REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 17, 2023, 7:00 PM
AGENDA

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT

Those wishing to speak must state their name and address for the record. 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
   A. Conagra Presentation- Presenters: Plant Manager- Jeff Kraimer, Director Environmental Management-Adam Platt and Team Leader Environmental Health-Samantha Ruger.

6. CONSENT AGENDA
   A. Minutes: Council Meeting – January 3, 2023
   B. Payroll & Expenditures
   C. Resolution 23-02, MnDOT Delegated Contract Process (DCP) Agreement
   D. O'Connor Airport Land Lease Agreement
   E. Resignation of Mike Tate from the Planning Commission
   F. Resignation of Tom Glaser from the Planning Commission as well as the Planning Commission's Heritage Preservation Committee Representative.

7. ACTION AGENDA
   A. City Council Board/Commission 2023 Appointments
   B. Resolution 23-03, Warehouse Storage Variance Parcel A & D
   C. Resolution 23-04, Warehouse Storage Variance Parcel B & C
   D. Approval of Law Enforcement Labor Services (LELS) Union Contract 2023-2025 and Letter of Agreement (LOA)
   E. Motion authorizing the ordering of the Waseca Fire Department tanker to replace the 1977 tanker (#522).
   F. Final Payment for the Sanitary Sewer Lining Project (City Project 2022-11)
   G. Authorize Request for Proposals (RFP) for 8th Ave NE Project (City Project 2024-01)
   H. Cogeneration and Small Power Production Tariff (Solar Electric Rates)

8. REPORTS
   A. Interim City Manager's Report
   B. Commission Reports

9. ANNOUNCEMENTS

10. ADJOURNMENT

5A

CONAGRA™

• BRANDS •

City of Waseca Wastewater Discussion

January 2023

Introduction

- New 245,000 SF plant in 2022
- Process 120 million lbs of corn, 45 million lbs of peas, 20 million lbs of rice
- 119 FT, 200 PT employees
- Wastewater treatment located separately from facility
  - Land apply wastewater in area

Proposal

- Investigate possibility of increasing production from seasonal to year-round.
- Requires new wastewater system with continuous discharge.
- BIRDS EYE is proposing expand pre-treatment and connect to Waseca's POTW.
- BIRDS EYE pretreats wastewater to domestic strength, then discharge to City of Waseca POTW.
  - City allocates available flow, BOD, TSS capacity.
  - Conagra invests in a pretreatment system.
  - Goal is building BIRDS EYE Pretreatment Systems so that no upgrades are requires at Waseca's POTW.

Proposal

- BIRDS EYE becomes an “Industrial User” and require permit from City of Waseca.
- Conagra pays industrial user fees to City of Waseca.
- Low chloride concentration from BIRDS EYE reduces combined City POTW effluent concentration.

Questions - Discussion

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 3, 2023, 7:00 P.M.

CALL TO ORDER/SWEARING IN OF NEW COUNCILMEMBERS

1. A. The Regular Waseca City Council Meeting was called to order by Interim City Manager Carl Sonnenberg at 7:00 p.m.
   B. Interim City Manager gave the Oath of Office to the newly elected Councilmembers; Daren Arndt, Jeremy Conrath and James Ebertowski.

ELECTION OF MAYOR PRO TEMPORE

2. Motion to elect Jeremy Conrath as Mayor Pro Tempore was made by Arndt, seconded by Schroeder. Motion carried 6-0.

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

4.

Councilmembers Present:	Daren Arndt	Mark Christiansen
	Jeremy Conrath	James Ebertowski
	John Mansfield	Stacey Schroeder
Councilmembers Absent:	Mayor Elect-Randy Zimmerman	
Staff Present:	Carl Sonnenberg, Interim City Manager	

APPROVAL OF AGENDA

5. The Interim City Manager added an amended Payroll and Expenditure to the agenda. Motion to approve agenda as amended was made by Schroeder, seconded by Mansfield. Motion carried 6-0.

PUBLIC COMMENT

6. Michelle Oswald, 916 3rd Ave SE; Wanted to share information on the Gaiter Lake development project and to make sure that the new council is aware of the past discussion and her desire to have a disc golf course on the property.

REQUESTS AND PRESENTATIONS

7. None.

CONSENT AGENDA

8. Motion to approve agenda was made by Schroeder, seconded by Mansfield. Motion carried 6-0.

ACTION AGENDA

9. Motion to approve Resolution 23-01: Acquisition of Real Property was made by Mansfield, seconded by Arndt. Motion carried 6-0.

REPORTS

10.

A. Interim City Manager's Report:
   1. A Grant in the amount of $102,297 from the Minnesota Employment and Economic Development was made to the old Corcorans building. Warehouse Storage LLC aka GT Express requested the grant as a pass-through grant.

B. Fire Relief, presented by Conrath:
   1. Fire Relief would like for Councilmembers to attend their annual meeting at the Public Safety Building after the next Council Meeting.

C. Airport Board, presented by Conrath:
   1. Held the renaming of the Airfield to the Maynard Richard Stensrud Field on December 27th, 2022.

ANNOUNCEMENTS

11.

A. Councilmember Mansfield:
   1. Wanted to wish everyone a Happy New Year.

B. Councilmember Ebertowski:
   1. Wanted to wish everyone a Happy New Year and Hope everyone had a good Christmas.
   2. Thank you to everyone who voted for him. He is excited to be up there and hopes he does a good job.

C. Councilmember Schroeder:
   1. Welcomed Councilmember Ebertowski.

D. Mayor Pro Tem Conrath:
   1. Welcomed Councilmember Ebertowski and all the newcomers.
   2. Thank you for electing him to Mayor Pro Tem.
   3. Happy New Year.

ADJOURNMENT

12. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 7:26 p.m., seconded by Mansfield. Motion carried 5-0. (Nay Ebertowski in support of Alan Rose).

_____
RANDY L. ZIMMERMAN
MAYOR

_____
JULIA HALL
CITY CLERK

6B

LIST OF EXPENDITURES

January 17, 2023

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City Council	0.00	
Streets	31,035.32	
Parks	11,636.01	
Wastewater	8,701.58	
Utility Administration	5,121.36	
Utility Offices	7,893.36	
Electric	15,331.43	
Water	6,664.57	
Building and Code Compliance	3,007.71	
Police	63,201.99	
Administration	3,034.69	
Community Aides	255.64	
Fire	8,844.32	
Paid On Call Fire Department	4,235.18	
PEG	252.38	
Election Judges	0.00	
Finance	9,662.23	
Connections	3,150.11	
Community Development	2,187.06	
Engineering	16,393.04	
Recreation	2,415.64	
Econ Development	7,626.58	
Total Gross Payroll	210,650.20	
*Less- Payroll Deductions	(71,515.05)	
Net Payroll Cost		$ 139,135.15

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
January 4, 2023-January 12, 2023
Includes check #'s 158840-158886
Bank ACH Withdrawals……..…… 889,005.91

GRAND TOTAL EXPENDITURES $ 1,028,141.06

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
01/10/2023	12309	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 1/8/2023	101-21701-0000	19,033.22	M
Total 101217010000:					19,033.22	
01/10/2023	12304	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 1/8/2023	101-21702-0000	9,136.02	M
01/10/2023	12305	MN Department of Revenue	GARNISHMENT Pay Period: 1/8/2023	101-21702-0000	524.05	M
Total 101217020000:					9,660.07	
01/10/2023	12309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/8/2023	101-21703-0000	8,359.85	M
01/10/2023	12309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/8/2023	101-21703-0000	8,846.66	M
Total 101217030000:					17,206.51	
01/10/2023	12306	Public Employees Retirement Assn (ACH	adj	101-21704-0000	.03	M
01/10/2023	12306	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 1/8/2023	101-21704-0000	1,356.06	M
01/10/2023	12306	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 1/8/2023	101-21704-0000	8,814.48	M
01/10/2023	12306	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 1/8/2023	101-21704-0000	7,797.49	M
01/10/2023	12306	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 1/8/2023	101-21704-0000	8,814.48	M
01/10/2023	12306	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 1/8/2023	101-21704-0000	11,696.20	M
Total 101217040000:					38,478.74	
01/10/2023	158840	IBEW	IBEW UNION DUES Pay Period: 1/8/2023	101-21707-0000	282.47	
01/10/2023	158841	IUOE Local #70	FIRE UNION DUES Pay Period: 1/8/2023	101-21707-0000	51.00	
01/10/2023	158841	IUOE Local #70	IUOE UNION DUES Pay Period: 1/8/2023	101-21707-0000	451.50	
01/10/2023	158842	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 1/8/2023	101-21707-0000	202.50	
01/10/2023	158842	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 1/8/2023	101-21707-0000	742.50	
Total 101217070000:					1,729.97	
01/10/2023	158845	MN Life	Bruder Jan Cobra	101-21710-0000	24.75	
01/10/2023	158845	MN Life	LIFE INSURANCE MN Pay Period: 1/8/2023	101-21710-0000	1,064.25	
01/10/2023	158845	MN Life	LIFE INSURANCE MN Pay Period: 1/8/2023	101-21710-0000	735.45	
01/10/2023	158845	MN Life	Dodson Jan Cobra	101-21710-0000	44.10	
01/10/2023	158845	MN Life	Gedicke Jan Cobra	101-21710-0000	23.30	
01/10/2023	158845	MN Life	Schult Jan Cobra	101-21710-0000	50.20	
01/10/2023	158845	MN Life	Youngberg Jan Cobra	101-21710-0000	16.50	
01/10/2023	158845	MN Life	Conway Adj	101-21710-0000	1.30-	
01/10/2023	158845	MN Life	Harren Adj	101-21710-0000	1.30-	
01/10/2023	158845	MN Life	Huebl Adj	101-21710-0000	16.50	
01/10/2023	158845	MN Life	Morris Adj	101-21710-0000	1.30-	
01/10/2023	158845	MN Life	Moseley Adj	101-21710-0000	24.75	
01/10/2023	158845	MN Life	Sexton Adj	101-21710-0000	41.50-	
Total 101217100000:					1,954.40	
01/10/2023	12309	ACH Internal Revenue Service	MEDICARE Pay Period: 1/8/2023	101-21712-0000	2,779.52	M
01/10/2023	12309	ACH Internal Revenue Service	MEDICARE Pay Period: 1/8/2023	101-21712-0000	2,893.38	M
Total 101217120000:					5,672.90	
01/10/2023	12310	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 1/8/2023	101-21713-0000	1,450.00	M
01/10/2023	12310	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 1/8/2023	101-21713-0000	924.00	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217130000:					2,374.00	
01/10/2023	12308	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 1/8/2023	101-21714-0000	350.00	M
01/10/2023	12308	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 1/8/2023	101-21714-0000	597.42	M
Total 101217140000:					947.42	
01/12/2023	12319	Medsurety	Flex Reimbursement	101-21716-0000	163.22	M
01/12/2023	12303	Medsurety	Flex Reimbursements	101-21716-0000	171.50	M
01/12/2023	12314	Medsurety	Flex Reimbursement	101-21716-0000	1,200.00	M
01/12/2023	12313	Medsurety	Flex Reimbursement	101-21716-0000	599.00	M
01/10/2023	12301	Medsurety	VEBA Contributions Pay Period: 1/8/2023	101-21716-0000	12,149.07	M
01/10/2023	12312	Medsurety	HSA Contribution Pay Period: 1/8/2023	101-21716-0000	1,490.44	M
01/10/2023	12302	Medsurety	HSA Contribution Pay Period: 1/8/2023	101-21716-0000	6,353.87	M
Total 101217160000:					22,127.10	
01/10/2023	12307	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 1/8/2023	101-21717-0000	972.76	M
Total 101217170000:					972.76	
01/10/2023	158844	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 1/8/2023	101-21719-0000	153.20	
01/10/2023	158844	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 1/8/2023	101-21719-0000	451.20	
01/10/2023	158844	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 1/8/2023	101-21719-0000	994.50	
01/10/2023	158844	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 1/8/2023	101-21719-0000	403.62	
01/10/2023	158844	Metropolitan Life Insurance Company	Armendariz Jan Cobra	101-21719-0000	110.50	
01/10/2023	158844	Metropolitan Life Insurance Company	Bruder Jan Cobra	101-21719-0000	28.20	
01/10/2023	158844	Metropolitan Life Insurance Company	Gedicke Jan Cobra	101-21719-0000	28.20	
01/10/2023	158844	Metropolitan Life Insurance Company	Meyer Jan Cobra	101-21719-0000	57.66	
01/10/2023	158844	Metropolitan Life Insurance Company	Schult Jan Cobra	101-21719-0000	57.66	
01/10/2023	158844	Metropolitan Life Insurance Company	Sexton Adj	101-21719-0000	110.50-	
Total 101217190000:					2,174.24	
01/10/2023	12311	VSP	VISION FAMILY Employee Pay Period: 1/8/2023	101-21722-0000	148.33	M
01/10/2023	12311	VSP	VISION SINGLE Employee Pay Period: 1/8/2023	101-21722-0000	94.78	M
01/10/2023	12311	VSP	VISION + ONE Employee Pay Period: 1/8/2023	101-21722-0000	122.30	M
01/10/2023	12311	VSP	Bruder Jan Cobra	101-21722-0000	6.77	M
01/10/2023	12311	VSP	Rugger Jan Cobra	101-21722-0000	12.23	M
01/10/2023	12311	VSP	Schult Jan Cobra	101-21722-0000	12.23	M
01/10/2023	12311	VSP	Dauk billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Ferguson billing error	101-21722-0000	8.96	M
01/10/2023	12311	VSP	Girtler billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Hall billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Hanson billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Harren billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Hellevik, B billing error	101-21722-0000	8.96	M
01/10/2023	12311	VSP	Herschman billing error	101-21722-0000	5.46	M
01/10/2023	12311	VSP	Luiken billing error	101-21722-0000	14.42	M
01/10/2023	12311	VSP	Vanderhorst billing error	101-21722-0000	14.42	M
Total 101217220000:					520.96	
01/12/2023	158873	MN Department of Labor & Industry	4th Qtr Bldg permit surcharge to state	101-32280-0000	2,537.81	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101322800000:					2,537.81	
01/12/2023	20230003	APG Media of So MN LLC	Board of Commission Vacancy	101-41110-3400	98.90	
Total 101411103400:					98.90	
01/03/2023	158829	Coalition of Greater MN Cities	2023 CGMC Dues	101-41110-4330	15,620.00	
01/03/2023	158830	League of MN Cities	Membership Dues	101-41110-4330	9,805.00	
Total 101411104330:					25,425.00	
01/12/2023	20230039	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-41320-1340	4.94	
Total 101413201340:					4.94	
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	101-41320-2170	15.98	
Total 101413202170:					15.98	
01/12/2023	20230003	APG Media of So MN LLC	Field naming ceremony-Stensrud	101-41320-3400	153.00	
Total 101413203400:					153.00	
01/12/2023	20230037	U.S. Bank - CC	Plaques for Rose/Srp	101-41320-4930	75.14	
01/12/2023	20230037	U.S. Bank - CC	Plaque for Rose-Re-done	101-41320-4930	32.20	
01/12/2023	20230038	Waseca Area Chamber of Commerce	EE Anniversary Milestone	101-41320-4930	200.00	
Total 101413204930:					307.34	
01/12/2023	158882	Waseca County Treasurer	2022 Election Programming	101-41410-3100	2,423.66	
01/12/2023	158882	Waseca County Treasurer	2022 Election Cycle	101-41410-3100	9,000.00	
Total 101414103100:					11,423.66	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-41500-1340	4.71	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-41500-1340	73.53	
Total 101415001340:					78.24	
01/12/2023	12315	Medsurety	Admin Fees	101-41500-1600	201.00	M
Total 101415001600:					201.00	
01/12/2023	20230037	U.S. Bank - CC	Wellness Supplies	101-41500-2200	37.66	
Total 101415002200:					37.66	
01/12/2023	158863	Government Finance Officers Associatio	2023 Dues - Spiess	101-41500-4330	150.00	
Total 101415004330:					150.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/12/2023	20230017	Flaherty & Hood PA	General and real estate matters	101-41600-3000	960.00	
01/12/2023	20230017	Flaherty & Hood PA	Labor & Employment Consult Services	101-41600-3000	4,861.84	
01/12/2023	20230024	Kennedy & Kennedy Law Office	Legal Fees	101-41600-3000	1,620.00	
01/12/2023	158881	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33	
Total 101416003000:					12,812.17	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,244.18	
Total 101419203100:					7,244.18	
01/12/2023	20230010	Civic Systems LLC	2023 Support Fees	101-41920-4950	7,327.60	
01/12/2023	20230011	CivicPlus	CivicRec Annual Fee	101-41920-4950	3,307.50	
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	101-41920-4950	7,920.00	
01/12/2023	20230037	U.S. Bank - CC	Adobe subscription	101-41920-4950	119.13	
Total 101419204950:					18,674.23	
01/12/2023	20230023	Innovative Office Supply	Office Supplies	101-41940-2000	104.05	
Total 101419402000:					104.05	
01/12/2023	20230014	Culligan	City Hall Water	101-41940-2170	31.85	
Total 101419402170:					31.85	
01/12/2023	20230006	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62	
01/12/2023	158854	Cintas Corp	Floor mat service	101-41940-3100	54.58	
01/12/2023	158854	Cintas Corp	Floor mat service	101-41940-3100	54.58	
01/12/2023	158875	Orkin Pest Control	City Hall Pest Control	101-41940-3100	102.00	
01/12/2023	20230033	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	294.00	
01/12/2023	20230033	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00	
01/12/2023	20230041	Waste Management of Southern MN	December Service	101-41940-3100	222.92	
Total 101419403100:					1,370.70	
01/12/2023	12318	City of Waseca	December Utilities	101-41940-3800	1,595.83	M
Total 101419403800:					1,595.83	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-41950-1340	28.70	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-41950-1340	23.37	
Total 101419501340:					52.07	
01/12/2023	20230042	WSB & Associates Inc	Planning Services	101-41950-3000	286.00	
Total 101419503000:					286.00	
01/12/2023	20230003	APG Media of So MN LLC	Planning Committee Hearing	101-41950-3400	86.00	
Total 101419503400:					86.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-42100-1340	470.07	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101421001340:					470.07	
01/12/2023	20230002	Amazon	office supplies - police	101-42100-2000	171.13	
01/12/2023	20230023	Innovative Office Supply	Office Supplies - Police	101-42100-2000	135.78	
01/12/2023	20230023	Innovative Office Supply	Office Supplies - Police	101-42100-2000	17.02	
Total 101421002000:					323.93	
01/12/2023	20230037	U.S. Bank - CC	Flash Drive	101-42100-2170	12.28	
01/12/2023	20230037	U.S. Bank - CC	Return Flashlights	101-42100-2170	9.55	
01/12/2023	20230037	U.S. Bank - CC	Part to fix sink in womens bathroom	101-42100-2170	21.46	
Total 101421002170:					43.29	
01/12/2023	20230034	Streicher's	uniform credit - Schroeder	101-42100-2180	80.00-	
01/12/2023	20230034	Streicher's	uniform credit	101-42100-2180	11.97-	
01/12/2023	20230034	Streicher's	uniform expense - Girtler	101-42100-2180	86.98	
01/12/2023	20230034	Streicher's	uniform - horn	101-42100-2180	247.98	
01/12/2023	20230037	U.S. Bank - CC	Taser holster	101-42100-2180	84.24	
Total 101421002180:					327.23	
01/12/2023	158880	Waseca County License Bureau	Registration Police	101-42100-2220	29.75	
01/12/2023	158880	Waseca County License Bureau	Registration Renewal	101-42100-2220	14.25	
Total 101421002220:					44.00	
01/03/2023	158826	Ancom Communications Inc	Annual Maintenance Contract	101-42100-3100	3,285.93	
01/12/2023	158854	Cintas Corp	Mats - PD	101-42100-3100	8.98	
01/12/2023	158854	Cintas Corp	Mats - PD	101-42100-3100	8.98	
01/12/2023	158854	Cintas Corp	Mats - PD	101-42100-3100	8.98	
01/12/2023	20230014	Culligan	Culligan Police	101-42100-3100	32.95	
01/12/2023	20230041	Waste Management of Southern MN	December Service	101-42100-3100	104.26	
Total 101421003100:					3,450.08	
01/12/2023	12317	Verizon Wireless	Monthly Billing	101-42100-3200	983.00	M
01/12/2023	12317	Verizon Wireless	Monthly Billing	101-42100-3200	41.12	M
Total 101421003200:					1,024.12	
01/03/2023	158837	MSCIC	Conference for Grotberg, Wellman & Schoeder	101-42100-3300	525.00	
Total 101421003300:					525.00	
01/12/2023	158853	Centerpoint Energy	December Service	101-42100-3800	400.00	
01/12/2023	12318	City of Waseca	December Utilities	101-42100-3800	647.81	M
Total 101421003800:					1,047.81	
01/03/2023	158831	Lexipol LLC	2023 Subscription	101-42100-4330	6,817.73	
01/03/2023	158833	MN Chiefs of Police Association	Membership Renewal	101-42100-4330	434.00	
01/03/2023	158838	South Central Drug Investigative Unit	2023 Cash Match	101-42100-4330	10,000.00	
01/12/2023	158877	Thomson Reuters - West	CLEAR	101-42100-4330	294.82	
01/12/2023	20230037	U.S. Bank - CC	2023 MN Chiefs police association	101-42100-4330	193.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101421004330:					17,739.55	
01/03/2023	158838	South Central Drug Investigative Unit	2023 Swat Expense	101-42100-4370	1,500.00	
Total 101421004370:					1,500.00	
01/12/2023	20230037	U.S. Bank - CC	Shop with a hero Gift Cards	101-42100-4640	1,000.00	
01/12/2023	20230037	U.S. Bank - CC	Shop with a hero Gift Cards	101-42100-4640	1,000.00	
01/12/2023	20230037	U.S. Bank - CC	Duplicate charge-accidental	101-42100-4640	1,000.00	
01/12/2023	20230037	U.S. Bank - CC	Refund of accidental charge	101-42100-4640	1,000.00-	
01/12/2023	20230037	U.S. Bank - CC	Game card gift cards for shop with a hero	101-42100-4640	25.00	
01/12/2023	20230037	U.S. Bank - CC	Game card gift cards for shop with a hero	101-42100-4640	10.00	
01/12/2023	20230037	U.S. Bank - CC	Game card gift cards for shop with a hero	101-42100-4640	27.98	
01/12/2023	20230037	U.S. Bank - CC	Game card gift cards for shop with a hero	101-42100-4640	50.00	
Total 101421004640:					2,112.98	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-42200-1340	35.31	
Total 101422001340:					35.31	
01/12/2023	20230007	Central Fire Protection Inc.	extinguisher refill	101-42200-2160	28.25	
Total 101422002160:					28.25	
01/12/2023	20230002	Amazon	General Supplies	101-42200-2170	75.78	
01/12/2023	20230037	U.S. Bank - CC	Pizza & Pop for fire department interview team	101-42200-2170	49.99	
01/12/2023	20230037	U.S. Bank - CC	Fire Manuals	101-42200-2170	120.36	
01/12/2023	20230037	U.S. Bank - CC	Fire Manuals	101-42200-2170	220.99	
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	126.94	
Total 101422002170:					594.06	
01/12/2023	158854	Cintas Corp	Mats - FD	101-42200-3100	8.99	
01/12/2023	158854	Cintas Corp	Mats - FD	101-42200-3100	8.99	
01/12/2023	158854	Cintas Corp	Mats - FD	101-42200-3100	8.99	
01/03/2023	158832	MJM Medical Direction Consortium	2023 Medical Direction	101-42200-3100	500.00	
01/12/2023	158879	Vault Health	Drug Screens	101-42200-3100	384.69	
01/12/2023	20230041	Waste Management of Southern MN	December Service	101-42200-3100	104.26	
Total 101422003100:					1,015.92	
01/12/2023	12317	Verizon Wireless	Monthly Billing	101-42200-3200	46.12	M
Total 101422003200:					46.12	
01/12/2023	12318	City of Waseca	December Utilities	101-42200-3800	647.82	M
01/12/2023	12318	City of Waseca	December Utilities	101-42200-3800	46.40	M
Total 101422003800:					694.22	
01/03/2023	158835	MN State Fire Department Association	2023 Dues	101-42200-4330	375.00	
01/03/2023	158836	MN Valley Regional Firefighters Assn	2023 Dues	101-42200-4330	100.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101422004330:					475.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-42400-1340	23.35	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-42400-1340	6.65	
Total 101424001340:					30.00	
01/12/2023	20230009	City Building Inspection Services LLC	building inpsections	101-42400-3000	14,417.22	
Total 101424003000:					14,417.22	
01/12/2023	20230025	Lenz Lawn Care & Landscaping Inc.	Snow Removal - 1901 4th St NE	101-42400-3100	65.00	
Total 101424003100:					65.00	
01/12/2023	12317	Verizon Wireless	Monthly Billing	101-42400-3200	82.24	M
Total 101424003200:					82.24	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43000-1340	6.85	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43000-1340	94.58	
Total 101430001340:					101.43	
01/12/2023	12317	Verizon Wireless	Monthly Billing	101-43000-3200	41.15	M
Total 101430003200:					41.15	
01/12/2023	20230037	U.S. Bank - CC	Motel for Training-Stangler	101-43000-3300	207.24	
Total 101430003300:					207.24	
01/03/2023	158825	American Legal Publishing Corporation	2022 Code Updates	101-43000-3400	495.00	
Total 101430003400:					495.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43100-1340	70.38	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43100-1340	3.17	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43100-1340	4.55	
Total 101431001340:					78.10	
01/12/2023	158846	Ag Partners Coop	Diesel fluid	101-43100-2120	860.80	
Total 101431002120:					860.80	
01/12/2023	20230002	Amazon	White boards & supplies	101-43100-2170	316.32	
01/12/2023	20230004	Bomgaars Supply	Parts & Supplies	101-43100-2170	372.61	
01/12/2023	20230014	Culligan	Culligan-water	101-43100-2170	20.40	
01/12/2023	20230021	IFACS	bolts & nuts, & supplies	101-43100-2170	52.47	
01/12/2023	20230021	IFACS	plow bolts	101-43100-2170	19.78	
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	101-43100-2170	28.01	
01/12/2023	20230037	U.S. Bank - CC	PC Speakerrs	101-43100-2170	17.84	
01/12/2023	20230037	U.S. Bank - CC	Oak Board	101-43100-2170	27.39	
01/12/2023	20230037	U.S. Bank - CC	Fraudulent Charges	101-43100-2170	59.99	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	53.63	
01/12/2023	158884	Winegar, Dave	Parts	101-43100-2170	382.00	
Total 101431002170:					1,350.44	
01/12/2023	158848	Aramark Uniform Services	uniform service	101-43100-2180	91.17	
01/12/2023	158848	Aramark Uniform Services	uniform service	101-43100-2180	89.27	
Total 101431002180:					180.44	
01/12/2023	158872	Manthe Garage Doors	Door repair	101-43100-2230	325.00	
Total 101431002230:					325.00	
01/12/2023	158879	Vault Health	Drug Screens	101-43100-3100	59.38	
01/12/2023	20230041	Waste Management of Southern MN	December Service	101-43100-3100	203.33	
01/12/2023	20230043	Ziegler Inc	Public Works Service Contract	101-43100-3100	1,622.92	
Total 101431003100:					1,885.63	
01/12/2023	158853	Centerpoint Energy	December Service	101-43100-3800	399.99	
01/12/2023	12318	City of Waseca	December Utilities	101-43100-3800	46.39	M
01/12/2023	12318	City of Waseca	December Utilities	101-43100-3800	837.57	M
Total 101431003800:					1,283.95	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43125-1340	20.96	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43125-1340	3.17	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43125-1340	1.36	
Total 101431251340:					25.49	
01/12/2023	158851	Bock's Service Inc.	Fuel	101-43125-2120	110.20	
01/12/2023	158851	Bock's Service Inc.	Fuel	101-43125-2120	163.78	
01/12/2023	20230019	H & J Fuel Inc	Fuel	101-43125-2120	1,707.84	
Total 101431252120:					1,981.82	
01/12/2023	158852	Cargill Inc. - Salt Division	Road salt	101-43125-2170	7,859.23	
01/12/2023	158852	Cargill Inc. - Salt Division	Road salt	101-43125-2170	2,664.35	
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	101-43125-2170	10.97	
Total 101431252170:					10,534.55	
01/12/2023	20230015	DTN LLC	Weather service	101-43125-3100	1,902.00	
Total 101431253100:					1,902.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43170-1340	4.49	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43170-1340	.29	
Total 101431701340:					4.78	
01/12/2023	158850	Barco Municipal Products Inc	Channelizer Cones	101-43170-2170	1,090.00	
01/12/2023	158859	Earl F. Andersen Inc.	cones	101-43170-2170	1,000.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101431702170:					2,090.00	
01/12/2023	12318	City of Waseca	December Utilities	101-43170-3800	176.67	M
Total 101431703800:					176.67	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43220-1340	7.49	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-43220-1340	.48	
Total 101432201340:					7.97	
01/12/2023	20230022	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33	
Total 101451003100:					8,333.33	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-45130-1340	12.19	
Total 101451301340:					12.19	
01/12/2023	158847	American Red Cross-Training Services	Lifeguard Certification	101-45130-3300	328.00	
Total 101451303300:					328.00	
01/12/2023	12318	City of Waseca	December Utilities	101-45130-3800	523.70	M
Total 101451303800:					523.70	
01/03/2023	158827	ASCAP	2023 License Fee	101-45130-4330	210.00	
01/12/2023	158874	MN Recreation & Park Association	MRPA Membership	101-45130-4330	300.00	
Total 101451304330:					510.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	101-45200-1340	79.13	
Total 101452001340:					79.13	
01/12/2023	158851	Bock's Service Inc.	Motor Fuel	101-45200-2120	19.84	
01/12/2023	20230019	H & J Fuel Inc	Fuel	101-45200-2120	1,643.69	
Total 101452002120:					1,663.53	
01/12/2023	20230014	Culligan	Park Dept Water	101-45200-2170	11.05	
01/12/2023	20230037	U.S. Bank - CC	Supplies	101-45200-2170	82.54	
01/12/2023	158884	Winegar, Dave	Parts	101-45200-2170	15.00	
Total 101452002170:					108.59	
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	33.97	
Total 101452002230:					33.97	
01/12/2023	20230041	Waste Management of Southern MN	December Service	101-45200-3100	31.74	
Total 101452003100:					31.74	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/12/2023	12318	City of Waseca	December Utilities	101-45200-3800	344.79	M
01/12/2023	12318	City of Waseca	December Utilities	101-45200-3800	57.48	M
Total 101452003800:					402.27	
01/03/2023	158827	ASCAP	2023 License Fee	101-45200-4330	210.00	
01/12/2023	158874	MN Recreation & Park Association	MRPA Membership	101-45200-4330	300.00	
01/12/2023	158876	Southern MN Recreation & Park Assoc	Membership Dues	101-45200-4330	30.00	
Total 101452004330:					540.00	
01/12/2023	20230001	A. H. Hermel Company	Library supplies	101-45500-2170	236.63	
Total 101455002170:					236.63	
01/12/2023	20230033	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00	
01/12/2023	20230033	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00	
01/12/2023	20230041	Waste Management of Southern MN	Library service	101-45500-3100	73.11	
Total 101455003100:					473.11	
01/12/2023	12318	City of Waseca	December Utilities	101-45500-3800	668.57	M
Total 101455003800:					668.57	
01/12/2023	20230037	U.S. Bank - CC	Ceiling tile for Library	101-45500-4000	255.28	
Total 101455004000:					255.28	
Total General Fund:					290,491.80	
Airport						
01/12/2023	158857	Davis, Kyle	Airport Supplies	230-49810-2170	280.83	
Total 230498102170:					280.83	
01/12/2023	20230024	Kennedy & Kennedy Law Office	Legal Fees	230-49810-3000	468.00	
Total 230498103000:					468.00	
01/12/2023	158869	Langer, Brent	January Contract Payment	230-49810-3100	3,800.00	
Total 230498103100:					3,800.00	
01/12/2023	12318	City of Waseca	December Utilities	230-49810-3800	93.95	M
01/12/2023	158885	Xcel Energy	Airport Electric	230-49810-3800	28.41	
Total 230498103800:					122.36	
Total Airport:					4,671.19	
Recovery Coordinator Grant						
01/12/2023	158865	Halcyon Business Publications Inc	Workshop Forum	256-46500-3300	1,850.00	
Total 256465003300:					1,850.00	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total Recovery Coordinator Grant:					1,850.00	
Economic Development-General f						
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	261-46700-1340	24.45	
Total 261467001340:					24.45	
01/12/2023	158860	Economic Development Association of M	EDAM Conference	261-46700-3300	350.00	
Total 261467003300:					350.00	
01/12/2023	20230037	U.S. Bank - CC	Subscription to Business Journal	261-46700-4330	80.00	
01/12/2023	20230038	Waseca Area Chamber of Commerce	2023 Contributuion	261-46700-4330	525.00	
Total 261467004330:					605.00	
Total Economic Development-General f:					979.45	
Safe Haven Grant						
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	279-46350-1340	17.22	
Total 279463501340:					17.22	
01/12/2023	20230023	Innovative Office Supply	Office supplies - Connections	279-46350-2000	54.73	
01/12/2023	20230023	Innovative Office Supply	connections - office supplies	279-46350-2000	104.51	
01/12/2023	20230023	Innovative Office Supply	Connections office supplies	279-46350-2000	90.48	
Total 279463502000:					249.72	
01/12/2023	20230037	U.S. Bank - CC	Supplies for Connections	279-46350-2170	98.17	
01/12/2023	20230037	U.S. Bank - CC	Supplies for Connections	279-46350-2170	68.42	
01/12/2023	20230037	U.S. Bank - CC	Credit for products unable to ship	279-46350-2170	22.33-	
Total 279463502170:					144.26	
01/12/2023	12317	Verizon Wireless	Monthly Billing	279-46350-3200	41.12	M
Total 279463503200:					41.12	
Total Safe Haven Grant:					452.32	
2014A GO Bonds						
01/12/2023	158878	U.S. Bank	Go Bond 2014A	390-47000-6200	550.00	
Total 390470006200:					550.00	
Total 2014A GO Bonds:					550.00	
Capital Improvement						
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	430-43010-4950	1,485.00	
Total 430430104950:					1,485.00	
01/12/2023	158884	Winegar, Dave	CLP Johnson Pav purlin reinforcement	430-43010-5435	545.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 430430105435:					545.00	
Total Capital Improvement:					2,030.00	
Water						
01/12/2023	20230037	U.S. Bank - CC	Mineral oil for well pumps	601-49401-2230	8.32	
Total 601494012230:					8.32	
01/12/2023	20230043	Ziegler Inc	Water Utility Generator Service	601-49401-3100	4,045.42	
Total 601494013100:					4,045.42	
01/12/2023	12318	City of Waseca	December Utilities	601-49401-3800	9,920.84	M
Total 601494013800:					9,920.84	
01/10/2023	12309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/8/2023	601-49430-0000	486.81	M
01/10/2023	12309	ACH Internal Revenue Service	MEDICARE Pay Period: 1/8/2023	601-49430-0000	113.86	M
Total 601494300000:					600.67	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49430-1340	1.50	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49430-1340	.10	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49430-1340	9.66	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49430-1340	70.53	
Total 601494301340:					81.79	
01/12/2023	20230037	U.S. Bank - CC	Clothing Allowance	601-49430-2180	114.97	
Total 601494302180:					114.97	
01/12/2023	20230012	Core & Main LP	residential copper horns	601-49430-2215	1,347.27	
Total 601494302215:					1,347.27	
01/12/2023	20230018	Gopher State One-Call Inc	Location calls - December	601-49430-3100	8.55	
Total 601494303100:					8.55	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49585-1340	15.32	
Total 601495851340:					15.32	
01/12/2023	20230026	MAS Communications Inc.	Answering service - January	601-49585-3200	52.99	
Total 601495853200:					52.99	
01/12/2023	20230030	Personalized Printing Inc.	Envelopes	601-49585-3500	757.67	
Total 601495853500:					757.67	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49586-1340	4.95	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49586-1340	2.80	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49586-1340	13.12	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	601-49586-1340	6.56	
Total 601495861340:					27.43	
01/12/2023	20230024	Kennedy & Kennedy Law Office	Legal Fees	601-49586-3000	24.00	
Total 601495863000:					24.00	
01/03/2023	158834	MN Rural Water Association	2023 Membership Dues	601-49586-4330	3,101.75	
Total 601495864330:					3,101.75	
01/12/2023	20230010	Civic Systems LLC	2023 Support Fees	601-49586-4950	1,046.80	
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	601-49586-4950	1,650.00	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,034.89	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Toughbooks-Water	601-49586-4950	5,499.98	
Total 601495864950:					9,231.67	
01/12/2023	158878	U.S. Bank	Go Bond 2014B	601-49980-6200	275.00	
Total 601499806200:					275.00	
Total Water:					29,613.66	
Sanitary Sewer						
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49470-1340	26.95	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49470-1340	3.17	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49470-1340	1.74	
Total 602494701340:					31.86	
01/12/2023	20230018	Gopher State One-Call Inc	Location calls - December	602-49470-3100	8.55	
01/12/2023	20230033	Stoltz Cleaning Services LLC	House Basement Cleaning	602-49470-3100	200.00	
01/12/2023	20230043	Ziegler Inc	Generator Service	602-49470-3100	6,365.00	
01/12/2023	20230043	Ziegler Inc	Portable Lift Station Service Contract	602-49470-3100	2,992.50	
Total 602494703100:					9,566.05	
01/12/2023	12317	Verizon Wireless	Monthly Billing	602-49470-3200	182.74	M
01/12/2023	12317	Verizon Wireless	Monthly Billing	602-49470-3200	80.04	M
Total 602494703200:					262.78	
01/12/2023	12318	City of Waseca	December Utilities	602-49470-3800	1,069.11	M
Total 602494703800:					1,069.11	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49480-1340	2.99	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49480-1340	.19	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49480-1340	47.15	
Total 602494801340:					50.33	
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	602-49480-2120	75.96	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602494802120:					75.96	
01/12/2023	20230001	A. H. Hermel Company	Janitorial Supplies	602-49480-2170	46.49	
01/12/2023	20230004	Bomgaars Supply	Parts & Supplies	602-49480-2170	98.65	
01/12/2023	158866	Hawkins Inc	Chemicals and chlorine tubing	602-49480-2170	759.24	
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	602-49480-2170	156.12	
01/12/2023	20230037	U.S. Bank - CC	Lab supplies	602-49480-2170	27.20	
01/12/2023	20230037	U.S. Bank - CC	Lab/Office Supplies	602-49480-2170	45.82	
Total 602494802170:					1,133.52	
01/12/2023	20230004	Bomgaars Supply	Parts & Supplies	602-49480-2180	111.97	
01/12/2023	20230037	U.S. Bank - CC	Work Clothes	602-49480-2180	119.93	
Total 602494802180:					231.90	
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	602-49480-2230	180.50	
Total 602494802230:					180.50	
01/12/2023	158854	Cintas Corp	Floor mat service	602-49480-3100	9.60	
01/12/2023	158867	Jetter Clean Inc.	Sewer Service Cleaning	602-49480-3100	347.50	
01/12/2023	20230041	Waste Management of Southern MN	wwtp garbage	602-49480-3100	409.48	
01/12/2023	20230043	Ziegler Inc	WWTP Service Contract	602-49480-3100	7,709.25	
Total 602494803100:					8,475.83	
01/12/2023	12317	Verizon Wireless	Monthly Billing	602-49480-3200	41.12	M
Total 602494803200:					41.12	
01/12/2023	12318	City of Waseca	December Utilities	602-49480-3800	458.41	M
Total 602494803800:					458.41	
01/12/2023	158864	H Turbo Inc	Blower Repairs	602-49480-4000	10,730.25	
Total 602494804000:					10,730.25	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49585-1340	15.32	
Total 602495851340:					15.32	
01/12/2023	20230026	MAS Communications Inc.	Answering service - January	602-49585-3200	52.98	
Total 602495853200:					52.98	
01/12/2023	20230030	Personalized Printing Inc.	Envelopes	602-49585-3500	757.67	
Total 602495853500:					757.67	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49586-1340	4.95	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49586-1340	2.80	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	602-49586-1340	13.12	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602495861340:					20.87	
01/12/2023	20230017	Flaherty & Hood PA	General and real estate matters	602-49586-3000	2,422.50	
01/12/2023	20230024	Kennedy & Kennedy Law Office	Legal Fees	602-49586-3000	180.00	
Total 602495863000:					2,602.50	
01/12/2023	20230010	Civic Systems LLC	2023 Support Fees	602-49586-4950	1,046.80	
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	602-49586-4950	3,135.00	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	1,034.89	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Replacement computer-WWTP	602-49586-4950	1,099.99	
Total 602495864950:					6,316.68	
01/12/2023	20230013	Crysteel Truck Equipment Inc.	WWTP Truck Equipment	602-49593-5400	12,009.00	
01/12/2023	20230013	Crysteel Truck Equipment Inc.	WWTP Truck Equipment	602-49593-5400	4,570.00	
01/12/2023	158861	Environmental Products & Access LLC	piping for SWP	602-49593-5400	441.30	
Total 602495935400:					17,020.30	
01/12/2023	158878	U.S. Bank	Go Bond 2014B	602-49980-6200	275.00	
Total 602499806200:					275.00	
Total Sanitary Sewer:					59,368.94	
Electric Utility						
01/12/2023	12316	SMMPA	Wholesale Power SMMPA	604-49550-3810	448,017.92	M
Total 604495503810:					448,017.92	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49570-1340	2.33	
Total 604495701340:					2.33	
01/12/2023	12318	City of Waseca	December Utilities	604-49570-3800	85.39	M
Total 604495703800:					85.39	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49571-1340	55.07	
Total 604495711340:					55.07	
01/12/2023	20230004	Bomgaars Supply	Parts & Supplies	604-49571-2170	25.53	
01/12/2023	20230005	Border States Electric Supply	Fan	604-49571-2170	96.44	
01/12/2023	158859	Earl F. Andersen Inc.	cones	604-49571-2170	1,000.00	
Total 604495712170:					1,121.97	
01/12/2023	20230028	Owatonna Shoe Company	Safety Boot-M. Roessler	604-49571-2180	285.00	
01/12/2023	20230028	Owatonna Shoe Company	Safety Boot-N Hubel	604-49571-2180	245.00	
Total 604495712180:					530.00	
01/12/2023	20230018	Gopher State One-Call Inc	Location calls - December	604-49571-3100	8.55	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/12/2023	20230043	Ziegler Inc	City hall Generator Service	604-49571-3100	5,073.00	
Total 604495713100:					5,081.55	
01/12/2023	12317	Verizon Wireless	Monthly Billing	604-49571-3200	205.40	M
Total 604495713200:					205.40	
01/12/2023	158886	Xcel Energy	Territory Acquisition - Worke Fox Meadows 2nd Addition	604-49571-4360	56,442.00	
Total 604495714360:					56,442.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49572-1340	5.43	
Total 604495721340:					5.43	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49573-1340	10.08	
Total 604495731340:					10.08	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49574-1340	3.10	
Total 604495741340:					3.10	
01/12/2023	12318	City of Waseca	December Utilities	604-49574-3800	274.31	M
01/12/2023	158885	Xcel Energy	December Service	604-49574-3800	584.14	
Total 604495743800:					858.45	
01/12/2023	12318	City of Waseca	December Utilities	604-49575-3800	717.71	M
Total 604495753800:					717.71	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49584-1340	1.55	
Total 604495841340:					1.55	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49585-1340	27.57	
Total 604495851340:					27.57	
01/12/2023	20230026	MAS Communications Inc.	Answering service - January	604-49585-3200	52.99	
Total 604495853200:					52.99	
01/12/2023	20230030	Personalized Printing Inc.	Envelopes	604-49585-3500	757.66	
Total 604495853500:					757.66	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49586-1340	4.01	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49586-1340	3.04	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	604-49586-1340	13.51	
Total 604495861340:					20.56	
01/03/2023	158828	Cannon Technologies Inc/Eaton	Annual Support	604-49586-3000	8,795.09	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
01/12/2023	158856	Dave Berg Consulting LLC	Rate Review	604-49586-3000	1,370.63	
01/12/2023	20230032	Schneider Geospatial	2023 Beacon Renewal	604-49586-3000	6,120.00	
01/12/2023	158879	Vault Health	Drug Screens	604-49586-3000	58.35	
Total 604495863000:					16,344.07	
01/03/2023	158839	West Bend Mutual Insurance	Electrician Surety Bond	604-49586-3610	175.00	
Total 604495863610:					175.00	
01/12/2023	20230010	Civic Systems LLC	2023 Support Fees	604-49586-4950	1,046.80	
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	604-49586-4950	1,980.00	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,034.89	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Toughbooks-Electric(2)	604-49586-4950	10,999.96	
01/12/2023	20230029	Pantheon Computer Systems Inc.	Replacement computer-Electric	604-49586-4950	1,399.99	
Total 604495864950:					16,461.64	
Total Electric Utility:					546,977.44	
Storm Water Utility						
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	651-43140-1340	2.34	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	651-43140-1340	14.97	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	651-43140-1340	.97	
Total 651431401340:					18.28	
01/12/2023	158883	Waterville Building Center LLC	Lumber for Loon Lake thin ice signs	651-43140-2170	48.00	
Total 651431402170:					48.00	
01/12/2023	20230015	DTN LLC	Weather service	651-43140-3100	1,902.00	
Total 651431403100:					1,902.00	
01/12/2023	12318	City of Waseca	December Utilities	651-43140-3800	327.78	M
Total 651431403800:					327.78	
01/12/2023	158855	ClearGov Inc	2023 Renewal - ClearGov	651-43140-4950	330.00	
Total 651431404950:					330.00	
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	651-49585-1340	3.06	
Total 651495851340:					3.06	
Total Storm Water Utility:					2,629.12	
Central Garage Services						
01/10/2023	158843	Madison National Life Insurance Co Inc	January 2023 LTD	701-43180-1340	53.96	
Total 701431801340:					53.96	
01/12/2023	20230020	Huber Supply Co Inc	tank refills	701-43180-2170	127.37	
01/12/2023	20230020	Huber Supply Co Inc	tank rental	701-43180-2170	13.42	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	701-43180-2170	23.72
01/12/2023	20230037	U.S. Bank - CC	Hard Surface wire reel	701-43180-2170	320.39
01/12/2023	20230040	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	33.12
Total 701431802170:					518.02
01/12/2023	158846	Ag Partners Coop	Oil	701-43180-2210	1,106.70
01/12/2023	158849	Auto Value Waseca	Parts and supplies	701-43180-2210	324.98
01/12/2023	20230008	Christensen Tire Service	New Tires #32	701-43180-2210	804.92
01/12/2023	20230008	Christensen Tire Service	New tires #36	701-43180-2210	804.92
01/12/2023	20230008	Christensen Tire Service	New Tires #30	701-43180-2210	804.92
01/12/2023	158858	Deml Ford Lincoln Mercury Inc	airbag light codes	701-43180-2210	81.95
01/12/2023	158862	Force America Distributing LLC	quik couplers for new equipment	701-43180-2210	422.73
01/12/2023	20230021	IFACS	plow bolts & nuts	701-43180-2210	70.45
01/12/2023	158868	John Deere Financial	Plow Part	701-43180-2210	1,135.40
01/12/2023	158871	MacQueen Equipment Inc.	carbide runner for HLA plow runners	701-43180-2210	626.61
01/12/2023	20230027	Napa Auto Parts	Parts & Supplies	701-43180-2210	354.07
01/12/2023	20230031	Pomp's Tire Service Inc	Tires #1812	701-43180-2210	629.20
01/12/2023	20230035	Tenco Inc	RPM blower clutch sensor	701-43180-2210	544.65
01/12/2023	20230036	Tesch Service Center Co.	Mount tires on #1812	701-43180-2210	114.00
01/12/2023	158884	Winegar, Dave	Disc Hub	701-43180-2210	151.13
01/12/2023	158884	Winegar, Dave	weld stainer	701-43180-2210	30.00
01/12/2023	158884	Winegar, Dave	Parts	701-43180-2210	471.00
01/12/2023	158884	Winegar, Dave	Parts	701-43180-2210	165.00
01/12/2023	158884	Winegar, Dave	Temporary Catch Basket WWTP	701-43180-2210	382.13
01/12/2023	158884	Winegar, Dave	Parts for snogo blower	701-43180-2210	745.00
Total 701431802210:					9,769.76
01/12/2023	20230037	U.S. Bank - CC	Monthly Scan Tool	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					10,490.74
Property and Liability Insuran					
01/12/2023	20230016	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
01/12/2023	158870	League of MN Cities Insurance Trust	Claim 250892 - City Plow Truck	702-49955-3630	50.75
Total 702499553630:					50.75
Total Property and Liability Insuran:					850.75
Grand Totals:					950,955.41

