

**WORK SESSION: HOUSING – 6p.m**  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, DECEMBER 21, 2021 7 p.m.

**CLOSED SESSION PER M.S. 13.D.05 re: purchase or sale of real property**

**Closed Session per: Minnesota Statutes 13.D.03 is for the purpose of conducting the City Manager's performance evaluation provisions.**

- 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. 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. 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  
Cassandra Kohn – Introduction to Council  
Fire Relief Board  
Ralph Castro – Conagra Foods
- 6 CONSENT AGENDA
  - A. Minutes –Regular City Council Meeting December 7, 2021
  - B. Payroll & Expenditures
  - C. Airport Hangar Lease Agreement Renewal
  - D. Accepting Blain Nelson & McKenzie Hoy's EDA Resignation
  - E. Approving SCDP Partnership Agreement
  - F. Resolution 21-65: Updating Electric Utility Rates
  - G. RCCA: Accepting Park Bench Donation
- 7 ACTION AGENDA
  - A. Adopting the 2022 General Fund & Utility Budgets
    - **Resolution 21-61:** Adopting the 2022 Levy
    - **Resolution 21-62:** Adopting 2022 Annual City Budget
  - B. **Resolution 21-63:** Adopting 2022 EDA Levy
  - C. Resolution 21-64: Amending 2021 Budget
  - D. Resolution 21-59: Brown Ave Project
  - E. RCCA: Southwest MN Housing Partnership Grant Services
- 8 REPORTS
  - A. City Manager's Report
  - B. Commission Reports
    - EDA

9 ANNOUNCEMENTS

10 *A: Closed Session per M.S. 13.D.05 re: purchase or sale of real property*

**B: Closed Session per: Minnesota Statutes 13.D.03 is for the purpose of conducting the City Manager's performance evaluation provisions.**

11 ADJOURNMENT

<b>Title:</b>	Pension and Bylaws of the Waseca Firefighters Relief Association		
<b>Meeting Date:</b>	December 20, 2021	<b>Agenda Item Number:</b>	<b>5</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>	Relief Association Memo Bylaws SC-21 forms
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Good Government		

**BACKGROUND:** The Waseca Firefighters Relief Association has been working to update their bylaws and staff and the Association are prepared to present the bylaws for Council approval. The Association is also requesting an increase in their pension amount. The bylaws of the Association generally govern how it operates as well as how pensions are calculated. A draft copy of the bylaws are attached. There is still discussion ongoing with Section 3.9 and 3.17 of the bylaws and different language may be presented at the Council Meeting. There is no disagreement as to the intent of the language, merely discussion on how to most clearly communicate that intent.

**BUDGET IMPACT:** The City guarantees the pension to fire relief members, meaning that if the fire relief association either loses money or sees its obligations increase faster than its reserves the City is required to provide funding to make up any shortfall. Once a pension amount is approved, the City cannot decline to provide needed funding.

**ALTERNATIVES CONSIDERED:** The proposed pension increase is consistent with staff's previous position that a reserve ration of 130% should be maintained by the relief association. The bylaw discussion focused chiefly on clarifying language or adhering to statutory mandates.

**RECOMMENDATION:** If the Council desires to approve the new bylaws and pension amount, separate motions should be made for each change.

## OFFICE OF THE STATE AUDITOR

## Financial Projections

	2021	2022
Total Active Member Liabilities	1,015,031	1,096,001
Total Deferred Member Liabilities	717,249	738,277
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,732,280	B. 1,834,278
Normal Cost (Cell B minus Cell A)		C. 101,998

## Projection of Net Assets for Year Ending December 31, 2021

Special Fund Assets at December 31, 2020 (FIRE-20 Form ending assets)

1 2,458,509

11/19/2021

## Projected Income for 2021

Fire State Aid (2020 fire state aid of \$62,081 may be increased by up to 3.5%)

D. 64,254

Supplemental State Aid (actual 2020 supplemental state aid)

E. 13,704

Municipal / Independent Fire Dept. Contributions

F. 10,000

Interest / Dividends

G. 60,000

Appreciation / (Depreciation)

H. 46,700

Member Dues

I.

Other Revenues

J.

Total Projected Income for 2021 (Add Lines D through J)

2 194,658

## Projected Expenses for 2021

Service Pensions (fill in individual pension amounts below)

K. 0

Names:

\$ Amounts:



Other Benefits

L.

Administrative Expenses

M. 4,900

Total Projected Expenses for 2021 (Add Lines K through M)

3 4,900

Projected Net Assets at December 31, 2021 (Add Lines 1 and 2, subtract Line 3)

4 2,648,267

## Projection of Surplus or (Deficit) as of December 31, 2021

Projected Assets (Line 4)

5 2,648,267

2021 Accrued Liability (Page 4, cell A)

6 1,732,280

Surplus or (Deficit) (Line 5 minus Line 6)

7 915,987

Current  
 @ \$4,300 <sup>or</sup> / yr

→ 152% Funded

## OFFICE OF THE STATE AUDITOR

## Financial Projections

	2021	2022
Total Active Member Liabilities	1,439,929	1,554,797
Total Deferred Member Liabilities	717,249	738,277
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 2,157,178	B. 2,293,074
Normal Cost (Cell B minus Cell A)		C. 135,896

## Projection of Net Assets for Year Ending December 31, 2021

Special Fund Assets at December 31, 2020 (FIRE-20 Form ending assets)

1 2,458,509

11/19/2021

## Projected Income for 2021

Fire State Aid (2020 fire state aid of \$62,081 may be increased by up to 3.5%)

D. 64,254

Supplemental State Aid (actual 2020 supplemental state aid)

E. 13,704

Municipal / Independent Fire Dept. Contributions

F. 10,000

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Names:

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M. 4,900

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Projected Net Assets at December 31, 2021 (Add Lines 1 and 2, subtract Line 3)

4 2,648,267

## Projection of Surplus or (Deficit) as of December 31, 2021

Projected Assets (Line 4)

5 2,648,267

2021 Accrued Liability (Page 4, cell A)

6 2,157,178

Surplus or (Deficit) (Line 5 minus Line 6)

7 491,089

Max Allowed by OSA  
 @ \$6,100 = /yr

→ 122.7%  
 Funded

# **Waseca Firefighter Relief Association**

303 State St. S.  
Waseca, MN 56093

December 15, 2021

RE: Pension Increase Request

Dear Council Members:

The Waseca Firefighters Relief Association (WFFRA) respectfully requests an increase to our annual pension amount. In 2018 the WFFRA had requested an increase from \$4,000/yr of service to \$4,700/yr of service. At that time, the City Manager advised that he wanted to see our funding to be at least 130% when we planned to make future requests. His recommendation to the Council was an increase to \$4,300/yr of service, which was approved by the City Council, effective January 1, 2019.

The WFFRA has focused on getting our By-Laws updated and ready for approval, along with COVID challenges, we have not requested an increase for the past couple years. We are now requesting an increase to \$5,500/yr of service, to be approved at the December 21, 2021 City Council meeting. This increase will then be effective January 1, 2022.

Per the Office of the State Auditor (OSA), we are allowed to have a maximum benefit level of \$6,100/yr of service, per form SC-21. Based on our current fund balance, if we moved to the maximum allowed amount, we would be funded at 122.7%. Our plan is to continue being fiscally responsible to our member and to the citizens of Waseca, so our request to move to \$5,500/yr of service will keep us above the requested 130% funding, at a level of 131.4%.

We plan to have representation at the meeting to answer any questions you may have about the By-Law revisions or the Pension increase request.

Sincerely,

Brian Voss  
WFFRA President

cc: City Manager - [Lee Mattson](#)



# **Bylaws of the Waseca Firefighters Relief Association**

The bylaws of the Relief Association are hereby amended in their entirety and restated effective as of *(Date)*.

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## **ARTICLE I – Name**

### **Section 1.1 Name**

As provided by the Articles of Incorporation, the name of this organization shall be the Waseca Firefighters Relief Association.

### **Section 1.2 Type**

The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 424A.015; 424A.02; and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

## **ARTICLE II – Purpose**

As provided in the Articles of Incorporation, the purpose of the Association is to provide retirement relief and other benefits to the members and their dependents. For purposes of Minn. Stat. § 424A, the Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The Association may also raise funds from private sources to furnish fire and emergency equipment for the Fire Department, and for other purposes deemed necessary and appropriate by the Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by state law, through donations.

## **ARTICLE III – Definitions**

### **Section 3.1 Association**

The term “Association” means the Waseca Firefighters Relief Association.

### **Section 3.2 Fire Department**

The term “Fire Department” means the Waseca Fire Department.

### **Section 3.3 Firefighter**

The term “firefighter” refers to the Paid-on-Call firefighter of the Waseca Fire Department.

### **Section 3.4 Active Member**

The term “Active Member” means an active firefighter of the Fire Department who is meeting or exceeding all requirements of the Fire Department and is considered a member in good standing.

### **Section 3.5 Deferred Member**

The term “Deferred Member” means a member:

- (1) Who has retired as a firefighter of the Fire Department; and

- (2) Who has served as an active firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (3) Who has served as an active firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these bylaws.
- (4) Is paid interest at a rate of 5% per full year of deferred status. No interest will be paid to an individual for year first entered into deferred status along with the year an individual receives a benefit payout.
- (5) And who has not taken a distribution

### **Section 3.6 Retired Member**

The term “Retired Member” means a member:

- (1) Who has retired as a firefighter of the Fire Department; and
- (2) Who has served as an active firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (3) Who has served as an active firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these bylaws.
- (4) And who has taken a distribution.

### **Section 3.7 Inactive Member**

The term “Inactive member” means a member of the association that is currently not allowed to accrue time in the Association and not allowed to participate in Fire Department activities.

### **Section 3.8 Medical Benefit**

A medical retirement is based on information provided from the Fire Department that an individual is unable to perform Fire Department activities due to an injury or illness that has occurred. This injury or illness is deemed to be permanent in nature. The Fire Chief will inform the Association of this situation and the Association will calculate the benefit for the Associations’ member based on Active Time Service Credit and current benefit level.

### **Section 3.9 Year of Active Time Service Credit**

For purposes of computing benefits or service pensions payable, a year of active time service shall be defined as a period of twelve (12) full months of active time service in the Fire Department. A “month” is a completed calendar month of active service measured from the member’s date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will be prorated monthly for fractional years of service.

### **Section 3.10 Active Time Service Credit**

Based on [Minn. Stat. § 353G.07](#), the Fire Chief will certify annually by January 31 the active time service credit for the previous calendar year of each firefighter rendering active time service

credit with the Fire Department to the membership and the Relief Association.

The active time service credit certification must be expressed as the number of completed months of the previous year during which an active firefighter rendered at least the minimum level of duties as specified and required by the Fire Department under the rules, regulations, and policies applicable to the Fire Department. No more than one year of active time service credit may be certified for a calendar year.

### **Section 3.11 Break in Service**

The term “Break in Service” means a period of time when a member has temporarily ceased supervising and performing fire suppression and fire prevention duties. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time.

### **Section 3.12 Leave of Absence**

The term “Leave of Absence” means a leave of absence as determined by the rules and regulations of the Fire Department. When the leave of absence has been granted and the firefighter does not return to active service, the date the firefighter started the leave of absence shall be used as his/her date of retirement, if he/she is eligible for retirement. Members shall not be given credit for leave of absence. Any member returning from a leave of absence must remain in active service equal in time to the leave of absence up to a maximum of five (5) years in order to qualify for any benefit increases having occurred during the break time.

### **Section 3.13 Event Policy Disciplinary Action**

If a member does not meet the requirements of the Association’s Event Policy a disciplinary action will take the form of a deduction from the Active Time Service credit reported.

### **Section 3.14 Surviving Spouse**

The term “surviving spouse” means any person who was who was legally married to the deceased active member or retired former member at the time of the death.

### **Section 3.15 Surviving Child or Children**

Shall mean any natural or adopted child or children of the deceased member. It also includes any child(ren) conceived before the death of the member but born after the member’s death.

### **Section 3.16 Beneficiary**

Pursuant to [Minn. Stat. § 424A.05](#) the definition of a beneficiary under this plan that is entitled to receive a benefit following the death of an active, medically retired, deferred or early vested member means the following person, in the following succession:

- The surviving spouse, if no surviving spouse,
- The surviving child/children, if no surviving child/children,

- Any ancillary survivor's benefit shall be paid to the beneficiary identified in writing, on forms supplied by the Secretary, and if no beneficiary is identified,
- To the estate, as a funeral benefit

### **Section 3.17 Fiduciary Responsibility**

Is defined as the standard of care enumerated in [Minn. Stat. § 11A.09](#). In addition, the trustees must act in accordance with [Minn. Stat. § 356A](#). No trustee of the Association shall cause the association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions:

- (1) Sale or exchange or leasing of any real property between the Association and a board member;
- (2) Lending of money or other extension of credit between the Association and a board member or member of the Association;
- (3) Furnishing of goods, services, or facilities between the Association and a board member; or
- (4) Transfer to a board member, or use by or for the benefit of a board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law.

### **Section 3.18 Qualified Domestic Relations Order (QDRO)**

Any judgement, decree or order (including approval of a property settlement agreement) that complies with the provisions of [Minn. Stat. §§ 518.58](#) or [518.581](#).

### **Section 3.19 Bylaw Limitations**

In the event that one of a new or newly modified state statute is enacted and is in conflict with a bylaw listed in this document, the state statute will take precedence over that section of these bylaws.

### **Section 3.20 Fiscal Year**

The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year. Minn. Stat. § [424A.001, subd. 11](#).

### **Section 3.21 Books and Records**

The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed. [Minn. Stat. §§ 138.17; 317A.461](#).

## **ARTICLE IV – Membership**

#### **Section 4.1 Member Start Date**

All firefighters of the Fire Department are eligible to apply for membership in this Association. The firefighter's start date with the Fire Department will be considered the start date to the Association, providing an application for membership is completed on the form provided by the Association for the purpose of becoming eligible for benefits in the Association. If the application is not received by the Fire Department/Association within 30 days of the Fire Department hire date, then the date it's received will be used as the Association hire date.

#### **Section 4.2 Membership Application**

All applications shall be made in writing on an application included in the employment pack of material. Each application shall be referred to the Board of Trustees for approval. Upon approval of the member's application, such member shall accrue active time service credit for all time served while in probationary status.

#### **Section 4.3 Exclusions**

The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

#### **Section 4.4 Returning to Service**

Any firefighter who has a break in service must return to active service in the Fire Department for a period of time equal to the break in service, up to five (5) years, to qualify for any benefit increases established during the leave per the Association bylaws. When the member does not meet those requirements, they shall be paid at the established benefit rate for the last year they met the requirements of the Fire Department. . If a member has already drawn a pension, the member will need to complete (5) five years of service in order to vest in a second pension; the active service credit used to calculate the second pension starts upon the return to service

#### **4.5 Resumption Requirements Not Required**

Resumption service requirements in Section 4.4 herein do not apply to leaves of absence made available by federal statute, such as the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act, and do not apply to leaves of absence made available by state statute, such as the Parental Leave Act, the Leave for Organ Donation Act, the Leave for Civil Air Patrol Service Act, the Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service Act, or the Protection of Jurors' Employment Act. Minn. Stat. § 424A.01, subd. 6.



#### **Section 4.6 Uniformed Services**

A firefighter who is absent from firefighting service because of service in the uniformed services, as defined by 38 U.S.C. § 4303(13), may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Active Time Service Credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions. This is in accordance with [Minn. Stat. § 424A.021](#).

#### **Section 4.7 Resignation or Termination from Fire Department**

Resignation or termination from the Fire Department shall cause termination of the member from the Association. If the member has attained some level of vesting that information will be retained by the Association, until the member has reached an age (50) where they can apply for the benefit due them.

#### **Section 4.8 Termination of Membership**

Any member may be terminated from the Association for cause by a two-thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

### **ARTICLE V – Board of Trustees**

#### **Section 5.1 Powers and Duties of Board of Trustees**

The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan. [Minn. Stat. § 356A.04, subd. 1](#)).

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products. [Minn. Stat. § 356A.02, subd. 2](#).

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities. Minn. Stat. § 356A.13, subd. 2.

Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot. Minn. Stat. § 317A.201; 356A.02, subd. 2.

Current additional duties of Board of Trustees can be found in the Trustee position description.

### **Section 5.2 Board of Trustees**

The Board consists of nine (9) members (Trustees): six (6) Trustees elected by the membership of the Association and three ex-officio Trustees drawn from City of Waseca per [Minn. Stat. § 424A.04 subd 1](#). Of the three (3) ex-officio Trustees, one must be an elected official, the other can be an elected or appointed municipal official (ie: City Administrator), and both must be designated annually by the municipal governing board. The third ex-officio must be the Fire Chief.

### **Section 5.3 Officers of the Board**

The officers of the Association shall be President, Vice President, Secretary, and Treasurer and will be elected by the Board of Trustees. An ex-officio Trustee is not eligible to hold one of these offices per [Minn. Stat. § 424A.04](#).

### **Section 5.4 Duties of Ex-Officio Trustees**

In addition to the duties of all Trustees, current additional duties of the Ex-Officio Trustees and the Ex-Officio Chief Trustee may be found in the respective position descriptions.

### **Section 5.5 Vacancy**

In the case of death, resignation or termination from the Fire Department for any officer or trustee of the association, the Board of Trustees will hold an election at the next regularly scheduled meeting of the membership. That individual to complete the remaining term of office.

