170:					39.03
04/11/2019	20190279	A. H. Hermel Company	TLCF Concessions supplies	101-45100-2500	285.25
04/11/2019	20190279	A. H. Hermel Company	Concessions for TLCF	101-45100-2500	86.03
04/11/2019	20190279	A. H. Hermel Company	TLCF Concessions	101-45100-2500	148.09
Total 101451002500:					519.37
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-45130-1310	283.60 M
Total 101451301310:					283.60
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-45130-2120	41.90
Total 101451302120:					41.90
04/11/2019	20190329	U.S. Bank - CC	Snacks for SMRPA meeting, waseca host	101-45130-3300	15.16
04/11/2019	20190329	U.S. Bank - CC	SMRPA meeting	101-45130-3300	10.42
Total 101451303300:					25.58
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-45130-3800	172.41
04/11/2019	41904	City of Waseca		101-45130-3800	489.73 M
Total 101451303800:					662.14
04/11/2019	20190329	U.S. Bank - CC	NRPA membership dues	101-45130-4330	175.00
Total 101451304330:					175.00
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-45200-1310	1,282.00 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	101-45200-1310	70.90 M
Total 101452001310:					1,352.90
04/11/2019	153487	Waseca County Highway Department	Monthly billing	101-45200-2120	384.23
Total 101452002120:					384.23
04/11/2019	20190290	Culligan	Culligan Water	101-45200-2170	8.50
04/11/2019	153459	Gopher Sport	Fence cap	101-45200-2170	183.40
04/11/2019	20190329	U.S. Bank - CC	Bike rack	101-45200-2170	289.63
04/11/2019	153489	Waseca Floral	DT flowers fertilizer	101-45200-2170	298.50
Total 101452002170:					780.03
04/11/2019	20190295	Gundermann, Jolene	Uniform Reimbursement	101-45200-2180	100.39
04/11/2019	20190330	Vanderhorst, Brett	Uniform reimbursement	101-45200-2180	116.96
Total 101452002180:					217.35
04/11/2019	153476	North American Safety Inc	safety glasses	101-45200-2190	83.00
04/11/2019	20190312	Owatonna Shoe Company	Safety Boots - Brett	101-45200-2190	200.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	20190312	Owatonna Shoe Company	Safety Boots - Jolene	101-45200-2190	171.50
04/11/2019	20190312	Owatonna Shoe Company	Safety Boots - Loy	101-45200-2190	187.00
04/11/2019	20190329	U.S. Bank - CC	Certified playground safety inspection kit	101-45200-2190	191.51
Total 101452002190:					833.01
04/11/2019	20190307	MTI Distributing Inc.	Toro Battery	101-45200-2210	215.37
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-45200-2210	70.44
Total 101452002210:					285.81
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	79.99
Total 101452002230:					79.99
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-45200-2280	205.04
Total 101452002280:					205.04
04/11/2019	153477	Pollard Water	Water Shutoff key	101-45200-2400	229.33
04/11/2019	153477	Pollard Water	Shipping credit	101-45200-2400	40.00-
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	101-45200-2400	189.90
Total 101452002400:					379.23
04/11/2019	153455	First Source Solutions	Drug Screen	101-45200-3100	307.50
04/11/2019	153469	McClune's Tree Service	Tree Removal	101-45200-3100	1,350.00
Total 101452003100:					1,657.50
04/11/2019	153470	Mediacom	TLCF Communications	101-45200-3200	208.53
Total 101452003200:					208.53
04/11/2019	20190329	U.S. Bank - CC	Irrigation seminar fee	101-45200-3300	10.00
Total 101452003300:					10.00
04/11/2019	41904	City of Waseca		101-45200-3800	409.68 M
Total 101452003800:					409.68
04/11/2019	153439	Builders First Source Inc	Lumber for timber wall	101-45200-4000	54.00
Total 101452004000:					54.00
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	Monthly Janitorial	101-45500-3100	790.00
04/11/2019	20190333	Waste Management of Southern MN	March Service	101-45500-3100	30.86
Total 101455003100:					820.86
04/11/2019	153442	Centerpoint Energy	Monthly Billing	101-45500-3800	592.82
04/11/2019	41904	City of Waseca		101-45500-3800	775.75 M
Total 101455003800:					1,368.57

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
04/11/2019	20190288	Connors Plumbing & Heating Inc.	plumbing	101-45500-4000	600.14	
Total 101455004000:					600.14	
Total General Fund:					163,038.00	
<b>Airport</b>						
04/11/2019	20190286	Central Fire Protection Inc.	Fire Extinguisher Maintenance	230-49810-3100	120.20	
Total 230498103100:					120.20	
04/11/2019	153443	CenturyLink	Airport service	230-49810-3200	2.95	
Total 230498103200:					2.95	
04/11/2019	41904	City of Waseca		230-49810-3800	55.79	M
Total 230498103800:					55.79	
Total Airport:					178.94	
<b>Economic Development-General f</b>						
04/11/2019	41903	Further	VEBA/HSA submittal Apr	261-46700-1310	256.59	M
Total 261467001310:					256.59	
04/11/2019	20190302	Kennedy & Kennedy Law Office	March legal services	261-46700-3000	144.00	
Total 261467003000:					144.00	
04/11/2019	153484	Turner, Darrell	Consultant fees March-May	261-46700-3100	10,000.00	
Total 261467003100:					10,000.00	
04/11/2019	20190317	Sandholm, Gary	Jan-Mar mileage reimbursement	261-46700-3300	101.46	
04/11/2019	20190317	Sandholm, Gary	Univ.Of Mn Extension Workshop	261-46700-3300	10.00	
Total 261467003300:					111.46	
04/11/2019	153452	Fame Awards	Name plates-Fitch & Miller	261-46700-3500	16.00	
Total 261467003500:					16.00	
Total Economic Development-General f:					10,528.05	
<b>Safe Haven Grant</b>						
04/11/2019	41903	Further	VEBA/HSA submittal Apr	279-46350-1310	610.10	M
Total 279463501310:					610.10	
Total Safe Haven Grant:					610.10	
<b>PEG Channel</b>						
04/11/2019	20190282	B & H Photo	Back up power supply for TLCF	290-41920-5400	158.31	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 290419205400:					158.31
Total PEG Channel:					158.31
<b>Capital Improvement</b>					
04/11/2019	153435	B.E.S.T. of Waseca	Veterans memorial check	430-36230-1623	5,000.00
Total 430362301623:					5,000.00
04/11/2019	153480	Stantec Consulting Services Inc	Elm Project Engineering	430-43010-5560	755.00
Total 430430105560:					755.00
04/11/2019	153480	Stantec Consulting Services Inc	HVAC evaluation	430-43010-5787	1,613.75
Total 430430105787:					1,613.75
Total Capital Improvement:					7,368.75
<b>Water</b>					
04/11/2019	153442	Centerpoint Energy	Monthly Billing	601-49401-3800	251.31
04/11/2019	41904	City of Waseca		601-49401-3800	8,863.72 M
04/11/2019	153491	Xcel Energy	March Service	601-49401-3800	190.78
Total 601494013800:					9,305.81
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49430-1310	354.50 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49430-1310	1,762.18 M
Total 601494301310:					2,116.68
04/11/2019	153487	Waseca County Highway Department	Monthly billing	601-49430-2120	431.12
Total 601494302120:					431.12
04/11/2019	20190280	AmeriPride Services Inc	uniform service	601-49430-2180	10.00
04/11/2019	20190280	AmeriPride Services Inc	uniform service	601-49430-2180	10.00
04/11/2019	20190312	Owatonna Shoe Company	Work boot Dulas	601-49430-2180	178.50
Total 601494302180:					198.50
04/11/2019	20190329	U.S. Bank - CC	Lunch for street crew during water main break 3rd St	601-49430-2230	16.02
04/11/2019	153485	USA Blue Book	Supplies	601-49430-2230	143.79
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	601-49430-2230	99.99
Total 601494302230:					259.80
04/11/2019	20190293	Gopher State One-Call Inc	Location calls - March	601-49430-3100	10.35
04/11/2019	20190304	M & R Electric Inc.	Electrician	601-49430-3100	59.00
04/11/2019	153471	Mid-America Meter Inc	Meter Calibration (Well Meter)	601-49430-3100	212.00
04/11/2019	153471	Mid-America Meter Inc	Meter Testing	601-49430-3100	212.00
04/11/2019	20190321	Sportsmans Stop Inc.	Shipping	601-49430-3100	41.74
04/11/2019	153486	Utility Consultants Inc	Bacteria Test	601-49430-3100	180.00
04/11/2019	20190334	Water Conservation Service Inc.	Leak Detection	601-49430-3100	1,491.82

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 601494303100:					2,206.91	
04/11/2019	20190300	James Brothers Construction Inc.	Main Break Repair	601-49430-4000	84.00	
Total 601494304000:					84.00	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49585-1310	107.77	M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49585-1310	314.58	M
Total 601495851310:					422.35	
04/11/2019	20190305	MAS Communications Inc.	Answering service - April	601-49585-3200	50.98	
Total 601495853200:					50.98	
04/11/2019	20190311	On Target Inc.	CASS certification - April	601-49585-3500	42.43	
Total 601495853500:					42.43	
04/11/2019	153448	City of Waseca	Summit AR customer accounts	601-49585-4320	12.00	
04/11/2019	153481	Summit Account Resolution	Collection fees	601-49585-4320	17.18	
Total 601495854320:					29.18	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49586-1310	34.38	M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	601-49586-1310	171.06	M
Total 601495861310:					205.44	
04/11/2019	20190299	Innovative Office Supply	Toner	601-49586-2000	188.13	
Total 601495862000:					188.13	
04/11/2019	20190302	Kennedy & Kennedy Law Office	March legal services	601-49586-3000	72.00	
Total 601495863000:					72.00	
04/11/2019	153480	Stantec Consulting Services Inc	Well rehabilitation	601-49593-5400	6,717.53	
Total 601495935400:					6,717.53	
Total Water:					22,330.86	
<b>Sanitary Sewer</b>						
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49470-1310	647.73	M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49470-1310	33.91	M
Total 602494701310:					681.64	
04/11/2019	153483	Towmaster Inc	tank/salt controller	602-49470-2210	831.50	
Total 602494702210:					831.50	
04/11/2019	20190293	Gopher State One-Call Inc	Location calls - March	602-49470-3100	10.35	

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703100:					10.35
04/11/2019	153442	Centerpoint Energy	Monthly Billing	602-49470-3800	20.57
04/11/2019	41904	City of Waseca		602-49470-3800	1,472.09 M
Total 602494703800:					1,492.66
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49480-1310	265.88 M
Total 602494801310:					265.88
04/11/2019	153447	City of Waseca	Petty cash reimb	602-49480-2000	5.28
Total 602494802000:					5.28
04/11/2019	20190296	H & J Fuel Inc	Generator fuel	602-49480-2120	1,656.10
04/11/2019	153487	Waseca County Highway Department	Monthly billing	602-49480-2120	44.91
Total 602494802120:					1,701.01
04/11/2019	20190289	Continental Research Corporation	Lift Station Chemicals	602-49480-2170	579.21
04/11/2019	20190309	Napa Auto Parts	Parts and supplies	602-49480-2170	93.00
04/11/2019	20190329	U.S. Bank - CC	Lab supplies	602-49480-2170	20.03
04/11/2019	20190329	U.S. Bank - CC	Lab supplies	602-49480-2170	21.05
04/11/2019	20190329	U.S. Bank - CC	Lab supplies	602-49480-2170	9.16
04/11/2019	20190329	U.S. Bank - CC	Supplies	602-49480-2170	32.18
04/11/2019	20190329	U.S. Bank - CC	Supplies	602-49480-2170	17.64
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	70.96
Total 602494802170:					843.23
04/11/2019	153447	City of Waseca	Petty cash reimb	602-49480-2180	33.99
04/11/2019	153476	North American Safety Inc	Safety wear	602-49480-2180	831.49
04/11/2019	153485	USA Blue Book	safety clothing	602-49480-2180	183.37
Total 602494802180:					1,048.85
04/11/2019	153438	Born Well Drilling Inc.	Piping Materials	602-49480-2210	43.10
04/11/2019	153458	Goodin Company	Raw pump sump pump	602-49480-2210	922.85
04/11/2019	20190324	Teledyne Isco Inc	Sampling Equipment Parts	602-49480-2210	742.00
Total 602494802210:					1,707.95
04/11/2019	20190309	Napa Auto Parts	Parts and supplies	602-49480-2230	124.00
Total 602494802230:					124.00
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	602-49480-2400	20.98
Total 602494802400:					20.98
04/11/2019	153445	Cintas Corporation	Janitorial supplies	602-49480-3100	16.88
04/11/2019	153445	Cintas Corporation	Floor Mats	602-49480-3100	19.28
04/11/2019	20190304	M & R Electric Inc.	Electrician	602-49480-3100	76.00
04/11/2019	20190319	ServiceMaster of Mankato/Waseca	Monthly Janitorial	602-49480-3100	350.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/11/2019	153486	Utility Consultants Inc	Lab Testing	602-49480-3100	2,290.33
04/11/2019	20190333	Waste Management of Southern MN	March Service	602-49480-3100	293.45
Total 602494803100:					3,045.94
04/11/2019	153447	City of Waseca	Petty cash reimb	602-49480-3300	99.00
Total 602494803300:					99.00
04/11/2019	153442	Centerpoint Energy	Monthly Billing	602-49480-3800	162.37
04/11/2019	41904	City of Waseca		602-49480-3800	501.13 M
Total 602494803800:					663.50
04/11/2019	153485	USA Blue Book	Safety Signs	602-49480-4000	48.36
Total 602494804000:					48.36
04/11/2019	153465	K Turbo USA Inc	K Turbo #3	602-49480-5400	14,180.00
Total 602494805400:					14,180.00
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49585-1310	107.77 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49585-1310	314.58 M
Total 602495851310:					422.35
04/11/2019	20190305	MAS Communications Inc.	Answering service - April	602-49585-3200	50.97
Total 602495853200:					50.97
04/11/2019	20190311	On Target Inc.	CASS certification - April	602-49585-3500	42.43
Total 602495853500:					42.43
04/11/2019	153448	City of Waseca	Summit AR customer accounts	602-49585-4320	23.00
04/11/2019	153481	Summit Account Resolution	Collection fees	602-49585-4320	32.91
Total 602495854320:					55.91
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49586-1310	34.38 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	602-49586-1310	171.06 M
Total 602495861310:					205.44
04/11/2019	153480	Stantec Consulting Services Inc	BEF Project	602-49593-5300	1,089.75
04/11/2019	153480	Stantec Consulting Services Inc	Micro Monitoring	602-49593-5300	145.00
04/11/2019	153480	Stantec Consulting Services Inc	BEF Project	602-49593-5300	79.50
04/11/2019	153480	Stantec Consulting Services Inc	BEF Project	602-49593-5300	715.50
04/11/2019	153480	Stantec Consulting Services Inc	Micro Monitoring	602-49593-5300	8,081.59
Total 602495935300:					10,111.34
Total Sanitary Sewer:					37,658.57