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

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION 23-02 AUTHORIZING EXECUTION OF MNDOT AGENCY AGREEMENT NO. 1052188 FOR FEDERAL PARTICIPATION IN CONSTRUCTION		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**6C**
Action:	☐ MOTION ☐ REQUESTS/PRESENTATIONS ☒ RESOLUTION ☐ ORDINANCE ☐ DISCUSSION	**Supporting Documents:**	- Resolution 23-02 - MnDOT Agency Agreement No. 1052188
Originating Department:	Engineering	**Presented By:**	Consent Agenda
Approved By City Manager: ☒	**Proposed Action:** Adopt Resolution 23-02 authorizing execution of MnDOT Agency Agreement No. 1052188.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: Local governments cannot directly accept federal aid and must use the State as their fiscal agent. The attached MnDOT Agency Agreement No. 1052188 is an update of a previous agreement that was approved by the City on December 19, 2017. This agreement allows the State of Minnesota, through its Department of Transportation (MnDOT) to act as the City's agent in receiving federal funds for transportation projects. This updated agreement is necessary in order to be compliant with federal laws.

BUDGET IMPACT: Without this agreement, MnDOT would not be able to request federal authorization for future federally funded City projects.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 23-02 authorizing execution of MnDOT Agency Agreement No. 1052188.

RESOLUTION 23-02

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING EXECUTION OF A STATE OF MINNESOTA (MNDOT)
AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN CONSTRUCTION**

WHEREAS, the City desires the Minnesota Department of Transportation (MnDOT) to act as the City's agent in accepting federal funds on the City's behalf for the construction, improvement, or enhancement of transportation projects financed either in whole, or in part, by Federal Highway Administration (FHWA) federal funds; and

WHEREAS, the existing Delegated Contract Process (DCP) agreement between the City and MnDOT needs to be updated in order to be compliant with federal laws.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Stat. Sec. 161.36, that the City Council of the City of Waseca appoints the Commissioner of Transportation as Agent of the City of Waseca to accept federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED by the City Council of the City of Waseca that the Mayor and Interim City Manager are hereby authorized and directed for, and on behalf of, the City of Waseca to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052188", a copy of which was before the City Council and which is made a part hereof by reference.

Adopted this 17th day of January 2023.

_____
RANDY L. ZIMMERMAN
MAYOR

ATTEST:

STATE OF MINNESOTA
CITY OF WASECA

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to, and adopted by, the City Council of the City of Waseca at a duly authorized meeting thereof held on the 17th day of January 2023, as shown by the minutes of said meeting in my possession.

_____
JULIA HALL
CITY CLERK

Notary Public (SEAL)
My Commission expires _____

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Waseca ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and

2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and

2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and

2.2. This project is for construction, not research and development.

2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030104.

2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.

2.2. **Staffing.**

2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.

2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.

2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.

2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.

2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.

2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. **Project Activities.**

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.

5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.

5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. Conditions of Payment. All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Nate Willey or their successor.

Title: Waseca City Engineer

Phone: 507-835-9716

Email: natew@ci.waseca.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. Assignment Amendments, Waiver, and Agreement Complete

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

10.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

13. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.

14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

16. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

18. Federal Contract Clauses

18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.

18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Waseca
Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By:_____

Title: Mayor

Date:_____

By:_____

Title: Interim City Manager

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____

Title:_____

Date:_____

COMMISSIONER OF ADMINISTRATION

By:_____

Date:_____

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	WAIVE THE BID PROCESS AND APPROVE AN AIRPORT LAND LEASE AGREEMENT WITH WAYNE O'CONNOR		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**6D**
Action:	☒ MOTION ☐ REQUESTS/PRESENTATIONS ☐ RESOLUTION ☐ ORDINANCE ☐ DISCUSSION	**Supporting Documents:**	Location Map Land Lease Agreement
Originating Department:	Engineering	**Presented By:**	Consent Agenda
Approved By City Manager: ☒	**Proposed Action:** Motion to waive the bid process and approve an airport land lease agreement with Wayne O'Connor.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: During review of current leased airport farmland, staff discovered that an approximately 4.5-acre area of airport property (see attached map) is being farmed without a land lease agreement. The area has been, and is currently being, farmed by Wayne O'Connor, the owner of property just west of, and adjacent to, the airport.

Mr. O'Connor was not aware that the area he was farming was airport property and he has agreed to sign a land lease (attached) to continue farming it. Because this area is isolated from the rest of the leased airport farmland and is contiguous to fields that Mr. O'Connor currently farms, staff recommends waiving the bid process and entering into a land lease agreement with Mr. O'Connor for the 4.5-acre area at $350.00/acre, which is the same rate he currently pays to farm other privately owned portions of that field.

Unless earlier terminated, the lease agreement will automatically renew for five (5) additional 2-year terms (through 2034) with the per acre rate renegotiated for each subsequent 2-year term.

BUDGET IMPACT: If approved, the airport would receive an additional $1,575.00+/year in land lease revenue.

RECOMMENDATION: Staff recommends the Waseca City Council waive the bid process and approve an airport land lease agreement with Wayne O'Connor.

DISCOVER waseca
CITY OF WASECA
Proposed O'Connor Land Lease Area
360th Ave (CSAH 2)
Waseca Airport Property
Approximately 4.5 Acre Area Farmed by O'Connor
Interchange Investors of Waseca LLP Property
Wayne O'Connor Property
N
0 200 400 800
Feet

WASECA MUNICIPAL AIRPORT FARMLAND LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 6th day of January, 2023, by and between the City of Waseca, hereinafter referred to as "Lessor", and Wayne O'Connor, hereinafter referred to as "Lessee".

W I T N E S S E T H:

The Lessor hereby demises and leases unto the Lessee, and the Lessee hereby accepts and leases from the Lessor, real property located in Waseca County. The leased property is to be used for the growing of crops.

ARTICLE I. LEASE TERM & RENEWAL

The initial lease term shall be the approximately two (2) year period beginning February 1, 2023, and ending December 31, 2024. Unless earlier terminated in accordance with the terms herein, and provided the Lessee is not in default as to any of the terms or conditions of this agreement, the agreement shall automatically renew on the same terms and conditions, with the exception of ARTICLE III. RENT, for up to five (5) additional two (2) year terms ending December 31, 2034.

ARTICLE II. REAL PROPERTY

The approximately 4.5-acre real property is located in the NE ¼ of the NW ¼ of Section 14, Township 107, Range 23 North in Waseca County, Minnesota and is depicted on the attached "Exhibit A: Land Lease Area".

ARTICLE III. RENT

The Lessee shall pay rent to the Lessor for the leased premises as follows:

4.5 acres @ $350.00 per acre = $1,575.00/year.

Lessor and Lessee shall negotiate, and enter and initial below, the rental rate and yearly amounts prior to the start of every subsequent two (2) year term.

2025-26 Rent: $_____ per acre = $_____/year Director of Engineering _____ Lessee _____

2027-28 Rent: $_____ per acre = $_____/year Director of Engineering _____ Lessee _____

2029-30 Rent: $_____ per acre = $_____/year Director of Engineering _____ Lessee _____

2031-32 Rent: $_____ per acre = $_____/year Director of Engineering _____ Lessee _____

2033-34 Rent: $_____ per acre = $_____/year Director of Engineering _____ Lessee _____

Rent, in the form of cash or check, shall be due and payable to the Lessor on, or before, March 31st of every year. Late payments will be charged a flat $25.00 per month penalty.