### **Section 5.6 Removal from Office of an Officer/Trustee**

A general trustee or officer may be removed from the Board for cause. Cause for removal will include, but will not be limited to, the breach of the duties as set forth in these Bylaws. One or more of the Trustees or officers may be removed at a Special Membership meeting which has been called for that purpose, and will be removed by 2/3 vote of the members present, provided a quorum is present. The general trustee or officer will be furnished with a statement

of the particular charges at least 10 days before the meeting being held. At the meeting, the general trustee or officer will be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement will be elected at the same meeting, and such replacement will serve out the unexpired term of the removed general trustee or officer.

### **Section 5.7 Board of Trustees Compensation**

The Board of Trustees will be compensated based on the stipend policy which uses the base amount located in Addendum C. This policy will be approved by the membership at the annual meeting. The Officers' salaries will be compensated from the Special Fund and the Trustees from the General Fund.

### **Section 5.8 Indemnification**

No member of the Board will assume any personal liability for any action taken by the Association, or Board of Trustees, or Executive Board as a voting body, whether or not then in office, and shall be indemnified by the Association against reasonable costs and expenses, including attorney fees, incurred by him/her in connection with any action, suit, or proceedings to which he/she may be a party by reason of his/her having been a trustee of the Association, except in relation to matters at which he/she shall finally be adjudged in such action, suit, or proceeding to have been derelict or negligent in the performance of his/her duties as a Board member. The foregoing right of indemnification shall not be exclusive of other rights to which he/she shall be entitled as a matter of law.

## **ARTICLE VI – Election**

### **Section 6.1 Trustee Term of Office**

The Trustees shall be elected to a three-year staggered term. There will be two trustees elected each year at the December business meeting of the Association.

### **Section 6.2 Voting on Trustees**

Each position on the Board of Trustees shall be voted on separately by the members in attendance at the annual meeting. No nominations of slates of candidates or cumulative voting shall be allowed. A simple majority is needed to elect. Voting by proxy will not be allowed. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If the determination of the voice vote is not obvious than a paper ballot with take place. If an individual is running unopposed the chairperson of the meeting can call for a White Ballot.

### **Section 6.3 Election of Officers**

Officers shall be elected at the first business meeting after the Annual Meeting. The officers will be elected by the Board of Trustees to a two (2) year term. No nominations of slates of candidates or cumulative voting shall be allowed. A simple majority is needed to elect.

## **ARTICLE VII – Duties of the Officers**

### **Section 7.1 Duties of the President**

The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President may sign checks issued by the Treasurer and all other papers requiring the President's signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

For a list of current, additional duties, see the President officer description.

### **Section 7.2 Duties of the Vice-President**

The Vice-President will fulfill any and all duties of the President in the President's absence, and will carry out any other duties, as assigned by the President.

For a list of current, additional duties, see the Vice-President officer description.

### **Section 7.3 Duties of the Treasurer**

The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term in office. Jointly with the Secretary, the Treasurer will prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor. The Treasurer will perform other duties as prescribed by the Board.

For a list of current, additional duties, see the Treasurer officer description

### **Section 7.4 Duties of the Secretary**

The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due. The Secretary will keep an account book in which to enter all money

transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board.

For a list of current, additional duties, see Secretary officer description.

## **ARTICLE VIII – Meeting Procedures**

### **Section 8.1 Annual Meetings**

An annual meeting of the membership of the Association will be held on the third Tuesday in January of each year. The meeting location will be the Public Safety Building in the City of Waseca.

In the event of a change a notice of the annual meeting of the Association's will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

### **Section 8.2 Special Membership Meetings**

Special meetings of the membership may be called at any time upon the written order of two officers and one trustee of the Board of Trustees, or five (5) members of the Association. The order shall be filed with the Secretary and it shall be his/her duty to give due notice of the special meeting specifying the object of said meeting, no business shall be transacted at any special meeting except the business for which the meeting was called.

Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least one day before the date of the meeting and not more than 10 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

### **Section 8.3 Board Meetings**

The Board of Trustees shall meet as required during the year to manage the business operations of the Association. These meetings shall be open to any member.

The regular meetings of the Board of Trustees shall be held on the last Wednesday of each month at 6:00 p.m.

Special Board Meetings may be called by the President or by any of the members of the Board by written request, filed with the Secretary, who shall give notice to all the members of the time

and place of the meeting, at least five (5) days prior to the meeting.

#### **Section 8.4 General Membership Meeting**

General Membership meeting may be held on an as needed basis on the last Wednesday of the first month of a new quarter. They are informational in nature although business can be transacted. A General Membership meeting will follow standard meeting procedure listed in Article VIII paragraph 8.5.

#### **Section 8.5 Meeting Procedure**

The order of business at all meetings (Annual, Board, General and Special) called by the Association shall be conducted according to Robert's Rules of Order and follow this structure:

1. Call to order
2. Secretary's Report
3. Treasurer's report
4. Unfinished business
5. Election of Trustees (Annual Meeting)
6. New business
7. Adjournment

#### **Section 8.6 Quorum for Meetings**

A majority of the Board of Trustees then in office or 9 members of the active members of the Association shall constitute a quorum for the transaction of business at their respective meetings. Any meeting that does not have a quorum will cause the meeting to be adjourned.

Attendance for all Board of Trustee meetings will include those individual(s) attending via an electronic conferencing tool, as long as the individual has given notification to one of the Board of Trustees Officers at least one (1) week prior to the meeting pending board approval. Those individual(s) attending electronically will be afforded all of the same privileges as trustees attending in person.

#### **Section 8.7 Member Voting Eligibility**

Only members that currently have a status of "Active" in the Fire Department and that are members of the Association shall have the right to vote at Association meetings. Members that are On Leave, Inactive or Retired will not be given the right to vote.

#### **Section 8.8 Open Meeting Requirements**

These meetings will be open to any member of the Association and to the public as described in [Minn. Stat. § 13D.01](#). Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings, a schedule of the Associations' Board regular meetings will be kept on file at the Board's primary office and posted in a public location. Any of the Association meetings may be closed if certain types of data are discussed as described in [Minn. Stat. § 13D.05 subd 2](#).



## **ARTICLE IX – Funds Management**

### **Section 9.1 Funds**

All money received by the Association shall be kept in one of two separate funds. Disbursements from the funds shall be in accordance with Minnesota Statutes and the bylaws of the Association. The Special Fund and a General Fund will be established and maintained by the Association.

### **Section 9.2 Fund Management**

The Board of Trustees shall maintain all Association funds in an approved savings institution or investment firm. All money belonging to the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may designate. The Board of Trustees shall make deposits in conformance with state statute and the investment policy.

### **Section 9.3 Investment Policy**

The Board will approve an investment policy annually, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by [Minn. Stat. §§ 424A.05 subd 4](#); [424A.095](#); [356A.06, subd. 6](#); and [356A.06, subd. 7](#) (if the Association qualifies to use the expanded list). The Board of Trustees will maintain a copy of the investment policy of the Association on file. The Board of Trustees will file a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.

### **Section 9.4 Bonding of Officers**

The President and Treasurer of the Association shall be bonded at 10% of net assets of the fund or up to \$500,000 per [Minn. Stat. § 424A.014 subd 4](#).

### **Section 9.5 Standard of Fiduciary Conduct**

Trustees owe a fiduciary duty to the members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

## **ARTICLE X – Special Fund**



## **Section 10.1 Special Fund**

All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by [Minn. Stat. § 424A.05](#).

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

## **ARTICLE XI – General Fund**

### **Section 11.1 General Fund**

The funds received by the Association from events and other miscellaneous sources shall be kept in the General Fund of the Association on the books of the Treasurer and may be disbursed, with approval of the Board of Trustees and/or the general disbursement policy, for any purpose reasonably related to the welfare of the Association or its members.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

## **ARTICLE XII – Benefits**

### **Section 12.1 Benefits**

All service pensions, deferred service pensions, and ancillary benefits payable by the Association are governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the member separates from active service with the Fire Department and active membership in the Association, except that if a member has a break in service at the end of the member's firefighting career and does not resume active service before separating, the member's service pension, deferred service pension, or ancillary benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service. (Minn. Stat. § 424A.015, subd. 6).

Any active member of the Association who meets the following qualifications shall be entitled to retirement benefits by the Association.

#### **(a) Benefit**

The Association manages a defined benefit plan that exclusively pays a lump sum pension benefit. Upon such qualifications being met, the Association shall pay a lump sum benefit according to the calculations of the 1971 Volunteer Firefighter's Relief Association Guidelines Act, as amended. Any active member who has reached fifty (50) years of age,

and who has at least twenty (20) years of active service credit in the Association, and who has made application therefore, the following shall be paid: An amount equal to the total active time service credit will be determined by the number of years of active time service credit multiplied by the base sum amount contained in Addendum B, which is incorporated by reference herein.

(b) Early Vested Benefit

If an active member shall have served for more than ten (10) years, but less than twenty (20) years in the Fire Department, they may retire from the Fire Department and be placed on the deferred status (early vested) pension roll. When a member reaches the age of fifty (50) years and provided that at the time they have active service credit in the Association of at least ten (10) years, they shall, upon application therefore, in accordance with the formula in Addendum A.

(c) Medical Benefit

If an active member becomes unable to perform the duties of the Fire Department and the Fire Department certifies the medical information, then the member is eligible to receive a Medical benefit. The benefit will be based on Active Service Credit that the member has accrued multiplied by the current benefit level listed in Addendum B.

## **Section 12.2 Supplemental Benefit**

A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten (10) percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral or \$1,000 whichever amount is smaller, in accordance with [Minn. Stat. § 424A.10 subd. 104](#).

## **Section 12.3 Survivor Benefits**

Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For active members, a survivor benefit is equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, but in no case less than five times the annual benefit level in effect on the date of the death, will be paid if, upon death, the member had not yet separated from active service. The latest benefit level found in Addendum B is used in this calculation. Distribution of the benefit will follow section 3.17.

#### **Section 12.4 Survivor Benefits – Deferred Member**

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member. Distribution of the benefit will follow section 3.17.

#### **Section 12.5 Supplemental Survivor Benefit**

A supplemental survivor benefit will be paid out of the Special Fund when a lump sum survivor benefit is paid to the surviving spouse or, if none, to the surviving child or children of a deceased active or deferred member. The amount of the supplemental survivor benefit to be paid is 20 percent of the survivor benefit or \$2,000 whichever amount is smaller, in accordance with [Minn. Stat. § 424A.10 subd. 104](#).

#### **Section 12.6 Requesting Benefits**

Once a member has met the eligibility requirements they are entitled to apply for benefits from the Association. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing and will be filed with the Secretary not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

#### **Section 12.7 Approval of Request for Benefits**

It shall be the duty of the Board of Trustees to approve applications for service pensions or supplemental benefits, if the applicant meets all of the eligibility requirements set forth in these bylaws. It shall also be the duty of the Board of Trustees not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within 30 days, noting thereon, in detail, which

requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, pursuant to the Procedure for Review as provided by Article XIV of these bylaws. If the application is approved, the service pension shall be paid in the manner requested by the applicant pursuant to Article XIII of these bylaws.

### **Section 12.8 Limitation**

Following the receipt of a lump sum survivor's benefit neither a member's spouse nor estate is entitled to any other or further financial relief or benefits from the Association.

### **Section 12.9 Unclaimed Benefits<sup>1</sup>**

In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

## **ARTICLE XIII – Timing and Modes of Distribution**

### **Section 13.1 Timing and Modes of Distribution**

Because of the varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, insurance and/or estate planner, or an attorney. Alternate payment methods on the application form shall include.

- 1) A direct transfer on an institution-by-institution basis of the retiring member's lump sum payment to the member's individual retirement account (IRA).
- 2) A single lump sum payment payable to the retiring member (subject to current income tax withholding requirements).

### **Section 13.2 Rollover Distribution**

Upon written request from the retiring member who has given proper notice of retirement, the Secretary or Treasurer shall bring the request to the next Board meeting for review. Upon board approval the Treasurer shall directly transfer the service pension amount into an Individual Retirement Account under Section 408(a) of the Internal Revenue Code, as amended.

## **ARTICLE XIV – Procedure for Review**

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<sup>1</sup> If an Association's bylaws do not address the disposition of unclaimed benefits, unclaimed benefits must be handled as set forth in [Minn. Stat. § 356.65](#).

### **Section 14.1 Application for Benefit Denied**

In the event that the Board of Trustees denies an application for service or ancillary pension, the member shall be entitled to the right of appeal for the determination.

### **Section 14.2 Members Appeal Process and Timing**

The Fire Chief shall notify each firefighter rendering active service with the Fire Department of the amount of active time service credit rendered by the firefighter for the previous calendar year. The active time service credit notification and a description of the process and deadlines for the firefighter to challenge the Fire Chief's determination of active time service credit must be provided to the firefighter 60 days prior to its certification to the Association and municipality. If the service credit amount is challenged, the Fire Chief shall accept and consider any additional pertinent information and shall make a final determination of active time service credit. This process is based on [Minn. Stat. § 424.003 \(c\)](#).

## **ARTICLE XV – Limits on Benefits**

### **Section 15.1 Qualified Domestic Relations Order**

An approved domestic relations order shall be accepted by the Board of Trustees if in compliance with state and federal law. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan or under state law.

### **Section 15.2 Garnishment, Judgment or Legal Process**

No service pension or ancillary benefits paid or payable from the special fund of the Association to any person receiving or entitled to receive a service pension or ancillary benefits shall be subject to garnishment, judgment, execution, or other legal process, except as provided in [Minn. Stat. §§ 518.58](#) or [518.581](#).

### **Section 15.3 Assignments**

No person entitled to a service pension or ancillary benefits from the special fund of the Association may assign any service pension or ancillary benefit payments, nor shall the Association have the authority to recognize any assignment or pay over any sum which has been assigned.

### **Section 15.4 Benefit Amount Limitation**

No provision, which places limits on benefits, as contained within Section 415 of the Internal Revenue Code shall be exceeded. Plan Participants cannot receive an annual benefit greater than the amount specified in Section 415 of the code as may subsequently be amended.

## **ARTICLE XVI – Amendments**

**Section 16.1 Amendments**

The bylaws of the Association may be amended at any regular or special meeting by a 2/3 vote of the quorum of the eligible voting members present; provided the proposed amendment(s) was made available for membership review by one or more of the following methods: posting, reading at a meeting, mailed to the membership. The availability for membership review must be at least 10 days prior to the voting and not longer than 30 days. If the proposed amendment(s) change the amount of benefits or pensions, approval of the City of Waseca must be obtained.

Draft

**Bylaws Approved by the Waseca Firefighters Relief Association**

**Membership on** \_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
President of the Waseca Firefighters Relief Association      Date

\_\_\_\_\_  
Secretary of the Waseca Firefighters Relief Association      Date

**Ratification by the City Council**

**on** \_\_\_\_\_

\_\_\_\_\_  
Mayor of Waseca      Date

**ATTEST:**

\_\_\_\_\_  
City Manager of Waseca      Date



**Addendum A – Benefit Calculation formula**

Table A – Completed years of active time service credit with no forfeitable portion of annual or prorate service:

Vested Years	Formula
10 years	60% of (benefit <sup>2</sup> X <sup>3</sup> 10 yrs.)
11 years	64% of (benefit <sup>2</sup> X <sup>3</sup> 11 yrs.)
12 years	68% of (benefit <sup>2</sup> X <sup>3</sup> 12 yrs.)
13 years	72% of (benefit <sup>2</sup> X <sup>3</sup> 13 yrs.)
14 years	76% of (benefit <sup>2</sup> X <sup>3</sup> 14 yrs.)
15 years	80% of (benefit <sup>2</sup> X <sup>3</sup> 15 yrs.)
16 years	84% of (benefit <sup>2</sup> X <sup>3</sup> 16 yrs.)
17 years	88% of (benefit <sup>2</sup> X <sup>3</sup> 17 yrs.)
18 years	92% of (benefit <sup>2</sup> X <sup>3</sup> 18 yrs.)
19 years	96% of (benefit <sup>2</sup> X <sup>3</sup> 19 yrs.)
20 years & over	benefit <sup>2</sup> X <sup>3</sup> # of yrs.

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<sup>2</sup> Benefit level is based on last year of active time service credit and is defined in Addendum B

<sup>3</sup> The “X” in the above formulas indicates that a multiplication will be performed.