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Electric Utility						
04/11/2019	41906	SMPMA	SMPMA Power	604-49550-3810	396,885.23	M
Total 604495503810:					396,885.23	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49570-1310	60.61	M
Total 604495701310:					60.61	
04/11/2019	41904	City of Waseca		604-49570-3800	88.90	M
Total 604495703800:					88.90	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49571-1310	1,337.19	M
Total 604495711310:					1,337.19	
04/11/2019	153487	Waseca County Highway Department	Monthly billing	604-49571-2120	435.10	
Total 604495712120:					435.10	
04/11/2019	20190329	U.S. Bank - CC	Utility Cart	604-49571-2170	85.58	
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	201.52	
Total 604495712170:					287.10	
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	604-49571-2180	216.75	
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	604-49571-2180	165.00	
04/11/2019	20190312	Owatonna Shoe Company	Safety boots	604-49571-2180	191.25	
Total 604495712180:					573.00	
04/11/2019	153436	Baumgarn, David	Fan motor rebate	604-49571-2300	125.00	
Total 604495712300:					125.00	
04/11/2019	20190293	Gopher State One-Call Inc	Location calls - March	604-49571-3100	10.35	
04/11/2019	20190321	Sportsmans Stop Inc.	Shipping charges	604-49571-3100	13.38	
04/11/2019	20190323	Stuart C. Irby Company	Testing Tools	604-49571-3100	293.00	
04/11/2019	20190329	U.S. Bank - CC	Shipping	604-49571-3100	34.26	
Total 604495713100:					350.99	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49572-1310	134.48	M
Total 604495721310:					134.48	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49573-1310	242.44	M
Total 604495731310:					242.44	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49574-1310	68.19	M
Total 604495741310:					68.19	
04/11/2019	20190301	JT Services of MN	Street lights	604-49574-2230	275.69	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495742230:					275.69
04/11/2019	153491	Xcel Energy	March Service	604-49574-3800	501.12
Total 604495743800:					501.12
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49584-1310	51.13 M
Total 604495841310:					51.13
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49585-1310	87.24 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49585-1310	316.56 M
Total 604495851310:					403.80
04/11/2019	20190305	MAS Communications Inc.	Answering service - April	604-49585-3200	50.98
Total 604495853200:					50.98
04/11/2019	20190311	On Target Inc.	CASS certification - April	604-49585-3500	42.44
Total 604495853500:					42.44
04/11/2019	153448	City of Waseca	Summit AR customer accounts	604-49585-4320	65.00
04/11/2019	153481	Summit Account Resolution	Collection fees	604-49585-4320	93.01
Total 604495854320:					158.01
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49586-1310	65.90 M
04/11/2019	41903	Further	VEBA/HSA submittal Apr	604-49586-1310	171.06 M
Total 604495861310:					236.96
04/11/2019	20190284	Border States Electric Supply	Conversion Materials	604-49593-5300	917.64
04/11/2019	20190284	Border States Electric Supply	Conversion Materials	604-49593-5300	917.64
04/11/2019	153457	Garage Force	Restrooms	604-49593-5300	1,650.00
04/11/2019	20190301	JT Services of MN	LED Project	604-49593-5300	10,922.63
04/11/2019	20190301	JT Services of MN	Conversion Supplies	604-49593-5300	1,325.25
04/11/2019	20190329	U.S. Bank - CC	Mirrors for city hall bathroom project #1910	604-49593-5300	197.53
04/11/2019	20190329	U.S. Bank - CC	Bathroom tile supplies # 1910	604-49593-5300	41.98
04/11/2019	20190329	U.S. Bank - CC	Bathroom tile supplies # 1910	604-49593-5300	43.32
Total 604495935300:					16,015.99
04/11/2019	20190283	Barr Engineering Company	Substation Project	604-49593-5400	2,858.52
Total 604495935400:					2,858.52
Total Electric Utility:					421,182.87
<b>Storm Water Utility</b>					
04/11/2019	41903	Further	VEBA/HSA submittal Apr	651-43140-1310	215.91 M
Total 651431401310:					215.91

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
04/11/2019	41904	City of Waseca		651-43140-3800	489.18	M
Total 651431403800:					489.18	
04/11/2019	41903	Further	VEBA/HSA submittal Apr	651-49585-1310	49.78	M
Total 651495851310:					49.78	
Total Storm Water Utility:					754.87	
<b>Central Garage Services</b>						
04/11/2019	41903	Further	VEBA/HSA submittal Apr	701-43180-1310	576.37	M
Total 701431801310:					576.37	
04/11/2019	153487	Waseca County Highway Department	Monthly billing	701-43180-2120	91.74	
Total 701431802120:					91.74	
04/11/2019	153444	Certified Laboratories	shop supplies	701-43180-2170	409.00	
04/11/2019	153461	Huber Supply Co Inc	monthly lease	701-43180-2170	20.64	
04/11/2019	153473	MN Department of Labor & Industry	air compressor insp	701-43180-2170	10.00	
04/11/2019	20190312	Owatonna Shoe Company	safety boots	701-43180-2170	200.00	
04/11/2019	20190326	Terminal Supply Co	shop supplies	701-43180-2170	48.06	
04/11/2019	20190329	U.S. Bank - CC	Office supplies	701-43180-2170	23.38	
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	4.89	
Total 701431802170:					715.97	
04/11/2019	153432	Ancom Communications Inc	radio parts inventory	701-43180-2210	503.00	
04/11/2019	153433	Aspen Equipment Co	auger box cover	701-43180-2210	1,072.60	
04/11/2019	20190297	H & L Mesabi	carbide edges	701-43180-2210	657.54	
04/11/2019	153468	Lube-Tech & Partners LLC	dielectric hyd fld	701-43180-2210	205.16	
04/11/2019	20190309	Napa Auto Parts	Parts and supplies	701-43180-2210	1,208.30	
04/11/2019	20190310	Northern Tool & Equipment Co	Parts for sander auger stand	701-43180-2210	177.13	
04/11/2019	153478	PowerPlan - RDO Equipment Co.	warranty extention	701-43180-2210	981.25	
04/11/2019	20190316	Sanco Equipment LLC	Oil filters	701-43180-2210	363.89	
04/11/2019	20190316	Sanco Equipment LLC	blower skid shoes	701-43180-2210	186.96	
04/11/2019	20190320	Smiths Mill Implement Inc.	Hyd Drive motor	701-43180-2210	1,027.38	
04/11/2019	153483	Towmaster Inc	snow equipment	701-43180-2210	831.50	
04/11/2019	20190329	U.S. Bank - CC	weather tight connectors for HLA plows and loaders	701-43180-2210	381.11	
04/11/2019	20190331	Waseca Glass Inc.	Topper side door key	701-43180-2210	31.90	
04/11/2019	153490	Winegar, Dave	Snow equipment	701-43180-2210	445.00	
04/11/2019	20190335	Zarnoth Brush Works Inc.	bobcat broom (park)	701-43180-2210	550.00	
Total 701431802210:					8,622.72	
04/11/2019	20190292	GMS Industrial Supplies Inc.	drill bits	701-43180-2400	64.99	
04/11/2019	20190309	Napa Auto Parts	Parts and supplies	701-43180-2400	39.42	
04/11/2019	20190328	Total Tool Supply Inc.	cordless tool battery replacements	701-43180-2400	1,076.81	
04/11/2019	20190332	Waseca Hardware LLC	Parts & Supplies	701-43180-2400	45.76	
Total 701431802400:					1,226.98	
04/11/2019	20190329	U.S. Bank - CC	Monthly diagnostic tool charge	701-43180-3100	149.00	

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431803100:					149.00
Total Central Garage Services:					11,382.78
<b>Property and Liability Insuran</b>					
04/11/2019	20190291	First National Insurance	April Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
<b>Worker's Compensation Insuranc</b>					
04/11/2019	153467	League of MN Cities Insurance Trust	2nd qtr work comp	703-49956-1510	49,424.00
Total 703499561510:					49,424.00
Total Worker's Compensation Insuranc:					49,424.00
<b>Equipment Replacement Fund</b>					
04/11/2019	153454	Fire Safety USA Inc.	Equipment for new truck	705-49930-5400	2,545.20
Total 705499305400:					2,545.20
Total Equipment Replacement Fund:					2,545.20
Grand Totals:					727,961.30

## Report Criteria:

Report type: GL detail

[Report].Amount = {&lt;&gt;} 0

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Understanding (“MOA”) is made by and between the City of Waseca (“Employer”) and Local Union 949 of the International Brotherhood of Electrical Workers (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 20[x] through December 31, 20[x] (“Labor Agreement”);

WHEREAS, Bargaining Unit Employees that obtain and have a master electrician license demonstrate and provide enhanced skills to perform work for the Employer; and

WHEREAS, the Employer and Union desire to establish the wage differential to be paid to Bargaining Unit Employees that have a master electrician license.

NOW, THEREFORE, all parties hereto agree as follows:

### **Article 1. Wage Differential**

**Section 1.1.** Bargaining Unit Employees that have a master electrician license issued by the State of Minnesota will be paid an additional five percent of their base wage for each hour worked for the Employer, effective the date that the employee provides a copy of their license to the Employer through all dates that their license is active. This wage differential will be included in determining any other pay owing to the employee, which includes, but is not limited to, holiday, sick leave and vacation time and overtime and call back time.

**Section 1.2.** If a Bargaining Unit Employee’s license becomes no longer active, the employee must notify the Employer immediately when they are notified that their license is no longer active. If a Bargaining Unit Employee was paid this wage differential for hours worked in which their license was not active, the employee must repay the amount of the pay they were paid resulting directly from this differential.

### **Article 2. Entire Agreement**

This MOA constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOA, other than the representations, covenants, or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

### **Article 3. Waiver of Bargaining**

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the MOA is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA.

### **Article 4. Limitations**

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer, including the right to assign work and subcontract related work. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Section 4.1. All work authority is retained by the Employer, including work order authorization.

Section 4.2. The Master Electrician and assigned employees shall comply with all applicable rules and regulations.

Section 4.3. Only City of Waseca (Employer) work shall be done.

### **Article 5. Amendment, Modification, or Termination**

This MOA or any of its terms may only be amended, modified, or terminated by a written instrument that: (1) expressly states it is amending, modifying, or terminating the MOA; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

### **Article 6. Voluntary Agreement of the Parties**

The parties hereto acknowledge and agree that this Agreement is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

### **Article 7. Effective Date**

This MOA is effective the latest date affixed to the signatures below

### **Article 8. Expiration**

This MOA will expire and no longer be in force or effect, unless mutually agreed to in writing by both parties, effective the earlier of the following: (i) the date the Agreement between Employer and Union for January 2, 2017 through December 31, 2019 is no longer in force or effect; or (ii) the 31<sup>st</sup> calendar day after the date that either party submits through email to the other party notice that it is terminating this MOA.