Expenses. No expense shall be incurred by the Lessor for, or on account of, the Lessee without first obtaining the permission of the Lessor. The Lessee agrees to take no actions that might cause a mechanic's lien or other lien to be imposed against the Real Estate and agrees to indemnify the Lessor if actions are taken by the Lessee that result in such a lien being imposed.

ARTICLE IV. TERMINATION

Either party may terminate this lease by giving six (6) month written notice to the other.

ARTICLE V. USE OF THE PREMISES

Section 1. The lease premises may be used and occupied by the Lessee for the planting, growing, and harvesting of crops. The Lessee promises that the premises shall not be used in any other manner and that the space will not be open to the public.

Section 2. The Lessee agrees to operate the farmland in an efficient and steward-like manner, to control weeds and brush in the field, fence rows, and ditches, and to provide proper maintenance to control erosion and maintain waterways and tiles. The Lessee agrees upon termination of the lease to yield prompt possession of the land to the Lessor.

Section 3. Use of the property for hunting or other recreational purposes is not allowed.

Section 4. Right of Entry. The Lessor reserves the right to enter the premise at any time and for any reason.

ARTICLE VI. REPAIRS

Section 1. The parties understand the condition of the property. The Lessor will not be making any repairs or modifications to the property and the Lessee is taking the property "as-is".

Section 2. The Lessee may make repairs or modifications to the premises but only after receiving written permission from the Lessor.

ARTICLE VII. INDEMNITY

The Lessee agrees to indemnify and save the Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by the Lessee in the leased premises or from any negligence of the Lessee, its agents, contractors, servants, employees, sublessees, or concessionaires in, or about, the leased premises. In case of any action or proceeding brought against the Lessor by reason of any such claim, upon notice from the Lessor, the Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. All property belonging to the Lessee or any occupant on the leased premises shall be there at the risk of the Lessee or such other person only, and the Lessor shall not be liable for damage thereto or theft or misappropriation thereof. The Lessee understands that it is assuming all risk associated with the land.

ARTICLE VIII. ASSIGNMENT & SUBLETTING

The Lessee shall not assign, or in any manner transfer, this lease or any interest therein, nor sublet said leased premises or any part or parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of the Lessor, with the exception that the Lessee may transfer his interest in this lease to his sons Nicholas O'Connor or Michael O'Connor or both by written notice to the Lessor and the interest of the Lessee shall transfer to his sons Nicholas O'Connor and Michael O'Connor upon his death. The consent of the Lessor to any other transfer shall not be unreasonably withheld.

ARTICLE IX. CHANGES IN LEASE TERMS

The conduct representation, or statement of either party, by act or omission, shall not be construed as material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

ARTICLE X. REMEDIES

Section 1. The Lessor may terminate this lease and the term demised upon the happening of any one or more of the following events, and the same are not remedied within six (6) months after written notice in regard to the payment of rent or any other sums payable to the Lessor by the Lessee after written notice to the Lessee:

A. The making by the Lessee of an assignment for the benefit of its creditors.

B. The levying of a Writ of Execution or attachment on, or against, the property of the Lessee.

C. In the event proceedings are instituted in a Court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of the Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee, and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceeding.

D. The failure of the Lessee to pay any annual payment required to be paid under this lease.

E. The failure of the Lessee to pay any installment of rent when due or to perform any other of its covenants under this lease.

Section 2. Upon termination as aforesaid, the Lessor may re-enter the leased premises with process of law and remove all persons and chattels therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the terms of this lease.

Section 3. All rights and remedies of the Lessor and the Lessee herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE XI. SURRENDER OF POSSESSION

Section 1. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, the Lessee shall surrender the leased premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable casualty excepted.

Section 2. In the event the Lessee remains in possession of the herein leased premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, it shall be deemed to be occupying the leased premises as a tenant from month-to-month, at 100% the previous years' rent, subject to all the other conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XII. NOTICES

Whenever under this lease a provision is made for notice of any kind, said notice shall be given in writing and signed by, or on behalf of, the party giving or making the same, and it shall be deemed sufficient notice and service thereof if notice is to the Lessee and sent by registered or certified mail, postage prepaid, to Wayne O'Connor at 5248 West 250th Street, Faribault, MN 55021; and if to the Lessor, sent by registered or certified mail, postage prepaid, to the Director of Engineering at Waseca City Hall, 508 South State Street, Waseca, MN 56093.

ARTICLE XIII. GENERAL

Section 1. Any changes to the property are subject to the prior approval of the Lessor. Such approval shall not be unreasonably withheld.

Section 2. The Lessee shall give immediate notice to the Lessor in case of fire or accidents in the leased premises.

Section 3. The headings of the several articles contained herein are for convenience only and do not define, limit, or construe the contents of such articles. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

Section 4. The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit not only of the parties hereto but their respective successors and assigns.

Section 5. If any term, condition, or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, shall not be affected thereby, and this agreement and all the terms, provisions, and conditions hereof, shall in all other respects continue to be effective and to be complied with to the fullest extent permitted by law.

Section 6. This is a Minnesota contract and shall be construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, THE LESSOR AND THE LESSEE have signed this lease as of the day and year first written above.

LESSEE (Wayne O'Connor)

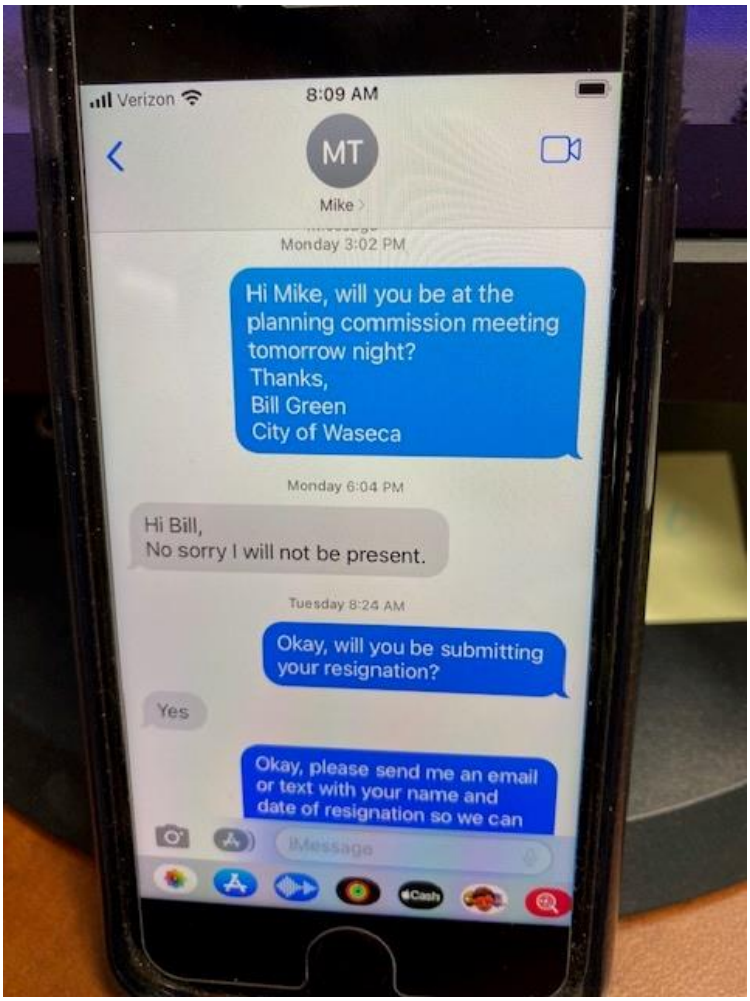
By: Wayne O Connor
Wayne O'Connor

LESSOR (City of Waseca)

By: _____
Carl Sonnenberg, Interim City Manager

By: _____
Nathan Willey, Director of Engineering

6E


Verizon
8:09 AM
MT
Mike
Monday 3:02 PM
Hi Mike, will you be at the planning commission meeting tomorrow night?
Thanks,
Bill Green
City of Waseca
Monday 6:04 PM
Hi Bill,
No sorry I will not be present.
Tuesday 8:24 AM
Okay, will you be submitting your resignation?
Yes
Okay, please send me an email or text with your name and date of resignation so we can
iMessage

6F

Mr Bill Green
508 South State Street
Waseca, MN 56093

January 10, 2023

RE: Planning Commission Application

Dear Bill,

This letter is to inform you I have decided not to enter an application for a second term on the City of Waseca Planning Commission. As we discussed last week, this was not an easy decision. I've thoroughly enjoyed the last 2 ½ years as a member of the commission and especially working with you.

Last point, I'm sure you're aware I'm also the designated member of the Planning Commission to the Heritage Preservation Commission. With my departure from the Planning Commission, a new designee from the Planning Commission will need to be named to the HPC.

Many thanks,

Tom

Tom Glaser
(507) 206-8916
tom@twglaser.com

RECEIVED
JAN 10 2023
BY: Bill

CITY OF WASECA

Request for City Council Action

Title:	CITY COUNCIL BOARD/COMMISSION APPOINTMENTS		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7A**
Action:	☒ MOTION ☐ REQUESTS/PRESENTATIONS ☐ RESOLUTION ☐ ORDINANCE ☐ DISCUSSION	**Supporting Documents:**	
Originating Department:	Administration	**Presented By:**	Interim City Manager
Approved By City Manager: ☒	**Proposed Action:** Motion to appoint Council representatives to various Boards and Commissions.		
How does this item pertain to Vision 2030 goals?	Good governance.		

BACKGROUND: The City Council annually reviews their appointments to various Boards and Commissions for the coming year. Unless otherwise noted, one Councilmember serves on each Board or Commission.

A description of each board and their area of responsibility is attached. Councilmembers can be re-appointed to their current assignment or be assigned to a new Board or Commission as the Council wishes. Below is a chart of current appointments.

	Srp	Rose	Arndt	Christiansen	J. Conrath	Mansfield
Airport Board		X				
Charter Commission		X				
Economic Development Authority (2)	X					X
Heritage Preservation Commission	X					
Human Rights Commission						
Park Board				X		
Planning Commission			X			
Fire Relief Association					X	
Outside Boards						
Community Ed Advisory Board				X		
Region 9	X		X			
Discover Waseca Tourism Board					X	

RECOMMENDATION: Staff recommends a motion to appoint City Council representatives to various Boards and Commissions for 2023 per Council Direction.

Members are appointed by the City Council at a regular meeting of the Council in January of each year. Members may serve up to four (4) terms consecutively. Most groups meet on a monthly basis.

Airport Board – Composed of five (5) members – four (4) general public and one (1) Councilmember, who assist in an advisory capacity regarding the operation, management and improvement of the Municipal Airport. *3 year term.* Meets Last Tuesday of the month at 12:00 noon.

Charter Commission – Composed of not less than 7 nor more than 15 members. Shall be a qualified voter of the City. Appointed by the Chief Judge of the District Court. Primary function is to review and suggest amendments to the Waseca City Charter. Members may serve only two consecutive terms. The office term is determined by the Chief Judge but is *not for more than 4 years.* Meets monthly on as-needed basis.

Community Ed Advisory Board – A joint council of 12-18 members appointed by the School District and the City. Responsible for recommendations regarding the programming and operation of the Community Education Program. *3 year term.* Meets 3rd Monday of every other month at 7:00 p.m..

Economic Development Authority – Composed of seven (7) members – one (1) HRA member, one (1) Waseca Development Corporation or Chamber of Commerce member, three (3) at-large members, and two (2) Council members. The Authority will focus efforts on economic development in order to retain current businesses and help promote growth of new businesses. *6 year term.* Meets the 2nd Wednesday of every month at 12:00 noon.

Heritage Preservation Commission – Composed of five (5) members – three (3) at-large members, one (1) nominated by Waseca Co. Historical Society, and one (1) nominated by City Planning Commission. A representative of the City Council also sits on this Commission. The Commission will engage in a comprehensive program of historic preservation, promote the historical resources of the City, and designation of heritage preservation sites. *3 year term.* Meets 1st Monday of every month at 5:00 p.m.

Human Rights Commission – Composed of five (5) members – four (4) general public and one (1) Councilmember, who advise the City Council regarding civil and human rights problems, issues and policies. The Commission will strive to improve human relations in the City, and develop and recommend programs of formal and informal education for all citizens. *3 year term.* Meets as needed on the 3rd Monday of the month at 5:30 p.m.

Park Board – Composed of five (5) members – four (4) general public and one (1) Councilmember. The Board will make recommendations to the City Manager and City Council pertaining to, but not limited to, park land acquisition, development, improvement and use. *3 year term.* Meets 1st Tuesday of every month at 11:30 a.m.

Planning Commission – Composed of five (5) members – four (4) general public and one (1) City Council representative. This is an advisory commission to the Council concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature. *3 year term.* Meets 2nd Tuesday of every month at 5:30 p.m.

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	Resolution No. 23-03, approving variances to allow existing structures to encroach into the minimum required setbacks, and for newly created parcels in the I-2 District that will not meet the minimum width and square foot requirements, located at 1340 State St S in Waseca.		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7B**
Action:	☐MOTION ☐REQUESTS/PRESENTATIONS ☒RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	PC Memo Resolution 23-03 Exhibits A, B
Originating Department:	Community Development	**Presented By:**	Bill Green, Planning and Zoning Coordinator
Approved By City Manager: ☒	**Proposed Action:**		
How does this item pertain to Vision 2030 goals?	Promotes good governance		

BACKGROUND:
Warehouse Storage, LLC, owners of the property are requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow a minor subdivision processes with non-conforming structures and parcel size. The property is located at 1340 State St S.

The "north parcel" PIN# 17.213.0020 will be subdivided so that the east "dogleg" section of the parcel with the three (3) accessory structures can be sold independently. The variance is required to allow a minor subdivision process that will create two (2) new parcels. Parcel A will be non-conforming due to the square foot size, the width, and the setbacks for the existing buildings. Parcel D will be non-conforming due to the setbacks for the existing building.

The Planning Commission held a public hearing on the request on January 10, 2023. The Planning Commission voted to recommend approval of the Variance by a vote of 3-0.

BUDGET IMPACT: None

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Staff recommends a motion to adopt Resolution No. 23-03, approving variances to allow existing structures to encroach into the minimum required front, rear, and side setbacks, and for a newly created parcel in the I-2 District that will not meet the minimum width and square foot requirements, currently located at 1340 State St S in Waseca.

PLANNING DEPARTMENT
M E M O R A N D U M

TO: Tom Sexton, Chair
Waseca Planning Commission

FROM: Bill Green
Planning & Zoning Coordinator

MEETING DATE: January 10, 2023

SUBJECT: Public Hearing - Action No. 23-01 – Variance: 1340 State St S

ATTACHMENTS: Applications
Site Location Map
Legal Descriptions – EXHIBIT A
Certificate of Survey – EXHIBIT B
Site Photos

APPLICANT
Warehouse Storage, LLC, owners of the properties. A complete application was received December 27, 2022. Final action, which is required within 60 days of the complete application date, must be taken by February 25, 2023.

REQUEST
The applicant is requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow two minor subdivision processes with non-conforming structures and parcel size.

LOCATION
The existing property consists of three parcels. Two of the parcels will be split into two parcels each, through a Minor Subdivision process. The properties are located at 1340 State St S, and are described as:

EXHIBIT A

ZONING
The properties are zoned I-2, Moderate Industry District. Adjacent properties are zoned I-2, Moderate Industry District to the south, east and west; and B-4, Regional Retail and Service Business District to the north.

LAND USE
The site currently consists of three parcels. One parcel (west) is currently used as parking and access. The use will not change. The large parcel (northeast) will be split into two parcels so the smaller section with the outbuildings will be able to be sold to the property owner adjacent to the north. The third parcel (south) is an outlot which will be split to line up with the outbuilding lot split to allow access and clean up the property lines for the created parcels.

ENVIRONMENTAL
There are no environmental issues involved with the variances.

CODE OF ORDINANCES
154.031 I-2, MODERATE INDUSTRY DISTRICT.
Table 6-5: Required Setbacks, I-2 District

	Front	***Side***	***Rear***	***Corner Side***	***From R District***	***From Alley***	***From Wetland, Lake or Stormwater Pond***
Principal building	30[1]	15	15	30[1]	50	15	§§ 154.047 - 154.063, Shoreland Overlay District; § 154.169, Wetlands
Accessory building	30	5	5	30	50	5	
Parking	10	10	10	10	30	5	
Driveway	Not applicable	10	10	10	30	5	
1 Or the average of existing setbacks of all buildings on the same block facing the same street, provided that no building is located closer than 20 feet to the front property line.							

Table 6-6: Minimum Lot Dimensions, I-2 District

Feature	***Minimum***
Area	40,000 s. f.
Width	150

PUBLIC UTILITIES
The site is currently served by public utilities. No new public utilities are proposed or required for this action.

REVIEW
Warehouse Storage, LLC, owners of the properties are requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow two minor subdivision processes with non-conforming structures and parcel size.

The existing property consists of three parcels. Two of the parcels will be split into two parcels each. The properties are located at 1340 State St S.

The “north parcel” PIN# 17.213.0020 will be subdivided so that the east “L” section of the parcel with the three (3) accessory structures can be sold independently. The variance is required as the subdivision will create a new parcel which is non-conforming due to the square foot size, the width, and the setbacks for the existing buildings.

The minimum lot size for a new parcel in the I-2 District is 40,000 square feet. Parcel A will have approximately 25,265 square feet. The minimum width for a parcel in the I-2 District is 150 feet. Parcel A front width is 100.04 feet. The minimum setback for principal structures in the I-2 District are 30 feet front and 15 feet side. The building will not meet these setbacks.

The "south parcel" PIN# 17.227.0030 will be subdivided so that the new property line of Parcel B will line up directly with the new west property line of Parcel A. The variance is required as the subdivision will create a new parcel which is non-conforming due to the square foot size and the width.

The minimum lot size for a new parcel in the I-2 District is 40,000 square feet. Parcel A will have approximately 4,356 square feet. The minimum width for a parcel in the I-2 District is 150 feet. Parcel A front width is 16.5 feet.

PUBLIC COMMENT

_____ public comments were received as of January 5, 2023. Upon discussion of use and conditions, there were _____ comments/objections/support to the Variances.

The minor subdivision application will be processed administratively after the variance is addressed by the City Council.

FINDINGS

In granting a variance, the following findings shall be made:

- The variance is in harmony with the purposes and intent of the ordinance.
- The use and variance is consistent with the comprehensive plan.
- The proposal puts the property to use in a reasonable manner.
- There are unique circumstances to the property not created by the landowner.
- The variance, if granted, will not alter the essential character of the locality.

RECOMMENDATION

Staff recommends approval of the variances to allow a minor subdivision process with existing buildings which will encroach into the required minimum setbacks, and new parcels that will be non-conforming due to their size for the properties located at 1340 State St S, subject to the following conditions:

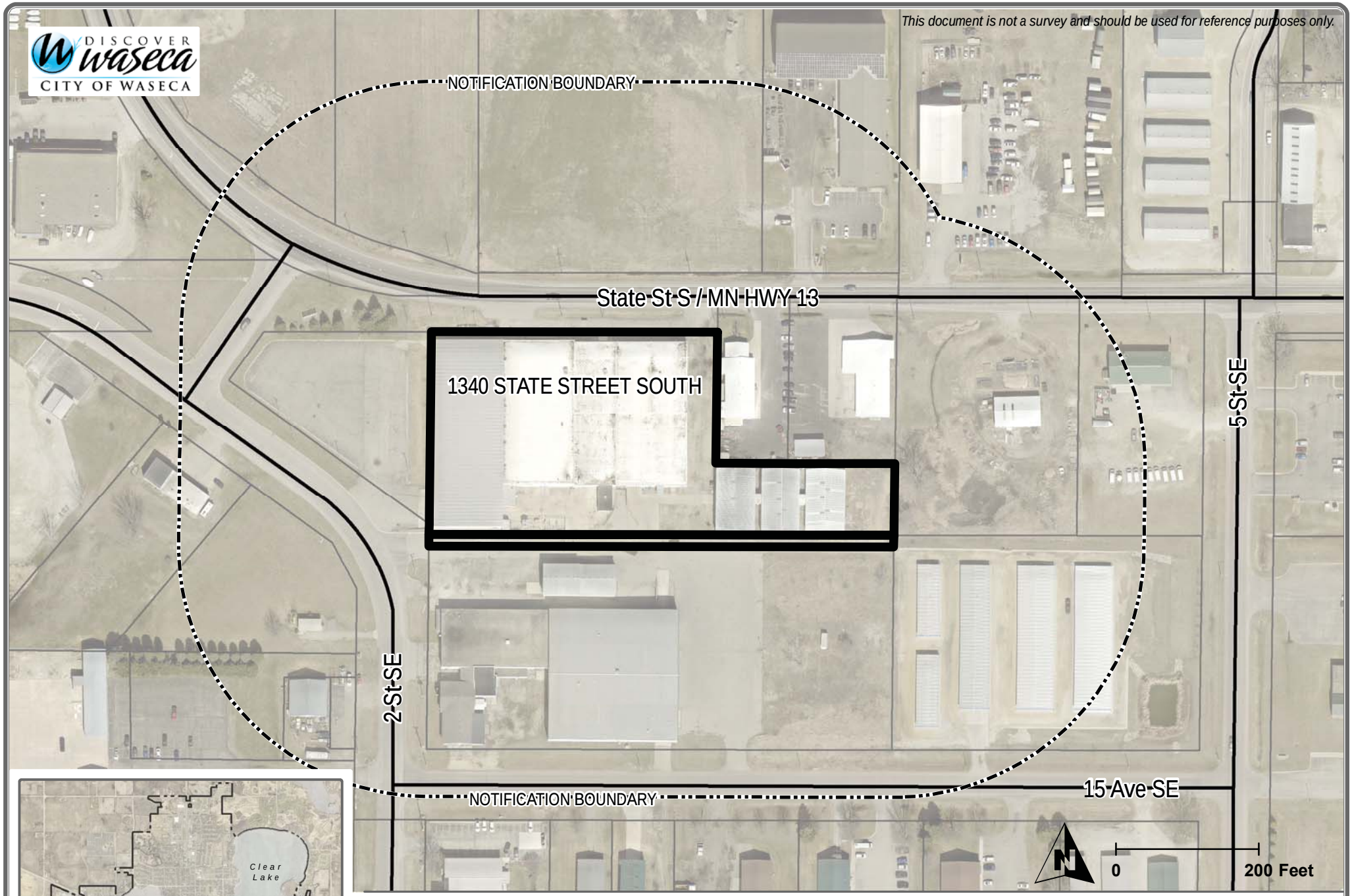
1. The property shall be subdivided according to the approved certificate of survey and legal descriptions, which shall be attached as **EXHIBIT B** to the approving resolution.

2. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

3. All costs associated shall be paid by the property owner.

REQUESTED ACTION

Hold a public hearing on the Variance and take action on a recommendation to be forwarded to the City Council for consideration at their January 17, 2023 meeting.



MINOR SUBDIVISION & VARIANCE

PINS: R17.213.0020 & R17.227.0030 - 1340 State St S - Waseca, MN 56093

Owner: Warehouse Storage LLC - 1781 E Risser St - Kankakee, IL 60901

EXHIBIT A

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL A

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Commencing at the northeasterly most corner of said Block 1; thence South 00°42'37" West a distance of 183.55 feet, on an assumed bearing, on an east line of said Block 1, to a corner of said Block 1, being the point of beginning;

thence South 01°26'37" West a distance of 100.00 feet, to the south line of said Block 1;

thence South 89°53'27" East a distance of 251.52 feet on said south line, to the southeast corner of said subdivision;

thence North 00°28'39" East a distance of 100.00 feet, to a northeast corner of said subdivision;

thence North 89°53'16" West a distance of 249.83 feet, to the point of beginning;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL B

The East 251.52 feet of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL C

All that part of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; west of the East 251.52 feet of said OUTLOT A;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL D

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Beginning at the northwest corner of said Lot 2; thence South 89°56'44" East a distance of 400.00 feet, on an assumed bearing, on the north line of said Lot 2, to a northeast corner of said Lot 2;

thence South 00°42'37" West a distance of 183.55 feet, on a east line of said Lot 2;

thence South 01°26'37" West a distance of 100.04 feet to a point on the south line of said Lot 2, said point being 251.52 feet west of the southeast corner of said Lot 2;

thence North 89°53'27" West a distance of 398.48 feet, on the south line of said Lot 2, to the southwest corner of said Lot 2;

thence North 00°39'53" East a distance of 283.19 feet, to the point of beginning;

Legal Description

17.213.0020

Lot 2, Block 1,

CORCHRAN'S SECOND SUBDIVISION,

CITY OF WASECA, WASECA COUNTY, MINNESOTA

Legal Description

17.213.0020

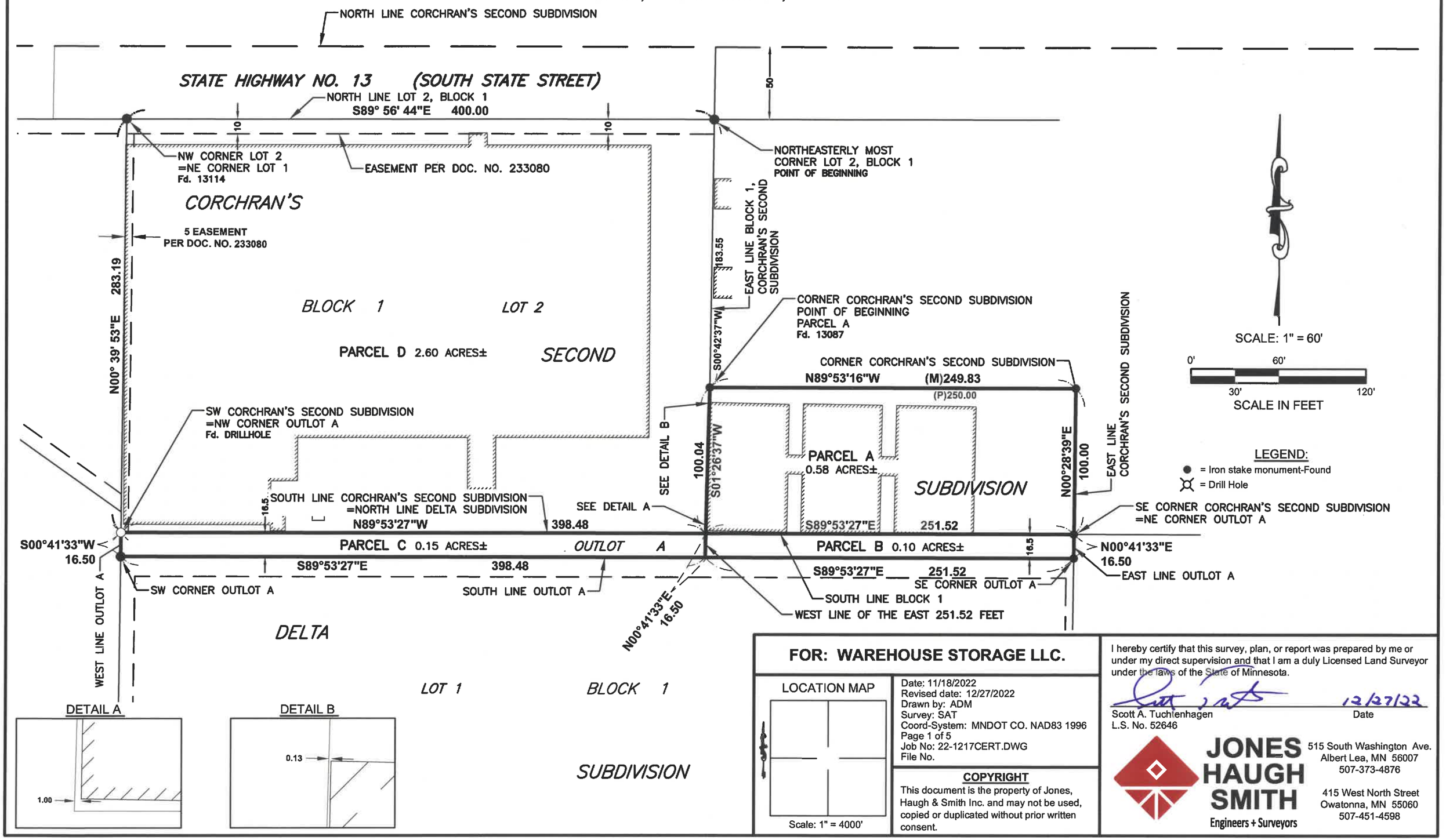
Out-lot A,

As shown on the plat of DELTA SUBDIVISION,

WASECA COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

PART OF LOT 2, BLOCK 1, CORCHRAN'S SECOND SUBDIVISION AND OUTLOT A, BLOCK 1, DELTA SUBDIVISION
WASECA, WASECA COUNTY, MINNESOTA



FOR: WAREHOUSE STORAGE LLC.