**Addendum B – Benefit level and year the increase went into effect**

Table B – Contains a list of Benefit levels ratified by the Municipality

<b>Benefit Level Effective Date</b>	<b>Benefit amount per year of Service</b>	<b>Deferred Interest</b>	<b>Ratification date by Municipality</b>
\$4300	December 2018	12/4/2018	1 January 2019

**Addendum C – Board of Trustees Compensation**

Table C - Base amount for Board of Trustees

<b>Date Approved</b>	<b>President</b>	<b>Vice President</b>	<b>Treasurer</b>	<b>Secretary</b>	<b>Trustee</b>	<b>Ex- Officio</b>

*Bylaws of the Waseca Firefighter Relief Association*

**Addendum D - Revision Log**

Table D – Bylaw Revision table

<b>Date Approved</b>	<b>Comments on Change</b>	<b>Revision Number</b>
	Bylaws restated in their entirety and approved by membership	001
	Amendments made in cooperation with the City, no changes to benefit levels.	002

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, DECEMBER 7, 2021

6A

**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. The meeting was held virtually, due to COVID-19.

Councilmembers Present: Mayor Roy Srp Ted Conrath  
Daren Arndt John Mansfield  
Jeremy Conrath Mark Christiansen  
Allan Rose

Staff Present: Lee Mattson, City Manager  
Mike Anderson, Assistant to the City Manager  
Alicia Fischer, Finance Director  
Nate Willey, City Engineer

Others Present: Robert Tackett, Resident  
Edita Mansfield, Resident  
Helen Valencia, Resident  
Jackie Dickie, Resident  
Jerry Schoenfeld, Resident  
Jim Peterson, Resident  
Amanda Ryan, Resident  
Jacob Dougherty, Resident  
Donna Hubschman, Resident  
Jason Folie, County Resident

**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 Councilman Rose added Airport Board to the Report portion of the meeting. It was moved by Arndt, seconded by J. Conrath to approve the agenda as amended. Motion carried 7-0.

**Truth in Taxation Meeting**

- 4 The City Manager presented information to the Council and the Public regarding the 2022 budget process, the work sessions with Council, the comparison to other comparable Cities, and the recommended 2.5% levy increase for 2022. The final levy will be up for approval at the December 21, 2021 meeting.

The hearing opened at 7:28 p.m.

Residents Tackett, Mansfield, Valencia, Dickie, and Schoenfeld approached the Council with comments and concerns. The Council answered questions and took no further action.

The hearing closed at 8:40 p.m.

#### **PUBLIC COMMENT**

5A None

#### **REQUESTS AND PRESENTATIONS**

5B None

#### **CONSENT AGENDA**

6 It was moved by Christiansen, seconded by Mansfield to approve the Consent Agenda as presented. Motion carried 7-0.

- A. Minutes –Regular Meeting & Work Session November 16
- B. Payroll & Expenditures
- C. Resolution 21-60: Approving Residential Tax Abatement (J. Conrath abstained)
- D. RCCA: Approving Joint Powers Agreement for South Central Drug Investigative Unit
- E. RCCA: Approving 2022 Council Meeting dates
- F. RCCA: Designating 2022 Official City Newspaper
- G. Resolution 21-61: Designating 2022 Polling Locations

#### **ACTION AGENDA**

7 A. **RCCA: Final Payment – 2021 Sewer Lining & Rehab**

City Manager informed Council that the project has been completed and recommended issuing the final payment to the contractor.

A motion was made by J. Conrath, seconded by Rose to approve the payment request. Motion carried 7-0.

B. **RCCA: Public Hearing: Resolution 21-58 – 8<sup>th</sup> St SE Project**

The City Manager and City Engineer gave information on the plan and specs of the 8<sup>th</sup> street project. Majority reconstruct on the north side of the train tracks to Elm Ave and mill & overlay for the south side of the tracks to HWY 13.

Public Hearing opened at 9:03 p.m.

Peterson, Ryan, Dougherty, Hubschman, and County resident Folie approached the Council with questions and concerns regarding the project.

Public Hearing closed at 9:33 p.m.

A motion was made by Christiansen, seconded by J. Conrath to approve Resolution 21-58. Motion carried 6-0 (Mansfield Abstained).

## **REPORTS**

### 8 A. City Manager's Report

- Shop with a Hero will be held on December 11 at Walmart. Twelve or Thirteen families will be participating with area law enforcement and fire departments represented at the event.
- No electric outages in October or November.
- MRC grant application ongoing. Also, in discussions on how the local share will be met. It is possible that most of Waseca's share may be met by in kind personnel time spent assisting with the Center. Also looking at how to transition the MRC away from City ownership (and away from the City having to provide a guarantee for the grant money if the facility ceases operation.)

### B. Commission Reports

#### HPC

- Approved 2022 Priorities
- Discussed the School partnering with the Virtual Walking Tour

#### Fire Relief

- Purchased an industrial fridge for onion ring stand
- Donated money to Shop with a Hero

#### Park board

- Clear Lake Improvement discussions
- Tink Larson Community Field will be installing lockers
- 2022 Trail project discussion
- Fury Friends group taking donations for the Dog Park

#### Airport Board

- Adding \$5 to the 2022 Hangar leases
- Put in a request for rodent control
- Building a new Hangar in 2022

## **ANNOUNCEMENTS**

- 9 Christiansen – Boy Scout wreaths are sold out and the Arts Council is looking for members.  
J. Conrath – Liked the discussion amongst Council.  
Srp – Thankful for Waseca and all it has to offer.

## **ADJOURNMENT**

- 10 There being no further business to be brought before the Council, it was moved by Arndt, seconded by J. Conrath, to adjourn the meeting at 10:10 p.m.; Motion carried 7-0.



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R. D. SRP  
MAYOR

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

*Micah Fischer*

6B

LIST OF EXPENDITURES

December 7, 2021

*Lee A. Miller*

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City Council	4,250.00
Streets	28,900.40
Parks	11,709.37
Wastewater	6,110.93
Utility Administration	4,850.92
Utility Billing	7,691.70
Electric	14,670.24
Water	7,894.11
Building and Code Compliance	2,881.88
Police	60,937.87
Administration	8,126.85
Community Aides	688.00
Fire	9,392.74
Paid On Call Fire Department	867.90
PEG	294.28
Election Judges	0.00
Finance	8,712.59
Connections	2,651.62
Community Development	5,629.43
Engineering	16,499.22
Recreation	2,247.66
Econ Development	<u>6,554.31</u>
 Total Gross Payroll	 211,562.02
 *Less- Payroll Deductions	 <u>(68,627.85)</u>

Net Payroll Cost \$ 142,934.17

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:  
December 3, 2021-December 16, 2021  
Includes check #'s 157495-157528  
Bank ACH Withdrawals..... 693,631.12

GRAND TOTAL EXPENDITURES \$ 836,565.29

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
12/14/2021	122126	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 12/12/202	101-21701-0000	19,993.13	M
12/14/2021	122126	ACH Internal Revenue Service	adj for overpmt on Brass	101-21701-0000	602.39-	M
12/14/2021	122126	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/28/2021	101-21701-0000	311.83	M
12/14/2021	122126	ACH Internal Revenue Service	Brass adj for overpmt	101-21701-0000	311.83-	M
Total 101217010000:					19,390.74	
12/14/2021	122121	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/28/2021	101-21702-0000	163.70	M
12/14/2021	122121	MN Department of Revenue	adj for overpmt on Brass	101-21702-0000	265.60-	M
12/14/2021	122121	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 12/12/2021	101-21702-0000	9,237.54	M
12/14/2021	122121	MN Department of Revenue	Brass adj for overpmt	101-21702-0000	163.70-	M
Total 101217020000:					8,971.94	
12/14/2021	122126	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/12/2021	101-21703-0000	8,280.75	M
12/14/2021	122126	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/12/2021	101-21703-0000	8,613.52	M
Total 101217030000:					16,894.27	
12/14/2021	122123	Public Employees Retirement Assn (ACH	adj	101-21704-0000	.01	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/12/2021	101-21704-0000	1,359.46	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/12/20	101-21704-0000	8,836.48	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/12/2021	101-21704-0000	7,529.43	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 12/12/2021	101-21704-0000	58.70	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/12/20	101-21704-0000	8,836.48	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/12/2021	101-21704-0000	11,294.16	M
12/14/2021	122123	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 12/12/2021	101-21704-0000	58.70	M
Total 101217040000:					37,973.42	
12/14/2021	157495	MN Life	LIFE INSURANCE MN Pay Period 11/28/2021	101-21710-0000	709.95	
12/14/2021	157495	MN Life	LIFE INSURANCE MN Pay Period 11/28/2021	101-21710-0000	1,155.00	
12/14/2021	157495	MN Life	Arik Dec Cobra	101-21710-0000	26.80	
12/14/2021	157495	MN Life	Kohn adj	101-21710-0000	26.05-	
12/14/2021	157495	MN Life	Dulas adj	101-21710-0000	40.55-	
12/14/2021	157495	MN Life	Adj after fix to bill - Kohn	101-21710-0000	24.75	
Total 101217100000:					1,849.90	
12/14/2021	157496	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 12/12/2021	101-21711-0000	192.00	
Total 101217110000:					192.00	
12/14/2021	122126	ACH Internal Revenue Service	MEDICARE Pay Period: 11/28/2021	101-21712-0000	53.35	M
12/14/2021	122126	ACH Internal Revenue Service	adj for overpmt on Brass	101-21712-0000	150.16-	M
12/14/2021	122126	ACH Internal Revenue Service	MEDICARE Pay Period: 11/28/2021	101-21712-0000	53.35	M
12/14/2021	122126	ACH Internal Revenue Service	MEDICARE Pay Period: 12/12/2021	101-21712-0000	2,812.99	M
12/14/2021	122126	ACH Internal Revenue Service	MEDICARE Pay Period: 12/12/2021	101-21712-0000	2,890.81	M
12/14/2021	122126	ACH Internal Revenue Service	Brass adj for overpmt	101-21712-0000	53.35-	M
12/14/2021	122126	ACH Internal Revenue Service	Brass adj for overpmt	101-21712-0000	53.35-	M
Total 101217120000:					5,553.64	
12/14/2021	122127	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 12/12/2021	101-21713-0000	1,200.00	M
12/14/2021	122127	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 12/12/2021	101-21713-0000	694.00	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217130000:					1,894.00	
12/14/2021	122125	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 12/12/2021	101-21714-0000	150.00	M
12/14/2021	122125	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 12/12/2021	101-21714-0000	495.00	M
Total 101217140000:					645.00	
12/14/2021	122122	AFLAC	AFLAC AFTER TAX Pay Period 11/28/2021	101-21715-0000	286.33	M
12/14/2021	122122	AFLAC	AFLAC PRE TAX Pay Period 11/28/2021	101-21715-0000	726.52	M
12/14/2021	122122	AFLAC	AFLAC AFTER TAX Pay Period: 12/12/2021	101-21715-0000	286.33	M
12/14/2021	122122	AFLAC	AFLAC PRE TAX Pay Period: 12/12/2021	101-21715-0000	726.52	M
Total 101217150000:					2,025.70	
12/16/2021	122118	Further	Flex Reimbursements	101-21716-0000	616.37	M
12/16/2021	122119	Further	Flex Reimbursement	101-21716-0000	20.00	M
12/14/2021	122128	Further	HSA Contribution Pay Period: 12/12/2021	101-21716-0000	470.18	M
Total 101217160000:					1,106.55	
12/14/2021	122124	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 12/12/2021	101-21717-0000	951.53	M
Total 101217170000:					951.53	
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Single Pay Period 11/28/2021	101-21720-0000	13,866.80	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Single Pay Period: 12/12/2021	101-21720-0000	13,866.80	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period 11/28/2021	101-21720-0000	859.08	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period 11/28/2021	101-21720-0000	3,436.32	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 12/12/2021	101-21720-0000	859.08	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Family Pay Period 11/28/2021	101-21720-0000	3,613.23	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 12/12/2021	101-21720-0000	3,436.32	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Family Pay Period: 12/12/2021	101-21720-0000	3,613.23	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Family Pay Period 11/28/2021	101-21720-0000	14,453.11	M
12/14/2021	122129	MN Public Employees Insurance Progra	PEIP Family Pay Period: 12/12/2021	101-21720-0000	14,453.11	M
12/14/2021	122129	MN Public Employees Insurance Progra	Arik Dec Cobra	101-21720-0000	693.34	M
12/14/2021	122129	MN Public Employees Insurance Progra	Rugger Dec Cobra	101-21720-0000	693.34	M
12/14/2021	122129	MN Public Employees Insurance Progra	Timlin Dec Cobra	101-21720-0000	1,431.80	M
12/14/2021	122129	MN Public Employees Insurance Progra	Dulas adj	101-21720-0000	1,901.72-	M
12/14/2021	122129	MN Public Employees Insurance Progra	Kramer Adj	101-21720-0000	693.34	M
12/14/2021	122129	MN Public Employees Insurance Progra	Kohn Adj	101-21720-0000	693.34-	M
Total 101217200000:					73,373.84	
12/16/2021	20210883	Christiansen, Mark	2021 Technology Reimbursement	101-41110-3200	126.85	
Total 101411103200:					126.85	
12/16/2021	157521	SMART Transit	City Contribution	101-41110-4730	20,400.00	
Total 101411104730:					20,400.00	
12/16/2021	20210893	Innovative Office Supply	Chair Mat-Anderson, new admin	101-41320-2000	76.20	
Total 101413202000:					76.20	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/16/2021	20210911	U.S. Bank - CC	Coffee for open enrollment meeting	101-41320-2170	16.00
Total 101413202170:					16.00
12/16/2021	157511	Martin-McAllister	Pre-employment evaluation	101-41320-3000	1,100.00
Total 101413203000:					1,100.00
12/16/2021	20210880	APG Media of So MN LLC	Public hearing to add new parcel numbers to Resolution	101-41320-3400	32.50
Total 101413203400:					32.50
12/16/2021	20210911	U.S. Bank - CC	Supplies for wellness activity	101-41500-2200	33.29
12/16/2021	20210911	U.S. Bank - CC	Supplies for wellness activity	101-41500-2200	4.92
Total 101415002200:					38.21
12/16/2021	20210887	Flaherty & Hood PA	November Legal Fees	101-41600-3000	3,235.00
12/16/2021	20210887	Flaherty & Hood PA	November Labor & Employment Consultation Services	101-41600-3000	202.50
12/16/2021	20210896	Kennedy & Kennedy Law Office	November Legal Fees	101-41600-3000	1,356.00
Total 101416003000:					4,793.50
12/16/2021	20210911	U.S. Bank - CC	DVD burners for squad room computers	101-41920-2050	68.97
Total 101419202050:					68.97
12/16/2021	20210893	Innovative Office Supply	Office Supplies	101-41940-2000	52.99
12/16/2021	20210893	Innovative Office Supply	Rubberbands	101-41940-2000	4.33
12/16/2021	20210893	Innovative Office Supply	Office Supplies	101-41940-2000	7.72
Total 101419402000:					65.04
12/16/2021	20210893	Innovative Office Supply	Breakroom supplies	101-41940-2170	89.83
Total 101419402170:					89.83
12/16/2021	157498	Amazon	Allen Door Keys for Council Chambers	101-41940-2230	11.58
Total 101419402230:					11.58
12/16/2021	157503	Cintas Corporation	Floor mat service	101-41940-3100	45.60
12/16/2021	20210885	Culligan	RO Lease	101-41940-3100	28.95
12/16/2021	157517	Orkin Pest Control	City Hall Pest Control	101-41940-3100	95.00
12/16/2021	20210907	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	735.00
12/16/2021	20210917	Waste Management of Southern MN	November Service	101-41940-3100	194.92
Total 101419403100:					1,099.47
12/16/2021	122120	City of Waseca	November Utilities	101-41940-3800	1,704.13 M
Total 101419403800:					1,704.13
12/16/2021	157523	Streamline Communications LLC	City Hall Door Access Control	101-41940-4000	750.00
12/16/2021	20210915	Waseca Glass LLC	City Hall Access Doors	101-41940-4000	2,189.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419404000:					2,939.00
12/16/2021	20210918	WSB & Associates Inc	Planning Services	101-41950-3000	25.75
Total 101419503000:					25.75
12/16/2021	20210880	APG Media of So MN LLC	Public Hearing- nuisance 501 3rd St NE	101-41950-3400	58.50
Total 101419503400:					58.50
12/16/2021	20210893	Innovative Office Supply	Office Supplies - Police	101-42100-2000	38.66
12/16/2021	20210893	Innovative Office Supply	Office Supplies - Police	101-42100-2000	55.15
Total 101421002000:					93.81
12/16/2021	157526	Waseca County Highway Department	Monthly billing	101-42100-2120	2,874.69
Total 101421002120:					2,874.69
12/16/2021	157519	Red Feather Paper Company	Janitorial Supplies	101-42100-2170	139.96
12/16/2021	20210911	U.S. Bank - CC	Postage to mail evidence to BCA	101-42100-2170	8.36
12/16/2021	20210911	U.S. Bank - CC	Shipping for blood kit	101-42100-2170	11.90
Total 101421002170:					160.22
12/16/2021	20210898	Luiken, Greta	Uniform Allowance	101-42100-2180	110.00
12/16/2021	20210900	Markeson, Kris	Uniform Allowance	101-42100-2180	739.51
12/16/2021	20210908	Streicher's	uniform - Kaplan	101-42100-2180	248.97
12/16/2021	20210908	Streicher's	Uniform expense -Schroeder	101-42100-2180	63.98
12/16/2021	20210908	Streicher's	Uniform - Schroeder	101-42100-2180	79.99
12/16/2021	20210911	U.S. Bank - CC	Stream light flashlight for gun mount	101-42100-2180	105.94
Total 101421002180:					1,348.39
12/16/2021	20210911	U.S. Bank - CC	Latex Gloves	101-42100-2190	35.98
12/16/2021	20210911	U.S. Bank - CC	Taser training cartridges for yearly recert.	101-42100-2190	308.95
Total 101421002190:					344.93
12/16/2021	20210897	L & L Street Rod & Sports Truck LLC	New camera install	101-42100-2210	97.50
Total 101421002210:					97.50
12/16/2021	157501	Bock's Service Inc.	Tow expense -PD	101-42100-3100	75.00
12/16/2021	157503	Cintas Corporation	Floor mats	101-42100-3100	8.87
12/16/2021	157503	Cintas Corporation	Floor mats	101-42100-3100	8.88
12/16/2021	20210885	Culligan	RO Lease	101-42100-3100	29.95
12/16/2021	20210907	Stoltz Cleaning Services LLC	Public Safety restroom cleaning	101-42100-3100	157.50
12/16/2021	20210917	Waste Management of Southern MN	November Service	101-42100-3100	88.73
Total 101421003100:					368.93
12/16/2021	122130	Verizon Wireless	Monthly Billing	101-42100-3200	938.83 M
12/16/2021	122130	Verizon Wireless	Monthly Billing	101-42100-3200	41.25 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003200:					980.08
12/16/2021	20210911	U.S. Bank - CC	Meal while at swat training	101-42100-3300	15.50
12/16/2021	20210911	U.S. Bank - CC	Lodging for MN Chief of Police Assoc. conference and a	101-42100-3300	368.28
12/16/2021	20210911	U.S. Bank - CC	Lodging for MN Chief of Police Assoc. conference and a	101-42100-3300	368.28
12/16/2021	20210911	U.S. Bank - CC	Lodging for MN Chief of Police Assoc. conference and a	101-42100-3300	122.76
12/16/2021	20210911	U.S. Bank - CC	Lodging for MN Chief of Police Assoc. conference and a	101-42100-3300	122.76
12/16/2021	20210911	U.S. Bank - CC	Lodging for MN Chief of Police Assoc. conference and a	101-42100-3300	122.76
12/16/2021	20210911	U.S. Bank - CC	Meal while at Chiefs conference	101-42100-3300	12.09
Total 101421003300:					1,132.43
12/16/2021	122120	City of Waseca	November Utilities	101-42100-3800	709.64 M
Total 101421003800:					709.64
12/16/2021	20210911	U.S. Bank - CC	Candy for treats on the streets	101-42100-4640	59.98
Total 101421004640:					59.98
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-42100-4940	271.50
Total 101421004940:					271.50
12/16/2021	20210881	Canine Central	4th Quarter impounds	101-42150-3100	3,300.00
Total 101421503100:					3,300.00
12/16/2021	157526	Waseca County Highway Department	Monthly billing	101-42200-2120	248.92
Total 101422002120:					248.92
12/16/2021	157508	Fire Safety USA Inc.	Hose	101-42200-2170	1,730.00
Total 101422002170:					1,730.00
12/16/2021	157507	Court Sports and More	Uniforms	101-42200-2180	732.00
12/16/2021	20210911	U.S. Bank - CC	Safety Glasses	101-42200-2180	16.07
12/16/2021	20210911	U.S. Bank - CC	Boot order cancelled and refunded	101-42200-2180	153.23-
Total 101422002180:					594.84
12/16/2021	20210911	U.S. Bank - CC	Batteries	101-42200-2210	32.20
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	101-42200-2210	15.46
Total 101422002210:					47.66
12/16/2021	157503	Cintas Corporation	Floor mats	101-42200-3100	8.88
12/16/2021	157503	Cintas Corporation	Floor mats	101-42200-3100	8.87
12/16/2021	157514	Med Compass	Medical & FIT Testing	101-42200-3100	3,980.00
12/16/2021	20210907	Stoltz Cleaning Services LLC	Public Safety restroom cleaning	101-42200-3100	157.50
12/16/2021	20210917	Waste Management of Southern MN	November Service	101-42200-3100	88.74
Total 101422003100:					4,243.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/16/2021	122130	Verizon Wireless	Monthly Billing	101-42200-3200	46.25	M
Total 101422003200:					46.25	
12/16/2021	157502	Centerpoint Energy	November Service	101-42200-3800	110.96	
12/16/2021	122120	City of Waseca	November Utilities	101-42200-3800	709.63	M
12/16/2021	122120	City of Waseca	November Utilities	101-42200-3800	44.59	M
Total 101422003800:					865.18	
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-42200-4940	29.00	
Total 101422004940:					29.00	
12/16/2021	157505	City Building Inspection Services LLC	building inpections	101-42400-3000	5,540.44	
12/16/2021	157505	City Building Inspection Services LLC	building inpections	101-42400-3000	4,356.93	
Total 101424003000:					9,897.37	
12/16/2021	157501	Bock's Service Inc.	Police Impound	101-42400-3100	85.00	
Total 101424003100:					85.00	
12/16/2021	122130	Verizon Wireless	Monthly Billing	101-42400-3200	24.15	M
Total 101424003200:					24.15	
12/16/2021	122130	Verizon Wireless	Monthly Billing	101-43000-3200	41.25	M
Total 101430003200:					41.25	
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-43000-4940	43.50	
Total 101430004940:					43.50	
12/16/2021	20210911	U.S. Bank - CC	Printer Ink	101-43100-2000	68.89	
Total 101431002000:					68.89	
12/16/2021	20210889	H & J Fuel Inc	winter fuel	101-43100-2120	1,478.51	
12/16/2021	157526	Waseca County Highway Department	Monthly billing	101-43100-2120	2,122.81	
12/16/2021	157526	Waseca County Highway Department	Monthly billing	101-43100-2120	145.64	
Total 101431002120:					3,746.96	
12/16/2021	157504	Cintas Corporation	First aid cabinet supplies	101-43100-2170	51.11	
12/16/2021	20210884	Condon Farm Service	Grass seed	101-43100-2170	82.50	
12/16/2021	20210890	Holtmeier Construction Inc.	crushed rock	101-43100-2170	987.02	
12/16/2021	20210911	U.S. Bank - CC	Mouse poison & traps	101-43100-2170	20.77	
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	9.84	
Total 101431002170:					1,151.24	
12/16/2021	157510	Manthe Garage Doors	Door openers	101-43100-2230	243.00	