IN WITNESS HEREOF, the parties hereto have made this MOA on the latest date affixed to the signatures hereto.

**For City of Waseca**

\_\_\_\_\_  
R.D. Srp, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lee Mattson, City Manager

Dated: \_\_\_\_\_

**For Local Union 949 of the International  
Brotherhood of Electrical Workers**

\_\_\_\_\_  
Business Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

<b>Title:</b>	Appointing a Complete Count Committee for the 2020 Census		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	6D
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Committee Candidate list
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	Administration
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action: Pass a motion for the Mayor to appoint a Complete Count Committee for the 2020 U.S. Census</b>		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating a Vibrant Dynamic Community can be greatly assisted by having accurate knowledge about the number of people in Waseca, how many in different people are in each age, income, education class, and similar topics. This helps define the potential benefit from Vision 2030 initiatives.		

**BACKGROUND:** The Census Bureau has asked that cities and counties appoint Complete Count Committees to produce the most accurate census possible. On June 19, 2018, the Mayor issued a Proclamation to establish a Complete Count Committee. A list of potential candidates for the Complete Count Committee was developed with the objective to cover as many cohorts of age, income, race, etc. as possible. At this time, thirteen people have responded to the request to be part of the Committee. Staff requests that the Council pass a motion for the Mayor to appoint the people listed on the attached page to form the Complete Count Committee. Additional members can be added at later times as needed.

**BUDGET IMPACT:** Extremely minimal if any. Communications and publicity can be disseminated using the City newsletter, utility bills, news articles, public service announcements, and social media.

**POLICY QUESTION:** None

**ALTERNATIVES CONSIDERED:** Interaction with Waseca County is anticipated, but our interests will be better served with a group that focuses exclusively on the City.

**RECOMMENDATION:** Pass a motion authorizing the Mayor to appoint the Complete Count Committee for the 2020 U.S. Census.

## **2020 CENSUS COUNT COMMITTEE**

Russell Weir/EDA  
Jon Stagman/Pantheon Computers  
Delores Srp  
Toni Larson-Jessica Barens/N. Service Center  
Andrea Tangen/MN Valley Action Council  
Christopher Hinton/Waseca Veteran's Officer  
Linda Johnson/MN Prairie  
Wes Hellevik/PEG Channel  
Brad Wickersheim, Waseca Ministerial Assoc.  
Afton Smestad, Waseca Library  
Ralph Castro, Pinnacle Foods  
Jen Williamson, ICAN  
Tarin Kubal, Waseca Senior Citizen Center  
Tammy Olmanson, Colony Court

<b>Title:</b>	Master Collocation Agreement for Small Wireless Facilities		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>6E</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Attached
<b>Originating Department:</b>	Utilities	<b>Presented By:</b>	City Administration
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> City Council approval of the Small Cell Facility Colocation Master Agreement		
<b>How does this item pertain to Vision 2030 goals?</b>	As communication companies plan to expand cell and data coverage, the City will have basic agreement requirements which these companies will be required to meet. This partnership process will strengthen regional connectivity while improving high quality community assets and compliance of the City's Right of Way Ordinance.		

**BACKGROUND:** The Federal Communications Commission (FCC) has issued revised small cell requirements which mandate cities to allow communication companies to collocate small cell facilities, such as antennas and power supplies, on city owned electric utility poles, and to also install poles within city right of ways. The City Council approved aesthetics standards at the January 2, 2019, Council meeting.

In order to comply with this FCC unfunded mandate, the attorney firm of Flaherty & Hood has been working since late December to draft basic agreement requirements.

**POLICY QUESTION:** The proposed Master Agreement compliments the Council approved Aesthetics Standards and is compliant with FCC requirements at this time.

**RECOMMENDATION:** City Council approval of the Master Collocation Agreement for Small Wireless Facilities.

**TEMPLATE MASTER COLLOCATION AGREEMENT  
SMALL WIRELESS FACILITY**

This Master Collocation Agreement (the "**Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Waseca, a municipal corporation under the laws of the State of Minnesota, with its principal offices located at 508 South State Street, Waseca, Minnesota 56093, (hereinafter referred to as "**CITY**"), and \_\_\_\_\_ (entity), a \_\_\_\_\_ (organization type) organized under the laws of the state of \_\_\_\_\_, with its principal offices located at \_\_\_\_\_, (hereinafter referred to as "**PERMITTEE**"). CITY and PERMITTEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**RECITALS**

WHEREAS, CITY has made significant investments of time and money in the acquisition and maintenance of the public rights-of-way and such investment has enhanced the utility and value of the public rights-of-way; and

WHEREAS, CITY is the owner of certain facilities, including utility and light poles, which are located within CITY's public rights-of-way in the geographic area of a license held by PERMITTEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

WHEREAS, the public ways within the City are used by and useful to private enterprises engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

WHEREAS, CITY finds that beneficial competition between providers of communications services can be furthered by the City's provision of grants of location and rights to use the public rights-of-way on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, PERMITTEE desires to install, maintain and operate wireless communications antenna facility equipment in the form of fiber optic cables, small cell wireless antennas, brackets, devices, conduits and other related equipment (collectively, the "**Small Wireless Facility**") on certain of CITY's light poles and/or utility poles (collectively, the "**Poles**") within CITY's public rights-of-way; and

WHEREAS, CITY and PERMITTEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which CITY may wish to permit PERMITTEE to install, maintain, and operate communications equipment; and

WHEREAS, CITY and PERMITTEE acknowledge that they will determine each particular

location or site on which the CITY agrees to allow PERMITTEE to install, maintain, and operate its Small Wireless Facilities; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of PERMITTEE in different geographic areas, and PERMITTEE's affiliated entities may be authorized by PERMITTEE to act on its behalf under this Agreement as further described herein, as appropriate based upon the entity holding the FCC License in the subject geographic location, in the case of PERMITTEE.

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

1. LICENSE. During the term of this Agreement, and subject to all of the terms and conditions herein, PERMITTEE is authorized, on a non-exclusive basis, to locate its Small Wireless Facilities upon certain of CITY's Poles, as approved by CITY, for the sole purpose of providing telecommunications services in the City to PERMITTEE's customers. PERMITTEE shall additionally be authorized, on a non-exclusive bases, to access the Poles to and from CITY's public rights-of-way within which the Poles are located for the purpose of installation, operation, and maintenance of PERMITTEE's Small Wireless Facility. The space approved by and licensed by CITY to PERMITTEE on the Poles, together with CITY's public rights-of-way within which the Poles are located, is hereinafter collectively referred to as the "**Premises**." The Premises may include, without limitation, (a) certain space on the ground, but only if owned by CITY, (b) space on the Poles sufficient for the installation, operation, and maintenance of PERMITTEE's Small Wireless Facilities as approved by CITY (the "**Antenna Space**"), and (c) such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "**Individual Pole Cabling Space**") to all necessary electrical and telephone utility, cable, and fiber sources located within the Poles. No pedestrian level light poles are to be used. Cabling between poles shall not be allowed. This Agreement does not give PERMITTEE any rights to use any Poles not owned by CITY for the installation of any Small Wireless Facility.

a. Small Wireless Facility Installation Locations. For each proposed installation of a Small Wireless Facility, PERMITTEE shall submit to CITY documentation satisfactory to CITY showing (i) the proposed Pole location, (ii) proposed space on the Pole where PERMITTEE's Small Wireless Facility will be located, (iii) a complete listing of all Small Wireless Facility associated equipment to be installed on the Pole and/or in the Premises, (iv) engineering design, shop drawings, plans and specifications for the installation of such Small Wireless Facility and associated equipment, including, without limitation, pole attachments, conduits and any buried facilities, (v) pre-approval of proposed point of service electrical connection to the Premises from the electric utility provider, (vi) and an engineering study showing the suitability of the Small Wireless Facility for installation on the Pole and the capability of the Pole to house such Small Wireless Facility, in its existing condition, all in compliance with CITY's policies and requirements, for CITY's review and approval. CITY may approve or disapprove of the location and installation of any Small Wireless Facility on any proposed Pole location based on reasonable regulatory factors, such as the location of other present or future communications

facilities, efficient use of scarce physical space to avoid premature exhaustion, potential interference with other communications facilities and services, the public safety and other critical public services. Upon CITY's approval of any specific Pole location, which must be indicated in writing, the Parties agree to execute a Master Collocation Agreement Supplement in the form attached as **Exhibit A** (the "**Supplement**"), which shall include as an Exhibit 1 complete plans and specifications for the installation of a Small Wireless Facility on the Pole and in the Premises, including all Small Wireless Facility associated equipment to be located in the Antenna Space and Individual Pole Cabling Space.

b. Compliance with Right-of-Way Ordinance. PERMITTEE shall comply in all respects with CITY's right-of-way ordinance (City of Waseca Code of Ordinances, Chapter 94) and shall secure all required right-of-way permits, excavation permits or other required authorizations prior to commencing any work authorized by this Agreement or under any Supplement.

c. Restoration of Work Areas. Upon the completion of each task or phase of work to be performed by PERMITTEE under this Agreement, PERMITTEE shall promptly restore all work site areas to a condition reasonably satisfactory to CITY and in accordance with right-of-way construction standards as specified by the City Engineer, and PERMITTEE pole and pole attachment construction standards as specified by the Utilities Director, ordinary wear and tear not caused by PERMITTEE or the Small Wireless Facility excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

d. Modification of Small Wireless Facilities. PERMITTEE may from time to time propose to modify its Small Wireless Facility in the Premises. If PERMITTEE proposes to install a different Small Wireless Facility or otherwise deviate from the plans and specifications attached to the applicable Supplement as Exhibit 1, PERMITTEE shall provide documentation of such proposal to CITY as reasonably required by CITY, and CITY may approve or disapprove of the use of the different Small Wireless Facilities or deviation from the specifications attached to the applicable Supplement as Exhibit 1 with regard to the placement of the Small Wireless Facility on the Poles or in the pursuant to the factors enumerated under Section 1.a above, and such approval shall not be unreasonably conditioned, withheld, or delayed.

2. CONDITION OF POLES. CITY shall grant PERMITTEE access to the Premises for PERMITTEE's installation, maintenance and operation of its Small Wireless Facility. The Parties acknowledge and agree that the Poles are provided on an AS IS basis and without warranty or representation relating to their condition, design, warranty, or suitability for specific use. CITY will provide access to the Poles to facilitate PERMITTEE's investigation of the Poles to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on thereon or on the Premises.

3. TERM OF AGREEMENT AND SUPPLEMENTS; TERMINATION.

a. This Agreement shall be for a term of \_\_\_\_\_ years, commencing upon the execution hereof by both Parties (the “**Term**”). Upon written application to CITY delivered no later than one year from the end date of the Term, PERMITTEE may request to extend this Agreement for one (1) successive ten-year term (a “**Renewal Term**”), with the Renewal Term commencing upon the expiration of the Initial Term. Assuming PERMITTEE has met all conditions of this Agreement; CITY may agree to extend this Agreement to the Renewal Term subject to the negotiation of market based, competitively neutral, mutually acceptable terms and conditions. CITY may terminate this Agreement after ninety (90) days’ written notice and an opportunity to meet with PERMITTEE if CITY reasonably believes that PERMITTEE’s continued use of the Poles and/or the Premises will adversely affect public health or safety.

b. Each Supplement shall be effective and shall commence as of the date of execution by both Parties (the “**Commencement Date**”) and terminate upon the earlier of (i) \_\_\_\_\_ years after the Commencement Date; or (ii) the expiration or earlier termination of this Agreement. Upon the expiration of the initial term of a Supplement, the Supplement shall automatically be extended for one additional five-year term unless PERMITTEE terminates it at the end of the initial term by giving CITY written notice of the intent to terminate at least three (3) months prior to the end of the initial term, provided that no Supplement shall exceed the Term, or if renewed, the Renewal Term, of this Agreement. CITY may terminate a Supplement for a public purpose with thirty (30) days’ written notice to PERMITTEE. For purposes of this paragraph a public purpose includes (i) to facilitate or accommodate the construction, completion, repair, relocation or maintenance of a CITY project, including a project to convert overhead facilities to underground facilities; (ii) because the Small Wireless Facility interferes with or adversely affects proper operation of the Poles, traffic signals, CITY-owned communications systems or other CITY facilities; (iii) because a sale or vacation of the public right-of-way by CITY; (iv) because there is a change in use of the public right-of-way by CITY provided such use effects similarly-situated permittees in the public right-of-way; (v) because there is damage to and/or removal of the Pole; and (vi) to protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7).