LOCATION MAP

Scale: 1" = 4000'

Date: 11/18/2022
Revised date: 12/27/2022
Drawn by: ADM
Survey: SAT
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 5
Job No: 22-1217CERT.DWG
File No.

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

Scott A. Tuchtenhagen
L.S. No. 52646

12/27/22
Date

JONES HAUGH SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

1340 State St S

RESOLUTION NO. 23-03

RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE TO ALLOW PRINCIPAL AND ACCESSORY STRUCTURES TO ENCROACH INTO REQUIRED SETBACKS; AND NEWLY CREATED PARCELS THAT WILL NOT MEET THE SIZE REQUIREMENTS FOR PROPERTY ADDRESSED 1340 STATE STREET SOUTH IN WASECA

WHEREAS, application has been made to the City Council of the City of Waseca by Warehouse Storage, LLC, owners of the property, for approval of a variance from the provisions of Chapter 154 of the Waseca City Code to allow existing principal and accessory structures to encroach into the required setbacks of newly created Parcel A and Parcel D; and newly created Parcel A that will not meet the minimum required width and size. The property is located at 1340 State St S in Waseca, described as:

EXHIBIT A

And,

WHEREAS, the Waseca Planning Commission held a public hearing on the request at its January 10, 2023 meeting, and all interested parties were provided an opportunity to comment; and

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the variance from the provisions of Chapter 154, Section 154.031, Table 6-5: Required Setbacks, I-2 District, of the Waseca City Code to allow a minor subdivision process with existing buildings which will encroach into the required minimum side setback of 15 feet, the front setback of 30 feet, and the rear setback of 15 feet for principal buildings, and into the required minimum side setback of 5 feet, and the front setback of 30 feet, for accessory buildings;
And,
Section 154.031, Table 6-6: Minimum Lot Dimensions, I-2 District, of the Waseca City Code to allow a parcel to be created that will not meet the minimum required area of 40,000 square feet, and the minimum required width of 150 feet, is subject to the following conditions:

1. The property shall be subdivided according to the approved legal descriptions, **EXHIBIT A,** and certificate of survey, **EXHIBIT B**, which shall be attached to the approving Resolution.

2. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

3. All costs associated shall be paid by the property owner.

Adopted this 17th day of January, 2023.

_____
RANDY L. ZIMMERMAN
MAYOR

ATTEST:

_____
JULIA HALL
CITY CLERK

EXHIBIT A

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL A

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Commencing at the northeasterly most corner of said Block 1; thence South 00°42'37" West a distance of 183.55 feet, on an assumed bearing, on an east line of said Block 1, to a corner of said Block 1, being the point of beginning;

thence South 01°26'37" West a distance of 100.00 feet, to the south line of said Block 1;

thence South 89°53'27" East a distance of 251.52 feet on said south line, to the southeast corner of said subdivision;

thence North 00°28'39" East a distance of 100.00 feet, to a northeast corner of said subdivision;

thence North 89°53'16" West a distance of 249.83 feet, to the point of beginning;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL D

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Beginning at the northwest corner of said Lot 2; thence South 89°56'44" East a distance of 400.00 feet, on an assumed bearing, on the north line of said Lot 2, to a northeast corner of said Lot 2;

thence South 00°42'37" West a distance of 183.55 feet, on a east line of said Lot 2;

thence South 01°26'37" West a distance of 100.04 feet to a point on the south line of said Lot 2, said point being 251.52 feet west of the southeast corner of said Lot 2;

thence North 89°53'27" West a distance of 398.48 feet, on the south line of said Lot 2, to the southwest corner of said Lot 2;

thence North 00°39'53" East a distance of 283.19 feet, to the point of beginning;

Legal Description

17.213.0020

Lot 2, Block 1,

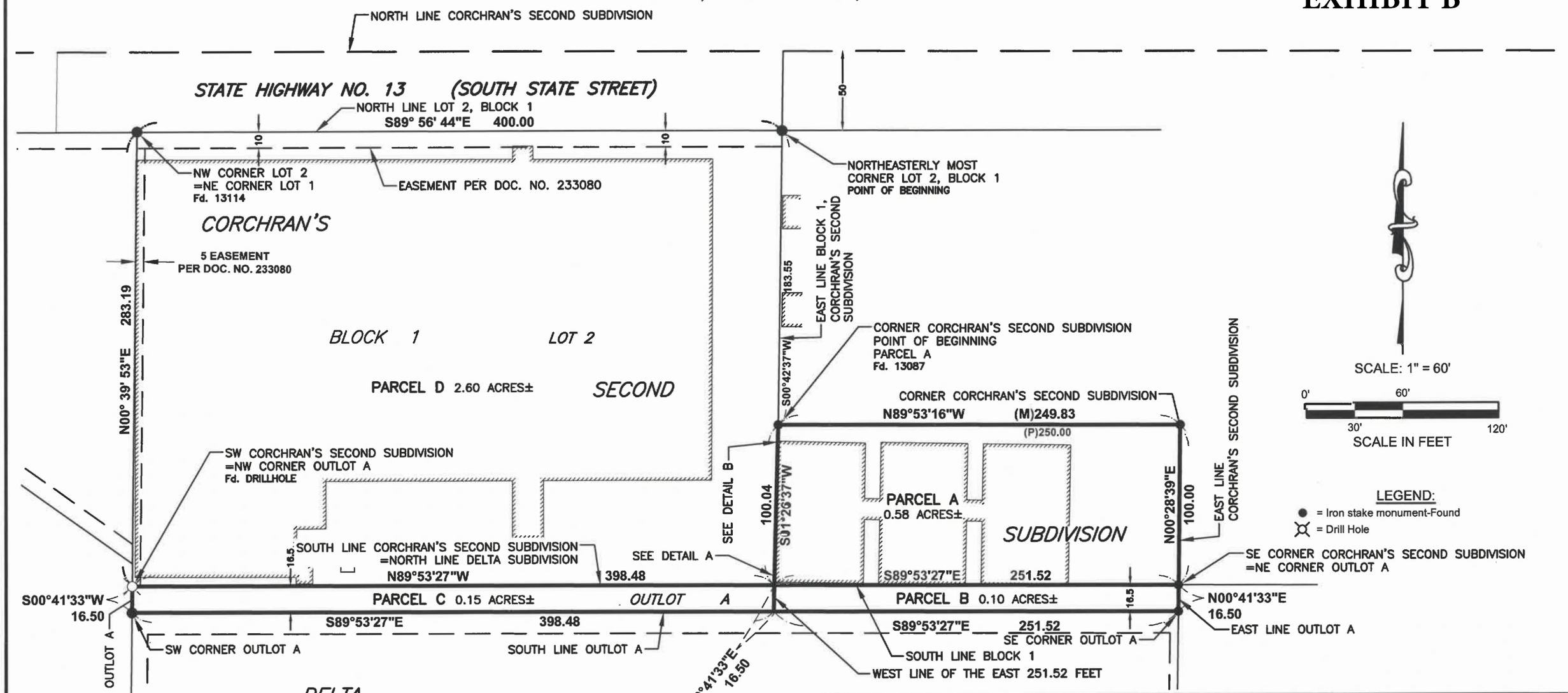
CORCHRAN'S SECOND SUBDIVISION,

CITY OF WASECA, WASECA COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

PART OF LOT 2, BLOCK 1, CORCHRAN'S SECOND SUBDIVISION AND OUTLOT A, BLOCK 1, DELTA SUBDIVISION
WASECA, WASECA COUNTY, MINNESOTA

EXHIBIT B



FOR: WAREHOUSE STORAGE LLC.

LOCATION MAP

Scale: 1" = 4000'

Date: 11/18/2022
Revised date: 12/27/2022
Drawn by: ADM
Survey: SAT
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 5
Job No: 22-1217CERT.DWG
File No.

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

12/27/22

Scott A. Tuchtenhagen
L.S. No. 52646
Date

JONES HAUGH SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	Resolution No. 23-04, approving variances for newly created parcels in the I-2 District that will not meet the required minimum width and square foot requirements, located at 1340 State St S in Waseca.		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7C**
Action:	☐MOTION ☐REQUESTS/PRESENTATIONS ☒RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	PC Memo Resolution 23-04 Exhibits A, B
Originating Department:	Community Development	**Presented By:**	Bill Green, Planning and Zoning Coordinator
Approved By City Manager: ☒	**Proposed Action:**		
How does this item pertain to Vision 2030 goals?	Promotes good governance		

BACKGROUND:
Warehouse Storage, LLC, owners of the property, are requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow a minor subdivision processes with non-conforming parcel size. The property is located at 1340 State St S.

The "south outlot parcel" PIN# 17.227.0030 will be subdivided so that the new property line of Parcel B and Parcel C will line up directly with the new west property line of Parcel A. The variance is required as the subdivision will create new parcels which are non-conforming due to the width and the square foot size.

The Planning Commission held a public hearing on the request on January 10, 2023. The Planning Commission voted to recommend approval of the Variance by a vote of 3-0.

BUDGET IMPACT: None

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Staff recommends a motion to adopt Resolution No. 23-04, approving variances for newly created parcels in the I-2 District that will not meet the required minimum width and square foot size, located at 1340 State St S in Waseca.

PLANNING DEPARTMENT
M E M O R A N D U M

TO: Tom Sexton, Chair
Waseca Planning Commission

FROM: Bill Green
Planning & Zoning Coordinator

MEETING DATE: January 10, 2023

SUBJECT: Public Hearing - Action No. 23-01 – Variance: 1340 State St S

ATTACHMENTS: Applications
Site Location Map
Legal Descriptions – EXHIBIT A
Certificate of Survey – EXHIBIT B
Site Photos

APPLICANT
Warehouse Storage, LLC, owners of the properties. A complete application was received December 27, 2022. Final action, which is required within 60 days of the complete application date, must be taken by February 25, 2023.

REQUEST
The applicant is requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow two minor subdivision processes with non-conforming structures and parcel size.

LOCATION
The existing property consists of three parcels. Two of the parcels will be split into two parcels each, through a Minor Subdivision process. The properties are located at 1340 State St S, and are described as:

EXHIBIT A

ZONING
The properties are zoned I-2, Moderate Industry District. Adjacent properties are zoned I-2, Moderate Industry District to the south, east and west; and B-4, Regional Retail and Service Business District to the north.

LAND USE
The site currently consists of three parcels. One parcel (west) is currently used as parking and access. The use will not change. The large parcel (northeast) will be split into two parcels so the smaller section with the outbuildings will be able to be sold to the property owner adjacent to the north. The third parcel (south) is an outlot which will be split to line up with the outbuilding lot split to allow access and clean up the property lines for the created parcels.

ENVIRONMENTAL
There are no environmental issues involved with the variances.

CODE OF ORDINANCES
154.031 I-2, MODERATE INDUSTRY DISTRICT.
Table 6-5: Required Setbacks, I-2 District

	Front	***Side***	***Rear***	***Corner Side***	***From R District***	***From Alley***	***From Wetland, Lake or Stormwater Pond***
Principal building	30[1]	15	15	30[1]	50	15	§§ 154.047 - 154.063, Shoreland Overlay District; § 154.169, Wetlands
Accessory building	30	5	5	30	50	5	
Parking	10	10	10	10	30	5	
Driveway	Not applicable	10	10	10	30	5	
1 Or the average of existing setbacks of all buildings on the same block facing the same street, provided that no building is located closer than 20 feet to the front property line.							

Table 6-6: Minimum Lot Dimensions, I-2 District

Feature	***Minimum***
Area	40,000 s. f.
Width	150

PUBLIC UTILITIES
The site is currently served by public utilities. No new public utilities are proposed or required for this action.

REVIEW
Warehouse Storage, LLC, owners of the properties are requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow two minor subdivision processes with non-conforming structures and parcel size.

The existing property consists of three parcels. Two of the parcels will be split into two parcels each. The properties are located at 1340 State St S.

The “north parcel” PIN# 17.213.0020 will be subdivided so that the east “L” section of the parcel with the three (3) accessory structures can be sold independently. The variance is required as the subdivision will create a new parcel which is non-conforming due to the square foot size, the width, and the setbacks for the existing buildings.

The minimum lot size for a new parcel in the I-2 District is 40,000 square feet. Parcel A will have approximately 25,265 square feet. The minimum width for a parcel in the I-2 District is 150 feet. Parcel A front width is 100.04 feet. The minimum setback for principal structures in the I-2 District are 30 feet front and 15 feet side. The building will not meet these setbacks.

The "south parcel" PIN# 17.227.0030 will be subdivided so that the new property line of Parcel B will line up directly with the new west property line of Parcel A. The variance is required as the subdivision will create a new parcel which is non-conforming due to the square foot size and the width.

The minimum lot size for a new parcel in the I-2 District is 40,000 square feet. Parcel A will have approximately 4,356 square feet. The minimum width for a parcel in the I-2 District is 150 feet. Parcel A front width is 16.5 feet.

PUBLIC COMMENT

_____ public comments were received as of January 5, 2023. Upon discussion of use and conditions, there were _____ comments/objections/support to the Variances.

The minor subdivision application will be processed administratively after the variance is addressed by the City Council.

FINDINGS

In granting a variance, the following findings shall be made:

- The variance is in harmony with the purposes and intent of the ordinance.
- The use and variance is consistent with the comprehensive plan.
- The proposal puts the property to use in a reasonable manner.
- There are unique circumstances to the property not created by the landowner.
- The variance, if granted, will not alter the essential character of the locality.

RECOMMENDATION

Staff recommends approval of the variances to allow a minor subdivision process with existing buildings which will encroach into the required minimum setbacks, and new parcels that will be non-conforming due to their size for the properties located at 1340 State St S, subject to the following conditions:

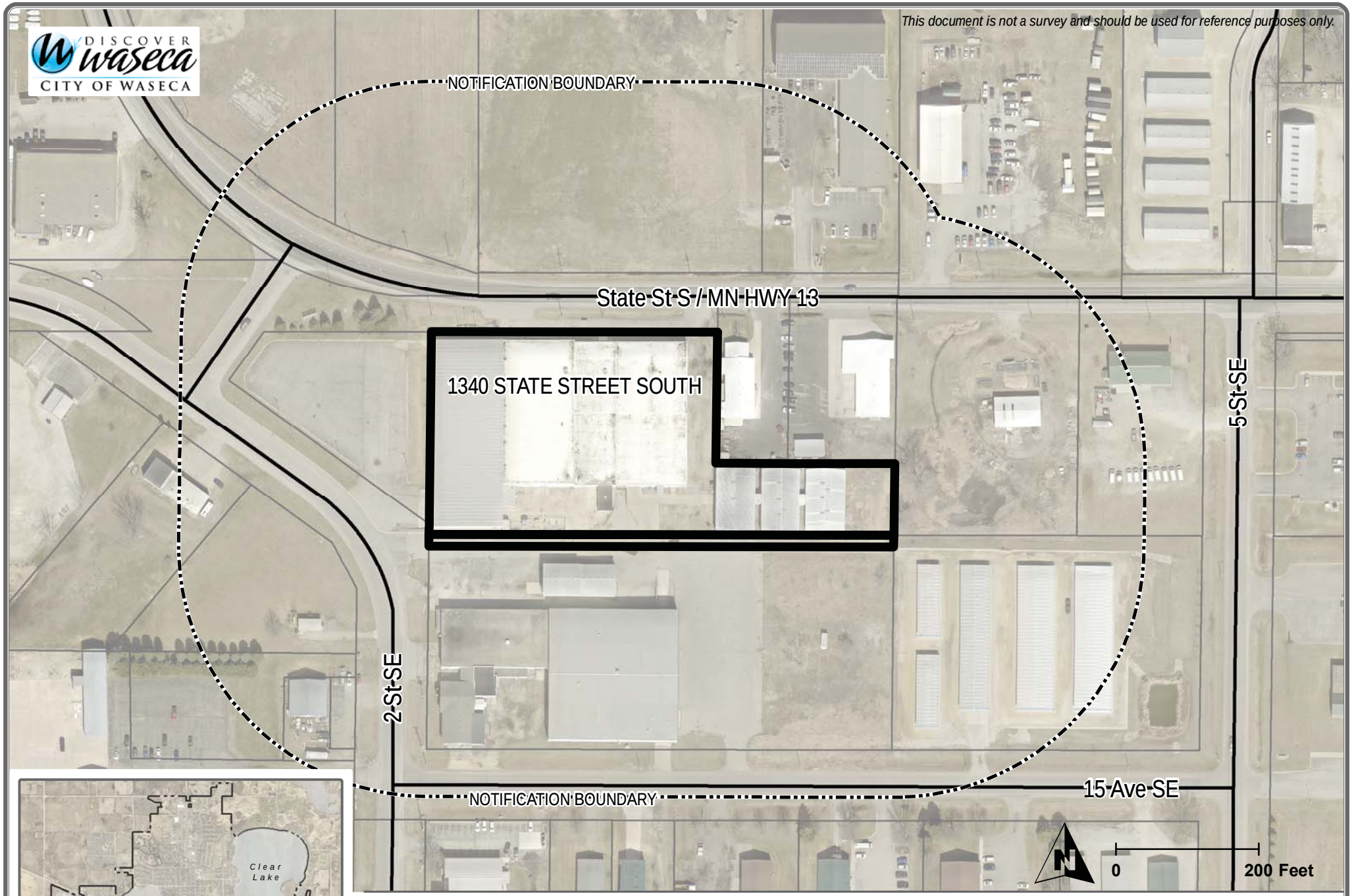
1. The property shall be subdivided according to the approved certificate of survey and legal descriptions, which shall be attached as **EXHIBIT B** to the approving resolution.

2. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

3. All costs associated shall be paid by the property owner.

REQUESTED ACTION

Hold a public hearing on the Variance and take action on a recommendation to be forwarded to the City Council for consideration at their January 17, 2023 meeting.



MINOR SUBDIVISION & VARIANCE

PINS: R17.213.0020 & R17.227.0030 - 1340 State St S - Waseca, MN 56093

Owner: Warehouse Storage LLC - 1781 E Risser St - Kankakee, IL 60901

EXHIBIT A

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL A

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Commencing at the northeasterly most corner of said Block 1; thence South 00°42'37" West a distance of 183.55 feet, on an assumed bearing, on an east line of said Block 1, to a corner of said Block 1, being the point of beginning;

thence South 01°26'37" West a distance of 100.00 feet, to the south line of said Block 1;

thence South 89°53'27" East a distance of 251.52 feet on said south line, to the southeast corner of said subdivision;

thence North 00°28'39" East a distance of 100.00 feet, to a northeast corner of said subdivision;

thence North 89°53'16" West a distance of 249.83 feet, to the point of beginning;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL B

The East 251.52 feet of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL C

All that part of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; west of the East 251.52 feet of said OUTLOT A;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL D

All that part of Lot 2, Block 1, CORCHRAN'S SECOND SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; described as follows:

Beginning at the northwest corner of said Lot 2; thence South 89°56'44" East a distance of 400.00 feet, on an assumed bearing, on the north line of said Lot 2, to a northeast corner of said Lot 2;

thence South 00°42'37" West a distance of 183.55 feet, on a east line of said Lot 2;

thence South 01°26'37" West a distance of 100.04 feet to a point on the south line of said Lot 2, said point being 251.52 feet west of the southeast corner of said Lot 2;

thence North 89°53'27" West a distance of 398.48 feet, on the south line of said Lot 2, to the southwest corner of said Lot 2;

thence North 00°39'53" East a distance of 283.19 feet, to the point of beginning;

Legal Description

17.213.0020

Lot 2, Block 1,

CORCHRAN'S SECOND SUBDIVISION,

CITY OF WASECA, WASECA COUNTY, MINNESOTA

Legal Description

17.213.0020

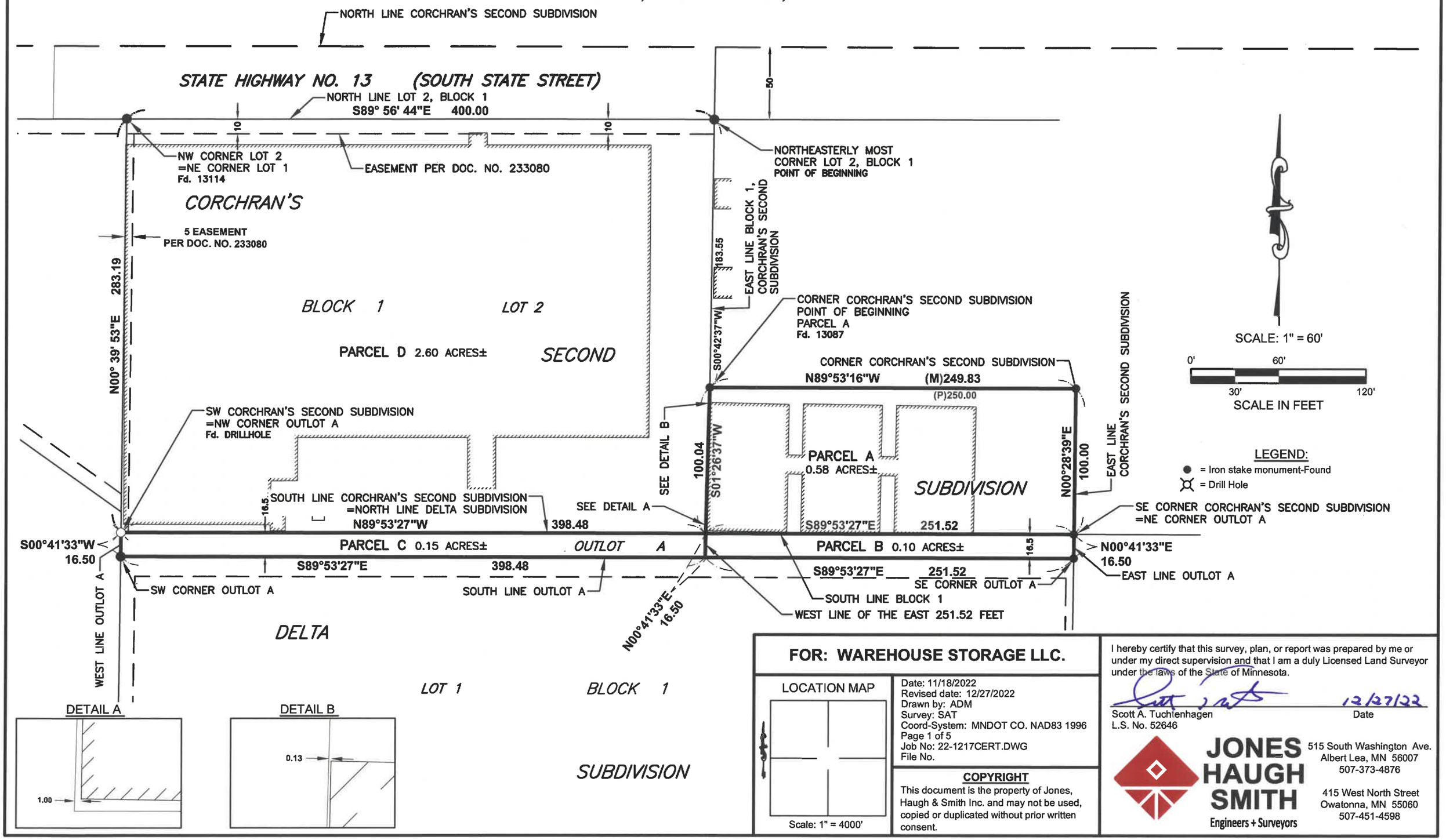
Out-lot A,

As shown on the plat of DELTA SUBDIVISION,

WASECA COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

PART OF LOT 2, BLOCK 1, CORCHRAN'S SECOND SUBDIVISION AND OUTLOT A, BLOCK 1, DELTA SUBDIVISION
WASECA, WASECA COUNTY, MINNESOTA



FOR: WAREHOUSE STORAGE LLC.

LOCATION MAP

Scale: 1" = 4000'

Date: 11/18/2022
Revised date: 12/27/2022
Drawn by: ADM
Survey: SAT
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 5
Job No: 22-1217CERT.DWG
File No.

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

Scott A. Tuchtenhagen
L.S. No. 52646

12/27/22
Date

JONES HAUGH SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

1340 State St S

RESOLUTION NO. 23-04

RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE TO ALLOW NEWLY CREATED PARCELS THAT WILL NOT MEET THE SIZE REQUIREMENTS FOR PROPERTY ADDRESSED 1340 STATE STREET SOUTH IN WASECA

WHEREAS, application has been made to the City Council of the City of Waseca by Warehouse Storage, LLC, owners of the property, for approval of a variance from the provisions of Chapter 154 of the Waseca City Code to allow newly created Parcel B and Parcel C that will not meet the minimum required width and size. The property is located at 1340 State St S in Waseca, described as:

EXHIBIT A

And,

WHEREAS, the Waseca Planning Commission held a public hearing on the request at its January 10, 2023 meeting, and all interested parties were provided an opportunity to comment; and

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the variance from the provisions of Chapter 154, Section 154.031, Table 6-6: Minimum Lot Dimensions, I-2 District, of the Waseca City Code to allow a to allow a minor subdivision process to create two (2) new parcels that will not meet the minimum required area of 40,000 square feet and the minimum required width of 150 feet, is subject to the following conditions:

1. The property shall be subdivided according to the approved legal descriptions, **EXHIBIT A,** and certificate of survey, **EXHIBIT B**, which shall be attached to the approving Resolution.

2. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

3. All costs associated shall be paid by the property owner.

Adopted this 17th day of January, 2023.