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002230:					243.00
12/16/2021	20210917	Waste Management of Southern MN	November Service	101-43100-3100	198.37
Total 101431003100:					198.37
12/16/2021	20210880	APG Media of So MN LLC	Public works job opening	101-43100-3400	139.50
Total 101431003400:					139.50
12/16/2021	157502	Centerpoint Energy	November Service	101-43100-3800	110.97
12/16/2021	122120	City of Waseca	November Utilities	101-43100-3800	44.59 M
12/16/2021	122120	City of Waseca	November Utilities	101-43100-3800	796.34 M
Total 101431003800:					951.90
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-43100-4940	145.00
Total 101431004940:					145.00
12/16/2021	157498	Amazon	curb markers	101-43125-2170	240.00
Total 101431252170:					240.00
12/16/2021	122120	City of Waseca	November Utilities	101-43170-3800	210.81 M
Total 101431703800:					210.81
12/16/2021	20210911	U.S. Bank - CC	Pool Heater #1	101-45130-2210	55.48
12/16/2021	20210911	U.S. Bank - CC	Pool Heater #1	101-45130-2210	85.23
Total 101451302210:					140.71
12/16/2021	157499	American Red Cross-MN	Lifeguard Certification	101-45130-3000	240.00
Total 101451303000:					240.00
12/16/2021	122120	City of Waseca	November Utilities	101-45130-3800	572.82 M
Total 101451303800:					572.82
12/16/2021	157516	MN Department of Labor & Industry	Boiler	101-45130-4500	20.00
Total 101451304500:					20.00
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-45130-4940	14.50
Total 101451304940:					14.50
12/16/2021	122120	City of Waseca	November Utilities	101-45180-3800	6,293.11 M
Total 101451803800:					6,293.11
12/16/2021	20210889	H & J Fuel Inc	Fuel	101-45200-2120	2,189.27
12/16/2021	157526	Waseca County Highway Department	Monthly billing	101-45200-2120	391.30

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002120:					2,580.57
12/16/2021	20210885	Culligan	Park Dept Water	101-45200-2170	17.50
12/16/2021	157524	The Tessman Company	Geogrid fabric	101-45200-2170	76.00
12/16/2021	20210911	U.S. Bank - CC	Replacement volleyball nets clear lake park	101-45200-2170	464.97
12/16/2021	20210911	U.S. Bank - CC	Breakroom supplies	101-45200-2170	48.42
Total 101452002170:					606.89
12/16/2021	20210914	Vanderhorst, Brett	Uniform Allowance	101-45200-2180	208.18
Total 101452002180:					208.18
12/16/2021	20210911	U.S. Bank - CC	Parts for 3 point fertilizer spreader	101-45200-2210	227.46
Total 101452002210:					227.46
12/16/2021	157512	McClune's Tree Service	Tree Removal	101-45200-3100	3,200.00
12/16/2021	157527	Waseca County Landfill	Landfill Fees	101-45200-3100	22.83
12/16/2021	20210917	Waste Management of Southern MN	November Service	101-45200-3100	27.85
12/16/2021	20210917	Waste Management of Southern MN	Parks Waste Management	101-45200-3100	29.26
Total 101452003100:					3,279.94
12/16/2021	20210911	U.S. Bank - CC	MN Tree inspector recertification-Gunderman	101-45200-3300	50.00
12/16/2021	20210911	U.S. Bank - CC	MN Tree inspector recertification-Dushaw	101-45200-3300	50.00
Total 101452003300:					100.00
12/16/2021	122120	City of Waseca	November Utilities	101-45200-3800	9,555.67 M
Total 101452003800:					9,555.67
12/16/2021	157506	Conservation Landscapes	NW Nature Park Restoration Project	101-45200-4000	1,758.40
12/16/2021	157518	Premier Polysteel-ADA Enterprises Inc	Garbage receptacles	101-45200-4000	1,299.00
Total 101452004000:					3,057.40
12/16/2021	157514	Med Compass	Hearing and Fit Testing	101-45200-4940	14.50
Total 101452004940:					14.50
12/16/2021	20210906	ServiceMaster by Ayotte	can liners	101-45500-2170	40.90
Total 101455002170:					40.90
12/16/2021	157517	Orkin Pest Control	Library-Pest control	101-45500-3100	70.00
12/16/2021	20210906	ServiceMaster by Ayotte	carpet janitorial cleaning	101-45500-3100	185.00
12/16/2021	20210917	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 101455003100:					311.73
12/16/2021	122120	City of Waseca	November Utilities	101-45500-3800	707.58 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101455003800:					707.58
Total General Fund:					268,174.90
<b>Airport</b>					
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	230-49810-2170	14.99
Total 230498102170:					14.99
12/16/2021	20210909	Toltz King Duvall Anderson & Assoc Inc.	Airport T-Hangar design	230-49810-3000	3,140.00
Total 230498103000:					3,140.00
12/16/2021	20210917	Waste Management of Southern MN	Airport Waste Management	230-49810-3100	37.15
Total 230498103100:					37.15
12/16/2021	122120	City of Waseca	November Utilities	230-49810-3800	69.24 M
12/16/2021	157528	Xcel Energy	Airport November Service	230-49810-3800	151.85
12/16/2021	157528	Xcel Energy	Airport November Service	230-49810-3800	288.47
Total 230498103800:					509.56
Total Airport:					3,701.70
<b>Safe Haven Grant</b>					
12/16/2021	20210893	Innovative Office Supply	office supplies - Connections	279-46350-2000	343.00
12/16/2021	20210893	Innovative Office Supply	office supplies - Connections	279-46350-2000	274.10
Total 279463502000:					617.10
12/16/2021	122130	Verizon Wireless	Monthly Billing	279-46350-3200	41.25 M
Total 279463503200:					41.25
Total Safe Haven Grant:					658.35
<b>Capital Improvement</b>					
12/16/2021	157518	Premier Polysteel-ADA Enterprises Inc	Dog Park memorial Bench	430-43010-5320	494.00
Total 430430105320:					494.00
Total Capital Improvement:					494.00
<b>Water</b>					
12/16/2021	20210911	U.S. Bank - CC	50' extension cord for electric snow shovel	601-49401-2230	14.98
Total 601494012230:					14.98
12/16/2021	122120	City of Waseca	November Utilities	601-49401-3800	6,257.13 M
12/16/2021	157528	Xcel Energy	November Service	601-49401-3800	213.37
Total 601494013800:					6,470.50
12/14/2021	122126	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/12/2021	601-49430-0000	332.77 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/14/2021	122126	ACH Internal Revenue Service	MEDICARE Pay Period: 12/12/2021	601-49430-0000	77.82	M
Total 601494300000:					410.59	
12/16/2021	157526	Waseca County Highway Department	Monthly billing	601-49430-2120	520.25	
Total 601494302120:					520.25	
12/16/2021	157500	Aramark Uniform Services	uniforms	601-49430-2180	13.55	
12/16/2021	157500	Aramark Uniform Services	uniforms	601-49430-2180	13.55	
Total 601494302180:					27.10	
12/16/2021	20210888	Gopher State One-Call Inc	Location calls - November	601-49430-3100	30.60	
12/16/2021	20210894	James Brothers Construction Inc.	Curb Stop Leak - 516 10th Ave	601-49430-3100	2,684.36	
12/16/2021	20210911	U.S. Bank - CC	Ship of quarterly fluid samples	601-49430-3100	5.10	
12/16/2021	20210913	Utility Consultants Inc	Coliform Testing	601-49430-3100	210.00	
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	601-49430-3100	31.60	
Total 601494303100:					2,961.66	
12/16/2021	122130	Verizon Wireless	Monthly Billing	601-49430-3200	40.01	M
Total 601494303200:					40.01	
12/16/2021	157514	Med Compass	Hearing and Fit Testing	601-49430-4940	54.00	
Total 601494304940:					54.00	
12/16/2021	157498	Amazon	Face masks	601-49585-2000	6.24	
Total 601495852000:					6.24	
12/16/2021	20210901	MAS Communications Inc.	Answering service - December	601-49585-3200	52.99	
Total 601495853200:					52.99	
12/16/2021	20210903	Personalized Printing Inc.	Envelopes	601-49585-3500	536.90	
Total 601495853500:					536.90	
12/16/2021	20210911	U.S. Bank - CC	Senate Finance Committee visit refreshments	601-49586-2170	47.40	
12/16/2021	20210911	U.S. Bank - CC	Senate Finance Committee visit refreshments	601-49586-2170	16.98	
Total 601495862170:					64.38	
Total Water:					11,159.60	
<b>Sanitary Sewer</b>						
12/16/2021	20210888	Gopher State One-Call Inc	Location calls - November	602-49470-3100	30.60	
Total 602494703100:					30.60	
12/16/2021	122130	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M
12/16/2021	122130	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M
12/16/2021	122130	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602494703200:					120.03	
12/16/2021	122120	City of Waseca	November Utilities	602-49470-3800	1,160.35	M
Total 602494703800:					1,160.35	
12/16/2021	20210911	U.S. Bank - CC	Frequency meter & tank heater for NW lift generator	602-49470-4020	183.21	
Total 602494704020:					183.21	
12/16/2021	20210911	U.S. Bank - CC	Lab supplies	602-49480-2170	63.57	
12/16/2021	20210911	U.S. Bank - CC	Solar salt and lab supplies	602-49480-2170	81.98	
12/16/2021	20210912	USA Blue Book	Lab Supplies	602-49480-2170	527.89	
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	112.87	
Total 602494802170:					786.31	
12/16/2021	157503	Cintas Corporation	Door Mats	602-49480-3100	19.10	
12/16/2021	20210899	M & R Electric Inc.	TPS Radar Gauges	602-49480-3100	132.00	
12/16/2021	20210902	Nardini Fire Equipment	Fire Protection	602-49480-3100	328.50	
12/16/2021	20210913	Utility Consultants Inc	Permit Testing	602-49480-3100	2,932.56	
12/16/2021	20210917	Waste Management of Southern MN	Garbage Dumpsters	602-49480-3100	352.17	
Total 602494803100:					3,764.33	
12/16/2021	122130	Verizon Wireless	Monthly Billing	602-49480-3200	41.25	M
Total 602494803200:					41.25	
12/16/2021	122120	City of Waseca	November Utilities	602-49480-3800	674.66	M
Total 602494803800:					674.66	
12/16/2021	157514	Med Compass	Hearing and Fit Testing	602-49480-4940	93.50	
Total 602494804940:					93.50	
12/16/2021	157498	Amazon	Face masks	602-49585-2000	6.25	
Total 602495852000:					6.25	
12/16/2021	20210901	MAS Communications Inc.	Answering service - December	602-49585-3200	52.98	
Total 602495853200:					52.98	
12/16/2021	20210903	Personalized Printing Inc.	Envelopes	602-49585-3500	536.90	
Total 602495853500:					536.90	
12/16/2021	20210880	APG Media of So MN LLC	WWTP Job Opening	602-49586-3400	472.50	
Total 602495863400:					472.50	
12/16/2021	157525	Thermal Process Systems	TPS Radar Gauges	602-49593-5400	11,619.12	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495935400:					11,619.12
Total Sanitary Sewer:					19,541.99
<b>Electric Utility</b>					
12/16/2021	157522	SMMPA	SMMPA Power	604-49550-3810	365,806.76
Total 604495503810:					365,806.76
12/16/2021	157509	High Voltage Equipment Diagnostics Inc.	Substation Annual Testing	604-49570-3100	7,284.38
Total 604495703100:					7,284.38
12/16/2021	122120	City of Waseca	November Utilities	604-49570-3800	70.99 M
Total 604495703800:					70.99
12/16/2021	157526	Waseca County Highway Department	Monthly billing	604-49571-2120	496.18
Total 604495712120:					496.18
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	7.99
Total 604495712170:					7.99
12/16/2021	20210879	Amaril Uniform Co.	Safety Clothing	604-49571-2180	173.05
12/16/2021	20210879	Amaril Uniform Co.	Safety Clothing	604-49571-2180	88.00
Total 604495712180:					261.05
12/16/2021	20210888	Gopher State One-Call Inc	Location calls - November	604-49571-3100	30.60
Total 604495713100:					30.60
12/16/2021	122130	Verizon Wireless	Monthly Billing	604-49571-3200	80.02 M
Total 604495713200:					80.02
12/16/2021	157514	Med Compass	Hearing and Fit Testing	604-49571-4940	82.50
Total 604495714940:					82.50
12/16/2021	20210895	JT Services of MN	Street Light Bulbs	604-49574-2230	718.02
Total 604495742230:					718.02
12/16/2021	122120	City of Waseca	November Utilities	604-49574-3800	314.68 M
12/16/2021	122120	City of Waseca	November Utilities	604-49574-3800	651.31 M
12/16/2021	157528	Xcel Energy	November Service	604-49574-3800	499.15
Total 604495743800:					1,465.14
12/16/2021	157498	Amazon	Face masks	604-49585-2000	6.24