#### 4. FEES.

a. In order to compensate CITY for PERMITTEE’s entry upon and deployment of Small Wireless Facilities within CITY’s public rights-of-way, PERMITTEE shall pay to CITY a one-time master permit fee of Two Hundred Seventy Dollars (\$270.00) (the “**Master Permit Fee**”). The Master License Fee shall be paid within 30 days of execution of this Agreement.

b. Additionally, for each Supplement, PERMITTEE shall pay to CITY a location fee of Two Hundred and Seventy Dollars (\$270.00) per Small Wireless Facility per year (the “**Location Fees**”). The Location Fees shall be paid annually on the Commencement Date and on each anniversary of the Commencement Date, in advance, to the payee designated by CITY in the Supplement. CITY and PERMITTEE acknowledge and agree that the first billing under Section 6 and the first payment of Location Fees for each Supplement may not actually be

provided until ninety (90) days after the Commencement Date.

c. Along with submitting a Supplement for each Small Wireless Facility, PERMITTEE shall pay to CITY a one-time application fee of One Hundred Dollars (\$100.00) per Small Wireless Facility (the "**Application Fee**"). The Application Fee shall be paid to the CITY at the time the Supplement is submitted.

5. DOCUMENTATION. The Parties shall mutually cooperate to provide documentation reasonably required to perform under the terms of the Agreement, including confirmation of CITY's title or legal interest in the Poles, supporting documentation for a Supplement, Internal Revenue Service Form W-9, or equivalent, applicable state or local withholding forms, bank routing information for purposes of electronic funds transfer, and other documentation reasonably requested to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect.

6. ELECTRICAL. PERMITTEE shall be responsible for securing electrical service to the Premises at PERMITTEE'S expense. As the City determines with each Supplemental Form agreement, PERMITTEE may be required to create an account with the electric utility provider to the Premises for all metered point-of-service to the Premises, and shall pay all electric utility costs for service to PERMITTEE's Small Wireless Facilities and associated equipment directly to the electric utility provider. PERMITTEE must operate its Small Wireless Facilities in full compliance with the rules, regulations, and policies adopted by the CITY, and conform to the national, state, and local electric and safety codes, and will be responsible for the costs of such conformance.

7. USE; GOVERNMENTAL APPROVALS. PERMITTEE shall use the Premises for the purpose of installing, maintaining, repairing, and operating its Small Wireless Facility on the Premises for the sole purpose of providing telecommunications services in the City to PERMITTEE's customers, and uses incidental thereto. Subject to the terms of this Agreement and in compliance with CITY'S policies and requirements, PERMITTEE shall be authorized, without any increase in permit fees, to replace, repair, add (without increasing the burden on the Pole(s)) or otherwise modify its Small Wireless Facility, and the frequencies over which the Small Wireless Facility operates, during the Term or Renewal Term. It is understood and agreed that PERMITTEE's ability to use the Premises is contingent upon PERMITTEE obtaining, in conjunction with the approval of CITY in Section 1, all of the certificates, permits, and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State, or Local authorities, as well as a satisfactory Pole structural analysis that will permit PERMITTEE use of the Premises as set forth above. CITY shall not unreasonably object to PERMITTEE's efforts to obtain the Governmental Approvals.

PERMITTEE shall have the right to withdraw its request for CITY approval of a proposed Premises under Section 1 and, subject to Section 13, terminate a Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to PERMITTEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) PERMITTEE determines that the Governmental Approvals may

not be obtained in a timely manner; (iv) PERMITTEE determines that the Premises is no longer technically compatible for its use; or (v) PERMITTEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of PERMITTEE's exercise of its right to terminate shall be given to CITY in accordance with the notice provisions set forth in Section 17 and shall be effective upon the mailing of that notice by PERMITTEE, or upon such later date as designated by PERMITTEE. All permit fees paid through the termination date shall be retained by CITY. Upon such termination, the applicable Supplement(s) shall be of no further force or effect and neither Party shall have any further obligations, including payment of permit fees, for the terminated Supplement.

In the event that PERMITTEE shall terminate the applicable Supplement under this Section 7, all Location Fees paid and costs paid to said termination date shall be retained by CITY. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the PERMITTEE shall have no further obligations for the payment of Location Fees to CITY for the terminated Supplement.

8. LIABILITY.

a. Risk of Loss or Damage. PERMITTEE acknowledges and agrees that PERMITTEE bears all risk of loss or damage of its Small Wireless Facility installed in the Premises pursuant to this Agreement from any cause, and CITY shall not be liable for any cost of repair to damaged Small Wireless Facilities, including, without limitation, damage caused by CITY's removal of the Small Wireless Facility, except to the extent that such loss or damage was caused by the negligence or willful misconduct of CITY, including without limitation, each of its boards, commissions, departments, officers, agents, employees and contractors.

b. Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of CITY shall be personally liable to PERMITTEE, its successors and assigns, in the event of any default or breach by CITY or for any amount which may become due to LISCENSEE, its successors and assigns, or for any obligation of CITY under this Agreement.

c. No Liability for Damage, Death or Bodily Injury. Neither CITY nor any of its boards, commissions, departments, officers, agents or employees shall be liable for any damage to the property of PERMITTEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the Small Wireless Facilities or activities authorized by this Agreement, the condition of any CITY property subject to this Agreement or PERMITTEE's use of any CITY property, except as otherwise provided herein.

d. Waiver of Claims regarding Fitness of Poles. PERMITTEE acknowledges that CITY has made no warranties or representations regarding the fitness, availability or suitability of any Poles for the installation of PERMITTEE's Small Wireless Facility, or for any other activities

permitted under this Agreement, and that except as expressly provided herein, any performance of work or costs incurred by PERMITTEE or provision of services contemplated under this Agreement by PERMITTEE to PERMITTEE's customers is at PERMITTEE's sole risk. PERMITTEE, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, CITY and its agents, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Poles, other City property affected by this Agreement, or any law or regulation applicable thereto.

e. Waiver of All Claims. PERMITTEE acknowledges that this Agreement is terminable by CITY under certain limited circumstances as provided herein, and in view of such fact PERMITTEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and PERMITTEE expressly assumes the risk of selling its services to its customers, which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of PERMITTEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, PERMITTEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue CITY, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein. Notwithstanding anything to the contrary herein contained, PERMITTEE does not intend to waive, and hereby specifically reserves, all rights at law or in equity to contest any termination by CITY.

f. Non-waiver of Statutory Limitations on Liability. Nothing in this Agreement waives the rights or limits provided to the CITY in Minnesota Statutes, Chapter 466, and it is intended in this Agreement that the CITY shall retain the maximum benefits and rights accorded a "municipality" as that term is defined in Chapter 466.

g. Consequential Damages. In no event will a party hereto ever be liable to the other for either or both consequential or special damages, and each party hereto expressly hereby waives any and all rights that it has, had or may ever have to the same.

## 9. INSURANCE.

a. PERMITTEE shall procure and maintain, at its cost and expense, sufficient insurance to cover any losses or damages it may incur with respect to the matters covered by this Agreement, including, without limitation, (i) statutory Workers' Compensation and Employer's Liability coverage; (ii) commercial general liability insurance with limits not less than \$2,000,000.00 per occurrence Combined Single Limit for bodily injury (including death) and for

damage or destruction to property, including contractual liability, personal injury, owners and contractors' protective, broadform property damage, products completed operations coverages; (iii) business automobile liability insurance with limits of not less than \$1,000,000 each occurrence Combined Single Limit for bodily injury and property damage.

b. PERMITTEE will include the CITY as an additional insured on its commercial general liability and business automobile liability policies as its interest may appear under this Agreement. The insuring company shall deliver to CITY, certificates of all insurance required (with any higher limits specified), in a form satisfactory to Licensor, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The insurance policy and certificate shall not be canceled or its conditions altered in any manner without fifteen (15) days prior written notice to CITY.

c. To the extent allowed by law, PERMITTEE hereby waives and releases any and all rights of action for negligence against CITY, its officers, directors, employees, and agents which may hereafter arise on account of damage to the PERMITTEE's Property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by PERMITTEE. This waiver and release shall apply between the Parties and shall also apply to any claims asserted as a right of subrogation. All such policies of insurance obtained by PERMITTEE concerning the Property shall waive the insurer's right of subrogation against CITY.

10. SECURITY: NOTE: (Based on legal determination of the Federal Communication Commission (FCC) ruling, if the City is able to and determines to require a Security, such a fee shall be established by the City Council.) Prior to performing any work necessary under this Agreement, PERMITTEE will deliver to CITY a valid performance bond in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), issued by a surety company reasonably acceptable to CITY in the form attached hereto as **Exhibit B**. PERMITTEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by CITY to remove Small Wireless Facilities and unpaid permit fees. PERMITTEE shall keep such surety bond, at its expense, in full force and effect until the ninetieth (90th) day after the expiration date of the Term or Renewal Term or other termination hereof, to insure the faithful performance by PERMITTEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to CITY of cancellation or material change thereof. In the event of any non-extension of the bond, PERMITTEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if PERMITTEE fails to do so, CITY shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to PERMITTEE upon replacement of the bond or deposit of cash security in the full amount required.

11. INDEMNIFICATION. PERMITTEE shall indemnify, protect, save, defend, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute

resolution, which may arise out of or be caused by PERMITTEE or its agents, employees, contractors, volunteers, patrons or invitees with respect to PERMITTEE's use of or presence on the Premises. PERMITTEE shall defend CITY against the foregoing, or litigation in connection with the foregoing, at PERMITTEE's expense, with counsel reasonably acceptable to CITY. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

12. INTERFERENCE. PERMITTEE agrees to install and maintain Small Wireless Facilities and associated equipment of the type and frequency that will not cause interference with any equipment or operations of (a) CITY or other public utilities, whether now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, the Poles, aerial and underground electric and telephone wires, cable television, telecommunications facilities, and municipal property; and (b) other private licensed users of the Poles that existed on the Poles prior to the date of approval of CITY under Section 1. In the event that PERMITTEE's Small Wireless Facilities and associated equipment causes such interference, and after CITY has notified PERMITTEE of such interference by a call to PERMITTEE's Network Operations Center at \_\_\_\_\_, PERMITTEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at PERMITTEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, CITY shall have the right to require PERMITTEE to reduce power, and/or cease operations until such time PERMITTEE can effect repairs to the interfering equipment. In no event will CITY be entitled relocate the Small Wireless Facilities or associated equipment as long as PERMITTEE is making a good faith effort to remedy the interference issue. PERMITTEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by PERMITTEE, to facilities belonging to the City. CITY agrees that any other private licensed users of the Poles who currently have or in the future take possession of the Poles will be permitted to install only such equipment that is of the type and frequency which will not cause interference with the then existing Small Wireless Facility of PERMITTEE.

13. REMOVAL AT END OF TERM. PERMITTEE shall, within ninety (90) days after expiration or earlier termination of the term of a Supplement, remove its Small Wireless Facility and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by PERMITTEE excepted. If PERMITTEE fails to complete this removal work within such time, then CITY, upon written notice to PERMITTEE shall have the right at the CITY's sole election, but not obligation, to perform this removal work and charge PERMITTEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. PERMITTEE shall pay to the City the reasonable costs and expenses incurred by CITY in performing any removal work and any storage of PERMITTEE's property after removal (including any portion of the Small Wireless Facility) within thirty (30) business days of the date of a written demand for this payment from CITY. CITY may, in its

discretion, obtain reimbursement for the above by making a claim under PERMITTEE's performance bond. After the City receives the reimbursement payment from PERMITTEE for the removal work performed by the CITY, CITY shall promptly return to PERMITTEE the property belonging to PERMITTEE and removed by CITY pursuant to this section at no liability to CITY. If CITY does not receive the reimbursement payment from PERMITTEE within such thirty (30) business days, or if CITY does not elect to remove such items at CITY's cost after PERMITTEE's failure to so remove prior to such ninety (90) days subsequent to the expiration or earlier termination of a Supplement, any items of PERMITTEE's property, including without limitation the Small Wireless Facility, remaining on or about the Premises or stored by CITY after CITY's removal thereof may, at CITY's option, be deemed abandoned, in which case CITY may dispose of such property in any manner allowed by law. Alternatively, CITY may elect to take title to abandoned property, provided that PERMITTEE shall submit to CITY an instrument satisfactory to CITY transferring to CITY the ownership of such property. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

14. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the PERMITTEE without any approval or consent of the CITY, to the PERMITTEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of PERMITTEE's assets in the market defined by the FCC in which the Poles is located by reason of a merger, acquisition or other business reorganization ("**PERMITTEE Affiliate**"). As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the CITY, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of PERMITTEE or transfer upon partnership or corporate dissolution of PERMITTEE shall constitute an assignment hereunder. No consent is required for any assignment to, or sublicensing by, a PERMITTEE Affiliate. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by PERMITTEE pursuant to this Agreement may be owned and/or operated by PERMITTEE'S third-party wireless carrier customers ("**Carriers**") and installed and maintained by PERMITTEE pursuant to license agreements between PERMITTEE and such Carriers. Such Small Wireless Facilities shall be treated as PERMITTEE'S Small Wireless Facilities for all purposes under this Agreement.

15. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

CITY:	Attn: City Manager 508 South State Street Waseca, MN 56093
PERMITTEE:	

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. NO PROPERTY INTEREST CREATED. Neither PERMITTEE's use of the Premises, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in PERMITTEE a real property interest in any portion of CITY's public rights-of-way or any other CITY property, including but not limited to, any fee or leasehold interest in any land, or easement. PERMITTEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that PERMITTEE, its successor, lessee or assign may be subject to the payment of such taxes.

17. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement or Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Section.

18. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate this Agreement or the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party at equity or under law. Further, upon a default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of termination under this section, PERMITTEE shall immediately cease all work being performed under this Agreement, excepting

only that work necessary for PERMITTEE to remove all Small Wireless Facilities from the Premises as provided in Section 13 above. Termination of this Agreement by CITY as herein provided shall constitute the withdrawal of any approval, consent or authorization of CITY for PERMITTEE to perform any construction or other work under this Agreement in CITY's public rights-of-way or on public property excepting only that work necessary for PERMITTEE to remove all Small Wireless Facilities and leave all work site areas in a clean and safe condition and in accordance with Section 1.c above. Upon any such early termination, CITY shall promptly remit to PERMITTEE a prorated portion of the Master Permit Fee and Location Fees previously paid to CITY by PERMITTEE.

19. CASUALTY. In the event of damage by fire or other casualty to the Premises not caused by PERMITTEE that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt PERMITTEE's operations at the Premises for more than forty-five (45) days, then PERMITTEE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit PERMITTEE to resume its operation at the Premises, terminate the Supplement as to the affected Premises upon fifteen (15) days prior written notice to CITY. Notwithstanding the foregoing, PERMITTEE shall be relieved of responsibility to pay any permit fees during the period of repair following such fire or other casualty in proportion to the degree to which PERMITTEE's use of the Premises is impaired.

21. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

a. From time to time, CITY may plan to paint, recondition, or otherwise improve or repair one or more of the Poles in a substantial way ("**Reconditioning Work**"). CITY shall reasonably cooperate with PERMITTEE to carry out Reconditioning Work activities in a manner that minimizes interference with PERMITTEE's approved use of the Premises.

Prior to commencing Reconditioning Work, CITY shall provide PERMITTEE with not less than thirty (30) days prior written notice. Upon receiving that notice, it shall be PERMITTEE's sole responsibility to provide adequate measures to cover or otherwise protect PERMITTEE's Small Wireless Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. CITY reserves the right to require PERMITTEE to remove all of PERMITTEE's Small Wireless Facility and associated equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove PERMITTEE's Small Wireless Facility is contained in the written notice required by this Section.

b. During CITY's Reconditioning Work, PERMITTEE may maintain a temporary communications facility on the Poles, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles, upon mutual agreement of the Parties and compliance with CITY policies and requirements.

c. PERMITTEE may request a modification of CITY's procedures for carrying out Reconditioning Work in order to reduce the interference with PERMITTEE's use of the Premises. If CITY agrees to the modification, PERMITTEE shall be responsible for all reasonable

incremental cost related to the modification.

d. If the Poles need to be replaced in the ordinary course of business operations ("**Replacement Work**"), CITY shall provide PERMITTEE with at least thirty (30) days' written notice to remove its Small Wireless Facility. CITY shall also promptly notify PERMITTEE when the Poles have been replaced and PERMITTEE may re-install its Small Wireless Facility. In the event of Replacement Work, the Parties will confer in good faith as to schedule, work plan, temporary arrangements, and related matters. During CITY's Replacement Work, PERMITTEE may maintain a temporary communications facility on the Poles, subject to compliance with CITY'S policies and requirements, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles. If the Poles will not accommodate PERMITTEE's temporary communications facility or if the Parties cannot agree on a temporary location, PERMITTEE may provide notice of termination as to the affected Supplement.

e. If the Poles need to be repaired due to storm or other damage on an immediate basis ("**Repair Work**"), CITY shall notify PERMITTEE to remove its Small Wireless Facility as soon as possible. In the event of an emergency, CITY shall contact PERMITTEE by telephone at PERMITTEE's Network Operations Center at \_\_\_\_\_ prior to removing PERMITTEE's Small Wireless Facility from the Premises. Once the Poles have been replaced or repaired, CITY will promptly notify PERMITTEE it can reinstall its Small Wireless Facility. CITY in its sole discretion, consistent with prudent utility practices, shall determine how and when to address Repair Work of Poles, in consideration of customer and facilities needs throughout its system. During CITY's Repair Work, PERMITTEE may maintain a temporary communications facility on the Poles, subject to compliance with CITY'S policies and requirements, or after approval by CITY, on any land owned or controlled by CITY in the vicinity of the Poles. If the Poles will not accommodate PERMITTEE's temporary communications facility, if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, PERMITTEE may provide notice of termination as to the affected Supplement.

## 22. GENERAL TERMS.

a. Authorized Entities. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "**Authorized Entity**". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a Supplement. Only the Party and the Authorized Entity executing a Supplement is responsible for the obligations and liabilities related thereto. All communications and invoices must be directed to the Authorized Entity executing the Supplement.

b. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without

duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

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

d. Mechanic's Liens. PERMITTEE hereby covenants and agrees that PERMITTEE will not permit or allow any mechanic's or materialman's liens to be placed on the CITY's interest in the Poles and/or Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by PERMITTEE. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, PERMITTEE shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that PERMITTEE may contest any such lien provided the PERMITTEE first provides adequate security protecting CITY against such lien.

e. Attorneys' Fees. If any action at law or in equity shall be brought by CITY on account of any breach of this Agreement by PERMITTEE, CITY shall be entitled to recover from PERMITTEE reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

f. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

g. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between PERMITTEE and CITY.

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

i. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, PERMITTEE agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of PERMITTEE and involve transactions relating to this Agreement. PERMITTEE agrees to maintain these records for a period of six years from the date of termination of this Agreement.

j. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to PERMITTEE or CITY is intended to be exclusive of any

other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

k. Compliance with Laws. PERMITTEE shall, in respect to the condition of the Premises and the provision of services to PERMITTEE's customers, and at PERMITTEE's sole cost and expense, abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise.

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

m. Data Practices. The parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

n. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

o. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

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

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

r. Survivability. All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of PERMITTEE and CITY arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of five years from the effective date thereof.

s. Recording. This Agreement shall not be recorded by either Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

**CITY OF WASECA, MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

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

**PERMITTEE:**

**Name:**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**  
**Master Collocation Agreement Supplement Form**

Consistent with the Master Collocation Agreement dated \_\_\_\_\_, between the City of Waseca, a municipal corporation under the laws of the State of Minnesota, with its principal offices located at 508 South State Street, Waseca, Minnesota 56093, (hereinafter referred to as "**CITY**"), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the state of \_\_\_\_\_ with its principal offices located at \_\_\_\_\_ (hereinafter referred to as "**PERMITTEE**"), CITY authorizes PERMITTEE to access and use certain spaces on CITY's Pole and within CITY's public right-of-way at the location listed below (the "**Premises**") pursuant to this Master Collocation Agreement Supplement (the "**Supplement**");

1. **Premises.** Space on CITY's pole located at <INSERT SITE ADDRESS> reasonably required for the installation, operation, and maintenance PERMITTEE's Small Wireless Facility, as defined in the Master Collocation Agreement (the "**Antenna Space**") and such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and to all necessary electrical and telephone utility, cable, and fiber sources, all as described in Exhibit 1, which is attached hereto and made a part hereof. A right-of-way construction permit shall be applied for through the City Engineer. The Site Plan of Premises, Small Wireless Facility Design, and requested Antenna Space shall be approved by the City Engineer and Utilities Director. PERMITTEE shall provide the City with two (2) sets of construction plans consisting of CAD drawings, GIS shape files, and PDF copies showing location, materials and estimated construction specifications and product specifications; and diagrams and shop drawings of proposed antenna facilities. Engineered approved drawings shall include pole loading calculations as acceptable for the proposed pole.

2. **Construction Scheduling.** At least ten (10) business days prior to construction mobilization, PERMITTEE shall conduct a Pre-Construction Meeting at Waseca City Hall, to be attended by CITY and all parties involved in PERMITTEE'S installation

3. **Construction Inspection.** All construction activity is subject to inspection and approval by the CITY. Work not approved by the CITY shall be removed or uninstalled at PERMITTEE'S sole expense. PERMITTEE shall be solely responsible for all costs associated with said inspection and approval of construction by the CITY.

4. **As-built Drawings.** Within thirty (30) days after PERMITTEE activates the antenna facilities, PERMITTEE shall provide CITY with an as-built drawing and photograph CAP, GIS shape files, and PDF formats, as required by the CITY.

5. Electrical space encroachment shall not be allowed.

6. **Term.** The Commencement Date and the term of this Supplement shall be as set forth in the Master Collocation Agreement.

7. **Consideration.** Pursuant to the Master Collocation Agreement, the location fee owing to CITY under this Supplement shall be Two Hundred and Seventy Dollars (\$270.00) per Small Wireless Facility per year, payable to CITY at <REMITTANCE ADDRESS>. In addition, pursuant to the Master Collocation Agreement, the Application Fee owing to CITY under this

Supplement shall be One Hundred Dollars (\$100.00) per Small Wireless Facility, payable to CITY at <REMITTANCE ADDRESS>.

8. Additional application information may be required and amended by the City.

The Parties acknowledge and agree that this Supplement may be amended from time to time, in accordance with the Master Collocation Agreement, upon PERMITTEE'S request and CITY'S approval, all as reflected in writing.

**IN WITNESS WHEREOF**, the CITY and the PERMITTEE have executed this Supplement.

**CITY OF WASECA, MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

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

**PERMITTEE:**

Name:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT 1 of Supplement**  
**Site Plan of Premises, Small Wireless Facility Design, Antenna Space**

**EXHIBIT B**  
**Form of Performance Bond**

**PERFORMANCE BOND**

The undersigned surety company hereby binds itself, its successors and assigns, to pay to the City of Waseca, Minnesota, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

This obligation is upon the condition that if the party(s) designated in the contract attached hereto as Contractor and all subcontractors under such contract shall faithfully furnish and perform everything required to be furnished and performed by them under such contract, and for all labor performed or furnished, and for all materials used in the carrying out of such contract, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

Signed, and sealed and delivered on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

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

Name

Attorney-in-fact

(Affix Corporate Seal Here)

Bonding Company is Incorporated in the State of \_\_\_\_\_

President is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of business of Bonding Corporation in Minnesota is \_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 19-11****A RESOLUTION AMENDING THE ENABLING RESOLUTION CREATING THE CITY OF WASECA ECONOMIC DEVELOPMENT AUTHORITY.**

**WHEREAS,** the Waseca City Council, (the “City Council”) adopted Resolution Number 97-67 (the “Enabling Resolution”), on November 18, 1997, entitled “Resolution Creating an Economic Development Authority in the City of Waseca, Minnesota”, which created an Economic Development Authority for the City; and

**WHEREAS,** the City Council thereafter amended Section 1 of the Enabling Resolution through its approvals of Resolution Number 01-03, on January 16, 2001, entitled “Resolution Relating to Modification of Resolution Creating an Economic Development Authority and Amending the Number of Commissioners”, and Resolution Number 13-12, on April 2, 2013, entitled “Resolution of the Waseca City Council Amending the City of Waseca Economic Development Authority Enabling Resolution Regarding Appointment of Members and Length of Term”; and

**WHEREAS,** there is no statutory requirement that certain organizations, other than the City Council, must be represented on the EDA Board, and the City Council now wishes to discontinue requiring that organizations other than the City Council be represented on the EDA Board; and

**WHEREAS,** the City Council wishes to amend and restate Section 1 of the Enabling Resolution for ease of future reference; and

**WHEREAS,** the City Council conducted a public hearing on the amendment to the Enabling Resolution made herein on April 16, following publication of notice of such hearing in the City’s official newspaper on April 26 all in compliance with Minn. Stat. § 469.093.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that Section 1 of Resolution 97-67, as the same was amended by Resolution 01-03 and Resolution 13-12, is hereby deleted in its entirety and replaced with the following:

1. There is hereby established an Economic Development Authority, (hereinafter referred to as the “Authority”). The Authority shall consist of seven (7) commissioners having the following representation: two (2) commissioners shall be members of the City Council; five (5) commissioner shall be At-Large positions representing the general public. All Commissioners shall be appointed for six year terms, except that the City Council may

set the term of the Commissioners who are members of the City Council and who occupy the seats designated for City Council Members to coincide with their term of office as members of the City Council. Commissioners shall be appointed by the City Council. If any commissioner leaves the Authority before completing his or her Authority term, then another commissioner shall be appointed to serve the remaining unexpired Authority term. The name of the Authority shall be the City of Waseca Economic Development Authority.