_____
RANDY L. ZIMMERMAN
MAYOR

ATTEST:

_____
JULIA HALL
CITY CLERK

EXHIBIT A

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL B

The East 251.52 feet of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota;

PREPARED LEGAL DESCRIPTION
WAREHOUSE STORAGE LLC.
PARCEL C

All that part of OUTLOT A, DELTA SUBDIVISION, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota; west of the East 251.52 feet of said OUTLOT A;

Legal Description

17.213.0020

Out-lot A,

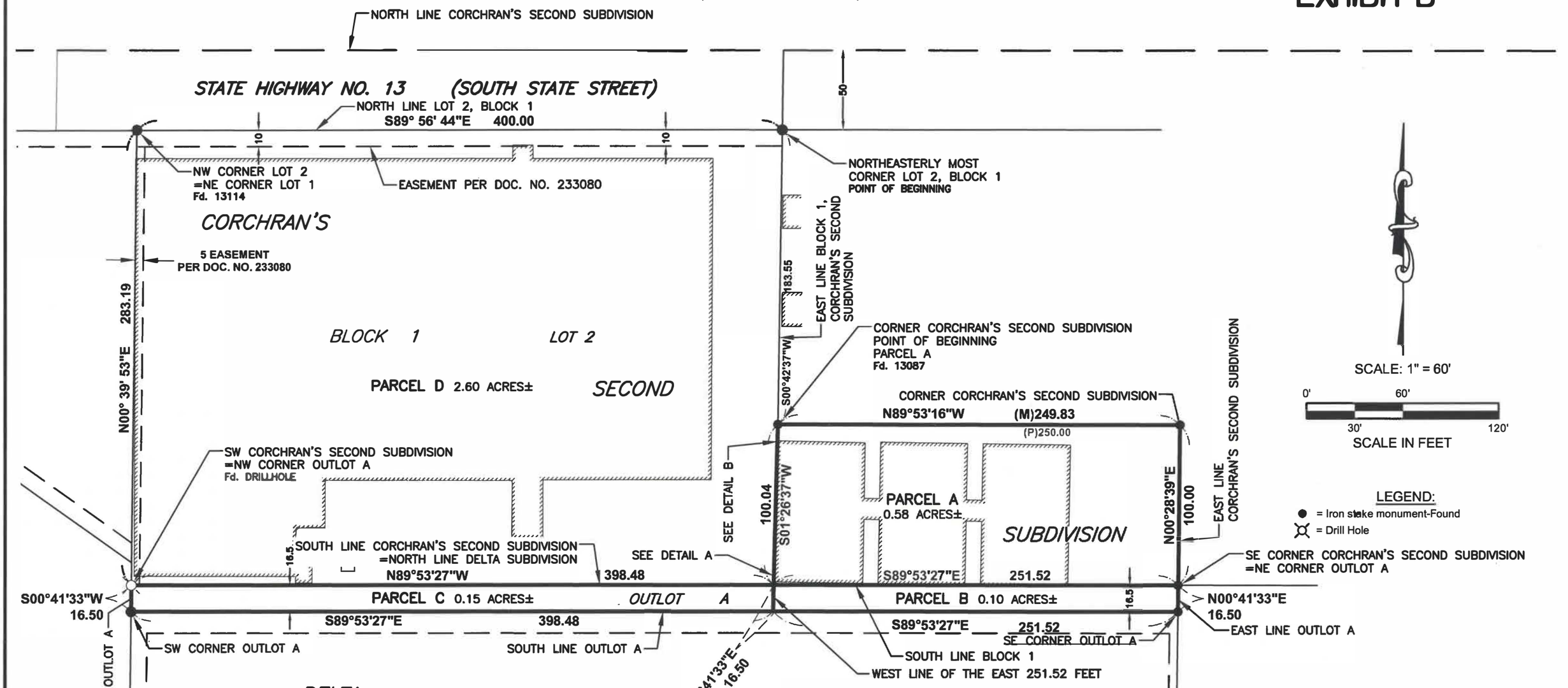
As shown on the plat of DELTA SUBDIVISION,

WASECA COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

PART OF LOT 2, BLOCK 1, CORCHRAN'S SECOND SUBDIVISION AND OUTLOT A, BLOCK 1, DELTA SUBDIVISION
WASECA, WASECA COUNTY, MINNESOTA

EXHIBIT B



FOR: WAREHOUSE STORAGE LLC.

LOCATION MAP

Scale: 1" = 4000'

Date: 11/18/2022
Revised date: 12/27/2022
Drawn by: ADM
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Page 1 of 5
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I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

12/27/22
Date

Scott A. Tuchtenhagen
L.S. No. 52646

JONES HAUGH SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

CITY OF WASECA

Request for City Council Action

Title:	APPROVAL OF LAW ENFORCEMENT LABOR SERVICES (LELS) UNION CONTRACT 2023-2025 AND LETTER OF AGREEMENT (LOA)		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7D**
Action:	☒MOTION ☐REQUESTS/PRESENTATIONS ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	LELS Contract LOA #1
Originating Department:	Administration	**Presented By:**	City Manager
Approved By City Manager: ☒	**Proposed Action:** Approve new contract with the Law Enforcement Labor Services (LELS) and Letter of Agreement (LOA) #1.		
How does this item pertain to Vision 2030 goals?	Good Government		

BACKGROUND: Staff has concluded negotiations with four union contracts the City has with its employees. The City Council has already approved the International Brotherhood of Electrical Workers (IBEW) contract on December 20, 2022. A tentative agreement has been reached with the International Union of Operating Engineers representing Fire Department Employees (IUOE – Fire) and International Union of Operating Engineers representing Public Works, Parks, and Waste Water Treatment Plant Department Employees (IUOE – PW). These tentative agreements will be going before the union employees for a vote before presenting the contracts to the City Council.

The Law Enforcement Labor Services (LELS) have seen fit to ratify the proposed terms and conditions for settlement. The attached contract is redlined for the Council to quickly identify all changes to the document.

It is anticipated to present the remaining contracts in February once approved by the respective unions.

BUDGET IMPACT: The agreement incorporates an overall wage increase of 3.0% which has been included in the budgets presented to council in December.

POLICY QUESTION: Does the Council wish to approve the proposed labor contract?

RECOMMENDATION: Staff recommends approval of the LELS contract and LOA.

LABOR AGREEMENT

BETWEEN CITY OF WASECA, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #339

January 1, 202~~0~~3 – December 31, 202~~2~~5

Article 1: Recognition
Article 2: Grievances
Article 3: Hours and Overtime
Article 4: Salaries
Article 5: Management Rights
Article 6: Union Officials
Article 7: Discipline
Article 8: Unfair Labor Practices
Article 9: Safety Practices
Article 10: Jury Service
Article 11: Response Time
Article 12: Vacations
Article 13: Leaves of Absence
Article 14: Holidays
Article 15: Sick Leave
Article 16: Severance Pay
Article 17: Injury Leave
Article 18: Military Leave
Article 19: Insurance Benefits
Article 20: Waivers
Article 21: Training
Article 22: Funeral Leave
Article 23: Uniform Allowance
Article 24: Deduction of Dues
Article 25: Severability
Article 26: Seniority
Article 27: Release of Records
Article 28: Personal Leave
Article 29: Duration

LABOR AGREEMENT
Between THE CITY OF WASECA &
LAW ENFORCEMENT LABOR SERVICES INC, LOCAL #339

This AGREEMENT entered into as of the 1st day of January 202~~0~~3 by and between the CITY OF WASECA, a municipal corporation, (hereinafter referred to as the "CITY" and LAW ENFORCEMENT LABOR SERVICES, INC. (hereinafter referred to as "UNION") as exclusive bargaining agent for the employees in the bargaining unit set forth in Article I below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the CITY to retain the right effectively to operate in a responsible and efficient manner and are consistent with the paramount needs of the CITY, and its citizens;

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions where not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruptions of work and interference of the efficient operation of the CITY and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this AGREEMENT is not intended to modify any of the discretionary authority vested in the CITY by statutes of the State of Minnesota, City Charter, and City Ordinances and Resolutions.

Article 1: Recognition

Section 1: The CITY recognizes the UNION as the exclusive bargaining representative for all police officers employed by the City of Waseca, Minnesota, in the Police Department, as governed by M.S: 179,63, excluding supervisory and confidential employees.

Section 2: The CITY agrees that there shall be no intimidation, coercion, or discrimination against any of the employees covered by this Agreement because of their legal activities in the UNION. The CITY and the UNION agree that there shall be no discrimination against any Employee because of race, creed, religion, sex or national origin.

Article 2: Grievances

Definition of a Grievance: A Grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 1: Union Representatives: The EMPLOYER will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the EMPLOYER in writing of the names of such Union Representatives and of their successors.

Section 2: Processing of a Grievance: It is recognized and accepted by the Union and the EMPLOYER the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to the Article provided the employee and the Union Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to work the programs of the EMPLOYER.

Section 3: Procedure: Grievances, as defined by Article 2.1, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar-days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Police Chief. The Police Chief will give an answer to the Step 2 grievance in writing within ten (10) ten calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager will give answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3(a). A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services, a submission to mediation preserves the time lines for filling Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 4. Arbitrator's Authority

A. The arbitrator will have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the Union, and will have no authority to make a decision on any other issue not so submitted.

B. The arbitrator will be without power to make decisions contrary to or inconsistent with, or modifying or varying in anyway the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding on both the EMPLOYER and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the EMPLOYER and the Union provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

Section 5. Waiver. If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

The time limit in each step may be extended by mutual agreement of the EMPLOYER and the Union.

Article 3: Hours and Overtime

Section 1: This article is intended only to define the normal hours of the week and to provide a basis of the calculation of overtime pay. Nothing herein shall be construed as a guaranty of hours of work per day or per week.

Section 2: Work Schedule

A. Normal work year shall consist of 2,080 hours to be accounted for by each employee, through

- Scheduled hours of work
- Holidays
- Roll Call
- Required Training

Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

B. Overtime shall be compensated for all hours in excess of the regular scheduled shift and shall be compensated for at the rate of time and one-half the regular hourly rate of pay, (annual salary divided by 2,080). Off duty call backs shall be considered overtime and will be compensated for at the overtime rate of two (2) hours minimum per call back.

C. Compensatory time may be accumulated up to 42 hours per year.

~~B.~~D. Payment of overtime shall be made in either cash or compensatory time off. Employees may elect to receive compensatory time for hours worked on shifts that are in addition to the employees regularly scheduled shift. However, an employee must have approval to receive compensatory time for hours worked that are an extension or early report to a regularly scheduled shift; and, for hours worked on shifts that were the result of voluntary shift trade.

Section 3: Overtime shall be considered any duty assigned or delegated when directed by the department head. Employees may be assigned overtime with the discretion of the employer. Employees shall be required to work overtime unless excused by the employer. In the case of a staffing emergency, as defined herein, an officer will be required to work overtime to meet the staffing needs of the employer. A staffing emergency would arise in the event of insufficient coverage for a defined period of time to provide public safety for the City of Waseca residents. This staffing emergency may result from illness, injury, or situational emergencies as determined by the Chief of Police.

Section 4: ~~An officer will not be scheduled to work within twelve (12) hours of completing a previous shift unless necessary due to an emergency situation or the result of voluntary switching. If an officer is scheduled for a non-emergency, non-voluntary reason to work within twelve (12) hours of the completion of a regularly scheduled shift, payment will be at time and one-half (1/2).~~Employees required by the employer to work less than twelve (12) hours after the scheduled end of their previous shift shall receive 12-hour turnaround pay at a rate of time and one-half (1 ½). This would include mandatory trainings and special events as directed by the chief and or supervisor. Employees who report to work with less than twelve (12) hours after their last shift due to voluntary switching shall not be eligible for 12-hour turnaround pay.

Section 5: Court time: Any Officer who goes to court will receive 2 hours pay. Officers that are coming off the D shift and E shift and required to attend court on the following day will receive 3 hours pay for court time.

Court cancellation: If court is cancelled, officers will receive 2 hours of pay if notice of cancellation is not emailed by 1600 hours the previous day.

Section 6: ~~On-call pay: Detectives will be compensated for 2 hours of straight time per day on weekends (Saturday and Sunday) and holidays (as stated in Article 14: Section 1) to be on-call. Hours of on-call start at 12:00 a.m. and ends at 11:59 p.m.~~

~~Detectives must respond within forty-five (45) minutes of call.~~ On-Call Detectives shall receive paid compensation at the following rates:

a. 1.0 hour at overtime rate for each weekday Monday through Friday.
b. 4.0 hours at overtime pay rate for each week-end day (Saturday and Sunday) and holidays (as stated in Article 14: Section 1).

The on-call detective must respond within forty-five (45) minutes of call. The on-call detectives' rotation shall be Monday through Sunday, a seven day on call rotation.

Article 4: Salaries

Section 1: Hourly Rate for ~~-~~202~~0~~3 ~~effective December~~effective December ~~30~~26, 20~~19~~2022 shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$~~29.84~~ $32.45	~~$31.09~~ $33.80	~~$32.33~~ $35.15	~~$33.57~~ $36.51	~~$34.82~~ $37.86	~~$36.06~~ $39.21	~~$37.31~~ $40.57

New employees shall be brought in at the appropriate step as determined by the employer based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 through Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position~~,~~. ~~except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on the first full pay period of July, which will be treated as their anniversary date for the purpose of moving steps going forward.~~

The City, at its sole discretion, shall establish the shifts for employees in order to provide appropriate staffing.

Incentive Pay	
Bachelor's Degree	1%
Master's Degree	2%

Section 2: Effective January 202~~1~~4, employees will receive a 3% Cost of Living increase. Effective January 202~~2~~5, employees will receive a ~~2%~~ 3% Cost of Living increase.

If non-represented employees receive a Council approved general, across-the-board wage increase; except for increases resulting from mediation, arbitration, or to establish equitable compensation relationships as provided by Minn.Stat.sec.471.991, Subd.5; from January 1, ~~2020~~ 2023 through December 31, 202~~2~~5, then the employee in this bargaining unit shall receive the same increase.

Article 5: Management Rights

Section 1: It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the CITY in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the CITY; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities. The assignment of employees to various shifts and jobs within the Police Department shall be at the sole discretion of the City.

Article 6: Union Officials

Section 1: There shall be no more than two UNION Stewards from the Police Department.

Section 2: The Steward and the other UNION officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their work stations. The UNION shall furnish the CITY with a complete and current list of its officers, stewards and grievance committee members.

Section 3: Representatives of the UNION, previously accredited to the CITY in writing by the UNION, shall be permitted to come on the premises of the CITY for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or a designated representative, provided that the UNION representative does not interfere with the work of the employees and reports back to the City Manager after completion of investigation or discussion of grievances.

Section 4: The UNION agrees that UNION activity of any kind or nature shall be conducted in such a manner so as to not unreasonably interfere with the performance of the employee's duties.

Article 7: Discipline

Section 1: The employer will discipline for cause only. Discipline will be in one or more of the following forms:

a. Oral reprimand
b. Written reprimand
c. Suspension
d. Demotion, or
e. Discharge

Section 2: Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The UNION shall be provided with a copy of each such notice.

Section 3: A. An oral reprimand may be recorded in writing for record keeping purposes. That record may be maintained by a supervisor for one (1) year or an evaluation period, whichever is less. At that time, the record of the oral reprimand will be destroyed. The oral reprimand may be referenced in the performance evaluation.

B. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by the signature of the employee. The employee will receive a copy of such

reprimands and/or notices. Written reprimands, except as relevant to a continuing course of conduct, will be purged from the employee's personnel file three years after the date of which the employee acknowledged the reprimand. Written reprimands shall be included in the performance evaluation.

Section 4: Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

Section 5: Employees may not be suspended without pay for more than thirty (30) working days in any calendar year. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 6: Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7: Grievances relating to this Article may be initiated by the UNION in Step 3 of the grievance procedure.

Article 8: Unfair Labor Practices

Section 1: Both the Employer and Employee herein fully recognizes and acknowledges the terms and conditions of that known as the Minnesota Labor Relations Act with specific reference to Section 179.11 (Unfair Labor Practices by Employees) and Section 179.12 (Employers' Unfair Labor Practices) as well as Section 179.13 (Interference's Which Are Unlawful) and that upon claim of violation there is by either party, they shall invoke the provisions of grievance procedure herein set forth.

Article 9: Safety Equipment

Section 1: The CITY agrees to provide safe working conditions for its employees, and employees agree that they will be aware of, know the uses of and will in all instances use all the safety equipment furnished to them by the CITY.

Article 10: Jury Service

Section 1: When an employee has been absent from work because of jury service, they shall be paid their regular salary by the employer with the understanding that, at the completion of jury service, the employee shall present their jury service check to the Finance Director.

Article 11: Response Time

Section 1: All regular employees employed by this agreement, shall reside within 35 miles of the Public Safety Center. The CITY retains the right to discontinue employment of any individual covered by this contract if the CITY determines that said employee does not comply with the above residency requirement.

Article 12: Vacations

Section 1: All regular employees employed by this Agreement shall be entitled to a vacation with pay as specified in Article 4 each year in accordance with the following schedule:

One (1) year but less than Twelve (12) years	Three (3) weeks containing fifteen (15) working days, 120 hours annually
Twelve (12) years or more	Four (4) weeks containing twenty (20) working days, 160 Hours annually

Section 2: All permanent full-time employees in service will accrue vacation days in accordance with the schedule listed above. Vacation shall accrue to all full-time permanent employees for continuous service from the date of initial employment in a full-time, permanent position at the rate of ten hours for each calendar month of service during the first twelve (12) years of service. Beginning in the twelfth (12) year of employment and for all succeeding years of employment an employee shall earn vacation days at the rate of 13-1/3 hours for each month of service.

Section 3: Vacation schedules shall be determined by each department head in accordance with departmental requirements. Earned vacation may be accumulated up to a maximum of thirty (30) days. Vacation will not accrue or accumulate for more than thirty (30) days except upon approval of the City Manager.

Section 4: Vacation time shall be compensated at the employee's regular rate of pay. When a holiday occurs during a regular vacation, said holiday shall not be charged against earned vacation time; pay for such holiday shall be added to the employee's vacation pay. Since the purpose of a vacation is to give an employee an opportunity to rest and relax, no additional compensation will normally be paid to an employee in lieu of vacation.

Section 5: Each employee who leaves the City employment for any reason, whether voluntary or involuntary will be paid for time earned, unused vacation days that have been earned and not taken.

Section 6: Unauthorized time off will be charged against vacation, if vacation is exhausted, time will be charged against sick time. In the event vacation and sick time are both exhausted, the time will be counted as unpaid leave.

Section 7: When there are conflicts over a particular period, the senior person shall be given the preference. National Guard and Army Reserve (or related leaves) will take precedence over vacations where a limited number of employees can be let off at any one time.

Article 13: Leave of Absence

Section 1: An unauthorized absence from duty during required hours of attendance whether for a day or more, or any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two calendar weeks, his employment with the City automatically terminates.

Section 2: If an employee is either on an approved leave of absence without pay, or is suspended, or is absent without leave, without securing subsequent authorization for such leave, the employee shall not accrue any vacation or sick leave for the time they were absent or suspended. Any holidays occurring in conjunction with absence, without leave, or leave without pay shall be forfeited by the employee.

Section 3: When the interests of the CITY can benefit, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointment of authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Article 14: Holidays

Section 1: In lieu of receiving the following paid holidays commemorating the following occasions: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and one personal leave day, employees shall receive one eight hour day per month of holiday leave.

Section 2: Employees required to work a portion of their shift on Easter, Thanksgiving or Christmas shall be paid at double their regular hourly rate of compensation for the hours worked on those days. Employees required to work a majority of their shift on July 4th,

Memorial Day, Labor Day or Christmas Eve shall be paid at one and one-half (1/2) times their regular hourly rate of compensation for the hours worked on those days.

Section 3: Employees may accrue a maximum of five holidays at any time.

Section 4: Any Officer working Christmas Eve will be paid time and on-half wages for that day.

Article 15: Sick Leave

Section 1: Each employee shall earn sick leave from date of employment at the rate of 8.5 hours per month.

Section 2: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section **181.940, subdivision 4**, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

Section 3 : Employees are required to follow the following three steps to be eligible for sick leave:

A. Report immediately to the employer the reason for any absence;
B. If the absence is more than three days in length, the employee must keep the employer informed of the employee's physical condition; and,
C. If required by the employer, employees must submit proper medical certificate for absences exceeding three days.

Section 4 : Employees who claim sick leave when physically and mentally fit unless under a specific provision of this agreement shall be subject to disciplinary action.

Section 5 : Employees who do not use any sick leave during the calendar year shall receive one (1) additional sick leave day ~~or deferred sick leave day~~, to be added to their leave banks the following January.

Article 16: Severance Pay

Section 1: Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay **MUST** be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

Article 17: Injury Leave

Section 1: Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Workmen's Compensation Act of the State of Minnesota as amended, arising out of and in the course of CITY employment.

Section 2: The employee agrees and shall be obligated to turn over to the CITY all amounts received by employee as temporary weekly compensation under the Act until certified by appropriate medical authority selected by the CITY as being capable of performance of assigned duties.

Section 3: Any full-time employee who is employed by the CITY and is injured on their regular job, shall be entitled to full pay up to a period of ninety (90) days while they are absent from work by reason of such injury, and receiving workers compensation payments for lost time. If any portion of the day is reimbursed to the employee by workers compensation for lost time, that portion will be counted toward the 90 day time period.

These benefit checks will be endorsed over to the City. At the employee's option, the accrued sick leave will not be charged until beginning with the 91st day of absence from work by reason of such injury. An employee who claims an absence from work due to

an injury sustained on their regular job is subject to examination to be made on behalf of the CITY by a person competent to perform the same and is designated by the CITY. Where doubt exists as to the employee's physical and mental capability to perform, the employer shall have the right to require the employee to take a medical examination at the CITY's expense at a reasonable time.

Section 4: Nothing in this Article shall be construed to the limit the CITY's right and authority as specified in Article 5.

Article 18: Military Leave

Section 1: Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed fifteen (15) days in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges to such absences.

Article 19: Insurance Benefits

Section 1: ~~The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement. For employees electing single coverage for major medical coverage and hospitalization, the City will pay the full premium cost for such single coverage and shall rebate to the employee taking single coverage, the sum of $100.00 for each full month the employee does not take family coverage.~~The City will contribute the following for each level of coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement:

Single	$950
Employee + 1	$1,750
Family	$2,500

There will be an annual health insurance reopener for 2024 and 2025.

Section 2: The hospital and false arrest insurance shall continue as currently in effect, with the City paying for hospitalization and major medical. Such employee shall be eligible for group hospital insurance from 30 days after their employment.

Section 3: The City will pay the full premium for one hundred thousand dollars ($100,000) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by

employees at the employee's expense to the extent allowed under the Employer's group policy.

Section 4: The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of $6,000 per month.

Section 5: All employees who qualify for a severance benefit shall have the full amount of unused sick leave remitted by the employer to the Minnesota State Retirement System to be deposited to the Post-Retirement Health Care Savings Plan for the employee, as authorized and governed by Minnesota Statute Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

Section 6: The CITY agrees that any benefit changes must be approved by the UNION.

Section 7: The CITY agrees to permit employees retiring to continue on as members of the group health and insurance programs of said employer in accord with state law and the employee shall contribute the entire cost thereof to the CITY. Said employees election to paying said insurance coverage shall be given to the CITY in writing 30 days prior to the effective date of their retirement.

Article 20: Waivers

Section 1: The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 21: Training

Article 1: Notwithstanding the fact that the responsibility to maintain State (Peace Officer Standard and Training) certification with individual employees, the CITY will cooperate with employees to assist in all areas of training, including:

A. Make information regarding training programs available to employees.
B. When prior approval is received from the Chief of Police, all time spent and reasonable costs incurred in such training shall be paid at the applicable rate. The CITY will pay for post board licensing cost for employees.

Article 22: Funeral Leave

Section 1:

Employees will be granted up to four days of funeral leave per year. Funeral leave shall not accrue from year to year. Employees will be permitted to use up to four consecutive working days per year, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family members (for purposes of Funeral Leave) are an employee's parent, step-parent, spouse, child or step-child, sibling or step-sibling, grandparent or step-grandparent, grandchild or step-grandchild, mother- or father-in-law, grandparent-in-law, sibling-in-law, or member of the immediate household.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Director depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

Article 23: Uniform Allowance

Section 1: ~~Effective in 2011, the~~The CITY will provide the initial uniform to the employee and will reimburse employees for up to $900 per year for uniform and accessories. An employee must be employed for at least six-months in the calendar year to qualify for this benefit. Request for reimbursement must be accompanied by a copy of the receipt.

Article 24: Deduction of Dues

Section 1: Employer hereby agrees to deduct from the wages of the employees governed hereby monthly dues as designated by the UNION and the same be payable at the end of each month to Law Enforcement Labor Services, Inc., subject only to authorization being signed by each employee involved.

Article 25: Severability

Section 1: If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 26: Seniority

Section 1: During the one (1) year probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.

Section 2: Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

Section 3: A reduction of work force will be accomplished on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

Article 27: Release of Records

Section 1: The City shall not release an employee's medical or psychological records without first having obtained a written authorization for the release of such information from the employee. The City must obtain a written authorization each time it wishes to release the employee's medical or psychological information.

Article 28: Personal Leave

Section 1: All employees employed by this agreement shall be entitled to eight (8) hours of personal leave annually.

Article 29: Duration

Section 1: This AGREEMENT shall remain in full force and effect from the first day of January, 2023~~0~~ to the 31st of December 2025~~2~~ and shall automatically be renewed from year to year unless either party shall notify the other in writing sixty days prior to the anniversary date.

IN WITNESS WHEROF, the undersigned have caused this AGREEMENT to be executed as of the __ day of_____, _____.

CITY OF WASECA, MINNESOTA

_____
City Manager

LAW ENFORCEMENT LABOR SERVICES, INC.
Local #339

_____
Union Steward

_____
Business Agent

Letter of Agreement #1

City of Waseca, hereinafter referred to as the Employer, and the Law Enforcement Labor Services, Inc., Local #339, hereinafter referred to as the Union, agree to the following for the duration of the contract effective January 202~~0~~3.

Article 1: Compensatory Time

The following conditions shall apply to the accrual and use of compensatory time for all City employees eligible to receive compensatory time. Employees will be compensated for authorized overtime work by either allowing the employee time off or by monetary compensation both at a rate of one and one half (1-1/2)times regular pay. Adequate records will be maintained by the employee and the Finance Department. ~~Prior to working overtime hours, an employee must receive authorization from his/her supervisor and an agreement must be made whether the time will be compensated monetarily or with compensatory time.~~ Employees may elect to receive compensatory time for hours worked on shifts that are in addition to the employees regularly scheduled shift. However, an employee must have approval to receive compensatory time for hours worked that are an extension or early report to a regularly scheduled shift; and, for hours worked on shifts that were the result of voluntary shift trade. Unless otherwise specified by a labor contract, one and one half (1-1/2) hours of compensatory time shall be earned for each full hour of authorized overtime worked. Employees may earn a maximum total of forty-two (4~~0~~2) hours of compensatory time in anyone fiscal year. Once an employee has accumulated forty-two (4~~0~~2) hours of compensatory time, all further hours for overtime or stand by shall be compensated at the rate of time and one half the employee's regular rate of pay.

Compensatory time will be paid into a Health Care Savings Plan at the end of the fiscal year if not taken before the first pay period in December.

Article 2: Health Care Savings Plan:

2.1 **Establishment:** The Employer shall implement a tax-advantaged Health Care Savings Plan (HCSP) administered by Minnesota State Retirement System (MSRS). The HCSP is designed specifically to address future healthcare-related costs of Employees after separation from employment. The Health Care Savings Plan shall allow Employees, as a group, through the collective bargaining process to designate pre-tax compensation to pre-fund eligible post-employment expenses. Contributions, interest and gains, and withdrawals from the HCSP shall be tax-free to the fullest extent possible under state and federal statute.

2.2 **Authorization and Administration:** The HCSP is administered by MSRS. The HCSP is an employer-sponsored program that allows employees to invest in a tax-free medical savings account while employed by a Minnesota public employer. Minnesota State statute authorizes MSRS to offer this program to governmental employees in Minnesota including city, state, county, school districts, and governmental subdivisions.

2.3 **Participation:** Participation in the HCSP shall be mandatory for all Employees.

2.4 **Contribution Calculations:** Contributions to the HCSP, based upon Employee hours, shall be calculated using the Employees' appropriate pay rate at the time of conversion. Contributions are mandatory.

2.5 **Contribution Methodology:** Funding of the HCSP shall be in accordance with the established contribution method:

A. **Compensatory Time**: One hundred (100) percent of compensatory time hours not used by the 1st pay period of December shall be deposited into the Employee's HCSP account.
B. **Account Fees:** HCSP account fees are established by MSRS and shall be paid from the Employee's HCSP account.

2.6 **Contribution Methodology Changes:** The intent of the HCSP is for Employees to determine the contribution methodology within reasonable parameters established by the Employer. Contribution methodology changes shall be a cooperative effort between Employees and Employer.

The Union may request, prior to the expiration of this Agreement, modification of the contribution methodology upon simple majority vote of the members. The Union shall notify the Employer in writing of any proposed modifications.

Requested modifications of the contribution methodology shall be subject to Employer and legal counsel review prior to approval. Requested modifications of the contribution methodology shall not result in additional re-occurring costs to the Employer and shall comply with all Employer policies in effect at the time of the request. In addition, requested modifications of the contribution methodology shall be in compliance with the state and federal statute for tax-advantaged medical savings accounts. Contribution methodology changes and frequency are subject to approval by MSRS.

Requested contribution methodology changes, approved by the Employer, shall be incorporated into any subsequent Letter of Agreement. The newly incorporated contribution methodology shall be implemented within thirty (30) days following ratification of said Agreement.