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495852000:					6.24
12/16/2021	20210901	MAS Communications Inc.	Answering service - December	604-49585-3200	52.99
Total 604495853200:					52.99
12/16/2021	20210903	Personalized Printing Inc.	Envelopes	604-49585-3500	536.90
Total 604495853500:					536.90
12/16/2021	20210887	Flaherty & Hood PA	November Legal Fees	604-49586-3000	150.00
12/16/2021	157513	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	92.50
Total 604495863000:					242.50
12/16/2021	157515	MN Department of Commerce	3rd Qtr Assessment	604-49586-4330	1,551.70
Total 604495864330:					1,551.70
12/16/2021	20210895	JT Services of MN	Conversion Supplies	604-49593-5300	947.68
12/16/2021	20210911	U.S. Bank - CC	Breakers for House service conversion	604-49593-5300	117.04
Total 604495935300:					1,064.72
Total Electric Utility:					379,758.68
<b>Storm Water Utility</b>					
12/16/2021	122120	City of Waseca	November Utilities	651-43140-3800	738.45 M
Total 651431403800:					738.45
12/16/2021	157520	Reliance Electric of Southern MN	Repair of Loon Lake Aerator	651-43140-4000	567.91
Total 651431404000:					567.91
Total Storm Water Utility:					1,306.36
<b>Central Garage Services</b>					
12/16/2021	157526	Waseca County Highway Department	Monthly billing	701-43180-2120	261.03
Total 701431802120:					261.03
12/16/2021	20210891	Huber Supply Co Inc	tank rental	701-43180-2170	11.49
12/16/2021	20210892	IFACS	shop supplies	701-43180-2170	34.28
12/16/2021	20210892	IFACS	shop supplies	701-43180-2170	28.91
Total 701431802170:					74.68
12/16/2021	157497	ABM Equipment LLC	controller for vaccon	701-43180-2210	2,357.17
12/16/2021	157498	Amazon	Blower filter	701-43180-2210	126.35
12/16/2021	20210882	Christensen Tire Service	tire repairs	701-43180-2210	129.80
12/16/2021	20210882	Christensen Tire Service	Tire repair	701-43180-2210	75.30
12/16/2021	20210904	Pomp's Tire Service Inc	dismount /mount new tires	701-43180-2210	523.69
12/16/2021	20210905	Sanco Equipment LLC	window & quiktach parts	701-43180-2210	79.26
12/16/2021	20210905	Sanco Equipment LLC	bobcat filters	701-43180-2210	243.51

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/16/2021	20210910	Truck Center Companies	Filters	701-43180-2210	115.94
12/16/2021	20210910	Truck Center Companies	#25 axle parts	701-43180-2210	285.16
12/16/2021	20210910	Truck Center Companies	Axle assem. & warranty	701-43180-2210	3,058.75
12/16/2021	20210910	Truck Center Companies	#25 axle gaskets	701-43180-2210	4.70
12/16/2021	20210911	U.S. Bank - CC	Poly Sheet for Sno-Go	701-43180-2210	180.00
12/16/2021	20210915	Waseca Glass LLC	grader door glass	701-43180-2210	234.94
12/16/2021	20210916	Waseca Hardware LLC	Parts & Supplies	701-43180-2210	67.09
Total 701431802210:					7,481.66
12/16/2021	157498	Amazon	filter tool	701-43180-2400	69.17
Total 701431802400:					69.17
12/16/2021	20210911	U.S. Bank - CC	Monthly scan tool subscription	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					8,035.54
<b>Property and Liability Insuran</b>					
12/16/2021	20210886	First National Insurance	December Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Grand Totals:					693,631.12

## Report Criteria:

Report type: GL detail  
[Report].Amount = {<>} 0



<b>Title:</b>	2022-23 WASECA AIRPORT HANGAR LEASE AGREEMENTS		
<b>Meeting Date:</b>	December 21, 2021	<b>Agenda Item Number:</b>	<b>6C</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>	Hangar Lease Agreements
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve the 2022-23 Waseca Airport hangar lease agreements with a \$5/month hangar lease rate increase and a 2-year lease term.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** The current airport hangar leases will expire at the end of 2021. Therefore, new lease agreements will need to be signed by all airport hangar tenants. At their meeting on December 7, 2021, the Airport Board reviewed the current hangar rental rates for other nearby cities and voted 4 to 0 to increase the rates by \$5/month and to also maintain a 2-year lease term. With this increase, the commercial rate will be \$145/month and the non-commercial rate will be \$125/month.

**BUDGET IMPACT:** Based on current hangar occupancy, annual revenue will increase by \$1,140.

**RECOMMENDATION:** Staff recommends the Waseca City Council make a motion to approve the 2022-23 Waseca Airport hangar lease agreements with a \$5/month hangar lease rate increase and 2-year lease term.

## **COMMERCIAL AIRCRAFT T-HANGAR LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is entered into this 1<sup>st</sup> day of January 2022, between the City of Waseca, a municipal corporation, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee, for the lease of T-hangar space at the Waseca Municipal Airport in Waseca County, Minnesota.

1. **HANGAR.** The lease space is located in Hangar
2. **TERM.** This lease shall commence on the date hereof and shall renew at the end of the current year for one successive one-year term unless either party gives written notice of its intention not to renew sixty (60) days before expiration of the current term. The Lessee may, with written approval of the Lessor, immediately terminate this lease if a new lease agreement for any other available Waseca Airport hangar space has been signed by the Lessee.
3. **RENT.** The Lessee shall pay the Lessor as and for rent the sum of one hundred forty-five dollars (\$145.00) per month including utilities for 2022 and 2023, due and payable on the first day of each month. A \$15 per month rent charge will be added for each month the Lessee has a mobile office on site. A \$30 credit will be applied to all accounts paid in full for the entire year by February 1<sup>st</sup> of each year of the lease. Invoices will be sent monthly by the first of the month in the month preceding the rent due date. Late rent payments will be charged a flat \$25 per month penalty.
4. **USE OF LEASED T-HANGAR.**
  - A. The above-described hangar is leased to the Lessee for the purpose of aircraft storage and related aeronautical uses. Other items incidental to the use of an aircraft may be stored therein. Other storage exceeding 25% of the floor area, for any other purpose, shall not be allowed and shall be considered a violation of the terms of this lease and considered basis for terminating the lease. One vehicle used for tugging or moving aircraft may also be stored in the hangar. Vehicles used to travel to the airport may be stored in the hangar while the aircraft is in use.
  - B. No explosive, flammable, or hazardous materials shall be stored or used in the leased hangar, other than fuel within the aircraft's fuel tank. However, materials that may reasonably be considered incidental to maintenance of the aircraft may be kept in the hangar in such amounts as are reasonable for said purposes. Storage and use of such materials, including containers, shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this lease.
  - C. The Lessee may service and maintain the Lessee's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to service the Lessee's aircraft in the leased premises.

- D. The Lessee shall keep the leased premises neat, clean, and orderly, and shall not permit any property whatsoever to be stored outside the hangar or leased space. Advertising signs may be placed on the outside of the hangar and one mobile office may be stored adjacent to the hangar. The locations, sizes, and types of advertising signs and the mobile office must be approved by the Director of Engineering prior to installation or arrival. The Lessor reserves the right to require removal of any advertising sign or the mobile office solely at the Lessor's discretion unless otherwise approved by the City of Waseca and the Airport Board.
  - E. The Lessee shall provide up to date proof of insurance for the full insurable value of their aircraft and related personal property to the Lessor during the term of the lease. The Lessee must also provide proof of liability insurance with a minimum of \$300,000 per occurrence/\$1,000,000 aggregate limits and specifically add the City of Waseca as an additional insured on the insurance policy.
  - F. The Lessee shall require and provide to the City at least monthly copies of waiver/acknowledgment forms stating that the City of Waseca makes no representations as to the Waseca Municipal Airport or its land as to the acceptability of this activity and that the Lessee will indemnify and hold the City harmless. The waiver form must be reviewed and approved by the City prior to commercial operations.
  - G. All permanent and unattended electrical equipment shall be plugged directly into permanent outlets without extension cords. No extension cords shall be left in use unattended without prior approval of the Lessor, with the exception of aircraft engine heaters. All permanent electrical equipment shall be located at least 18 inches above the floor unless the equipment is designed and rated for explosion hazard environments. No open flames or devices with open flames shall be allowed in the hangars.
  - H. The Lessee shall comply with all applicable FAA and MnDOT requirements, and shall allow inspection of the hangar at any time by City, FAA, or MnDOT staff, the City's insurance carrier, the Fire Department, the Director of Engineering, or the City Building Official, and shall comply with their requirements.
- 5. **BUSINESS OPERATIONS.** It shall be at the Lessor's sole discretion to determine what constitutes a business and necessitates a commercial T-hangar lease. The Lessee shall have a documented safety and communications plan for its business operations at the Waseca Municipal Airport approved and on file with the City of Waseca. The Lessee and Lessor shall work together to review said plans and update them as necessary. Failure to follow said plans shall be grounds for immediate termination of this lease.
  - 6. **SUBLETTING.** The Lessee shall not sublet the leased premises nor permit any other party to temporarily use such premises for any purpose without the written approval of the City's Director of Engineering.
  - 7. **SNOW REMOVAL.** The Lessor shall provide snow removal services to the area of the leased hangar and taxi-ways and as close to the leased hangar entrance as possible, but it shall be the Lessee's primary responsibility to remove ice and snow immediately in front of the leased premises.

8. **VIOLATION OF COVENANTS.** Violation of any of the terms of this lease, including failure to use the hangar for aircraft storage or being behind in rent payments by 3 months or more, shall be grounds for termination of this lease and eviction upon thirty (30) days written notice, provided, however, that temporary vacancy after the Lessee's aircraft has been sold and pending the purchase of another shall not be construed as failure to use the premises as an aircraft hangar unless such vacancy continues for more than 180 days.
9. **INDEMNITY CLAUSE.** The Lessor shall not in any manner be responsible for the safety or the safe keeping, or the damage to any contents in, upon, or about the leased premises, or injury to persons or property in, upon, or about the said leased premises, and the Lessee agrees to hold the Lessor harmless from any loss from any claim or demand of any nature whatsoever which may be made by, or on behalf of, any person or persons for any claimed wrongful act or omission arising out the use of the premises by the Lessee or the Lessee's agents, employees, or guests and from all loss or damages by reason of such acts or omissions and shall additionally pay to the Lessor all costs and attorney's fees which may be incurred by the Lessor from defending itself against any such claims.
10. **NOTICES.** Notices or communications between the parties will be sent to the following addresses:

Director of Engineering  
City of Waseca  
508 State Street South  
Waseca, MN 56093

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **ADDITIONAL TERMS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WASECA**  
**a municipal corporation,**

\_\_\_\_\_  
**Lessee**

by: \_\_\_\_\_  
**Director of Engineering**

\_\_\_\_\_  
**Lessee**

by: \_\_\_\_\_  
**City Manager**

## **NON-COMMERCIAL AIRCRAFT T-HANGAR LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is entered into this 1<sup>st</sup> day of January 2022, between the City of Waseca, a municipal corporation, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee, for the lease of T-hangar space at the Waseca Municipal Airport in Waseca County, Minnesota.

1. **HANGAR.** The lease space is located in Hangar
2. **TERM.** This lease shall commence on the date hereof and shall renew at the end of the current year for one successive one-year term unless either party gives written notice of its intention not to renew sixty (60) days before expiration of the current term. The Lessee may, with written approval of the Lessor, immediately terminate this lease if a new lease agreement for any other available Waseca Airport hangar space has been signed by the Lessee.
3. **RENT.** The Lessee shall pay the Lessor as and for rent the sum of one hundred twenty-five dollars (\$125.00) per month including utilities for 2022 and 2023, due and payable on the first day of each month. A \$30 credit will be applied to all accounts paid in full for the entire year by February 1<sup>st</sup> of each year of the lease. Invoices will be sent monthly by the first of the month in the month preceding the rent due date. Late rent payments will be charged a flat \$25 per month penalty.
4. **USE OF LEASED T-HANGAR.**
  - A. The above-described hangar is leased to the Lessee for the purpose of aircraft storage and related aeronautical uses. Other items incidental to the use of an aircraft may be stored therein. Other storage exceeding 25% of the floor area, for any other purpose, shall not be allowed and shall be considered a violation of the terms of this lease and considered basis for terminating the lease. One vehicle used for tugging or moving aircraft may also be stored in the hangar. Vehicles used to travel to the airport may be stored in the hangar while the aircraft is in use.
  - B. No explosive, flammable, or hazardous materials shall be stored or used in the leased hangar, other than fuel within the aircraft's fuel tank. However, materials that may reasonably be considered incidental to maintenance of the aircraft may be kept in the hangar in such amounts as are reasonable for said purposes. Storage and use of such materials, including containers, shall at all times comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this lease.
  - C. The Lessee may service and maintain the Lessee's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to service the Lessee's aircraft in the leased premises.

- D. The Lessee shall keep the leased premises neat, clean, and orderly, and shall not permit any property whatsoever to be stored outside the hangar or leased space, or permit any advertising signs or materials to be placed on the outside of the hangar.
  - E. It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. The Lessor must specifically, and individually, approve any commercial use of the space. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. It is the intent of the City that, under this lease, these hangars shall not be used for operations in which maintenance, servicing, or use of the airplanes is a primary function of the business of the Lessee which is carried out in the leased space. Lessee has read this lease and if Lessee has any questions about his/her proposed use, Lessee should discuss them prior to the execution of this lease agreement.
  - F. The Lessee shall provide up to date proof of insurance for the full insurable value of their aircraft and related personal property to the Lessor during the term of the lease. The Lessee must also provide proof of liability insurance with a minimum of \$300,000 per occurrence/\$1,000,000 aggregate limits and specifically add the City of Waseca as an additional insured on the insurance policy.
  - G. All permanent and unattended electrical equipment shall be plugged directly into permanent outlets without extension cords. No extension cords shall be left in use unattended without prior approval of the Lessor, with the exception of aircraft engine heaters. All permanent electrical equipment shall be located at least 18 inches above the floor unless the equipment is designed and rated for explosion hazard environments. No open flames or devices with open flames shall be allowed in the hangars.
  - H. The Lessee shall comply with all applicable FAA and MnDOT requirements, and shall allow inspection of the hangar at any time by City, FAA, or MnDOT staff, the City's insurance carrier, the Fire Department, the Director of Engineering, or the City Building Official, and shall comply with their requirements.
- 5. **SUBLETTING.** The Lessee shall not sublet the leased premises nor permit any other party to temporarily use such premises for any purpose without the written approval of the City's Director of Engineering.
  - 6. **SNOW REMOVAL.** The Lessor shall provide snow removal services to the area of the leased hangar and taxi-ways and as close to the leased hangar entrance as possible, but it shall be the Lessee's primary responsibility to remove ice and snow immediately in front of the leased premises.
  - 7. **VIOLATION OF COVENANTS.** Violation of any of the terms of this lease, including failure to use the hangar for aircraft storage or being behind in rent payments by 3 months or more, shall be grounds for termination of this lease and eviction upon thirty (30) days written notice, provided, however, that temporary vacancy after the Lessee's aircraft has been sold and pending the purchase of another shall not be construed as failure to use the premises as an aircraft hangar unless such vacancy continues for more than 180 days.

8. **INDEMNITY CLAUSE.** The Lessor shall not in any manner be responsible for the safety or the safe keeping, or the damage to any contents in, upon, or about the leased premises, or injury to persons or property in, upon, or about the said leased premises, and the Lessee agrees to hold the Lessor harmless from any loss from any claim or demand of any nature whatsoever which may be made by, or on behalf of, any person or persons for any claimed wrongful act or omission arising out the use of the premises by the Lessee or the Lessee's agents, employees, or guests and from all loss or damages by reason of such acts or omissions and shall additionally pay to the Lessor all costs and attorney's fees which may be incurred by the Lessor from defending itself against any such claims.