Adopted this 16<sup>th</sup> day of April, 2019.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

<b>Title:</b>	APPROVING THE RUNWAY CULVERT REPLACEMENT SUPPLEMENTAL AUTHORIZATION NO. 1, CITY PROJECT NO. 2018-05		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>7B</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Supplemental Authorization No. 1
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Engineer
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to Approve the Runway Culvert Replacement Supplemental Agreement No. 1, City Project No. 2018-05.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** In 2018 the City hired TKDA to design the runway culvert replacement project. The project was awarded to Borneke Construction and the project was substantially complete by the end of 2018. The project encountered work outside of the scope of services including additional hydrologic design, geotechnical assistance and an extended work schedule due to poor weather. This additional work is summarized in the Supplemental Authorization No. 1 and totals \$17,900.

**BUDGET IMPACT:** This additional work is eligible for federal funding at a 90% participation rate. The local (City) share would be \$1,790 and would be funded from the Airport Special Revenue Fund.

**RECOMMENDATION:** Staff recommends the Waseca City Council make a motion to approve the Supplemental Authorization No. 1, City Project No. 2018-05.

THE CITY OF WASECA, MINNESOTA  
SUPPLEMENTAL AUTHORIZATION NO. 1

TO: Toltz, King, Duvall, Anderson  
and Associates, Incorporated  
444 Cedar Street, Suite 1500  
St. Paul, Minnesota 55101

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Pursuant to our Professional Services Agreement dated January 2, 2015, and the Authorization dated February 20, 2018, you are hereby authorized to proceed with the services described as follows:

2018 RUNWAY 15/33 CULVERT REPLACEMENT PROJECT

This Supplemental Authorization provides for services beyond the scope of the original design and construction phase Authorization. Additional design phase services included: 1) Electrical engineering, 2) Hydrologic design as requested by Waseca County, 3) Permitting and coordination with Waseca County and the U.S. Army Corps of Engineers, 4) Geotechnical evaluation and pavement recommendations. Additional construction phase services included construction consultation required during construction, and additional geotechnical testing performed by Braun Intertec.

I. Add the following in SECTION II – SERVICES TO BE PROVIDED, PART B – DESIGN PHASE SERVICES:

- i. Electrical engineering design. Provide engineering for the removal and replacement of taxiway edge lights, and associated circuits disturbed during culvert construction. Electrical design includes additional site survey to determine in place conditions.
- j. Hydrologic design as required by Waseca County.
- k. Provide permitting coordination and submittals. Coordinate with U.S. Army Corps of Engineers, and Waseca county to obtain necessary approvals and permits to construct culvert, which is part of the county ditch system.

Outside Services: Obtain geotechnical testing to determine in place soil conditions, and provide pavement recommendations. Geotechnical services provided by Braun Intertec.

II. Revise the following in SECTION II – SERVICE TO BE PROVIDED, PART C, - CONSTRUCTION PHASE

- c. Additional construction consultation by the Sr. Engineer to evaluate construction operations and coordination with the Contractor. An additional 27 hours was required for completion of the Project.

Outside Services: Additional geotechnical testing was required due to the onsite soil conditions. An additional trip was required by Braun Intertec to ensure adequate compaction of the subgrade.

III. Replace entire SECTION VI – COMPENSATION with the following:

VI. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in Article 3 of our Professional Services Agreement, summarized as follows:

SECTION II.A: Part A - Project Formulation and Preliminary Design		
Total Reimbursable Cost	\$9,717	
Fixed Fee	<u>\$1,383</u>	
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)		<u>\$11,100</u>
SECTION II.B: Part B - Design Phase Services		
Total Reimbursable Cost	\$24,800	
Fixed Fee	<u>\$2,900</u>	
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)		<u>\$27,700</u>
SECTION II.C: Part C - Construction Phase Services		
Total Reimbursable Cost	\$24,764	
Fixed Fee	<u>\$2,936</u>	
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)		<u>\$27,700</u>
SECTION II.D: Part D - Post Construction Phase Services		
(Lump Sum)		<u>\$5,000</u>
Total Ceiling Amount		<u>\$71,500</u>

A revised Project Fee Estimate is attached.

Approved by \_\_\_\_\_, \_\_\_\_\_, 2019  
Authorized City Representative

Consultant Acceptance by  \_\_\_\_\_, March 11, 2019  
John W. Ahern, PE; Vice President



## Project Fee Estimate

Client:		City of Waseca						Date:		3/11/2019	
Project:		Waseca Municipal Airport - Runway 15/33 Culvert Replacement - SA #1						Prepared By:		JNP	
Task	Task Description									Totals	
		Sr Reg Eng	Reg Eng	Grad Eng	Elec Eng	Hydrologist	Spec II	Spec I	Tech II		
A.1	Project Formulation Phase - Basic										
a	Site Visit / Investigation		4							4	
b	Prepare Project Scope		1	1						2	
c	Preliminary Cost Estimate		1	2						3	
d	Project-Specific CIP Updates		2	1						3	
e	Engineering Design Report		2	4						6	
f	Preliminary Design and Draft Specifications (30%)		4	16					4	24	
g	Project Funding Coordination	1	4							5	
A.2	Project Formulation Phase - Special										
a	Construction Safety Phasing Plan		1	4						5	
b	FAA Grant Pre-Application Package		2	8						10	
c	Environmental Categorical Exclusion		2	2						4	
d	Project-Specific DBE Goal Update		1	2						3	
e	Topographic Survey and Base Mapping						12	12		24	
Total Person Hours		1	24	40	-	-	12	12	4	93	
Direct Labor Rate, \$/Hr.		\$ 77.00	\$ 54.00	\$ 32.00	\$ 50.70	\$ 53.75	\$ 47.00	\$ 23.50	\$ 24.05		
Total Direct Labor Cost, \$		\$ 77.00	\$ 1,296.00	\$ 1,280.00	\$ -	\$ -	\$ 564.00	\$ 282.00	\$ 96.20	\$ 3,595.20	
Indirect Labor Cost @ 1.565, \$		\$ 120.51	\$ 2,028.24	\$ 2,003.20	\$ -	\$ -	\$ 882.66	\$ 441.33	\$ 150.55	\$ 5,626.49	
Subtotal Labor Cost										\$ 9,221.69	
Direct Expenses:											
Travel & Subsistence (TS)										\$ 400.00	
Total Expenses										\$ 400.00	
Fixed Fee - 15.0% x Total Labor Cost										\$ 1,383.00	
Total Part A										\$ 11,004.69	
Total Part A NTE (ROUNDED)										\$ 11,100.00	
B.1	Design Phase - Basic										
a	Agency Meetings and Coordination		2	2						4	
b	Prepare Final Plans and Specifications (100%)	1	20	48					8	77	
c	Prepare Final Estimate		1	2						3	
d	Reproduce Final Plans			2					4	6	
e	Bid Advertisement		1						2	3	
f	Bidding Assistance		2	2						4	
g	Conduct Pre-bid Meeting		6							6	
h	Prepare Recommendation of Award		4							4	
i	Electrical Engineering Design			4	17		2	2		25	
j	Hydrologic Design/Coordination		4	4		1		6		15	
k	Permitting Coordination/Submittals		16	4		1		4		25	
B.2	Design Phase - Special										
a	FAA Plans and Specifications Review (90%)		2	4					2	8	
b	Funding Assistance	1	4							5	
Total Person Hours		2	62	72	17	2	2	12	16	185	
Direct Labor Rate, \$/Hr.		\$ 77.00	\$ 54.00	\$ 32.00	\$ 50.70	\$ 53.75	\$ 47.00	\$ 23.50	\$ 24.05		
Total Direct Labor Cost, \$		\$ 154.00	\$ 3,348.00	\$ 2,304.00	\$ 861.90	\$ 107.50	\$ 94.00	\$ 282.00	\$ 384.80	\$ 7,536.20	
Indirect Labor Cost @ 1.565, \$		\$ 241.01	\$ 5,239.62	\$ 3,605.76	\$ 1,348.87	\$ 168.24	\$ 147.11	\$ 441.33	\$ 602.21	\$ 11,794.15	
Subtotal Labor Cost										\$ 19,330.35	
Direct Expenses:											
Travel & Subsistence (TS)										\$ 150.00	
Reproduction & Reprographics (RR)										\$ 350.00	
Subtotal Direct Expenses										\$ 500.00	
Outside Services (OS):											
Subconsultant - Geotechnical Testing										\$ 4,477.00	
Subconsultant Mark-Up - 10%										\$ 447.70	
Subtotal Outside Services (OS)										\$ 4,924.70	



TKDA

Project Fee Estimate

Client:		City of Waseca							Date:	3/11/2019	
Project:		Waseca Municipal Airport - Runway 15/33 Culvert Replacement - SA #1							Prepared By:	JNP	
Task	Task Description	Sr Reg Eng	Reg Eng	Grad Eng	Elec Eng	Hydrologist	Spec II	Spec I	Tech II	Totals	
Total Expenses										\$	5,424.70
Fixed Fee - 15.0% x Total Labor Cost										\$	2,900.00
Total Part B										\$	27,655.05
Total Part B NTE (ROUNDED)										\$	27,700.00

## Project Fee Estimate

<b>Client:</b>	City of Waseca							<b>Date:</b>	3/11/2019	
<b>Project:</b>	Waseca Municipal Airport - Runway 15/33 Culvert Replacement - SA #1							<b>Prepared By:</b>	JNP	
Task	Task Description	Sr Reg Eng	Reg Eng	Grad Eng	Elec Eng	Hydrologist	Spec II	Spec I	Tech II	Totals
<b>C.1</b>	<b>Construction Phase - Basic</b>									
a	Assist with Contract Documents		2						1	3
b	Preconstruction Conference		5				4			9
c	Construction Consultation	1	31	8						40
d	Plan and Spec Interpretation		1	2						3
e	RFI Administration and Submittal Reviews		1	2						3
f	Progress Meetings/Site Visits		12	12						24
g	Material Compliance and Suitability		1	4			2			7
h	Payroll Reviews								3	3
i	Partial Payments			2			2			4
j	Construction Changes			2						2
k	Final Inspection and Final Payment		2	8			4			14
<b>C.2</b>	<b>Construction Phase - Special</b>									
a	Field Representative						40			40
b	Construction Verification Surveys						8			8
c	Funding Administration Assistance		6							6
d	Prepare Sponsor Quarterly Reports			2						2
<b>Total Person Hours</b>		<b>1</b>	<b>61</b>	<b>42</b>	<b>-</b>	<b>-</b>	<b>60</b>	<b>-</b>	<b>4</b>	<b>168</b>
Direct Labor Rate, \$/Hr.		\$ 77.00	\$ 54.00	\$ 32.00	\$ 50.70	\$ 53.75	\$ 47.00	\$ 23.50	\$ 24.05	
Total Direct Labor Cost, \$		\$ 77.00	\$ 3,294.00	\$ 1,344.00	\$ -	\$ -	\$ 2,820.00	\$ -	\$ 96.20	\$ 7,631.20
Indirect Labor Cost @ 1.565, \$		\$ 120.51	\$ 5,155.11	\$ 2,103.36	\$ -	\$ -	\$ 4,413.30	\$ -	\$ 150.55	\$ 11,942.83
<b>Subtotal Labor Cost</b>										<b>\$ 19,574.03</b>
<b>Direct Expenses:</b>										
Travel & Subsistence (TS)										\$ 800.00
Miscellaneous (MI)										\$ 100.00
<b>Subtotal Direct Expenses</b>										<b>\$ 900.00</b>
<b>Outside Services (OS):</b>										
Subconsultant - Geotechnical Testing										\$ 3,835.00
Subconsultant Mark-Up - 10%										\$ 383.50
<b>Subtotal Outside Services (OS)</b>										<b>\$ 4,218.50</b>
<b>Total Expenses</b>										<b>\$ 5,118.50</b>
<b>Fixed Fee - 15.0% x Total Labor Cost</b>										<b>\$ 2,936.00</b>
<b>Total Part C</b>										<b>\$ 27,628.53</b>
<b>Total Part C NTE (ROUNDED)</b>										<b>\$ 27,700.00</b>
<b>D.1</b>	<b>Post Construction Phase - Special</b>									
a	Record Drawings			4			1			5
b	FAA Grant Closeout	1	20	8					2	31
<b>Total Person Hours</b>		<b>1</b>	<b>20</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>2</b>	<b>36</b>
Direct Labor Rate, \$/Hr.		\$ 77.00	\$ 54.00	\$ 32.00	\$ 50.70	\$ 53.75	\$ 47.00	\$ 23.50	\$ 24.05	
Total Direct Labor Cost, \$		\$ 77.00	\$ 1,080.00	\$ 384.00	\$ -	\$ -	\$ 47.00	\$ -	\$ 48.10	\$ 1,636.10
Indirect Labor Cost @ 1.565, \$		\$ 120.51	\$ 1,690.20	\$ 600.96	\$ -	\$ -	\$ 73.56	\$ -	\$ 75.28	\$ 2,560.50
<b>Subtotal Labor Cost</b>										<b>\$ 4,196.60</b>
<b>Direct Expenses:</b>										
Reproduction & Reprographics (RR)										\$ 100.00
<b>Total Expenses</b>										<b>\$ 100.00</b>
<b>Fixed Fee - 15.0% x Total Labor Cost</b>										<b>\$ 629.00</b>
<b>Total Part D</b>										<b>\$ 4,925.60</b>
<b>Total Part D LUMP SUM (ROUNDED)</b>										<b>\$ 5,000.00</b>
<b>Total Project Fees</b>										<b>\$ 71,500.00</b>

<b>Title:</b>	Introduce Ordinance #1071 Amending Chapter 96: Prohibiting Acts of the Waseca Code of Ordinances		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>7C</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Draft Ordinance
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action: Review the proposed ordinance and set a public hearing for the Regular Meeting of May 7, 2019.</b>		
<b>How does this item pertain to Vision 2030 goals?</b>	This proposal would cause city policy to revert to the status that existed prior to the adoption of the current liquor ordinance in 2017. The intent is to increase the attractiveness of City Parks for use by all residents, creating high quality and desirable community assets.		