CITY OF WASECA, MINNESOTA	LAW ENFORCEMENT LABOR SERVICES, INC Local #339
_____	_____
City Manager	Union Steward
	_____
	Business Agent

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	Motion authorizing the ordering of the Waseca Fire Department tanker to replace the 1977 tanker (#522).		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7E**
Action:	☒MOTION ☐REQUESTS/PRESENTATIONS ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	Resolution No 22-43 and quotes
Originating Department:	Waseca Fire Department	**Presented By:**	Fire Chief Jason Forshee
Approved By City Manager:	**Proposed Action:** Motion to move forward with the ordering of the new tanker using Federal funding from the Assistance to Firefighters Grant (AFG) funds.		
How does this item pertain to Vision 2030 goals?	Maintain High Quality Community Assets		

BACKGROUND: On September 20, 2022, the Waseca City Council adopted Resolution No. 22-43 in which the City accepted the federal grant funding in the amount of $278,852.38 from the AFG Program as well as agreeing to budget for the minimum 5% matching funds in the amount of $13,943 to purchase a new tanker. This particular AFG grant can only be granted to municipalities.

A number of estimates and quotes have been received and are attached. These expire on or around January 20th 2023. The lowest bids for the tanker as well as the loose equipment currently totals $328,725.20. Loose equipment includes hose, nozzles, water connections, fire extinguishers, and safety equipment (vests, cones, and various wrenches – see attachment). If everything is ordered before the quotes expire, the quote amounts are firm. No payment will be made until the equipment is received. A possible performance bond for $3200 is included in the total cost.

Staff continue to seek other grant opportunities and other area funding sources to lower the costs of the needed replacement equipment.

Additionally, staff have diligently been working with the Waseca County Rural Fire board members on the purchase of this equipment. Fire Chief Forshee attended their January 9, 2023 meeting and the Board voted unanimously to have the City proceed with what is presented and they have begun to have the conversation of each other's monetary responsibility in this purchase. Fire Chief Forshee indicated that the meetings with the Rural Fire Board have been very well received.

An agreement between the City of Waseca and the Rural Fire District will be completed and will outline costs involved and responsibilities of each entity.

It is imperative that the tanker be ordered as soon as possible since not only will the quotes expire but the cost of the tanker and its equipment will most certainly increase. Additionally, the AFG grant cycle is two years and the build time for the tanker is now approximately 18 months.

BUDGET IMPACT: The exact budget impact is unknown at this time since other funding sources and the amount the Rural Fire District will pay is currently being discussed.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: N/A

RECOMMENDATION: Staff recommend authorizing the ordering of the new Tanker and the loose equipment for the Waseca Fire Department at the cost of $328725.20.

RESOLUTION NO. 22-43

A RESOLUTION OF THE WASECA CITY COUNCIL ACCEPTING FEDERAL FUNDING FROM THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM

WHEREAS, the purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

WHEREAS, these grant funds would provide needed funding for the City to assist with the purchasing a new Tanker/Tender for the Waseca Fire Department, replacing the 1977 tanker.

WHEREAS, the City of Waseca Fire Department has been awarded federal funding in the amount of $278,852.38.

WHEREAS, the City Council agrees to budget for 5% matching funds for the new Tanker/Tender in the amount of $13,943.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASECA to authorize the City Manger or his designee to accept the federal grant funding from the Assistance to Firefighter Grant program.

Adopted this 20th day of September 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

522 AFG Grant

Midwest Fire 2500 Gallon Tanker	311,925.00
Fire Safety USA (Loose Equipment)	6,936.95
Motorola/Ancom (Radio & Installation)	6,327.86 (Total)
Cord Med (AED)	1,497.89
Magna Grip (Exhaust Tip)	405.00
Advanced Graphix (Graphics)	1,632.50
Total	**328,725.20**

Other Possible Sources:

Waseca Fire Relief Association

Rural Fire District

Other Grants (Waseca Area Foundation)

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

LETTER OF UNDERSTANDING

This Letter of Understanding will memorialize the agreement between Midwest Fire Equipment & Repair Company (Midwest Fire) and __Waseca Fire Department___. This document pertains to a fire apparatus to be manufactured by Midwest Fire, 2500 Gallon Tanker.

Timing/Delivery of Truck Chassis:

- The Waseca Fire Department apparatus project will be added to the next available slot in the Midwest Fire production schedule currently estimated to be in June 2024.
- To maintain the typical production timeline, Midwest Fire requires that the truck chassis be onsite, at its Luverne, MN facility, not later than 03/01/2024. If the truck chassis is not delivered by this date, the Waseca Fire Department understands & acknowledges that Midwest Fire may reprice cost of the apparatus.

Midwest Fire will do everything possible to maintain the production schedule & pricing extended on this fire apparatus project. However, given the open-ended availability of truck chassis, Midwest Fire is unable to extend apparatus pricing beyond the dates detailed above.

ACKNOWLEDGED AND AGREED TO BY:

Midwest Fire Equipment and Repair Company

_____

Sarah J. Atchison, Owner/President & CEO

Date: _____

Waseca Fire Department

_____

(Alicia Fischer), City of Waseca Finance Director

Date: _____

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

January 12, 2023

Waseca Fire Department
303 State St. S.
Waseca, MN 56093-3046

Midwest Fire Sourcewell Contract: 113021-RCK
Waseca Fire Department Sourcewell ID# 221602

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: _____ ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

One (1) New All-Poly® Series 2500 Gallon Tanker and 2024 Freightliner M2-106 Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control. With anticipated completion date on or before August 31, 2024.

Performance Clause: A penalty of $100.00 per day will be applicable if completion exceeds the above date. All to be completed for the sum of (all amounts specified in U.S. Dollars):

Apparatus		
Apparatus Proposal Price	$	216,952
Chassis Proposal Price	$	102,588
Sourcewell Pricing	$	(10,815)
Apparatus & Chassis Proposal Price	**$**	**308,725**

Options			
Section:	**Performance Bond**	$ 3,200	
Total Proposal Price:	**$**		

ORIGINAL

NOTE: CHASSIS PRICING IS ESTIMATED FOR THE CURRENT MODEL YEAR. DUE TO VENDORS INCREASE IN PRICING, GOVERMENT MANDATES (EPA, ETC.), OR MODEL YEAR ACTUAL PRICING DIFFERS, PRICING WILL BE RE-PRICED UPON MIDWEST FIRE RECEIPT OF CHASSIS INVOICE FROM OEM.

Midwest Fire has accounted for an additional $10,000 in surcharges and price increases from Chassis OEM in the Chassis Proposal Price. Any amount less than the Chassis Proposal Price on the final chassis invoice will be credited back to the Waseca Fire Department on the final payment. Any amount exceeding the Chassis Proposal Price on the final chassis invoice will be the responsibility of the Waseca Fire Department.

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Performance Bond: (If selected above by the Waseca Fire Department)
A performance bond shall be provided, equal to the sum of any payments, compensation, and/or consideration provided, prior to taking possession of the apparatus.

Midwest Fire will provide a performance bond in an amount not less than $311,925.00. Notwithstanding anything in the performance bond or this contract to the contrary, Customer will accept said bond with the understanding that it will apply to the supply of the labor, material and equipment necessary for All-Poly 2500 Gallon Tanker as per specifications, pursuant to this contract and the first 12 months of any warranty. The balance of any warranty, if greater than 12 months, shall continue to be guaranteed solely by Midwest Fire.

Terms:
A deposit in the amount of: $ 10,258 (10% of the value of the Chassis) shall be paid within 10 business days upon acceptance of this proposal by the Customer.

The balance of the value of the chassis: $ 92,330 shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer shall be responsible for paying all of the remaining net cash balance upon acceptance of apparatus.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Pre-Construction Meeting:
Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

ORIGINAL

Change Orders:
Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of $500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Force Majeure:
Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

Taxes Responsibility of Customer:
Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

No Liability for Consequential or Indirect Damages:
Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Entire Agreement: This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

ORIGINAL

Severability: If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

_____
Customer/Business Name (please print)

_____
Business Address

_____
Printed Name

_____
Signature Date

_____
Title

ORIGINAL

Sourcewell
Awarded Contract
Contract # 113021-RCK

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

1) ***at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.***
2) ***you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility <u>in Luverne, Minnesota</u>.***

I hereby acknowledge that I have received & fully understand the above information.

_____ _____

Purchaser Date

ORIGINAL

All-Poly® Series 2500 Gallon Tanker Specifications

Prepared for: Waseca Fire Department

Waseca, MN

Midwest Fire Rep: Jeff Bowen

Date: 01/12/23

Notes:

Date	Change Order #	Op Number	Description	Rev

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SECTION 1: BOOSTER TANK

1.00 “T” Tank with a Lifetime Warranty from Its Manufacturer

The All-Poly Series features a polypropylene "T" style tank. The top of this tank may be used as a hose bed, with optional dividers (see section 14). Hose beds stretch the full width and full length of the tank.

“T”-style tank fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material. All exterior tank joints and seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds tested for integrity and leaks and are certified to be free from defects. The top of the tank is white with a textured finish and is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.

The upper rear of the tank has a transverse internal bulkhead isolated from the water carrying portion of the tank. This area may be used for wiring connections and for installing lights and grab handles. The use of external blocks for mounting equipment will be kept to a minimum providing a pleasant appearance. Wire tubes will be installed inside the tank, originating in the transverse bulkhead, and terminating at the bottom of the tank. Wires for lights and equipment will not be visible from the outside of the tank.

The material thickness will be dependent upon its function. The sides, top and ends will be 3/4" (.75) thick. The baffles and fill tower will be 3/8 to 1/2" (.50) thick.

The transverse swash partitions extend approximately 4” off the floor to just under the cover. The longitude swash partitions extend from the floor to the tank through the cover to allow for positive welding and maximum integrity. All partitions are equipped with vent and air holes to permit movement of air and water between compartments. The partitions are designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well to the walls of the tank. This baffling system will be fully compliant with NFPA and the DOT regulations.

There will be a sump located on the bottom of the tank with a ¾” drain valve at the lowest point. A 3” minimum removable clean out plug is installed at the bottom rear and bottom front of the tank.

Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1,000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

1.01 Tank Size

1.01.03 All-Poly Series 2500-gallon single axle

1.02 Rear Fill Tower

Tank has an overhead fill tower with lid, located at the rear of tank. Fill tower is constructed of 1/2" polypropylene with minimum dimensions of 16" square. The tower has a 1/4" removable Poly screen and a polypropylene hinged-type cover with a vent overflow. An internal overflow system is to be inside in the tank and discharge behind the rear wheels. This allows air to enter the tank when dumping water.

1.02.00 Center

THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

SECTION 2: DIRECT FILLS AND TANK LEVEL

2.00 Street Side Direct Fill

A fill directly into the tank at the rear of the apparatus is equipped with a valve, a 30-degree elbow, bleeder valve, plug or cap holder with a tether chain.

2.00.01 Street Side 2 ½" NST

2.01 Curb Side Direct Fill

A fill directly into the tank at the rear of the apparatus is equipped with a valve, a 30-degree elbow, bleeder valve, plug or cap holder with a tether chain.

2.01.07 Curb Side 4" w/5" Storz

2.02 Tank Level Gauge

- Pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

2.02.00.01 Tank Level Gauges automatic off at 10mph.

The water and foam tank level gauges will automatically turn off when the apparatus' speed exceeds 10 mph and automatically turn on below 10 mph.

2.02.04 One (1) Innovative Controls SL Plus Series Water Tank Level Gauge

2.02.04.02 Installed outside the pump compartment.

2.02.04.03 Installed at the rear street side.

2.02.04.5336 "Monster" Installed on the street side at the rear of the tank, facing the street, by the scene light.

2.02.04.5337 "Monster" Installed on the curb side at the rear of tank, facing the curb, by the scene light.

2.02.05 One (1) Innovative Controls SL Plus "Mini" Water Tank Level Gauge

2.02.05.01 Installed on the center console.

2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

2.03.01 Installed on the street side rear panel.

2.04 Storz Wrenches

Storz wrenches. Four (4) Storz spanner wrenches with holder

2.04.02 Installed on the curb side rear panel.

SECTION 3: DUMP VALVES AND CHUTES

Newton 10" square stainless-steel Kwick-Dump Gate style (full flow) dump valves with stainless-steel flip chutes and telescopic chutes. For improved water flow, the dump valve is attached directly to the tank and not by use of a rear manifold system.

3.00 Manual Dump Valves

Manual dump valves will have a locking control handle.

3.00.02 Rear dump valve with 36” telescoping chute.
3.00.02.03 Top handle
3.00.03 Street side rear dump valve with 36” telescoping chute.
3.00.04 Curb side rear dump valve with 36” telescoping chute.

SECTION 4: PORTABLE TANK CARRIER

4.00 Manual Tip-down Portable Tank Carrier

One (1) manual tip-down portable tank carrier for loading/unloading of a folding water tank located above the catwalk and designed to fold down over the body side. When in the up position the tank, carrier will be secured with heavy duty locking DeStaco latches. The tank carrier is constructed of 1 1/4" 14-gauge stainless-steel square tubing.

A red “Carrier down" flashing LED warning light visible to the driver will illuminate when the portable tank carrier is not in the stowed position.

4.00.06 2500 gallons, curb side

4.01 Manual Carrier Enclosure Option

Portable tank carrier enclosure is enclosed on three sides and is equipped with two grab rails, except for the wind deflector. If equipped, the wind deflector option is installed on the tank carrier towards the front, and only has one grab rail.

4.01.02 Portable tank carrier enclosed on three (3) sides in aluminum Tread-brite.

4.06 Portable Tank

The portable tank frame will be constructed with the requested material below. The tank liner is constructed of nylon -coated material, 23 oz. side walls and a 30 oz. floor with handles installed in the floor for ease of folding. All portable tanks will have two outlets.

4.06.06 2500 Gallons, Aluminum Frame, <color>, 147”x 29”

SECTION 5: BODY AND COMPONENTS

Body

- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Stainless-steel corner guards to protect from damage on road and fire scene.
- Front lower vertical surface of body protected with aluminum Tread-brite.

Tank

- The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼" thick stainless-steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.
- This mounting system provides a free-floating connection of the tank to the cradle which allows the chassis frame's normal movement and twist to introduce no stress upon the tank or body.

Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

5.00 Fenderettes

Fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

5.00.01 Chrome Fenderettes

5.01 Rub Rail - Aluminum

The bottom edge of the entire apparatus will have an aluminum rub-rail installed including the pump house, and rear step. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

5.01.01 Red/White Stripe

5.02 Tow Eye

Attached to the rear of the chassis frame is a black powder coated steel support system that provides extra strength to the rear body with integrated tow eyes.

5.03 Cradle

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body. The cradle is constructed using extruded aluminum tubing .25” thick and extruded aluminum flats .375” thick. Cradle cross members are spaced to restrict unsupported portions of the tank between cross members to a maximum of 550” squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

SECTION 6: BODY COMPARTMENTS

6.00 Street Side Compartment

- A sweep-out style compartment provided on the street side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.

6.00.01 Street Side Front Low Compartment

Compartment is located on the street side, ahead of the rear wheels. Approximate inside dimensions are 90” wide by 32” tall by 25” deep. (70” roll-up door approx.)

6.01 Curb Side Compartments

- A sweep-out style compartment provided on the curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.

6.01.01 Curb Side Front Low Compartment

Compartment is located on the curb side, ahead of the rear wheels. Approximate inside dimensions are 82” wide by 32” tall by 25” deep. (70” roll-up door approx.)

6.02 Compartment Options

6.02.10 SCBA Brackets (Fits 6 1/2"-8" Bottles)

SCBA brackets, Zico model #KD-UN-6-SF, mounted towards the front of the compartment unless otherwise specified. For use with most 30 Min 2216 PSI and 45 Min 4500 PSI tanks.

6.02.10.05 Front, Curb Side, Qty (2)

6.02.11 Spare SCBA Cylinder Holders

Spare SCBA cylinder holders are in the rear wheel well area. Cylinders are stored in 8" diameter holders with a stainless-steel hinged door with a positive latch. Door includes a seal for increased protection against weather elements.

6.02.11.01 Single Ahead of Rear Wheels, Street Side
6.02.11.05 Single Ahead of Rear Wheels, Curb Side

SECTION 7: RUNNING BOARDS, CATWALKS, AND REAR STEP

7.00 Running Boards

A 12” wide running board is located at the base of the pump house and is made from embossed aluminum tread plate and includes a replaceable extruded aluminum rub rail.

7.01 Catwalks

Catwalks are located above the street and curb side compartments, made of embossed aluminum tread plate, and bent at a 30-degree angle to provide a drip rail.

7.02 Rear Step

The rear step is NFPA compliant non-slip and made of embossed aluminum tread plate with a 7" tall kick plate. Rounded polished aluminum castings installed on the corners of the step.

7.02.01 12” Deep Rear Step

SECTION 8: GRAB RAILS AND FOOTSTEPS

8.00 Grabs Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and chrome plated stanchion brackets.

8.00.01 Rear Grab Rails
Vertical grab rail(s) provided at the rear.

8.00.01.01 Two (2) Grab Rails, One (1) on each side.

8.00.10 Fill Tower Grab Rail
One (1) horizontal grab rail located behind the fill tower.

8.01 Access Steps

As per NFPA 1901 standards, all steps are a minimum of 35" square.

8.01.01 Upper-Level Hose Bed Folding Steps
There are large steps with kick-plates provided at the rear of tank for access to the hose bed area. The two upper steps are illuminated. The two lower steps are only illuminated by the two upper steps.

8.01.01.05 Folding Steps, Chrome Plated, Two (2) Curb Side, Two (2) Street Side

8.01.04 Lower-Level Rear Steps
Large, illuminated steps provided at the rear for access to the catwalk area. The steps are a minimum of 35" square with polished kick-plates.

8.01.04.03 Chrome Plated, Folding Steps, Two (2), One (1) Curb & Street Side

SECTION 9: ELECTRICAL EQUIPMENT

9.00 Multiplex Electrical System

9.00.01 Innovative Controls Multiplex System

- The apparatus is equipped with a battery disconnect “Master Switch” mounted inside the chassis cab.
- Control Display
  The apparatus is equipped with a full color LCD display, with push buttons and touch screen capability with J1939 CAN Bus connections and video inputs. It is bonded for direct sunlight viewing, sealed against harsh weather conditions, and mounted flush in the center console.
- Push Button Switch Modules
  The apparatus is equipped with the appropriate quantity of push button switch modules for enhanced device activation. Individual switches are backlit with symbol labels. Switch panels are sealed against harsh weather conditions and have LED indicators. Each switch position’s back light may be individually controlled allowing for the specific switch position to be used as an indicator.
- The multiplex system includes the functions of the Vehicle Data Recorder and Seat Belt Monitor.
- The multiplex system utilizes a Controller Area Network (J1939) protocol to provide multiplexed control signals for "real time" operation. The system consists of a main control module and the appropriate combination of additional module(s), Switch Input Module(s), and other I/O modules as required for each apparatus’ application.

9.01 DOT Lighting Details

- A total of nine (9) LED clearance lights and seven (7) red LED lights installed at the rear.
- Two (2) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

9.02 Lower-Level Rear Lighting

9.02.01 Quad cluster Taillight Package

Two (2) LED Quad-Cluster combination include: red LED stop/tail, clear LED backup light, amber LED arrow type turn signal, and LED warning light, installed at the rear. Light assemblies provided in chrome plated housing.

9.02.01.02 Whelen M6 Series Quad-Cluster

9.03 Antenna

9.03.02 Customer Supplied Antenna

Customer's antenna installed on the chassis roof behind the lightbar. Cable will be labeled and tied up inside the center console if a radio is not mounted. If a radio is mounted the antenna will be crimped and attached to the radio.

9.03.03 Customer Supplied Radio

Customer's radio and one speaker mounted only if applicable. The speaker will be mounted in an area that will not hinder audio. Power and programming will be the responsibility of the customer. The wires will be labeled and tied up in the center console. Mounting bracket(s) are to be supplied by customer.

9.03.03.01 Radio surface mounted in the center console behind the siren controls.

9.04 Camera System

9.04.05 Dual Blind Spot and Rear-View Camera System

A three (3) camera system installed consisting of one (1) rear-view camera, one (1) street side blind spot camera, one (1) curb side blind spot camera. A single 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Rear view camera is set to automatically activate when truck is put in reverse. The blind spot cameras will be activated with the turn single.

9.06 Power Distribution Options

9.06.05 Duplex Outlet - Shoreline

Shoreline connected 110v duplex outlet installed in the upper front sill of the compartment unless specified otherwise.

9.06.05.01 Front, Street Side
9.06.05.05 Front, Curb Side

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short-protected terminal strip will be installed in the upper front sill of the compartment unless specified otherwise.

9.06.06.09 Inside Center Console, Wired to Chassis Battery
9.06.06.10 Inside Center Console, Wired to Master Switch

SECTION 10: EMERGENCY SIREN AND LIGHTING EQUIPMENT

10.00 Apparatus Control Center

All emergency lighting, options, and accessories are controlled at a master control center in the cab.

The apparatus control center:

- Controls all warning lights and scene lights.

- Includes an "Open Door" and other optional indicator lights.
- UV700 Multiplex display – If equipped.
- Controls other optional functions if equipped. (I.E. Electric Dump Valves, Pump Shift)
- Mounted Electronics, Sirens, and Radios – If equipped.
- Features lighted identification plates on a non-glare panel face that clearly identify each switch and its function.
- Removable lid on console for maintenance and adding additional items.
- Control Centers will require that there be no seat in between the driver and passenger seats.

All warning packages are fully NFPA compliant and certified by the lighting component manufacturer to meet all requirements.

10.00.01 Center Console for Freightliner Chassis

10.01 Light Bar:

The light bar is mounted on the cab roof.

10.01.01 Whelen model Justice Series light bar

Whelen model Justice Series, Super-LED low-profile, 56” long. Covers front and front side zones. The light bar has four (4) linear corner modules with nine (9) Super-LED light heads per module, and six (6) CON3 modules with three (3) CON3 Super-LED light heads per module.

10.01.01.01 Whelen JE2NPFA Justice Series, Red

10.02 Siren:

10.02.01 Whelen Siren

Whelen Siren 200-watt, six (6) function Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes full function, 17 Scan-Lock siren tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

10.02.01.02 Whelen 295SLSA1 siren w/ speaker flush mounted street side

10.04 Lower-Level Lights

10.04.04 Front/Rear Whelen M6 Series LED

Whelen M6 series LED lights. Front lights will be mounted on the grill of the chassis. Rear lights will be in taillight cluster with a chrome trim ring. Lights will have clear lenses.

10.04.04.02 Front/Rear Flashers, Red, Two (2) mounted on grill of chassis, Two (2) mounted on rear of body, Four (4) Total

10.05 Intersection Lights

All lights mounted 18” above the ground, and no higher than 60”. One (1) positioned as far forward as possible, and one (1) positioned as close to the rear of the truck. *With three (3) lights one (1) positioned behind the cab, but in front of the rear wheels. Lights will include a bezel and have clear lenses.

10.05.04 Intersection, Red, M6Series LED, Three (3) each side.

10.06 Upper-Level Side/Rear Warning Lights

10.06.08 Whelen M9V2

Whelen M9V2 Series Combination LED Scene Light/Flasher with chrome bezel. Lights will have clear lenses.

10.06.08.02 Side/Rear, Scene/Flashers, Red, M9V2 Series, Two (2) each side of the tank in the front and rear upper corners, with two (2) on the rear of apparatus in the upper corners. (Six (6) Total)

10.07 Scene lights

Scene Lights are controlled from the control center located in the chassis cab and a One Touch switch pack located on the pump panel. Lights will include a chrome bezel.

10.07.05 Automatic Reverse Scene Wiring

Rear scene lights will be wired to illuminate when chassis is placed in reverse.

10.09 Ground Lights

10.09.01 Four (4) ground lights

There are four (4) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed on street and curb side below the chassis steps, and two (2) lights are installed on street and curb side below the rear step area. Grounds lights will be activated when parking brake is applied.

10.10 Accessory Lights

10.10.01 Wigwag Headlights

Headlights have alternating headlight (wigwag) warning capability in low beam only. Wigwag is activated by a switch in the cab.

10.10.01.01 Chassis OEM Installed

10.10.02 Whelen Traffic Advisor model TAL65

There is one (1) Whelen Traffic Advisor model TAL65, supplied. Traffic Advisor is 36” wide, with six (6) LED lamps mounted on the upper rear of the tank and activated by a control head in the cab.

10.10.02.03 Recessed poly-box built into the rear of tank.

10.10.06 Step Lights

10.10.06.01 Four (4) Step Lights

There are four (4) LED step lights installed to illuminate the chassis steps. Two (2) lights are installed on the street and curb side below the chassis doors, one (1) per step. Two (2) lights are installed on the street and curb side below the top chassis step to illuminate the bottom step, one (1) per step. Step lights will be activated when parking brake is applied.

SECTION 11: PAINTING, LETTERING, STRIPING, AND SIGNAGE

11.00 Painting process

The entire tank, body, and components will be washed, sanded, prepped for primer, cleaned, and primed with PPG urethane primer filler. The body will be hand sanded and color match painted using a PPG Deltron base coat/clear coat paint. After paint is applied and properly cured the apparatus will be color sanded and buffed to a high gloss. The paint process is approved by PPG.

11.00.01 Color Match Single Tone, <RED>

11.00.01.03 Color Matched, 2100 - 2500 gallon

11.00.08 Paint Spray Out Request (Up to 3 Spray Outs)

10-YEAR WARRANTY ON PAINTED BODY PARTS

11.01 ID plate

There is a permanent plate located in the chassis cab with the following information:

Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure.
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches.
- Gross vehicle weight rating (GVWR) in pounds.
- A safety sign FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.
- A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.
- Do Not Move Apparatus Light
    - A red flashing light located in the chassis cab. The light shall be illuminated automatically whenever the vehicles parking brake is not fully engaged and any of the following conditions exist:
        - Any passenger or equipment compartment door is not closed.

- Any ladder or equipment rack is not in the stowed position.
- Stabilizer system is not in its stowed position.
- Powered light tower is not stowed.
- Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors:

11.03.5333 Provided on rear of the tank: 522 in 10" tall black reflective material. See Photo for style.

11.05 Reflective striping

The apparatus body and chassis will have a reflective stripe on each side and the front bumper per NFPA 1901 standards.

***Customer is responsible for the reflective striping except for the following:**

11.05.03 Reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

11.06 Rear Chevron

11.06.05 Diamond Grade Pattern, Chevron 100%

Per NFPA 1901 standards, 100 percent of the rear will include red and fluorescent yellow diamond grade pattern chevron retro-reflective striping installed, with each stripe a minimum of 6” wide.

SECTION 12: CORROSION PROTECTION AND MUD FLAPS

12.00 Corrosion Protection

The All-Poly Series body has several features which prevent corrosion.

- All fasteners are stainless-steel where applicable.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
- Rub rails are Type II bright dip anodized.
- Tow rings are powder coated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.
- The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.

12.01 Mud Flaps

There are two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mudflaps are fitted with chrome weights.

SECTION 13: PUMP AND PLUMBING

13.01.00.01 Engine driven Pump – Street Side Front Compartment

Engine driven Pumps have the following standard features:

- High-strength aluminum alloy casing and discharge valve
- One (1) sacrificial anode
- Aluminum alloy engine adapter
- Bronze impeller and wear rings

- Stainless-steel impeller shaft
- Direct drive
- A pump control panel attached to the pump unit.
- The pump control panel includes an ignition switch, starter button, stop button, engine throttle, and pressure gauge.
- The primary pump primer is an exhaust primer.
- The pump is permanently mounted in the street side front compartment with anodized aluminum roll up door for pump operation and service.
- The engine compartment will have an oil drain access in the floor for ease of changing the pump engine oil.
- Pump drain: one (1) pump drain provided to drain the suction side of the pump. The pump drain is controlled from a control handle located directly below the pump compartment.
- One (1) 2 1/2" Suction Line equipped with a 2 ½" NPT male X 2 ½" NST female swivel adapter with screen, and a 2 ½" plug and chain.
- One (1) 2 1/2" Discharge Line equipped with a 2 ½" cap and chain.