9. **NOTICES.** Notices or communications between the parties will be sent to the following addresses:

Director of Engineering  
City of Waseca  
508 State Street South  
Waseca, MN 56093

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **ADDITIONAL TERMS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WASECA**  
**a municipal corporation,**

\_\_\_\_\_  
**Lessee**

by: \_\_\_\_\_  
**Director of Engineering**

\_\_\_\_\_  
**Lessee**

by: \_\_\_\_\_  
**City Manager**



**RE/MAX Masters**  
**BLAIN NELSON**  
101 South State St.  
Waseca, MN 56093

Cell 507-837-9851  
blainnelson1@gmail.com

Attn. Rance Schult / ~~Mike~~ **ANDERSON**

my wife's medical problems and appointments  
leave me to re-sign from the Waseca EDA effective (12/9/21)

Sorry but I have to re-sign at this time.  
I will still be a terrific positive cheerleader  
for Waseca. (Your prayers are appreciated)

Thank you

Blain J. Nelson



**From:** [Ranae Schult](#)  
**To:** [Mike Anderson](#)  
**Subject:** FW: Letter of Resignation  
**Date:** Wednesday, December 15, 2021 1:14:05 PM

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**Ranae Schult, Administrative Assistant**  
**City of Waseca**  
**508 South State Street**  
**Waseca, Minnesota 56093**  
**507.835.9725**  
[ranaes@ci.waseca.mn.us](mailto:ranaes@ci.waseca.mn.us)



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**From:** Mackenzie Hoy <mackenziehoydc@gmail.com>  
**Sent:** Friday, December 10, 2021 2:13 PM  
**To:** Ranae Schult <RanaeS@ci.waseca.mn.us>  
**Subject:** Letter of Resignation

Hi Ranae, can you please pass this on to who it needs to go to.

To the EDA board,

I am bummed that this had to happen in an email and could not be done in person at the December meeting. It has been a pleasure to be part of the EDA for Waseca. My purpose and Vision has always been to bring uplifting and vibrant energy wherever I go. I get to do that through chiropractic and all the things I'm involved in. I have been so blessed to be able to start my practice in the community that I grew up in and have such success from the get go. I have learned quite a bit over the last few months on the EDA (let me tell you the first few meetings were like a foreign language!) and I know Waseca has a lot of people advocating for a bright future. My husband and I are closing on our dream property Dec 17th, outside of city limits, which will make me ineligible to be a member of the board. I will continue to be the best asset to the community of Waseca and surrounding communities I can be. I have enjoyed meeting each and every one of you and hope to continue to collaborate moving forward. #mywaseca

Much Love & Happy Holidays

--

**Mackenzie Hoy, DC**  
Doctor of Chiropractic  
**Vibrant Family Chiropractic**  
**109 2nd Ave SE**  
**Waseca, MN 56093**  
**507-571-2566**

*"This e-mail message and any documents attached to it are confidential and may contain information that is protected from disclosure by various federal and state laws, including the HIPAA privacy rule (45 C.F.R., Part 164). This information is intended to be used solely by the entity or individual to whom this message is addressed. If you are not the intended recipient, be advised that any use, dissemination, forwarding, printing, or copying of this message without the sender's written permission is strictly prohibited and may be unlawful. Accordingly, if you have received this message in error, please notify the sender immediately by return e-mail or call and then delete this message."*

**CITY OF WASECA  
CONTRACT FOR ADMINISTRATIVE SERVICES WITH THE  
SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**

**6E**

**THIS CONTRACT**, for Administrative Services is entered into this 21 day of December, 2021 by and between the City of Waseca hereinafter referred to as the "Grantee", and the Southwest Minnesota Housing Partnership, hereinafter referred to as the "SWMHP".

**WHEREAS**, the Grantee has been awarded a Grant from the Minnesota Department of Employment and Economic Development ("DEED") Small Cities Development Program, hereinafter referred to as "SCDP" under a Grant Agreement between the Grantee and the DEED herein after referred to as the "Grant Agreement"; and,

**WHEREAS**, the "Project" is hereinafter described as the rehabilitation of units further described in Exhibit B in the community of Waseca, and,

**WHEREAS**, the Grantee desires to contract with the SWMHP for Administrative Services; and,

**WITNESSED:** In consideration of the mutual covenants and agreements contained herein, the Grantee and the SWMHP agree as follows:

1. The term of this Contract commences on November 15, 2021 and terminates on September 30, 2024, unless otherwise terminated herein.
2. The SCDP Work Program, **Exhibit A**, attached to this Contract, is acceptable to the Grantee and is hereby made a part of this Contract.
3. The SCDP Budget, **Exhibit B**, attached to this Contract, is acceptable to the Grantee and is hereby made a part of this Contract. Grantee agrees to advance funds from its resources as shown on **Exhibit B**.
4. For the purposes of this Contract, the SWMHP shall be deemed an independent contractor and not an employee of the Grantee. Any and all employees of the SWMHP or other persons while engaged in the performance of any work or services required by the SWMHP under this Contract, shall not be considered employees of the Grantee; and any and all claims that may or might arise on behalf of said employees or other persons as consequence of any act or omission on the part of said employees or the SWMHP shall in no way be the obligation or responsibility of the Grantee.
5. It is agreed that the Grantee shall defend and save the SWMHP harmless from any claims, demands, actions, or causes of action, damages, costs (including attorney's fees) arising out of any act or omission on the part of the City, its agents, servants or employees in performance of, or with relation to any of the work or services provided or furnished by the SWMHP under the terms of this Contract.
6. It is further agreed that the SWMHP shall defend and save the Grantee harmless from any claims, demands, actions, or causes of action arising out of any act or omission on the part of the SWMHP, its agents, servants or employees in performance of, or with relation to any of the work or services provided to be performed or furnished by the SWMHP under the terms of this Contract; unless, such claims, demands, actions or causes of action arise out of the actions, in whole or in part, of the Grantee.

7. Except as provided herein, the SWMHP shall not assign any interest in this Contract to any third-party, and shall not transfer any interest in the same, whether by assignment, subcontract or notation, without the prior written consent of the Grantee.
8. The SWMHP specifically agrees to comply with the requirements of 24 CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to Contracts required to contain the Section 3 clause set forth in 24 CFR 135.20.
9. Any alteration, variation, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this document.
10. The waiver of any of the rights and/or remedies arising under the terms of this Contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Contract. The rights and remedies provided or referred to under the terms of this Contract are cumulative and not mutually exclusive.
11. This Contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
12. The Grantee shall have full access to all records relating to the performance of this Contract and will have all files related to this work under the Small Cities Development Program in its possession within 90 days of the expiration of this Contract.
13. In performing the provisions of this Contract, the SWMHP and the Grantee agree to comply with the Grant Agreement and with all Federal, State, or local laws, and applicable rules, regulations, or standards established by any agency of such governmental units, which are not now or hereafter promulgated.
14. In consideration of the prompt and efficient carrying out of the services described in this Contract, the Grantee agrees to reimburse the SWMHP for its administrative duties identified on **Exhibit A** in amounts shown in the Administration line of the SCDP Budget on **Exhibit B**.

For the purpose of this Contract, administrative costs are defined as follows:

- a. Salary costs actually incurred by the SWMHP for time expended in all phases of the project.
  - b. Mileage, supplies, and publication expense.
  - c. Proportionate share of allowable overhead expenses figured on a time extended basis, according to the SWMHP's approved indirect cost allocation plan.
  - d. Administrative costs directly related to the record keeping and reporting functions as required by the Federal Government, DEED and as requested by the Grantee.
15. In addition to administration related costs set forth above the SWMHP shall be reimbursed for contactor certification, relocation, rehabilitation, and environmental testing costs shown in the SCDP Budget from such sources and in such amounts as are shown on **Exhibit B**. Accurate records of administrative costs and other costs shall be kept by the SWMHP, and billing shall be made at such times as are convenient to implement the SWMHP's requisition of funds for the project from DEED and other sources shown in the SCDP budget on **Exhibit B**.

16. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Contract shall remain in full force and effect.
17. The SWMHP hereby assigns to DEED any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust laws of the DEED through the term of this Contract.
18. The Grantee reserves the right to terminate this Contract if the SWMHP inexcusably fails to perform any of the provisions thereof. Such termination shall occur thirty (30) days after the receipt by the SWMHP of written notice specifying the grounds thereof, unless prior to the date, the SWMHP has cured the alleged nonperformance of the providers of this Contract. The SWMHP shall be entitled to compensation and reimbursement for services rendered and costs advanced up to the termination date. Any such termination is subject to the terms of the Grant Agreement.
19. The Grantee shall be held responsible for the administration of the Project in relation to the following:
  - a. Provide information and data as necessary and assist the SWMHP in arranging meetings with elected officials or individuals to benefit the delivery of the Project.
  - b. Market the Project, as necessary, to potential applicants within the target area, when the pre-application list is expired.
  - c. Provide written materials (i.e.; handouts) to applicants within the community, as needed.
  - d. Communicate administrative information about applicants or the community back to the SWMHP in a timely fashion.
  - e. Support the SCDP program through the Grantee's activities and publications.
  - f. Participate in any monitoring requirements set by DEED.
  - g. Participate in any public notice requirements or programs set by DEED.
20. Payment for this Contract is to be made from funds made available by DEED and other sources of funds as set out in Section 15 above. Payment for this contract is to be made from funds made available by DEED. SWMHP shall submit a payment request and Grantee shall process such request for SCDP payments per the grant agreement. Additional committed Grantee funds such as program income, energy rebates, and all other sources shall require the same documentation and submission by SWMHP to Grantee. Grantee will process and submit payment to SWMHP within thirty days of receiving the payment request from the SWMHP but in no case later than three days after receipt of funds from DEED. If at any time such funds are no longer available, this Contract shall be terminated immediately upon notice of such fact by the DEED or any other funding source. In the event of such termination the SWMHP shall be entitled to payment of services performed to such date.
21. This Contract may be canceled by the Grantee or SWMHP at any time, with or without cause, upon thirty (30) days written notice to other party. In the event of such a cancellation, the SWMHP shall be entitled to payment for work or services performed to the date of notice of cancellation. Any such cancellation is subject to the terms of the Grant Agreement.
22. The book, records, documents, and accounting procedures and practices of the SWMHP, relevant to this Contract, may be subject to examination by the Grantee's auditors. The SWMHP will receive a copy of the Grantee's audit.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed as of the date first mentioned above.

**SOUTHWEST MINNESOTA  
HOUSING PARTNERSHIP**

**CITY OF WASECA**

\_\_\_\_\_  
**Board Chair**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Chief Executive Officer**

\_\_\_\_\_  
**City Manager**

## **EXHIBIT A**

### **SCDP WORK PROGRAM**

The following Work Program is attached to the Administration Services Contract dated \_\_\_\_\_, 2021 and is a part thereof.

#### **1. Staffing**

- A. The SWMHP shall provide a sufficient supply of competent, trained staff to meet the needs of the Project and complete the assigned tasks identified in the Work Program, in the time frame set forth in the Contract. Staff shall include, but is not limited to, administrative staff, rehabilitation specialists/inspectors, clerical support, etc.
- B. The SWMHP is responsible for providing adequate office space, telephone, copying, postage, and other office expenses to provide administration services.
- C. Staff shall be trained by the SWMHP to ensure that they can perform the duties identified in the Work Program within the Contract.
- D. The SWMHP shall provide the Grantee with a clear communication chain that the Grantee would require for daily requests, problems/concerns/etc. The contact for daily information will be responsible for routing information within the SWMHP and its other staff.
- E. The SWMHP shall ensure that the location of their staff is structured such that they are geographically accessible to the applicants of the program for reasonable periods at a time during the Contract period.

#### **2. Program Regulations**

- A. The SWMHP staff will attend DEED trainings and informational sessions as provided by DEED to ensure that updates on the SCDP are utilized in the program.
- B. The SWMHP will receive and review regularly DEED updates on changes to the SCDP and incorporate them into the program.
- C. The SWMHP will rely on and communicate regularly with DEED staff to consult with them on programming issues.

#### **3. Program Development**

- A. The SWMHP will review the Grant Agreement for accuracy against the application.
- B. The SWMHP will revise as necessary Cooperative Agreements.
- C. The SWMHP will request from the Grantee documentation on special conditions.
- D. The SWMHP will prepare submissions on the special conditions required in the Grant Agreement to obtain the release of funding by DEED in an expeditious manner.
- E. The SWMHP will prepare all repayment agreements to be used in securing the SCDP funds for the Grantee. The SWMHP will send the documents to the Grantee for review and approval prior to use.
- F. The SWMHP will prepare a fact sheet customized to the Grantee's program for the Field Administrator to use.
- G. The SWMHP will meet with the Grantee's SCDP contact staff to better familiarize them with the program after the orientation with DEED.
- H. The SWMHP will prepare the Grantee's SCDP policies and procedures. The SWMHP will first present a draft copy for Grantee approval prior to use.

#### **4. Documents and Reporting**

- A. The SWMHP will assemble files, execute proper documentation within the files, maintain complete records, document methodology on eligibility, and provide information to DEED for all file reviews.
- B. The SWMHP will maintain the files for the review by the Grantee upon request.
- C. The SWMHP will prepare all reports to DEED (i.e.; quarterly, annual) required during the Contract period.
- D. The SWMHP will provide quarterly tracking reports to the Grantee by the 10<sup>th</sup> of each month following quarter end during the Contract period.
- E. The SWMHP will provide completed files to the Grantee within 90 days past the end of the last day of the end of the scheduled contract term of the Project with DEED, which shall include a loan summary spreadsheet. The spreadsheet shall identify the borrower name, rehabbed property address, SCDP loan amount, date of the repayment agreement and loan termination date.

#### **5. Program Management**

- A. The SWMHP will attend to regular reviews of program goals in relation to the Contract end date and performance.
- B. The SWMHP will oversee involvement in:
  - 1. Lead Assessment
  - 2. Uniform Relocation
  - 3. Davis Bacon Act
  - 4. Fair Housing Act
- C. The SWMHP staff will review key documents within individual borrower files during rehabilitation process.
- D. The SWMHP will prepare the Closeout Report for the Grantee's public meeting.

#### **6. Funding and Budgeting**

- A. The SWMHP will coordinate budgets for individual activities from the total budgets provided in the Grant Agreement with DEED.
- B. The SWMHP will prepare the draws to DEED when proper documentation is submitted.
- C. The SWMHP will oversee payments to contractors in conjunction with the Grantee.
- D. The SWMHP will reconcile the accounting of the program with DEED.

#### **7. Outcomes**

- A. The SWMHP and Grantee together are responsible for meeting the goals set under the Project.
- B. The SWMHP is responsible for ensuring that participant's needs are met within a reasonable, friendly, professional manner within the confines of the SCDP

#### **8. Federal Requirements**

The SWMHP is required to ensure that the Project and the Grantee meet the Federal Requirements outlined in the Grant Agreement. Those include, but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from



participating in, be denied the benefits of, or be subjected to discrimination under any program or activity in receiving Federal financial assistance.

- B. Title VIII of the Civil Rights Act of 1968 (P.O. 90-284), known as the Fair Housing Act of 1968, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin.
- C. Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion (creed), sex or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be development for residential use), or in the use of occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants and contributions agreed to be made by the Federal Government.
- D. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the Act. The Act does not allow any discrimination on the basis of age under the Age Discrimination Act of 1975.
- E. Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations (24 CFR Part 41 and 24 CFR 570.602(a).
- F. Davis-Bacon Act, as amended, requiring payment of wages at prevailing rates, and the Contract Work Hours and Safety Standards Act.
- G. The National Environmental Policy Act of 1969.
- H. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing within the unit of local government.
- I. Title IV of the Lead-Based Paint Poisoning Prevention Act, as amended (41 U. S.C. Section 483 1).
- J. All parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable state and federal laws.
- K. The regulations, policies, guidelines, and requirements of Common Rule or Uniform Administrative Requirements and OMB Circular A-87 as they relate to the application, acceptance, and use of federal funds under this part.
- L. The Minnesota Government Practices Act, Chapter 13, including but not limited to Section 13.3 1.

- M. The regulations, reporting, and record keeping requirements as stated in the "Program Manual", as supplemented, provided by the DEED.
- N. Section 504 of the Federal Rehabilitation Act of 1973, Chapter 55 of the Minnesota State Building Code and the Minnesota Human Rights Act.
- O. All other applicable federal rules and regulations identified in the DEED Grant Agreement.

## EXHIBIT B

### GRANTEE'S SCDP BUDGET

ACTIVITY	UNIT GOAL	SCDP FUNDS	OTHER FUNDS	TOTAL
RES. OWNER REHAB	13	\$300,000	\$67,535	\$367,535
ADMINISTRATION		\$45,000	\$25,000*	\$60,000*
TOTAL UNITS REHABBED	10	\$245,000	\$92,975.47	\$427,535

The rehabilitation activities will be allocated in the following manner.

- City of Waseca Target Area  
13 Owner Occupied Units

\*City will provide up to \$25,000 in reimbursable costs for any project that does not advance to closing. These costs include but are not limited to environmental testing, SWMHP staff time, and mileage.

<b>Title:</b>	Proposed Electric Utility Rates 2022		
<b>Meeting Date:</b>	December 21, 2021	<b>Agenda Item Number:</b>	<b>6F</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>	Attachment A-Proposed Electric Utility Rates, Resolution 21-65, Resolution 67 (from 2020)
<b>Originating Department:</b>	Utilities Office	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Good governance calls for Electric Utility rates to be reviewed and updated.		