**BACKGROUND:** Staff believes that as part of the adoption of the 2017 Alcoholic Beverages Ordinance, the City Council inadvertently adopted language that prohibited alcohol in most City Parks. The ordinance prohibited the consumption of intoxicating liquor or 3.2% malt liquor in any public place, which the City Attorney reads to include all parks. The ordinance does allow consumption, “where the consumption and display of liquor is lawfully permitted.” By amending the Park Ordinance, the City could permit the consumption of alcohol in most parks. Please note that the ordinance prohibits alcohol on beaches and anywhere on Tink Larson Field Park. The ordinance also prohibits alcohol at Maplewood Park without the City granting permission.

**BUDGET IMPACT:** None

**POLICY QUESTION:** Should alcohol be permitted in City Parks?

**ALTERNATIVES CONSIDERED:** Status quo that essentially prohibits alcohol, limiting alcohol in more city parks, no limit on what parks may have alcohol.

**RECOMMENDATION:** Discuss the proposed ordinance. If the Council is comfortable with the ordinance, make a motion to set a public hearing for May 7, 2019.

**ORDINANCE NO. 1071**

**AN ORDINANCE AMENDING CHAPTER 96; PROHIBITED ACTS OF THE WASECA CODE OF ORDINANCES REGARDING VERBAGE OF SECTION 96.04 (9)**

**WHEREAS**, Chapter 96 of the Waseca Code of Ordinances provides information regarding public parks for the City of Waseca; and

**WHEREAS**, as part of the adoption of the 2017 Alcoholic Beverages Ordinance, the City Council inadvertently adopted language that prohibited alcohol in most City Parks. The ordinance does allow consumption, “where the consumption and display of liquor is lawfully permitted.”

**WHEREAS**, by amending the Park Ordinance, the City could permit the consumption of alcohol in most parks.

**NOW, THEREFORE**, the City of Waseca does hereby ordain that the amendments to Chapter 96 of the Waseca Code of Ordinances as shown here-in are hereby approved and modified. The modification only amends the specified codes, the remainder of the Ordinance shall remain as previously adopted.

**SECTION 1.** Chapter 96, Public Parks, of the Waseca Code of Ordinances is hereby amended as follows, underlined text is being added and strikeout ~~text~~ is being deleted:

**§ 96.04 PROHIBITED ACTS.**

- (9) ~~No person shall possess, display or consume intoxicating liquors or 3.2 malt liquors on any beaches within city parks, and the possession or consumption of intoxicating or 3.2 malt liquor is allowed in Maplewood Park only upon issuance of a permit by the city.~~

The display and consumption of intoxicating liquors, 3.2 malt liquors, and malt beverages shall be allowed in city parks with the exception that no person shall possess, display or consume intoxicating liquors, 3.2 malt liquors, or malt beverages on any beach within a city park, other than to load or unload a boat on the lake; within the confines of Maplewood Park, unless allowed by permit; or within Tink Larson Community Field Park.

**SECTION 2.** This Ordinance shall take and be in force 10 days after its passage.

ADOPTED this 7<sup>th</sup> day of May 2019.

\_\_\_\_\_  
R. D. SRP  
MAYOR

ATTEST:

\_\_\_\_\_  
MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

Introduced: April 16, 2019  
Adopted: May 7, 2019  
Published: May 17, 2019  
Effective: May 17, 2019

<b>Title:</b>	Resolution No. 19-19 Approving a Variance to Allow a House Footprint That Will Cause Exceeded Maximum Building Coverage on Property Zoned R-2, Urban Residential (314 2 <sup>nd</sup> Ave SE.)		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>7D</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution No. 19-19 PC Memo/Attachments
<b>Originating Department:</b>	Community Development	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to adopt Resolution No. 19-19, A Resolution of the Waseca City Council Approving a Variance to Allow a House Footprint That Will Cause Exceeded Maximum Building Coverage (314 2 <sup>nd</sup> Ave SE).		
<b>How does this item pertain to Vision 2030 goals?</b>	Supporting this Variance promotes good Governance.		

**BACKGROUND:** David Cone, owner of the property, located at 314 2<sup>nd</sup> Ave SE, is requesting a Variance to allow the footprint of the house in combination with the existing accessory structure to exceed the allowed maximum building coverage. The property is zoned R-2, Urban Residential. Single-family dwellings are permitted principal uses, and detached garages are permitted accessory uses in the R-2 district.

**Section 154.016 (F)** states that properties zoned R-2 with single family homes can have no more than 40% of the parcel occupied by buildings having vertical mass. The current garage is 728 square feet and the proposed principle structure (house) is 1,421 square feet, which will exceed the allowed maximum coverage by 149 square feet, bringing the building coverage to be approximately 43%.

To meet the maximum building coverage requirements, the house footprint would need to be reduced, which would not allow for a suitable single-family home size and layout. The lot is undersized at 5,000 square feet and the detached garage is existing at 728 square feet and therefore cannot be reduced. The Waseca City Code of Ordinances requires current minimum lot size to be 10,800 square feet for corner lots in the R-2 zoning district.

The Planning Commission held a public hearing on the Variance request on April 9, 2019. The Planning Commission voted 5-0 recommending approval to the City Council.

**BUDGET IMPACT:** None.

**POLICY QUESTION:** The City Council has the authority to approve Variances.

**ALTERNATIVES CONSIDERED:** None.

**RECOMMENDATION:** Motion to adopt Resolution No. 19-19, Approving a Variance to Allow a House Footprint That Will Cause Exceeded Maximum Building Coverage on the property located at 314 2<sup>nd</sup> Ave SE.

## **RESOLUTION NO. 19-19**

### **A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE TO ALLOW A HOUSE FOOTPRINT THAT WILL CAUSE EXCEEDED MAXIMUM BUILDING COVERAGE ON PROPERTY ZONED R-2, URBAN RESIDENTIAL DISTRICT (314 2<sup>nd</sup> Ave SE)**

**WHEREAS**, application has been made to the City Council of the City of Waseca by David Cone, property owner, for approval of a Variance from the provisions of Chapter 154, Section 154.016 (F) to allow nonconforming maximum building lot coverage for a house in combination with the existing accessory structure on property zoned R-2 Urban Residential, located at 314 2<sup>nd</sup> Ave SE which is described as:

### **LOT TWELVE (12), EXCEPT THE WEST FOUR (4) FEET THEREOF, AND LOT THIRTEEN (13), ALL IN BLOCK FOUR (4) BARNEY'S ADDITION TO THE CITY OF WASECA**

**WHEREAS**, the Waseca Planning Commission held a public hearing on the request at its April 9, 2019 meeting, and all interested parties were provided an opportunity to comment; and

**WHEREAS**, the City Council of the City of Waseca has considered the advice and recommendation of the Planning Commission, the consistency of the proposed project with the Waseca Zoning Ordinance and the effect of the proposed use on the health, safety and welfare of the occupants of the surrounding land, existing and anticipated traffic conditions, the effect of the proposed use on the City's Comprehensive Plan, and the effect on property values in the surrounding area; and

**WHEREAS**, the City Council of the City of Waseca, makes the following findings of fact related to the proposed development and requested Variance:

1. The Variance is in harmony with the purposed and intent of the ordinance.
2. The use and Variance is consistent with the Comprehensive Plan.
3. The proposal puts the property to use in a reasonable manner.
4. There are unique circumstances to the property not created by the landowner.
5. The Variance, if granted, will not alter the essential character of the locality.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that Variances from the provisions of Chapter 154, Section 154.016 (F) to allow nonconforming maximum building lot coverage for a house in combination with the existing accessory structure on property zoned R-2 Urban Residential, be approved subject to the following conditions:

1. The property shall conform to all State and local building and fire codes.
2. The driveway shall be surfaced with asphalt, concrete or approved pavers.
3. The apron/approach shall be concrete per City standards.
4. Construction shall begin within 180 days of Variance approval.

Adopted by the City Council of the City of Waseca this 16<sup>th</sup> Day of April, 2019.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

# PLANNING DEPARTMENT

## MEMORANDUM

**TO:** Daren Arndt, Chair  
Waseca Planning Commission

**FROM:** Bill Green  
Planning and Zoning Coordinator  
Monica Waite  
Community Development Intern

**MEETING DATE:** April 9, 2019

**SUBJECT:** Public Hearing - Action No. 19-03\_VAR

**ATTACHMENTS:** Application Narrative  
Site Location Map  
Aerial View  
Site Photos  
Construction Plans

### ***APPLICANT***

The applicant is David Cone, owner of the property. A complete application was received on January 24, 2018. The time period has been extended for City action under Minn. Stat. 15.99, subd. 3(f). The initial 60-day time period would run out on March 25, 2019. The time period is extended until May 25, 2019.

### ***REQUEST***

The applicant is requesting a Variance from provisions of Chapter 154, Waseca Zoning Ordinance to allow a house footprint that will cause the maximum building coverage total to be exceeded.

### ***LOCATION***

The property is located at 314 2<sup>nd</sup> Ave SE and is described as:

**LOT TWELVE (12), EXCEPT THE WEST FOUR (4) FEET THEREOF, AND LOT THIRTEEN (13), ALL IN BLOCK FOUR (4) BARNEY'S ADDITION TO THE CITY OF WASECA.**

### ***LAND USE***

The property is occupied by one accessory structure consisting of a detached 728 square foot garage.

### ***ZONING***

The property is zoned R-2, Urban Residential. Single-family dwellings and detached accessory structures are both permitted uses in the R-2 district. Adjacent zoning is R-2, Urban Residential in all directions.

### ***ENVIRONMENTAL***

There are no known environmental issues related to the project. The property is not located in the Shoreland Overlay District.

### ***PUBLIC UTILITIES***

The property is fully served with municipal utilities. No new public utilities are proposed or required with the variance and project.

### ***CODE OF ORDINANCES***

Variance would be required for the following code:

1. Section 154.016 (F), Maximum building coverage

### ***REVIEW***

David Cone, owner of the property, located at 314 2<sup>nd</sup> Ave SE, is requesting a Variance to allow the footprint of the house in combination with the existing accessory structure to exceed the allowed maximum building coverage. The property is zoned R-2, Urban Residential. Single-family dwellings are permitted principal uses, and detached garages are permitted accessory uses in the R-2 district.

**Section 154.016 (F)** states that properties zoned R-2 with single family homes can have no more than 40% of the parcel occupied by buildings having vertical mass including dwellings, garages, storage buildings, gazebos and greenhouses but not including driveways, parking areas, decks, patios, unscreened courts, wind or solar energy equipment, play equipment or dog houses. The current garage is 728 square feet and the proposed principle structure (house) is 1,421 square feet, which will exceed the allowed maximum coverage by 149 square feet, bringing the building coverage to be approximately 43%.

To meet the maximum building coverage requirements, the house footprint would need to be reduced, which would not allow for a suitable single-family home size and layout. The lot is undersized at 5,000 square feet and the detached garage is existing at 728 square feet and therefore cannot be reduced. The Waseca City Code of Ordinances requires current minimum lot size to be 10,800 square feet for corner lots in the R-2 zoning district.

The project meets all other zoning requirements.

### ***FINDINGS***

The request meets the criteria needed for approval of a Variance.

1. The request is in harmony with the purposes and intent of this chapter;
2. The Variance is consistent with the Comprehensive Plan; and
3. The applicant can demonstrate that there are “practical difficulties” in complying with the regulations in question.