13.01.01 Darley model 2BE 21H Engine driven Pump

A Darley model 2BE 21H, 21hp engine driven pump with the following features:

Pump Ratings:
375 GPM @ 25 PSI
300 GPM @ 45 PSI
100 GPM @ 140 PSI

Engine is a four-cycle air cooled 21 HP Honda, model OHV Honda GX630, gasoline engine, with integral fuel pump, 12-volt electric start, and manual start.

13.01.01.02 The engine driven pump's engine fuel to be supplied by a standalone fuel tank.

13.01.09 Engine Driven Pump Options

13.01.09.01 Tank to Pump 2 ½" Line

A 2 ½" tank to pump line provided from the water tank to the pump with a 2 ½" valve.

13.01.09.03 Tank Fill/Pump Re-Circulating 2" Line

A 2" tank fill/pump re-circulating line provided from the pump to the water tank with a 2" valve and 2" plumbing.

13.01.09.05 Gated 2 ½" Suction Line

The standard 2 ½" suction pipe equipped with a 2 ½" valve.

13.01.09.06 Gated 2 ½" Discharge

The standard 2 ½" NST male discharge equipped with a 2 ½" valve.

SECTION 14: HOSE TRAYS, PRE-CONNECTS AND CROSS LAYS

14.00 Side hose tray, poly

Hose tray on the side of the body above the compartments, made of polypropylene and built as part of the body, with rubber tile installed in the bottom. A provision to secure the hose when in travel is provided.

14.00.01 Side hose tray to be located on the street side

14.03 Engine driven Pump Pre-connect Side Hose Tray

14.03.02 Pre-connect plumbed with 2 ½”, gated with a 2 ½ " valve, and terminated with 2 ½” NST male.

14.07 Hose Tray Options

14.07.01 Side Hose tray divider

Hose tray divider installed in the center of the hose tray and 18" back from the front to create two hose compartments.

14.07.02 Velcro straps

Two (2) Velcro hose straps mounted on the hose tray to secure the hose.

14.11 Hose Bed

14.11.00 Hose Bed

Hose bed runs the full length and width of the tank. The floor of the hose bed is grooved to allow the loaded hose to drain and provide ventilation. The floor is fabricated from UV stable white polypropylene with inverted T slot are machined into the floor at three points to accommodate adjustable hose dividers.

14.11.00.01 10” Tall Hose Bed Walls

14.11.01 Hose Bed Divider

The hose bed has adjustable divider made from copolymer. The rear of the divider will have slot cut in that can be used for a hand grip.

14.11.01.02 Two (2) dividers

14.11.02 Hose Bed cover

Heavy-duty vinyl hose bed cover is attached across the front of the hose bed with a rail and bead system to prevent wind from getting under the cover, with a flap to cover the back of the hose bed and has a quick release elastic rope to retain the hose in the bed during travel as required by NFPA.

14.11.02.07 Black Hose Bed Cover for 2100 - 2500

SECTION 15: EQUIPMENT STORAGE AND MOUNTING

15.00 Equipment Mounting Systems

15.00.01 Qty, one (1) tray located in the hose bed on the street side.

15.00.01.05 Fits 4 ½”-6” Suction Hose.

15.00.02 Qty, one (1) tray located in the hose bed on the curb side.

15.00.02.04 Fits 2 ½”-4” Suction Hose.

SECTION 16: HOSE REEL

16.00 Electric hose reel with Rubber Hose

One (1) electric rewind hose reel with hose rollers, gated with a 1” valve and supplied with rubber hose. Each hose reel comes equipped with one (1) button located close to the reel in an accessible location.

16.00.04 100' of 1" Rubber hose, curb side compartment.

16.02 Hose Reel Options

16.02.01 Hose Reel Blowout

One (1) quarter turn style valve hooked up to the chassis air system for use in expelling the water from the hose reel plumbing.

SECTION 17: CHASSIS ACCESSORIES

17.01 Hub and Lug nut covers

Stainless-steel hub and lug nut covers are installed on front and rear aluminum wheels

17.01.02 Single axle chassis.

17.01.02.02 Chassis OEM Install

17.04 Shoreline Connection, Kussmaul Auto Charge Series

One (1) Kussmaul Auto Charge series battery charger system installed.

17.04.04 Auto Charge 1000 PLC, 15-amp, auto eject plug-in beneath the street side chassis door.

17.05 Super Auto Eject Air Connection

One (1) Kussmaul Super Auto Eject, for air connection installed to maintain air system.

17.05.02 Plug-in located beneath the street side chassis door.

17.08 Air Horns

Two (2) Stutter Tone air horns mounted. Steering wheel horn switch will control the air horns unless specified otherwise.

17.08.00 Two (2) Air Horns installed, one (1) on each side of the hood.

17.08.00.02 Chassis OEM Install

17.08.04 One (1) foot switch located on the passenger side floor

17.08.04.02 Chassis OEM Install

17.10 Chassis Accessories

17.10.01 Tire Pressure Indicators

Tire pressure indicators installed to allow for inspection of pressure at the tire.

17.10.01.01 Tire Pressure Indicator for Single Axle Chassis

17.10.12 Engine Compartment Light, LED

A LED light will be installed in the engine compartment. The light will have at least 250 lumens and activated when the hood is open and deactivated when the hood is shut.

17.10.12.02 Chassis OEM Install

17.11 Chassis Exhaust

17.11.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side ahead of the rear wheels and vent outwards from the edge of the body. A heat shield will be fabricated from aluminum and installed between the body and the exhaust pipe. OEM supplied exhaust tip will be used when applicable.

17.11.01.01 Freightliner Exhaust Modifications

17.11.5334 Magna-Grip Adaptor and Tip Installation, customer supplied.

SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

18.07 Strainers

18.07.04 Kochek model LL60, 6” Low Level Strainer with Jet Siphon.

18.07.09 2.5” Floating Strainer.

18.08 Wheel Chocks

18.08.01 Two (2) Cast Aluminum Wheel Chocks, with holders, placed in spare compartment.

18.10 PVC Flexible Hard Suction Hoses

18.10.07 2 ½” x 10’, Qty (1)

18.10.11 6" x 10’, Qty (1)

18.18 Nozzles

Dual gallonage nozzle with two flow settings of 10 and 40 gpm @ 100 psi (37 and 150 l/min @ 7 bar). All lightweight materials, hard coat anodized aluminum. Quick-change rear valve seat, stainless steel shut-

off ball and a twist "off" position for positive shut off. Pistol grip is mounted below the valve. Rocker lug 1" NH (25mm) swivel is standard.

18.18.01 1” Task Force Tips model # DS1040P – 10 and 40 GPM @ 100 PSI
18.18.01.01 Qty One (1)

18.20 Highway Warning Triangles

Highway Warning Triangle Kit. The 17" warning triangles alert drivers to avoid disabled vehicles and roadside emergencies. They snap together for quick and easy set-up, weighted base for extra stability, durable fluorescent orange plastic with red reflectors, and are visible day or night. Supplied in kits of (3) Triangles per kit. Quantity of Kits (1).

SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

19.01 Customer furnished adequate chassis.

Chassis Summary			
Manufacturer	Freightliner	**Cab Type (Reg, Ext, Crew)**	Regular
Model	M2-106	**Cab to Axle (in.)**	130”
Engine Manufacturer	Cummins	**Wheelbase (in.)**	196”
Engine Model	L 9	**Front Axle Rating (Lbs.)**	16,000#
Horsepower	360	**Rear Axle Rating (Lbs.)**	31.000#
Transmission Make	Allison	**Paint Color Code**	L 4664 EY Red Pierce #90 EY
Transmission Model	EVS 3000	**Two-Tone Scheme**	No
LED Headlights	Yes	**Auxiliary Brake**	Exhaust
Electric Windows	No	**Rear Differential Locks**	Single Full
Electric Locks	No	**Air Brake System**	Drum Brakes
Foot Pedal MPH	60 mph	**Cruise Control MPH**	60 mph

***NFPA waiver required if speed exceeds NFPA limit for apparatus.**

SECTION 30: RESTRICTIONS

30.01 Maximum Height

30.01.01 No Restrictions

30.02 Maximum Length

30.02.01 No Restrictions

FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day.

DELIVERY

Transportation of the apparatus post final inspection is the responsibility of the department.

A proposal for
MIDWEST FIRE EQUIPMENT REPAIR

Prepared by
I-ISTATE TRUCK CENTER
Chris Schrum

Dec 20, 2022

Freightliner M2 106

Components shown may not reflect all spec'd options and are not to scale

S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
	SPECPRO21 DATA RELEASE VER 021		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,709	3,450
	2024 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	FIRE SERVICE		
	EMERGENCY VEHICLES BUSINESS SEGMENT		
	LIQUID BULK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 31000.0 lbs		
	EXPECTED TAG AXLE(S) LOAD : 0.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 47000.0 lbs		
Truck Service			

	Description	Weight Front	Weight Rear
	FIRE TANK - NO MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP		
	MIDWEST FIRE		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E	640	30
Electronic Parameters			
	60 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
	2010 EPA/CARB/GHG21 CONFIGURATION		
	NO 2008 CARB EMISSION CERTIFICATION		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER		
	DR 12V 275 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE	10	
	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	NON-POLISHED BATTERY BOX COVER		

Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
STANDARD EXHAUST SYSTEM LENGTH		
RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
INBOARD MOUNTED DIESEL EXHAUST FLUID PUMP WITH ABOVE RAIL ROUTING FOR 6 GALLON DIESEL EXHAUST FLUID TANK, CUMMINS ENGINES		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1100 SQUARE INCH ALUMINUM RADIATOR	70	
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		

	Description	Weight Front	Weight Rear
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		

Description	Weight Front	Weight Rear
PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS		
4TH RANGE INDICATION ON TCM OUTPUT C - ALLISON 5TH GEN TRANSMISSIONS		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL DASH MOUNTED IN RG PANEL WITH NO SWITCHES OR GAUGES MOUNTED ABOVE SHIFTER		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
CAST IRON OUTBOARD FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		

	Description	Weight Front	Weight Rear
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
	16,000# TAPERLEAF FRONT SUSPENSION	200	
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-30-185 31,000# U-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE		300
	5.63 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	WEBB CAST IRON REAR BRAKE DRUMS		50
	REAR OIL SEALS		
	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	MINERAL SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
	31,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD FOR FIRE/EMERGENCY SERVICE		130
	SPRING SUSPENSION - NO AXLE SPACERS		
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		

Description	Weight Front	Weight Rear
FORE/AFT CONTROL RODS		
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS WITH TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
MOUNTED 40+ BOC		
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
NO TANKS 40" BOC		
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame		
4975MM (196 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	120	120
2675MM (105 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-90	380
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 130.32 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 127.32 in		
CALC'D FRAME LENGTH - OVERALL : 330.56 in		
CALCULATED FRAME SPACE LH SIDE : 95.6 in		
CALCULATED FRAME SPACE RH SIDE : 77.72 in		
SQUARE END OF FRAME		

	Description	Weight Front	Weight Rear
	FRONT CLOSING CROSSMEMBER		
	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STD MIDSHIP #1 XMBR (S), NO XMBERS FROM BOC TO 40" BOC		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH CHROME STEEL BUMPER WITH COLLAPSIBLE ENDS AND LH WING CUTOUT FOR FEDERAL MS100/ES100/ES100C SPEAKER	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
	2D DXF/PDF VEHICLE DRAWING		
	TANK BODY 1501 TO 3000 GALLONS		
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		
	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	POLISHED STAINLESS STEEL STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

	Description	Weight Front	Weight Rear
Tires			
	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50	
	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES		232
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	WEBB IRON REAR HUBS		70
Wheels			
	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM REAR WHEELS		-56
	POLISHED FRONT WHEELS; OUTSIDE ONLY		
	POLISHED REAR WHEELS; BOTH SIDES OF OUTER WHEELS ONLY		
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
	DUAL ELECTRIC HORNS		
	DUAL HORN SHIELDS		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP WITH CHROME BEZEL		
	LED AERODYNAMIC MARKER LIGHTS		
	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TAIL WIRES TO 7 FEET BEYOND END OF FRAME		-5

	Description	Weight Front	Weight Rear
	STANDARD FRONT TURN SIGNAL LAMPS		
	AUTOMATIC ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT WITH MANUAL OVERRIDE	1	
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	STANDARD SIDE/REAR REFLECTORS		
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	MANUAL DOOR WINDOW REGULATORS		
	1-PIECE SOLAR GREEN GLASS WINDSHELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION		
	OPAL GRAY VINYL INTERIOR		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	BLACK MATS WITH SINGLE INSULATION		
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	IN DASH STORAGE BIN		
	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
	(2) CUP HOLDERS LH AND RH DASH		
	GRAY/CHARCOAL FLAT DASH		
	SMART SWITCH EXPANSION MODULE		
	HEATER, DEFROSTER AND AIR CONDITIONER		

Description	Weight Front	Weight Rear
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
KEY QUANTITY OF 2		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
SEATS INC 911 UNIVERSAL SERIES HIGH BACK NON SUSPENSION PASSENGER SEAT WITH UNDERSEAT STORAGE AND NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	25	10
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls		
WOODGRAIN DRIVER INSTRUMENT PANEL		
WOODGRAIN CENTER INSTRUMENT PANEL		
BLACK GAUGE BEZELS		

Description	Weight Front	Weight Rear
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
IGNITION SWITCH WITH NON REMOVABLE KEY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRONIC STABILITY CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		

	Description	Weight Front	Weight Rear
	ELECTRONIC 3000 RPM TACHOMETER		
	IDLE LIMITER, ELECTRONIC ENGINE		
	(1) RH FOOT SWITCH WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	ALTERNATING FLASHING LOW BEAM HEADLAMPS WITH DASH SWITCH, WITH PARK BRAKE RELEASED		
	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L4664EY RED PIERCE #90 ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight

Factory Weight+	7360 lbs	4839 lbs	12199 lbs
Total Weight+	7360 lbs	4839 lbs	12199 lbs

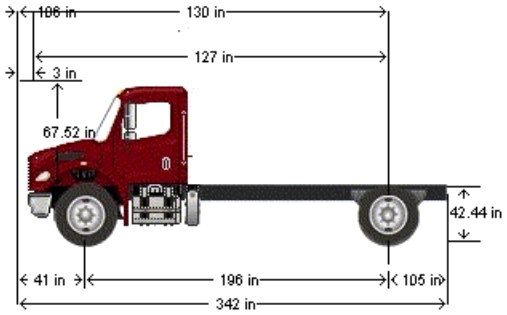
Extended Warranty

TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED
TOWING COVERAGE $750 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 4975MM (196 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 2675MM (105 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

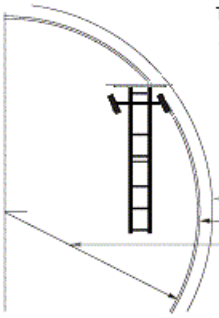
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	130.3
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	127.3
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	235.6
Cab Height (CH)	67.5
Wheelbase (WB)	195.9
Frame Overhang (OH)	105.3
Overall Frame Length	330.6
Overall Length (OAL)	341.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

T U R N I N G R A D I U S



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

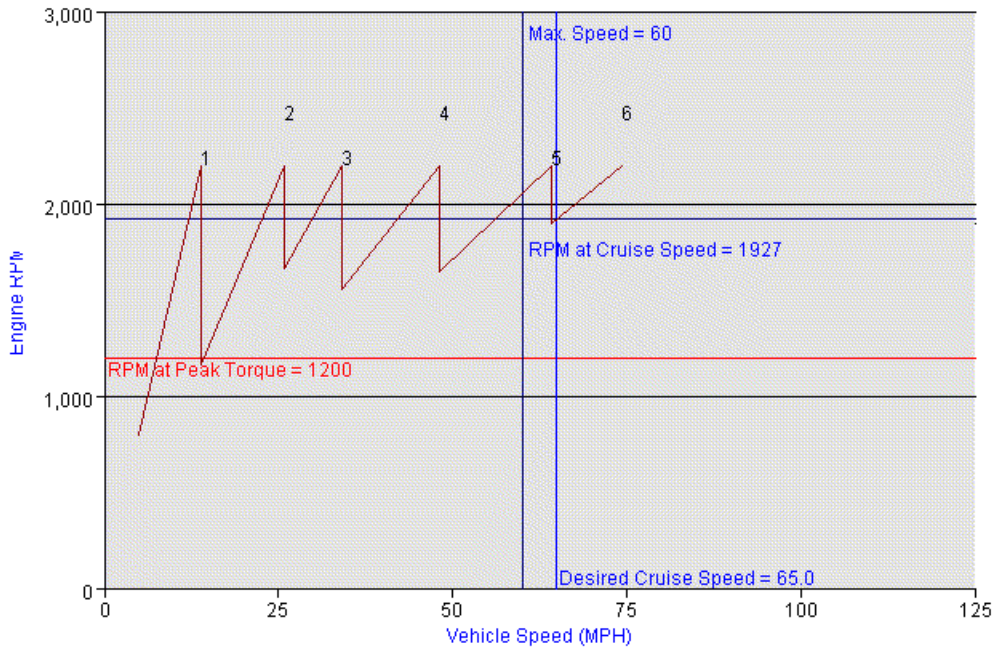
	Dimensions	Tolerance
Wall to Wall Diameter (ft)	59.7	+/- 3.0
Curb to Curb Diameter (ft)	58.2	+/- 3.0
Turning Radius (ft)	28.6	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) ..... 4975MM (196 INCH) WHEELBASE
Front Tires (093) ..... MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
  Width (in) 12.4
Front Axle (400) ..... DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
  Kingpin Intersection (in) 71
Bumper (556) ..... THREE-PIECE 14 INCH CHROME STEEL BUMPER WITH COLLAPSIBLE ENDS AND LH WING CUTOUT FOR FEDERAL MS100/ES100/ES100C SPEAKER
  Width (in) 92.5
  Bumper Miter to Front Axle (in) 21.458
Primary Steering Location (003) ..... LH PRIMARY STEERING LOCATION
Steering Gear (536) ..... TRW TAS-85 POWER STEERING
  Dual Steering Gear ..... NONE
  Ram ..... NONE
Rear Axle (420) ..... RS-30-185 31,000# U-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Axle Spacing (624) ..... NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

S H I F T C H A R T



VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph) 65.0
Engine (101) ..... CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E
- RPM at Peak Torque 1200
- Governed RPM 2200

Transmission (342) ..... ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
- Gear Ratio: LL ..... N/A
- Gear Ratio: L ..... N/A
- Gear Ratio: 1 ..... 3.49
- Gear Ratio: 2 ..... 1.86

Gear Ratio: 3 ..... 1.41
Gear Ratio: 4 1
Gear Ratio: 5 ..... 0.75
Gear Ratio: 6 ..... 0.65
Gear Ratio: 7 ..... N/A
Gear Ratio: 8 ..... N/A
Gear Ratio: 9 ..... N/A
Gear Ratio: 10 ..... N/A
Gear Ratio: 11 ..... N/A
Gear Ratio: 12 ..... N/A
Gear Ratio: 13 ..... N/A
Gear Ratio: 14 ..... N/A
Gear Ratio: 15 ..... N/A
Gear Ratio: 16 ..... N/A
Gear Ratio: 17 ..... N/A
Gear Ratio: 18 ..... N/A
Auxiliary Transmission (352) ..... NO AUXILIARY TRANSMISSION
Low Gear Ratio ..... N/A
High Gear Ratio ..... N/A
Transfer Case (373) ..... NO TRANSFER CASE
Low Gear Ratio ..... N/A
High Gear Ratio ..... N/A
Rear Axle (420) ..... RS-30-185 31,000# U-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) ..... 5.63 REAR AXLE RATIO
Rear Tires (094) ..... MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES
Revolutions per Mile 486

TABLE SUMMARY - SHIFT CHART

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak Torque RPM	MPH at Governed
1	3.49	5.63	19.65	N/A	800	7.5	13.8
2	1.86	5.63	10.47	87.6	1172	14.1	25.9
3	1.41	5.63	7.94	31.9	1668	18.7	34.2
4	1.00	5.63	5.63	41.0	1560	26.3	48.2
5	0.75	5.63	4.22	33.3	1650	35.1	64.3
6	0.65	5.63	3.66	15.4	1907	40.5	74.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

FIRE SAFETY USA, INC.
3253 19TH ST NW
ROCHESTER, MN 55901
PHONE: 507-529-8444
FAX: 507-529-8111

QUOTATION

SHIP TO ADDRESS:

WASECA FIRE DEPARTMENT

DATE:
12/15/2022

Rep: Chris Seljan
(507)884-0004
CHRIS.SELJAN@FIRESAFETYUSA.COM

QTY	ITEM	DESCRIPTION	PRICE EACH	PRICE EXTENDED
1	RC50-600G	KEY PRO-FLOW HP LDH LIME GREEN 5" STORZ X 25FT	$540.00	$540.00
1	RC50-600G	KEY PRO-FLOW HP LDH LIME GREEN 5" STORZ X 50 FT	$790.00	$790.00
6	DP17-1000	KEY COMBAT READY 1 3/4" DOUBLE JACKET ATTACK HOSE 50FT GREEN	$325.00	$1,950.00
4	DP25-1000	KEY COMBAT READY 2 1/2" DOUBLE JACKET ATTACK HOSE 50FT GREEN	$415.00	$1,660.00
1	740	HEART HEALTH 25 PERSON FIRST AID KIT	$29.95	$29.95
1	HSFR50-50NH	HARRINGTON 5" NH FEMALE TO 5" STORZ	$220.00	$220.00
1	HSTS50-40R	HARRINGTON 4" STORZ TO 5" STORZ RIGID	$272.00	$272.00
1	HSFR40-50NH	HARRINGTON 4" STORZ TO 5" NH FEMALE	$185.00	$185.00
2	6596	FIRE HOSE NOZZLES DIRECT GATE VALVE 2 1/2" MALE X 2 1/2" FEMALE	$315.00	$630.00
1	H37-10NHM-15NH	HARRINGTON REDUCER 1" MALE TO 1 1/2" FEMALE	$35.00	$35.00
1	H37-15NHM-25NH	HARRINGTON REDUCER 1 1/2" MALE TO 2 1/2" FEMALE	$39.00	$39.00
1	H35-25NH-25NH	HARRINGTON DOUBLE SWIVEL FEMALE 2 1/2"	$54.00	$54.00
1	H36-25NH-25NH	HARRINGTON DOUBLE MALE ADAPTER 2 1/2"	$29.00	$29.00
5	03-500-24	CORTINA SAFETY CONES 28"	$19.00	$95.00
1	240	AMEREX 2 1/2 GALLON WATER EXTINGUISHER	$178.00	$178.00
1	B240	MOUNTING BRACKET FOR 2 1/2 GALLON WATER EXTINGUISHER	$55.00	$55.00
1	A411	AMEREX 20 LB ABC DRY CHEM EXTINGUISHER	$120.00	$120.00
1	B240	MOUNTING BRACKET FOR 20 LB EXTINGUISHER	$55.00	$55.00
			TOTAL	$6,936.95

ANCOM DELIVERS SOLUTIONS

ANCOM Technical Center
4871 19th Street
Suite 120
Rochester MN 55901
Tel: (507) 281-1917 Fax: (507) 281-3341

QUOTATION

QUOTE NO.: 167059
DATE: 12/13/22
TERMS: NET 30

Please reference Quote No. on Correspondence & purchase orders.
Quote pricing valid for 60 days.

TO: 2148
Waseca Fire Department

508 S. State Street
Waseca, MN 56093

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

Service Requested

Quote to program, optimize, update Armer system with radio info, and install new single control head remote mount APX radio into new tanker fire truck.

Qty	Description	Total
1.00	Havis XTL Bracket	29.50
1.00	Installation Materials-Service	150.00

Service To Be Performed

Labor on site.
Programming of radio. Radio addition to Armer system. Radio optimization.

Parts	179.50
Tech Svc	865.00
Total Svc	1,044.50
Outbound Shipping	.00
Tax	.00
Total Quote	1,044.50

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

CUSTOMER IS TO PROVIDE ALL ACCESS NEEDED TO COMPLETE THE PROJECT IN A TIMELY MANNER.

NO PARTS ARE PROVIDED, OTHER THAN MISCELLANEOUS INSTALLATION HARDWARE, UNLESS OTHERWISE SPECIFIED.

CHANGE ORDERS WILL BE PROCESSED FOR ADDITIONAL OUT-OF-SCOPE MATERIAL AND LABOR, OR OTHER DEVIATIONS FROM THIS QUOTE.

ANCOM RESERVES THE RIGHT TO CORRECT MATHEMATICAL OR OTHER ERRORS IN THIS QUOTATION.

Accepted by _____ **P.O. No.** _____

LEGAL NAME OF PURCHASER

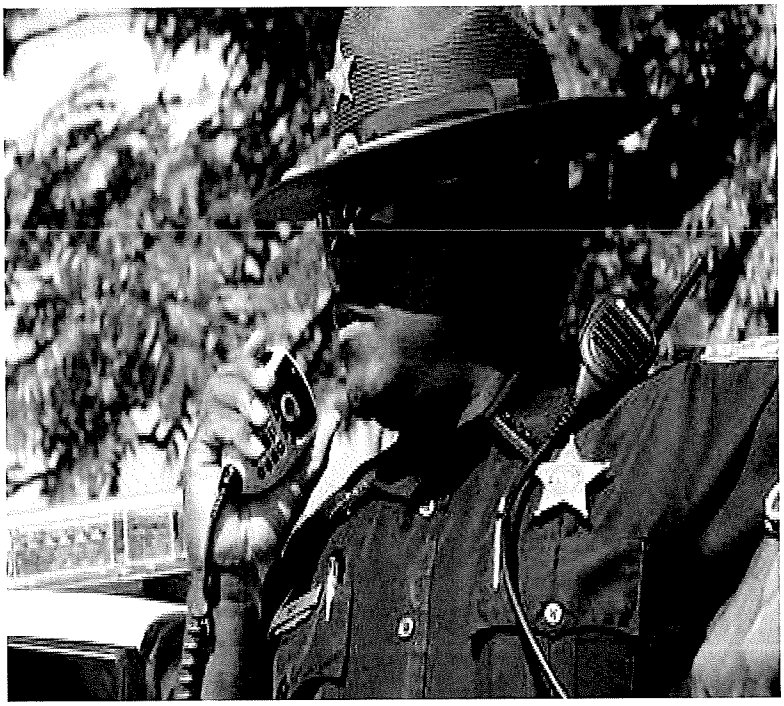
_____ **Date** _____

AUTHORIZED SIGNATURE

MOTOROLA
Authorized Two-Way Radio Dealer

QUOTE-1988719

MOTOROLA SOLUTIONS



WASECA COUNTY SHERIFF

12/19/2022

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MOTOROLA SOLUTIONS

QUOTE-1988719

12/19/2022

WASECA COUNTY SHERIFF
P O BOX 226
WASECA, MN 56093

Dear ,

Motorola Solutions is pleased to present WASECA COUNTY SHERIFF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WASECA COUNTY SHERIFF with the best products and services available in the communications industry. Please direct any questions to Gary Anderson at gary.anderson@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Gary Anderson

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1988719

Billing Address:
WASECA COUNTY SHERIFF
P O BOX 226
WASECA, MN 56093
US

Quote Date:12/19/2022
Expiration Date:03/19/2023
Quote Created By:
Gary Anderson
gary.anderson@ancom.org

End Customer:
WASECA COUNTY SHERIFF

Contract: 20927 - MN DOT 209493

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	$3,253.00	$2,342.16	$2,342.16
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	1	$66.00	$47.52	$47.52
1b	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	$604.80	$604.80	$604.80
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	1	$327.00	$235.44	$235.44
1d	G51AU	ENH: SMARTZONE OPERATION APX6500	1	$1,320.00	$950.40	$950.40
1e	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	1	$79.00	$56.88	$56.88
1f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	$0.00	$0.00	$0.00
1g	GA00804AA	ADD: APX O2 CH (GREY)	1	$541.00	$389.52	$389.52
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1i	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1	$15.00	$10.80	$10.80
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$408.24	$408.24
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1I	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$237.60	$237.60

Grand Total $5,283.36(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Sales Quote QUO058510

Coro Medical LLC

416 Mary Lindsay Polk Dr
Suite 505
Franklin, TN 37069-6460

Document Date	Bill-To Address	Ship-to Address
December 20, 2022	Waseca Fire Department Jason Forshee 303 S State Street Waseca, MN 56093 USA	Waseca Fire Department Jason Forshee 303 S State Street Waseca, MN 56093 USA
Quote Expiration Date		
February 18, 2023		

Salesperson	Payment Terms
Blaire Kingsmore	Net 30 days

8000-004000-01	ZOLL AED Plus Semi-Auto, New	1	Each	1,395.00	1,395.00
	Includes:				
	5 Yr AED Warranty (7 Yr with Product Registration)				
	Duracell® Lithium Battery Set				
	Zoll AED Soft Carry Case				
	Zoll Data Review Software				
	Zoll AED Plus Demonstration and Set-up CD				
	Premium AED/CPR Responder® Pack				

Home Page	Phone No.	Email	Tax Registration No.
www.AED.us	800.695.1209	support@coromed.us	82-2669986

Sales Quote QUO058510

December 20, 2022

Physician's Prescription

8900-0800-01	ZOLL CPR-D-Padz One-Piece Electrode Pad w CPR	1	Each	0.00	0.00
AEDUS-DECAL	AED.us "AED Inside" Window decal	1	Each	0.00	0.00
AEDUS-TAG	AED.us AED Inspection Tag	1	Each	0.00	0.00

Subtotal	1,395.00
Total Tax	102.89
Total $	**1,497.89**

Amount Subject to Sales Tax	1,395.00
Amount Exempt from Sales Tax	0.00

MagneGrip®

Sales Quote

ROSSMAN ENTERPRISES INC
DBA MAGNEGRIP
11449 DEERFIELD ROAD
CINCINNATI, OH 45242

Sales Quote Number: SQ22-1275
Sales Quote Date: 12/14/2022

Sell To:
ACCOUNTS PAYABLE
WASECA FIRE DEPARTMENT
303 S STATE ST
WASECA, MN 56093

Ship To:
ACCOUNTS PAYABLE
WASECA FIRE DEPARTMENT
303 S STATE ST
WASECA, MN 56093

Tax Ident. Type: Legal Entity
Customer: WASF
SalesPers: GREG
Ship Via:
Terms: Net R.O.I.