**BACKGROUND:** The Utilities Office staff has reviewed Electric Utility rates considering recent developments. Staff's conclusions and recommendations are twofold. First, as the Electric Utility converts customer rented security lights to LED fixtures/lamps, the amount of electric consumption goes down, therefore the LED rental rate is recommended to go down as well, as shown in the attached rate table. Second, staff is recommending a reduction in the electric rate charged to City owned buildings and parks as a savings to the General Fund. The current City rate is less than the retail rate, and staff is recommending a further decrease in the City rate from 10.8 cents per kilowatt hour to 8.4 cents per kilowatt hour. The proposed rate of 8.4 cents is staff's summary math of our equivalent wholesale electric rate.

By way of review regarding year two of Electric Utility Capital Funding Rates, six years ago the City Council approved Capital Funding Charge schedules for the Water Utility and Sanitary Sewer Utility to replace existing water mains and sanitary sewer mains. More recently, the City Council has implemented an increased fee schedule for the Storm Water Utility. The purpose of these three fee systems is to begin to keep pace with the City's street improvement program and to replace worn out and fully depreciated infrastructure.

For the past six years, the Electric Utility has been replacing overhead electric infrastructure with underground electric infrastructure as a long-term improvement to reliability for the Waseca community. Improvements in our substation infrastructure have been made and continue. Community wide electric outages have been reduced over the years. Line crew response times to repair outages are excellent, by any standard. Community aesthetics and safety have also improved. Most of this work has been accomplished internally with our own line crew and utility equipment. These internal efforts save the utility and the rate payer significant amounts of money (estimated at over \$150,000 in 2021) and create improved efficiencies in all operations aspects.

The attached capital funding charge Resolution 67 (from 2020) is a reminder that year two of this charge will begin with the utility bills due April 15, 2022.

**RECOMMENDATION:** Council adoption of the proposed Electric Utility Rates 2022 through the attached Resolution 21-65.

**RESOLUTION NO. 21-65**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
SETTING ELECTRIC RATES**

**WHEREAS**, The Waseca City Council establishes electric rates by resolution; and

**WHEREAS**, electric rates have been reviewed in light of the budgetary needs for the electric utility; and

**WHEREAS**, the need exists to address existing security rental light rates as a result of conversion to LED bulbs/fixtures; and

**WHEREAS**, electric rates for City of Waseca utility accounts are being reduced to better reflect our wholesale power costs;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Waseca that the electric rates shall be amended as set forth in Attachment A.

This resolution shall become effective upon its passage without publication.

This rate structure will be implemented effective with all electric charges payable and due on each Electric Utility account bill due February 15, 2022.

Adopted this 21<sup>st</sup> day of December, 2021.

---

R.D. SRP  
MAYOR

ATTEST:

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**City of Waseca Electric Rates**  
**Current and 2022 Proposed**

Attachment A

	<b><u>CURRENT</u></b>	<b><u>PROPOSED</u></b>
<b><u>RESIDENTIAL ELECTRIC, ELECTRIC HEAT</u></b>		
Customer charge per month	\$8.50	\$8.50
Consumption for October through May: (Bill Due 11-15 to 6-15)	\$0.110	\$0.110
Consumption for June through September: (Bill Due 7-15 to 10-15)	\$0.124	\$0.124
<b><u>COMMERCIAL GENERAL SERVICE - &lt; 50 kW</u></b>		
Customer charge per month	\$16.89	\$16.89
Consumption for October through May: (Bill Due 11-15 to 6-15)	\$0.119	\$0.119
Consumption for June through September: (Bill Due 7-15 to 10-15)	\$0.124	\$0.124
<b><u>MID-COMMERCIAL POWER SERVICE - 50 kW to 150 kW</u></b>		
Customer charge per month	\$22.09	\$22.09
Consumption for October through May: (Bill Due 11-15 to 6-15)	\$0.068	\$0.068
Consumption for June through September: (Bill Due 7-15 to 10-15)	\$0.070	\$0.070
Demand Charge per kW	\$12.15	\$12.15
<b><u>LARGE COMMERCIAL POWER SERVICE - &gt; 150 kW</u></b>		
Customer charge per month	\$46.77	\$46.77
Consumption for October through May: (Bill Due 11-15 to 6-15)	\$0.060	\$0.060
Consumption for June through September: (Bill Due 7-15 to 10-15)	\$0.062	\$0.062
Demand Charge per kW	\$13.10	\$13.10
<b><u>CITY BLDGS,PARK LGHTNG</u></b>		
Customer charge per month	\$8.50	\$8.50
Consumption for January through December: (Bill Due All Months)	\$0.108	\$0.084
<b><u>COLONY COURT SPECIAL HEAT RATE - CLOSED</u></b>		
Customer charge per month	\$16.89	\$16.89
Electric Heat for December through May: (Bill Due 12-15 to 5-15)	\$0.074	\$0.074
Partial Electric Heat for Dec. through May: (Bill Due 12-15 to 5-15)	\$0.103	\$0.103
Billed Commercial General service rate on bills due 6-15 to 11-15		
<b><u>SECURITY LIGHT RENTALS</u></b>		
150-175 Watt HPS	\$12.25	\$12.25
250 Watt HPS	\$18.35	\$15.25
400 Watt HPS	\$26.95	\$20.25
1,000 Watt HPS	\$42.25	\$42.25
12 Watt LED - bulb only	-	\$1.00
54 Watt LED	-	\$6.25
82 Watt LED	-	\$7.25
191 Watt LED	-	\$15.25
238 Watt LED	-	\$19.00
<b><u>LOAD CONTROL CREDIT</u></b> (Shall not exceed monthly electric billed amount)		
Appears on bills due 6-15, 7-15, 8-15, & 9-15:		
Residential Air conditioner	\$8.00	\$8.00
Commercial Air conditioner - One A/C	\$20.00	\$20.00
Commercial Air conditioner - Two or more A/C	\$28.00	\$28.00
Appears on bills year round:		
Residential & Commercial water heater	\$4.00	\$4.00
<b><u>STREET LIGHT CUSTOMER CHARGE</u></b>		
All customer classes	\$3.10	\$3.10

Notes:

Only highlighted rates reflect a change in 2022.

Electric rates effective with bill due **February 15, 2022** (consumption from mid-December to mid-January).

<b>Title:</b>	APPROVE DOG PARK DONATION – DOG WASTE STATIONS AND MEMORIAL BENCH		
<b>Meeting Date:</b>	12-21-2022	<b>Agenda Item Number:</b>	<b>6G</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>	
<b>Originating Department:</b>	Park Department	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	Proposed Action: Motion to accept the donation from Furry Friends of Waseca/Hiawatha Valley RC & D for the purchase of dog waste stations, dog waste bags, and memorial bench for the Boyce Family.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** Furry Friends of Waseca has donated funds to the Dog Park project for the purchase of (4) dog waste stations, dog waste bags, and the cost of materials for a memorial bench. Bench materials include site prep materials, concrete, 6' bench, and memorial plaque. The bench is a Premier Polysteel product, designed with a durable poly-vinyl metal frame and UV protective coating.

Total Donation: \$1,820.00

**BUDGET IMPACT:** City staff will install the dog waste stations. City staff will also prep, pour/finish the concrete slab, install the bench and plaque, as well as complete any necessary landscaping. There are no budget impacts other than staff labor.

**ALTERNATIVES CONSIDERED:**

**RECOMMENDATION:** Staff recommends the Waseca City Council accept the donation from Furry Friends of Waseca/Hiawatha Valley RC & D.

**RESOLUTION NO. 21-61**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
APPROVING THE CITY FINAL 2021 CITY OF WASECA  
TAX LEVY COLLECTIBLE IN 2022**

**WHEREAS**, the City of Waseca, State of Minnesota, requires Property Tax to provide needed and necessary services to the citizens of the City of Waseca; and

**WHEREAS**, the preliminary tax levy was adopted September 21, 2021 by the Waseca City Council; and

**WHEREAS**, the City Council has reviewed budget requests from various departments of the City and has made a determination of the Property Tax required to support city operations for the Calendar Year 2022; and

**WHEREAS**, State law requires adoption of the 2022 final City of Waseca tax levy by December 28, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca, Waseca County, Minnesota, that the following sums of money are proposed to be levied for the current year, collectible in 2022 upon the taxable property in said City of Waseca for the following purposes:

**Distributed Based on Tax Capacity**

General Fund	\$ 2,922,844
Tax Abatement	77,810
Capital Funding	<u>1,484,907</u>
General Levy Total	\$ 4,485,561

**Debt Service Levy**

Wastewater Public Facilities	
Authority (PFA) loan	181,267
7 <sup>th</sup> Avenue Bonds	155,300
Public Safety Building Bonds	150,800
Northeast Park	74,075

**Distributed Based on Market Value (Passed Through Referendum)**

Water Park	107,400
<b>Total City Levy</b>	<b><u>\$ 5,154,403</u></b>

**BE IT FURTHER RESOLVED** that the Records Secretary is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Waseca County, Minnesota, as required by law.



Adopted this 21<sup>st</sup> day of December, 2021.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**RESOLUTION NO. 21-62**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
ADOPTING THE 2022 ANNUAL CITY BUDGET**

**WHEREAS**, the City Council of the City of Waseca has reviewed the proposed annual governmental and enterprise budgets, as submitted by the City Manager; and

**WHEREAS**, the City Council has reviewed said proposed governmental and enterprise budgets to provide for all necessary governmental services.

**NOW, THEREFORE, BE IT RESOLVED** the annual budget of the City of Waseca for the fiscal year beginning January 1, 2022, which has been submitted by the City Manager, is hereby adopted, the totals of said budget and the major divisions are summarized as set forth in the exhibit which is attached hereto and incorporated herein by reference.

Adopted this 21<sup>st</sup> day of December, 2021.

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R. D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**RESOLUTION NO. 21-63**  
**A RESOLUTION OF THE WASECA CITY COUNCIL**  
**APPROVING THE FINAL CITY OF WASECA ECONOMIC**  
**DEVELOPMENT AUTHORITY TAX LEVY**  
**COLLECTIBLE IN 2022**

**WHEREAS**, the City of Waseca Economic Development Authority, State of Minnesota, requires Property Tax to provide needed and necessary services to the citizens of the City of Waseca; and

**WHEREAS**, the preliminary tax levy was adopted September 21, 2021 by the Waseca City Council; and

**WHEREAS**, the City Council has reviewed budget requests from the EDA and has made a determination of the Property Tax required to support EDA operations for the Calendar Year 2022; and

**WHEREAS**, State law requires adoption of the 2021 final City of Waseca tax levy by December 28, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca, Waseca County, Minnesota, that the following sum of money is proposed to be levied for the current year, collectible in 2022 upon the taxable property in said City of Waseca for the following purposes:

<b>Economic Development Authority Levy</b>	<b><u>\$ 92,604</u></b>
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**BE IT FURTHER RESOLVED** that the Records Secretary is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Waseca County, Minnesota, as required by law.

Adopted this 21<sup>st</sup> day of December, 2021.

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R. D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**RESOLUTION AMENDING CITY OF WASECA  
BUDGET FOR CALENDAR YEAR 2021**

**WHEREAS**, the budget is intended as a guide for revenues and expenditures; and

**WHEREAS**, it is important that we have an accurate tracking of our revenues and expenditures;

**NOW THEREFORE, BE IT RESOLVED** that the recitals set forth above are incorporated herein.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Mayor and Council of the City of Waseca hereby approve that the 2021 Budget of the City of Waseca for the calendar year beginning January 1, which has previously been adopted by the City Council is hereby amended as follows:

Account Number	Description	Original Budget	Increase / (Decrease)	Amended Budget	Reason
101-41110-4450	Community / Special Projects	25,500	(15,925)	9,575	Decrease due to not spending Vision 2030
101-41110-4455	Community Enhancements	15,925	15,925	31,850	Increase Community Enhancement funding
601-49593-5300	Improvements	405,000	1,345,000	1,750,000	Increase due to Brown Ave Water Main Project and West Interchange/Water Tower Development Exploration
601-49593-5400	Machinery	-	9,300	9,300	Increase Water Tower Equipment
430-43010-3102	Seal Coating	100,000	(31,376)	68,624	Decrease due to savings on Seal Coating
430-43010-3103	Street Enhancements	75,000	21,732	96,732	Increase due to more Street Enhancements
430-43010-5245	Public Works 511 2nd St SW	55,000	16,000	71,000	Increase due to increased parking lot costs
430-43010-5260	Aquatic Center	-	60,000	60,000	Increase due to maintenance projects
430-43010-5320	Parks	10,000	78,621	88,621	Increase due to Dog Park Construction

430-43010-5430	Safe Routes to School	-	350,000	350,000	Increase due to Hwy 13 school Crossing
430-43010-5560	City Portion CIP - Streets	550,000	11,000	561,000	8th St SE Engineering Services
430-43010-5770	City Hall Facility	220,000	(160,000)	60,000	Decrease due to project not moving forward
430-43010-5786	Downtown Sidewalk	30,000	(20,450)	9,550	Decrease due to project not moving forward
430-33100-0000	Federal grant	-	160,000	160,000	Increase due to Grant funds from the Hwy 13 School Crossing
430-33400-0000	State Grant	-	112,000	112,000	Increase due to Grant funds from the NE Trail Grant

Adopted this 21<sup>st</sup> Day of December 2021.

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ROY D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

<b>Title:</b>	RESOLUTION 21-59 AUTHORIZING THE CITY'S COST PARTICIPATION RATE FOR THE WASECA COUNTY CSAH NO. 2 (BROWN AVE) CONCRETE PAVEMENT REHABILITATION PROJECT (CITY PROJECT NO. 2022-08)		
<b>Meeting Date:</b>	December 21, 2021	<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 21-59 Project Location Map Cost Participation Policy
<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 adopt Resolution 21-59 authorizing the City's cost participation rate for the Waseca County CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08).		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating High Quality Community Assets		

**BACKGROUND:** In September of 2021, City staff was informed that Waseca County was planning a 2022 concrete rehabilitation project along CSAH No. 2 (Brown Avenue). Please see the attached map for details on the project location. The scope of this project primarily involves repair and replacement of the existing concrete pavement in order to extend its useful life. Required ADA sidewalk ramp improvements will also be completed. There will be no utility work associated with this project.

When County roadway projects occur within City limits, the City is responsible for a portion of the project cost as stated in the Waseca County Cost Participation Policy (attached). Typically, that policy results in a City cost share of approximately 40%. In lieu of that policy, a project specific cost share percentage of 25% has been negotiated. This reduced percentage is due, in part, to the irregular City boundary along portions of this project. It was also reduced in order to limit the impact to the City's capital improvement budget, which had already been tentatively set for 2022.

To reduce the impacts to the 2022 budget, the County has also offered the following alternative cost share scenario: the County would cover the full cost of the project in 2022 and wait until 2023 to invoice the City for their share. However, with this scenario the cost share percentage would be increased to 30%.

Two resolutions (one for each scenario) have been prepared for Council consideration. Since it results in a lower total cost to the City, staff recommends the Council approve the 25% cost share scenario.

**BUDGET IMPACT:** Because it was not made known to City staff until September, this project was not included in the original 2022 capital improvement budget. Therefore, the 2022 budget will need to be amended to include this project. The City is not seeking additional funding for this project, but will instead make adjustments to the 5-year capital improvement plan to compensate.

The County's estimated project construction cost is approximately \$855,000 with engineering costs estimated at \$145,000. At 25%, the City's total estimated cost share for this project is \$250,000. At 30%, the City's estimated share is \$300,000. If approved, this project would be funded through the capital street improvement fund.

**RECOMMENDATION:** Staff recommends the Waseca City Council adopt Resolution 21-59 authorizing the City's cost participation rate for the Waseca County CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation Project (City Project No. 2022-08).



# Project Location Map: CSAH No. 2 Concrete Pavement Rehabilitation





# **WASECA COUNTY HIGHWAY DEPARTMENT**

**COST PARTICIPATION POLICIES  
APPLICABLE  
TO  
COOPERATIVE HIGHWAY PROJECTS  
BETWEEN  
WASECA COUNTY AND OTHER AGENCIES**

**Adopted by the Waseca County Board of Commissioners on March 18, 2014**

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# **WASECA COUNTY**

## **DEPARTMENT OF PUBLIC WORKS**

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### **COST PARTICIPATION POLICIES APPLICABLE TO COOPERATIVE HIGHWAY PROJECTS BETWEEN WASECA COUNTY AND OTHER AGENCIES**

#### **I. PURPOSE**

To establish policies for determining the cost participation to be used by Waseca County in funding cooperative construction projects with other agencies.

#### **II. SCOPE**

The establishment of cost policy is consistent with Minnesota Statutes, Sections 162.17, 373.01, 471.59 and Amendments.

#### **III. GENERAL POLICIES**

- A. The basic premise is that the County pays for costs peculiar to County needs and municipalities pay for costs peculiar to municipal or local needs. The policy does not list every possible work item. The County Engineer will negotiate the cost participation for unlisted items on a case by case basis. This policy may not be applicable in every scenario and the cost sharing rate for any item, including those listed in this policy, may be amended through mutual agreement between the County and the cooperating agency.
- B. The County may limit its participation to items eligible for reimbursement with County State Aid Highway (CSAH) funds, notwithstanding the specific policies contained in this document. However, the County will not request CSAH funds for project costs assigned to the municipality as a result of the approved cooperative construction agreement, in order not to preclude the municipality from using its Municipal State Aid funds for those project costs.
- C. Two categories of construction projects are defined in State Aid Operations Chapter 8820. They are "reconstruction" and "reconditioning." This cost participation policy addresses both "reconstruction" and "reconditioning" projects.