### ***RECOMMENDATION***

Staff supports the Variance to allow the construction of a house that when combined with the existing garage will exceed the maximum building coverage allowance on the property located at 314 2<sup>nd</sup> Ave SE under the following conditions:

1. The property shall conform to all State and local building and fire codes.
2. The driveway shall be surfaced with asphalt, concrete or approved pavers.
3. The apron/approach shall be concrete per City standards.
4. Construction shall begin within 180 days of Variance approval.

### ***REQUESTED ACTION***

Hold a public hearing on the Variance request and take action on a recommendation to be forwarded to the City Council for consideration at their April 16, 2019 meeting.

314 2<sup>nd</sup> Ave SE – Aerial View





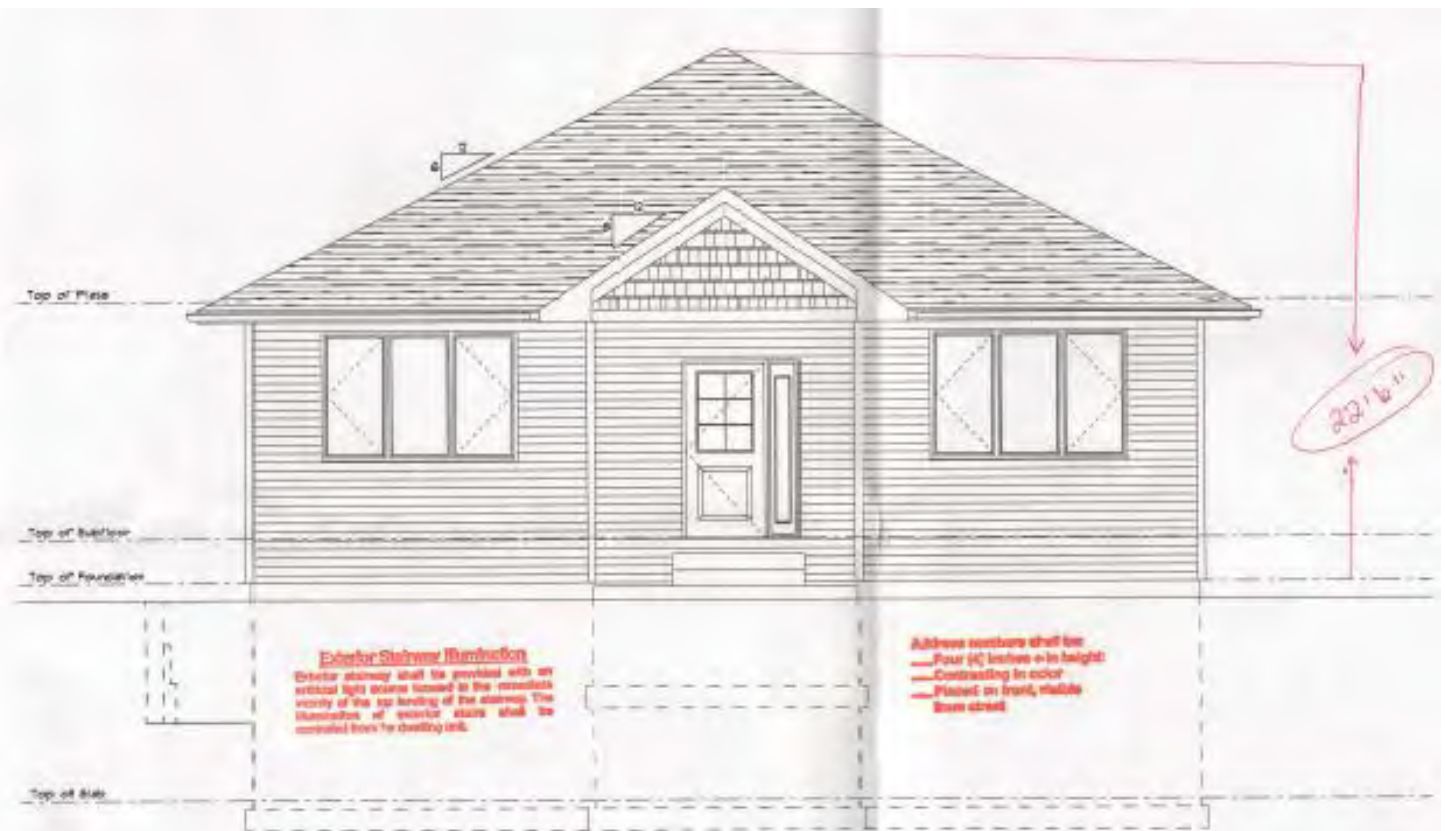
314 2<sup>nd</sup> Ave SE – existing garage, view from the east



View from the northeast, preexisting house



View from the northeast, current house demolition (in progress)

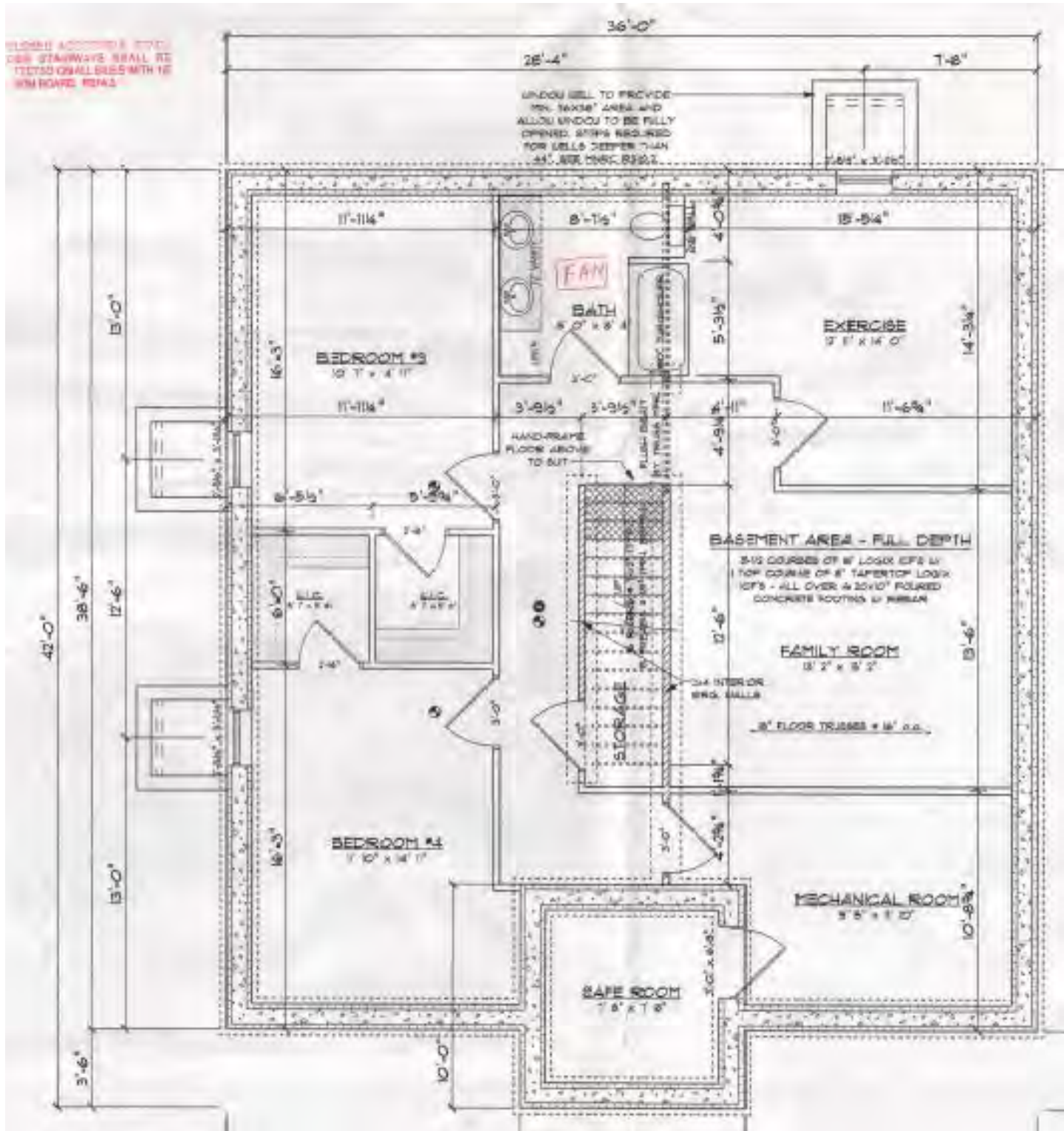


44" MAX SILL HEIGHT

**SAFETY 3** Cartridges (mandatory): A safety cartridge must be used for removal and placed on its side to the electrical elimination point.



STAIRS ACCORDING TO  
 ORN STAIRWAYS SHALL BE  
 TESTED ON ALL RISERS WITH 10  
 1/2" WIDE RISERS



NEIGHBORING  
HOUSE

PROPOSED WOLF  
1.421 sq. ft.

EXISTING GARAGE  
125 sq. ft.

Building with some 24" or there is properly laid (see notes)

Living every moment/ moment  
to be there

There are 1500 ml in 10%.

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$   
 $\frac{1}{4} \times \frac{1}{4} = \frac{1}{16}$   
 $\frac{1}{16} \times \frac{1}{16} = \frac{1}{256}$   
 $\frac{1}{256} \times \frac{1}{256} = \frac{1}{65536}$   
 $\frac{1}{65536} \times \frac{1}{65536} = \frac{1}{4294967296}$

<b>Title:</b>	Council Applications Discussion		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>7E</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Committee Candidate list
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	Administration
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Discuss the Council Vacancy Applications from eligible residents. Determine if additional process is desired. If Council chooses, they can appoint by making a motion of approval.		
<b>How does this item pertain to Vision 2030 goals?</b>	Good Governance		

**BACKGROUND:** At the April 2, 2019 the City Council declared a vacancy seat for Ward 1. City staff posted an application for residents to fill out and apply for the vacant seat. According to the City Charter the City Council can appoint an eligible resident to fill this seat through the next general election which will be held in 2020. At that time, this seat will be on the ballot for election to fill the remainder of the term through 2022.

Two residents have submitted applications to fill this vacant seat. They currently reside in the Ward 1 territory and are considered eligible.

Staffs have received two other applications, both living outside of the Ward 1 boundaries and are not considered eligible.

**BUDGET IMPACT:** None

**POLICY QUESTION:** None

**ALTERNATIVES CONSIDERED:** Continue accepting applications until Council feels comfortable with the application process.

**RECOMMENDATION:** Discuss the application received for vacant seat. Discuss if the Council wishes to conduct an interview or any other process. If the Council wishes, they can appoint to fill the vacant seat until the 2020 election. Council can also decide to continue accepting applications. Staff would recommend Council Discussion at this time.

<b>Title:</b>	County Solar Farm Moratorium Proposal		
<b>Meeting Date:</b>	April 16, 2019	<b>Agenda Item Number:</b>	<b>7F</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	n/a
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action: Motion to indicate support for study of issues pertaining to solar farms in Waseca County.</b>		
<b>How does this item pertain to Vision 2030 goals?</b>	Appropriate land use controls are essential to economic development initiatives as well as creating high quality community assets.		

**BACKGROUND:** Waseca County staff has informed the City that the County will be considering a moratorium on solar farm development in Waseca County to allow for the issue to be studied so that the County may determine if additional regulation of solar farms is appropriate. This means that no solar farms could be developed while the County was studying the issue. Specifically, the County wishes to consider whether or not solar facilities should have a minimum distance separation from residential properties that currently exist in the County. The County has also expressed a potential willingness to examine whether or not solar farms should be prohibited within a specific distance of any city limits in the county. Solar farms may be currently permitted in unincorporated areas but may not be compatible with the future growth plans of the various cities in Waseca County. The Planning Commission has considered this issue and recommended City support of a moratorium to allow for the study of solar farms in close proximity to city limits.

**BUDGET IMPACT:** None

**POLICY QUESTION:** Does the City support a study of issues pertaining to solar farm zoning regulation?

**ALTERNATIVES CONSIDERED:** Status quo with no study.

**RECOMMENDATION:** Approve a motion to support a moratorium to allow the County to study zoning laws governing the permitted proximity of a solar farm to city limits. The Council may choose to take a position on what the actual result of the study should be, but at this point staff is only recommending that the City support a period of study on this issue. Staff does see the potential for conflict between the development of solar farms in close proximity to Waseca and the development of residential subdivisions in Waseca.

# 19th ANNUAL WASECA LAKES & PARKS CLEANUP



## **VOLUNTEERS WANTED!**

**Saturday, April 27**

**9:00am to Noon**

- Meet at the Maplewood Park Shelter at 9:00am for coffee, juice, rolls, and your cleanup area assignment.
- Hotdogs will be served from 11:00am - Noon.
- Gloves & Garbage Bags Provided