Item No.	Description	Unit	Quantity	Unit Price	Total Price
500073-02	TAILPIPE Assy 5" BOXED	EACH	1	375.00	375.00
R0090	Taxable - Shipping/Mailing Expense	EACH	1	30.00	30.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 405.00

Subtotal:	**405**
Invoice Discount:	0.00
Tax:	0.00
Total:	**405.00**

Advanced Graphix Inc.

Quote

3600 Labore Road Suite 3
Vadnais Heights, MN 55110
Phone: (651)-490-3221
Toll Free: (888)-388-3221
Fax: (651)-490-3193
Email: sally@advancedgraphix.com

QUOTE #	DATE
11120233	1/11/2023

CUSTOMER INFORMATION

WASECA FIRE DEPARTMENT
303 S STATE STREET
WASECA, MN 56093
JASONF@CI.WASECA.MN.US
507-461-0416
JASON FORSHEE

DESCRIPTION OF WORK

WASECA FIRE TANKER

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
COMPLETE REFLECTIVE CUSTOM GRAPHIC KIT	1	$1,282.50	1,282.50
INCLUDES STRIPING, PATCHES, & UNIT NUMBER			-
			-
APPLICATION	1	350.00	350.00
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	**SUBTOTAL**		**1,632.50**
	SHIPPING		
SHIPPING COST MAY VARY DEPENDING ON WEIGHT	**TOTAL QUOTE**	**$**	**1,632.50**

Please fax or mail the signed quote to the phone number/address listed above.

Customer Acceptance

X		
Signature	Printed Name	Date

If you have any questions, please contact Sally Knoche or Chloe Dousette at (651)-490-3221.

DISCOVER waseca
CITY OF WASECA

Request for City Council Action

Title:	Final Payment for the Sanitary Sewer Lining Project (City Project 2022-11)		
Meeting Date:	January 17, 2022	**Agenda Item Number:**	**7F**
Action:	☒MOTION ☐REQUESTS/PRESENTATIONS ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	Contractor's Request for Payment.
Originating Department:	Sanitary Sewer	**Presented By:**	Interim City Manager
Approved By City Manager: ☒	Proposed Action: Motion to approve the Second and Final Pay Request for City Project 2022-11, Sanitary Sewer Lining Project		
How does this item pertain to Vision 2030 goals?	Improve high quality community assets by reinvesting in city infrastructure to remove Inflow and Infiltration (I&I) from the city sanitary sewer mains, increase system capacity for city development in the SE of Waseca, reduce release of untreated wastewater to the environment and property basements, and reduce wastewater treatment costs at the WWTP (Wastewater Treatment Plant).		

BACKGROUND: The sanitary sewer lining of city sewer mains has been completed for Project 22-11 in the SE quadrant of Waseca by Hydro-Klean, LLC. The reasons that the council authorized the project are listed in the Vision 2030 section of this RCCA (Request for City Council Action). This project also provides proof that the city is actively working to reduce I&I, which is a requirement of the Schedule of Compliance (S.O.C.) agreement between the City and the MPCA (Minnesota Pollution Control Agency).

Hydro-Klean, LLC has provided all required project close-out documentation.

BUDGET IMPACT: The original contract amount was $294,318.86. Because the manhole work will be completed in 2023 under a separate agreement, the revised contract amount was $247,318.86 and the final pay request (payment #2 and final) is in the amount of $238,033.86.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work of Hydro-Klean, LLC and approve Pay Request #2 and Final for the Sanitary Sewer Lining Project (City Project No. 2022-11).

Owner:	City of Waseca, 508 State St. S., Waseca, MN 56093	Date:	December 27, 2022
For Period:	9/21/2022 to 12/16/2022	Request No:	2 & Final
Contractor:	Hydro-Klean, LLC, 333 NW 49th Place, Des Moines, IA 50313		

CONTRACTOR'S REQUEST FOR PAYMENT
2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION PROJECT
STANTEC PROJECT NO. 193805525

SUMMARY

1	Original Contract Amount		$ 294,317.06
2	Change Order - Deduction	$ 49,197.00	
3	Change Order - Addition	$ 2,198.80	
4	Revised Contract Amount		$ 247,318.86
5	Value Completed to Date		$ 238,033.86
6	Material on Hand		$ 0.00
7	Amount Earned		$ 238,033.86
8	Less Retainage		$ 0.00
9	Subtotal		$ 238,033.86
10	Less Amount Paid Previously		$ 43,038.74
11	Liquidated damages -		$ 0.00
12	Deduction of Cleaning Invoice Paid by City of Waseca		$ -200.00
13	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 2 & Final		$ 194,795.12

Recommended for Approval by:
STANTEC

Joseph C. Dahlen

Approved by Contractor:
HYDRO-KLEAN, LLC

Approved by Owner:
CITY OF WASECA

Revised Contract Completion Date:
Substantial - 12/16/2022, Final - 12/30/22

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
	2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION PROJECT						
	PART 1: SANITARY SEWER REHABILITATION						
1	MOBILIZATION	LS	1	4951.85	0.5	1	$4,951.85
2	TRAFFIC CONTROL	LS	1	1100.00	0.5	1	$1,100.00
3	BYPASS PUMPING	LS	1	2500.00	1	1	$2,500.00
4	SANITARY SEWER PIPE CLEANING AND TELEVISING	LF	7873	5.37		7873	$42,278.01
5	8" SEWER REHABILITATION, CIPP	LF	7395	22.40	7395	7395	$165,648.00
6	8" PRE-LINER	LF	1000	4.31	0	0	$0.00
7	SERVICE REINSTATEMENT	EA	192	50.00	173	173	$8,650.00
8	SEWER PIPE JOINT GROUTING	GAL	20	201.25	0	0	$0.00
	TOTAL PART 1: SANITARY SEWER REHABILITATION						$225,127.86
	Part 1A - CHANGE ORDER #1 (6" CIPP SEWER REHAB - Added via Change Order #2)						
9	6" SEWER REHABILITATION, CIPP	LF	478	27.00	478	478	$12,906.00
	PART 2: MANHOLE REHABILITATION - (Deleted from Contract via Change Order #1)						
10	MOBILIZATION	LS	1	5940.00	0	0	$0.00
11	TRAFFIC CONTROL	LS	1	3640.00	0	0	$0.00
12	BYPASS PUMPING	LS	1	1690.00	0	0	$0.00
13	MH REHAB JOINT GROUTING	GAL	100	5.00	0	0	$0.00
14	ABANDON MH 438	LS	1	720.00	0	0	$0.00
15	BENCH AND INVERT REPAIR	SF	50	16.00	0	0	$0.00
16	REHAB SANITARY SEWER MH (GEOKRETE PROTECTIVE COATING SYSTEM)	LF	238	174.00	0	0	$0.00
	TOTAL PART 2: MANHOLE REHABILITATION						$0.00
	TOTAL PART 1: SANITARY SEWER REHABILITATION						$225,127.86
	Part 1A - CHANGE ORDER #1 (6" CIPP SEWER REHAB - Added via Change Order #2)						$12,906.00
	TOTAL PART 2: MANHOLE REHABILITATION (DELETED FROM CONTRACT)						$0.00
	WORK COMPLETED TO DATE (PART 1, 1A, and PART 2):						**$238,033.86**

PROJECT PAYMENT STATUS

OWNER CITY OF WASECA
STANTEC PROJECT NO. 193805525
CONTRACTOR HYDRO-KLEAN, LLC

CHANGE ORDERS

No.	Date	Description	Amount
1	6/9/2022	Change Order No. 1 provides for a change in project scope. (Deletes Sanitary Sewer Manhole Rehab work)	(49,197.00)
2	10/7/2022	478 LF 8" SEWER REHABILITATION, CIPP deleted from project, 478 LF 6" SEWER REHABILITATION, CIPP added to project	2,198.80
3	12/14/2022	Amend Contract construction subtantial and final completion dates and extend contract correction period / warrantee.	
Total Change Orders			(46,998.20)

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	09/01/2022	09/20/2022	43,038.74	2,265.19	45,303.93
2 & Final	09/21/2022	12/16/2022	194,795.12		238,033.86

Material on Hand

Total Payment to Date	$237,833.86	Original Contract	294,317.06
Retainage Pay No. 2 & Final		Change Orders	(46,998.20)
Total Amount Earned	$237,833.86	Revised Contract	247,318.86

Stoltz Cleaning Services LLC
615 Elm Ave West
Waseca, MN 56093 US
matt@stoltzcleaning.com
www.stoltzcleaning.com

STOLTZ
CLEANING SERVICES

INVOICE

BILL TO
Accounts Payable
City of Waseca
508 State St. S, Waseca
Waseca, Minnesota 56093 USA

SHIP TO
Accounts Payable
City of Waseca
508 State St. S, Waseca
Waseca, Minnesota 56093 USA

INVOICE	1534
DATE	12/16/2022
TERMS	Due on receipt
DUE DATE	12/16/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
12/16/2022	House Cleaning Services	House Cleaning Project at 709 5th Ave SE - Waseca. Billable to City of Waseca.	1	200.00	200.00

House Cleaning Project at 709 5th Ave SE - Waseca. Billable to City of Waseca.

- Deep cleaning of utility room affected by sewer project clean up.

- Steam cleaned walls, floors, toilet, edges.
- Deep cleaning of toilet.
- Wipe down of floors and walls.
- Disinfect treatment of floors and area.

SUBTOTAL	200.00
TAX	0.00
TOTAL	200.00
BALANCE DUE	**$200.00**

CITY OF WASECA

Request for City Council Action

Title:	AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN OF THE 8TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7G**
Action:	☒ MOTION ☐ REQUESTS/PRESENTATIONS ☐ RESOLUTION ☐ ORDINANCE ☐ DISCUSSION	**Supporting Documents:**	Location Map Stantec Memo Draft RFP
Originating Department:	Engineering	**Presented By:**	City Engineer
Approved By City Manager: ☒	**Proposed Action:** Motion to authorize the release of a Request for Proposals (RFP) for the design of the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On November 1, 2022, City Council authorized a contract with Stantec to prepare a Feasibility Report for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01). This joint Waseca County/City of Waseca project is to be constructed in 2024 and involves complete street reconstruction of 8th Ave NE from 3rd St NE to Clear Lake Drive including sanitary sewer, water main, storm sewer, trail, sidewalk, and ADA ramp improvements.

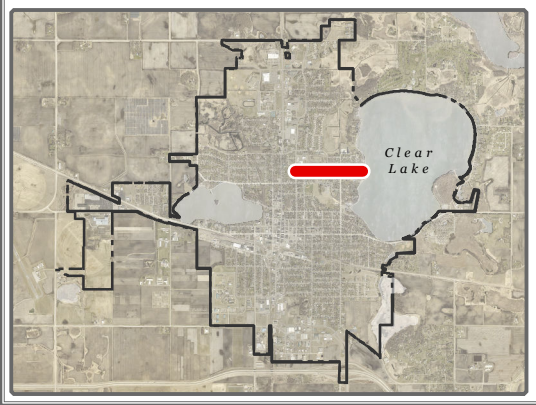
The completed Feasibility Report is expected by the end of this week. In lieu of that, Stantec has submitted the attached memo outlining the utility improvement needs along this corridor. Therefore, staff is requesting authorization to proceed with the release of a Request for Proposals (RFP) for the design of this project.

If authorized, the attached Draft RFP will be updated with information from the finalized Feasibility Report and sent to four engineering firms (Stantec, Bolton & Menk, Widseth, and Stonebrooke) inviting them to submit proposals. These firms were selected based on past City and County work history and experience.

After proposals are received, City and County staff will evaluate them based on the RFP criteria and make a final selection. An engineering services contract with the selected firm will then be presented to Council for approval at a future City Council meeting.

BUDGET IMPACT: There are no costs associated with the release of the RFP.

RECOMMENDATION: Staff recommends the City Council authorize the release of a Request for Proposals for the design of the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).



8TH AVENUE NE (CSAH 13) RECONSTRUCTION

3rd Street NE to Clear Lake Drive

This document is not a survey and should be used for reference purposes only!

DISCOVER waseca
CITY OF WASECA

0 250 500 1,000 Feet

Stantec

To:	Carl Sonnenberg – Utilities & Public Works Director, Interim City Manager Nate Willey - City Engineer	From:	Joseph Palen, PE Tim Grinstead, PE
	City of Waseca		Stantec – Rochester Office
File:	Stantec Project 193805973	Date:	January 11, 2023

Reference: 8th Avenue NE Reconstruction
Public Utility Condition Assessment and Improvement Recommendations
City Project 2024-1

The City of Waseca, in cooperation with Waseca County, is planning for the reconstruction of 8th Avenue NE between 3rd Street NE and Clear Lake Drive during the summer of 2024. The 0.6-mile-long segment of 8th Avenue NE is under Waseca County's jurisdiction and is also named CSAH 13. The reconstruction corridor includes critical municipal infrastructure including trunk sanitary sewer piping, a municipal (Fairgrounds) lift station, sanitary sewer forcemain, water distribution piping, two trunk storm sewer systems and bike and pedestrian facilities used to access Clear Lake Park and the Fairgrounds.

Stantec is currently finalizing a Feasibility Report for the proposed 8th Avenue NE reconstruction. As part of the Feasibility Report we have completed inspections of the existing public utilities and evaluated the existing infrastructure sizing and configurations. The following is a summary of the condition of public utilities within the 8th Avenue NE reconstruction corridor and our assessment of the need to upgrade existing utility infrastructure as part of the 2024 reconstruction project.

Sanitary Sewer: The existing sanitary sewer under 8th Avenue NE consists of vitrified clay pipe ranging in size from 8-inch to 15-inch diameter and manholes constructed of block and / or brick in poor condition. The two blocks of sanitary sewer main and manholes east of 8th Street NE were lined and rehabilitated in 2021 and are in good condition and no reconstruction is required in conjunction with the 2024 reconstruction. The existing sanitary sewer system between 4th Street NE and 8th Street NE is in poor condition and unnecessarily consists of two parallel pipes flowing in the same direction and at similar depth. The existing parallel pipe configuration doubles the amount of sanitary sewer that the City needs to maintain and is a source of significant groundwater infiltration into the sanitary sewer system. We recommend the parallel sanitary sewer pipes be removed and combined into one appropriately sized sewer main. The existing sanitary sewer between 3rd and 4th Street NE may be eliminated assuming no sanitary sewer service connections exist after video inspection of the sewer main.

Fairgrounds Lift Station: The Fairgrounds Lift Station serves approximately 280 residential homes, Hartley Elementary, two parks, several businesses, and a church. The lift station's last significant rehabilitation occurred in 2004. Typically, lift stations require significant rehabilitation approximately every 20 years. The existing lift station configuration includes limited wet well storage capacity that requires frequent pump run cycles (which wears down pumps more quickly) and provides the City with insufficient response time (minutes) to address operation and maintenance issues before wastewater will back up into the main and eventually resident basements. Based upon Stantec's evaluation of the lift station's condition and configuration, we are recommending the construction of a second lift station wet well to decrease pump run cycle frequencies and increase the time the City has to respond to normal and emergency operation and maintenance issues. Stantec also recommends upsizing the gravity sewer main upstream of the lift station to raise the sewer main depth to both increase the operating range of the new wet well

configuration and provide additional storage in the interceptor for an even longer response time during equipment failures and maintenance. To further increase the operating range in the wet well, Stantec recommends adding a noncorrosive vortex shield/platform above the pump inlet pipe in the existing wet well that will allow the wet well pump off elevation to be lowered because the shielding will reduce cavitation issues with running the operating range lower. This will also increase the pump operating range some to reduce pump cycling operations. In addition, Stantec recommends the replacement of the pump motors variable frequency drives (VFD) that are nearing the end of their life expectancy.

Watermain: The existing watermain under 8th Avenue NE was likely constructed in the 1950s and consists of 4-inch diameter cast iron pipe. Since 1981, the City has documented the repair of nine watermain breaks along the project corridor. Due to the age, material, and soil conditions, the existing watermain is likely corroded and may be partially sediment filled. The 4-inch diameter watermain is generally considered substandard in comparison to current conveyance and fire flow standards. In addition, the existing ~1,100-foot fire hydrant spacing between 4th and 7th Street is substandard. Connecting water services are likely ¾-inch diameter copper. Based upon the age, condition of the watermain, and other necessary utility improvements, Stantec recommends the watermain be replaced with new 8-inch PVC watermain including cathodic protection and new 1-inch diameter copper water services to each adjacent home.

Storm Sewer: The storm sewer under 8th Avenue NE consists of concrete pipe ranging in size from 8-inch to 36-inch diameter and manholes are predominantly constructed of block and / or brick in poor condition. The 8th Avenue NE project corridor west of 7th Street NE is drained by a 54-inch diameter truck storm sewer that bisects 8th Avenue NE and drains to the City Marsh. The existing storm sewer does not meet Mn/DOT State Aid design requirements for inlet capacity, allowable spread width, or conveyance capacity. As a result, a new storm sewer system is proposed to serve this segment of 8th Avenue NE.
East of 7th Street NE, 8th Avenue NE is drained by a trunk storm sewer that extends from Clear Lake, through Clear Lake Park to 8th Avenue and 8th Street NE. This section of storm sewer drains a total of 32 acres and at best can convey a 5-year storm event. The condition of the storm sewer under 8th Avenue is very poor as the pipe was found to be nearly flat (some segments have backfall), partially sediment filled, and containing standing water in some segments. The cover over the pipe and depth of manhole structures is minimal. Due to the condition and substandard configuration of the storm sewer system, we recommend that the storm sewer under 8th Avenue NE (east of 7th Street NE) be reconstructed with new reinforced concrete pipe and manholes and in compliance with MnDOT state aid standards. In addition, we recommend that a drain tile system be constructed throughout the entire 8th Avenue NE corridor and located behind the roadway curb to drain the roadway subgrade and provide connection ports for adjacent homeowner sump pumps.

If the City has any questions regarding the information contained within this memorandum, please also feel free to reach contact me at phone (507) 529-6036 or email joseph.palen@stantec.com.

Stantec Consulting Services Inc.

Joseph C. Palen PE
Principal

REQUEST FOR PROPOSALS (DRAFT)

Waseca County and the City of Waseca are inviting firms to submit proposals for the design of the project named and described below. City and County staff will respond to firms who submit proposals within four (4) weeks of the specified submittal date.

8th Avenue NE (CSAH 13) Reconstruction from 3rd Street NE to Clear Lake Drive

DESCRIPTION: This project will involve the complete street reconstruction of approximately 3,100 feet of 8th Avenue NE (CSAH 13) from 3rd Street NE to Clear Lake Drive in Waseca. This section of roadway is approximately 45 feet in width and currently consists of concrete pavement. The scope of work will also include the replacement of, and improvements to, sanitary sewer, water main, storm sewer, sidewalk, and trail along this corridor. Based on the attached Feasibility Report (prepared by Stantec), the following are ESTIMATED quantities for major project items:

- 15,000 SY of bituminous street pavement
- 2,000 feet of 5-foot-wide ADA sidewalk and ramps
- 1,075 feet of 7-foot-wide ADA sidewalk
- 1,650 feet of 10-foot-wide bituminous trail
- 2,000 feet of storm sewer piping
- 2,200 feet of sanitary sewer main (services replaced to the property line)
- 3,400 feet of water main (services replaced to the curb stop)

This will be a joint Waseca County/City of Waseca project. However, it is anticipated that the City will be the primary project administrator. Therefore, project contracts and payments will be managed by the City in cooperation with the County.

BUDGET: The total ESTIMATED construction cost for this project is $4,000,000. If awarded in late March, up to $500,000 in Active Transportation (AT) Grant funding will be applied to the sidewalk and trail improvements associated with this project. Apart from that, both the City and County intend to utilize State Aid funding on all eligible items and local funding to cover all remaining construction costs. Lastly, the City does plan to assess this project, but all assessment information and documentation will be completed by City staff.

TIMELINE: Project design is to be completed in 2023 (April – September) with final reviews of plans and specifications in late 2023 (October – December), bid letting in early 2024 (January – March), and construction during 2024 (April – November).

PROFESSIONAL SERVICES: Generally, the services to be performed include design survey, soil testing/borings, preparation of geotechnical and pavement design reports, evaluation and design of stormwater infiltration BMP's (compliance with City MS4 Permit requirements), preparation of plans and specifications (State Aid/AT Grant standards), coordination with right-of-way users (private utilities) and adjacent property owners, conducting a public informational meeting, project bidding, organizing and attending a pre-construction meeting, and availability on an as-needed basis during construction for questions that may arise.

City of Waseca staff will be performing project inspection and managing construction materials testing. The City will also prepare the project as-built plans and complete all project close-out documents.

EVALUATION AND SELECTION CRITERIA:

- Project Understanding and Approach
- Previous Experience and Personnel
- Availability and Responsiveness
- Estimated Contract Cost
- References

The award of a professional services contract will be based on proposal evaluations by City and County staff, pending final negotiations with the selected firm.

SUBMITTALS: Please limit proposals to 20 total pages (single sided), not including the cover page.

Provide five (5) hard copies and an electronic (PDF) version to:

Nathan Willey
City of Waseca
508 South State Street
Waseca, MN 56093
natew@ci.waseca.mn.us

SUBMITTAL DEADLINE: 4:00 PM Thursday, February 23, 2023.

If you have any questions or wish to contact the City of Waseca, please email me at natew@ci.waseca.mn.us or call (507) 835-9716.

Any questions for Waseca County should be directed to the County Engineer, Jim Kollar, at jim.kollar@co.waseca.mn.us or at (507) 835-0661.

Sincerely,

Nathan Willey

Nathan Willey, P.E.
Director of Engineering
City of Waseca

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Request for City Council Action

Title:	Cogeneration and Small Power Production Tariff (Solar Electric Rates)		
Meeting Date:	January 17, 2023	**Agenda Item Number:**	**7H**
Action:	☒MOTION ☐REQUESTS/PRESENTATIONS ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	**Supporting Documents:**	Schedule 1–Average Retail Utility Energy Rates and Schedule 2-Average Incremental Cost
Originating Department:	Electric Utility	**Presented By:**	Interim City Manager
Approved By City Manager: ☒	**Proposed Action:** City Council accepts the tariff report.		
How does this item pertain to Vision 2030 goals?	The Electric Utility works with customers to review and approve, as appropriate, solar interconnection installations as a tool to expand high quality community assets.		

BACKGROUND: The Electric Utility must submit/file the annual tariff report to the City Council as the Governance Board for the Utility in compliance with Minnesota State Rules 7835.0300-7835.1200. This filing complies with the public availability (transparency) requirement of the State Rule.

The purpose of this filing is also to provide the calculation of average retail utility energy rates as mandated by State Rules. Other requirements include safety standards, operating procedures, and functions to be performed by protective equipment installed at the solar interconnection site as protection for the City electric line staff against stray voltage. Previously approved documents pertaining to solar interconnection continue to apply to all customer requests for interconnection.

All Utility rates and an information packet for solar interconnection installations are available at the Utilities Office in City Hall.

RECOMMENDATION: City Council accepts the tariff report.

SCHEDULE 1 – AVERAGE RETAIL UTILITY ENERGY RATES

Average Retail Utility Energy Rate: Available to any Qualifying Facility of less than 40 kW capacity that does not select either Roll over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

The City of Waseca Electric Utility shall bill Qualifying Facilities for any excess of energy supplied by Utility above energy supplied by the Qualifying Facility during each billing period according to Utility's applicable rate schedule. Utility shall pay the customer for the energy generated by the Qualifying Facility that exceeds that supplied by Utility during a billing period at the "average retail utility energy rate." "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation.

"Average retail utility energy rates" are as follows:

Customer Class	**Average Retail Utility Energy Rate ($/kWh)**
Residential Service – June – Sept	.124
Residential Service – Oct - May	.110
Commercial General – June – September	.124
Commercial General – Oct - May	.119
Mid-Commercial Power – June – Sept	.070
Mid-Commercial Power – Oct - May	.068
Large Commercial Power – June – Sept	.062
Large Commercial Power – Oct - May	.060

SCHEDULE 2 – AVERAGE INCREMENTAL COST

Estimated Marginal Energy Costs ($/MWh)						
		2023	2024	2025	2026	2027
Summer	**On Peak**	**48.22**	**46.72**	**47.83**	**48.83**	**49.50**
	Off Peak	31.68	25.97	27.54	28.77	29.81
	All Hours	39.29	35.52	36.88	38.00	38.87
Winter	**On Peak**	53.55	50.32	53.03	56.17	57.21
	Off Peak	39.82	37.22	37.60	38.40	39.85
	All Hours	46.14	43.24	44.70	46.57	47.84
Annual	**On Peak**	50.88	48.52	50.43	52.50	53.35
	Off Peak	35.75	31.60	32.57	33.59	34.83
	All Hours	42.71	39.38	40.79	42.29	43.35
Annual # hours on-peak:						

Description of season and on-peak and off-peak periods	
Summer:	April through September
Winter:	October through March
On-peak period:	6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day)
Off-peak period:	All other hours

Estimated Marginal Energy Costs

The estimated system average incremental energy costs are calculated by seasonal peak and off-peak periods for each of the next five years. For each seasonal period, system incremental energy costs are averaged during system daily peak hours, system daily off-peak hours, and all hours in the season. The energy costs are increased by a factor equal to 50 percent of the line losses.

The energy needs of Waseca Utilities are served through its membership in Southern Minnesota Municipal Power Agency (SMMPA). SMMPA, in turn, is a member of the Midcontinent ISO (MISO). As a result, the municipal's incremental energy cost is equivalent to the MISO hourly Locational Marginal Price (LMP). Actual hourly LMP will vary significantly based on several parameters such as weather, energy demand, and generation availability. The table above represents a forecast of the MISO hourly LMP values averaged over each specific time period at the MISO Minnesota Hub.

Capacity Costs

SMMPA, Waseca Utilities' wholesale supplier, has neither planned generating facility additions nor planned additional capacity purchases, other than from qualifying facilities, during the ensuing ten years, thus SMMPA and Waseca Utilities are deemed to have no avoidable capacity costs.