#### IV. DEFINITIONS

Contributing Flow: A storm sewer procedure that considers that each agency participates in proportion to its share of the design discharge for each section of sewer between inflow points. This method is used by the Minnesota Office of State Aid on all projects except where federal participation is anticipated.

Cost Participation Ratio: The Cost Participation Ratio shall be based on the calculated percentages of the participating agencies contract item costs. The items generally include the following: the road section including pavement and aggregate base materials, the shoulders and parking lanes, medians, curb and gutter, subsurface roadway drainage, and sidewalks and trails. The Cost Participation Ratio is likely to change from the engineers estimate, to the bid opening, to the final contract amounts. The final Cost Participation Ratio will be based on the final contract amounts.

Example: The County share of the project's final construction costs is 50% of the total and the municipal share is the remaining 50%. The cost participation ratio for the affected work items would be 50% to the county and 50% to the municipality. This example does not include municipal utility work items. The municipal utility work items, if any, change the lump sum items cost participation ratio.

County: Waseca County.

County Engineer: The County Engineer of Waseca County or a designated representative.

Lump Sum Item Cost Participation Ratio: Several standard bid items are lump sum items. These bid items have a shared benefit to all portions of the project work. An example is mobilization. Example: There is a lump sum bid item of \$100,000 for mobilization. Municipal utility work items add \$500,000 to a \$1,500,000 reconstruction project. The cost participation ratio is 50% to each party as the final construction costs, not including municipal utility work items, are \$750,000 for each party. The \$500,000 of utility work increases the municipal share to \$1,250,000. This increases the lump sum item cost participation ratio to 62.5% for the municipality.

The municipality is responsible for \$62,500 of the \$100,000 of mobilization in this example.

Municipality: Any municipality or township within Waseca County.

Peak Discharge: A storm sewer method that considers that each agency's share is the ratio of its peak discharge through each section of sewer between inflow points to the summation of peak discharge for all agencies participating in the section of sewer between inflow points.

Permanent Traffic Signal: A traffic control signal system normally consisting of metal signal poles with mast arms, signal heads, street lights, and underground electrical systems with conduit, cable and handhole installations.

Storm Sewer: A drainage system usually consisting of one or more pipes connecting two or more catch basins. The purpose is to convey surface runoff water from the catch basins to an acceptable outlet.

Street Lighting: All components normally installed for the purpose of street illumination. This includes intersection, corridor, and trail lighting.

Standard Specifications: Minnesota Department of Transportation Standard Specification for Construction, latest edition and/or supplement thereto.

State Aid Manual: Manual published by the Minnesota Department of Transportation outlining State Aid policies and procedures.

State Aid Operations Chapter 8820: Manual published by the Minnesota Department of Transportation outlining eligible items and defining terms.

State Highway: A highway under jurisdiction of the State of Minnesota.

Trunk Line: Main conveyor of storm sewer system.

Utilities: Water, heating, electric, storm sewer, gas, sanitary, telephone, cable TV, telegraph, street lighting, fiber optics, etc.

## V. ROADWAYS

The County's participation in construction projects, as defined in State Aid Operations Chapter 8820, will be as follows:

### A. RIGHT-OF-WAY

1. Right-of-way, permanent roadway easement, slope easement, drainage easement and temporary construction easement for County highways will be on a case by case basis and negotiated by the County Engineer
2. The County's percentage of participation in retaining walls constructed, sometimes in lieu of additional right-of-way investments, will be on a case by case basis and negotiated by the County Engineer.
3. Right-of-way required for wetland mitigation and for surface water retention basins will be on a case by case basis and negotiated by the County Engineer.

A. CLEARING AND GRUBBING, EROSION CONTROL, AND ESTABLISHING VEGETATION - The County participation is the project Cost Participation Ratio.

B. GRADING – ROADWAY - The Municipality pays for the parking lane width defined in D.2. The County pays for the rest of the grading. The limits of the grading are the offset lines behind the curb and gutter where earthwork is removed for the placement of aggregate base.

GRADING – BEYOND THE ROADWAY – The County participation is determined by the Cost Participation Ratio. The limits of the grading are outside the offset lines behind the curb and gutter where earthwork is removed for the placement of aggregate base.

### D. BASE AND SURFACING

1. The County pays for the urban roadway dimensions shown in the then current State Aid standards. The February 2013 State Aid standards are in 8820.9936. An example for the less than 10,000 ADT traffic category follows: This is with a design speed of 30 to 40 mph. This is two (eleven) foot lanes, and two (two) foot curb reaction distances. The combined lane widths and curb reaction distances are 26' in this example. The County cost participation for the curb and gutter is 100%.
2. The County participation for the parking lane width not included in the area of work previously defined in D.1. is 0%. An example is 7' of municipal parking lane. The municipal cost participation is for the 7' of parking lane pavement, aggregate base, and grading.
3. The Municipality shall be responsible for 100% of the additional costs of base and surfacing to update from a rural design to an urban design. An example is widening a road and adding curb and gutter.

- E. TURN LANES - The County participation for Turn lane Construction for a single parcel user adjacent to a county road is 0%. The County participation for turn lane construction on a county road to another public street shall be determined based on the traffic volume distribution or as mutually agreed upon.
- F. STORM SEWER -  
The County's participation is based on Chapter 5.5.2 Storm Sewer Construction Part C Approved Sharing Factors and Part D Sizing and Oversizing, or the current State Aid storm sewer cost participation methodology. The County's cost participation in permanent storm water treatment facilities such as ponds and infiltration basins shall be on a prorated basis as negotiated by the County Engineer and the Municipality.
- G. SIDEWALK AND TRAILS – The County participation is 0% of the pavement, aggregate, and removal. The County may identify the sidewalk or trail in a County comprehensive parks, trails, opens space plan, or some equivalent. If such a plan identifies a sidewalk or trail the County participation shall be based on the Cost Participation Ratio.
- H. CONCRETE CURB AND GUTTER – The County participation is 100%. This includes the concrete, aggregate, earthwork, and removal.
- I. PEDESTRIAN RAMPS – The County participation is based on the Cost Participation Ratio to update pedestrian ramps that are not in compliance with current ADA standards.
- J. CONCRETE CURB AND GUTTER AND SIDEWALK FOR MEDIANS – The County participation is 100%, except for median enhancements requested by the Municipalities beyond standard construction materials, examples are colored or stamped concrete. The additional costs of enhancements that exceed the standards shall be 100% the responsibility of the party requesting the enhancement. This is the additional costs above the cost to place standard construction materials.
- K. PAVED DRIVEWAY ENTRANCES (BASE AND SURFACING) - The County participation is the project cost participation ratio. The additional costs to widen or replace a driveway with different materials or to add an additional driveway shall be 100% the responsibility of the party requesting the changes. This is the additional costs above the cost to replace in kind.
- L. MUNICIPAL UTILITY RELOCATION OR RECONSTRUCTION – The County participation is 0%.
- M. PRIVATE UTILITY RELOCATION OR RECONSTRUCTION - The County participation is 0%.

## VI. TRAFFIC SIGNAL SYSTEM

The County's participation in traffic signal system projects will be as follows:

### A. TRAFFIC SIGNAL SYSTEM INSTALLATIONS -

Intersection of County Highway with City Street and/or Township Road (City or Township Location).

1. The County cost participation in the installation of a traffic signal will be proportional to the number of legs that are County highways (i.e. 2 of 4 entering legs are County highways, participation equals 50%).
2. The County cost participation in the furnishing of electrical power to a traffic signal will be 0%. Electrical power to be furnished by the City or Township.

3. The County cost participation in the maintenance of a traffic signal will be proportional to the number of legs that are County highways, unless otherwise stipulated by special agreement with the Minnesota Department of Transportation or other agency.
4. The County cost participation in any subsequent revisions, modifications, or updatings of a traffic signal originally installed in accordance with the provisions of this cost participation policy, even to the extent of complete reconstruction, will be borne in the same manner as the initial installation.

## **VII. BRIDGES**

The County's participation in bridge projects will be on a case by case basis and negotiated by the County Engineer.

## **VIII. STREET LIGHTING**

The County will participate in street lighting items on a case by case basis and it will be negotiated by the County Engineer. The County Safety Plan will determine the eligible intersections for County cost participation.

- X. **LANDSCAPING** - The County participation is 0% for new landscape items. The County cost of existing landscape items replaced due to construction will be based on the Cost Participation Ratio. Landscape items replaced due to municipal or private utility work will be 100% the utility owner's responsibility.

## **XI. ENGINEERING**

The County's participation in engineering includes design and contract administration costs. The municipality will reimburse the County an agreed (negotiated) percentage of the municipality's share of the contract construction cost for the Design and/or Contract Administration performed by the County. This will be on a case by case basis and negotiated by the County Engineer.

- XII. **LUMP SUM ITEMS** - The County participation is the lump sum item cost participation ratio.

## **XIII. INVOICE AMOUNT COMPUTATION**

The cost participation ratios will originally be based on the estimated unit prices and quantities. The ratios may be updated after bids have been received and a contract is awarded. The final ratios will be updated based on final quantities and price adjustments upon completion of construction. The ratios will be calculated by the County Engineer. The County will invoice the Municipalities no more than monthly during the project's duration. Municipalities will remit payment for the invoices within 30 days of receipt.





**RESOLUTION NO. 21-59**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
AUTHORIZING THE CITY'S COST PARTICIPATION RATE FOR THE WASECA COUNTY  
CSAH NO. 2 CONCRETE PAVEMENT REHABILITATION PROJECT  
(CITY PROJECT NO. 2022-08)**

**WHEREAS**, Waseca County intends to complete concrete pavement rehabilitation work along County State Aid Highway (CSAH) No. 2 (Brown Avenue) in 2022 through the CSAH No. 2 Concrete Pavement Rehabilitation Project; and

**WHEREAS**, the City participates in a share of the cost of Waseca County highway improvement projects that are located within City limits in accordance with the current Waseca County Cost Participation Policy; and

**WHEREAS**, the cost participation policy allows for amendments to be made through mutual agreement; and

**WHEREAS**, the City of Waseca and Waseca County have agreed to a City cost participation rate for the costs related to this project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waseca agrees to pay Waseca County twenty-five percent (25%) of the construction and engineering costs associated with the CSAH No. 2 Concrete Pavement Rehabilitation Project.

Adopted this 21<sup>st</sup> day of December 2021.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**RESOLUTION NO. 21-59**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
AUTHORIZING THE CITY'S COST PARTICIPATION RATE FOR THE WASECA COUNTY  
CSAH NO. 2 CONCRETE PAVEMENT REHABILITATION PROJECT  
(CITY PROJECT NO. 2022-08)**

**WHEREAS**, Waseca County intends to complete concrete pavement rehabilitation work along County State Aid Highway (CSAH) No. 2 (Brown Avenue) in 2022 through the CSAH No. 2 Concrete Pavement Rehabilitation Project; and

**WHEREAS**, the City participates in a share of the cost of Waseca County highway improvement projects that are located within City limits in accordance with the current Waseca County Cost Participation Policy; and

**WHEREAS**, the cost participation policy allows for amendments to be made through mutual agreement; and

**WHEREAS**, the City of Waseca and Waseca County have agreed to a City cost participation rate for the costs related to this project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waseca agrees to pay Waseca County thirty percent (30%) of the construction and engineering costs associated with the CSAH No. 2 Concrete Pavement Rehabilitation Project.

**BE IT FURTHER RESOLVED**, that payments for the City of Waseca share of the project costs will be made to Waseca County on, or after, January 1, 2023.

Adopted this 21<sup>st</sup> day of December 2021.

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R.D. SRP  
MAYOR

ATTEST:

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MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

<b>Title:</b>	Marketplace Grant Application		
<b>Meeting Date:</b>		<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 type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Grant Writing Proposal
<b>Originating Department:</b>	Administration	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Leveraging Economic Development Assets		

**BACKGROUND:** The City has been working with Southwest Minnesota Housing Partnership (SWMHP) to attempt to develop residential and commercial space on the Marketplace site, located between the High School and Walmart. SWMHP is asking the City to hire them to write a grant that would assist in the development of apartments on this site. If the grant application is successful, SWMHP would reimburse the City for their investment. The City would also need to make a local match to this grant application, and SWMHP is proposing that the City accomplish this through contribution of the land and tax abatement once the project is completed. Staff will be presenting this information during the work session before the Council Meeting.

**BUDGET IMPACT:** The proposal has a not-to-exceed cost of \$2,500 plus mileage.

**ALTERNATIVES CONSIDERED:** Attempting to write a grant in house was briefly considered. Given staff's lack of experience with this type of grant, as well as upcoming staff turnover, this was not judged as a desirable option.

**RECOMMENDATION:** Approve the SWMHP proposal for grantwriting services.

**PROPOSAL FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE CITY OF WASECA AND THE  
SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**

**THIS CONTRACT** for Professional Services is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Waseca (hereinafter the “City”) and the Southwest Minnesota Housing Partnership (hereinafter the “SWMHP”). In consideration of the mutual covenants and agreements contained herein, the City and the SWMHP agree as follows:

**WHEREAS**, the SWMHP will provide certain professional services to the City, and

**WHEREAS**, the SWMHP is willing to provide these professional services for the City in accordance with the provisions of this agreement; and,

**NOW, THEREFORE**, the parties do hereby mutually agree in consideration of the mutual covenants contained herein as follows:

The SWMHP agrees to provide the following services, at the request of the City:

- A. **Grant Writing** – The SWMHP will prepare a grant application on behalf of the City for use in seeking financial assistance from the Minnesota Housing Finance Agency (MHFA) under the Workforce Housing Grant Program.

1. Payment For Services. The City hereby agrees to pay the SWMHP in the following manner:

- A. **Grant Writing** – The City hereby agrees to pay the SWMHP a rate of \$85.00 per hour, not to exceed \$2,500. If the City is awarded grant funds from MHFA and the grant funds are expended, SWMHP will reimburse the City for the grant writing services at time of the issuance of the Certificate of Occupancy.

Mileage will be reimbursed at the current Federal Rate.

The SWMHP will invoice the City on a monthly basis.

2. Covenants and Representations by the City. The City covenants and represents that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions of this Agreement, do not and will not conflict with or result in a breach of any of the term or conditions of any restrictions contained in any agreement or any instrument to which the City is now a party or by which it is bound.

3. Covenants and Representation of the SWMHP. The SWMHP covenants and represents that it is a non-profit corporation, duly organized and existing under the laws of the State of Minnesota and is duly authorized to conduct its activities in the State of Minnesota, has the power to enter into this Agreement, and has by proper action authorized the execution and delivery of this Agreement. The SWMHP further covenants and represents that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereby do not and will not conflict

with or result in the breach of any of the terms or conditions of any restriction contained in any agreement or instrument to which the SWMHP is now a party or by which it is bound or, and do not and will not constitute a default under any of the foregoing.

4. **Termination.** **This Agreement shall remain in effect for three years from the date hereof.** This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice to the other party. In the event that a petition in bankruptcy is filed by or against either the SWMHP, or in the event that either shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may immediately terminate this Agreement without notice, but prompt advice of such action shall be given to the other party. In the event of a termination the SWMHP shall receive compensation for services provided prior to the date of such termination.
5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.
6. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper addresses and indicated below. Any party may, by written notice given to the other party designate any address or addresses to which notices, certificates or other communications to them should be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

**City of Waseca**

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

**SWMHP:**

Southwest Minnesota Housing Partnership  
Attn: Chief Executive Officer  
2401 Broadway Ave  
Slayton, MN 56172

7. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
8. **Captions.** The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.
9. **Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon the City and the SWMHP and their respective successors and assigns until this Agreement is terminated.
10. **Amendment or Waiver of this Agreement.** This Agreement and every part hereof may not be waived or amended except by a writing executed by the City and the SWMHP.

11. Assignments. This Agreement shall inure to the benefit of and constitute a binding obligation upon the SWMHP and the City, and their respective successors and assigns, provided that neither party assign this Agreement or any of its duties hereunder without the prior written consent of the other party.
12. Conflict of Interest. The SWMHP will identify, disclose and remove itself from any inspection or consulting activities pertaining to properties owned, managed or controlled by the SWMHP or its affiliate companies or organizations. The City will be solely responsible for ensuring that qualified services are available, in a timely manner, to those identified properties.
13. Independent Contractor. For the purposes of this Contract, the SWMHP shall be deemed an independent contractor and not an employee of the City and all employees of the SWMHP or other persons while engaged in the performance of any work or services required by the SWMHP under this Contract, shall not be considered employees of the City.
14. Liability. It is agreed that the City shall defend and save the SWMHP harmless from any claims, demands, actions, or causes of action, damages, costs (including attorneys' fees) arising out of any act or omission on the part of the City, its agents, servants or employees in performance of, or with relation to any of the work or services provided or furnished by the SWMHP under the terms of this Contract.

**IN WITNESS WHEREOF**, the parties hereunto have executed this Proposal for Development Services the day and year first above written.

**SOUTHWEST MINNESOTA  
HOUSING PARTNERSHIP**

**CITY OF WASECA**

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

**Its: Chief Executive Officer**

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

**Its: City Manager**

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

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